

Keith Hadick, President (Division 3)
Randy Sharer, Vice President (Division 7)
Casey Conrad, Treasurer (Division 6)
Andrew Adam, Secretary (Division 2)
Gerald Mahoney, Director (Division 4)
Vacant, Director (Division 1)
Vacant, Director (Division 5)



**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING
June 20, 2024 – 6:30 p.m.**

District Office
2255 S. Broadway, Ste. 8E
Santa Maria, California

AGENDA

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. PUBLIC COMMENT

*Members of the public may address the Board on any subject within the jurisdiction of the Board and which is **not** on the agenda for Regular Meetings or that **is** on the agenda for Special Meetings. The public is encouraged to work through District staff to place items on the agenda for Board consideration. No action can be taken on matter not listed on the agenda. Comments are limited to five (5) minutes.*

3. ADDITIONS TO THE AGENDA

Items may be added to the agenda in accordance with Section 54954.2(b) of the Government Code, upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action come to the attention of the District after the Agenda was posted.

4. APPROVAL OF AGENDA

Recommended Action: Motion to approve Agenda as published.

5. CONSENT CALENDAR

Items on the Consent Calendar are routine items that come before the Board of Directors on a regular basis. Unless a Director or member of the public requests separate discussion/action on an item, all items on the Consent Calendar will be considered for approval on one motion.

a. Approval of Minutes

Regular Meeting of May 16, 2024

b. Approval of Minutes

Special Meeting of May 16, 2024

c. Approval of Minutes
Special Meeting of May 30, 2024

d. Approval of Minutes
Special Meeting of June 5, 2024

6. AUTHORIZATION TO BEGIN USE OF ELECTRONIC MEETINGS FOR REMOTE PUBLIC ACCESS

Recommended Action: Motion to allow use of electronic meetings for remote public access

7. APPROVAL OF CONTRACT RENEWAL WITH HORNE

Recommended Action: Motion to approve contract renewal with Horne

8. DISCUSSION OF PARTICIPATION IN CLOUD SEEDING PROGRAM

Recommended Action: Consider motion to approve participation in cloud seeding program

9. APPROVAL OF FY 2024-25 BUDGET

Recommended Action: Motion to adopt the FY 2024-25 Budget

10. ADOPTION OF RESOLUTION NO. 24-01 CALCULATING AND APPROVING AN ESTIMATE OF AMOUNT OF ASSESSMENT FOR OPERATION AND MAINTENANCE, REPAIRS, AND SPECIAL PROJECTS AT AND FOR TWITCHELL DAM AND RESERVOIR, PURSUANT TO WATER CODE SECTION 75370 ET SEQ.

Recommended Action: Motion to adopt Resolution No. 24-01

11. REPORTS AND INFORMATION

a. Report on Operations at Twitchell Dam --

The Board of Directors will hear a report on dam conditions.

b. Twitchell Operations Committee (TOC) – Director Conrad, Chair

The Board of Directors will hear an update from the TOC, which oversees all operational aspects of Twitchell Dam.

c. Financial Committee -Director Conrad, Chair

Financial Reports are prepared and reviewed by the District's CPA, Carrie Troup.

Recommended Action: Motion to receive and file report(s)

d. Report from Horne-Director Hadick

The Board of Directors will hear an update from Horne re Cal/OES and FEMA.

Recommended Action: Motion to receive and file report(s)

12. DIRECTOR & STAFF REPORTS

a. Director Reports

Directors will report on any events or items of note concerning their Division/the District during the prior month, if any. Directors may also request placement of items on future agendas for Board consideration.

b. General Manager's Report

The interim General Manager will report on new or pending District matters and activities.

c. District Counsel Report

District Counsel will report on any relevant legal matters that may impact the District.

13. NEXT MEETING: July 18, 2024

14. ADJOURNMENT

Upon request, agendas can be made available in appropriate alternative formats to persons with disabilities, as required by section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to observe and participate in a meeting should direct such a request to the District Office at (805) 925-5212 at least 48 hours before the meeting, if possible.

POSTED/PUBLISHED:
June 17, 2024

Keith Hadick, President (Division 3)
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**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING MINUTES – May 16, 2024**

District Office
2255 S. Broadway, Ste. 8E
Santa Maria, California

1. CALL TO ORDER: With a quorum present, the meeting was called to order at 6:30 p.m.

a. Roll Call: Present were Directors Hadick, Conrad, Mahoney, Adam, and Sharer. Also present were Virginia Souza; Carrie Troup, CPA; Sam Hurst; District Counsel Keith Lemieux; and Interim General Manager Carol Thomas-Keefer (attending remotely).

b. Pledge of Allegiance: President Hadick led the Pledge of Allegiance.

2. PUBLIC COMMENT: Ms. Souza noted that she was attending as an observer on behalf of the League of Women Voters.

3. ADDITIONS TO THE AGENDA: None

4. APPROVAL OF AGENDA: On motion by Director Sharer and seconded by Director Adam, the agenda was approved as presented. Motion carried: 5-0-0-2.

5. CONSENT CALENDAR: On motion by Director Sharer and seconded by President Hadick, the minutes of the Regular Meeting of April 18, 2024 were approved as corrected. Motion carried 5-0-0-2.

6. FINANCIAL ACTION ITEMS AND REPORTS

a. Financial Reports: Ms. Carrie Troup, CPA, reviewed financial statements and accounts payable for April. On motion by Director Adam and seconded by Director Mahoney, the Financial Reports for April were received and filed. Motion carried 5-0-0-2.

b. Finance Committee/Treasurer Report: Directors Conrad reported that the committee discussed recommendations for investments. Director Sharer added that the committee reviewed a draft budget and assumptions for FY 2024-25. The budget will be revised and presented to the committee and to the board in June. President Hadick

requested that staff and the committee coordinate adding Director Sharer as a signer on the district's bank accounts.

7. APPROVAL OF INVESTMENT RECOMMENDATIONS WITH CALIFORNIA

CLASS AND SANTA MARIA COMMUNITY BANK: On motion made by Director Sharer and seconded by Director Mahoney, the Board approved the Financial Committee recommendation to invest \$1 million from the District's savings account into California CLASS investment pool, and \$500,000 from the District's checking account into a 6-month certificate of deposit with Santa Maria Community Bank. Motion carried 5-0-0-2.

8. DISCUSSION OF WEED ABATEMENT SERVICES: Ms. Thomas-Keefer reviewed the urgent need to retain services for mowing and weed abatement around Twitchell Dam. Following discussion, on motion made by Director Sharer and seconded by Director Conrad, the Interim General Manager was authorized to retain weed abatement services at an amount not to exceed \$25,000, and the procurement requirements were waived due to urgency. Motion carried 5-0-0-2.

9. REPORTS AND INFORMATION

Report on Operations at Twitchell Dam- President Hadick reported that, as of today, the elevation was 579.2 feet; storage was 31,897 acre-feet.

Twitchell Operations Committee (TOC): Director Conrad reported that the Committee prepared a project list at the Financial Committee's request and discussed the need for fencing. The committee also discussed a release schedule and determined that once the gate controls work is complete, water releases from the dam can begin.

Report from Horne: Mr. Sam Hurst reported that a FEMA site inspection was held at the dam on April 25 to review damages from last year's storm events. Also, District representatives met with Cal OES in Sacramento on May 15 to discuss its unfavorable decision regarding the district's appeal.

10. DIRECTOR AND STAFF REPORTS

Director Reports: Director Sharer requested that the Finance Committee report be added to the Reports and Information section of the agenda, and that the Treasurer's report could be removed. President Hadick reported that he had received a request from the County regarding the District's funding or participation in a cloud seeding program this year. President Hadick requested this item be placed on the June board agenda for discussion.

General Manager's Report: Ms. Thomas-Keefer reported that staff and counsel are still working on the access policy and will bring it to the board at a future meeting; she also reported that she is working with counsel's office on a Public Records Act response pertaining to the District's contract with Horne. She also noted that the contract with

Gaedeke Hydrologic Consulting, LLC, will expire at the end of May and would like the Board to consider extending it. It was agreed that the Board would hold a special meeting on June 6 to consider extending the contract for temporary dam monitoring services.

