

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



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

**February 20, 2025 – 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

**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 came 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 January 16, 2025

**b. Approval of Minutes**

Special Meeting of January 16, 2025

**c. Approval of Minutes**

Special Meeting of February 6, 2025

**6. ELECTION OF OFFICERS**

Recommended Action: Board members will nominate and elect officers for the upcoming term.

**7. REVIEW AND CONSIDERATION OF DRAFT ADMINISTRATIVE CODE – TITLES I AND II**

Recommended Action: Review and consider approval of Titles I and II of District Administrative Code

**8. APPROVAL OF AGREEMENT WITH ASHLEY AND VANCE FOR ON-CALL ENGINEERING SERVICES**

Recommended Action: Consider approval of agreement with Ashley and Vance for on-call engineering services.

**9. 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**

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

**10. DIRECTOR & STAFF REPORTS**

**a. General Manager's Report**

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

**b. District Counsel Report**

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

**c. 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*

**11. NEXT MEETING: March 20, 2025**

**12. 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: February 17, 2025**

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



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**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING MINUTES – January 16, 2025**  
2255 S. Broadway, Ste. 8E  
Santa Maria, California

1. **CALL TO ORDER:** With a quorum present, the meeting was called to order at 6:56 p.m.
  - a. **Roll Call:** Present were Directors Adam, Apalategui, Conrad, Elias, Hadick, Mahoney and Sharer. Also present were Nina Aliamus, Ashley & Vance; Carrie Troup, CPA; Sam Hurst, Horne LLC; District Counsel Keith Lemieux; and Interim General Manager Carol Thomas-Keefer.
  - b. **Pledge of Allegiance:** President Hadick led the Pledge of Allegiance.
2. **PUBLIC COMMENT:** None.
3. **ADDITIONS TO THE AGENDA:** None
4. **APPROVAL OF AGENDA:** On motion by Director Adam and seconded by Director Mahoney, the agenda was approved. Motion carried: 7-0-0-0.
5. **CONSENT CALENDAR:** On motion by Director Sharer and seconded by Director Adam, the minutes of the Regular Meeting of December 19, 2024, were approved. Motion carried 6-0-0-1 with Director Conrad abstaining.
6. **CONSIDERATION OF AMENDMENT TO PROCUREMENT POLICY:** The Interim General Manager reported that the Twitchell Operations Committee requested that the Board consider revisiting the District's Procurement Policy to increase the amount that the General Manager may authorize without obtaining prior Board approval. The Policy currently limits the amount to less than \$5,000. Following discussion, it was determined that a purchase or procurement limit of \$35,000 for the General Manager would be more appropriate and would align with the limit on purchases not included in the budget. On motion by Director Adam and seconded by Director Elias, the Board amended the District's Procurement Policy to increase the General Manager's spending limit to \$35,000. Motion carried 7-0-0-0.
7. **APPROVAL OF AGREEMENT WITH ASHLEY AND VANCE FOR ON-CALL ENGINEERING SERVICES:** Ms. Thomas-Keefer reported that she and District counsel are still working with Ashley and Vance representatives on the terms of a Professional Services agreement. She stated that she hopes to have the final agreement ready for approval next month. She also welcomed Ms. Nina Aliamus of Ashely and Vance to the meeting and noted that she and her colleague, Kathleen Allwine, had attend the TOC meeting the previous week.
8. **REPORTS AND INFORMATION**
  - a. **Report on Operations at Twitchell Dam:** President Hadick reported that the reservoir

elevation is currently at 534.9 feet, with 819 acre-feet of water in storage and 3.44 inches of rain to date, as compared to 5.81 inches this time last year. He also reported that Mike Gaedeke replaced the wooden backing on the staff gauge but it has not yet been repaired. Director Conrad reported that the gate had operational issues on one side due to mice damaging the controls, but it has been repaired.

**b. Twitchell Operations Committee (TOC):** Ms. Thomas-Keefer reported that engineers from Ashley and Vance attended the committee meeting to learn more about dam operational matters; Director Adam reported that progress is being made on completing the gate monitoring system. Additionally, equipment maintenance is being performed, and staff is following up with contractors on bids for several site maintenance activities. Director Conrad also reported that he had been contacted regarding the possible use of clay from the dam for the track at the speedway. He noted that the speedway owner would have a clay sample analyzed and get back to him. He also stated that the amount of clay needed could potentially clean out the decanting ponds.

**c. Financial Committee:** Ms. Troup reviewed the December month-end financial statements, along with invoices paid. She also reported that the Committee recommended a transfer of \$500,000 from the District's checking account at Community Bank to its CalCLASS investment account to take advantage of a higher return on investment. On motion by Director Sharer and seconded by Director Conrad, the Board approved the transfer as recommended by the committee. Motion carried 7-0-0-0. On motion by Director Adam and seconded by Director Sharer, the financial statements for December were received and filed. Motion carried 7-0-0-0.

**d. Report from Horne:** Mr. Sam Hurst reviewed the report for January, and noted that the elevator project has been approved and is ready for reimbursement. The FEMA share is 75 percent, and the state share is 18.5 percent.

