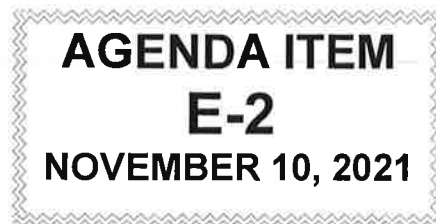


TO: BOARD OF DIRECTORS
FROM: CRAIG A. STEELE
DISTRICT COUNSEL
DATE: November 5, 2021



MANDATORY ORGANIC WASTE RECYCLING ORDINANCE

ITEM

Ordinance NO. 133, and Ordinance of the Nipomo Community Services District adding Chapter 7.07 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) to Title 7 (SOLID WASTE) of the Nipomo Community Services District Code, and making a determination of exemption under CEQA [RECOMMEND INTRODUCE ORDINANCE, WAIVE FURTHER READING AND READ BY TITLE ONLY ORDINANCE NO. 133]

BACKGROUND

This item is an ordinance the District is required to adopt pursuant to Senate Bill 1383 (SB 1383). In the Legislature's effort to address climate change, and specifically short-lived climate pollutants such as methane, SB 1383 sets targets local jurisdictions must meet to reduce organic waste disposal in landfills, and reduce commercial establishments' disposal of edible food. California's Department of Resources Recycling and Recovery (CalRecycle) found that 20 percent of the State's methane emissions come from landfills, and that organic waste such as food scraps, yard trimmings, paper and cardboard make up half of what California disposes of in landfills. If this amount of organic waste can be processed and recycled, the State believes, this will dramatically reduce methane emissions from landfills. Further, if food establishments can reduce the amount of unused food they dispose of, this will further reduce these emissions.

SB 1383 establishes a statewide target to reduce organic waste disposal by 50% by 2020 and 75% by 2025, and a statewide target to redirect at least 20% of edible food that is currently disposed to feed people in need. To meet these targets CalRecycle developed very strict regulations requiring that local jurisdictions adopt a mandatory and enforceable organics waste recycling ordinance by January 1, 2022. For cities and Special Districts in San Luis Obispo County, the Integrated Waste Management Authority (IWMA) formed in 1994 to implement and manage regional solid waste programs like SB 1383, and will ultimately be in charge of enforcement and compliance.

IWMA has provided a model ordinance for use by San Luis Obispo County public agencies that provide solid waste services, like the District. The ordinance presented to your Board is virtually identical to the model ordinance IWMA provided, except that it is tailored to the services provided in the District and it does not include any optional language IWMA suggested.

Under SB 1383, the District is required to:

- Provide organic waste recycling services to all residents and businesses;
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, and edible food recovery organizations;

- Purchase recycled organic waste products like paper, compost, mulch, and renewable natural gas, as applicable to the District; and,
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements;
- Monitor compliance and conduct enforcement of the District's enforcement ordinance.

CalRecycle's regulations go into effect on January 1, 2022. SB 1383 allows public agencies to take an educational and non-punitive approach to enforcement for the first two years of the District's ordinance being in effect (2022 and 2023). However, there are significant fines and other penalties that could be enforced against the District if the District does not adopt the attached ordinance on time and then enforce it starting in 2022. In this case, it is contemplated that IWMA will handle most enforcement activities.

The proposed ordinance is a critical element of the District's efforts to comply with SB 1383 and the corresponding Cal Recycle regulations. The proposed ordinance imposes key elements of SB 1383 compliance, including the following:

All residences and commercial businesses, including multi-family residential dwellings will be automatically enrolled in the District's three container collection services for trash, recycling, and green waste unless the property meets the requirements to permit self-hauling. For residential customers, the major effect of this ordinance is to require that organic waste - food waste, yard trimmings, leaves, garden waste and anything else that is originated from a living thing - will be combined in the green organic materials container, to be recycled at the anaerobic digester located in the City of San Luis Obispo. Other traditional non-organic recyclables such as bottles and cans, paper and cardboard, will continue to be placed in the blue recycling container. Regular solid waste that does not belong in either of those categories will be placed in the gray or black solid waste container.

Commercial businesses will be required to follow the same sorting system, except as noted below. Commercial businesses may apply for "de minimis" and physical space waivers if their organic waste collected in the blue or green containers is below a certain amount or the business does not have adequate space for all the collection containers. This ordinance is aimed more at "Commercial Edible Food Generators" such as restaurants and grocery stores in an effort to avoid wasted food that would otherwise go to landfills. These generators are required to save and make available the maximum amount of edible food that would otherwise be disposed in the waste stream and implement related programs. These generators are also required to maintain and provide records to IWMA or District staff regarding their edible food recovery efforts.

Food Recovery Organizations, which pick-up food that would otherwise be discarded to distribute to individuals in need, will be required to maintain certain records related to their food recovery efforts, report amounts of edible food recovered to IWMA and the District and provide information upon request to support food recovery efforts in the District. Again, the District is expected to have this requirement in place in January of 2021 and to start enforcing in January of 2022.

It is possible for persons or businesses who generate waste to qualify as "haulers" or "self-haulers." Haulers and self-haulers are required to transport trash, recycling, and organic waste to the appropriate facility that will accept and process such waste and to keep records of what they haul subject to inspection by the District and IWMA.

Procurement Requirements for Direct Service Providers and Vendors: Direct services providers and vendors are required under the ordinance to comply with the District's procurement policy for organics.

The District or the District's designee (IWMA) is authorized to conduct investigations, including through remote monitoring, to confirm compliance. Regulated entities are required to provide access and cooperate with District staff or the District Designee during the process.

Enforcement: Violation of any provision of the chapter shall constitute grounds for issuance of an administrative penalty, which includes fines as low as \$50, up to more significant penalties for repeat violations. Furthermore, fees may be assessed for container contamination.

If approved by your Board the ordinance will go into effect within 30 days following adoption but the codified portions of the Ordinance will not become operative until January 1, 2022 in alignment with the effective date of the CalRecycle regulations. This allows for a substantial period for the haulers to complete necessary preparations, and for customers to get used to the new system well in advance of the time at which the ordinance will start being enforced. The District, IWMA and the haulers will provide plenty of education on the new system before any new regulations take effect.

SB 1383 and this ordinance will require that the District amend the existing solid waste franchise agreement between the District and South County disposal. Because of the extraordinary addition costs the Legislature's action of adopting SB 1383 has created, those additional costs must be paid by the District's ratepayers, which will also be provided for in the amended franchise agreement. There are additional "clean-up" provisions that will need to be included in a franchise agreement and rate adjustment as well.

This ordinance addresses the relevant requirements of SB 1383 and the corresponding CalRecycle regulations. It will give the enforcement staff at IWMA a good platform for conducting whatever level of enforcement activity proves necessary.

The District is also working to update its procurement policies to be consistent with the new organics procurement requirements. The District is purchasing paper products that comply with the 30% recycled paper product requirement as an example.

RECOMMENDATION

It is recommended that your Honorable Board introduce, waive further reading and read by title only Ordinance No. 133, an ordinance of the Nipomo Community Services District adding chapter 7.07 (mandatory organic waste disposal reduction) to title 7 (solid waste) of the Nipomo Community Services District Code, and making a determination of exemption under CEQA. [Recommend introduce Ordinance, waive further reading and read by title only Ordinance No. 133]

ATTACHMENT

A. Draft Ordinance

NOVEMBER 10, 2021

ITEM E-2

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE OF THE NIPOMO COMMUNITY SERVICES DISTRICT ADDING CHAPTER 7.07 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO TITLE 7 (SOLID WASTE) OF THE NIPOMO COMMUNITY SERVICES DISTRICT CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

The Board of Directors of the Nipomo Community Services District ordains as follows:

SECTION 1. PURPOSE AND FINDINGS.

A. Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time and as implemented by regulations of the California Department of Resources, Recycling and Recovery ("CalRecycle")), requires jurisdictions to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdiction to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, other natural resources, and to protect the environment.

B. Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011), which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the California Public Resources Code, places requirements on businesses, including multi-family property owners with five or more dwelling units, that generate a specified threshold amount of solid waste to arrange for recycling services and requires jurisdictions to implement a mandatory commercial recycling program for designated businesses and multi-family property owners.

C. Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014), which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the California Public Resources Code, requires businesses, including multi-family property owners with five or more dwelling units, that generate a specified threshold amount of solid waste, recyclable materials, and organic waste per week to arrange for recycling services for that waste, and requires jurisdictions to implement a mandatory commercial organics recycling program for designated businesses and multi-family property owners.

D. AB 827 of 2019, with respect to certain businesses that offer products for immediate consumption, imposes requirements for on-site recycling and organic waste containers, including that these containers be placed adjacent to trash containers, be visible, easily accessible, and clearly marked. AB 827 further provides that certain businesses that arrange for gardening or landscaping services shall require the contract

or work agreement between the business and the gardening or landscaping service require that the organic waste generated by those services be managed in compliance with Chapter 12.8 of Part 3 of Division 30 of the California Public Resources Code.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016 requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations, adopted in 2020 (“SB 1383 Regulations”) place requirements on multiple entities including jurisdictions; single-family residential households; commercial businesses, including multi-family property owners with five or more dwelling units; commercial edible food generators; haulers, including self-haulers; food recovery organizations; and food recovery services to support achievement of statewide organic waste disposal reduction targets.

F. The SB 1383 Regulations require the Nipomo Community Services District to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations. This Ordinance implements the requirements of the SB 1383 Regulations.

SECTION 2. AMENDMENT.

Title 7 (Solid Waste) of the Nipomo Community Services District Code (“Code”) is hereby amended to add Chapter 7.07 (Mandatory Organic Waste Disposal Reduction) to read as follows:

“Chapter 7.07 - Mandatory Organic Waste Disposal Reduction

Section 7.07.010 Definitions and SB 1383 Regulatory Requirements

(a) Definitions.

For the purposes of this chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. In the event of a conflict between a definition in this Code and a definition in 14 CCR Section 18982, the definitions in 14 CCR Section 18982 shall control for the purposes of this Chapter. Additionally, for the purposes of this chapter, the definitions in 14 CCR Section 18982 shall control for terms used in this chapter and not defined in this Code. Unless otherwise specified herein, references to a statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

“Alternative Daily Cover (ADC)” has the same meaning as in Section 20690 of Title 27 of the CCR.