District Counsel Report: Attorney Keith Lemieux stated that it has been a year since the Santa Barbara County Grand Jury report was issued, and the Board should consider sending an update to the Grand Jury on the District's progress. The Board concurred and staff and counsel were directed to prepare an update.

11. NEXT MEETING: Special Meeting – June 6, 2024; Regular meeting - June 20, 2024

12. ADJOURNMENT: It was moved and seconded by Director Mahoney and Director Adam to adjourn at 8:35 p.m.

Minutes approved on _____

Keith Hadick, President

Submitted by Carol Thomas-Keefer

Keith Hadick, President (Division 3)
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**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
May 16, 2024 – 5:30 p.m.**
District Office
2255 S. Broadway, Ste. 8E
Santa Maria, California

1. CALL TO ORDER: With a quorum present, the meeting was called to order at 5:35 p.m.

a. ROLL CALL: Present were Directors Hadick, Mahoney, Adam, Conrad and Sharer. Also present were Special Counsel Rich Adam, and District Counsel Keith Lemieux and Interim General Manager Carol Thomas-Keefer (attending remotely).

b. PLEDGE OF ALLEGIANCE: President Hadick led the Pledge of Allegiance.

2. PUBLIC COMMENT: None

3. APPROVAL OF AGENDA: On motion by Director Sharer, seconded by Director Adam, the agenda was approved as published. Motion carried: 5-0-0-2.

4. ADJOURN TO CLOSED SESSION: 5:39 p.m.

CONFERENCE WITH LEGAL COUNSEL; (Government Code 54956.9)
Existing litigation: San Luis Obispo Coastkeeper, et al. v. Santa Maria Valley Water Conservation District, et al.

5. REPORT OUT OF CLOSED SESSION: District counsel reported that the Board received a report from Counsel, and no reportable action was taken in Closed Session.

6. ADJOURNMENT - It was moved and seconded by Directors Sharer and Adam to adjourn at 6:24 p.m.

Minutes approved on _____

Keith Hadick, President
Submitted by Carol Thomas-Keefer

Keith Hadick, President (Division 3)
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**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
May 30, 2024 – 5:00 p.m.
District Office
2255 S. Broadway, Ste. 8E
Santa Maria, California**

1. CALL TO ORDER: With a quorum present, the meeting was called to order at 5:03 p.m.

a. ROLL CALL: Present were Directors Hadick, Mahoney, Adam, Conrad and Sharer. Also present were District Counsel Keith Lemieux, and Sam Hurst and Interim General Manager Carol Thomas-Keefer (attending remotely).

b. PLEDGE OF ALLEGIANCE: President Hadick led the Pledge of Allegiance.

2. PUBLIC COMMENT: None

3. ADDITIONS TO AGENDA: None

4. APPROVAL OF AGENDA: On motion by Director Adam, seconded by Director Sharer, the agenda was approved as published. Motion carried: 5-0-0-2.

5. APPROVAL OF CONTRACT EXTENSION FOR TEMPORARY DAM MONITORING SERVICES: Ms. Thomas-Keefer reported that the existing contract for temporary dam monitoring services would expire on May 31 and recommended an extension at the existing daily rate of \$390. On motion by Director Conrad and seconded by Director Adam, the contract for temporary dam monitoring services with Gaedeke Hydrologic Services LLC was extended through July 31, 2024. Motion carried 5-0-0-2.

6. REVIEW AND APPROVAL OF RESPONSE TO GRAND JURY REQUEST FOR UPDATE: The Board reviewed the letter from the Santa Barbara Grand Jury requesting an update on District progress on recommendations made by the Grand Jury in 2023. The Board also reviewed and provided comments on the proposed response. On motion by Director Conrad and seconded by Director Mahoney, the response to the Grand Jury request was approved with edits as provided. Motion carried 5-0-0-2.

7. DISCUSSION OF FEMA APPEAL OR ARBITRATION: The Board heard a report from Horne representative Sam Hurst on FEMA's denial of the District's appeal. Mr. Hurst and counsel were directed to prepare details on District options for moving forward, for consideration at the District's upcoming special meeting.

8. NEXT MEETING: A Special Meeting will be held on June 5, 2024.

9. ADJOURNMENT - It was moved and seconded by Directors Sharer and Adam to adjourn at 6:01 p.m.

Minutes approved on _____

Keith Hadick, President

Submitted by Carol Thomas-Keefer

Keith Hadick, President (Division 3)
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Andrew Adam, Secretary (Division 2)
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Vacant, Director (Division 5)



**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
June 5, 2024 – 5:00 p.m.**

District Office
2255 S. Broadway, Ste. 8E
Santa Maria, California

1. CALL TO ORDER: With a quorum present, the meeting was called to order at 5:00 p.m.

a. ROLL CALL: Present were Directors Hadick, Mahoney, Adam, Conrad and Sharer. Also present were Sam Hurst; District Counsel Keith Lemieux, and Interim General Manager Carol Thomas-Keefer (all attending remotely).

b. PLEDGE OF ALLEGIANCE: President Hadick led the Pledge of Allegiance.

2. PUBLIC COMMENT: Director Sharer reported that the Twitchell Management Authority would hold a meeting to review its annual report on June 6 at 10:00 a.m.

3. APPROVAL OF AGENDA: On motion by Director Adam, seconded by Director Sharer, the agenda was approved as published. Motion carried: 5-0-0-2.

4. ADJOURN TO CLOSED SESSION: 5:03 p.m.

CONFERENCE WITH LEGAL COUNSEL; (Government Code 54956.9(b))
Significant exposure to litigation: One case

5. REPORT OUT OF CLOSED SESSION: District Counsel Lemieux reported that the Board met with regard to its FEMA appeal and unanimously directed Horne to file a second appeal.

6. ADJOURNMENT - It was moved and seconded by Directors Adam and Sharer to adjourn at 6:36 p.m.

Minutes approved on _____

Keith Hadick, President

Submitted by Carol Thomas-Keefer

STAFF REPORT

TO: SMVWCD Twitchell Operations Committee
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: June 20, 2024
RE: Use of Electronic Meetings for Remote Public Access

Background:

Earlier this year, the Board authorized the purchase and installation of equipment to facilitate electronic meetings, including a Meeting Owl audio/visual system and additional monitors for the meeting room. Additionally, a Zoom account has been established to allow district staff to host electronic meetings.

The use of Zoom meetings through the district's new equipment has been tested several times with remote staff participation and offers much higher remote meeting quality than a conference call line.

To date, public participation has been limited to in-person attendance only. With this technology now in place and tested, the Board should consider including an electronic meeting link for public attendance and participation in meetings. Staff can assist with hosting/meeting controls, and, depending on the meeting topic and number of attendees, the District can upgrade to webinar-style meetings (i.e., presentation-style with attendee controls) if needed.

Recommendation:

The Board should consider allowing the use of electronic meetings for remote public access and participation in District open meetings.

STAFF REPORT

TO: SMVWCD Twitchell Operations Committee
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: June 20, 2024
RE: Renewal of contract with Horne

Background:

In June 2023, the District entered into a contract with HORNE LLP for professional services including grant assistance, compliance services, and oversight of the restoration of Twitchell Reservoir and Dam. The initial contract term will expire on June 30, 2024; however, the contract provides for the District's ability to exercise five one-year renewal options following the initial term, to run from July 1 until June 30 of each subsequent year.

The contract includes a not-to-exceed amount of \$4 million; as of the May 2024 monthly report, \$221,471.75 had been billed toward that amount (additional May and June invoices not yet included).

HORNE LLP representatives continue to support the District's efforts to seek state and federal assistance with dam restoration costs.

Recommendation:

The Board should consider renewal of the HORNE LLP contract for a one-year option as provided in the contract, from July 1, 2024 through June 30, 2025.

Fiscal Impact:

Although the contract amount has approximately \$3.8 million remaining, the amount to be incurred in FY 2024-25 is undetermined at this time.