## **9. DIRECTOR & STAFF REPORTS**

**a. Director Reports:** It was noted that the Election of Officers would be on the agenda for the February meeting. Director Sharer requested that staff prepare a list or calendar of annual activities for the District and board members; he suggested that the Interim General Manager provide a draft in February with a complete list at the March meeting.

**b. General Manager's Report:** Ms. Thomas-Keefer reported that she continues to work with the staffing agency and the Personnel committee on recruitment of dam tenders and an office assistant, noting that interviews are in progress.

**c. District Counsel Report:** District Counsel Lemieux reported that his office is working with staff on a Administrative Code for the District, compiling information from district files on prior policies and identifying what additional information and policies are needed. He noted that sections will be brought to the Board for review as they become available.

**10. NEXT MEETING:** February 20, 2025

**11. ADJOURNMENT:** It was moved and seconded by Director Mahoney and Director Elias to adjourn at 8:48 p.m.

Minutes approved on \_\_\_\_\_  
Keith Hadick, President  
Submitted by Carol Thomas-Keefer

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



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**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT  
BOARD OF DIRECTORS  
SPECIAL MEETING MINUTES  
January 16, 2025 – 5:30 p.m.  
2255 S. Broadway, Ste. 8E  
Santa Maria, California**

**1. CALL TO ORDER:** With a quorum present, the meeting was called to order at 5:33 p.m.

**a. ROLL CALL:** Present were Directors Adam, Apalategui, Conrad, Elias, Hadick, Mahoney, and Sharer. Also present were Special Counsel Rich Adam and Mario Juarez; District Counsel Keith Lemieux and Michael Linden; and Interim General Manager Carol Thomas-Keefer.

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

**2. PUBLIC COMMENT:** None

**3. APPROVAL OF AGENDA:** On motion by Director Sharer, seconded by Director Adam, the agenda was approved as published. Motion carried: 7-0-0-0.

**4. ADJOURN TO CLOSED SESSION:** 5:34 p.m.

**CLOSED SESSION:**

**CONFERENCE WITH LEGAL COUNSEL; (Government Code 54956.9) Existing litigation: War Eagle v. Santa Maria Valley Water Conservation District, Santa Barbara Superior Court Case 23CV04459**

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

**5. REPORT OUT OF CLOSED SESSION:** 6:47 p.m. - District Counsel Lemieux stated the Board received reports in Closed Session and no reportable action was taken.

**6. ADJOURNMENT** - It was moved and seconded by Directors Sharer and Adam to adjourn at 6:49 p.m.

Minutes approved on \_\_\_\_\_

Keith Hadick, President  
Submitted by Carol Thomas-Keefer

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



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**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT  
BOARD OF DIRECTORS  
SPECIAL MEETING MINUTES  
February 6, 2025 – 6:00 p.m.**

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

**1. CALL TO ORDER:** With a quorum present, the meeting was called to order at 6:00 p.m.

**a. ROLL CALL:** Present were Directors Adam, Apalategui, Conrad, Elias, Hadick, Mahoney, and Sharer. Also present were Special Counsel Rich Adam; District Counsel Keith Lemieux; and Interim General Manager Carol Thomas-Keefer.

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

**2. PUBLIC COMMENT:** None

**3. APPROVAL OF AGENDA:** On motion by Director Sharer, seconded by Director Adam, the agenda was approved as published. Motion carried: 7-0-0-0.

**4. ADJOURN TO CLOSED SESSION:** 6:04 p.m.

**CLOSED SESSION:**

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

**5. REPORT OUT OF CLOSED SESSION:** 7:40 p.m. -- District Counsel Lemieux reported that the Board had received a report from Special Counsel and no reportable action was taken in Closed Session.

**6. DISCUSSION OF COMMITTEES (PURPOSE/NEED):** Counsel Lemieux reviewed the types of committees (standing or ad hoc) and their general purpose and led a discussion among board members on committee structure and need. No action was taken.

**7. ADJOURNMENT -** It was moved and seconded by Directors Sharer and Adam to adjourn at 8:32 p.m.

Minutes approved on \_\_\_\_\_

Keith Hadick, President  
Submitted by Carol Thomas-Keefer

# STAFF REPORT

TO: SMVWCD Board of Directors  
FROM: Carol Thomas-Keefer, Interim General Manager  
DATE: February 20, 2025  
RE: Draft Administrative Code, Titles I and II

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## Background:

As District Counsel has reported in previous meetings, staff has been working to compile an Administrative Code for the District, reviewing existing policies from District files and identifying where new or additional policies are needed. Because the Administrative Code will be a lengthy document, staff has proposed to bring sections to the Board for review as they are developed. Counsel has prepared the first two sections of the draft Code – Title I – General Provisions; and Title II – Administration. Title II contains information on the Board of Directors’ election, powers and duties, compensation and other matters; it also review rules of order, ethics policy and various other matters.