“Alternative Intermediate Cover (AIC)” has the same meaning as in Section 20700 of Title 27 of the CCR.

“Bulky Items” means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, C&D, or items herein defined as Excluded Waste.

“CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of the CCR).

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling; or, as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) dwelling units is not a Commercial Business for purposes of implementing this chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined herein. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined in 14 CCR Section 18982(a)(8).

“Compliance Review” means a review of records by the District to determine compliance with this chapter.

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).

“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants; or, as otherwise defined in 14 CCR Section 18982(a)(55).

“Contractor” means franchise hauler(s) providing Recyclable Materials, Organic Materials and/or Solid Waste collection services to Generators within the District’s boundaries, organized and operating under the laws of the State and its officers,

directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.

“County” means the County of San Luis Obispo, a political subdivision of the State of California.

“County Enforcement Official” means a county agency enforcement official.

“Customer” means the person or entity to whom the Contractor submits its billing invoice to and collects payment from for collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

“C&D” means construction and demolition debris removed from a Premises during the construction or demolition of a structure.

“Designated Waste” means non-Hazardous Waste which may pose special disposal problems because of its potential to contaminate the environment, and which may be disposed of only in Class II disposal sites or Class III disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in CCR Title 23, Section 2522.

“Designee” means an entity that the District contracts with or otherwise arranges to carry out any of the District’s responsibilities of this chapter as authorized in 14 CCR Section 18981.2; or, as otherwise defined in 14 CCR Section 18982(a)(15). A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Discarded Materials” means Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and C&D, if applicable, placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.

“District” means the Nipomo Community Services District, which is a California Special District, a form of local government created by a local community to meet a specific need or needs, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified from time to time.

“District Enforcement Official” means the District Manager or other executive in charge or their authorized person(s) who is/are partially or wholly responsible for enforcing this Chapter.

“District Manager” means the General Manager of the District or his/her designee.

“Edible Food” means food intended for human consumption; or, as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR,

Division 7, Chapter 12, requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Health and Safety Code, including the California Retail Food Code.

"Enforcement Action" means an action of the District to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies; or, as otherwise defined in 14 CCR Section 18982(a)(19).

"Enforcement Official" means the District Manager or the District's authorized Designee(s) who is/are partially or wholly responsible for enforcing this chapter. The Enforcement Official includes the Regional or County Agency Enforcement Official.

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the District's Enforcement Official's or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the District, or its Designee, to potential liability; but not including *de minimis* volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores; or, as otherwise defined in 14 CCR Section 18982(a)(22).

"Food Facility" has the same meaning as in Section 113789 of the California Health and Safety Code.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed; or, as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" unless otherwise defined in 14 CCR Section 18982(a)(25), means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in Section 113783 of the California Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the California Health and Safety code; and,
- (3) A nonprofit charitable temporary Food Facility as defined in Section 113842 of the California Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or, as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means those Discarded Materials such as (i) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (ii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iii) vegetable trimming. Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps. Acceptable Food Scraps may be added to or removed from this list from time to time by the District.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations; or, as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” means compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps and Food-Soiled Paper.

“Generator” means a person or entity that is responsible for the initial creation of Solid Waste, and with respect to Organic Waste, means a person or entity that is responsible for the initial creation of Organic Waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

“Green Waste” means Discarded Materials that consist of green trimmings, grass, weeds, leaves, branches, dead plants, brush, tree trimmings, dead trees, and small pieces of unpainted and untreated wood. Yard Trimmings does not include Excluded Waste. Yard Trimmings are a subset of Organic Materials. Acceptable

Green Waste may be added to or removed from this list from time to time by the District.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments; or, as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area; or, as otherwise defined in 14 CCR Section 18982(a)(31.5).

“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601, et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251, et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901, et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, synthetic fuel products, and by-products.

“Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in California Health and Safety Code §25110.02, §25115, and §25117 [or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901, et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as

defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Infectious Waste” means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens, including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.

“Inspection” means a site visit where the District or its Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter; or, as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or, as otherwise defined in 14 CCR Section 18982(a)(38).

“Large Venue” unless otherwise defined in 14 CCR Section 18982(a)(39), means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of the District’s regulations related to Solid Waste; or, as otherwise defined in 14 CCR Section 18982(a)(40).

“Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Section 18984.1 to be taken to

a High Diversion Organic Waste Processing Facility; or, as otherwise defined in 14 CCR Section 17402(a)(11.5).

“Multi-Family Residential Dwelling(s)” or “Multi-Family” means of, from, or pertaining to residential Premises with five (5) or more dwelling units [including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family]. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“MWELO” refers to the Model Water Efficient Landscape Ordinance, 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process; or, as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics and glass; or, as otherwise defined in 14 CCR Section 18982(a)(43). Acceptable Non-Organic Recyclables may be added to or removed from this list from time to time by the District.

“Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties; or, as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Occupant” means the person who occupies a Premises.

“Organic Materials” means Discarded Materials that consist of Yard Trimmings, Food Waste, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings, individually or collectively. Organic Materials is a subset of Organic Waste.

“Organic Materials Container” shall be used only for the purpose of storage and collection of Source Separated Organic Materials and has the same meaning as “Green Container” in 14 CCR Section 18982(a)(29). Notwithstanding the foregoing, functional containers purchased prior to January 1, 2022 that are used for the storage and collection of Source Separated Organic Materials and that do not comply with the color requirements of 14 CCR Section 18982(a)(29) shall be deemed to be Organic Materials Containers and are not required to be replaced until the end of the useful life of those containers or January 1, 2036, whichever is earlier.

“Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges; or, as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Owner” means the person(s) holding legal title to Premises and shall include the person(s) listed on the latest equalized assessment roll of the County Assessor.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Premises” means and includes any land, building and/or structure, or portion thereof, in the District where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.

“Prohibited Container Contaminants,” unless otherwise defined in 14 CCR Section 18982(a)(55), means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials or Non-Organic Recyclables for the District’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials, Non-Organic Recyclables, or Source Separated Organic Materials to be placed in District’s Organic Materials Container or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

“Recyclable Materials” means those Discarded Materials that the Generators set out in Recyclables Containers for collection for the purpose of recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials and Solid Waste. For the purpose of collection of Recyclable Materials

through a Contractor's collection services, Recyclable Materials shall be limited to those materials identified by the District as acceptable Recyclable Materials.

"Recyclable Materials Container" shall be used only for the purpose of storage and collection of Source Separated Recyclable Materials and Non-Organic Recyclables and has the same meaning as "Blue Container" in 14 CCR Section 18982(a)(5). Notwithstanding the foregoing, functional containers purchased prior to January 1, 2022 that are used for the storage and collection of Source Separated Recyclable Materials and Non-Organic Recyclables and that do not comply with the color requirements of 14 CCR Section 18982(a)(5) shall be deemed to be Recyclable Materials Containers and are not required to be replaced until the end of the useful life of those containers or January 1, 2036, whichever is earlier.

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber; or, as otherwise defined in 14 CCR Section 18982(a)(61).

"Regional or County Agency Enforcement Official" means a regional agency or county agency enforcement official, which the District may designate with responsibility for enforcing this Chapter in conjunction or consultation with the District's Enforcement Official.

"Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.

"Responsible Party" means the Owner, property manager, tenant, lessee, Occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the District, or, if there is no such subscriber, the Owner or property manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the Owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption; or, as otherwise defined in 14 CCR Section 18982(a)(64).

"Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras; or, as otherwise defined in 14 CCR Section 18982(a)(65).

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor of the State on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1

(commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants.

“SB 1383 Regulations” or “SB 1383 Regulatory” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of 14 CCR and 27 CCR.

“Self-Haul” means to act as a Self-Hauler.

“Self-Hauler” means a person or entity, who, in compliance with all applicable requirements of this Code, hauls Solid Waste, Organic Waste or Recyclable Materials they have generated to another person or entity; or, as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a landscaper, or a person or entity who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator’s or Responsible Party’s own employees and equipment; or, as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Service Level” refers to the size of a Customer’s Containers and the frequency of collection service.

“Single-Family” means any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.

“Solid Waste” unless otherwise defined in California Public Resources Code Section 40191, means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the California Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the California Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

- (3) Medical waste regulated pursuant to the California Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in California Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code.
- (4) Recyclable Materials, Organic Materials, and C&D when such materials are Source Separated.

Notwithstanding any provision to the contrary, Solid Waste may include *de minimis* volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

“Solid Waste Container” shall be used only for the purpose of storage and collection of Solid Waste and has the same meaning as “Gray Container” in 14 CCR Section 18982(a)(28). Notwithstanding the foregoing, functional containers purchased prior to January 1, 2022 that are used for the storage and collection of Solid Waste Container Waste and that do not comply with the color requirements of 14 CCR Section 18982(a)(28) shall be deemed to be Solid Waste Containers and are not required to be replaced until the end of the useful life of those containers or January 1, 2036, whichever is earlier.

“Solid Waste Container Waste” means Solid Waste that is collected in a Solid Waste Container that is part of the District’s three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Solid Waste Container as specified in 14 CCR Sections 18984.1(a) and (b); or, as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Source Separated” or “Source-Separated (materials)” means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the chapter, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party’s employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing of those materials.

“Source Separated Organic Materials” means Organic Materials that are Source Separated that can be placed in an Organic Materials Container that is limited to the collection of those Organic Materials; or as otherwise specified in 14 CCR 18984.1 (a) and (b), excluding Source Separated Recyclable Materials, Non-Organic Recyclables, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Recyclable Materials that are Source Separated and that can be placed in a Recyclable Materials Container that is limited to the collection of that Organic Materials and Non-Organic Recyclables. Source Separated Recyclable Materials includes Paper Products, Printing and Writing Papers, wood and dry lumber and textiles unless otherwise specified by the District, but excludes Source Separated Organic Materials.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items; or, as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(74):

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.

- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

“Ton” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor; or, other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

- (b) SB 1383 Regulatory Requirements.

Organic Waste Generators, haulers and other persons and entities subject to the requirements of SB 1383 and the SB 1383 Regulations that are subject to the District’s jurisdiction shall fully comply with the applicable requirements of SB 1383, the SB 1383 Regulations, this chapter and the provisions of any collection agreement between the District and a Contractor in effect.