Attachments:

- Original contract with HORNE LLC, June 22, 2023

**CONTRACT
BETWEEN
SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
AND
HORNE LLP**

This Contract, by and between the Santa Maria Valley Water Conservation District (“SMVWCD”) and HORNE LLP (“Contractor”), is for the provision of professional consulting services by Contractor to provide compliance services, oversight of the restoration of the Twitchell Reservoir and Dam, and assistance in identifying, applying for, and implementing a combination of state and federal funding sources to accomplish the remediation and restoration. SMVWCD and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

A. SCOPE:

A.1. Contractor shall perform all Work (as defined in A.2) described in this Contract and shall meet all service and delivery timelines specified by this Contract.

A.2. Commencing on the Effective Date (defined hereunder), Contractor shall provide such services and support as are necessary to assist SMVWCD in achieving three main objectives: 1) grant assistance; 2) project management; and 3) field compliance monitoring. Contractor shall be responsible for tasks to achieve these objectives, including without limitation the following (collectively, the “Work”):

- **Grant Assistance**
Services will consist of providing experienced and skilled personnel with a working knowledge of hazard analysis and mitigation, recovery, and grant administration under federal and California law. Tasks under this scope of work include, but are not limited to:
 - Grant Research, Preparation and Administration;
 - Damage Assessments;
 - Cost Estimating and Validation;
 - Scope of Work preparation
 - Duplication of Benefits oversight;
 - Project Coordination;
 - Facilitate and/or attend meetings with stakeholders;
 - Development or revisions of plans, procedures, and policies;
 - Administration of contracts;
 - Creating and Maintaining of Reports;
 - Program Quality Assurance/Quality Control.
 - Regular reports to SMVWCD Board of Directors and maintenance of information for District review.
- **Field Compliance and Monitoring Activities**
Services will consist of providing experienced and skilled personnel with working knowledge of programmatic compliance, specifically as it relates to construction, field work activities and the supporting documentation demonstrating compliance. Tasks under this scope of work includes, but is not limited to:
 - Project Management;
 - Field Inspections;
 - Debris Monitoring;
 - Environmental, Biological and Archaeological compliance/monitoring;
 - Other regulatory or necessary compliance or monitoring activities as required;
 - Facilitate and/or attend meetings with local, state, and federal stakeholders.
 - Regular reports to SMVWCD Board of Directors and maintenance of information for District review.

A.3. Inspection and Acceptance. SMVWCD shall have the right to inspect and audit all Work performed by Contractor under this Contract. If, upon inspection and audit, SMVWCD determines that any Work is Defective, SMVWCD shall notify Contractor, and Contractor shall re-perform the Work at no additional cost to SMVWCD.

B. TERM OF CONTRACT:

This Contract shall be effective on June 22, 2023 (“Effective Date”) and extend until June 30, 2024 (“Term”), unless otherwise terminated earlier as provided herein; and provided, however, that nothing in this paragraph shall be construed to terminate provisions or obligations of the Parties under this Contract that survive its termination according to their terms. SMVWCD shall have no obligation for Work performed by Contractor prior to the Effective Date. SMVWCD shall have the option to exercise five (5) one (1) year renewal options after the initial Term has elapsed, to run from July 1 of the starting year to June 30 of the subsequent year, for each renewal period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of SMVWCD to Contractor under this Contract exceed Four Million Dollars (\$4,000,000 in year 1) (“Maximum Liability”). This Contract does not grant Contractor any exclusive rights to perform the Work.

C.2. No Minimum Guarantee. SMVWCD does not guarantee any minimum amount of Compensation that will be earned by and due to Contractor under this Contract.

C.3. Compensation Firm & Prevailing Wages. The amounts resulting from applying the payment methodology in Section C.4. of this Contract shall constitute the entire Compensation due to Contractor for all Work performed under this Contract regardless of the difficulty, equipment, materials, software, and deliverables required. The Compensation includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by Contractor, and Contractor shall not be entitled to separate reimbursement for any such amounts incurred. Contractor represents and warrants that it is sufficiently familiar with and has applied its understanding of California law with respect to the provision of prevailing wages to each worker receiving compensation within each category identified in Section C.4, and Contractor understands and agrees that it is solely responsible for compliance with all applicable prevailing wage requirements, including orders issued by the Department of Industrial Relations.

C.4. Payment Methodology. Contractor’s compensation for the Work will be in accordance with the following payment terms and methodology.

- a. Contractor’s compensation under this Contract (“Compensation”) shall be contingent upon the satisfactory provision of the Work as set forth in Section A.
- b. For the Work listed in the Scope as set forth in Section A, Contractor’s compensation for services provided as set forth in Task Orders issued by SMVWCD will be on a time and materials basis in accordance with the rate schedules listed below:

Grant Assistance and Project Management	
Classification	Hourly Rate
Project Manager	\$250.00
Assistant Project Manager	\$195.00
Senior Grant Specialist	\$160.00
Grant Specialist	\$135.00
Senior Planner	\$175.00
Planner	\$110.00
Senior Engineer	\$200.00
Mid-Level Engineer	\$150.00
Cost Estimator	\$150.00
Data/Report Manager	\$165.00
Data/Report Support	\$135.00
QA/QC Specialist	\$160.00
GIS Specialist	\$180.00
Clerical/Administrative Support	\$65.00

Grant Assistance and Project Management personnel will be on an hourly basis for actual work performed. Supporting documentation is to be compliant with all requirements for reimbursement of state or federal grants. Personnel shall have sufficient qualifications and experience for the position billed and positions shall be task appropriate.

Field Compliance and Monitoring		
Classification	Half Day Rate*	Full Day Rate*
Project Manager	\$1,000.00	\$2,000.00
Assistant Project Manager	\$780.00	\$1,560.00
Operations Manager	\$700.00	\$1,400.00
Debris Monitor	\$380.00	\$760.00
Field Supervisor	\$600.00	\$1,200.00
Senior Environmental Specialist	\$840.00	\$1,680.00
Environmental Specialist	\$500.00	\$1,000.00
Senior Biological Specialist	\$800.00	\$1,600.00
Biological Specialist	\$500.00	\$1,000.00
Senior Archaeological Specialist	\$800.00	\$1,600.00
Archaeological Specialist	\$500.00	\$1,000.00
Senior Inspector	\$760.00	\$1,520.00
Inspector	\$540.00	\$1,080.00
Construction Manager	\$900.00	\$1,800.00
Project Control Specialist	\$600.00	\$1,200.00
Vessel Captain**	\$250.00	\$500.00
Vessel**	\$500.00	\$1,000.00
Arborist	\$400.00	\$800.00
Safety Manager	\$720.00	\$1,440.00
Safety Officer	\$560.00	\$1,120.00

Field Compliance and Monitoring personnel will be on a half-day and daily rate. A half day is under 4 hours of total time within a workday, while a daily rate would be 4 hours or more of total time in within a work day.

- C.5. Travel Compensation. Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.6. Invoice Requirements. Contractor shall invoice SMVWCD for Compensation monthly. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than sixty (60) days after the Work to which the invoice relates, addressed to: Santa Maria Valley Water Conservation District | ATTN: District Treasurer | PO Box 364 | Santa Maria | California | 93548

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Full legal name of Contractor;
 - (2) Invoice number (assigned by Contractor);
 - (3) Invoice date;
 - (4) Contractor's federal EIN;
 - (5) Contractor contact person for invoice questions (name, phone and email);
 - (6) Contractor remittance address;
 - (7) Hours worked and applicable rates for personnel performing the Work for the immediately preceding month; and
 - (8) The total amount due under the invoice.
- b. Contractor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the SMVWCD from any damages, costs, fees, expenses, or penalties on account of such taxes. Contractor is required to list all applicable taxes as separate lines on the face of the invoice.
- c. The timeframe for payment of invoices (or any discounts) begins only when SMVWCD is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.7. Payment of Invoice. A payment by SMVWCD shall not prejudice SMVWCD's right to object to or question any payment, invoice, or other matter. A payment by SMVWCD shall not be construed as acceptance of the Work performed, or a waiver of any rights.

C.8. Invoice Reductions. Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by a state or federal agency or regulator, based upon audits of SMVWCD conducted in accordance with applicable law, and this Contract, to not constitute proper Compensation for Work performed by Contractor.