## Recommendation:

The Board should review the drafts of Titles I and II of the District’s Administrative Code, provide comments, and consider approval.

## Attachment:

- Draft Administrative Code, Title I and Title II

## **TITLE 1. GENERAL PROVISIONS**

### **Chapter 1. Adoption of Code**

#### **1-1.101 TITLE**

This Code shall be known as the “Santa Maria Valley Water Conservation District Code,” and it may be referenced as the “Administrative Code” or “Code.” It shall also be sufficient to designate any ordinance adding to, amending, or repealing the provisions of this Code as an addition to, or amendment to, or a repeal of, this Code, or a portion thereof.

Except as otherwise provided in this Code, this Code consists of all regulatory and administrative laws of general application of Santa Maria Valley Water Conservation District (“District”), codified pursuant to the authority set forth in California Water Conservation District law, set forth in Division 21 of the Water Code of the State of California, Water Code section 74000, et seq.

#### **1-1.102 CONSTRUCTION AND INTERPRETATION OF CODE**

All provisions of this Code and all District ordinances and resolutions shall be interpreted to refer to the appropriate or designated officer or office of the District, and whenever an ordinance, uniform code, statute, or other matter which is adopted by reference refers to any department, officer, employee, inspection, or other function, unless the context requires otherwise, all such references shall be to the appropriate or designated office, officer, agency, employee, or function of the District.

#### **1-1.103 EFFECTIVE CODE ON PAST ACTIONS AND OBLIGATIONS**

The adoption of this Code shall not be construed as to waive or otherwise affect any obligation to the District that accrued prior to the adoption of this Code.

#### **1-1.104 MAINTENANCE OF CODE**

At least three copies of this Code, duly certified by the Secretary, shall be maintained on file in the District offices as the official copies of this Code. Additional copies of this Code shall be distributed to the departments of the District as prescribed by the General Manager.



Duly certified copies of each ordinance making a change in this Code shall be filed in the office of the Secretary in books for such purpose, properly indexed for ready reference.

## **Chapter 2. Rules of Construction**

### **1-2.101 SCOPE**

Unless the provisions of this Code otherwise specifically provide, the general provisions, rules of construction, and definitions set forth in this chapter shall govern the construction of this Code.

### **1-2.102 DEFINITIONS**

For the purposes of this Code, unless otherwise apparent from context, certain words and phrases use in this Code are defined as follows:

- (a) “Board” refers to the Board of Directors of the Santa Maria Valley Water Conservation District.
- (b) “Director” refers to a member of the Board.
- (c) “District” refers to the Santa Maria Valley Water Conservation District.
- (d) “Employee” refers to a District employee.
- (e) “General Manager” refers to the General Manager of the District.
- (f) “Person” refers to any person, firm or corporation.
- (g) “President” refers to the President of the Board.
- (h) “Vice President” refers to the Vice President of the Board.
- (i) “Secretary” refers to the Secretary of the Board.
- (j) “Treasurer” refers to the Treasurer of the Board.
- (k) “State” shall mean the State of California
- (l) “Section” shall mean a section of this code unless other source is specifically mentioned.
- (m) “Quarterly” where used to designate a period of time, shall mean the first three calendar months of any given year or any succeeding period of three calendar months.

(n) “Writing” includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this Code, such notice, report, statement or record shall be made in writing in the English language unless this Code expressly provides otherwise.

**1-2.103 STATEMENT AND CONTINUATIONS**

The provisions of this Code insofar as they are substantially the same as existing ordinances or resolutions relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments.

**1-2.104 EFFECT OF HEADINGS**

Title, Chapter, Article, and Section headings contained in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any Title, Chapter, Article, or Section of this Code.

**1-2.105 REFERENCES TO ACTS OR OMISSIONS WITHIN THE DISTRICT**

This Code refers only to the omission or commission of acts over which the agency has jurisdiction or control by virtue of the Constitution of the State, any law, or by reason of ownership or control of property.

**1-2.106 ACTS BY DEPUTIES**

Whenever a power is granted to, or a duty is imposed upon, a public officer or employee, the power may be exercised or the duty may be performed by the deputy of such officer or employee, or by a person otherwise duly authorized pursuant to law, ordinance, or resolution, unless this Code expressly provides otherwise.

**1-2.107 REFERENCES TO ORDINANCES OR RESOLUTIONS**

Whenever any reference in this Code is made to an ordinance or resolution, the reference shall apply to such ordinance or resolution of the District unless this Code expressly provides otherwise. Whenever any reference is made to any

portion of this Code, or to any ordinance or resolution of the District, the reference shall apply to all amendments and additions made to this Code.

**1-2.108       NOTICES**

Whenever a notice is required to be given pursuant to the provisions of this Code, unless different provisions are otherwise specifically set forth in the text of this Code, such notice may be given either by personal delivery thereof to the person to be notified or by deposit in the United States Mail in a sealed envelope, postage prepaid, addressed to such person to be notified at his last known business or residence address as the same appears in the public records of the District or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time the notice is deposited in the Post Office.

