

Pursuant to Government Code Section 54953(e), members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Board Secretary at boardcomment@cambriacsd.org.



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, July 14, 2022 - 1:00 PM

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85344986572?pwd=SWpDTnd0K25YNUFVdENsRjdVNm12UT09>

Passcode: 743886

Or One tap mobile:

US: +16699006833,,85344986572# or +12532158782,,85344986572#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592
or +1 312 626 6799

Webinar ID: 853 4498 6572

International numbers available: <https://us06web.zoom.us/j/85344986572>

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session
- E. President's Report
- F. Agenda Review: Additions/Deletions

2. AWARDS, ACKNOWLEDGMENTS AND PRESENTATIONS

- A. Swearing in of New SAFER Firefighter

3. BOARD MEMBER COMMUNICATIONS

Any Board Member may make an announcement, report briefly on his or her activities, or ask a question for clarification.

4. COMMISSION REPORT

- A. PROS Chairman's Report

5. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

6. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

- A. Consideration of Resolution 46-2022 Calling for a General District Election within the Cambria Community Services District (CCSD) on Tuesday, November 8, 2022 and Requesting Consolidation of the CCSD Election with the November 8, 2022 Consolidated General Election for San Luis Obispo County
- B. Consideration of Adoption of Resolution 47-2022 Updating the Assignment of Banking Powers for Cambria Community Services District
- C. Consideration of Adoption of Resolution 48-2022 Approving the Second Amendment And Restated Joint Powers Agreement to Establish An Integrated Waste Management Authority for the Cities of San Luis Obispo County, California, and to Authorize the General Manager to Execute Same

7. REGULAR BUSINESS

- A. Discussion and Consideration of the Policy Committee's Recommendation that the Board Direct the Policy Committee to do a Needs Assessment Regarding Establishing a District Code of Ethics
- B. Discussion and Consideration to Form an Ad Hoc Committee to Define the Policy Needs and Parameters for the Creation of a CCSD Climate Change/Climate Crisis Policy and Make Recommendation to the Board of Directors and the Policy Committee Regarding Creation of Such Policy
- C. Discussion and Consideration of Adoption of Resolution 49-2022 Amending the Fiscal Year 2022/2023 Preliminary Budget to Include the Santa Rosa Well 4 Replacement Project and Authorizing the General Manager to Negotiate and Execute an Agreement

8. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

- A. Finance Committee's Report
- B. Policy Committee's Report
- C. Resources and Infrastructure Committee's Report
- D. Other Liaison Reports and Ad Hoc Committee Reports

9. FUTURE AGENDA ITEM(S)

This is an opportunity to request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct the General Manager to place a matter of business on a future agenda by majority vote

10. ADJOURN

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 14, 2022

Subject: Consideration of Resolution 46-2022 Calling for a General District Election within the Cambria Community Services District (CCSD) on Tuesday, November 8, 2022 and Requesting Consolidation of the CCSD Election with the November 8, 2022 Consolidated General Election for San Luis Obispo County

RECOMMENDATIONS

Staff recommends that the Board of Directors adopt Resolution 46-2022 calling for a General District Election within the CCSD on Tuesday, November 8, 2022 and requesting that the CCSD Election be consolidated with the November 8, 2022 Consolidated General Election for San Luis Obispo County.

FISCAL IMPACT

Consolidating the CCSD's election with other elections significantly reduces the CCSD's cost to print the ballot. The estimated cost is \$11,000 and will be included in the Proposed Fiscal Year 2022/2023 Budget.

DISCUSSION:

There will be two vacant positions with the CCSD Board of Directors that will be filled during the November 8, 2022 General Election. President Donn Howell's and Director Cindy Steidel's terms will expire on December 2, 2022; the individuals elected to those positions will serve four-year terms beginning December 2022 and ending December 2026.

The attached Resolution provides for calling for the election and requesting that the election be consolidated with the November 8, 2022 Consolidated General Election. The Resolution requesting consolidation must be filed with the County no later than Friday, August 12, 2022. Items 1 and 2, below, were filed with the County of San Luis Obispo on Friday, July 1, 2022.

1. Notice to County Elections Official – Elective Offices
2. A map of CCSD's boundaries

Attachments: Resolution 46-2022

5/6/2022 County of San Luis Obispo Office of the Clerk-Recorder Letter
CCSD District Boundaries Map

RESOLUTION 46-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT CALLING FOR A
GENERAL DISTRICT ELECTION WITHIN THE CAMBRIA COMMUNITY SERVICES
DISTRICT (CCSD) ON TUESDAY, NOVEMBER 8, 2022 FOR THE PURPOSE OF
ELECTING TWO DIRECTORS TO TERMS OF OFFICE AND REQUESTING
CONSOLIDATION OF THE CCSD ELECTION WITH THE
NOVEMBER 8, 2022 CONSOLIDATED GENERAL ELECTION

WHEREAS, pursuant to the California Elections Code, the Board of Directors of the Cambria Community Services District must call for an election to be held on Tuesday, November 8, 2022 for the purpose of electing successors for the two members of the Board whose terms of office will expire on December 2, 2022; and

WHEREAS, there will be a total of two (2) offices within the CCSD to be filled at said election, those offices now filled by the following Board members:

Donn Howell--four year term

Cindy Steidel--four year term; and

WHEREAS, pursuant to Elections Code §§10403 and 10555, said election may be consolidated with any other election; and

WHEREAS, it is desirable that the General District Election be consolidated with the Consolidated General Election to be held on the same date and that within the CCSD the precincts, polling places and election officers of the two elections be the same, and that the County Elections Division of the County of San Luis Obispo canvass the returns of the General District Election and the election be held in all respects as if there were only one election.

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

1. A General District Election shall be held within this District on Tuesday, November 8, 2022 for the purpose of electing two (2) Directors to four-year terms of office that will commence on December 2, 2022 and expire on December 4, 2026.
2. That pursuant to the requirements of Sections 10403 and 10555 of the Election Code, the Board of Supervisors of the County of San Luis Obispo is hereby requested to consent and agree to the consolidation of a General District Election with the Consolidated General Election on Tuesday, November 8, 2022, for the purpose of the election of two (2) Directors.
3. That the Elections Division of the County Clerk-Recorder's Office is authorized to canvass the returns of the General District Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the Consolidated General Election.

- 4. That the Board of Supervisors is requested to issue instructions to the Elections Division of the County Clerk-Recorder’s Office to take any and all steps necessary for the holding of the consolidated election. The Board of Directors agrees to reimburse the County of San Luis Obispo in full for services performed relating to this election upon presentation of a bill.

- 5. That the Board Secretary is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Elections Division of the San Luis Obispo County Clerk-Recorder’s Office.

By unanimous vote on the motion of Director _____, seconded by Director _____ Resolution No. 46-2022 is hereby adopted this 14th day of July, 2022.

AYES:

NAYS:

ABSENT:

 Donn Howell
 President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

 Leah Reedall
 Board Secretary

 Timothy J. Carmel
 District Counsel



COUNTY OF SAN LUIS OBISPO
OFFICE OF THE CLERK-RECORDER

Elaina Cano - County Clerk Recorder

Melissa Lile - Deputy Director-Registrar

Melanie Foster - Deputy Director-Clerk-Recorder

May 6, 2022

Cambria Community Services District
P.O. Box 65
Cambria, CA 93428

Dear District Secretary:

Pursuant to California Elections Code Section 1303(b), your district's biennial election will be held on Tuesday, November 8, 2022. In connection with this election the items listed below must be acted upon by the district board of directors and submitted to our office by the deadlines set in accordance with the enclosed Calendar of Events.

1. Notice to County Elections Official - Elective Offices to be Filled (enclosed)
2. A map of your district's boundaries (even if they have not changed)
3. A resolution by the board of directors requesting consolidation with the November 8, 2022, Consolidated General Election (sample enclosed)

To prepare for the nomination period, Items 1 and 2 above must be filed with our office by **Friday, July 1, 2022**. Item 3 above shall be filed with our office no later than **Friday, August 12, 2022**; however, if possible, it would be appreciated if your resolution could be submitted by July 22, 2022. If you are planning on putting a measure on the ballot, along with the offices to be filled, please contact our office immediately.

Included is a list of the terms which are to be filled at the upcoming election according to our records. Please review your district's information and notify us immediately if this information is incorrect.

Thank you in advance for your cooperation for providing the required information in a timely manner.

Sincerely,

A handwritten signature in cursive script that reads "Elaina Cano".



**NOTICE TO COUNTY ELECTIONS OFFICIAL
ELECTIVE OFFICES TO BE FILLED, MAP OF DISTRICT BOUNDARIES,
PAYMENT OF CANDIDATE STATEMENT OF QUALIFICATIONS**

Elections Code §§10509,10522

Name of District

TO THE COUNTY ELECTIONS OFFICIAL OF SAN LUIS OBISPO COUNTY:

1. Notice is hereby given that the elective offices of the district to be filled at the Consolidated General Election on November 8, 2022, are as follows:

NUMBER OF DIRECTORS TO BE ELECTED	TERM OF OFFICE
_____	Four Year Term
_____	Two Year Term

Name of Elected officials whose term will be expiring.

2. The qualifications of a nominee and of an elective office of the district are as follows:

SHALL BE A REGISTERED ELECTOR RESIDING IN THE DISTRICT

3. Pursuant to Elections Code§10522, a map showing the boundaries of the district is attached.

Have the boundaries changed since 2020?