Section 7.07.020. Requirements for Single-Family Organic Waste Generators

- (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler requirements of this Code, Responsible Parties of Single-Family Premises shall comply with the following requirements:
 - (1) Subscribe to and pay for the District’s three-container collection services for weekly collection of Recyclable Materials, Non-Organic Recyclables, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in paragraph (a)(2). The District and its Designee(s) shall have the right to review the number and size of a Generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
 - (2) Participate in the District’s three-container collection service(s) in the manner described below.
 - (A) Place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to place, Source Separated

Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials and Non-Organic Recyclables in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.

- (B) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

Section 7.07.030. Requirements for Multi-Family Residential Dwellings

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Non-Organic Recyclables, Organic Materials, and Solid Waste collection services consistent with this chapter and for employees, contractors, and tenants. Responsible Parties of Multi-Family Premises may receive waivers pursuant to this Code.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements of this Code, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
 - (1) Subscribe to and pay for District's three container collection services and comply with requirements of those services for all Recyclable Materials, Non-Organic Recyclables, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
 - (2) Participate in the District's three container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (A) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials and Non-Organic Recyclables in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.

- (B) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers.
- (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service and Article 3 of Chapter 12 of Division 7 of Title 14 of the CCR; or, if Self-Hauling, consistent with the Multi-Family Premises' approach to complying with Self-Hauler requirements in this chapter.
- (4) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials, Non-Organic Recyclables and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Non-Organic Recyclables, Organic Materials, and Solid Waste.
- (5) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials, Non-Organic Recyclables, and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials and Non-Organic Recyclables separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (6) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.
- (c) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the Self-Hauler requirements of this Code.
- (d) Responsible Parties of Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the Public Resources Code.
- (e) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

Section 7.07.040. Requirements for Commercial Businesses

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, Non-Organic Recyclables, and Solid Waste collection services consistent with this chapter and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to this Code.
- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements of this Code, including hauling services arranged through a landscaper, Responsible Parties of Commercial Premises shall:
 - (1) Subscribe to and pay for District's three container collection services and comply with requirements of those services for all Recyclable Materials, Non-Organic Recyclables, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
 - (2) Participate in the District's three container collection service(s) for at least weekly collection of Recyclable Materials, Non-Organic Recyclables, Organic Materials, and Solid Waste in the manner described below.
 - (A) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials Non-Organic Recyclables in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (B) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers.
 - (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with paragraph (b)(4) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service and Article 3 of Chapter 12 of Division 7 of Title 14 of the CCR; or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in this chapter.
 - (4) Provide containers for customers for the collection of Source Separated Recyclable Materials, Non-Organic Recyclables, and Source Separated

Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved *de minimis* waiver per this Chapter, then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (A) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
 - (B) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service pursuant to 14 CCR Section 18984.1(a)(5) or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in this Chapter.
 - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery

requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.

- (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (9) Provide or arrange access for the District and/or its Designee to their properties during all Inspections conducted in accordance with this Chapter to confirm compliance with the requirements of this Chapter.
- (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements of this Chapter.
- (d) Commercial Business Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Commercial Business Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the Public Resources Code.
- (e) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (f) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to this Chapter.

Section 7.07.050. Waivers for Multi-Family Premises and Commercial Premises

The District, at its discretion and in accordance with 14 CCR Section 18984.11, or as otherwise authorized by CalRecycle, may grant one or more of the following types of waivers to a Multi-Family Premises or Commercial Premises:

- (a) *De Minimis* Waivers for Multi-Family Premises and Commercial Premises. The District's or its Designee may waive a Responsible Party's obligation to comply with some or all of the Recyclable Materials and/or Organic Waste requirements of this chapter if the Responsible Party of the Commercial Premises or Multi-Family Premises provides documentation, or the District has evidence demonstrating, that the Commercial Premises or Multi-Family Premises generates below a certain

amount of Organic Waste as described below in subsection (a)(2). Commercial Premises and Multi-Family Premises requesting a *de minimis* waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in paragraph (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Premises or Multi-Family Premises' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Recyclable Materials Container or Organics Material Container comprises less than 20 gallons per week per applicable container of the Premises' total waste; or,
 - (B) The Commercial Premises or Multi-Family Premises' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Recyclable Materials Container or Organics Material Container comprises less than 10 gallons per week per applicable container of the Premises' total waste.
 - (3) Notify the District if circumstances change such that the Commercial Premises or Multi-Family Premises' Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded. In addition, if the District obtains information at any time that a Commercial Premises or Multi-Family Premises that has received a waiver is exceeding the Organic Waste thresholds set forth in subsection (a)(2) above, the District shall rescind the waiver.
 - (4) Provide written verification of eligibility for a *de minimis* waiver every 5 years, if the District has approved a *de minimis* waiver.
- (b) Physical Space Waivers. The District or its Designee may waive a Commercial Premises' or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of this Chapter.
- (c) Review and Approval of Waivers

Waivers shall be granted to Responsible Parties by the District or its Designee, according to the following process:

- (1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District or its Designee for a waiver specifying the waiver type requested, type(s) of collection services for which they are requesting a waiver, the reason(s) for such waiver, and documentation supporting such request.
- (2) Upon waiver approval, the District or its Designee shall specify that the waiver is valid for the following duration:
 - (A) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
 - (B) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
- (3) Waiver holder shall notify the District or its Designee if circumstances change such that Commercial Premises' or Multi-Family Premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
- (4) Any waiver holder must cooperate with the District or its Designee for any on-site assessment of the appropriateness of the waiver.
- (5) Waiver holder shall reapply to the District or its Designee for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the District and/or its Designee. Failure to submit a completed application shall equate to an automatic denial of said application.
- (6) The District or its Designee may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.
- (7) If the District's Designee does not approve a waiver application or revokes a waiver, the Responsible Party may appeal the decision for additional review by the Designee. The District may also, after meeting and conferring with the Designee, direct the Designee to approve the waiver application and/or repeal the revocation of the waiver.

Section 7.07.060. Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

- (c) Commercial Edible Food Generators shall comply with the following requirements:
- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed. Food that is donated shall be free from adulteration, spoilage, and meet the food safety standards of the California Health and Safety Code. Food cannot be donated if it is not in compliance with the food safety standards of the California Health and Safety Code, including food that is returned by a customer, has been served or sold and in the possession of a consumer, or is the subject of a recall.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow the District's designated enforcement entity or designated third party enforcement entity to access the Premises and review records kept pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by, or Self-Hauled to, the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or Self-Hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- (6) Maintain records required by this section for five (5) years.
- (7) No later than January 31 of each year commencing no later than January 31, 2023 for Tier One Commercial Edible Food Generators and January 31, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the District or its Designee that includes the following information:
 - (i) The amount, in pounds, of edible food donated to a Food Recovery Service or Food Recovery Organization annually; and,
 - (ii) The amount, in pounds, of edible food rejected by a Food Recovery Service or Food Recovery Organization annually.
 - (iii) Any additional information required by the District Manager or their Designee.

Section 7.07.070. Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity, in pounds, of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity, in pounds, of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity, in pounds, of Edible Food received from each Commercial Edible Food Generator per month.

- (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Maintain records required by this section for five years.
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District it is located in and the District's Designee, if applicable, the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the District and the District's Designee, if applicable, no later than January 31 of each year.
- (e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the District that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and District's Designee, if applicable, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District and/or its Designee shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.
- (f) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery Service from refusing to accept Edible Food from a Commercial Edible Food Generator.

Section 7.07.080. Requirements for Haulers, Facility Operators and Community Composting Operations

- (a) Requirements for Haulers
 - (1) Contractors providing Recyclable Materials, Non-Organic Recyclables, Organic Waste, and/or Solid Waste collection services to Generators within the District's boundaries shall meet the following requirements and standards of 14 CCR, Division 7, Chapter 12 and the following requirements as a condition of approval of its contract, agreement, or other authorization with the District to collect Recyclable Materials, Non-Organic Recyclables, Organic Materials, and/or Solid Waste:
 - (A) Through written notice to the District annually on or before December 31 of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, Source Separated Non-Organic Recyclables, and Solid Waste unless

otherwise stated in the franchise agreement, contract, or license, or other authorization with the District.

- (B) Comply with the applicable requirements of 14 CCR, Division 7, Chapter 12, Article 3.
 - (C) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
 - (D) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and this Code.
- (2) Contractors authorized to collect Recyclable Materials, Non-Organic Recyclables, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or other agreement entered into with the District.
- (b) Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the District's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days, unless a shorter timeframe is otherwise specified by the District.
 - (2) Community Composting operators with operations located in the District's boundaries, upon the District's request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the

District shall respond within 60 days, unless a shorter timeframe is otherwise specified by the District.

- (3) Owners of facilities, operations, and activities located in the District's boundaries that receive Recyclable Materials, Organic Materials, and/or Solid Waste shall provide to the District on a quarterly basis copies of all reports they are required to report to CalRecycle under 14 CCR.

Section 7.07.090. Self-Hauler Requirements

In addition to any other requirements for Self-Haulers contained in this Code:

- (a) Self-Haulers shall comply with the applicable requirements in 14 CCR Section 18988.3.
- (b) Every Self-Hauler shall Source Separate its Recyclable Materials, Non-Organic Recyclables, and Organic Materials (materials that the District otherwise requires Generators or Responsible Parties to separate for collection in the District's Recyclable Materials, Non-Organic Recyclables, and Organic Materials collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1 and the District's collection program. Self-Haulers shall deliver their materials to facilities described in subsection (c) below. Alternatively, Self-Haulers may or choose not to Source Separate Recyclable Materials, Non-Organic Recyclables, and Organic Materials and shall haul its Solid Waste (that includes Recyclable Materials, Non-Organic Recyclables, and Organic Materials) to a High Diversion Organic Waste Processing Facility subject to advance written approval by the District.
- (c) Self-Haulers that Source Separate their Recyclable Materials, Non-Organic Recyclables, and Organic Materials shall haul their Source Separated Recyclable Materials and Non-Organic Recyclables to a facility that recovers those materials; haul their Source Separated Organic Waste to a facility, operation, activity, or property that processes or recovers Source Separated Organic Waste; and, haul their Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste.
- (d) Self-Haulers that are Responsible Parties of Commercial Businesses or Multi-Family Premises shall keep records of the amount of Recyclable Materials, Organic Waste, and Solid Waste delivered to each facility, operation, activity, or property that processes or recovers Recyclable Materials and Organic Waste and processes or disposes of Solid Waste or shall keep records of Solid Waste delivered to High Diversion Organic Waste Processing Facilities. These records shall be subject to review by the District and/or its Designee(s). The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the Recyclable Materials, Organic Materials, and Solid Waste.