Proof of giving any notice is required to be given pursuant to the provisions of this Code may be made by the certificate of any officer or employee of the District or by the affidavit of any person over the age of 18 years, which affidavit shows service in conformity with the provisions of this Code or other provisions of law applicable to the subject matter concerned.

**1-2.109       SEVERABILITY**

If any section, sub-section, sentence, clause or phrase of this Code is, for any reason, held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions of the Code.

**1-2.110       STATUTE OF LIMITATIONS**

Whenever a limitation or a period of time prescribed in any existing ordinance, resolution, or statute for acquiring a right or buying a remedy, or for any other purpose, has begun to run before this Code goes into effect, the time which has already run shall be deemed a part of the time prescribed as such limitation.

**1-2.111       GENDER**

Use of masculine gender includes feminine gender.

## **TITLE 2 - ADMINISTRATION**

### **CHAPTER 1 – GENERAL**

#### **2-1.101 PURPOSE**

This Title provides Directors and staff with a statement of instructions and policy to implement California's Water Conservation District law, Water Code section 74000, et seq.

#### **2-1.102 SCOPE**

This Title deals with the administration of the District. Provisions for delivery of services and the enforcement of rules and regulations concerning service are contained elsewhere in this Code.

### **CHAPTER 2 – BOARD OF DIRECTORS**

#### **Article 1 -Election, Powers and Duties, & Compensation of the Board**

#### **2-2.101 ELECTION**

(a) Directors shall be elected to office in accordance with California Water Conservation District Law, Water Code section 74000, et seq.

(b) The District is divided into seven (7) Divisions as shown on the Official Map of Division Boundaries on file in the District office. One Director represents each division. Each director shall be an elector of the division for which he or she is elected, a qualified elector of the district, and a resident of the county, or of one of the counties, in which the District is situated.

(c) Directors are elected by citizens in their division to serve a four-year term.

(d) The statement of qualifications of candidates appearing in the official voter materials shall be limited to 200 words and shall be paid by the candidate.

(e) Government Code section 871013 authorizes the District to adopt campaign contribution regulations not in conflict with state law. This section is adopted pursuant to section 871013. Candidates for the office of member of the Board of Directors shall file a written report with the Registrar of Voters of the County of Santa Barbara which discloses campaign contributions of \$100.00 or more. This report shall be filed on the same form and at the same time as campaign disclosure statements filed pursuant to state law. The Secretary shall notify the Registrar of Voters that the District has adopted this regulation and shall request the Registrar to provide written notice of this regulation to each candidate.

## **2-2.102 APPOINTMENTS**

When a vacancy occurs on the Board outside the election cycle, the remaining Directors may fill such vacancy by appointment in accordance with law.

## **2-2.103 OATH OF OFFICE**

Persons elected or appointed as Directors shall take the oath of office in the manner and at the time prescribed by law prior to assuming office. The Secretary shall administer the oath.

## **2-2.104 OFFICERS OF THE BOARD**

(a) The officers of the Board shall be a President, a Vice President, a Secretary and a Treasurer.

(b) The President, Vice President, Secretary and Treasurer shall be nominated by the Board at the first meeting in the month of December of each even-numbered year. An election of nominated officers shall take place at the second meeting in the month of December of each even-numbered year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.

## **2-2.105 POWERS AND DUTIES OF BOARD OFFICERS**

The following duties are delegated to Officers of the Board beyond those provided for by statute:

- (a) The President serves as presiding officer at Board meetings.
- (b) The Vice-President serves as Parliamentarian and as presiding officer in the absence of the President.
- (c) The Secretary is responsible for the accuracy and availability of the minutes of Board Meetings and the Official Record of all ordinances, resolutions and orders passed or adopted by the Board. The Secretary shall certify to the passage and adoption of all ordinances, resolutions and orders of the Board, to the filing of all documents filed with, or by order of the Board to the official status, capacity and signature of all officers and employees of the District, and to all matters appearing off record in the files and records of the District and of its Board or of any office or officer of the District.
- (d) The Treasurer shall receive and deposit monies of the District, certify checks presented for payment of obligations are correct and supporting documents available, and shall invest funds.

**2-2.106**

**COMPENSATION**

**2-2.107**

**EXPENSES**

- (a) A Director shall be reimbursed for actual, reasonable and necessary expenses for travel, meals, lodging, registration and similar expenses incurred on District business.
- (b) The reimbursement rates for travel and meals shall not exceed reasonable and necessary amounts, and shall comply with Internal Revenue Service rules and regulations.
- (c) Claims for expense reimbursement shall be submitted to the Secretary for approval. A Director must submit receipts to receive reimbursement, unless obtaining a receipt is impractical.
- (d) Expenses related to a spouse's attendance shall not be reimbursed and must be promptly reimbursed to the District if incurred on the District's account.
- (e) During December, the District shall post on the District website and shall publish in a newspaper of general circulation a notice of availability of records of

expense reimbursement in the amount of \$100 or more per item paid to Directors and employees. The record of such expense shall be posted on the official bulletin board during December and January.