YES_____ **NO**_____

4. Please indicate whether the DISTRICT or the CANDIDATE will pay for the printing and handling of the Statement of Qualifications, per Elections Code §13307

DISTRICT _____ **CANDIDATE** _____

Signed:_____ Dated:_____

Print Name and Title:_____



Incumbent List by District District Range: CS26 to CS26

Incumbent	Regular & Alt Phone Numbers	Term of Office	Begin & End Term Dates
CS26 Cambria Community Services District			
4230 Cambria Community Services District DIRECTOR			
4230 - 2 Harry Nicetude Farmer		4	12/04/2020 - 12/06/2024
<i>Res Addr:</i> 1600 Burton Dr Cambria, CA 93428	<i>Mail Addr:</i> PO Box 534 Cambria CA 93428	Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Elected Party..... [REDACTED] Incumbent Vacated..... No harry@hfastrologer.com	
<i>Remarks:</i> CONF #(805) 801-1305			
4230 - 4 Thomas Stephen Gray		4	12/04/2020 - 12/06/2024
<i>Res Addr:</i> 801 Warren Rd Cambria, CA 93428	<i>Mail Addr:</i> 801 Warren Rd Cambria, CA 93428	Incumbent - Elect..... No Residence County..... No Appointed/Elected..... Elected Party..... Incumbent Vacated..... No tomgrayforccsd@gmail.com	
4230 - 5 Karen Ann Dean		4	12/04/2020 - 12/06/2024
<i>Res Addr:</i> 1736 Pineridge Dr Cambria, CA 93428	<i>Mail Addr:</i> PO Box 1087 Cambria CA 93428	Incumbent - Elect..... No Residence County..... No Appointed/Elected..... Elected Party..... Incumbent Vacated..... No karendean4ccsd2020@outlook.com	
4235 Cambria Community Services District DIRECTOR			
4235 - 4 Donn W Howell		4	12/07/2018 - 12/02/2022
<i>Res Addr:</i> 2199 Oxford Ave Cambria Ca 93428	<i>Mail Addr:</i>	(805)705-1478 (805)924-1116 Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Elected Party..... [REDACTED] Incumbent Vacated..... No donn.howell@gmail.com	
4235 - 5 Cynthia D Steidel		4	12/07/2018 - 12/02/2022
<i>Res Addr:</i> 320 Jean St Cambria Ca 93428	<i>Mail Addr:</i>	Incumbent - Elect..... No Residence County..... Yes Appointed/Elected..... Elected Party..... [REDACTED] Incumbent Vacated..... No CMHUNDEL@AOL.COM	

Total Incumbents: 5

SPECIAL DISTRICT CALENDAR OF EVENTS
NOVEMBER 8, 2022, CONSOLIDATED GENERAL ELECTION

DATE/DEADLINE	EVENT
July 6, 2022 E-125 days EC §§10509, 10522	District Secretary completes and delivers to the County Elections Official, the Notice of Elective Offices to be filled, along with the map of the district's boundaries.
JULY 11 - AUG 10, 2022 E-120-90 Days EC Code §12112 EC §12113	County Elections Official shall publish the Notice of Election for each district containing: <ol style="list-style-type: none"> 1. The date of the election 2. The office for which candidates may file 3. The qualifications for office 4. Location where candidates may file for office and the deadlines 5. Statement regarding appointments EC §10515 <p>In addition, the County Election Official, shall, by a general press release, set forth the offices to be filled and a telephone number to call for information.</p> <p>County Elections Official shall deliver a copy of all published notices to the District Secretary for posting in the district office.</p>
JULY 18 - AUG 12, 2022 E-113-88 Days EC §§10510, 10603 HNC §6053 EC §10515	Nomination Period - Candidates file declaration of candidacy forms and other related nomination documents with the County Elections Official. No person may file papers for more than one district office at the same election. Candidates for Harbor Commissioner must file nomination papers signed by 25 to 50 registered voters within the District. Insufficient Nominees - if by the close of nominations for a given office, there are insufficient or no nominees, and a petition requesting an election has not been filed, the district will not hold an election. Those candidates who filed Declarations of Candidacy will be appointed in-lieu of election by the Board of Supervisors. Upon recommendation of the District, the Board of Supervisors will make appointments where no candidates filed the requisite papers.
AUG 12, 2022 E-88 Days EC §§10403	Last day for districts to file their resolutions requesting consolidation of their election with the November 8, 2022, General Election with the County Elections Official.
AUG 13 - AUG 17, 2022 E-87-83 Days EC §10604	Extended Filing Period- If an incumbent officer does not file a declaration of candidacy by August 12th, any person other than the incumbent , may file between these dates. The extension is not applicable if there is no incumbent to be elected.
AUG 15, 2022 E-85 Days EC §13307(3)	Last Day for a candidate to withdraw their Statement of Qualifications. Once filed, the statement cannot be changed, only withdrawn. If the office has a filing extension, the last day to withdraw the statement of qualifications is August 18th.
DEC 6, 2022 EC §10554	Term of Office begins. Prior to taking office, each elective officer shall take the official Oath of Office.
JAN 3, 2023 HNC §§6050, 6055, 6056	Term of Office for Harbor Commissioners begins at noon. Prior to taking office, each commissioner shall take the official oath and execute any bond required by the principal act.

* Denotes a date that falls on a County holiday or weekend. Deadline extends until the next business day.

EC = Election Code HNC = Harbors and Navigation Code (E-) = Election Day Minus

(SAMPLE RESOLUTION)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF DISTRICT)

REQUESTING CONSOLIDATION OF THEIR BIENNIAL ELECTION WITH THE

NOVEMBER 8, 2022, CONSOLIDATED GENERAL ELECTION

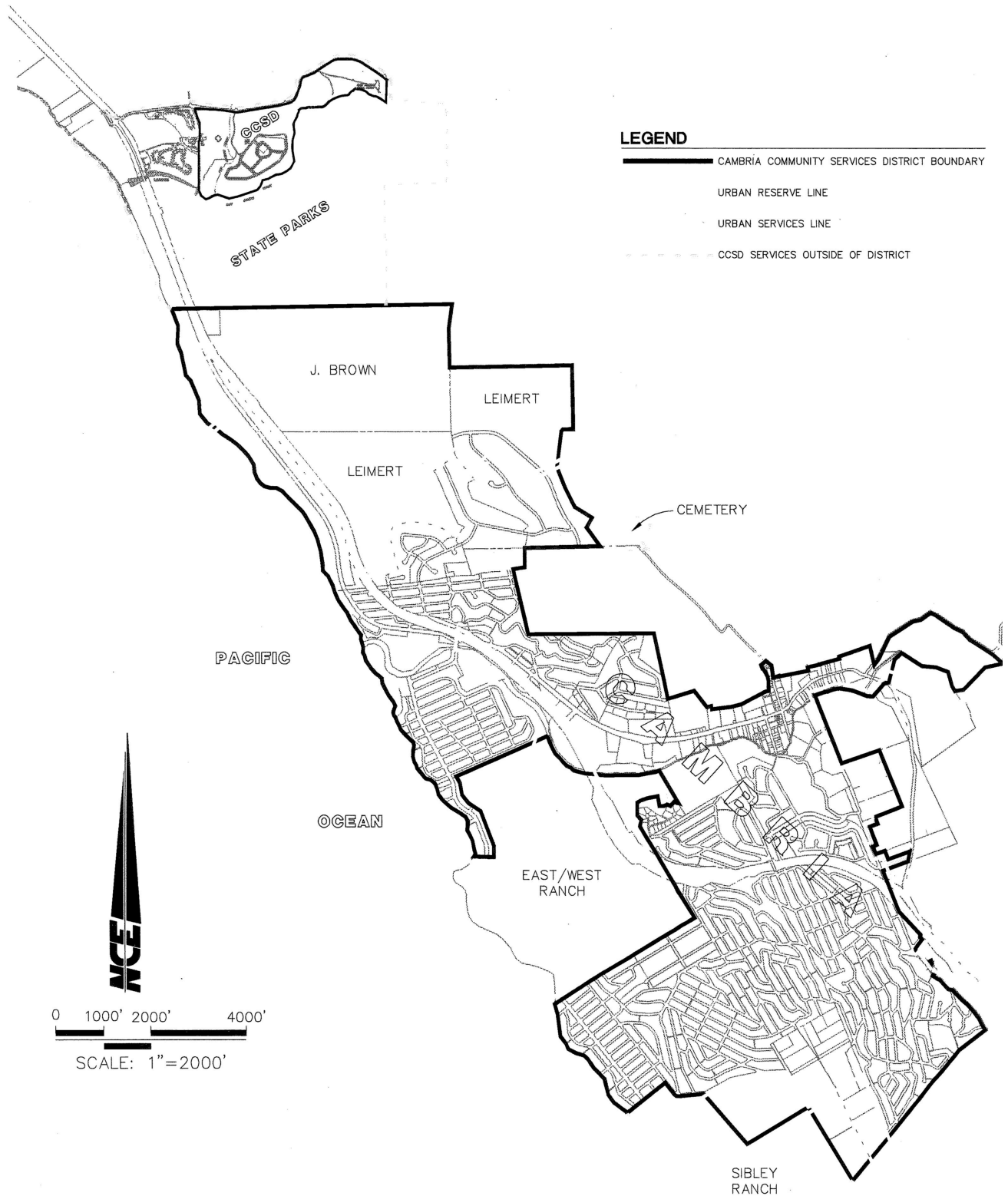
WHEREAS, an election shall be conducted on November 8, 2022, for this district pursuant to the Uniform District Election Law commencing with Elections Code §10500; and

WHEREAS, pursuant to Elections Code §10555, said election may be consolidated with any other election pursuant to Part 3 (commencing with Section 10400); and

WHEREAS, the Board of Directors requests the San Luis Obispo County Board of Supervisors consolidate this District's General District Election with any other election which may be held on the same day.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows: The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of this district to be held on November 8, 2022, with all other elections held on the same date. This request is made pursuant to Elections Code §§10555 and 10400, et seq. The Board of Directors agrees to reimburse, upon presentation of a bill, the County of San Luis Obispo in full for services performed relating to this election.

