

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



**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING**

December 19, 2024 – 6:30 p.m.

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

Members of the Public may also join the meeting via Zoom:

<https://us06web.zoom.us/j/89283522552?pwd=ivyQkaTtvASduYa45ivQFV5hwkaGOM.1>

Meeting ID: 892 8352 2552

Passcode: 697604

One tap mobile

+16694449171,,89283522552#,,,,*697604# US

Or Dial +1 669 444 9171 US

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 November 21, 2024

b. Approval of Minutes

Special Meeting of December 5, 2024

6. **REVIEW AND APPROVAL OF POLICY RE USE OF DISTRICT PROPERTY**
Recommended Action: Consider motion to approve policy for use of District property
7. **APPROVAL OF EQUIPMENT MAINTENANCE PROPOSALS FROM PC MECHANICAL**
Recommended Action: Consider approval of proposals for equipment maintenance from PC Mechanical (\$6,578.78)
8. **APPROVAL OF CONTRACT EXTENSION WITH GAEDEKE HYDROLOGIC LLC FOR AS-NEEDED TEMPORARY DAM MONITORING SERVICES**
Recommended Action: Approve contract extension with Gaedeke Hydrologic LLC for as-needed temporary dam monitoring
9. **REVIEW AND CONSIDERATION OF ON-CALL ENGINEERING CONSULTANT QUALIFICATIONS**
Recommended Action: Consider authorizing staff to negotiate a contract for on-call engineering services with one or more potential candidates
10. **REVIEW AND CONSIDER CONTINUED AGREEMENT WITH HORNE LLC**
Recommended Action: Consider whether or not to continue services of Horne LLC
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) – Interim General Manager**
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: January 16, 2025**

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: December 16, 2024

STAFF REPORT

TO: SMWWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 19, 2024
RE: Draft Policy for Use of District Property

Background:

Last year's report from the Santa Barbara County Grand Jury identified several recommendations for improvement within the District's management and administration. Many of these recommendations have already been put into place, as reported in the District's response last June to the Grand Jury's request for an update. Additionally, District staff and counsel have been working together to identify, develop and compile various policies into an Administrative Code for the District. One such policy, which was also specifically identified by the Grand Jury, pertains to the use of District property and equipment. While some aspects of the policy are addressed in the District's employee handbook, the provisions do not necessarily apply to directors, so a more comprehensive policy is warranted to protect District's assets.

District counsel has prepared a draft policy addressing use of District property, including vehicles and equipment as well as facilities. Although the policy somewhat restates the District's position that personal property may not be stored on District premises, the key aspect of the policy is to ensure that District property is only used for District business and not for personal use.

The Board considered this draft policy at its November 21, 2024, board meeting and made minor edits, but the motion to approve failed on a 3-0-1-3 vote (two directors were not present to vote), so the policy is now returning for reconsideration.

Recommendation:

The Board should review and consider approval of the draft Policy for Use of District Property.

Attachment:

- Draft Policy for Use of District Property

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT

Policy for Use of District Property

I. PURPOSE

This Policy of the Santa Maria Valley Water Conservation District (“District”) has been developed to address the use of the District’s property, including District-owned vehicles and equipment. This includes the Twitchell Dam and Reservoir, which is not open to the public.

II. POLICIES

A. No member of the District’s Board of Directors (“Board”), District Employee, or other person, may conduct any activity on the District’s property, including the Twitchell Dam and Reservoir, that is for a non-District related purpose.

B. No Board Director or District Employee may provide access to District property to any person for any purpose that is not related to the District’s business.

C. No property of the District, including but not limited to motorized vehicles and equipment, shall be used by a Board Director, District Employee, or other person for a non-District related purpose. The General Manager shall authorize all uses of District property.

D. Storage on District property shall be for District purposes only. The personal property of a Board Director, District Employee, or any other person shall not be stored on District property. Such personal property includes, but is not limited to, automobiles, motorcycles, boats, and recreational vehicles.

E. The prohibitions set forth above in subsections A through D of Section II apply regardless of whether or not the District Board members or employees are on duty.

III. ENFORCEMENT

Board Directors and District Employees found in violation of this Policy may be subject to disciplinary action, up to and including termination, or public censure.

STAFF REPORT

TO: SMWWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 19, 2024
RE: Proposals for Equipment Maintenance

Background:

District staff is currently working with the Twitchell Operations Committee (TOC) to ensure all equipment at the dam facility is properly maintained and in good working condition. Maintenance was recently performed on the gas engine that is part of the dam gate hydraulic system. The company that performed the maintenance, PC Mechanical, was then asked to provide estimates for on-site maintenance of other equipment, and to recommend a preventive maintenance schedule.

PC Mechanical has provided quotes to perform maintenance on four District off-road vehicles used for work at the dam: Bush Hog mower, Massey Ferguson tractor, Caterpillar track loader, and Caterpillar backhoe loader. The total of all four quotes is \$6,578.78 and includes labor and a variety of parts. Staff could not determine when these vehicles were last maintained, but it has been at least a year.

Recommendation:

The Board should review and consider approval of the proposals from PC Mechanical to perform on-site maintenance on four of the District's off-road service vehicles, for a total amount of \$6,578.78.

Attachments:

- Estimates from PC Mechanical for equipment maintenance

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:04 AM PST

Estimate #30713

Page:1

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
P.O. BOX 364
SANTA MARIA , CA 93458

Phone: (626) 590-8355

Fold Here

Vehicle : 2021 BUSH HOG 2815R4 MOWER

Tag/State : /CA

VIN :

Fleet #/Driver :

Created : 11/22/2024 11:04:33 AM PST

Labor/Notes

Qty	Technician	Reference	Description	Unit Price	Price
8		LABOR	LABOR	\$120.00	\$960.00
CHANGE OUT MOWER BLADES ON CENTER SECTION AND BOTH WINGS. CHANGE GEAR OIL IN GEAR BOXES FUNCTION TEST AND INSPECTION					

Parts

Qty	Code	Reference	Description	Condition	Unit Price	Price
4	--	50076631HK	BLADE 22.25 PARALLEL UPLIFT OUTER		\$104.76	\$419.04
2	--	50076632HK	BLADE 22.25 PARALLEL UPLIFT CCW CENTER		\$107.15	\$214.30
3	--	63607	BLADE BOLT KIT 2 PER KIT		\$78.15	\$234.45
3	JBD	GEAROIL	80/90 BULK		\$19.40	\$58.20

Labor	.....	\$960.00
Parts	.....	\$925.99
Shop Supplies	.....	\$5.00
Sales Tax	City of Santa Maria -Napa @ 8.75%	\$81.46

Estimate	\$1,972.45
PAYMENT	\$0.00
BALANCE DUE	\$1,972.45

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. 90 Day Warranty On Repairs.