## **Article 2 – Rules of Order for Board Meetings**

### **2-2.108 DEFINITIONS**

As used in this Article:

- (a) The “Presiding Officer” of the Board shall be the President.
- (b) “Member” shall be one of the seven (7) Board member representatives

### **2-2.109 MEETINGS: GENERAL**

- (a) Meetings of the Board shall be open to the public.
- (b) No action shall be taken by secret ballot.
- (c) The definitions contained in the Brown Act shall be used for this Article.

### **2-2.110 REGULAR AND SPECIAL MEETINGS**

- (a) The Board shall hold regular meetings on the third Thursday of each month at 6:30 p.m. at the District’s headquarters.
- (b) The President, Vice President, or Secretary may call a special meeting upon a twenty-four-hour actual notice to each Director.
- (c) An emergency meeting may be called by a majority of the Board on less than twenty-four-hour notice and without an agenda to deal with disruption or threatened disruption of service by work stoppage, crippling disaster or other event severely impairing public health or safety.
- (d) Notice of all regular, special and adjourned meetings must be provided and posted in accordance with the Brown Act. Notice of the meeting shall be posted on-line at [www.smvwcd.org](http://www.smvwcd.org) and physically at 2255 S. Broadway, Ste. 8E, Santa Maria, CA.

**2-2.111 RECORD OF PROCEEDINGS**

- (a) Public meetings shall be digitally recorded and the recordings retained for a period of 5 years. Closed session meetings shall not be recorded. The Secretary or designated staff shall prepare written minutes of meetings available for public inspection when approved by the Board.
- (b) Person attending an open meeting of the Board may record the proceeding on audio or video media unless the Board finds the recording is a persistent disruption of proceedings.

**2-2.112 RULES OF CONDUCT**

- (a) The affirmative vote of at least four Directors is necessary for the Board to take action. The Board shall take action by motion, resolution or ordinance. The vote, including abstentions, shall be recorded in the minutes.
- (b) When there is no quorum, any member of the Board may adjourn such meeting or, if no member of the Board is present, the Clerk of the Board may adjourn the meeting.
- (c) If a group or groups of persons willfully interrupts the meeting so as to make orderly conduct unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the Board may order the meeting room cleared and continue in closed session. The Board may establish a procedure for readmitting individuals not responsible for willfully disturbing the orderly conduct of the meeting.
- (d) The Board shall not prohibit public criticism of the policies, procedures, programs, or services of the District or of the acts or decisions of the Board. However, no privilege or protection is conferred for expression beyond that otherwise provided by law.
- (e) Directors shall not use electronic devices to communicate with other Directors or the audience during Board meetings, and shall step out of the room if a personal communication requires immediate attention.



**2-2.113**

**AGENDA**

- (a) The General Manager shall prepare the agenda, and the President shall approve the agenda before distribution.
- (b) The General Manager shall post an agenda containing a brief, general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session at least seventy-two hours before a regular meeting, or at least twenty-four hours prior to a special meeting. The posting shall be freely accessible to the public and posted on the District's website.
- (c) The agenda shall include the opportunity for the public to address the Board prior to taking action on any matter. The agenda shall also include the opportunity for the public to address the Board on matters within the jurisdiction of the District but not on the agenda.
- (d) Should a Director request that an item be added to a future agenda and another Director seconds that request, the General Manager and President shall arrange for the matter to be placed on a future agenda as promptly as feasible.
- (e) No action shall be taken on matters not shown on the posted agenda, except members may briefly respond to statements made or questions posed during public comment; request for clarification; provide a reference to staff or other resources for factual information; or request staff to report back to the Board at a subsequent meeting.
- (f) Prior to discussion of a matter on the agenda, the Board may add matters to the agenda upon a majority finding an emergency exists or upon at least a two-thirds vote finding there is a need to take immediate action and the need for action came to the attention of the District subsequent to the posting of the agenda. If only five Directors are present, the finding of the need for action shall be by unanimous vote.
- (g) The agenda shall describe matters to be discussed in closed session in the form required by the Brown Act. Closed session may be set either prior to or at the conclusion of open session.

**ORDER OF BUSINESS**

(a) Board Agenda Order. At every regular meeting of the Board, the order of business shall be discussed and acted upon in substantially the following manner, provided that the Presiding Officer may alter the order of business with the concurrence of a majority of the Board.

- (1) Call to Order
- (2) Roll Call
- (3) Pledge of Allegiance
- (4) Public Comment for Non-Agenda Items
- (5) Additions to Agenda
- (6) Approval of Agenda
- (7) Consent Calendar
- (8) Agenda Actions Items, including Public Hearings
- (9) Reports and Information
- (10) Director and Staff Reports
- (11) Adjournment (No motion is required; called by Presiding Officer)

(b) Roll Call. Before proceeding with business, the Board Secretary shall enter in the minutes the names of all members of the Board present. If any member of the Board arrives after the roll call or needs to leave prior to the adjournment of a meeting, the Board Secretary shall enter in the minutes the time at which such member arrived or left.