- (2) The amount of material in cubic yards or Tons transported by the Generator or Responsible Party to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.
- (e) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 7.07.090(c) and (d).

Section 7.07.100. Compliance with CALGreen Recycling Requirements

- (a) In addition to any other requirements of this chapter, the following requirements also apply:
- (1) For projects covered by the California Green Building Standards Code, 24 CCR, Part 11, the applicants must, as a condition of the District's permit approval, comply with the following:
 - (A) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Recyclable Materials Container and Organics Materials Container materials, consistent with the collection program offered by the District, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
 - (B) Where new commercial construction or additions will result in more than 30% of the floor area, provide readily accessible areas identified for the storage and collection of Recyclable Materials Container and Organics Materials Container materials, consistent with the collection program offered by the District, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
- (b) For Organic Waste commingled with C&D, the requirements of 24 CCR Sections 4.408.1 and 5.408.1, as amended July 1, 2019 and effective January 1, 2020 shall be complied with.

Section 7.07.110. Model Water Efficient Landscaping Ordinance Requirements

Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the District, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch, as amended September 15, 2015.

Section 7.07.120. Procurement Requirements for Direct Service Providers and Vendors

Direct service providers to the District and all vendors providing Paper Products and Printing and Writing Papers to the District shall comply with the District's policy regarding recovered Organic Waste product procurement, including Recycled-Content Paper procurement.

Section 7.07.130. Inspections and Investigations

- (a) District representatives and/or its Designee(s) are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this chapter by Generators, Responsible Parties of Single-Family Premises, Responsible Parties of Commercial Businesses, Responsible Parties of Multi-Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This section does not allow the District or its Designee or agents to enter the interior of a private residential property for Inspection.
- (b) Entities regulated by this chapter shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's representative or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, inspection of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this chapter. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described herein.
- (c) Any records obtained by the District or its Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in California Government Code Section 6250, et seq.

- (d) The District's representatives, its Designee, and agents are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.
- (e) The District or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
- (f) The District and/or its Designee are authorized to provide informational notices to entities regulated by this chapter regarding compliance with this chapter.

Section 7.07.140. Enforcement

- (a) Violation of any provision of this chapter that occurs on or after January 1, 2024 shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the Enforcement Official in accordance with 14 CCR Section 18995.4. Enforcement Actions under this chapter are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines as specified in Chapter 7.28 of Title 7 of the District's Code are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.

- (b) The provisions of subsection (a) do not apply to violations related to a Generator placing Prohibited Container Contaminants in containers, which the Enforcement Official and/or the District's Designee shall enforce through the notice provisions of 14 CCR Section 18984.5(b) and the contamination processing fees pursuant to the provisions of the applicable collection agreement between the District and a Contractor.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this chapter may be undertaken by the Enforcement Official, which may be the District Manager or their designated entity, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by a County Enforcement Official, designated by the County, if designated by the Enforcement Official/District.
 - (3) Enforcement Official(s) may issue Notices of Violation(s).

(d) Process for Enforcement

- (1) Enforcement Officials and/or their Designee will monitor compliance with the chapter through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Enforcement Officials and/or their Designee may also monitor compliance with the chapter randomly. This chapter establishes District's right to conduct Inspections and investigations.
- (2) The District may issue an official notification to notify regulated entities of its obligations under the Chapter.
- (3) With the exception of violations of contamination of container contents addressed in this chapter, the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the District's policy, Code, and guidelines.
- (5) Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

For the purposes of this chapter, the penalty levels for violation of the provisions of this Chapter are as follows:

- (1) For a first violation, the amount of the base penalty shall be not more than \$50 per violation, in the discretion of the Enforcement Official.
- (2) For a second violation, the amount of the base penalty shall be not more than \$100 per violation, in the discretion of the Enforcement Official.
- (3) For a third or subsequent violation, the amount of the base penalty shall be not more than \$250 per violation, in the discretion of the Enforcement Official.

(f) Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's procedures in the Section 7.01.070 of the District's Code."

SECTION 3. CEQA. The Board of Directors finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308, on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency for the protection of the environment.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE AND PUBLICATION. This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage. The Secretary shall certify to the adoption of this Ordinance and shall publish or post this Ordinance, or summary, as required by law.

INTRODUCED at its regular meeting of the Board of Directors of the Nipomo Community Services District held on November 10, 2021, and PASSED and ADOPTED by the Board of Directors at its regular meeting on _____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CONFLICTS:

ED EBY

President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS

General Manager and
Secretary to the Board

CRAIG A. STEELE

District Legal Counsel

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER

DATE: November 4, 2021

**AGENDA ITEM
E-3
NOVEMBER 10, 2021**

CONSIDER SECOND AMENDMENT TO THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY JOINT POWERS AGREEMENT AND THE FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE INTEGRATED WASTE MANAGEMENT AUTHORITY ("IWMA") AND THE NIPOMO COMMUNITY SERVICES DISTRICT

ITEM

Consider the second amendment to the San Luis Obispo County Integrated Waste Management Authority Joint Powers Agreement ("JPA") and the first amendment to the Memorandum of Agreement ("MOA") between the Integrated Waste Manager Authority ("IWMA") and the Nipomo Community Services District ("District"). [RECOMMEND REVIEW AMENDMENTS TO THE JPA AND MOA, DISCUSS, AND IF YOUR BOARD FINDS THE AMENDMENTS TO BE BENEFICIAL TO THE DISTRICT, ADOPT ONE OR BOTH AMENDMENTS BY RESOLUTION]

BACKGROUND

On May 10, 1994, an agreement was executed by and between the Cities and the County forming a Joint Powers Authority (JPA) for the purposes of facilitating the development of waste diversion programs and providing economies of scale on a regional basis. In 2001, a Memorandum of Agreement (MOA) was executed by and between the Cities, the County, and Special Districts with solid waste powers within the County amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board. In May of 2002, Resolution No. 02-04 was approved ratifying the admission of El Paso De Robles as a member of the IWMA. On July 7, 2002, the City of El Paso de Robles signed the first amendment of the IWMA JPA.

On September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021. In order to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this second amendment to the JPA Agreement is necessary to:

- (1) Revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors.
- (2) Eliminate the requirement that a county representative is required to establish a quorum of the IWMA Board.

- (3) Remove the County as the designated agency per Government Code. Note: The City of San Luis Obispo agreed to be a “placeholder” designated agency.
- (4) Remove the “supermajority” provision located in Section 8.5 of the JPA.

In 2001, a Memorandum of Agreement (MOA) was executed by and between the Cities, the County, and Special Districts with solid waste powers within the County amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

The JPA Agreement was amended (second amendment to the JPA Agreement) to reflect the County of San Luis Obispo’s withdrawal from the IWMA and this being the first amendment to the MOA affirms that the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the second amendment to the JPA Agreement.

FISCAL IMPACT

Budgeted staff time to prepare routine staff reports.

RECOMMENDATION

Consider the amendments to the JPA and MOA, and should your Board find these amendments to be beneficial to the District, adopt resolutions for the amended JPA and MOA.

ATTACHMENTS

- A. Joint Powers Agreement (1994) To Establish an Integrated Waste Management Authority
- B. Memorandum of Agreement (2001)
- C. Resolution to Adopt Second Amendment to the Joint Powers Agreement
- D. Resolution to Adopt First Amendment to the Memorandum of Agreement

NOVEMBER 10, 2021

ITEM E-3

ATTACHMENT A

JOINT POWERS AGREEMENT

**TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES AND COUNTY OF
SAN LUIS OBISPO, CALIFORNIA**

**JOINT POWERS AGREEMENT
TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES AND COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

THIS JOINT POWERS AGREEMENT is made and entered into this 10th day of May, 1994, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "CITIES," and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California, hereinafter called "COUNTY," as follows:

WHEREAS, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, it is desirable that a single agency be created by and with the consent of CITIES and COUNTY to advise, plan for, suggest, and implement solutions to common solid waste problems; assist with programs by utilizing the professional talents of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the California Integrated Waste Management Act (California Public Resources Code section 40000 et seq.) and all regulations adopted under that legislation

requires, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, the CITIES and COUNTY have the power to plan, acquire, construct, maintain, manage, regulate, operate and control facilities for the collection, transportation, processing and disposal of the solid waste, including recyclables, generated within their jurisdictions; and

WHEREAS, the CITIES and COUNTY believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act more effectively than if they exercise those powers separately; and

WHEREAS, the CITIES and COUNTY intend by this Agreement to exercise their respective powers jointly and to exercise such additional powers as are available for the purpose of achieving their waste diversion goals, complying with the Integrated Waste Management Act and developing integrated resource recovery facilities for the benefit of all CITIES and COUNTY; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this Agreement, to establish a regional agency in accordance with Public Resources Code Section 40973; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this agreement and Public Resources Code Section 40973, that said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780); and

WHEREAS, the CITIES and COUNTY desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

To the extent that any of the following definitions conflict with any definition set forth in the California Integrated Waste Management Act, (PRC Sec. 40000 et seq.), and the Regulations promulgated thereunder, said Act and/or Regulations shall take priority. The terms defined in this Section that begin in this Agreement with quotation marks have the following meanings:

1.1 "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

1.2 "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time.

1.3 "Authority" means the San Luis Obispo County Integrated Waste Management Authority, a joint exercise of powers agency created by the Members pursuant to this Agreement.

1.4 "Board" means the Board of Directors of the Authority.

1.5 "City" means any Member that is a city, and "Cities" means all of the Members that are cities.

1.6 "Composting Facility" means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. ("Compost" means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

1.7 "County" means the unincorporated areas of San Luis Obispo County, California.

1.8 "Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

1.9 "HHW" means household hazardous waste as described in the household hazardous waste element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.10 "HHWE" means the Household Hazardous Waste Element as required by the Act (California Public Resources Code Sections 40000 et seq.) as that element may be amended from time to time.

1.11 "Joint Facilities" means a materials recovery facility, composting or HHW Facility, or combination thereof, which is located within the boundary of the Authority and is owned by some or all of the members directly, or by the Authority, or by private entity, for the benefit of some or all of the members.