CCSD BOUNDARY & S.L.O. Co. PLANNING LINES



CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**FROM: John F. Weigold, IV, General Manager
Pamela Duffield, Administrative Department Manager

Meeting Date: July 14, 2022	Subject: Consideration of Adoption of Resolution 47-2022 Updating the Assignment of Banking Powers for Cambria Community Services District
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RECOMMENDATIONS:

Staff recommends that the Board of Directors adopt Resolution 47-2022 updating the banking powers authority, as listed in the attached Exhibit A.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Staff recommends the following revisions to the current assignment of banking powers, approved by the adoption of Resolution 19-2022, dated April 14, 2022:

- Add: Denise Fritz, Finance Manager
- Change: Pamela Duffield, Administrative Department Manager
- Remove: William Hollingsworth, Fire Chief

Exhibit A to Resolution 47-2022 has been revised as specified above and is presented for the Board's review and consideration.

Attachments: Resolution 47-2022 and Exhibit A

RESOLUTION 47-2022
July 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
UPDATING THE ASSIGNMENT OF BANKING POWERS FOR
CAMBRIA COMMUNITY SERVICES DISTRICT

WHEREAS, the Cambria Community Services District (“CCSD”) has bank accounts at Pacific Premier Bank (“PPB”), as well as an investment account with the State of California Local Agency Investment Fund (“LAIF”); and

WHEREAS, PPB and LAIF require an adopted resolution specifying which banking powers are assigned to CCSD officials and staff; and

WHEREAS, it is necessary to update the assignment of banking powers for the CCSD’s bank and investment accounts.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cambria Community Services District that banking powers are hereby granted to the individuals listed in the attached Exhibit “A,” which is incorporated herein by this reference. This Resolution supersedes all previously adopted Resolutions relating to the assignment of banking powers.

PASSED AND ADOPTED this 14th day of July, 2022.

Donn Howell, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Leah Reedall
Board Secretary

Timothy J. Carmel
District Counsel

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXHIBIT “A” TO RESOLUTION 47-2022
July 14, 2022
AUTHORIZED BANKING POWERS**

AGENT’S NAME AND TITLE OR POSITION

A	Karen A. Dean, Director
B	Cindy Steidel, Director
C	Harry Farmer, Director
D	Donn Howell, Director
E	Thomas S. Gray, Director
F	John F. Weigold, IV, General Manager
G	Denise Fritz, Finance Manager
H	Pamela Duffield, Administrative Department Manager
I	Rachelle Benjamin, Administrative Technician III
J	Raymond Dienzo, Utilities Department Manager/District Engineer
K	Vacant
L	Miriam Orozco, Administrative Technician III
M	Haley Dodson, Administrative Analyst – HR & IT

Holder of Power	Description of Power	No. of Signatures Required
None	All Powers Listed.	N/A
F,J	Open any deposit or share account(s) in the name of the CCSD.	2
A,B,C,D,E,F,H,J	Endorse Checks and orders for the payment of money or to otherwise withdraw or transfer funds on deposit.	2
F,J	Upon receiving Board of Directors’ approval, borrow money on behalf and in the name of the CCSD, sign, execute and deliver promissory notes or other evidence of indebtedness.	2
F,J	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a safe deposit box.	2
A,B,C,D,E,F	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now or hereafter owned or acquired by the CCSD as security for sums borrowed, and to discount the same, unconditionally guarantee the payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	2

Holder of Power	Description of Power	No. of Signatures Required
F,G,H,J	Transfer LAIF funds into/out of CCSD bank accounts.	N/A
G,H,I,J	Issue stop-payment of checks and order for payment of money and like activities.	N/A
F,G,H,I,J,K,L,M	Make account inquires and deposits.	N/A
G,H,I,J,K,L,M	Pick up bank statements.	1
G,H,I,J,K	Recurring electronic payment of federal and California payroll taxes.	N/A
G,H,I,J,K	Recurring electronic payroll direct deposits.	N/A
G,H,I,J,K,L	Recurring electronic deposits into CCSD accounts.	N/A
G,H,I,J,K	Recurring electronic transfers between CCSD accounts.	N/A
G,H,I,J,K	Recurring manual transfers between CCSD accounts.	1

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C.**

FROM: John F. Weigold, IV, General Manager

Meeting Date: July 14, 2022

Subject: Consideration of Adoption of Resolution 48-2022 Approving the Second Amended And Restated Joint Powers Agreement to Establish An Integrated Waste Management Authority for the Cities of San Luis Obispo County, California, and to Authorize the General Manager to Execute Same

RECOMMENDATIONS:

It is recommended that the Board of Directors adopt Resolution 48-2022 Approving the Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities of San Luis Obispo County, California (the "Second Amended JPA"), and authorize the General Manager to execute same.

FISCAL IMPACT:

There is no fiscal impact associated with this item at this time.

DISCUSSION:

The Integrated Waste Management Authority (IWMA) is a Joint Powers Authority that has been comprised of the County of San Luis Obispo (County), seven cities (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo) and numerous special districts (the Avila Beach, California Valley, Cambria, Ground Squirrel Hollow, Heritage Ranch, Los Osos, Nipomo, Oceano, San Miguel, Nipomo, San Simeon, and Templeton Community Services Districts, and the Cayucos Sanitary District). As has been discussed in previous staff reports related to compliance with SB 1383, IWMA has taken the lead as far as assisting its member agencies with complying with the new law's requirements.

The IWMA has been governed by a First Amended Joint Powers Agreement entered into by the County and the seven cities. A separate Memorandum of Agreement (MOA) between the IWMA's member jurisdictions and the special districts in the County with activated solid waste powers has governed the identified special districts' participation in the IWMA, including the Cambria Community Services District.

The IWMA had been governed by a thirteen-member Board of Directors consisting of all five County Supervisors, one elected representative from each of the seven cities, and one elected representative from the participating special districts. On August 10, 2021, however, the County Board of Supervisors held a hearing and voted to withdraw from the IWMA and implement an independent County solid waste compliance program. On September 14, 2021, the County Board of Supervisors passed a Resolution to formally notify the IWMA of its intent to withdraw on November 15, 2021.

On October 13, 2021, the IWMA Board of Directors approved as to form an amendment to the JPA that removed the County and enabled the Board of Directors to continue to meet and conduct the necessary business of the IWMA. In addition, the IWMA Board of Directors approved as to form an amendment to the MOA between the IWMA members and the special districts to ensure consistency with the amended JPA. These documents were presented to the Board of Directors and approved in November, 2021. As noted at that time, the IWMA MOA Amendment was only designed to facilitate IWMA's ongoing functioning while other issues related to its operations and existence were sorted out. A committee of staff from the IWMA and the remaining member agencies was formed to develop the additional amendments, which are now being presented to the Board of Directors for approval in the form of the new Second Amended JPA.

As noted, there has been a separate MOA between the IWMA's member jurisdictions and the special districts (now referred to in the Second Amended JPA as "Authorized Districts") that governed the special districts participation in the IWMA. Instead, provisions have been included in the new Second Amended JPA addressing the special districts as Participating Agencies as signatories to the Agreement, in order to avoid confusion created by the existence of two documents (the JPA and the MOA). As permitted by Public Resources Code Section 40977, the Second Amended JPA includes one Authorized District to be included as a member in the IWMA regional agency for the purpose of representation on the IWMA Board of Directors.

The Second Amended JPA also includes the following revisions:

A new Section 7 has been added, entitled 'Expressed Limitation of Powers.' This Section explicitly limits the Authority's regulatory and ordinance power to State mandated legislation only, and provides that:

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and exercising such powers as are imposed by law in the exercise of regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible...

Section 15, Withdrawal and Dissolution now provides for a six (6) month notice to withdraw as opposed to the 30 days that had been in the original JPA.

The Second Amended JPA also includes new updated recitals to include historical context and key pieces of legislation adopted after the original JPA was formed. References to the County's withdrawal is also provided for context, and AB 431, AB 1826, and SB 1383 are identified as they expand the IWMA's scope of service. Also, Section 10.5., Quorum and Voting, previously included a supermajority provision wherein any Board member could demand eight (8) affirmative votes on any item. That provision has been deleted.

Given the role that IWMA is currently serving in working with its member agencies on compliance with SB 1383 and other State mandated solid waste requirements, staff recommends that the Board of Directors adopt Resolution 48-2022 Approving the Second Amended and Restated

Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities of San Luis Obispo County, California, and authorize the General Manager to execute the same.