D. INSURANCE

D.1. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The Contractor shall not commence work until they have obtained all insurance coverage required by SMVWCD or by Federal or State requirements for performing the type of work requested in this RFP. Work must not commence until proof of all such insurance coverage has been submitted to, and approved by SMVWCD, nor shall the contractor allow any subcontractor to commence work until all insurance required of the subcontractor has been obtained and submitted for approval to SMVWCD. The contractor shall provide and maintain during the life of this Contract, Workman's Compensation Insurance for all employees employed at the site of the projects under their contract in compliance with California requirements.

- a. **Public Liability Insurance**
Contractor shall maintain Public Liability Insurance in an amount not less than \$1,000,000 for injuries and accidental death; \$500,000 subject to same limit for each person.
- b. **Property Damage Insurance**
Contractor shall maintain Property Damage Insurance in an amount not less than \$500,000.
- c. **Motor Vehicle Insurance**
Contractor shall maintain Motor Vehicle Insurance in an amount not less than California state statutory limits.
- d. **Workers' Compensation Insurance**
Contractor shall maintain Workers' Compensation Insurance for all employees employed at the site of the projects under their contract in compliance with California requirements. Work performed on navigable waters defined by 33 CFR, Part 329, or on Federal or State waters, or other public trust waterways may require specific maritime insurance to comply with the requirements of the Jones Act, and/or the Longshoreman and Harbor Workers

Compensation Act. If these maritime Acts are applicable, the Contractor shall provide proof of insurance coverage and compliance with both Acts prior to commencement of work.

E. TERMS AND CONDITIONS

- E.1. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

SMVWCD:

Santa Maria Valley Water Conservation District
ATTN: Chairperson, Twitchell Operations Committee
PO Box 364
Santa Maria, CA 93458
(805) 825-5212
TOC@smvwcd.org

Contractor:

Jonathan Krebs, Managing Partner, Government Services
HORNE LLP
661 Sunnybrook Road, Suite 100
Ridgeland, MS 39157
jonathan.krebs@horne.com
Telephone (601) 326-1000

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- E.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties.
- E.3. Entire Agreement. This Contract, the RFP issued in relation to this work, all attachments to the RFP, Contractor's Proposal submission, Plans & Specifications, and any additional or supplementary documents incorporated herein by reference, constitute the entire Contract, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the Parties hereto.
- E.4. Conflict Between Documents. In the event of a conflict between the documents identified in Section E.3 and the terms of a purchase order or related document issued by the Office of Purchasing, the Contract shall control.
- E.5. Termination for Convenience. SMVWCD may terminate this Agreement for convenience and without cause by giving thirty (30) calendar days written notice to Contractor. In the event SMVWCD elects to terminate the Agreement without cause, it shall pay Contractor for services satisfactorily provided up to that date as provided herein
- E.6. Termination for Cause. If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice thirty (30) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Contractor shall be entitled to payment for all services satisfactorily provided up to the effective date of termination as provided for herein, except that SMVWCD may deduct from that payment

the amount of costs SMVWCD incurred, if any, because of Contractor's breach of the Agreement. The Parties agree to engage in good faith discussions to resolve and cure any purported breach that may support termination prior to exercising their rights under this Section E.6.

- E.7. Assignment and Subcontracting. Contractor shall not assign this Contract or enter into a subcontract for any of the Work performed under this Contract without the prior written approval of SMVWCD. Notwithstanding any use of the approved subcontractors, Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract.
- E.8. Default. In event of default by the Contractor, SMVWCD reserves the right to procure the goods and/or services and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.
- E.9. Conflicts of Interest. Contractor warrants that no part of Contractor's Compensation shall be paid directly or indirectly to an employee or official of the State of California or any political subdivision thereof, or to any employee or elected official of SMVWCD as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed under this Contract. Contractor agrees that it has reviewed and agrees to abide by all conflicts of interest policies of SMVWCD, as may be amended from time to time.
- E.10. Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Contract because of race, creed, color, sex, age, disability, ethnicity, sexual orientation, gender, gender identity, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Contract and may result, at SMVWCD option, in termination or suspension of this Contract as provided for herein.
- E.11. Indemnification. Contractor agrees to defend, indemnify, and hold harmless SMVWCD for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of SMVWCD. It is the intent of this section to require Contractor to indemnify SMVWCD to the extent permitted under California law.

SMVWCD agrees to defend, indemnify, and hold harmless Contractor for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of SMVWCD, except to the extent same are caused by the negligence or willful misconduct of Contractor.

Contractor will defend, indemnify, and hold harmless the SMVWCD harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature, and or any alleged or actual failure to comply with federal, state, or local laws, regulations, orders, or ordinances or similar, applicable to the Work..

If any product or service provided hereunder is defective in any respect whatsoever, Contractor will defend, indemnify, and save SMVWCD harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product or service. If Contractor performs services or constructs, erects, inspects, or delivers hereunder, Contractor will indemnify and save harmless the SMVWCD from all loss,

damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

- E.12. Records. Contractor shall maintain documentation for the Work performed under this Contract. The books, records, and documents of Contractor, for work performed or money received under this Contract, shall be maintained for a period of ten (10) full years from the date of the final payment to Contractor and shall be subject to audit at any reasonable time and upon reasonable notice by SMVWCD, any Program Regulator or their authorized agents or representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.13. Monitoring. Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by SMVWCD, any federal or state reimbursement or grant program regulator or their authorized agents or representatives.
- E.14. Strict Compliance. The SMVWCD may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.
- E.15. Independent Contractor. Contractor is an independent contractor that has agreed to provide professional services to SMVWCD under the terms of this Contract. The Parties are not, and shall not act as, employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other Party transacts its business affairs or performs its usual services. The employees or agents of one Party are not employees or agents of the other Party. Without limiting the foregoing, Contractor has no authority to enter into any agreement or other obligation on behalf of SMVWCD or to hold itself out as having any such authority.
- E.16. Patient Protection and Affordable Care Act. Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. Contractor shall indemnify SMVWCD and hold it harmless from any costs to SMVWCD arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- E.17. Right of Inspection and Rejection. Equipment, supplies, and services supplied by Contractor shall be received subject to the SMVWCD's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Contractor's expense. No material or equipment returned to Contractor as defective shall be replaced except upon the SMVWCD's formal authorization.
- E.18. Debarment and Suspension. Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall provide immediate written notice to SMVWCD if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of Section E.18 (a-d).

- E.19. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, disease, pandemic, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify SMVWCD of any delay caused by a Force Majeure Event (to be confirmed in a written notice to SMVWCD within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, SMVWCD may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract, or charge SMVWCD any compensation or other amounts other than those provided for in this Contract, as the result of a Force Majeure Event.
- E.20. State and Federal Compliance. The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.
- E.21. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict or choice of law rules or principles. The Santa Barbara County Superior Court or the United States District Court for the Central District of California shall be the exclusive venues for all claims, disputes, or disagreements arising under this Contract.
- E.22. Task Order Required. SMVWCD will not be responsible for any equipment, supplies, and/or services delivered without a Task Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to SMVWCD rejection and shall be returned at the Contractor's expense.
- E.23. Contractor Failure to Deliver. In the event of Contractor's failure to deliver as and when specified, or to perform as and when specified, SMVWCD reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Contractor agrees that the SMVWCD may return part of any shipment so made and may charge Contractor with any loss expense sustained as a result of such failure to deliver or perform.