Customer Signature _____

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:12 AM PST

Estimate #30710

Page:1

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT

P.O. BOX 364
SANTA MARIA , CA 93458

Phone: (626) 590-8355

Fold Here

Vehicle : 2016 MASSEY FERGUSON 4610M TRACTOR

Tag/State : /CA

VIN :

Fleet #/Driver :

Created : 11/22/2024 9:13:06 AM PST

Labor/Notes

Qty	Technician	Reference	Description	Unit Price	Price
8		LABOR	LABOR	\$120.00	\$960.00
			FUNCTION TEST / MACHINE INSPECTION		
			PULL OIL SAMPLES		
			SERVICE MACHINE		

Parts

Qty	Code	Reference	Description	Condition	Unit Price	Price
2	FIL	9275	NAPAGOLD AIR FILTER		\$110.99	\$221.98
1	--	9276	AIR FILTER		\$73.66	\$73.66
1	--	V837079728	OIL FILTER		\$34.39	\$34.39
1	--	V837091436	2 FUEL FILTER KIT		\$148.90	\$148.90
3	QC	QLAB05	SAMPLE		\$21.31	\$63.93
			Note: OIL SAMPLE KITS			
			ENGINE			
			TRANS			
			HYDRAULIC			
3.5	--	15W40	ENGINE OIL GALLON		\$19.26	\$67.41

Labor	.....	\$960.00
Parts	.....	\$610.27
Shop Supplies	.....	\$5.00
Sales Tax	City of Santa Maria -Napa @ 8.75%	\$53.84

Estimate	\$1,629.11
PAYMENT	\$0.00
BALANCE DUE	\$1,629.11

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. 90 Day Warranty On Repairs.

Customer Signature _____

Estimates are valid for 30 days

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:12 AM PST

Estimate #30710

Page:2

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT Vehicle: 2016 MASSEY FERGUSON 4610M TRACTOR

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:16 AM PST

Estimate #30709

Page:1

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
P.O. BOX 364
SANTA MARIA , CA 93458

Phone: (626) 590-8355

Fold Here

Vehicle : 2012 CAT 279C2 COMPACT TRACK LOADER

Tag/State : /CA

VIN : CAT0279CVKWB00574

Fleet #/Driver :

Created : 11/22/2024 8:58:18 AM PST

Labor/Notes

Qty	Technician	Reference	Description	Unit Price	Price
8		LABOR	LABOR	\$120.00	\$960.00
			SERVICE LOADER AND MOWER ATTACHMENT FUNCTION TEST / MACHINE INSPECTION PULL OIL SAMPLES SERVICE MACHINE		

Parts

Qty	Code	Reference	Description	Condition	Unit Price	Price
1	FIL	1494	HYD FIL		\$91.78	\$91.78
1	FIL	6562	AIR FIL		\$56.69	\$56.69
1	FIL	6569	AIR FIL		\$37.48	\$37.48
1	--	600053	FUEL FILTER		\$26.95	\$26.95
1	--	2672528	OIL FILTER		\$35.36	\$35.36
2.75	--	15W40	ENGINE OIL GALLON		\$19.26	\$52.97
4	--	75211	85-140 GEAR OIL		\$6.58	\$26.32
			Note: GEAR OIL FOR MOWER ATTACHMENT			
2	QC	QLAB05	SAMPLE		\$21.31	\$42.62
			Note: OIL SAMPLE KITS ENGINE HYDRAULIC			

Labor	.....	\$960.00
Parts	.....	\$370.17
Shop Supplies	.....	\$5.00
Sales Tax	City of Santa Maria -Napa @ 8.75%	\$32.83

Estimate	\$1,368.00
PAYMENT	\$0.00
BALANCE DUE	\$1,368.00

Estimates are valid for 30 days

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:16 AM PST

Estimate #30709

Page:2

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT Vehicle: 2012 CAT 279C2 COMPACT TRACK LOADER

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. 90 Day Warranty On Repairs.

Customer Signature _____

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:20 AM PST

Estimate #30707

Page:1

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
P.O. BOX 364
SANTA MARIA , CA 93458

Phone: (626) 590-8355

Fold Here

Vehicle : 2021 CAT 420F2 BACKHOE LOADER

VIN : CAT0420FLHWC01632

Tag/State : /CA

Fleet #/Driver :

Created : 11/22/2024 8:08:57 AM PST

Labor/Notes

Qty	Technician	Reference	Description	Unit Price	Price
8		LABOR	LABOR	\$120.00	\$960.00
			FUNCTION TEST / MACHINE INSPECTION		
			PULL OIL SAMPLES		
			SERVICE MACHINE		

Parts

Qty	Code	Reference	Description	Condition	Unit Price	Price
1	--	3621163	HYD FILTER		\$121.80	\$121.80
1	--	5280585	AIR FILTER		\$143.24	\$143.24
1	--	3466688	AIR FILTER INNER		\$57.48	\$57.48
1	--	3636572	WATER SEPERATOR		\$55.49	\$55.49
1	--	7W2326	OIL FILTER		\$21.00	\$21.00
1	--	3608960	FUEL FILTER		\$38.75	\$38.75
1	--	4717003	TRANS FILTER		\$42.14	\$42.14
2.5	--	15W40	ENGINE OIL GALLON		\$19.26	\$48.15
3	QC	QLAB05	SAMPLE		\$21.31	\$63.93

Note: OIL SAMPLES
ENGINE
TRANS
HYDRAULIC

Labor	.....	\$960.00
Parts	.....	\$591.98
Shop Supplies	.....	\$5.00
Sales Tax	City of Santa Maria -Napa @ 8.75%	\$52.24

Estimate	\$1,609.22
PAYMENT	\$0.00
BALANCE DUE	\$1,609.22

Estimates are valid for 30 days

PC MECHANICAL INC.

2803 INDUSTRIAL PKWY
SANTA MARIA, CA 93455
805-925-2888

11/22/2024 11:17:20 AM PST

Estimate #30707

Page:2

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT

Vehicle: 2021 CAT 420F2 BACKHOE LOADER

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. 90 Day Warranty On Repairs.

Customer Signature _____

STAFF REPORT

TO: SMVWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 19, 2024
RE: Contract Extension for Temporary Dam Monitoring Services

Background:

In response to the immediate need for dam tending services while the District seeks to fill its dam tender positions, the District retained the services of Gaedeke Hydrologic Consulting, LLC. Mr. Gaedeke has been performing the dam monitoring tasks on a near-daily basis since April, and he continues to perform the work reliably and with no issues.

The current contract with Gaedeke Hydrologic Consulting, LLC, expires December 31, 2024. The District is currently reviewing resumes and working with a staffing agency to fill the vacant dam tender positions; however, while those efforts continue, the District will need to maintain its contract for dam monitoring services until such time as the new employees are in place and trained – ideally early in 2025. Mr. Gaedeke is willing to extend the contract at the daily weekday rate \$420 and weekend daily rate of \$390. Staff is proposing to extend the contract for another three months, through March 31, 2025, with the understanding that the services may be considered “as needed” once District staffing becomes available. The contract language allows the District to terminate the contract earlier for any reason, so once the new dam tenders are on board, Mr. Gaedeke’s services can be ceased.