Attachments: Proposed Resolution
 Second Amended and Restated Joint Powers Agreement to Establish an
 Integrated Waste Management Authority for the Cities of San Luis Obispo
 County, California

RESOLUTION 48-2022
July 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA
COMMUNITY SERVICES DISTRICT THE ADOPTING THE SECOND
AMENDED AND RESTATED JOINT POWERS AGREEMENT TO ESTABLISH
AN INTEGRATED WASTE MANAGEMENT AUTHORITY FOR THE CITIES OF
SAN LUIS OBISPO COUNTY, CALIFORNIA

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County (“Cities”) 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”); and

WHEREAS, pursuant to the JPA, 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, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA to include the Authorized Districts for representation on the IWMA Board (also known as the First Amendment to the JPA); and

WHEREAS, in or around April 13, 2022, the IWMA Board considered and approved amendments to the JPA (“Second Amended and Restated JPA”), including those reflecting the withdrawal of San Luis Obispo County from the IWMA, and directed IWMA staff to circulate it to Participating Agencies for approval (a true and correct copy of the Second Amended and Restated JPA is attached hereto as Exhibit A); and

WHEREAS, the Second Amended and Restated JPA shall amend the JPA and shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, all Authorized Districts have been encouraged to execute the Second Amended and Restated JPA prior to October 15, 2022, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future State-mandated laws, rules and regulations; and

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amended and Restated JPA.

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

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution 48-2022 was adopted at a Regular Meeting of the Cambria Community Services District on July 14, 2022.

Donn Howell,
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Leah Reedall, Board Secretary

Timothy J. Carmel, District Counsel

EXHIBIT "A"

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

JOINT POWERS AGREEMENT

TO ESTABLISH AN

INTEGRATED WASTE MANAGEMENT AUTHORITY

FOR THE CITIES OF

SAN LUIS OBISPO COUNTY, CALIFORNIA

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

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this ___ day of _____, 2022, 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."

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo ("County") forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code section 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 "Original JPA Agreement"); and

WHEREAS, pursuant to the Original JPA Agreement, the member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority ("IWMA"); 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") amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board; and

WHEREAS, on or about November 15, 2021, the County withdrew from the IWMA; and the Cities and Authorized Districts determined that a single regional agency remained advantageous to advise, plan for, and implement solutions to common solid waste and a waste diversion efforts; and

WHEREAS, the IWMA was originally formed to meet the requirements of the California Integrated Waste Management Act (California Public Resources

Code section 40000 et seq.) and all regulations adopted under that legislation require, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the IWMA's formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste ("MCR")) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste; and

WHEREAS, since the IWMA's formation, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste ("MORE")) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses; and

WHEREAS, since the IWMA's formation, Senate Bill 1383 (Lara, 2016) was signed into law requiring jurisdictions to implement organic waste diversion programs that include providing organic waste collection services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic materials and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

WHEREAS, the Cities and Authorized Districts continue to believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act and other legislation more effectively than if they exercise those powers separately; and

WHEREAS, the Cities affirm, that pursuant to this Second Amended and Restated Joint Powers Agreement, the IWMA remains a regional agency in accordance with Public Resources Code section 40970 et seq.; and

WHEREAS, pursuant to Section 40977, the Cities shall include one (1) Authorized District to be included as a member in the IWMA regional agency for the purpose of representation on the IWMA Board of Directors; and

WHEREAS, the Authorized District "member" may change from time to time; the current elected or appointed Authorized District representative shall represent the collective interests of all Authorized Districts; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the

Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the Cities and the Authorized Districts (together “Participating Agencies”) 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, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and by the terms and conditions of this Second Amendment; and

WHEREAS, the Participating Agencies desire to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies, resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in this Agreement.

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, (Pub. Resources Code, § 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 (Pub. Resources Code, § 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 Second Amended and Restated 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 “Authorized Districts” means certain special districts with solid waste authority participating in the IWMA through this Second Amended and Restated Joint Powers Agreement, including but not limited to the 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, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District, or other qualified agencies that may later determine to become a Participating Agency by execution of this Agreement.

1.5 “Authorized District Representative” means the representative, or alternate, elected or appointed by the Authorized Districts to represent the Authorized Districts’ interests as a member of the IWMA regional agency pursuant to Section 40977 of the Public Resources Code.

1.6 “Board” means the Board of Directors of the Authority.

1.7 “CalRecycle” means the California Department of Resources Recycling and Recovery.

1.8 “City” means any Participating Agency that is a city, and “Cities” means all of the Participating Agencies that are Cities.

1.9 “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.)

1.10 “Executive Director” means the person hired and appointed by the Board as the Authority's chief administrative officer to administer the affairs of the Authority and to implement the policies of the Board.

1.11 “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

1.12 “HHW” means household hazardous waste as described in the household hazardous waste element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time. .

1.13 “HHWE” means the Household Hazardous Waste Element as required by the Act (Pub. Resources Code, § 40000 et seq.) as that element may be amended from time to time.

1.14 “IWMA” means the Authority as defined herein.

1.15 “IWMA Region” means the jurisdictional territory and boundaries of all Participating Agencies.

1.16 “Joint Facilities” means a materials recovery facility, composting or HHW Facility, or other facility developed for the purpose of complying with requirements established by state legislation or the regulations of CalRecycle, or combination thereof, which is owned by some or all of the Participating Agencies directly, or by the Authority, or by a private entity, or a public agency, for the benefit of some or all of the Participating Agencies.

1.17 “Members” means the Cities who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977. “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” also 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. (Pub. Resources Code, § 50000(a)(4).)

1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities and the Authorized Districts who are signatories to this Agreement, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.

1.19 “NDFE” means a Nondisposal Facility Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

1.20 “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.

1.21 “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 Participating Agency or a private entity, but in all events is operated for the benefit of the residents and/or constituents of the IWMA Region.

1.22 “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.

1.23 “SRRE” means a Source Reduction And Recycling Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

Government Code section 6500 et seq. provides that two or more public agencies by agreement may jointly exercise any power common to the contracting parties. Public Resources Code section 40977 authorizes a district to be included as a member of a regional agency. Public Resources Code section 40976 authorizes a city or county to enter into a memorandum of understanding with another city, county, or district for the purpose of preparing and implementing source reduction and recycling elements or a countywide integrated waste management plan. It is the intent of the Participating Agencies to utilize these statutory authorizations in this Agreement.

The Participating Agencies enter this Agreement with the intent to operate the Authority in compliance with the requirements of the Act and other state legislation, 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 Participating Agency are described in the applicable adopted plans. The Authority is formed with the purpose and intent of facilitating the development of programs and projects related to waste diversion for the benefits of the residents and/or constituents of the IWMA Region 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 Cities hereby re-create and re-establish an authority and public entity to continue to be known as the “San Luis Obispo County Integrated Waste Management Authority,” (hereinafter referred to as the “Authority” or “IWMA”) it being understood that the Board shall be entitled to change the Authority's name from time to time. The Authority shall be a public entity separate from each of the Cities and the Authorized Districts.

3.2 The Authority shall constitute and remain as a regional agency pursuant to Public Resources Code section 40970 et seq. The regional agency shall include one (1) Authorized District Representative as a member pursuant to Public Resources Code section 40977. Said regional agency, and not the Participating Agencies of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in 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 14 of this Agreement shall provide for indemnification for the benefit of the regional agency and its Participating Agencies 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 Participating Agencies. However, nothing in this Agreement shall prevent any Participating Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Participating Agency approve such contract or assumption in writing.

3.4 This Second Amended and Restated Joint Powers Agreement shall take effect upon its adoption by each of the Cities. The Authorized Districts, and each of them, may elect to participate in the IWMA by execution of this agreement wherein they shall be bound by its terms and conditions. All prior agreements, including the MOA, shall be extinguished upon the execution of this Agreement by the Cities.

SECTION 4. Inclusion of the Authorized Districts.

4.1 This Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to allow one (1) representatives of the Authorized Districts to participate in the governance of the IWMA pursuant to Section 40977 of the Public Resources Code. Participation of the Authorized Districts is limited to special

districts within San Luis Obispo County that possess solid waste authority. The Authorized District Representative shall have all the governing rights and powers granted to an IWMA City Member. This Second Amended and Restated Joint Powers Agreement shall supersede, replace, and supplant the Memorandum of Agreement executed by and between the Cities, the County, and the Authorized Districts in or around 2001.

4.2 Authorized Districts, collectively, shall appoint or elect one representative and one alternate to represent the Authorized Districts on the IWMA Board of Directors. Authorized District Representative shall be limited to elected or appointed officials of an Authorized District. Said representatives shall represent the collective interests of all Authorized Districts. The selected Authorized District Representative shall serve a defined term, if so determined by the Authorized Districts, or so long as they hold an elected or appointed office with their Participating Agency, or until they resign or are removed prior to the end of their term. The Authorized District Representative alternate shall be entitled to vote on IWMA matters only in the absence of the Authorized District Representative.

4.3 The Authorized Districts, as Participating Agencies, shall have no individual powers and/or authority other than through the Authorized District Representative.

SECTION 5. Term.

The Authority is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 15 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 6. Powers.

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, 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 other legislation and, to the extent permitted by the Act and this Agreement, implement plans approved by the IWMA and 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 IWMA Region. 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 Participating Agencies without the express written consent of such Participating Agency.