1.12 "Manager" means the person hired and appointed by the Board as the Authority's administrative officer to administer the affairs of the Authority and to effect the policies of the Board.

1.13 "Member" means any of the signatories to this Agreement and "Members" means all of the signatories to this Agreement.

1.14 "MRF" means a "materials recovery facility" which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, "Definitions.") "MRF" means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (PRC 50000(a)(4).)

1.15 "NDFE" means a Nondisposal Facility Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.16 "Revenue Bonds" means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.17 "Sole Use Facilities" means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one member or a private entity, but in all events is operated for the benefit of one or more, but not all, of the Members.

1.18 "Solid Waste Landfill" shall have the meaning set forth in Section 40195.1 of the Public Resources Code, as that section may be amended from time to time.

1.19 "SRRE" means a Source Reduction And Recycling Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

*This Agreement is entered into for the purposes of providing for the joint exercise of certain powers common to the Members and for the exercise of such additional powers as are conferred by law in order to achieve our waste diversion goals. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement.

The members enter the agreement with the intent to operate the Authority in compliance with the requirements of the Act, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each city and the County are described in the applicable adopted plans. The Authority is formed with the purpose and intent of

facilitating the development of programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

3.1 The Members hereby create and establish an authority and public entity to be known as the "San Luis Obispo County Integrated Waste Management Authority," (hereinafter referred to as Authority) it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate from each of the Members.

3.2 The Authority shall constitute a regional agency pursuant to Public Resources Code Section 40973. Said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 12 of this Agreement shall provide for indemnification for the benefit of the regional agency and its members as specifically set forth therein.

3.3 The assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of

the Authority, provided that both the Board and that Member approve such contract or assumption.

SECTION 4. Term.

The Authority shall become effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 13 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 5. Powers.

5.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, a MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and, to the extent permitted by the Act and this Agreement, implement the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the Authority's boundary. Notwithstanding any other provisions of this agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid

waste landfills, recycling, or composting facilities owned or operated by member jurisdictions without the express written consent of such member(s).

5.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts, including contracts with any Member;
- (b) to apply for and accept grants, advances and contributions;
- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 5.1 herein, as well as any and all services provided by the Authority;
- (i) to hire agents and employees;

- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 5.1 herein;
- (l) to sell or lease the facilities identified in Paragraph 5.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 5.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority.

5.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of

similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates San Luis Obispo County as the Member required to be designated by Section 6509 of the California Government Code.

5.4 If and to the extent the Authority exercises a power granted to it under this Agreement and the exercise of a like power by one or more Members within its or their boundaries would be inconsistent with or likely to interfere with the exercise of that power by the Authority, that Member or those Members shall not exercise that power; provided, however, that nothing in this Agreement shall limit a Member's right or that of any commission, agency or other body or authority of any Member to adopt, amend or implement zoning, building, land use or safety ordinances, laws or regulations with respect to real estate located within its boundaries upon which a facility identified in Paragraph 5.1 and paragraph 5.2 (j) is or will be located.

SECTION 6. Boundaries.

The boundaries of the Authority shall be the boundaries of San Luis Obispo County. In the event a member withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing member. Section 6 shall not prevent any facility identified in Paragraph 5.1 herein from being located outside the boundary of the Authority.

SECTION 7. Organization.

7.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

7.2 Membership:

(a) Membership in the Authority shall be voluntary, but only the County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority.

(b) Representatives of the COUNTY and CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

- (c) Member agencies may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected official and shall be able to vote only in the absence of the official representative.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Manager of the Authority by the appointing agency.
- (e) In addition to the incorporated cities presently a party to this Agreement, any other city which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.
- (f) Membership shall be contingent upon the execution of this Joint Powers Agreement and subsequent annual ratification.

7.3 Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority. The Board may change that principal office upon giving at least 15 days' notice to each Member and to the California Integrated Waste Management Board.

7.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice-President elected for a term of one year by a majority vote of member agency representatives to the Authority.
- (b) Both the President and Vice-President of the Board shall be elected at the last meeting preceding July of said year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
 - 1) President
 - a) Shall preside over all meetings of the Board as Chairman.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall exercise general supervision over all activities of said Authority.
 - d) Shall be an ex-officio member of all committees.
 - e) Shall execute all contracts and legal documents on behalf of the Authority.
 - 2) Vice-President
 - a) Shall serve as Chairman pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President in administering of the Authority.
 - c) Shall be an ex-officio member of all committees.

- (c) In the event of a vacancy occurring in the office of either the President or Vice-President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be filled by majority vote of the Authority, the officer elected to serve for the balance of the unexpired term.

7.5 Manager. The Board shall employ or contract for the services of a manager (the "Manager") who shall be the chief administrative officer of the Authority. The Authority shall select a qualified manager using professional personnel standards and an open competitive process. The Manager shall plan, organize and direct the administration and operations of the Authority, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall carry out such other duties that may be assigned to the Manager by the Board from time to time and shall attend meetings of the Board.

7.6 Committees.

- (a) Committees and subcommittees may be established as the Board may deem appropriate.
- (b) Membership on "ad-hoc" policy committees shall be at the discretion of the President subject to ratification by the Board. Nothing herein shall be construed to limit membership on

these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and a Solid Waste Technical Advisory Committee. The composition and bylaws of the standing committees shall be established by the Board by resolution.

SECTION 8. Meetings of the Board.

8.1 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board.

8.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

8.3 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

8.4 Minutes. The Manager shall cause minutes of all meetings of the Board and any committees of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, including one COUNTY representative. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

8.6 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the "MOA"). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the "Tipping Fee Surcharges") which shall be paid into a Solid Waste Authority–Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget, and shall be paid out of the solid waste fund derived from tipping fee surcharges and other sources as approved by the Authority.

The line item and program budget shall be submitted in draft form to all member agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 5.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Manager to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 5.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the Board. Approval of the budgets for the facilities identified in Paragraph 5.1 herein shall constitute authority for the Manager (or any trustee or other fiduciary appointed by the Authority) to receive state or

federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 5.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Member or Members. When such budgets are adopted by affected members appropriate accounts shall be established by the Authority and designated as such Member's or Members' fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Member or Members. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Member or Members, in which case such budgets shall not be a part of the budget of the Authority.

8.7 Rules of Procedure. The Board shall from time to time, establish rules and procedures for the conduct of their meetings.

SECTION 9. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by member agencies. All

monies in the joint operating fund shall be paid out by the Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Controller and Manager of demands for payment, or as otherwise authorized by resolution of the Board filed with the Treasurer. No Member shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 5.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 9, without that Member's consent evidenced by a written instrument signed by a duly authorized representative of that Member.

The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by the Public Utilities Code Section 99245.

9.1 Treasurer. The Treasurer of San Luis Obispo County shall be the Treasurer of the Authority. The Treasurer shall:

- a). Receive and receipt all money of the Authority and place it in the Treasury of San Luis Obispo County to the credit of the Authority.
- b). Be responsible for the safekeeping and disbursement of all Authority money held by him/her.
- c). Pay any sums due from the Authority, from Authority funds held by him/her or any portion thereof, upon warrants of the Controller designated herein.
- d). Invest funds.

The Authority shall reimburse the Treasurer for the actual cost of services rendered.

9.2 Controller. The Auditor-Controller of the County of San Luis Obispo shall be the Controller for the Authority. The Controller shall:

- a). Draw warrants to pay demands against the Authority when the demands have been approved by the Authority Board and/or the Manager. He/She shall be responsible on his/her official bond for his/her approval of the disbursement of Authority money.
- b). Keep and maintain records and books of accounts including keeping separate sub accounts of tipping fee surcharges and other revenues deposited into the Solid Waste Authority Trust Fund and expenditures made therefrom on the basis of generally accepted accounting principles.
- c). Make available all such financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally acceptable auditing standards.
- d). Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the Authority the amounts of monies he/she holds for the

Authority, the amount of receipts since his/her last report, and interest accrued to those funds.

The Authority shall reimburse the Auditor/Controller for the cost of services rendered.

SECTION 10. Records and Accounts.

This Section and Section 9 are intended to insure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or joint use or sole use facility and all financial transactions of the Members relating to any service or joint use or sole use facility. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses or charges to be paid by all or any of the Members. The books of account shall be open to inspection at all times by a representative or agent of any of the Members. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION 11. Rates.

The Authority shall establish and regulate rates to be charged at the new facilities identified in Paragraph 5.1 herein in amounts sufficient to discharge all indebtedness and liabilities relating to agencies under contract to provide efficient operation of facilities, the acquisition and construction of facilities (including, without limitation, any Revenue Bonds issued in connection therewith), and to accommodate the planning and implementation of activities required by the Act.

SECTION 12. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Member to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Member fails to meet any such requirements, that Member shall be solely responsible for any and all resulting liabilities, damages, criminal and civil sanctions, and costs and expenses. That Member shall also hold the Authority and the other Members harmless from and against any and all liabilities, damages, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of counsel. If two or more Members are responsible for a failure to meet any such requirements or are claimed to have violated any such requirements, the Members responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Members in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Member or Members shall take such prompt, corrective

action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Members or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 13. Withdrawal and Dissolution.

13.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official member of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their city or county in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of CITIES and COUNTY.

13.2 Any party to this Agreement may withdraw from the Authority, with 30 days notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the member shall have no effect on the continuance of this Agreement among the remaining members and the Agreement shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until 30 days after receipt of the written notice by the Authority.

13.3 A member which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any party

hereto fails to pay its contribution, as determined by the Authority, said entity shall be deemed to have voluntarily withdrawn from the Authority.

13.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement executed by COUNTY and CITIES which are parties hereto. Said termination Agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of Authority in proportion to the contributions made. In the event the Authority is abolished, the individual member agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan.

SECTION 14. Amendments Including Termination.

This Agreement may only be amended or terminated by a written instrument executed by all Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

SECTION 15. Filing with the Secretary of State.

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051.

SECTION 16. Notices.

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or two day after mailing if deposited in the United States mail.

SECTION 17. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the Voting Directors who do not represent the assigning Member. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of law relating to changes in the composition of entities such as

the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 18. Severability.

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

SECTION 19. Section Headings.

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 20. Effective Date.