Fiscal Impact:

The contract extension will add up to \$36,180 to the previous not-to-exceed amount of \$110,080, for a total not-to-exceed amount of \$146,260 – although the first few months of charges were part of the FY 2023-24 budget. Funds have been allocated in the 2024-25 budget year, and a portion of the cost will be offset by costs avoided in salaries and benefits.

Recommendation:

The Board should consider approval of the contract extension with Gaedeke Hydrologic Consulting, LLC, for temporary dam monitoring services on an as-needed basis through March 31, 2025.

Attachment:

- Proposed Amendment #6 to Agreement with Gaedeke Hydrologic Consulting, LLC

**AMENDMENT TO THE AGREEMENT WITH THE
SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
AND CONTRACTOR**

Amendment No.: 6

Original Agreement Title (“Agreement”): Agreement for General Services with Santa Maria Valley Water Conservation District

Agreement Effective Date: April 5, 2024

Agreement Termination Date: March 31, 2025

Contractor Name: Gaedeke Hydrologic Consulting, LLC

Brief Description of Scope of Services (“Services”): Temporary Monitoring Services

This Amendment to the Agreement, made effective on the date executed by and between the Santa Maria Valley Water Conservation District, duly organized and existing under and by virtue of the laws of the State of California ("District"), and the above referenced Contractor with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, District and Contractor entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, District and Contractor wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: 3

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.
2. The following terms of the Agreement are hereby amended as of the effective date of this Amendment to read as follows:

The Contract Not To Exceed Amount is hereby increased from \$110,080.00 to \$146,260.00.

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

DISTRICT:

Santa Maria Valley Water Conservation District

By: _____

Date: December 19, 2024

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

District Counsel
Date:

CONTRACTOR:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

By: _____

Name: Mike Gaedeke

Title:

Date:

By: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date:

STAFF REPORT

TO: SMVWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 19, 2024
RE: Review of Qualifications for On-call Engineering Services

Background:

Earlier this year, the District approved a Request for Qualifications for On-call Engineering Services. The RFQ was sent directly to a number of qualified engineering consultant firms within the general area, and it was also posted on the District website. Staff followed up with several firms to determine interest but most firms were either not prepared to submit qualifications at this time or did not respond at all. Ultimately, the District received one responsive Statement of Qualifications from the firm of Ashley and Vance. This consultant appears to have strong civil engineering capabilities as well as water management expertise, and has offices in San Luis Obispo and Santa Barbara.

Fiscal Impact:

The fiscal impact of an on-call engineering services agreement will depend on the negotiated contract and the amount of subsequent work requested and/or task orders issued.

Recommendation:

Staff recommends that the Board consider authorizing staff to begin negotiations with Ashley and Vance on a contract for on-call engineering services; staff further recommends that the appropriate representative(s) of Ashley and Vance be invited to attend the next meeting of the Twitchell Operations Committee on January 9 to meet with the committee members, with the intent of bringing a contract to the Board at its regular meeting on January 16, 2025.

Attachments:

- Statement of Qualifications from Ashley and Vance Engineering, Inc.



REQUEST FOR QUALIFICATIONS

ON-CALL CIVIL ENGINEERING PROFESSIONAL SERVICES

In consideration of

Ashley & Vance Engineering, Inc.

Prepared for:

**Santa Maria Valley
Water Conservation District**

ATTN: Carol Thomas-Keefer, Interim GM
cthomaskefer@rgs.ca.gov
650.587.7300 x17

Due: December 6, 2024 at 12:00 pm





Dear Selection Committee,

Thank you for the opportunity to provide our qualifications to the **Santa Maria Valley Water Conservation District** ("District") for the **On-Call Civil Engineering Professional Services** as described in the Request for Qualifications (RFQ) dated November 6, 2024. Please find an introduction to our team and relevant experience on the following pages.

Effective collaboration, seamless coordination, and clear communication with all team members including design professionals, construction teams, and District staff are essential for the success of projects within the District. Through our experience with projects on the Central Coast, we have established a history of effective collaboration amongst local industry professionals and municipal personnel.

Based on a detailed review of the RFQ, including all applicable addendums and questions, we feel confident that we can be a valuable partner in delivering successful projects to the Santa Maria Valley Water Conservation District. Our Ashley & Vance Engineering (AV) team will provide the following:

- **A local, responsive team.** Our San Luis Obispo and Santa Barbara based teams, lead by Kathleen Allwine and Bruce Jones, have worked in the area for many years and are readily available to respond to questions quickly and efficiently.
- **Comprehensive, value-added results.** Committed to continuous improvement and adding value in everything we do, our team is ready to leverage our expertise with the creative problem solving that is fundamental to Ashley & Vance Engineering. With sensitivity to overdesign issues, our approach strives to both optimize current projects and to set the district up with long-term solutions that yield benefits into the future.
- **A dedicated partner.** We know what it means to be a team player. At AV, we recognize that engineering is a collaborative process and embrace an active communication strategy throughout a project. With a vested interest in our community, we look forward to nurturing our valued partnership with the District.

Kathleen Allwine, PE, will be the primary point of contact, is authorized to represent Ashley & Vance Engineering in any negotiations, and can sign any contract which may result. Kathleen has reviewed and accepted all terms and conditions outlined in the RFQ.

If you have any questions, please feel free to contact Kathleen at 805.545.0010 x165. Thank you for your consideration and we look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads 'Kathleen Allwine'.

Kathleen Allwine, PE
Principal Civil Engineer
kathleen@ashleyvance.com
805.545.0010 x165

FIRM BACKGROUND



WHO WE ARE

Ashley & Vance Engineering (AV) is a local civil engineering firm dedicated to enhancing our communities. Since 2005, we have transformed creative concepts into practical, cost-effective solutions that benefit the Central Coast.

With offices located in both San Luis Obispo and Santa Barbara, our team is deeply invested in the surrounding area. As local residents and engineers, we understand the unique challenges of the region and are committed to providing community oriented solutions.

WHAT SETS AV APART?

- **Practicality:** We never lose sight of the fact that we're creating real-world solutions for real-world problems. We find the sweet spot between innovation and what's tried-and-true so we can deliver.
- **Service:** We don't leave our team, clients, or contractors in the dark. We're known for our proactive, responsive approach to communication. We strive to be a true partner at every project stage.
- **Quality:** Our passion for our work is evident in the quality of our projects. With an open-minded approach, we deliver exceptional results that drive project success.
- **Team:** We're invested in our people and it shows. We've assembled a 100+ person multidisciplinary team that strives for doing and being their very best. It's our team that keeps clients coming back to AV.

DEEP LOCAL CONNECTIONS & RESOURCES

We integrate world-class resources with a local focus, blending the strengths of a large firm with the efficiency of a smaller one. Under the leadership of Kathleen Allwine, our Central Coast-based engineering team exemplifies this balance while fostering lasting relationships and a firm commitment to our neighborhoods and cities.