6.2 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;
- (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 6.1 herein, as well as any and all services and programs provided and/or implemented 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 6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

- (l) to sell or lease the facilities identified in Paragraph 6.1 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 6.1 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;
- (o) to prepare and implement plans and programs as deemed necessary and/or beneficial to the Authority in carrying out the purposes of this Agreement;
- (p) to provide public education, outreach, and marketing activities in support of diversion and edible food recovery programs;
- (q) to enter into memorandums of understanding with other regional agencies, cities, counties, and special districts;
- (r) to adopt, as authorized by California law, ordinances as are necessary to ensure and oversee compliance with any and all current and future state-mandated legislation and

programs related to solid waste, recycling, and waste diversion;

- (s) to act as the delegate, on behalf of the Participating Agencies, for the responsibilities of compliance, monitoring, reporting, and education of all state-mandated legislation, including, but not limited to the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

6.3 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 in the exercise of similar powers. 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. Should the Participating Agencies desire to designate an alternative agency for the purposes of Section 6509, such new designation may be changed by resolution of the Participating Agencies without need for an amendment to this Agreement.

6.4 This Agreement shall not limit the ability of the Participating Agencies to plan, administer, implement, and otherwise conduct waste management and other related local programs as deemed appropriate by the agency and consistent with the purpose and intent of this Agreement.

SECTION 7. Expressed Limitation of Powers.

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and

regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible. Said policy shall not preclude other requirements such as Board consideration of the equitable distribution of services throughout the IWMA Region and program enhancements that are funded by grant revenues and/or reimbursements from Participating Agencies. Additionally, the IWMA shall establish a purchasing policy with a similar provision when preparing scopes of work for consultants and independent contractors who are engaged in implementing the Authority's projects and programs. Notwithstanding the foregoing, all existing IWMA ordinances, rules, and regulations, whether or not mandated by the state, shall remain in full force and effect and not subject to this limitation of power unless otherwise determined by the Board.

SECTION 8. Boundaries.

The boundaries of the Authority shall be the boundaries of the Cities and the Authorized Districts identified herein as the IWMA Region. In the event a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. In the event a qualified city or district joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority's use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.

SECTION 9. Organization.

9.1 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.

9.2 Participating Agencies.

- (a) Cities. City membership in the Authority shall be voluntary, but only the cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority as a regional agency. City representatives to the Authority shall consist of one (1) 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. The Cities may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected or appointed official and shall be able to vote only in the absence of the official representative.
- (b) Authorized Districts. The Authorized Districts shall be collectively represented on the Board by one (1) representative and one (1) alternate elected or appointed by and among themselves. The Authorized District Representative shall have all rights, power, and authority granted to a City representative. The Authorized District alternate shall be elected or

appointed officials and entitled to vote only in the absence of the official Authorized District Representative.

- (c) Representatives of the shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of their respective agencies, except that the Authorized District Representative and alternate shall be elected or appointed pursuant to Section 4. Representatives shall serve so long as they hold office with their member agency, until they shall resign or are removed by a majority vote of their member agency, or pursuant to a set term established by their member agency. Vacancies among representatives or alternates shall be filled in the same manner as the first appointment.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Executive Director of the Authority by the appointing agency.
- (e) In addition to the incorporated Cities and Authorized Districts presently a party to this Agreement, any other city or qualified special district 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 and/or participation of any Participating Agency shall be contingent upon the execution of this Second Amended and Restated Joint Powers Agreement, as same may be further amended from time to time, with no requirement to execute the Original JPA or any prior amendments thereto.

9.3 Principal Office. The principal office of the Authority shall be located at 870 Osos Street, San Luis Obispo, CA 93401. The Board may change that principal office upon giving at least 15 days' notice to each Participating Agency and to CalRecycle.

9.4 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 the Board.
- (b) Both the President and Vice President of the Board shall be elected at the last meeting preceding July of each 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.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall be an ex-officio member of all committees.
 - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.
- 2) Vice President
- a) Shall serve as President pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President.
 - c) Shall be an ex-officio member of all committees.
 - d) 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 Board, the officer elected to serve for the balance of the unexpired term.

9.5 Executive Director. The Board shall employ or contract for the services of a general manager (the “Executive Director”) who shall be the chief administrative officer of the Authority. The Authority shall select a qualified Executive Director using professional personnel standards and an open competitive process. The Executive Director shall plan, organize and direct the administration and operations of the Authority, either directly or by means of delegation to IWMA staff, 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 implement Board policy, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

9.6 Committees.

- (a) Committees, subcommittees, and advisory committees 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, and consisting of less than a quorum of 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 other committees as established by the Board. The composition and bylaws of the standing committees shall be established by the Board by resolution. All Standing Committee meetings shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

SECTION 10. Meetings of the Board.

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

10.2 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 fixed by resolution of the Board.

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

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

10.5 Minutes. The Executive Director shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, after each meeting and approval of the Board, cause a copy of the minutes to be forwarded to each Participating Agency.

10.6 Quorum and Voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of the Board. Each director shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The Board shall adopt such procedures as are consistent with this Agreement and applicable law and are necessary or helpful in conducting the business of the Authority in an orderly manner.

10.7 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 Board.

The line item and program budget shall be submitted in draft form to all Participating 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 6.1 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 Executive Director to expend funds for the purposes outlined in the approved budget, 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 6.1 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 budget(s) for the facilities identified in Paragraph 6.1 herein shall constitute authority for the Executive Director (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 6.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Participating Agency or Agencies. When such budgets are adopted by affected parties, appropriate accounts shall be established by the Authority and designated as such participant or participant's 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 Participating Agency or Agencies. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Participating Agency or Agencies, in which case such budgets shall not be a part of the budget of the Authority.

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

SECTION 11. 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 the Board. All monies in the joint operating fund shall be paid out by the Auditor-Controller / Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Executive Director of demands for payment, or as otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. No Participating Agency shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 6.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 11, without that Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by applicable statute or legislation and report the results of such audit to the Board.

11.1 Auditor-Controller / Treasurer. The Auditor-Controller / Treasurer of San Luis Obispo County shall be the Auditor-Controller / Treasurer of the Authority. The Auditor-Controller / Treasurer shall preform all responsibilities and obligations as provided in Government Code section 6505.5. To the extent a conflict exists between this Section 11 and the Government Code, the Government Code shall control.

11.2 Notwithstanding Sections 11.1 above, designation of the Auditor-Controller / Treasurer may be changed from time to time by resolution of the Board without necessitating amendment to this Agreement.

SECTION 12. Records and Accounts.

This Section and Section 11 are intended to ensure 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 Facilities or Sole Use Facilities, and all financial transactions of the Participating Agencies relating to any service or Joint Facilities or Sole Use Facilities. 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 Participating Agencies. The books of account shall be open to inspection at all times by a representative or agent of any of the Participating Agencies. 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 13. Rates and Fees.

The Authority shall be funded by a combination of rates, fees, and other funding mechanisms as allowed by applicable authority. Use of revenue from rates and fees shall not be restricted based upon the funding mechanism. The Authority shall establish and regulate rates and/or tipping fees at facilities within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisition, construction, repair, and maintenance of new and existing facilities; (2) the implementation of state legislation and regulations; (3) the operation of programs, education, outreach, monitoring and enforcement efforts; and (4) the preparation, adoption, and implementation a regional management plan.

The Authority may impose fees in amounts sufficient for (1) the implementation of state legislation and supporting programs; (2) education outreach, monitoring, reporting and compliance efforts; (3) the preparation, adoption, and implementation of a regional management plan; and (4) any other purposes as provided for by this Agreement. Revenue generation may include fees imposed on “Haulers” (defined as companies with an agreement with a governmental entity for the collection of solid waste, recyclables, or green waste in San Luis Obispo County), assessments, or any other funding mechanism as allowed by applicable authority. Rates and fees shall be set or modified by resolution only.

Prior to the Authority increasing rates or fees, or imposing new rates or fees, the Authority shall provide the Participating Agencies with all necessary facts, data, information and analyses related to justification and/or explanation of the proposed rates and fees that meet all applicable legal requirements to support their adoption. The Authority shall coordinate with the Participating Agency

managers in this regard to ensure the facts, data, information and analyses provided by the Authority is adequate to enable the Participating Agencies to implement the Authority's proposed rates and fees through the Proposition 218 process, if deemed applicable to a Participating Agency by that Agency; however, determinations regarding the application of Proposition 218 to any proposed increased rate or fee shall be made solely by each Participating Agency with no Authority representations of any kind.

The Authority shall establish a rate and/or fee setting policy which shall govern the obligations of the Authority to its Participating Agencies in the implementation of any new or increased rates or fees.

SECTION 14. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Participating Agency 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 Participating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that Participating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That Participating Agency shall also indemnify and hold the Authority and the other Participating Agencies harmless from and against any and all liabilities, damages, fines, 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 legal counsel. If two or more Participating Agencies are responsible

for a failure to meet any such requirements or are claimed to have violated any such requirements, the Participating Agencies responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Participating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Participating Agency or Agencies shall take such prompt, corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Participating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 15. Withdrawal and Dissolution.

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

15.2 Any party to this Agreement may withdraw from the Authority, upon providing six (6) months' prior written notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the Participating Agency shall have no effect on the continuance of this Agreement among the remaining Participating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining Participating Agencies. No

withdrawal shall become effective until six (6) months after receipt of the written notice by the Authority.