- E.24. Rights Under Antitrust Laws. The Contractor assigns to SMVWCD any and all rights that it may have under the antitrust laws of the United States and the State of California in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of SMVWCD.
- E.25. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- E.26. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E.27. Confidentiality of Records.
- a. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable State and federal law. All material and information, regardless of form, medium or method of communication, provided to Contractor by SMVWCD or acquired by Contractor on behalf of SMVWCD in the course of providing the Work that is regarded as confidential or exempt from disclosure under State or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Contractor due to intentional or negligent actions or inactions of agents of SMVWCD or third parties. Confidential Information shall not be disclosed except as required or permitted under State or federal law or as necessary to perform this Contract. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable State and federal law, and to cooperate with SMVWCD in the discharge of its obligations for disclosure as may be required under the California Public Records Act and applicable rules, case law, and regulations.
 - b. SMVWCD owns and will continue to own all Confidential Information. Contractor shall ensure that the services it performs and the solutions it designs under this Contract are performed in such a way so as to ensure easy migration of any Confidential Information held by Contractor as required by SMVWCD.
 - c. During any period of suspension of services or of the Contract, Contractor will not take any action to intentionally erase any Confidential Information. At the expiration or termination of the Contract, Contractor shall implement an orderly return of SMVWCD assets and the subsequent secure disposal of SMVWCD assets. SMVWCD shall be entitled to any post-termination assistance generally made available by Contractor with respect to the services it provides unless a unique alternative data retrieval arrangement has been established between the parties.
 - d. At SMVWCD's option, Contractor must provide SMVWCD with a copy of the Confidential Information, including metadata and attachments, in a mutually agreed upon, commercially standard format at no additional charges, and give SMVWCD continued access to Confidential Information for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or this Contract, Contractor shall destroy all Confidential Information from its systems and wipe all of its data storage devices to eliminate any and all Confidential Information from Contractor's systems. The sanitization process must be in compliance with industry sanitization and disposal standards. If immediate purging of all data storage components is not possible, Contractor will certify that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized access and disclosures.
 - e. Notwithstanding anything to the contrary contained herein, the Parties recognize that unauthorized access or disclosure of the other Party's confidential information will cause immediate irreparable harm to the owner for which monetary damages may be inadequate, and therefore, the owner shall be entitled to equitable relief, including without

limit a temporary and permanent injunction and specific performance, if the other Party threatens or actually breaches its duty of confidentiality with respect to such confidential information.

- f. Notwithstanding the foregoing or any other provision of this Agreement, Contractor acknowledges and agrees that this Contract and all information provided by Contractor to SMVWCD in connection with the Work performed by Contractor under this Contract are subject to the California Public Records Act codified at Cal. Gov't Code §§ 7920.000 et seq., and it shall not constitute a breach of this Contract for the Parties to disclose any such information to the extent required by the Act.
- g. The obligations set forth in this Section shall survive the termination of this Contract.

E.28. Disadvantaged Business Enterprises. The Contractor is encouraged to seek and solicit disadvantaged business enterprises for any work scopes where such businesses could provide services and/or wares.

E.29. Lobbying. Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, including without limitation the Homeowner Assistance Funds.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, including without limitation the Homeowner Assistance Funds, Contractor shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"] in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.30. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 et seq., as those sections are amended from time to time during the Term. Violations must be reported to the appropriate federal awarding agency and the Region 9 Office of the Environmental Protection Agency.

E.31. Immigration Reform and Control Act of 1986. The offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the State of California, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

E.32. Access to Records.

- a. Contractor agrees to provide SMVWCD, any program regulator or their authorized agents or representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Contractor agrees to provide SMVWCD, any program regulator or their authorized agents or representatives access to Contractor's offices or workplaces where Contractor is performing Work or, to the extent Contractor still has access, offices or workplaces where Contract has performed Work under this Contract.
- E.33. Use of Seals, Likenesses, Etc. Contractor shall not use the seal(s), logos, crests, or reproductions of flags of SMVWCD, the State of California or federal government agencies, or the likenesses of any of their directors, officers or officials, without specific pre-approval from the appropriate agency or entity.
- E.34. No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract. There are no intended third party beneficiaries to this Contract.

[Signatures on following page]

SMVWCD:

Santa Maria Valley Water Conservation District

By: _____
Keith Hadick, Board President

Date: _____

CONTRACTOR:

HORNE LLP

By: _____
Jonathan Krebs, Managing Partner

Date: _____

**AMENDMENT 2 TO CONTRACT
BETWEEN SANTA MARIA VALLEY WATER CONSERVATION DISTRICT AND HORNE LLP**

This Amendment 2 to the Contract (“Contract”) (“Amendment 2”), is made and entered by and between Santa Maria Valley Water Conservation District (“SMVWCD”) and HORNE LLP (“Contractor”).

RECITALS

WHEREAS, SMVWCD and Contractor entered into the Contract for Contractor’s provision of professional consulting services, said Contract having an effective date of June 22, 2023 and continuing for a term until June 30, 2024; and

WHEREAS, the Contract pertains to the provision of compliance services, oversight of the restoration of the Twitchell Reservoir and Dam, and assistance in identifying, applying for, and implementing a combination of state and federal funding sources to accomplish the remediation and restoration; and

WHEREAS, the SMVWCD desires to expand the term of the Contract; and

WHEREAS, the SMVWCD desires to continue utilizing the consulting and administration services of Contractor, and Contractor is willing and able to provide such services under the terms and conditions set forth in the Contract, Amendment 1, and this Amendment 2.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between the undersigned contracting parties as follows:

1. Section B is replaced with the following:

This Contract shall be effective on June 22, 2023 (“Effective Date”) and extend until June 30, 2025 (“Term”), unless otherwise terminated earlier as provided herein; and provided, however, that nothing in this paragraph shall be construed to terminate provisions or obligations of the Parties under this Contract that survive its termination according to their terms. SMVWCD shall have no obligation for Work performed by Contractor prior to the Effective Date. SMVWCD shall have the option to exercise four (4) one (1) year renewal options after the Term has elapsed on June 30, 2025, to run from July 1 of the starting year to June 30 of the subsequent year, for each renewal period.

2. Amendment Effective Date. The revisions set forth herein shall be effective June 20, 2024. All other terms and conditions of the referenced Contract not expressly amended herein shall remain in full force and effect.

SMVWCD:

Santa Maria Valley Water Conservation District

By: _____
Keith Hadick, Board President

Date: _____

CONTRACTOR:

HORNE LLP

By: _____
S. Neil Forbes, Managing Partner

Date: _____

STAFF REPORT

TO: SMVWCD Twitchell Operations Committee
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: June 20, 2024
RE: Request for Participation in Cloud Seeding Program

Background:

The Santa Barbara County Water Agency recently reached out to determine the District's interest in a cloud seeding program for the coming year. Cloud seeding, or the application of silver iodide into the atmosphere during winter months, is intended to enhance precipitation for the area. The Water Agency pays 50 percent of the program cost and is seeking a cost share from the Twitchell Management Authority and/or the District.

Recommendation:

The Board should discuss the merits of participation in the County's Cloud Seeding program and determine if a cost share from the District is appropriate.

Fiscal Impact:

The program cost is not yet available, but any cost share authorized by the District would be applied to the FY 2024-25 budget.

STAFF REPORT

TO: SMVWCD Twitchell Operations Committee
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: June 20, 2024
RE: Approval of FY 2024-25 Budget

Background:

The District's Financial Committee, with support from CPA Carrie Troup, has prepared a proposed District budget for Fiscal Year 2024-25. Total expenditures for the year are proposed at \$2,164,000. Supporting revenues include a Special Assessment of \$1.2 million to support projects, operations and maintenance for the dam. Budgeted projects include:

- Sediment removal
- Road improvements, guard rails and K-rail
- Aerial survey
- Fencing repair
- Dam tender residence improvements

Recommendation:

The Board should consider approval of the proposed Budget for FY 2024-25.