Our Central Coast team brings deep technical expertise in all forms of civil engineering, covering every phase from entitlement to construction documents. With experience across a wide range of projects—including infrastructure, public works, water reclamation facilities, flood studies, creek restorations, water and sewer main replacements, large-scale stormwater infrastructure, and road improvement design—we are well-equipped to handle diverse challenges. We have strong, collaborative relationships with staff from local public agencies, ensuring smooth coordination and project success.

OUR OFFICE LOCATIONS

LOCAL OFFICE

SAN LUIS OBISPO, CA*
805.545.0010

ADDITIONAL LOCATIONS

SANTA BARBARA, CA
805.962.9966

SACRAMENTO, CA
916.790.3181

LOS ANGELES, CA
323.744.0010

OAKLAND, CA
510.473.2221

PALM SPRINGS, CA
760.392.1445

RENO, NV
775.825.4945

BEND, OR
541.647.1445

DENVER, CO
303.755.9762

**Headquarters*

TEAM

Over 120 Team Members
50+ Licensed Engineers
10 Licensed Structural Engineers
30+ Engineers In Training

REGISTRATIONS

DIR: PW-LR-1000975654
NAICS Code: 541330
DUNS: 010311847
CAGE CODE: 60T94
UBI: 110855
Federal Small Business

AV TEAM MEMBER ROLES



KATHLEEN ALLWINE, PE | PRINCIPAL CIVIL ENGINEER / EOR / PROJECT MANAGER

kathleen@ashleyvance.com ■ 805.545.0010 x 165

Kathleen will serve as the Civil Engineer of Record (EOR) for the project. As the project manager, her primary responsibilities will be to lead the consultant team throughout the project, provide QA/QC review, and critical insight.



BRUCE JONES, PE | CONSULTING PRINCIPAL ENGINEER

bruce@ashleyvance.com ■ 805.545.0010 x121

As the Consulting Principal Engineer, Bruce fills many roles including guiding the engineering team, assisting with design and code interpretations, and providing quality reviews of construction documents.



DALE WEBER, PE | SENIOR CIVIL ENGINEER

dale@ashleyvance.com ■ 805.545.0010 x122

As the Senior Civil Engineer, Dale will be responsible for providing essential recommendations based on project scope and performing construction document preparation. He will also provide assistance with construction administration during the bidding and construction phases.



NINA ALIAMUS | CIVIL PROJECT ENGINEER

nina@ashleyvance.com ■ 805.545.0010 x218

As the Civil Project Engineer, Nina will review as-built drawings, topographic maps, and other project documents. She will assist with plan production and calculations.



QUALIFICATIONS OF TEAM STAFF RESUMES



KATHLEEN ALLWINE, PE | PRINCIPAL CIVIL ENGINEER / EOR / PROJECT MANAGER

kathleen@ashleyvance.com ■ 805.545.0010 x 165



Kathleen leads civil engineering projects for commercial, residential, and public works developments, with a focus on multifamily infill projects across San Luis Obispo, Santa Barbara, and Ventura counties. She specializes in hydrology studies, stormwater runoff pollution prevention, grading, drainage, and utility improvement plans. Additionally, she supervises technicians and coordinates communication between architects, contractors, and clients.

Her experience includes public works projects for municipalities and the federal government. Kathleen is known for her innovative stormwater solutions and passion for low-impact design, including the creation of systems to filter, store, and release stormwater at acceptable rates while meeting agency requirements.

LICENSE

Professional Civil Engineer
CA C77354

EDUCATION

BS, Civil Engineering
Cal Poly, San Luis Obispo

BRUCE JONES, PE | CONSULTING PRINCIPAL ENGINEER

bruce@ashleyvance.com ■ 805.545.0010 x121



Bruce is a licensed Civil Engineer with extensive experience across the West Coast and Rocky Mountain regions, specializing in land development, water resources, and project management. He began his career in land development, providing design services for residential, commercial, and public improvement projects in Southern California. Bruce's expertise spans survey and construction coordination, planning and design of wastewater and water treatment infrastructure, as well as financial and regulatory planning from a civil engineering capital perspective. He is also skilled in preparing comprehensive construction documents, including specifications, plans, and bid packages.

LICENSE

Professional Civil Engineer
CA C77685, CO 53998

EDUCATION

BS, Civil Engineering
Cal Poly, San Luis Obispo

QUALIFICATIONS OF TEAM STAFF RESUMES



DALE WEBER, PE | SENIOR CIVIL ENGINEER

dale@ashleyvance.com ■ 805.545.0010 x122



Dale's work experience began in construction before pursuing a degree & career in Civil Engineering. As a licensed civil engineer in California, Dale has worked as a Civil Engineer in both the Public & Private sectors. Dale worked at the County of Santa Barbara, Public Works Department for 16 years. The majority of his time at the County was in the Water Resources Division, working as a project engineer in the Water Agency and development review engineer in the Flood Control District. Dale returned to the private sector and worked the next 12 years as a civil engineer & Vice President at MAC Design Associates, before joining Ashley & Vance Engineering five years ago. His construction work and civil engineering experience in both public and private sectors provides Dale with a unique ability to see projects from a wide perspective, which is an asset to his clients.

LICENSE

Professional Civil Engineer
CA C53753

EDUCATION

BS, Civil Engineering
San Diego State University

NINA ALIAMUS | CIVIL PROJECT ENGINEER

nina@ashleyvance.com.com ■ 805.545.0010 x218



Nina is a dedicated Civil Project Engineer with a strong passion for water resources, shaped by her education at Cal Poly, San Luis Obispo. She brings extensive expertise in utility design, project coordination, and client relations, regularly navigating the complexities of local jurisdiction regulations, thanks to her background in the public sector.

Her diverse portfolio includes single-family residential, large industrial, and multi-family developments, as well as septic and wastewater design. Nina is deeply committed to sustainability and excels in hydrology and modeling software, enabling her to contribute to forward-thinking projects that blend practicality, environmental stewardship, and long-term impact.

EDUCATION

BS, Civil Engineering
Cal Poly, San Luis Obispo

REPRESENTATIVE PROJECTS



Morro Bay Water Reclamation Facility—Morro Bay, California
Site drainage basin. Civil engineering by Ashley & Vance Engineering

MORRO BAY WATER RECLAMATION FACILITY

MORRO BAY, CA | CIVIL & STRUCTURAL ENGINEERING

AV provided civil engineering services to design and construct the stormwater management system for the new Morro Bay Wastewater Treatment Plant. Swales were designed to intercept and mitigate the impact of 13 acres of run-on on to the site, preventing it from reaching the plant. Level spreaders were implemented to release water slowly and evenly, minimizing erosion. Retention basins were constructed to capture and store stormwater generated by the plant. Weir outlets were designed to reduce post-project runoff to pre-project levels. By implementing these measures, AV helped ensure the long-term sustainability of the wastewater treatment plant. *Pictured.*

HERITAGE RIDGE

GOLETA, CA | CIVIL ENGINEERING

AV's scope included reviewing and commenting on public works and city conditions of approval, as well as the Environmental Impact Report (EIR). AV coordinated the preliminary design of a sidewalk tie-in and Los Carneros Road inlet/pipe discharge solution. AV also designed the removal of an existing 20-inch ACP water main and its replacement with a 20-inch PVC water main within the Calle Koral right-of-way, following Goleta Water District standards.