15.3 A Participating Agency 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 the 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 Participating Agency fails to pay a required contribution, as determined by the Board, that Participating Agency shall be provided with a sixty (60) day written notice and an opportunity to cure. If the Board determines that the Participating Agency has failed to cure or negotiate a cure within sixty (60) days following delivery of the written notice shall be deemed a voluntary withdrawal from the Authority.

15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by a majority of the Members 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 the Authority in proportion to the contributions made by the Participating Agencies. In the event the Authority is dissolved, the individual Participating 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 in addition to compliance with all waste management related legislation.

SECTION 16. Amendments Including Termination.

This Agreement may only be amended or terminated by a written instrument executed by a majority of the 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 Participating Agency 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 agency evidenced in a written instrument signed by a duly authorized representative of that Participating Agency.

SECTION 17. 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 18. Notices.

All notices which any Participating Agency of the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery, by electronic mail, or by US mail addressed to the Participating Agency, or Participating Agencies, or the Authority at its principal office, or to such other address as the Authority or Participating Agency or Participating Agencies 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), two days after mailing if deposited in the United States mail, or in 24 hours if provided by electronic mail.

SECTION 19. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Participating Agencies. However, no Participating Agency 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 Participating Agency. No assignment shall be effective unless and until the Authority, the Participating Agencies, 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 20. Severability.

Should any part, term, sentence, 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, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

SECTION 21. 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 22. Effective Date.

This Agreement shall take effect upon its execution by all Members, 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 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.

PARTICIPATING AGENCIES

CITIES	AUTHORIZED DISTRICTS
Arroyo Grande	Avila Beach CSD
Atascadero	California Valley CSD
El Paso de Robles	Cambria CSD
Grover Beach	Cayucos Sanitary District
Morro Bay	Ground Squirrel Hollow CSD
Pismo Beach	Heritage Ranch CSD
San Luis Obispo	Los Osos CSD
	Nipomo CSD
	Oceano CSD
	San Miguel CSD
	San Simeon CSD
	Templeton CSD

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.A.**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 14, 2022

Subject: Discussion and Consideration of the Policy Committee's Recommendation that the Board Direct the Policy Committee to do a Needs Assessment Regarding Establishing a District Code of Ethics

RECOMMENDATIONS:

Staff recommends that the Board of Directors receive, discuss and consider a recommendation from the Policy Committee and consider directing the Policy Committee to do a Needs Assessment for the creation of a District Code of Ethics Policy.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

DISCUSSION:

The Policy Committee has requested that the Board discuss and consider directing the Policy Committee to assess the District's need for a Code of Ethics Policy.

The District currently has no Ethics Policy but abides by California State law AB 1234 which requires two hours of ethics compliance training every two years and within one year of taking office for all directors, committee and commission members, as well as the general manager, department heads and the board secretary. The training is often completed online via the California Special Districts Association (CSDA).

Staff recommends the Board discuss and consider the Policy Committee's request and direct the Committee as appropriate.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.B**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 14, 2022

Subject: Discussion and Consideration to Form an Ad Hoc Committee to Define the Policy Needs and Parameters for the Creation of a CCSD Climate Change/Climate Crisis Policy and Make Recommendation to the Board of Directors and the Policy Committee Regarding Creation of Such Policy

RECOMMENDATIONS:

Staff recommends that the Board of Directors receive, discuss and consider a recommendation from the Policy Committee and consider forming an Ad Hoc Committee to define the policy needs and parameters for the creation of a District Climate Change/Climate Crisis Policy and report back to the Board.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

DISCUSSION:

The Policy Committee has requested that the Board receive a report from the Committee and consider the creation of a District Climate Change/Climate Crisis Policy.

The District currently has no Climate Change and/or Climate Crisis policy.

Staff recommends that the Board discuss and consider the Policy Committee's recommendation and direct the Committee as appropriate. Additionally, staff recommends that the Board discuss and consider forming an ad hoc committee to review the Policy Committee's Needs Assessment for the Creation of a CCSD Climate Change/Climate Crisis Policy and make a recommendation to the Board and the Policy Committee regarding the creation of such a policy.

Attachment: Letter from Policy Committee

Date: May 28, 2022

To: Harry Farmer, Chairperson Policy Committee

Re: Needs Assessment for Climate Change Policy

Dear Chairperson Farmer,

This request is the result of a discussion and motion which occurred during the Policy Committee's Regular Meeting on May 26, 2022. The committee voted to request that you forward a Needs Assessment for a climate change policy to the CCSD Board of Directors as outlined in the CCSD Bylaw 1.7.3(b). The Bylaw states, "The Policy Committee shall ...identify potential areas of policy needs not currently addressed in the CCSD Policy Handbook, and develop needs assessment regarding impact due to lack of policy and immediacy of need. The Committee Chair shall provide the needs assessment to the Board members for consideration."

The following information outlines the need for a CCSD Climate Change Policy:

As of May 2021, the scientific community is in agreement that we are now in a climate emergency. The latest reports on sea rise from the California Coastal Commission explain the alarming encroaching tide line that will challenge all coastal communities. Recognition of this and other threatening conditions for the planet and our local environment are part of the climate emergency. Recognition of the potential impact of sea level rise on fresh water storage capacity of the San Simeon and Santa Rosa Creek aquifers and on the associated water supply and waste treatment infrastructure is apparent.

Leadership in environmental stewardship while providing water and sewer services to meet the needs of the community's residents, businesses and guests lies within the purview of the CCSD, as does meeting water needs with production, storage, and efficient equipment for energy reduction practices throughout the system.

The District has already made some efforts to continue reducing electrical consumption, carbon emissions, waste generation and disposal. There appears to be a need to initiate further efforts in the following areas:

1. Prioritizing renewable power for office buildings, water treatment plants, equipment and tertiary systems.
2. Choosing electric and hybrid vehicles for purchase and/or leasing as equipment needs arise.
3. Actively encouraging and monitoring implementation of water saving fixtures throughout the community.
4. Assessing the environmental impact of utilization of recyclable products in the everyday activities of the CCSD.
5. Partnering with other agencies to enhance forest management, including defensible space monitoring.
6. Supporting Cambria's Dark Skies Initiative.
7. Exploring alternative green power sources for the community.

Our unique community of Cambria needs the CCSD Board of Directors to provide leadership in this very important realm which could begin with the adoption of a policy addressing how the District and Cambria's citizens can be active in preserving and conserving our precious environment.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.C.**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 14, 2022 Subject: Discussion and Consideration of Adoption of Resolution 49-2022 Amending the Fiscal Year 2022/2023 Preliminary Budget to Include the Santa Rosa Well 4 Replacement Project and Authorizing the General Manager to Negotiate and Execute an Agreement

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider adoption of Resolution 49-2022 Amending the Fiscal Year 2022/2023 Preliminary Budget to include the Santa Rosa Well 4 (SR4) Replacement Project, and authorize the General Manager to negotiate and execute an agreement for the work, subject to the review and approval of District Counsel.

FISCAL IMPACT:

On June 23, 2022, the Board of Directors adopted the FY 2022/23 Preliminary Budget. Due to recent events, there is an urgent need to establish a capital project budget for the Santa Rosa Well 4 Replacement Project. The estimated cost of the Santa Rosa Well 4 (SR4) Replacement Project is \$60,000, however, a project budget of \$75,000 is requested to cover any unforeseen expenses that may result during project activities. A budget adjustment is requested in the amount of \$75,000 and will be funded from Water Fund reserves, as provided in the chart below. The Water Fund reserves are estimated to be \$1,708,735 on June 30, 2023.

Budget Adjustment				Sources	Uses
Fund	Date	Agenda Item	Purpose		
Water			Funding from Water Fund Reserves	\$ 75,000	\$ -
Water			Santa Rosa Well #4 Replacement Project	\$ -	\$ 75,000
			Fund Sub-Total	\$ 75,000	\$ 75,000
			Difference (unidentified sources of funding)	\$ -	

DISCUSSION:

On June 1, 2022, Water Department staff performed an initial startup test run and raw water analysis to place SR4 online for dry season production. Upon startup, Staff observed water quality and pump capacity issues that triggered an extensive investigation. Miller Drilling Company was hired to perform a diagnostic evaluation of the well and pump. They discovered that the pump impellers were corroded and worn, which caused an electrical overload that damaged the pump motor. Staff also discovered corrosion on the suction pipe. Figure A shows a 2" hole which has allowed silt to enter the suction pump and degraded the water quality. Miller Drilling Company has provided a proposal to replace the suction pipe with a corrosion resistant material (CertaLocPVC), and install a new pump and motor.

Santa Rosa Well 3 (SR3) and SR4 have been off-line since January 23, 2022. These wells are the CCSD's supplemental source of supply during the dry season and are necessary to manage the San Simeon basin supply. San Simeon aquifer levels are below average for this time of year.

Supplemental production from SR3 and SR4 should be maximized within permit constraints as soon as possible.



Figure A - SR4 well casing with corrosion at 81' below surface. This failure allowed silt to enter the suction pipe, contributing to failure of the pump impellers and motor and degraded water quality.

Staff placed SR3 in service in June. SR3 is currently producing 350 GPM from this source. Having only one operable Santa Rosa well available for domestic production is a risk to the CCSD's water supply. If the San Simeon Well Field were to experience another interruption in service due to a failure in the bypass transmission main or any other mechanical failure, production for the entire community would come from SR3 alone, which is only capable of producing 350 GPM, a significant shortfall from the 1500 GPM needed for a fire flow event. The District maintains 1.75 million gallons of storage which would provide 72 hours of consumption for the community if such an emergency event were to occur.