Attachment:

- Proposed FY 2024-25 Budget

**Santa Maria Valley Water Conservation District
Budget Worksheet 2024-2025**

LIAcct	LIAcctTitle	Actual thru 06/30/22	Actual thru 06/30/23	Approved Budget 23/24	YTD Thru 5/31/24	Draft Budget 24/25
Taxes						-
3010	Property Tax-Current Secured	348,075.20	374,117.24	370,000.00	385,845.50	395,000.00
3011	Property Tax-Unitary	5,408.37	6,016.86	3,200.00	3,294.94	3,400.00
3015	PT Prior Yr Escapes Sec	(20.49)	1,069.74	1,000.00	673.10	700.00
3020	Property Tax-Current Unsecd	11,487.79	12,761.11	13,100.00	14,605.73	15,000.00
3023	PT PY Corr/Escapes Unsec	523.11	257.30	275.00	454.64	475.00
3025	Property Tax-Other Counties	116,574.88	131,141.61	120,000.00	152,291.83	156,000.00
3027	RDA Distribution Proceeds	-	-	-	-	-
3028	RDA Pass Through Payment	1,810.50	1,852.36	925.00	1,154.53	1,200.00
3029	RDA RPTTF Distributions	6,481.19	6,758.15	4,600.00	5,134.41	5,300.00
3040	Property Tax-Prior	(43.52)	75.69	-	(71.38)	-
3050	Property Tax-Prior Unsecured	390.87	275.50	250.00	461.26	470.00
3054	Supplemental Pty Tax	12,349.77	15,797.65	5,000.00	4,257.83	4,350.00
3056	Supplemental Pty Tax - Prior	(87.05)	151.81	-	83.44	85.00
3057	PT-506 INT, 480 CIOS/CIC	12.15	19.04	30.00	31.15	35.00
	<i>Object Level Total</i>	<u>502,962.77</u>	<u>550,294.06</u>	<u>518,380.00</u>	<u>568,216.98</u>	<u>582,015.00</u>
Use of Money and Property						
3380	Interest Income	527.51	833.44	220.00	1,231.20	40,000.00
3382	Interest Savings Account	394.03	518.63	400.00	395.99	25,000.00
	<i>Object Level Total</i>	<u>921.54</u>	<u>1,352.07</u>	<u>620.00</u>	<u>1,627.19</u>	<u>65,000.00</u>
Intergovernmental Revenue						
4840	Other Governmental Agencies					
4160	State Aid for Disaster					
4690	Homeowners Property Tax Relief - Fec	175.78	179.29	250.00		200.00
4220	Homeowners Property Tax Relief - Sta	1,474.34	1,452.46	1,200.00	1,209.01	1,495.00
	<i>Object Level Total</i>	<u>1,650.12</u>	<u>1,631.75</u>	<u>1,450.00</u>	<u>1,209.01</u>	<u>1,695.00</u>
Charges for Services						
4877	Other Special Assessments	421,408.36	567,353.16	800,000.00	746,838.25	1,200,000.00
	<i>Object Level Total</i>	<u>421,408.36</u>	<u>567,353.16</u>	<u>800,000.00</u>	<u>746,838.25</u>	<u>1,200,000.00</u>
Miscellaneous Revenue						
5909	Other Miscellaneous Revenue	307.52	6,370.00	-	7,014.18	-
5911	OES	-	7,871.53	-	-	-
	<i>Object Level Total</i>	<u>307.52</u>	<u>14,241.53</u>	<u>0.00</u>	<u>7,014.18</u>	<u>0.00</u>
Total Revenues		927,250.31	1,134,872.57	1,320,450.00	1,324,905.61	1,848,710.00
Proposition 84						
Salaries and Employee Benefits						
6100	Regular Salaries	92,066.92	44,359.11	142,000.00	35,773.49	130,000.00
6500	FICA Contribution	5,805.37	2,848.11	8,850.00	2,364.62	8,100.00
6550	FICA/Medicare	1,357.79	666.09	2,100.00	553.02	1,900.00
6600	Health Insurance Contrib	18,739.54	-	27,000.00	-	27,000.00
6700	Unemployment Ins Contribution	915.96	448.71	1,000.00	434.00	1,000.00
6900	Workers Compensation	4,264.71	5,143.13	8,000.00	2,242.43	7,000.00
	<i>Object Level Total</i>	<u>123,150.29</u>	<u>53,465.15</u>	<u>188,950.00</u>	<u>41,367.56</u>	<u>175,000.00</u>
Services and Supplies						
7050	Communications	15,145.92	9,409.88	12,000.00	6,824.65	10,000.00
7060	Food	1,280.07	4,109.20	6,000.00	522.50	2,500.00
7090	Insurance	19,369.52	19,628.31	22,000.00	21,200.10	23,000.00

LIACct	LIACctTitle	Actual thru 06/30/22	Actual thru 06/30/23	Approved Budget 23/24	YTD Thru 5/31/24	Draft Budget 24/25
7110	Directors Fees	32,800.00	19,500.00	40,000.00	16,300.00	30,000.00
7120	Maintenance - Equipment	13,693.52	10,209.68	22,000.00	5,706.53	22,000.00
7121	Operating Supplies	9,633.34	7,500.49	26,000.00	2,804.46	26,000.00
7200	MTC-Struct/Impr & Grounds	9,020.45	24,861.77	65,000.00	4,697.05	100,000.00
7324	Audit Fees	3,000.00	2,230.00	6,300.00	2,000.00	6,300.00
7325	Interest/principal payments	11,045.68	-	-	-	-
7430	Memberships	2,731.50	2,964.00	3,300.00	3,651.00	3,900.00
7450	Office Expense	23,790.55	8,521.15	12,000.00	11,357.30	13,500.00
7460	Professional & Special Service	22,100.00	27,500.00	325,000.00	240,301.75	225,000.00
7506	Administration Fees	5,131.79	4,940.81	7,000.00	9,252.00	7,400.00
7507	ADP Fees	3,748.23	3,068.73	3,400.00	2,724.27	3,410.00
7508	Legal Fees	174,682.98	140,412.93	146,500.00	135,907.36	190,000.00
7509	Other Expense - BOE	19,669.16	17,873.74	22,000.00	18,524.20	22,000.00
7510	Contractual Services	72,873.00	31,067.50	70,000.00	37,492.00	90,000.00
7580	Rents/Leases-Structure	14,400.00	14,400.00	16,000.00	14,600.00	17,000.00
7710	Watershed Planning	5,955.00	12,414.00	19,000.00	-	19,000.00
7711	Groundwater Planning	11,430.00	6,580.00	12,000.00	3,850.00	12,000.00
7731	Gasoline-Oil-Fuel	17,398.53	19,137.58	20,000.00	7,645.72	20,000.00
7732	Training and Travel	-	-	3,000.00	-	3,000.00
7760	Utilities	3,048.37	7,746.95	8,000.00	6,612.14	8,000.00
	<i>Object Level Total</i>	491,947.61	394,076.72	866,500.00	551,973.03	854,010.00
Fixed Assets						
8000	Deferred Maintenance	-	-	-	-	350,000.00
8100	Land Improvements	-	-	180,000.00	-	100,000.00
8200	Structures/Structure Improvements (sh	-	-	40,000.00	-	240,000.00
8300	Equipment	21,135.17	-	45,000.00	14,373.75	45,000.00
8400	Sediment Management	-	-	-	375,000.00	400,000.00
	TotalFixed Assets	21,135.17	-	265,000.00	389,373.75	1,135,000.00
	Total Expenditures	636,233.07	447,541.87	1,320,450.00	982,714.34	2,164,010.00
Changes to Reserves & Designations						
	9999 Operating Transfer In					315,300.00
	Net Financial Impact	291,017.24	687,330.70	-	342,191.27	-
				Balanced Budget		Balanced Budget

STAFF REPORT

TO: SMVWCD Twitchell Operations Committee

FROM: Carol Thomas-Keefer, Interim General Manager

DATE: June 20, 2024

RE: Adoption of Resolution No. 24-01 Calculating and Approving Assessment Estimate for Twitchell Dam

Background:

In coordination with the adoption of the District's budget for Fiscal Year 2024-25, the District must also authorize the levy of a special assessment to fund projects and maintenance of Twitchell Dam and Reservoir. Based on the proposed budget and schedule of projects and planned maintenance, a Special Assessment in the amount of \$1.2 million is needed. This is a 50 percent increase over the previous year's assessment of \$800,000; however, the District has identified a number of projects and maintenance activities for the coming year that are necessary for public safety and critical to efficient dam operation.

A draft resolution has been prepared for Board adoption approving the calculation and estimate for the Special Assessment. This resolution will be provided to Santa Barbara and San Luis Obispo Counties, along with county forms, to support the Special Assessment. (Attachment 1 as noted in the resolution will be provided when the resolution is finalized.)