CANYON PRODUCE

LOS ALAMOS, CA | CIVIL ENGINEERING

This project involved a detailed analysis of the Canyon Produce agricultural facility. This included assessing the current hydrology and hydraulics of the site's legacy basins and new drainage channel. By analyzing historical rainfall data and conducting hydraulic modeling, the team determined the capacity of the drainage channel and identified potential improvements. This analysis will help ensure the site's long-term sustainability and resilience to extreme weather events.

CAMP SAN LUIS HYDROLOGY STUDY

SAN LUIS OBISPO, CA | CIVIL ENGINEERING

AV compiled a hydrologic analysis using HEC-RAS to determine the 100-year water surface elevations, velocities, and flow rates at several bridge crossings within Camp San Luis Obispo. The analysis supported the client's design of slope stabilization structures. AV constructed a model to determine the peak flow rates for Chorro and Dairy Creek. AV utilized creek cross sections at each crossing, including top and bottom elevations of the bridge decks and publicly available flow data to construct this assessment.

ADDITIONAL EXPERIENCE



Ashley & Vance Engineering has provided Civil and/or Structural Engineering services in full or in part for the following projects:

COMPLETED PROJECTS

- Alta Mesa Plant Site GAC Treatment Design
- Canyon Produce Basins and Drainage Channel
- Cayucos Sustainable Water Project Lift Station 5
- Cayucos Water Resource Recovery Facility
- City of Paso Robles Lift Station Generator Improvements
- Inland Empire Utilities Agency Waste Water Basin Pump Replacement
- Morro Bay WRF *Pictured below.*
- Sacramento Regional WWTP Pre-bid Construction Support
- San Miguelito Water District Office
- Taft Wastewater Treatment Plant Improvements
- Toro Creek Bridge Pipe Supports
- Tunnel Road Sewer Main Extension
- Wildwood BPS Anchorage
- Woodlands WWTP Upgrades
- Hidden Mountain Road widening and repair

UPCOMING / IN PROGRESS

- City of Bend CIPP Sewer Rehabilitation
- City of San Luis Obispo Emergency Creek Bank Repairs
- County of San Luis Obispo On-Call Engineering Services
- El Rio Water Treatment Plant
- Heritage Ranch Community Services District Water Reclamation Facility Upgrade
- San Simeon CSD Pipe Bridge Replacement
- Vandenberg SFB Fire Station 3 Septic Replacement



Morro Bay Water Reclamation Facility—Morro Bay, California
Civil and structural engineering by Ashley & Vance Engineering

PROJECT UNDERSTANDING & APPROACH



We understand that **Santa Maria Valley Water Conservation District** is in need of high quality, professional engineering services from a local, responsive, well-qualified firm with experience in design services. Our unique business model sets us apart from other firms. We leverage technology to share knowledge and resources across offices, personal backgrounds, and specialties. This allows us to be efficient yet adaptive to our client's needs.

We implement and utilize the following management techniques to ensure successful and complete projects:

- **Respond** to District requests within 24 hours
- **Define clear project scope** and objectives with the identified District project stakeholders
- **Prepare a proposal** for identified scope including:
 - List of key work items
 - Schedule (to include due dates for District staff input and products)
 - List of any subconsultants required for completion of work
 - Cost proposal for mutual agreement prior to project start
- **Define our project team members** and **establish channels of communication**
 - Primary Contact: Kathleen Allwine, PE (805.545.0010 x 165, kathleen@ashleyvance.com)
- **Maintain clear communication** between the project lead and District project stakeholders
- **Coordinate periodic meetings** with project team members and District project stakeholders
- **Monitor the scope, schedule, and budget** and make appropriate, clearly communicated, and agreed upon adjustments as necessary throughout project
- **Obtain necessary project information** by:
 - Completing research of District archives of record drawings
 - Contacting affected utility companies
 - Performing facility investigation
 - Researching code requirements
 - Any other record searches required to complete the work
- **Complete preliminary reports or studies**, such as building assessments, as required in the project scope
- **Prepare and submit draft plans, specifications, and construction estimate** for District review and comment, and address returned comments at 60%, 90% and 100% stages, or at milestones requested by the District.
- **Prepare plans using AutoCAD** and other software
- **Communicate with appropriate public agency staff** to ensure mutual interpretation of applicable codes to avoid unnecessary or inefficient design changes
- **Submit plans to the Authority Having Jurisdiction (AHJ)** for building permits and addressing comments (resubmit as needed)
- **Provide Quality Assurance and Quality Control** internal and external reviews
- **Engage in public review process** if required in the scope
- **Prepare and submit completed approved bid package** to include: plans, specifications, and construction estimates signed and stamped by the professional of record
- **Prepare record drawings for the District** based on red line plans after construction work is complete

AV FEE SCHEDULE & RATE SHEET



As of January 1, 2024, rates for **Civil Engineering** services in the San Luis Obispo office shall be:

HOURLY BILLING RATES

Principal Engineer	\$250
Senior Engineer	\$210
Project Engineer	\$175
Design Engineer	\$140
Engineering Tech	\$80
Office/Clerical	\$105
Deposition/ Trial Testimony	\$550

EXPENSE REIMBURSEMENT RATES

Reproduction, Packing, & Shipping	Cost + 15%
Commercial Travel	Cost + 15%
Automobile Travel	Published IRS Rate
Accommodations/ Subsistence	Published IRS Rate
Subconsultants	Cost + 15%

All invoices are billed on a monthly basis, due and payable upon receipt. A 1½% monthly finance charge may be assessed for payments greater than 30 days past due. Ashley & Vance Engineering, Inc. may suspend services until account is brought current.

INSURANCE

Ashley & Vance Engineering, Inc. carries professional, auto, workers compensation and general liability insurance. Certificates will be issued upon request.



Cayucos Water Reclamation Facility—Cayucos, California
Civil and structural engineering by Ashley & Vance Engineering



YOUR LOCAL AV OFFICE

AV San Luis Obispo

1229 Carmel St.
San Luis Obispo, CA 93401

PRINCIPALS

Kathleen Allwine, PE

805.545.0010 x165
kathleen@ashleyvance.com

Bruce Jones, PE

805.545.0010 x121
bruce@ashleyvance.com

Jason Gotsis, PE

805.545.0010 x160
jason@ashleyvance.com

Charles R. Ashley, Jr., SE

805.545.0010 x111
charles@ashleyvance.com

Truitt G. Vance, PE

805.545.0010 x112
truitt@ashleyvance.com

COMPANY WIDE

Over 120 Team Members

40+ Licensed Engineers

10 Licensed Structural Engineers

30+ Engineers In Training

Thank you for your time and consideration.

STAFF REPORT

TO: SMVWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 19, 2024
RE: Review 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 was renewed in June 2024 for another one-year term through June 30, 2025, and provides for the District's ability to exercise four more one-year renewal options. The contract had also been amended to include support of the District's appeal to FEMA for reimbursement of emergency operations costs and damages.