(c) Adoption of Agenda. After Roll Call, the Board shall review and approve the agenda. Prior to approval, the Presiding Officer shall ask if the General Manager proposes any changes to the agenda. Any member of the Board may move to approve the agenda with or without changes noted (i.e. removal or reordering of items), except that the addition of items must conform to the requirements of the Brown Act.

(d) Consent Calendar. The Consent Calendar shall consist of routine items for which staff contemplates no significant discussion by the Board. A Consent Calendar item may be removed for discussion at the request of any Board member or member the public. A removed Consent Calendar item will be considered before the Board acts upon the remainder of the Consent Calendar.

(e) Special Presentation. Special presentations may be conducted at any meeting at the Board's discretion.

(f) Public Comments for Non-Agenda Items. During Public Comment for Non-Agenda Items, the public may comment on items within the jurisdiction of the Board but not on the agenda.

## **2-2.115 VOTING**

(a) Duty to Vote. When present, all members of the Board are urged to vote unless prohibited by law or conflict of interest.

(b) Voice and Roll Call Votes. A voice vote will be taken and recorded for every action taken, and the results of such vote shall be entered in the minutes of the meeting showing those members of the Board voting aye, those voting no, and those not voting or absent. A roll call vote shall be taken and recorded when required by law, such as when a member of the Board participates in a meeting telephonically.

(c) Conflicts of Interest. All members of the Board are urged to declare a conflict of interest whenever appropriate and in compliance with State law. The affected member of the Board will step down from the dais and leave the Board room as required by State law.

(d) Reconsideration. Reconsideration of a Board action shall be allowed when a member of the prevailing majority of the Board at the time the vote on the original action was taken makes a motion for reconsideration at a meeting following that at which the original action was taken; provided that no motion for reconsideration will be entertained after one (1) year from the time the original action was taken unless the Board determines significant new information has arisen which warrants such action.

(e) Approval. A motion shall be approved with four affirmative votes of members of the Board, unless otherwise required by law.

## **2-2.116 MINUTES**

(a) Content. The minutes will be a clear and concise statement of the actions taken at the Board meeting, including the motions made and the vote thereon. The minutes shall include the date, hour and place of the meeting; whether it is a regular,

adjourned regular or special meeting; the names of the members of the Board and staff present and absent; and any action taken by the Board. If any member of the Board arrives late or departs before the adjournment, the minutes shall reflect his or her arrival or departure time. If the Board acts in a quasi-judicial proceeding, the minutes shall include a complete summary of the witnesses.

(b) Preparation. Minutes shall be prepared by the Board Secretary or designated staff and presented to the Board for approval. The Board may then, by motion, make such corrections as conform to fact and formally adopt the minutes. Members of the Board are not required to have attended the meeting that is the subject of the minutes as a condition to vote on approval.

## 2-2.117 ACTIONS

(a) Process for Action Items. Consideration of Action Items shall follow the following process:

(1) Announcement by the Presiding Officer. The Presiding Officer shall announce the item under consideration by reference to its listing on the agenda.

(2) Staff Report. If there is a responsible staff member, he or she shall present a report of staff regarding the action item.

(3) Questions of Staff. Members of the Board may ask questions of staff to clarify the report.

(4) Public Comment. The Board shall receive any public comment for the agenda item, and may limit any individual's public comment on an agenda item to three minutes.

(5) Motions. Any member of the Board may initiate an item for formal consideration by the Board by making a motion. A member of the Board may make an independent motion, may make a motion to implement staff recommendation, or may request assistance from the District Counsel as to the form of a proposed motion. Upon making of the motion, a second member of the Board may second the motion.

(6) Debate. Before or after any initial motion on any item by any member of the Board, the members of the Board may debate the item, make

comments relevant to the item, respond to any questions related to the item and ask questions of staff related to the item.

(7) Vote. Unless withdrawn, the Board shall vote upon the motion.

(b) Resolutions and Ordinances. Resolutions and ordinances are formal documents that record an action of the Board. Resolutions and ordinances are considered by the Board upon motion and proper second. Resolutions or ordinances are sometimes required by law or may be recommended by the District Counsel to record an action of the Board which is considered of particular importance. Resolutions and ordinances shall be presented using the District's standard format, and shall be reviewed and approved by the District Counsel prior to any presentation to the Board according to rules and procedures approved by the Board.

(c) Correct Legal Document. Upon occasion, resolutions or ordinances are submitted in draft form, with amendments made during the meeting. These preliminary papers may be re-typed in final form, and such re-draft, when signed and attested, becomes the original and proper document to be retained in the files.

## **2-2.118 DEBATE AND PRECEDENCE OF MOTIONS**

(a) Processing of Motions. A motion shall be considered pending before the Board following a motion and second by the members Board as described in section 2-2.117(a)(5).

(b) Division of Question. If the item contains two or more divisible propositions, the Presiding Officer may divide the question and require a vote on each portion of the question.