This Agreement shall take effect upon its execution by the chairman or mayor and clerks of the governing bodies of the County of San Luis Obispo and at least four (4) cities, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in eight (8) counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF ARROYO GRANDE

By: Matthew Petrucci
Mayor

Date: 5-10-94

Nancy A. Davis
Clerk

Minute Action
Resolution No. 5/10/94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/10/94

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

- Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF GROVER BEACH

By: [Signature]
Mayor

Date: June 6, 1994

[Signature]
Clerk

Resolution No. 94-26

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 2, 1994

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 2, 1994

CITY OF GROVER BEACH

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: William Yates
Mayor

Bridgett Davis
Clerk

Date: May 9, 1994

Resolution No. 39-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/9/94

CITY OF EL PASO DE ROBLES

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Tom Bell
Mayor
Sharon Jones
Clerk

Date: 5-3-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: William G. W. ...
City Attorney

Dated: 5/3/94

CITY OF SAN LUIS OBISPO

By: Peg Pinard
Mayor Peg Pinard

Date: _____

Diane R. Gladwell
Clerk Diane R. Gladwell

Agreement No. A-09-94-CC

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jeffrey D. Jensen
City Attorney

Dated: 5-17-94

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Date: _____

Clerk

Resolution No: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: _____
Deputy County Counsel

Dated: _____

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: Evelyn Delany
Chairman

Date: JUN 7 1994

FRANCIS M. COONEY
Clerk

Resolution No. _____

By: Vicki M Shelby
Deputy Clerk


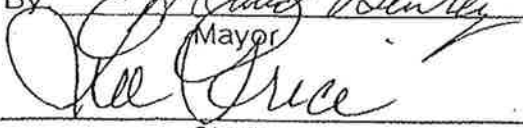
APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Dated: 5/22/94

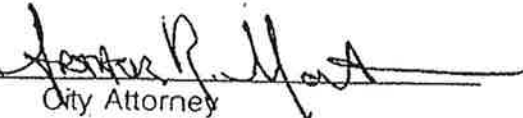
CITY OF ATASCADERO

By: 
Mayor

Clerk

Date: 4/7/95

Minute Action
Resolution No. 3/28/95

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/4/95

NOVEMBER 10, 2021

ITEM E-3

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2001-759**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING A MEMORANDUM OF AGREEMENT
WITH THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY**

WHEREAS, the Nipomo Community Services District (herein District) is obligated by Public Resources Code § 41821.2 to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, County of San Luis Obispo (herein County) and various cities within the County have entered into a Joint Powers Agreement to form the San Luis Obispo County Integrated Waste Management Authority (herein IWMA) The IWMA is a regional agency established in accordance with Public Resource Code § 40973 to achieve the mandates of the California Integrated Waste Management Act of 1989; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the District is desirous of joining the IWMA.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED as follows:

1. The above referenced recitals are true and correct.
2. The Memorandum of Agreement (MOA) between the IWMA and the Nipomo Community Services District is hereby approved and the District President is hereby authorized to sign the MOA on behalf of the District.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2001-759

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING A MEMORANDUM OF AGREEMENT
WITH THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
PAGE 2

Upon motion of Director Mobraaten, seconded by Director Winn, and on the following roll call vote, to wit:


AYES: Directors Mobraaten, Winn, Simon, Wirsing, and Blair

NOES: None

ABSENT: None

CONFLICT OF INTEREST: None

the foregoing Resolution is hereby adopted this 21st day of March, 2001



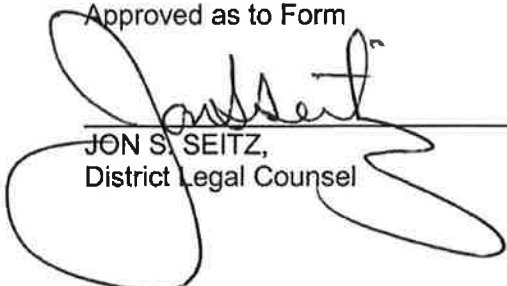
ROBERT L. BLAIR, PRESIDENT

ATTEST:



DONNA K. JOHNSON,
Secretary to the Board

Approved as to Form



JON S. SEITZ,
District Legal Counsel

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: 7-12-01

Donna K. Johnson
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: _____

SAN MIGUEL SANITARY DISTRICT

By: _____

Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: 7-12-01

NOVEMBER 10, 2021

ITEM E-3

ATTACHMENT C

RESOLUTION 2021-XXXX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT APPROVING FIRST AMENDMENT TO THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY MEMORANDUM OF AGREEMENT

This First Amendment to the Memorandum of Agreement ("First Amendment to the MOA") is executed on the date below stated, by and between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (the County of San Luis Obispo and the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo) and the special district parties to the Memorandum of Agreement ("MOA") (Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceana Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District (hereinafter "Authorized Districts")).

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors ("IWMA Board"); and

WHEREAS, in or around 2001, an Memorandum of Agreement ("MOA") was executed by and between the incorporated cities, the County of San Luis Obispo, and the Authorized Districts amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, in or around October 13, 2021, the JPA Agreement was amended ("Second Amendment to the JPA Agreement") to reflect the County of San Luis Obispo's withdrawal from the IWMA (a true and correct copy of the Second Amendment to the JPA Agreement is attached hereto as Exhibit A); and

RESOLUTION 2021-XXXX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING FIRST AMENDMENT TO THE SAN LUIS
OBISPO COUNTY INTEGRATED WASTE MANAGEMENT
AUTHORITY MEMORANDUM OF AGREEMENT**

WHEREAS, by this First Amendment to the MOA, the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.
2. All other terms and conditions of the MOA will remain in full force and effect.
3. This First Amendment to the MOA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have each caused this First Amendment to the MOA to be executed by their duly authorized representative effective upon the execution by all member agencies.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services District this _____ day of November 2021, on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ED EBY, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS
Secretary to the Board

CRAIG A. STEELE
District Legal Counsel

NOVEMBER 10, 2021

ITEM E-3

ATTACHMENT D

Resolution 2021-XXXX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT APPROVING
SECOND AMENDMENT TO THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY ("IWMA")
JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County". Certain Community Services Districts ("Authorized Districts") with solid waste authority were brought into the Joint Powers Agreement ("JPA") in or around 2001 through a Memorandum of Agreement ("MOA") and thus are party to the JPA.

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement ... "; and

WHEREAS, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

WHEREAS, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

WHEREAS, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

Resolution 2021-XXXX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT APPROVING
SECOND AMENDMENT TO THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY ("IWMA")
JOINT POWERS AGREEMENT**

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

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of one member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

Resolution 2021-XXXX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT APPROVING
SECOND AMENDMENT TO THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY ("IWMA")
JOINT POWERS AGREEMENT**

IN WITNESS WHEREOF, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services District this _____ day of November 2021, on the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ED EBY, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

MARIO IGLESIAS
Secretary to the Board

CRAIG A. STEELE
District Legal Counsel

TO: BOARD OF DIRECTORS

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER

DATE: NOVEMBER 5, 2021

AGENDA ITEM

E-4

NOVEMBER 10, 2021

**CONSIDER CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
2021 BYLAWS REVISIONS AND UPDATES**

ITEM

Consider California Special Districts Association ("CSDA") 2021 Bylaws revisions and updates and, if appropriate, cast a vote in favor of or against said revisions and updates [RECOMMEND REVIEW CSDA BYLAWS AND IF APPROPRIATE, DIRECT STAFF TO CAST A VOTE FOR THE NIPOMO COMMUNITY SERVICES DISTRICT IN FAVOR OF OR AGAINST SAID REVISIONS AND UPDATE]

BACKGROUND

The Nipomo Community Services District is a member of the CSDA. Periodically, the bylaws that govern the CSDA are revised and updated. The last CSDA bylaws updates were made in 2016 with the primary change being the addition of electronic voting for elections and other matters that require Regular Member approval.

Following receipt of feedback and suggestions over the last few years from members, CSDA has conducted a review of the CSDA Bylaws making the necessary updates as well as additions or improvements. There are numerous minor verbiage and grammar updates as well as more significant proposed updates that are listed in summary below and in detail in the mark-up version provided to your Board for review:

- Revised Rights of Regular Membership;
- A new category for Retired Non-Voting Individual Membership;
- A new section on the use of "member" in reference to Associate Members and Business Affiliate Members;
- Updates to the Termination of Membership section and adds a section regarding Procedure for Termination of Membership;
- Clarification on the process for handling a vacancy on the Board of Directors outside of nomination period;
- New Annual Report section added; and
- A new section prohibiting dual directorships with CSDA's Alliance partner, Special District Risk Management Authority (SDRMA)

Each CSDA member is provided the opportunity to cast their vote in favor of or against the document as a whole. Votes must be cast by November 12, 2021, 5:00 pm.

General Counsel has reviewed the revisions and updates and did not find any language that was objectionable or cause of concern to the District's interests.

FISCAL IMPACT

No fiscal impact.

STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost-effective manner.

Goal 7. COMMUNICATION. Use public outreach to communicate effectively with the public to obtain their input and build understanding and support for the District.

- B.1 Maintain productive communication and relationships with key stakeholders, such as city, County, State and Federal legislators, service clubs, etc. As appropriate, plan and assign for this role.

RECOMMENDATION

Staff recommends your Board review the CSDA Bylaws revisions and updates, and if appropriate, direct staff to cast a vote in favor of or against said revisions and updates to the Bylaws.