Recently, Horne's representative advised the District of FEMA's denial of the District's second appeal. In light of that second denial, during discussion at the December TOC meeting, committee members recommended that the Board review and re-evaluate its contract with Horne to determine the remaining tasks and if the District needs Horne's continued support.

The contract includes a not-to-exceed amount of \$4 million; as of the December 2024 monthly report, \$319,397.63 had been billed toward that amount.

Recommendation:

The Board should review the original Horne contract and scope of work and determine if there is continued need for support.

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: _____



Twitchell Dam Project Update

***California Severe Winter Storms,
Flooding, Landslides, and Mudslides
(DR-4683 & DR-4699)***

December 19, 2024

Financial Summary

The below tables outline the current financial landscape of the Twitchell Dam emergency efforts in response to DR-4683 and DR-4699.

TWITCHELL DAM PROJECT UPDATE

Vegetative Debris Removal				
Contractor	Invoice #	Invoice Period	Scope	Amount
MSL	CAT A - Vegetative Debris - 6	04.11.23 - 04.13.23	Debris Removal & Disposal Costs	\$ 17,324.50
MSL	CAT A - Vegetative Debris - 6	04.17.23 - 04.25.23	Debris Removal & Disposal Costs	\$ 33,613.41
			Total	\$ 50,937.91
Reservoir Pumping Efforts				
Contractor	Invoice #	Invoice Period	Scope	Amount
MSL	1001	1.16.23 - 02.25.23	Mobilization, Temporary Storage Facility	\$ 14,858,798.35
MSL	1001S	01.16.23 - 02.25.23	Mobilization, Equipment, Per Diem, Labor	\$ 379,512.89
MSL	1002	02.26.23 - 05.26.23	Mobilization, Equipment, Per Diem, Labor	\$ 10,534,785.06
MSL	1003	07.10.23 - 08.27.23	Demobilization, Per Diem, Labor	\$ 737,308.36
			Total	\$ 26,510,404.66
Administrative				
Contractor	Invoice #	Invoice Period	Scope	Amount
Synergy	1516	01.19.23 - 02.25.23	Planning	\$ 183,405.12
Synergy	1517	01.19.23 - 02.25.23	Mobilization	\$ 110,975.83
Synergy	1549	02.26.23 - 03.31.23	Field Oversight	\$ 217,606.31
			Total	\$ 511,987.26
Other Costs				
Contractor	Invoice #	Invoice Period	Scope	Amount
ROC Sciences*	TBD	TBD	TBD	\$ 3,800,000.00
HORNE	001 2023.07	07.01.23 - 07.31.23	Grant Assistance	\$ 27,625.00
HORNE	002 2023.08	08.01.23 - 08.31.23	Grant Assistance, LiDAR	\$ 48,913.00
HORNE	003 2023.09	09.01.23 - 09.30.23	Grant Assistance	\$ 18,000.00
HORNE	004 2023.10	10.01.23 - 10.31.23	Grant Assistance	\$ 17,250.00
HORNE	005 2023.11	11.01.23 - 11.30.23	Grant Assistance, Appeal	\$ 29,948.75
HORNE	005 2023.12	12.01.23 - 12.31.23	Grant Assistance, Appeal	\$ 46,434.00
HORNE	007 2024.01	01.01.24 - 01.31.24	Grant Assistance, Appeal	\$ 23,426.00
HORNE	008 2024.02	02.01.24 - 02.29.24	Grant Assistance	\$ 1,250.00
HORNE	009 2024.03	03.01.24 - 03.31.24	Grant Assistance	\$ 875.00
HORNE	009 2024.04	04.01.24 - 04.30.24	Grant Assistance	\$ 7,750.00
HORNE	011 2024.05	05.01.24 - 05.31.24	Grant Assistance	\$ 9,428.00
HORNE	012 2024.06	06.01.24 - 06.30.24	Grant Assistance	\$ 4,187.50
HORNE	013 2024.07	07.01.24 - 07.31.24	Grant Assistance	\$ 7,750.00
HORNE***	014 2024.08	08.01.24 - 08.31.24	Grant Assistance	\$ 54,777.15
HORNE	015 2024.09	09.01.24 - 09.30.24	Grant Assistance Appeal	\$ 7,883.50
HORNE	016 2024.10	10.01.24 - 10.31.24	Grant Assistance, LiDAR	\$ 13,899.73
			Total	\$ 4,119,397.63
			Total Costs Incurred	\$ 31,192,727.46

* Costs have not yet been billed to SMVWCD

** Appeal preparation invoice subtotal \$35,026.50 on HORNE December 2023 invoice to include services from Baker Donelson

***Includes \$33,499.65 for Lidar retainer payment and \$10,152.50 for 2nd Appeal Preparation

HORNE Invoice Detail - SMVWCD - Professional Services			
Invoice Scope	As of 12/19/2024		
	Contract Amount	Invoiced to Date	Contract Remaining
Grant Assistance and Project Management (Direct Costs Included)*	\$ 3,910,000.00	\$ 240,897.88	\$ 3,669,102.12
Appeal	\$ 75,000.00	\$ 74,366.25	\$ 633.75
2nd Appeal	\$ 15,000.00	\$ 4,133.50	\$ 10,866.50
Total	\$ 4,000,000.00	\$ 319,397.63	\$ 3,680,602.37

*Direct costs total \$19,178.00 for bathymetric survey

Key Dates

DR-4683 INCIDENT PERIOD: Dec 27, 2022 - Jan 31, 2023

DR-4683 DECLARATION DATE: Jan 14, 2023

DR-4699 INCIDENT PERIOD: Feb 21, 2023 - Continuing

DR-4699 DECLARATION DATE: Feb 21, 2023 - Continuing

DR-4683 END OF 100% REIMBURSEMENT PERIOD: Feb 25, 2023

DR-4699 DECLARATION DATE: Apr 3, 2023

DR-4683 EMERGENCY WORK ACTIVITY COMPLETION DEADLINE: Jul 14, 2023

DR-4683 PERMANENT WORK ACTIVITY COMPLETION DEADLINE: Jul 14, 2024

DR-4699 FEMA SITE VISIT: Sept 21, 2023

DR-4699 FEMA SITE VISIT: Oct 4, 2023

DR-4683 EMERGENCY WORK ACTIVITY APPEAL DEADLINE: Dec 16, 2023

CALOES/FEMA VIRTUAL MEETING: April 2, 2024

FEMA SITE INSPECTION MEETING: April 25, 2024

CALOES IN-PERSON MEETING: May 15, 2024

SECOND APPEAL SUBMITTED: July 29, 2024

CALOES RFI REQUESTED: August 6, 2024

CALOES RFI DUE DATE: August 21, 2024

CALOES RFI SUBMITTED: August 21, 2024

FEMA DETERMINATION SECOND APPEAL - DENIED: December 5, 2024

Key Status Updates

- **General Updates/Needs**

- CalOES – Requested updates to Account Activation Documents as of 12/6/24.
 - Documents Needed:
 - Designation of Applicant’s Agents Resolution for Non-State Agencies
 - Federal Financial Accountability Transparency Act (FFATA) Financial Disclosure
 - Authorized Agent (AA) Form
 - Project Assurances for Federal Assistance (Cal OES 89)
 - Unique Entity ID from SAM.gov
 - Payee Data Record Form (STD 204)
- Second Appeal Denial received from FEMA on 12/5/2024.
- 11/25/2024 – Sent final draft of Survey to FEMA/CalOES for review. Followed up on initial transmittal of Survey on 10/17/2024
 - CalOES responded requesting FEMA provide an update.
- We are still pending a response from FEMA on the status of all projects which was originally sent 9/10/2024.