In light of the above, replacement of the failed SR4 pump and well equipment should be considered an urgent priority.

Currently, the CCSD purchasing policy requires Board approval for purchases above the General Manager's spending authority of \$25,000 for items not already approved in the current fiscal year budget.

Staff recommends the Board of Directors adopt Resolution 49-2022 Amending the Fiscal Year 2022/2023 Budget, in the amount of \$75,000, to include the Santa Rosa Well 4 Replacement Project, and authorize the General Manager to negotiate and execute an agreement for the work, subject to the review and approval of District Counsel.

Attachments: Resolution 49-2022 Amending the FY 2022/23 Preliminary Budget
Exhibit A to Resolution 49-2022

RESOLUTION NO. 49-2022
July 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE FISCAL YEAR 2022/2023 BUDGET

WHEREAS, on June 22, 2022, the Board of Directors adopted Resolution 44-2022 approving the Preliminary Budget for Fiscal Year 2022/2023; and

WHEREAS, Government Code Section 61111(a) authorizes the board of directors of a community services district to amend the budget by resolution; and

WHEREAS, the Board of Directors desires to amend the Fiscal Year 2022/2023 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the Fiscal Year 2022/2023 Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of June, 2022.

Donn Howell
Board President

ATTEST:

APPROVED AS TO FORM:

Leah Reedall
Board Secretary

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT
 2022-2023 FISCAL YEAR BUDGET
 RECOMMENDED BUDGET ADJUSTMENT

Budget Adjustment

Fund	Date	Agenda Item	Purpose	Sources	Uses
Water			Funding from Water Fund Reserves	\$ 75,000	\$ -
Water			Santa Rosa Well #4 Replacement Project	\$ -	\$ 75,000
			Fund Sub-Total	\$ 75,000	\$ 75,000
			Difference (unidentified sources of funding)	\$ -	

**California Coastal Commission Liaison Report
July 14, 2022 CCSD Meeting**

The California Coastal Commission met in a hybrid format, both via Zoom and in person, on June 8, 9, and 10, 2022.

Among items of interest to our area of the Central Coast was a discussion of the Federal Consistency Determination by the Bureau of Ocean Energy Management for the leasing activities for future offshore wind development Morro Bay Wind Energy Area, which will be located in federal waters approximately 20 miles offshore of Cambria. A great amount of collaboration and coordination among many State and Federal, and other agencies, were involved in the analysis undertaken for this Coastal Commission report. There was a unanimous vote by the Commissioners to concur with Consistency Determination by the BOEM with the following 7 modifications/conditions.

Conditions 1, 2, and 3 are intended to minimize effects to marine resources.

Condition 1 requires BOEM to work with Commission staff to ensure that lessees' survey plans and Site Assessment Plans (SAP) are coordinated, consistent, minimize impacts to coastal resources, and provide the data and information necessary for analysis of future consistency certifications. Condition 1 also requires lessees to comply with marine wildlife protection and monitoring measures, to prepare a site-specific spill prevention and response plan and a critical operations and curtailment plan, and to provide an anchoring plan.

Condition 2 requires avoidance of intentional contact with hard substrate, rock out croppings, seamounts or deep-sea coral/sponge habitat.

Condition 3 requires a vessel speed restriction for survey activities, including transit, of no more than 10 knots.

Conditions 4 and 7 are to minimize adverse effects to recreational and commercial fishing.

Condition 4 requires BOEM to ensure safe navigation through the lease areas.

Condition 7 requires lessees to have an independent fisheries liaison that coordinates with the fishing community to ensure surveys and site assessment activities avoid conflict with fisheries, and requires BOEM to work with state agencies, fishermen and offshore wind developers to develop a statewide strategy for avoidance, minimization and mitigation of impacts to fishing and fisheries.

Conditions 5 and 6 are to minimize adverse effects to California Native American Tribes and cultural resources,

Condition 5 requires engagement with environmental justice communities on all elements of the lessees' project development processes including a workforce plan, survey plan, SAPs, and COPs.

Condition 6 requires engagement with federally recognized and non-federally recognized California Native American Tribes on all elements of the lessees' project development process including a workforce plan, survey and SAPs, and COPs. This includes developing communication protocols in the event of an unanticipated discovery of a potential tribe resource.

With Conditions 1 through 7 included, staff recommended that the Commission find BOEM's proposed activities fully consistent with the CCMP. As stated above, the Commissioners vote was unanimous.

Other discussions involved Kids Ocean Day Activities that were held at several beaches along our coast. Students from Bakersfield also participated, and they will be going to San Simeon Beach in July. A statewide video of the events from all the locations is being prepared, and will be presented at a future meeting.

Respectfully submitted,

CCSD Director Karen Dean
Board appointed liaison to the CCC

**Cambria Forest Committee Meeting summary for
June 10, 2022**

In attendance at today's meeting were Crosby Swartz, Chairman of the Cambria Forest Committee, Laura Swartz, treasurer of CFC, Christine Heinrichs, secretary of CFC, Bob Fountain of Greenspace the Cambria Land Trust, Devin Best, Executive Director, and Spencer Gordon, Conservation Technician of Upper Salinas-Las Tablas Resource Conservation District, John Nixon, President of the Friends of the Fiscalini Ranch Preserve Board of Directors, Neil Havlik from the California Native Plant Society, Keith Seydel, Director of the Rancho Marino Reserve, and Harry Farmer, member of the Cambria CSD Board of Directors.

The meeting began with an introduction of Spencer Gordon, who has replaced Andrew Johnson as Conservation Technician at the US-LT RCD. Spencer was previously employed by California State Parks in the Santa Cruz area. He was welcomed by all in attendance.

Laura Swartz reported that Camp Ocean Pines has received a Grant for a greenhouse to assist in planting Monterey Pine trees at the Camp. The Forest Committee had assisted COP in applying for the Grant last year.

Devin Best and Spencer Gordon also reported that State Parks received a Cal Fire Grant to work on roughly 400 acres of Rancho Marino and Camp Ocean Pines, to be known as the Cambria Pines Ecological Preserve. The goal is to do a Project Specific Analysis to improve forest health, reduce fire risk, and encourage watershed restoration. Different areas will be subject to various treatment modalities. The project will likely begin in October once the restoration project has been completed.

Neil Havlik from the CNPS again voiced his concerns regarding vegetation treatment projects, as has been witnessed on the Covell Ranch, and that test plots possibly do not reveal the extent to which work is being done, and how understory loss is affecting habitat and wildlife. He also observed that large amounts of wood chips are continuing to be left on the forest floor, again affecting forest well being. Devin Best expressed the hope that future meetings would help to cultivate understanding and consensus in this area. Spencer Gordon suggested that selective thinning of vegetation could replicate the effects of fire upon habitat, and that this would be an ecologically sound approach.

After this discussion both Devin and Spencer left the meeting.

A report was received from the recent Fire Safe Focus Group meeting advising that Fire Safe Council Business Manager Dan Turner stated that San Luis Obispo County had been awarded nearly \$9 million in grants.

A discussion took place led by Crosby Swartz regarding the use of Covered Conductors for high voltage power lines, and needing to contact PG&E to explore this possibility. It appears areas in Cambria where Covered Conductors could be used to reduce fire risk without cutting down trees would be in the Cambria Pines Lodge area, near the Cambria Nursery, and in the Fern Canyon Preserve.

John Nixon reported that FFRP has completed construction of a 24' x 10' greenhouse at the CCSD Facilities and Resources Headquarters. The intention is to propagate understory plants at the greenhouse to be used on the Fiscalini Ranch.

Future Agenda Items included a possible presentation about the use of Covered Conductors on high power lines, as well as videos from the Michigan State Forest Carbon and Climate Program and the Society of American Foresters.

The next Cambria Forest Committee meeting is scheduled for Friday, July 15th at 10AM via Zoom.

This report written and provided by CCSD Board Director Harry Farmer.

Summary of the Friends of the Fiscalini Ranch Preserve Board of Directors meeting of June 14, 2022

This month's meeting began with an update from Michael Doyle of Vanguard Investments, the company who oversees the use of FFRP's financial assets. He began by stating that the FFRP portfolio was down 12% to date so far this year, but that the financial circumstances for the group were similar to other non-profit organizations. He further commented that while a recession is possible, this should not seriously affect the financial investments of FFRP, and that essentially FFRP should just exercise caution and weather the current storm.

CCSD Facilities and Resources Supervisor Carlos Mendoza reported on recent activities on the Ranch. He stated that fire breaks had been completed on the Tipton, Trenton and Ramsey Trails, and that the only FB trail not started is on Park Hill heading north toward the sewer plant, due mainly to difficult terrain. He remarked that he and his crew, as well as contractors, cleaned up 5-10 homeless encampments, which took one day. Also, a dead pine tree was removed that had been endangering the classic Oak Tree by the bench on the Trenton trail. Carlos thanked the great crew at the Cambria Pines Tree Service for a job well done, and FFRP for paying the bill for this project.