ATTACHMENT

- A. CSDA Bylaws – Revised November XX, 2021 (Red-line Version for Review)

NOVEMBER 10, 2021

ITEM E-4

ATTACHMENT A

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT



BYLAWS California Special Districts Association

Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

Revised July 1, 2014

Revised July 1, 2016

Revised November XX, 2021

TABLE OF CONTENTS

ARTICLE I – GENERAL 4
 Section 1. Purpose: 4
 Section 2. CSDA Networks: 4
 Section 3. Principal Office: 4

ARTICLE II – MEMBERSHIP 5
 Section 1. Qualification of Membership: 6
 Section 2. Membership Application: 6
 Section 3. Membership Dues: 6
 Section 4. Membership Voting: 6
 Section 5. Membership Quorum: 7
 Section 6. Membership Meetings: 7
 Section 7. Termination of Membership: 10
 Section 8. Procedure for Termination of Membership 11

ARTICLE III – DIRECTORS 11
 Section 1. Number of Directors: 11
 Section 2. Term of Office: 11
 Section 3. Nomination of Directors: 11
 Section 4. Election of Directors: 12
 Section 5. Event of Tie: 13
 Section 6. Director Vacancy: 14
 Section 7. Director Disqualification: 15
 Section 8. Powers of Directors: 15

ARTICLE IV – DIRECTOR MEETINGS 16
 Section 1. Place of Meetings: 16
 Section 2. Ratification Meeting: 17
 Section 3. Organization Meeting: 17
 Section 4. Planning Session: 17
 Section 5. Regular Meetings: 17
 Section 6. Special Meetings: 17
 Section 7. Quorum: 17
 Section 8. Board Meetings by Telephone and Electronic
 Communications 13
 Section 9. Official Records: 18

ARTICLE V – OFFICERS 18
 Section 1. Number and Selection: 19
 Section 2. Duties of the President: 19
 Section 3. Duties of the Vice President: 19
 Section 4. Duties of the Secretary: 19
 Section 5. Duties of the Treasurer: 20
 Section 6. Disbursement of Funds: 20
 Section 7. Removal of Officers: 20

ARTICLE VI – COMMITTEES 21

 Section 1. Committee Structure:..... 21

 Section 2. Committee Actions: 21

 Section 3. Committee Meetings:..... 21

 Section 4. Standing Committees: 22

 Section 5. Ad Hoc Committees:..... 23

 Section 6. Special Committee of the Board: 23

ARTICLE VII – INDEMNIFICATION 24

 Section 1. Right of Indemnity:..... 24

 Section 2. Approval of Indemnity: 24

 Section 3. Insurance: 24

 Section 4. Liability: 24

ARTICLE VIII – AFFILIATED CHAPTERS 25

 Section 1. Purpose:..... 25

 Section 2. Organization: 25

 Section 3. Rules, Regulations and Meetings: 25

 Section 4. Financing of Affiliated Chapters: 26

 Section 5. Legislative Program Participation: 26

ARTICLE IX – AMENDMENTS TO THE BYLAWS 27

 Section 1. Amendment Proposals: 27

 Section 2. Amendment Membership Meeting: 27

 Section 3. Written Bylaws Amendment Ballot: 27

 Section 4. Bylaws Amendment Ratification: 28

EXHIBIT A 29

ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (hereinafter referred to as "CSDA"), CSDA will provide outreach, advocacy, professional development, information, and other various services to member districts

. CSDA will interact and collaborate, where appropriate, with the associations and groups that support or oppose its membership's interests. The control and governance of CSDA shall be the responsibility of CSDA's Board of Directors (the "Board of Directors").

Section 2. CSDA Networks:

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

Section 3. Principal Office:

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

powers authorities, and other public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

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

C. Business Affiliate Non-Voting Members:

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

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

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

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

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

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

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

Section 2. Membership Application:

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

Section 3. Membership Dues:

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

Section 4. Membership Voting:

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

A. Voting Designee:

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

B. Voting Authorization:

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

C. Non-Voting Members:

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

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

Section 5. Membership Quorum:

A. Meeting Quorum:

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

B. Mailed or Electronic Ballot Quorum:

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

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written

notice of the annual business meeting distributed by mail or electronically shall include all matters that the Board intends to present for action and vote by the members.

B. Special Meetings:

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

C. Notice of Meetings:

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

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

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

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

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

C. Electronic Meetings:

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

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

E. Majority Vote:

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

F. Solicitation of Written Ballots from Members:

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

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

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

G. Return of Ballots:

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

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

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

Section 7. Termination of Membership:

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

- A. Any member delinquent in the payment of dues for a period of three months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for 45 days after notice, the delinquent member shall automatically cease to be a member of CSDA. CSDA's Chief Executive Officer may approve special payment arrangements if deemed necessary including with those districts that may be members of the Special District Risk Management Authority (SDRMA).
- A.B. Determination by the Board of Directors that a member has failed in a material and serious degree to observe the rules of conduct or operational policies of CSDA, including but not limited to the Corporation's Anti-Trust Policies or has engaged in conduct materially and seriously prejudicial to this CSDA's purposes and interests.

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

Section 8. Procedure for Termination of Membership:

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

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

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

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

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

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

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

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

Section 2 Term of Office:

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

Section 3. Nomination of Directors:

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

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

Section 4. Election of Directors:

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

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

A. Written Notice:

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

B. Balloting and Election:

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

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

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

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

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

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

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

Section 5. Event of Tie:

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

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

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

Section 6. Director Vacancy:

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

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

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

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

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

B. Vacancy Outside of Nomination Period

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

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

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

C. Vacancy During Nomination Period:

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

D. _____

Section 7. Director Disqualification:

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

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

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

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

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

Section 8. Powers of Directors:

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

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

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

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

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

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

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

Section 9. No Dual Directorships:

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

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

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

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

Section 2. Ratification Meeting:

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

Section 3. Organization Meeting:

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

Section 4. Planning Session:

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

Section 5. Regular Meetings:

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

Section 6. Special Meetings:

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

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

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

Section 7. Board of Directors Meeting Quorum:

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

Section 8. Board Meetings by Telephone and Electronic Communications:

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

Section 9. Official Records:

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

ARTICLE V – OFFICERS

Section 1. Number and Selection:

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

Each officer shall hold office for the term of one year, or until resignation or disqualification.

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

Section 2. Duties of the President:

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

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

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

Section 3. Duties of the Vice President:

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

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

Section 4. Duties of the Secretary:

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

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

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

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

Section 5. Duties of the Treasurer:

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

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

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

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

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

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

Section 6. Disbursement of Funds:

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

Section 7. Removal of Officers:

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

ARTICLE VI – COMMITTEES

Section 1. Committee Structure:

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

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

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

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

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

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

Section 3. Committee Meetings:

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

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

Section 4. Standing Committees:

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

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

A. Executive Committee:

The Executive Committee shall consist of all officers of CSDA:

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

B. Professional Development Committee:

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

C. Election and Bylaws Committee:

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

D. Finance Corporation Committee:

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

E. Fiscal Committee:

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

F. Legislative Committee:

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

G. Member Services Committee:

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

H. Audit Committee:

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

Section 5. Ad Hoc Committees:

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

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

Section 6. Special Committee of the Board:

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

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

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

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

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a

quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

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

Section 3. Insurance:

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

Section 4. Liability:

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

ARTICLE VIII – AFFILIATED CHAPTERS

Section 1. Purpose:

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

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

Section 2. Organization:

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

Each chapter formed prior to August 1, 2011 must have at least one CSDA member in their membership at all times, including but not limited to the following chapters: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa

Barbara, Santa Clara and Ventura. Such existing chapters may include as members; local organizations and businesses, districts and professionals who are not members of CSDA.

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

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

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

Section 3. Rules, Regulations and Meetings:

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

Section 4. Financing of Affiliated Chapters:

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

Section 5. Legislative Program Participation:

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

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

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

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

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendments to these Bylaws shall be given either by first class mail or by electronic transmission by the Board of Directors to the regular voting members in good standing, not later than 45 days in advance of the amendment meeting pursuant to the provisions of Article II, Section 6.C of these Bylaws. The electronic notice shall include copies of the proposed amendments.

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

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

Section 3. Written Bylaw Amendment Ballot:

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

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

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

Section 4. Bylaw Amendment Ratification:

A. Membership Meeting:

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

B. Mail or Electronic Ballot:

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

EXHIBIT A

Updated November 1, 2019



California Special Districts Association
DISTRICT NETWORKS



TO: BOARD OF DIRECTORS
 FROM: MARIO IGLESIAS
 GENERAL MANAGER
 DATE: November 5, 2021



**AGENDA ITEM
 F
 NOVEMBER 10, 2021**

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- *Period covered by this report is October 24, 2021 through November 6, 2021.*

DISTRICT BUSINESS

Administrative

The District encourages residents to provide reports of any observed water waste. The District also keeps an accounting of leak adjustments as a measure of non-revenue water lost to leaks as well as tracking late fee waivers. The table below provides September and Fiscal Year-to-date data of these items. October data will be provided at the next regularly scheduled Board Meeting.

OFFICE ACTIVITIES

	Sept 21	Jan 21 - Dec 21
Reports of Water Waste	0	0
Leak Adjustments	0	8
Leak Adjustment Amount	\$0	\$7,427
Late Fee Waivers (Fees Start 7/1/21)	12	22
Late Fee Waiver Adjustment Amount	\$414	\$1,269

Water Resources

	Oct-21	Jul 21 - Jun 22
Groundwater Production	74.8	376.8
Supplemental Water Imported	<u>98.0</u>	<u>389.6</u>
Total Production	172.8	766.4

The District's total combined production, including groundwater production wells and supplemental water imported through the Joshua Road Pump Station, registered 172.8 AF for the month of October 2021.

NCSD imported 98 AF of water over the 31 day period in October, averaging 715 gallons per minute for an average total over 1 million gallons per day. For fiscal year 2021-22 the District must import at least 1,000 AF (84 AF per month on average) of supplemental water to meet the contractual obligation it has with the City of Santa Maria. The District has imported 389.6 AF of water for the first four months of the 12 month period, July 2021 through June 2022. Compared to the District's required 1,000 AF [Contract Amount], the District is 54 AF over the minimum water import requirement for the four month period July 2021 through October 2021.

NCSD GW Reduction

The District’s purveyor customers, Golden State Water Company and Woodlands Mutual Water Company, each claim 16.66% (cumulatively 33.33%) of the imported water NCSD brings onto the basin through the NSW. Of the 1,000 AF minimum imported water from the City of Santa Maria, 333 AF or 33.33% of the total imported water – whichever is greater – will be credited to these two purveyor customers. The credited amount must be added to the District’s groundwater pumping total every month to reflect the groundwater pumped by these customers in-lieu of taking imported water from the District. Table 2 below demonstrates the calculus for determining the District’s adjusted groundwater pumping reduction.

	Oct-21	Jul 21 – Oct 21
NCSD GW Well Production	74.8	376.8
Purveyor Customer Credit (33.3% of Import Water)	32.6	129.8
NCSD Total Calculated GW Production	107.4	506.6
Average GW Production for 2009-2013	223.6	1,064.2
NCSD Percentage of GW Reduction	52%	52%

2022 Fiscal Year Groundwater Pumping Forecast

Table 3 projects the District’s groundwater pumping reduction for the 2022 Fiscal Year. Under the current Stage 4 of the NMMA Water Shortage Response Stages, the targeted groundwater pumping reduction goal is to pump a total of 1,266 AFY (50% of 2009-2013 average District GW Pumping). July 2021 through October 2021 actual production and November 2020 through June 2021 historic production are combined in this table provide a projected estimate year end status.