(c) Precedence of Motions. Once a motion is pending before the Board, no other motion on the matter shall be entertained except those listed below. These motions have precedence in the order listed:

(1) Motion to Table. A motion to table an item requires a majority vote. A motion to table, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on hold. The motion may contain a specific time in which the item can come back to the Board or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it

back to the Board will have to be taken at a future meeting. A motion to table is not debatable.

(2) Amendments. A motion to amend the motion may be entertained only with the consent of the member who originally made the motion and, if the motion has been seconded, by the member who seconded the motion. An amendment modifying the intention of a motion may be considered, but an amendment relating to a different matter or an amendment that would alter the original motion so that it relates to a substantially different matter shall not be considered. Motions to amend a motion shall be voted upon first, then the main motion, whether or not amended, shall be voted upon. In lieu of voting upon a motion to amend, the member who made the original motion may withdraw the original motion and restate a motion on the same subject with the consent of the member who seconded the motion. Any motion that has been validly amended or validly withdrawn and restated as provided in this section shall then be voted upon.

(3) Motion to Call the Question. A Motion to call the question is to close debate on the main motion. If the motion to call the question fails, debate is reopened; if the motion to call the question passes, then a vote on the main motion is in order.

(4) Withdrawing a Motion. A motion may be withdrawn only by the member who made the motion with the consent of the member who seconded the motion. A withdrawn motion does not appear in the minutes.

## 2-2.119 **PUBLIC HEARING AND APPEALS**

(a) Public Hearing. Hearings shall follow the following process:

(1) Announcement by the Presiding Officer. The Presiding Officer shall announce the item under consideration by reference to its listing on the agenda.

(2) Statement by General Counsel. The Presiding Officer shall formally open the public hearing and may request a statement by the General Counsel regarding the nature of the hearing and the rules to be followed during the hearing.

(3) Staff Report. At the hearing, District staff shall present evidence in support of the findings or reasons upon which the order, citation, decision, or determination, was based.

(4) Questions of Staff. Members of the Board may ask questions of staff to clarify the report.

(5) Hearing. The party subject to the matter will be given the opportunity to present his or her case first. The parties and anyone who participates in a hearing may be represented by an attorney or other person of the parties' choice. The parties have a right to appear, testify, present evidence, examine and cross-examine witnesses, and present written or oral arguments. Additionally, the parties may request, and the Presiding Officer may allow the parties to submit written briefs, either before, during or after the hearing. In consultation with the General Counsel, the Presiding Officer shall specify, prior to the start of the hearing, if a time limit will be imposed and what that time limit is for the initial presentations and how much time will be allowed for rebuttal. Unless otherwise determined by the Presiding Officer in consultation with the General Counsel, the maximum allowed time for initial presentations shall be 30 minutes; the opponents (if any) will then be granted equal time to present their case; the applicant will then be allowed 10 minutes to present rebuttal (not supplemental) evidence; and the opponents (if any) will then be granted 10 minutes to present redress (if any).

(6) Public Comment. If any public speaker cards have been received, the public shall be invited to speak on the item.

(7) Close of Hearing. After the staff report, all presentations, rebuttal and redress and public comment, the Presiding Officer will call the public hearing to be closed.

(8) Debate and Discussion. After the close of the hearing, the Board may debate the matter as described in Section 2-2.117(a)(6) and may ask questions of the public, parties, witnesses or staff.

(9) Motions. After debate and discussion, the Presiding Officer may ask for a motion disposing of the matter or any member of the Board may initiate a motion using the procedure described in Section 2-2.117(a)(5).

(10) Vote. Unless withdrawn in accordance with Section 2-2.118(c)(3), the Board shall vote upon the motion, as provided in Section 2-2.115.

(b) Evidence. A public hearing need not be conducted according to the technical rules of law relating to evidence and witnesses. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to relying on in the conduct of serious affairs, regardless of the existence of any common law rule or statute which might make improper the admission of such evidence over objection in civil actions.

(c) Witnesses. Each person who desires to speak must first be recognized by the Presiding Officer. Upon receiving recognition, the speaker should, but is not required to, give his or her name and address for the record. If a person refuses to give their name and address for the record, then their statement will not be considered as evidence in the proceeding but will be lodged as a comment from an anonymous member of the public in accordance with the Brown Act.

(d) Scope. The scope of the hearing shall be limited to the order, citation, decision, or determination being appealed, the grounds for relief raised in the notice of appeal and any specific requirements of this Code.

(e) Waiver of Rights. The failure of the appellant or any interested party to raise an objection to the Presiding Officer either before or during the hearing of any defect in notice or procedure provided under the Code or at law or in equity shall be deemed a waiver of the defect.

(f) Failure of Appellant to Appear. Unless otherwise provided in the Code, if the appellant fails to appear for the hearing at the time and place noticed, the Presiding Officer in his or her discretion may conduct the hearing to a conclusion or may dismiss the appeal. If the appeal is dismissed, the appeal is deemed denied and the order, citation, decision, determination appealed from shall become final and effective on the date of the hearing. Upon a showing of good cause, the Presiding Officer may set aside his or her decision to dismiss due to the appellant's failure to appear and may reschedule the appeal for hearing.