Recommendation:

The Board should consider adoption of Resolution No. 24-01 Calculating and Approving an Estimate of Amount of Assessment for Operation and Maintenance, Repairs and Special Projects at and for Twitchell Dam and Reservoir, Pursuant to Water Code Section 75370 et seq.

Attachment:

- District Resolution No. 24-01

RESOLUTION NO. 24-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA VALLEY WATER CONSERVATION DISTRICT CALCULATING AND APPROVING AN ESTIMATE OF AMOUNT OF ASSESSMENT FOR OPERATION AND MAINTENANCE, REPAIRS, AND SPECIAL PROJECTS AT AND FOR TWITCHELL DAM AND RESERVOIR, PURSUANT TO WATER CODE SECTION 75370 ET SEQ.

WHEREAS, Santa Maria Valley Water Conservation District (“District”) is organized and operates pursuant to Water Code section 74000, et seq.; and

WHEREAS, District is responsible for the operation and maintenance of Twitchell Dam and Reservoir, pursuant to an agreement with the United States of America, Department of the Interior, Bureau of Reclamation, for the purpose of preventing flooding and recharging of water in the Santa Maria Valley Groundwater Basin; and

WHEREAS, Water Code section 75370 requires the Board of Directors (“Board”) to report to the board of supervisors of each affected county, Santa Barbara County and San Luis Obispo County, annually, at the time of levying county taxes, the amount of money required for the District to carry out operations; and

WHEREAS, Water Code section 75370 also requires the board of supervisors of each affected county to levy an assessment to be known as the “Santa Maria Valley Water Conservation District Assessment” to raise the amount reported by the Board of Directors; and

WHEREAS, Water Code section 75374 provides that the assessments levied pursuant to Section 75370 shall be computed and entered on the assessment roll of each affected county by the county auditor, and if the board of supervisors fails to levy the assessment, the county auditor shall do so, with such assessments to be collected at the same time and in the same manner as state and county taxes and when collected shall be paid into the county treasury for the use of the District; and

WHEREAS, the Board has engaged the services of certified public accountant (“District Accountant”), to advise the Board on a monthly basis as to the District’s financial position, including reports on District expenses, assets, and capital reserves, among other financial matters, to support the Board in carrying out the operation and maintenance obligations of the District to the United States, for Twitchell Dam and Reservoir; and

WHEREAS, as part of its annual budget process, the Board has analyzed estimated cost expenditures related to repairs of District property and facilities, generally, and due to past natural disasters, which have produced a large amount of sedimentation in Twitchell Reservoir at, around, and impeding water flows through Twitchell Dam, which impacts the District’s ability to carry out its duties related to water recharge to the Santa Maria Valley Groundwater Basin; and

WHEREAS, the Board has analyzed estimated cost expenditures related to repairs of District property and facilities, generally, and due to past natural disasters, which has degraded a critical access road to Twitchell Dam; and

WHEREAS, the Board has analyzed estimated cost expenditures related to a large-scale sedimentation removal project for flood control and future recharge to the Santa Maria Valley Groundwater Basin; and

WHEREAS, the Board has analyzed estimated cost expenditures related to increased maintenance and operations costs due to extraordinarily high inflation, lingering supply chain impacts from the COVID-19 pandemic, and labor shortages; and

WHEREAS, the Board has determined, in consultation District staff and the Financial Committee, the estimated financial needs of the District for Fiscal Year 2024-2025 for operations and maintenance, repairs, and special projects at Twitchell Dam and Reservoir to report to the Boards of Supervisors for Santa Barbara County and San Luis Obispo County, consistent with Water Code section 75370; and

WHEREAS, the Board has determined, in consultation with District staff and the Financial Committee, the estimate required by Water Code section 75374 in the amount of \$1,200,000 for operations and maintenance, repairs, and any special projects, at Twitchell Dam and Reservoir, necessary for the discharge of obligations by the District to the United States, for Twitchell Dam and Reservoir; and

WHEREAS, the Board has determined, in consultation with legal counsel, that the calculations provided by District Accountant comply with the legal requirements of Water Code section 75374, and as shown in Attachment 1 hereto, using as a model the assessments provided by the counties from the prior fiscal year of 2023-2024, as the certified tax rolls for fiscal year 2024-2025 likely will not be available until after the District's statutory submittal deadline of July 10, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Maria Valley Water Conservation District, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Financial Committee considered and concluded to make a recommendation to the Board of Directors an initial estimate of \$1,200,000 for operations and maintenance, repair, and any special projects at and for Twitchell Dam and Reservoir, at a duly noticed meeting that took place on June 17, 2024.

Section 3. The Board of Directors met and considered the recommendation of the Finance Committee at a duly noticed meeting that took place on June 20, 2024. Based on the recommendation of the Financial Committee and further discussion and analysis, the Board of Directors concurred with the analysis, adopted the analysis, and

authorized an annual assessment estimate in the amount of \$1,200,000. The Board of Directors acted via motion made by Director _____, seconded by Director _____, and determined by a unanimous vote of five Directors in favor, with two vacancies, approving the initial estimate to report to Santa Barbara County and San Luis Obispo County, consistent with the Water Code, via the completed calculations shown in Attachment 1 hereto, which are based on the certified tax rolls from each county for fiscal year 2023-2024, because the certified tax rolls for fiscal year 2024-2025 likely will not be available until after the District's statutory compliance deadline of July 10, 2024.

Section 4. The Board of Directors hereby finds that the estimated amount of \$1,200,000 is necessary to discharge the District's duties and obligations to operate and maintain Twitchell Dam and Reservoir pursuant to its agreement with the United States of America, Department of the Interior, Bureau of Reclamation.

Section 5. The Board of Directors further finds that the estimated amount is necessary to protect the public interest, welfare, and safety posed by potential downstream flooding following weather events, and to recharge the Santa Maria Valley Ground Water Basin.

Section 6. The Board of Directors hereby finds, in consultation with legal counsel, that the calculations provided in Attachment 1 conform to the legal requirements of Water Code section 75374.

Section 7. The Board of Directors hereby adopts the analysis and findings of the Financial Committee, and hereby adopts the calculations as shown in Attachment 1, as the initial assessment estimate.

Section 8. District staff are directed and authorized to carry out all necessary actions to transmit the initial estimate to the County of Santa Barbara and the County of San Luis Obispo as required by the Water Code.

Section 9. Should Santa Barbara County and/or San Luis Obispo County issue revised/certified tax rolls that differ from the tax rolls used as the basis for the assessment calculations in Attachment 1, District staff are directed and authorized to complete updated assessment estimate calculations and transmit them to the applicable counties by July 10, 2024, using the revised/certified tax rolls information, but not to exceed the amount of \$1,200,000 authorized by the Board of Directors. Thereafter, District staff are directed to provide the updated assessment calculations to District legal counsel for return of the updated assessment calculations to the Board of Directors to ratify the updated assessment calculations.

[SIGNATURES ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Board of Directors of the Santa Maria Valley Water Conservation District at a regular meeting held on the 20th day of June 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

ANDY ADAM, Board Secretary

**SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT**

By: _____

KEITH HADICK, Board President

APPROVED AS TO FORM:

By: _____

KEITH LEMIEUX, District Counsel

I, _____, Board Secretary of the Santa Maria Valley Water Conservation District, Santa Barbara County and San Luis Obispo County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Santa Maria Valley Water Conservation District on the date and by the vote indicated herein.