Each year water demand trends slightly different depending upon the weather, a major factor that drives water consumption. As actual data replaces projected data, the value of the table to provide year-end groundwater reduction targets becomes more reliable and aids staff in recognizing opportunities for shifting water production strategies. Table 3 shows the District falling short of its pumping reduction goals for fiscal year 2022 by approximately 89 acft. Efforts continue to be made to reduce the shortfall. New pumps at JRPS will be installed in November 2021 and will add to the District’s ability to increase import water as needed to reach this goal.

Table 3 projects the District’s groundwater pumping reduction for the Fiscal Year 2022.

	Oct-21	Year-to-Date Jul-Jun 2022	Target	Over/(Under)	
NCSD GW Well Production	74.8	1,006.5			
Purveyor Customer Credit (33.3% of Import Water)	32.6	348.3			
NCSD Total Calculated GW Production	107.4	1,354.9	1,266.0	(88.89)	AcFt
Average GW Production for 2009-2013	223.6	2,533.4	2,533.4		
NCSD Percentage of GW Reduction	52%	47%	50.0%		

Table 4 compares the previous year's groundwater pumping with the current year's groundwater pumping for the same period.

	<u>Oct-21</u>	<u>Jul 21 -Oct 21</u>	<u>Oct-20</u>	<u>Jul 20-Oct 20</u>
NCSO GW Well Production	74.8	376.8	86.4	386.8
Purveyor Customer Credit (33.3% of Import Water)	<u>32.6</u>	<u>129.8</u>	<u>35.3</u>	<u>140.2</u>
NCSO Total Calculated GW Production	107.4	506.6	121.7	527.0
Average GW Production for 2009-2013	<u>223.6</u>	<u>1,064.2</u>	<u>223.6</u>	<u>1,064.2</u>
NCSO Percentage of GW Reduction	52.0%	52.4%	45.5%	50.5%

Table 4 is showing an improving trend towards reducing groundwater pumping when compared to the same period last year.

Rainfall Gauge

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
Oct 2021 Total	0.39	1.46
July-2021 through June-2022 (Season Total)	0.00	0.12
Nov 1, 2021 – Nov 5, 2021	<u>0.00</u>	<u>0.00</u>
Total Rainfall to date	0.39	1.58
County Reported Avg. Ann. Year Rainfall	18.0 ¹	14.0 ²
2006 - 2020 Avg. Ann. Year Rainfall*	15.39	13.30
2006 - 2020 Median Ann. Rainfall*	12.64	11.30

*Data from County website

Safety Program

No Safety Incidents to Report

Other Items

- COVID19 NCSO Response Plan Update [Attachment A]

Connection Report

Nipomo Community Services District Water and Sewer Connections	END OF MONTH REPORT											
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Water Connections (Total)	4476	4477	4485	4486	4495	4496	4496	4500	4500	4501		
Sewer Connections (Total)	3243	3243	3250	3250	3259	3260	3260	3264	3264	3265		
New Water Connections	1	1	8	1	9	1	0	4	0	1		
New Sewer Connection	1	0	7	0	9	1	0	4	0	1		
Galaxy & PSHH at Orchard and Division Sewer Connections billed to the County	478	478	478	478	479	479	479	479	479	479		

The Connection Report is current to November 5, 2021

Supplemental Water Capacity Accounting

Summary Since January 25, 2008

	Number of Equivalent Meters	AFY
Supplemental Water Available for Allocation	947	500.0
Supplemental Water Reserved (Will Serve Letter Issued)	130	-68.6
Subtotal Net Supplemental Water Available for Allocation	817	431.4
Supplemental Water Assigned (Intent-to-Serve Issued)	176	-92.4
Total Remaining Supplemental Water Available for Allocation	641	339.0

As of October 5, 2021

Meetings (October 25 through November 5)

Meetings Attended (telephonically or in person):

- Oct 25, Staff Mtg. - Cust. Service Specialist
- Oct 26, Staff Mtg. - Admin Supervisor Mtg.
- Oct 26, Developer Meeting – R. Rossi
- Oct 26, Eng/Admin Coordination Meeting
- Oct 27, Rotary
- Oct 27, Regular NCSD Board Meeting
- Oct 27, Exec. Team After-Board Meeting
- Oct 28, SLO County Water Action Team Mtg.
- Oct 28, Blacklake/NCSD Oversight Committee
- Oct 29, Staff Mtg. - Cust. Service Specialist
- Oct 29, NMMA-TG Meeting
- Oct 29, NMMA-TG Purveyor Manager's Meeting
- Oct 29, AWWA Proctor Duties
- Nov 1, NCSD Management Team Mtg.
- Nov 1, Board Officer Mtg.
- Nov 2, Special NCSD Board Meeting
- Nov 2, BLMA Meeting
- Nov 3, Rotary
- Nov 3, CSDA General Manager's Meeting
- Nov 4, Blacklake/NCSD Oversight Comm. Mtg.
- Nov 5, Financial Consultant – 2012 COP Refinancing

Meetings Scheduled (November 7 through November 12):

Upcoming Meetings (telephonically or in person):

- Nov 7, Rotary Event
- Nov 8, APCD Meeting – Permit Issue
- Nov 8, IWMA Meeting

- *Nov 9, Staff Mtg. - Cust. Service Specialist*
- *Nov 9, Nipomo High Meter Issue*
- *Nov 9, Eng/Admin Coordination Meeting*
- *Nov 10, Rotary*
- *Nov 10, Regular NCSD Board Meeting*
- *Nov 10, Exec. Team After-Board Meeting*
- *Nov 11, Veteran's Day Holiday*
- *Nov 12, Staff Mtg. - Cust. Service Specialist*

Upcoming Water Resource and Other Meetings

Upcoming Standing Meetings:

- *NMMA-TG: December 2nd (Thursday) @ 10:00 AM, Conf. Call*
- *RWVG: December 1st (Wednesday) @ 10:00 AM – Zoom Meeting*
- *WRAC: December 1st (Wednesday) @ 1:30 PM, Zoom Meeting*
- *NMMA Purveyor Meeting: December 3rd (Friday) @ 11:00 PM, Zoom Meeting*
- *NCSD Board Officer Meeting: November 29th (Monday) @ 2:00 PM, NCSD Conf. Rm.*

RECOMMENDATION

Staff seeks direction and input from your Board

ATTACHMENTS

- A. COVID19 - NCSD Response Plan

NOVEMBER 10, 2021

ITEM F

ATTACHMENT A

Date: November 10, 2021 Board Meeting
Response Activities to COVID19 Health Emergency
Prepared by: Mario Iglesias, General Manager

DISTRICT RESPONSE TO COVID-19, Updated November 5, 2021

New Actions

Mask Mandate in SLO County (reinstated on September 1st) will be lifted when:

1. The county reaches the yellow, “moderate” level of COVID-19 community transmission, as defined by the Centers for Disease Control and Prevention (CDC), and stay there for at least 10 days, and
2. Public Health Officer Dr. Penny Borenstein determines that COVID-19 hospitalizations are low and stable and area hospitals are able to meet the needs of patients.

County Health COVID19 Rapid Test on Back Order – NCSD requesting additional tests. Sufficient tests to sustain testing protocol through November 2021.

Personnel on Quarantine

Office Personnel: [No Change]

No administrative personnel affected at this time

Operational Personnel: [No Change]

No operational personnel affected at this time. (One was quarantined week of 9/6/21)

Vaccine Update: (An unvaccinated employee resigned in October)

- 17 District Personnel received their second dose of the vaccine.
- 2 employees declined vaccination (was 3 employees in September)

Ongoing Actions

1. Unvaccinated Employees tested at least once per week
2. Following SLO Co. Masking guidelines
3. Following Cal/OSHA guidelines
4. Participate in SLO County EOC Briefings
5. Review SLO County EOC Status Reports
6. Practicing Social Distancing
7. Face coverings are required when employees are in District Buildings when they are away from their work stations
8. Office Rules for Safe Customer Management – CDC Guidance Enforced

Previous Actions

1. For the Month of September, District Staff Tested 44 times (all negative results)
2. Mask Mandate Requirement Update – As of September 1, 2021, masks must be worn indoors at public facilities.
3. COVID19 Rapid Test Kits secured from SLO County at no cost to provide weekly work-place testing.
4. NCSD Board Passes Resolution Declaring Emergency in District [Res. 2020-1550, Mar. 24, 2020]
5. Admin Office Closed to the Public
 - a. Meetings are virtual – Conference Calls
6. Discontinued: Split staff into two teams

Date: November 10, 2021 Board Meeting
Response Activities to COVID19 Health Emergency
Prepared by: Mario Iglesias, General Manager

- a. See schedule on Response Plan
7. Received directions for FEMA Public Assistance – Cost Tracking Guidance
8. Governor’s Executive Order – No Water Turn-offs
 - a. District instituted this policy as well as a No Late Fee – No Penalty Fees
9. Wipe-down between shifts
10. Each operator in separate designated vehicle.
11. Received additional PPE. Administration Staff will be on normal schedule 8-4:30 starting Monday May 18th
12. Operations Staff are on normal 7:00 am to 3:30 pm work schedule as of Monday, May 4th. County opened up construction sites.
13. Expanded Customer Service Work to include site visits for investigations (high bills, meter issues) week of May 11
14. Trailers for quarantine have been returned – May 1
15. District to begin wastewater sampling in conjunction with County effort to determine presence of COVID19 in communities – May 11
16. Temporary Admin Support Workers brought back to Office (Provider incentivized due to PPP Funds) – June 1
17. Lobby Modifications: Glass is equipped with speaker plates to allow the communication between customer and clerk without opening the sliding window.
18. Board Meetings open to the public.
19. County Offices Continued Closed with Appointments provided to some departments as needed.
20. June 18, 2020, Governor Order issued requiring face masks be worn in public places. District management purchased disposable face masks for staff, Board Members, and any public that attends District Board Meetings and lack a face mask.
21. The customer counter window modifications at the office are completed.
22. Capital Improvement Projects continue to be impacted and schedules for completion continue to be pushed back due to material delivery delays.
23. Administrative Office open to public – April 19, 2021