- **Current Projects Outstanding**

Project #	Title	Type	Process Step	Potential Cost
727757	Water Based Vegetative Removal, Transportaion, Staging and Disposal	Work Completed / Fully Documented	Pending CRC Project Development	\$ -
746580	Shaft House Electronics	Standard	Pending Recipient Final Review	\$ 9,778.99
727760	Santa Maria Valley Water Conservation District-Protective Measure	Work Completed / Fully Documented	Pending CRC Project Development	\$ -
732460	Reservoir Debris-Based Sediment Removal from the Twitchell Dam Reservoir	Standard	Pending DDD Completion	\$ 68,213,969.11
729544	Keyhole and Keyway Tunnel	Standard	Pending CRC Project Development	\$ -
750212	Gate (Shaft) House and Face of Dam Repairs	Standard	Pending DDD Completion	\$ 106,000.00
747989	Control Gates and Intake Structure	Standard	Pending Initial Project Development	\$ 135,000.00



HORNE

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

42% of the year has elapsed	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Charges for Services				
4877 · Other Special Assessment	-123.47	1,200,000.00	-1,200,123.47	-0.01%
Total Charges for Services	-123.47	1,200,000.00	-1,200,123.47	-0.01%
Intergovernmental Revenue				
4220 · Homeowners Prop Tax-Stat	0.00	1,495.00	-1,495.00	0.0%
4690 · Homeownrs Prop Tx/pymts in Lieu	0.00	200.00	-200.00	0.0%
Total Intergovernmental Revenue	0.00	1,695.00	-1,695.00	0.0%
Taxes				
3011 - Property Tax-Unitary	0.04	3,400.00	-3,399.96	0.0%
3015 - PT Prior Yr Escapes Sec	723.34	700.00	23.34	103.33%
3020 - Property Tax-Current Uns	14,752.29	15,000.00	-247.71	98.35%
3028 - RDA Pass-Through Payment	0.00	1,200.00	-1,200.00	0.0%
3010 · Property Tax-Current Sec	67,351.44	395,000.00	-327,648.56	17.05%
3023 · PT PY Corr/Escapes Unsec	253.97	475.00	-221.03	53.47%
3025 · Property Tax-Other Cnty	7,293.72	156,000.00	-148,706.28	4.68%
3029 · RDA RPTTF Distributions	0.00	5,300.00	-5,300.00	0.0%
3040 · Property Tax-Prior Secured	34.84			
3050 · Property Tax- Prior Unsecured	188.14	470.00	-281.86	40.03%
3054 · Supplemental Prop Tax	1,224.87	4,350.00	-3,125.13	28.16%
3056 · Supplemental Prop- Prior	7.66	85.00	-77.34	9.01%
3057 · PT-506 INT,480 CIOS/CIC	34.22	35.00	-0.78	97.77%
Total Taxes	91,864.53	582,015.00	-490,150.47	15.78%
Use of Money and Property				
3382-Interest Savings Acct	6,710.57	25,000.00	-18,289.43	26.84%
3380 · Interest Income	24,766.10	40,000.00	-15,233.90	61.92%
Total Use of Money and Property	31,476.67	65,000.00	-33,523.33	48.43%
5909 · Other Miscellaneous Revenue	1,501.55			
Total Income	124,719.28	1,848,710.00	-1,723,990.72	6.75%
Expense				
1 · Salaries & Employee Benefits				
6100 · Regular Salaries	0.00	130,000.00	-130,000.00	0.0%
6500 · FICA Contribution	0.00	8,100.00	-8,100.00	0.0%
6550 · FICA/Medicare	0.00	1,900.00	-1,900.00	0.0%
6600 · Health Insurance Contrib	0.00	27,000.00	-27,000.00	0.0%
6700 · Unemployment Ins Contrib	0.00	1,000.00	-1,000.00	0.0%

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

42% of the year has elapsed	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
6900 - Workers Compensation	0.00	7,000.00	-7,000.00	0.0%
Total 1 - Salaries & Employee Benefits	0.00	175,000.00	-175,000.00	0.0%
2 - Services and Supplies				
7050 - Communications	3,009.01	10,000.00	-6,990.99	30.09%
7060 - Food	0.00	2,500.00	-2,500.00	0.0%
7090 - Insurance	14,930.65	23,000.00	-8,069.35	64.92%
7110 - Directors Fees	6,100.00	30,000.00	-23,900.00	20.33%
7120 - Maintenance-Equipment	2,005.61	22,000.00	-19,994.39	9.12%
7121 - Operating Supplies	4,150.48	26,000.00	-21,849.52	15.96%
7200 - MTC-Struct/Impr & Ground	43,128.05	100,000.00	-56,871.95	43.13%
7324 - Audit Fees	3,045.00	6,300.00	-3,255.00	48.33%
7430 - Memberships	3,578.00	3,900.00	-322.00	91.74%
7450 - Office Expense	5,990.70	13,500.00	-7,509.30	44.38%
7460 - Professional & Spec Svcs	144,370.38	225,000.00	-80,629.62	64.17%
7506 - Administration Fees	784.00	7,400.00	-6,616.00	10.6%
7507 - ADP Fees	0.00	3,410.00	-3,410.00	0.0%
7508 - Legal Fees	25,503.74	190,000.00	-164,496.26	13.42%
7509 - Other Expense - BOE	20,397.89	22,000.00	-1,602.11	92.72%
7510 - Contractual Services	36,391.50	90,000.00	-53,608.50	40.44%
7580 - Rents/Leases-Structure	8,400.00	17,000.00	-8,600.00	49.41%
7710 - Watershed Planning	30,000.00	19,000.00	11,000.00	157.9%
7711 - Groundwater Planning	7,620.00	12,000.00	-4,380.00	63.5%
7731 - Gasoline, Oil, Fuel	3,008.06	20,000.00	-16,991.94	15.04%
7732 - Training & Travel	0.00	3,000.00	-3,000.00	0.0%
7760 - Utilities	2,660.91	8,000.00	-5,339.09	33.26%
Total 2 - Services and Supplies	365,073.98	854,010.00	-488,936.02	42.75%
3 - Fixed Assets				
8000 - Deferred Maintenance	0.00	350,000.00	-350,000.00	0.0%
8100 - Structures/Structure Imprvmnts	0.00	240,000.00	-240,000.00	0.0%
8200 - Land Improvements (Roads)	0.00	100,000.00	-100,000.00	0.0%
8300 - Equipment	0.00	45,000.00	-45,000.00	0.0%
8400 - Sediment Management	0.00	400,000.00	-400,000.00	0.0%
Total 3 - Fixed Assets	0.00	1,135,000.00	-1,135,000.00	0.0%
Total Expense	365,073.98	2,164,010.00	-1,798,936.02	16.87%
Net Ordinary Income	-240,354.70	-315,300.00	74,945.30	76.23%