ATTACHMENT 1

(District Assessment Calculations)

Santa Maria Valley Water Conservation District
Profit & Loss Budget vs. Actual
July 2023 through May 2024

92% of the year has elapsed	Jul '23 - May 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Charges for Services				
4877 · Other Special Assessment	746,838.25	800,000.00	-53,161.75	93.36%
Total Charges for Services	746,838.25	800,000.00	-53,161.75	93.36%
Intergovernmental Revenue				
4220 · Homeowners Prop Tax-Stat	1,209.01	1,200.00	9.01	100.75%
4690 · Homeownrs Prop Tx/pymts in Lieu	0.00	250.00	-250.00	0.0%
Total Intergovernmental Revenue	1,209.01	1,450.00	-240.99	83.38%
Taxes				
3011 - Property Tax-Unitary	3,294.94	3,200.00	94.94	102.97%
3015 - PT Prior Yr Escapes Sec	673.10	1,000.00	-326.90	67.31%
3020 - Property Tax-Current Uns	14,605.73	13,100.00	1,505.73	111.49%
3028 - RDA Pass-Through Payment	1,154.53	925.00	229.53	124.81%
3010 · Property Tax-Current Sec	385,845.50	370,000.00	15,845.50	104.28%
3023 · PT PY Corr/Escapes Unsec	454.64	275.00	179.64	165.32%
3025 · Property Tax-Other Cnty	152,291.83	120,000.00	32,291.83	126.91%
3029 · RDA RPTTF Distributions	5,134.41	4,600.00	534.41	111.62%
3040 · Property Tax-Prior Secured	-71.38			
3050 · Property Tax- Prior Unsecured	461.26	250.00	211.26	184.5%
3054 · Supplemental Prop Tax	4,257.83	5,000.00	-742.17	85.16%
3056 · Supplemental Prop- Prior	83.44			
3057 · PT-506 INT,480 CIOS/CIC	31.15	30.00	1.15	103.83%
Total Taxes	568,216.98	518,380.00	49,836.98	109.61%
Use of Money and Property				
3382-Interest Savings Acct	395.99	400.00	-4.01	99.0%
3380 · Interest Income	1,231.20	220.00	1,011.20	559.64%
Total Use of Money and Property	1,627.19	620.00	1,007.19	262.45%
5909 · Other Miscellaneous Revenue	7,014.18			
Total Income	1,324,905.61	1,320,450.00	4,455.61	100.34%
Expense				
1 · Salaries & Employee Benefits				
6100 · Regular Salaries	35,773.49	142,000.00	-106,226.51	25.19%
6500 · FICA Contribution	2,364.62	8,850.00	-6,485.38	26.72%
6550 · FICA/Medicare	553.02	2,100.00	-1,546.98	26.33%
6600 · Health Insurance Contrib	0.00	27,000.00	-27,000.00	0.0%
6700 · Unemployment Ins Contrib	434.00	1,000.00	-566.00	43.4%
6900 · Workers Compensation	2,242.43	8,000.00	-5,757.57	28.03%
Total 1 · Salaries & Employee Benefits	41,367.56	188,950.00	-147,582.44	21.89%
2 · Services and Supplies				
7050 · Communications	6,824.65	12,000.00	-5,175.35	56.87%
7060 · Food	522.50	6,000.00	-5,477.50	8.71%
7090 · Insurance	21,200.10	22,000.00	-799.90	96.36%

Santa Maria Valley Water Conservation District
Profit & Loss Budget vs. Actual
July 2023 through May 2024

92% of the year has elapsed	Jul '23 - May 24	Budget	\$ Over Budget	% of Budget
7110 · Directors Fees	16,300.00	40,000.00	-23,700.00	40.75%
7120 · Maintenance-Equipment	5,706.53	22,000.00	-16,293.47	25.94%
7121 · Operating Supplies	2,804.46	26,000.00	-23,195.54	10.79%
7200 · MTC-Struct/Impr & Ground	4,697.05	65,000.00	-60,302.95	7.23%
7324 · Audit Fees	2,000.00	6,300.00	-4,300.00	31.75%
7430 · Memberships	3,651.00	3,300.00	351.00	110.64%
7450 · Office Expense	11,357.30	12,000.00	-642.70	94.64%
7460 · Professional & Spec Svcs	240,301.75	325,000.00	-84,698.25	73.94%
7506 · Administration Fees	9,252.00	7,000.00	2,252.00	132.17%
7507 · ADP Fees	2,724.27	3,400.00	-675.73	80.13%
7508 · Legal Fees	135,907.36	146,500.00	-10,592.64	92.77%
7509 · Other Expense - BOE	18,524.20	22,000.00	-3,475.80	84.2%
7510 · Contractual Services	37,492.00	70,000.00	-32,508.00	53.56%
7580 · Rents/Leases-Structure	14,600.00	16,000.00	-1,400.00	91.25%
7710 · Watershed Planning	0.00	19,000.00	-19,000.00	0.0%
7711 · Groundwater Planning	3,850.00	12,000.00	-8,150.00	32.08%
7731 · Gasoline, Oil, Fuel	7,645.72	20,000.00	-12,354.28	38.23%
7732 · Training & Travel	0.00	3,000.00	-3,000.00	0.0%
7760 · Utilities	6,612.14	8,000.00	-1,387.86	82.65%
Total 2 · Services and Supplies	551,973.03	866,500.00	-314,526.97	63.7%
3 · Fixed Assets				
8100 · Structures/Structure Imprvmnts	0.00	40,000.00	-40,000.00	0.0%
8200 · Land Improvements (Roads)	0.00	180,000.00	-180,000.00	0.0%
8300 · Equipment	14,373.75	45,000.00	-30,626.25	31.94%
8400 · Sediment Management	375,000.00			
Total 3 · Fixed Assets	389,373.75	265,000.00	124,373.75	146.93%
Total Expense	982,714.34	1,320,450.00	-337,735.66	74.42%
Net Ordinary Income	342,191.27	0.00	342,191.27	100.0%
Net Income	342,191.27	0.00	342,191.27	100.0%

The financial report omits substantially all disclosures required by accounting principles generally accepted in the United States of America; no assurance is provided on them.

Santa Maria Valley Water Conservation District

Cash Balances

As of May 31, 2024

May 31, 24

Checking/Savings

Community Bank CD	500,000.00
Community Bank of Santa Maria	749,244.48
Community Bank of SM-Saving	1,056,847.48
Community Bank SM-Agency Fund	<u>100.00</u>
Total Checking/Savings	2,306,191.96

Santa Maria Valley Water Conservation District

Vendors

May 2024

	Type	Date	Num	Memo	Debit
COMCAST					
	Check	05/13/2024	6251	ACCT # 815700061223922	213.82
Total COMCAST					<u>213.82</u>
FRONTIER					
	Check	05/15/2024	6261	805-925-5212-092512-5	269.47
	Check	05/15/2024	6262	805-925-8989-010168-5	170.30
Total FRONTIER					<u>439.77</u>
HORNE LLP					
	Check	05/01/2024	6246	INV 009 2024.03	875.00
	Check	05/13/2024	6248	INV 007 2024.01	23,426.00
Total HORNE LLP					<u>24,301.00</u>
JUAREZ ADAM & FARLEY LLP					
	Check	05/15/2024	6259	INV # 9091	1,056.25
	Check	05/15/2024	6260	INV # 9123	60.00
Total JUAREZ ADAM & FARLEY LLP					<u>1,116.25</u>
LINDE GAS & EQUIPMENT INC.					
	Check	05/13/2024	6250	42416582	103.14
Total LINDE GAS & EQUIPMENT INC.					<u>103.14</u>
PG&E					
	Check	05/13/2024	6249	ACCT # 2084099541-7	486.59
	Check	05/13/2024	6252	ACCT # 9469185104-5	84.31
Total PG&E					<u>570.90</u>
SANTA MARIA TOOL, INC.					
	Check	05/15/2024	6263	INV# 19149	1,113.75
Total SANTA MARIA TOOL, INC.					<u>1,113.75</u>

Santa Maria Valley Water Conservation District

Vendors

May 2024

	Type	Date	Num	Memo	Debit
SWRCB					
	Check	05/13/2024	6247	PERMIT FEE	2,316.00
Total SWRCB					<u>2,316.00</u>
TEIXEIRA FARMS					
	Check	05/13/2024	6253	RENT JUNE 2024	1,400.00
Total TEIXEIRA FARMS					<u>1,400.00</u>
US BANK					
	Check	05/13/2024	6254	MSFT	25.00
	Check	05/13/2024	6254	MSFT	54.00
	Check	05/13/2024	6254	ADT SECURITY	80.89
	Check	05/13/2024	6254	FREE CONFERENCE	3.00
	Check	05/13/2024	6254	ADT SECURITY	51.99
Total US BANK					<u>214.88</u>
TOTAL					<u><u>31,789.51</u></u>