Board President John Nixon sat in for Executive Director Kitty Connolly who is on vacation in presenting the Executive Director's report. John said that the draft has finally been drawn up regarding the encroachment policy on Ranch property, and that the policy would be provided for discussion by the Executive Committee at the July FFRP meeting. Dogs off leash was again discussed, noting that there is much conversation on this topic on Next Door, most all in favor of a leash law. CCSD Board Director Tom Gray suggested that FFRP send a letter to the CCSD Board suggesting that something be done on the Ranch that mirrors the County leash ordinance. It was also suggested there should ultimately be more obvious leash signs in the future, and that perhaps Ranch manager Mendoza could be authorized to further enforce the leash law on the Ranch. Also remarked upon was a "hodgepodge of signs" on the Ranch, especially at the Sealift entrance, that may need to be addressed in the future.

Developing and Marketing Committee member Ellie Etter said consideration was being given as to how to approach donors about giving more funding, and that new options and opportunities would be created for doing this in the near future.

Education Coordinator Sheryll Ebbs reported that only one tour of the Ranch was given this past month, and was to a family of 5, a husband and wife and their 3 children. They stated that they really enjoyed the tour and love the ranch, and would return in the summer. Also reported was that walks for grammar school children would be arranged for the Fall, and that in August new Resource packets would hopefully be provided for teachers. Finally, due to the long days of summer, the next astronomy walk would take place in October, perhaps in coordination with the Beautify Cambria Association and their Dark Skies Initiative.

Board member Joyce Renshaw gave her PROS liaison report, starting by thanking Mark and Susan Garman for their very positive letter regarding walking trails on flat areas of the East Ranch. Ranch Manager Mendoza observed that a Trails System is already described in the Ranch Community Park Plan, but that funding still remains to be obtained.

And finally, it was announced that Ranch Manager Carlos Mendoza and FFRP Board member Tom Loganbill put the 24'x10' greenhouse together at the Facilities and Resources facility, that it took five days to do so, there were many parts, that "tears and blood" was spilled, but the end result was a job well done!!

The next FFRP Board of Directors meeting will take place on July 12th at 4PM remotely via Zoom.

This report written and submitted by CCSD Board Director Harry Farmer.

NCAC Liaison Report for July 14, 2022 CCSD Meeting

The North Coast Advisory Council met via Zoom on Wednesday June 15, 2022.

There was a round-table discussion on the issue of school safety in the Cambria Unified School District. CUSD Superintendent Scott Smith, Commander Stuart MacDonald of the SLO County Sheriff's Department, and SLO County Supervisor Bruce Gibson participated in this discussion. The school district focuses on a positive approach of encouragement and "no child left behind" so that the students feel hope for a successful future and do not feel discouraged, have sense of failure, or feel under pressure that they may not succeed which can lead to the type of negative feelings that might bring about school violence. The school district and the Sheriffs Department have a working relationship on safety measures.

Supervisor Gibson reported about having a meeting with a group who has a connection with the Lighthouse lens in Cambria and who are trying to make sure the lens stays safe for the short term. The area around it has been cleared and fenced.

He also reported that the Board of Supervisors has taken all but final action on the budget, and that this next year will continue to be challenging. The County is working on homeless issues and infrastructure, and have added some positions in the Planning Department, those additional positions will be offset by permit fees. Questions were asked about the permit for this years' Christmas Market at the Cambria Pines Lodge. Supervisor Gibson said that Code Enforcement will be closely monitoring the Market. Overnight camping in vehicles in neighborhoods and along Hwy 1 was brought up by members of the public, including concerns of drug activities and paraphernalia found on the ground near the vehicles in residential areas where there are children. Supervisor Gibson stated that the overnight parking was not illegal except for a few streets in Cambria, and the County continues to work on a safe parking program. Commander MacDonald said that he would ask a deputy to contact the overnight campers and offer them access to County services.

Schani Siong from the County Planning and Building Department reported that the Planning Department was working with the FFRP on their application for a six foot wide boardwalk on the ranch between the bluff and the upper trail.

Chris Raiders of Ted Hamm Insurance was the guest speaker and talked about the fire insurance crisis in California. Many homeowners, businesses, and agricultural policy holders are experiencing cancellations of their insurance policies due to being in areas of fire risk or exclusionary zones. Some insurers are looking at case by case situations, and sometimes taking into account the fire prevention efforts of property owners, but the cost of policies are rising, sometimes by four to six times higher.

Cecilia Montalvo from the Cambria Community Healthcare District reported that Tim Benes was appointed Administrator, and that a bond measure to replace the ambulance facility anticipated to be on the ballot in November.

Aaron Linn reported that business has increased greatly with the reopening of Hearst Castle and the arrival of warm weather.

The Ag Report was given by Beth Kendall. She is looking into new regulations regarding the drilling of new wells, or the deepening of existing wells, on rural properties where Santa Rosa and San Simeon Creeks are involved.

The next NCAC Meeting will be held via Zoom July 20 at 6:00 pm.

Respectfully submitted,

CCSD Director Karen Dean
As Board appointed liaison to NCAC

**Parks, Recreation and Open Space Commission meeting summary for
June 7, 2022**

In attendance were Commission Chair Steve Kniffen, Commission Vice Chair Adolph Atencio, members Joyce Renshaw, Jim Bahringer, Kermit Johansson, Teri Lord, Ex-Officio members Kitty Connolly and Juli Amodei, CCSD General Manager John Weigold, and CCSD Board member and liaison Harry Farmer. Members of the public included Beth Yudovin, David Pierson, Dick Clark, Elizabeth Bettenhausen, Tina Dickason, and Michael Calderwood.

There was no Chair Report. In Ex-Officio reports, FFRP Executive Director Kitty Connolly stated that the process was still in place for obtaining the Coastal Development Permit for the trail linking the Bluff and Fire Road trails. Of course invasive weed control continues on a weekly basis. The restoration nursery has finally been built at the Facilities and Resources headquarters and looks great. Kudos to Carlos Mendoza and FFRP Board member Tom Loganbill for their hard work and a job well done. It's anticipated understory plants will be grown in the nursery sometime this summer to ultimately be planted on the Ranch. FFRP is in the process of forming a task force regarding ongoing reports/complaints of dogs off leash on the Ranch. Adolph Atencio reported he was recently bitten while walking on the Ranch, and Kitty has observed that many comments on this topic have been expressed on social media.

Public Comment on Ms. Connolly's report included Tina Dickason thanking Kitty and Carlos for the greenhouse. She also remarked on seeing dogs off leash, and that they are a threat to wildlife as well as to dogs on leash. Michael Calderwood added that signs should also indicate the risk to dogs on leash.

Juli Amodei provided an update on the Skatepark project. She stated that a lot happened in the month of May, including a \$50,000 anonymous donation. The Lion's Club has offered to donate \$10,000 in matching funds. The brick campaign is almost complete, and a GoFundMe project will begin in July. So far \$487,000 has been raised toward the goal of roughly \$660,000.

In Public Comment on Topics not on the Agenda, Chair Kniffen read an email submitted by Mark and Susan Garman favoring the promotion of more activities on the East Ranch, especially walking trails and the development of a multi-use pathway for locals and visitors alike. Commissioner Johansson remarked that a multi-use trail was already a stated goal for the East Ranch.

Beth Yudovin provided a detailed report from Cambrians For Aquatics, the group promoting the construction of a swimming pool facility in Cambria. She began by stating that CFA would be asking for an endorsement of the project by the PROS Commission in July, and the project was on the Agenda for the School District's Board meeting of August 11th.

She described that the pool is intended to be located behind the scoreboard at the Coast Union High School football stadium and next to Leffingwell High School. It will be a 25-yard, 6 lane enclosed and heated pool available for use year round. As a non-profit organization, CYA would be responsible for cost and maintenance, and the pool would be available to everyone, including teaching young folks water safety. There would also be plenty of parking already available at the high school. CCSD GM Weigold asked about the organization of use of the pool, such as lifeguards. Ms. Yudovin said CFA has already been working with County Planning on this project, as well as the YMCA.

In Public Comment, Elizabeth Bettenhausen thanked CYA for their efforts, yet felt written documentation needed to be provided before seeking endorsement. A Coastal Development Permit would be required as well. So far it appears details are vague, a project description is needed, and facts and data need to be in order. Tina Dickason echoed Ms. Bettenhausen's comments, stating it is premature to be asking for PROS endorsement, and to at least wait until the School Board meeting results. Ms. Dickason also brought up the topic of the availability of water for the facility in this time of drought, and that details need to be more concrete and specific. Ms. Yudovin embarked that all CYA wants is support for the project and its physical location, and that the pool would be of real benefit for the community.

Facilities and Resources Supervisor Carlos Mendoza provided his monthly report. Weed abatement continues, including fire breaks on the Ranch close to residences as well as in the forest, and the removal of grasses and fuel loads. The very tall dead pine tree overlooking the wonderful Oak Tree at the Trenton and Ranch loop trails was removed by the very professional efforts of the crew at Cambria Pines Tree Service. FFRP funded this effort. Homeless encampments on Cal Trans property recently moved onto the Ranch, resulting in the need for removal of these campsites, the time-consuming picking up of trash, and the storing of property at F&R headquarters. It appears the encampments have now moved back onto Cal Trans Property.

Under Future Agenda Items, Kermit Johansson stated that approval and funding was still being sought for the non-profit Cambria Trails Alliance. And Chair Kniffen mentioned the official magazine of State Parks and Recreation published by the California Parks and Recreation Society.

The next PROS Commission meeting will be Tuesday, July 5th at 10AM via Zoom.

This summary written and submitted by CCSD Board Director Harry Farmer.