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

42% of the year has elapsed

	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
9999 - Operating Transfer In	0.00	315,300.00	-315,300.00	0.0%
Total Other Income	0.00	315,300.00	-315,300.00	0.0%
Net Other Income	0.00	315,300.00	-315,300.00	0.0%
Net Income	-240,354.70	0.00	-240,354.70	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 Report

As of November 30, 2024

TOTAL

Current Assets

Checking/Savings

California Class	1,320,141.00
Community Bank CD Mat05.15.25	513,085.59
Community Bank of Santa Maria	99,979.63
Community Bank of SM-Saving	52,483.40
Community Bank SM-Agency Fund	100.00

Total Checking/Savings 1,985,789.62

Santa Maria Valley Water Conservation District

Vendors

November 2024

	Type	Date	Num	Memo	Debit
ALESHIRE & WYNDER LLP					
	Check	11/09/2024	6407	BILL# 90610	3,206.50
	Check	11/09/2024	6407	BILL# 90611	4,259.48
	Check	11/09/2024	6412	BILL# 89708	6,052.75
	Check	11/09/2024	6412	BILL# 89709	5,348.50
	Check	11/09/2024	6412	BILL# 90353	61.00
Total ALESHIRE & WYNDER LLP					<u>18,928.23</u>
ANDY ADAM					
	Check	11/09/2024	6402	OCT 2024	300.00
Total ANDY ADAM					<u>300.00</u>
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION					
	Check	11/09/2024	6411	2025 CSDA MEMBERSHIP #1738	3,578.00
Total CALIFORNIA SPECIAL DISTRICTS ASSOCIATION					<u>3,578.00</u>
CARRIE TROUP, CPA					
	Check	11/09/2024	6406	INV # 1024W	2,950.00
Total CARRIE TROUP, CPA					<u>2,950.00</u>
CASEY CONRAD					
	Check	11/09/2024	6404	OCT 2024	400.00
Total CASEY CONRAD					<u>400.00</u>
CDTFA					
	Check	11/20/2024	6419	LETTER ID # L0028754649	20,397.89
Total CDTFA					<u>20,397.89</u>
COMCAST					
	Check	11/20/2024	6424	SERVICES OCT 22 TO NOV 21,2024	97.01
Total COMCAST					<u>97.01</u>

Santa Maria Valley Water Conservation District

Vendors

November 2024

	Type	Date	Num	Memo	Debit
COUNTY OF SANTA BARBARA FLOOD CONTROL					
	Check	11/21/2024		CLOUDSEED PROGRAM 2024-2025	30,000.00
Total COUNTY OF SANTA BARBARA FLOOD CONTROL					<u>30,000.00</u>
FRONTIER					
	Check	11/20/2024	6420	805-925-5212-092512-5	337.83
	Check	11/20/2024	6421	805-925-8989-010168-5	187.87
Total FRONTIER					<u>525.70</u>
GAEDEKE HYDROLOGIC CONSULTING, LLC					
	Check	11/09/2024	6409	INV# 513	1,890.00
	Check	11/09/2024	6410	DAM TENDING 7 WEEKEND DAYS	2,730.00
	Check	11/09/2024	6410	DAM TENDING 17 WEEK DAYS	7,140.00
	Check	11/20/2024	6426	DAM TENDING 8 WEEKEND DAYS	3,120.00
	Check	11/20/2024	6426	DAM TENDING 23 WEEK DAYS	9,660.00
Total GAEDEKE HYDROLOGIC CONSULTING, LLC					<u>24,540.00</u>
GERALD MAHONEY					
	Check	11/09/2024	6403	OCT 2024	300.00
Total GERALD MAHONEY					<u>300.00</u>
GTECH					
	Check	11/09/2024	6408	INV # 1280	504.50
Total GTECH					<u>504.50</u>
HORNE LLP					
	Check	11/15/2024	6418	INV 015 2024.10	13,899.73
Total HORNE LLP					<u>13,899.73</u>

Santa Maria Valley Water Conservation District

Vendors

November 2024

	Type	Date	Num	Memo	Debit
JUAREZ ADAM & FARLEY LLP					
	Check	11/20/2024	6428	INV # 9941	1,173.25
Total JUAREZ ADAM & FARLEY LLP					<u>1,173.25</u>
KEITH HADICK					
	Check	11/09/2024	6400	OCT 2024	300.00
Total KEITH HADICK					<u>300.00</u>
LINDE GAS & EQUIPMENT INC.					
	Check	11/20/2024	6427	45860215	99.88
Total LINDE GAS & EQUIPMENT INC.					<u>99.88</u>
MOSS, LEVY & HARTZHEIM LLP					
	Check	11/20/2024	6429	INV # I-5024	3,045.00
Total MOSS, LEVY & HARTZHEIM LLP					<u>3,045.00</u>
PC MECHANICAL INC.					
	Check	11/15/2024	6417	2024 CONTINENTAL MOTORS F124 ENGINE	1,681.69
Total PC MECHANICAL INC.					<u>1,681.69</u>
PG&E					
	Check	11/20/2024	6422	0008347499-9	44.43
	Check	11/20/2024	6423	9469185104-5	73.81
Total PG&E					<u>118.24</u>
RANDY SHARER					
	Check	11/09/2024	6401	OCT 2024	300.00
Total RANDY SHARER					<u>300.00</u>

Santa Maria Valley Water Conservation District

Vendors

November 2024

	Type	Date	Num	Memo	Debit
REGIONAL GOVERNMENT SERVICES					
	Check	11/15/2024	6416	CONTRACT SERVICES FOR OCT 2024	8,699.00
Total REGIONAL GOVERNMENT SERVICES					<u>8,699.00</u>
ROC ENERGY LLC					
	Check	11/15/2024	6413	TREE REMOVAL, TRIMMING	5,000.00
	Check	11/15/2024	6414	FENCING DOWNSTREAM AREA, EQUIPMENT	5,625.00
	Check	11/15/2024	6415	REMOVAL SCRAP METAL, CLEAN UP ACCESS	6,750.00
Total ROC ENERGY LLC					<u>17,375.00</u>
TEIXEIRA FARMS					
	Check	11/09/2024	6405	RENT DECEMBER 2024	1,400.00
Total TEIXEIRA FARMS					<u>1,400.00</u>
VERIZON					
	Check	11/20/2024	6425	INV 9977019238	51.69
Total VERIZON					<u>51.69</u>
TOTAL					<u><u>150,664.81</u></u>