**2-2.120 PUBLIC COMMENT**

(a) Public Comment. A person wishing to address the Board shall first be recognized by the Presiding Officer. Comments should focus on a specific item on the agenda, or a specific matter within the jurisdiction of the Board. Each person shall address all remarks to the Board as a body, not to any member thereof and not to staff or the public. No person, other than a member of the Board and the person having the floor, shall be permitted to enter into any discussion without recognition by the Presiding Officer.

(b) Timing of Public Comments. Members of the public may only provide comment on items not on the agenda during the public comment period. Public comment on items that are on the agenda shall take place during consideration of that item.

(c) Written Comments and Presentations. Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted, but may be considered at the discretion of the Presiding Officer.

(d) Time Limits. Unless additional time is granted by the Presiding Officer, each person shall limit public comments to three minutes. The Presiding Officer has discretion to reduce the time limit for each person during public comments if necessary to ensure that all the public can be heard.

**2-2.121 CLOSED SESSION**

(a) The Board may conduct a closed session at a regular or special meeting to consider matters permitted by the Brown Act.

(b) Action taken in closed session and the vote, abstention, or absence of each Director shall be publicly reported as follows:

(1) Approval of an agreement concluding real estate negotiations shall be reported after the agreement is final, as follows:

a. If the Board's approval renders the agreement final, the Board shall report approval and the substance of the agreement in open session at the public meeting when the closed session is held.

b. If final approval rests with the other party to the negotiations, the District shall disclose the approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the District of its approval.

(2) Approval given to general counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation shall be reported in open session at the public meeting when the closed session is held and disclosed to any person upon inquiry, unless to do so would jeopardize the District's ability to effectuate service of process on one or more unserved parties, or would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(3) Approval given to counsel for a settlement of pending litigation, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:

a. If the Board accepts a settlement offer signed by the opposing party, the Board shall report acceptance and identify the substance of the agreement in open session at the public meeting when the closed session is held.

b. If final approval rests with another party to the litigation or with the court, the District shall disclose the approval, and identify the substance of the agreement upon inquiry by any person when the settlement becomes final.

(4) Disposition reached as to claims discussed in closed session shall be reported in the same manner as the settlement of pending litigation.

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee shall be reported at the public meeting when the closed session is held. Such report shall identify the title of the position and specify any change in compensation. However, a report of dismissal or of non-renewal of an employment contract shall be deferred until the first public meeting following the exhaustion of the employee's administrative remedies.

(6) Approval of an agreement concluding labor negotiations shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

**CODE OF CONDUCT**

- (a) The Board of Directors shall follow the following norms of behavior and protocol (Code of Conduct) for conducting the District's business in an ethical and professional manner.
- (b) General
  - (1) Treat other Directors, staff, and the public with courtesy and respect.
  - (2) Avoid criticizing individuals in public.
  - (3) Avoid promulgating inaccuracies or falsehoods.
  - (4) Stay abreast of issues affecting the District and other local agencies.
  - (5) Refrain from communications that may constitute a violation of the Ralph M. Brown Act such as discussions among a quorum of Directors, at one time or serially, face-to-face or otherwise.
  - (6) Maintain the confidentiality of non-public information.
  - (7) Ensure public statements that do not reflect the policy of the majority of the Board are cited as personal opinion.
- (c) Public Meetings
  - (1) Inform other Directors and the General Manager of unexpected issues that may arise at a public meeting.
  - (2) Be prepared for Board meetings by reviewing the agenda and supporting materials in advance.
  - (3) Respect the Board President's responsibility to run meetings.
  - (4) Seek recognition by the Board President before speaking and avoid interrupting other Directors.
  - (5) Listen carefully to public speakers, avoid interrupting and do not engage in debate; limit questions to those aimed to understand the speaker's point of view.
  - (6) Make remarks succinct and to the point in an effort to avoid tiring the public or engaging in tedious or repetitious discussion.

(7) Refrain from private communications with other Directors or the public via electronic communication devices while at the dais.

(d) Decision-Making

(1) Make decisions based on public input.

(2) Attempt to persuade other Directors through reasoned debate and accept the majority's decision graciously as policy of the Board.

(3) Articulate the reasoning for decisions for the benefit of the public, particularly when the Board is divided on an issue.

(e) Business Operations

(1) Provide policy direction to the General Manager, and support the General Manager to implement policy through staff.

(2) Avoid unnecessary requests for the General Manager's time or attention to matters that are not of interest to the majority of the Board.

(3) Obtain recommendations from the General Manager on District issues.

(4) Inform the Board Secretary in advance when unavailable for District business.

(5) Ensure direction to staff is supported by a majority of the Board and voice concerns timely with the direction provided.

(6) Direct concerns or complaints about staff to the General Manager.

(7) Avoid unduly influencing the content of staff reports.

(8) Forward copies of complaints from the public to the General Manager and allow staff to seek resolution and respond accordingly.

(9) Share copies of correspondence related to the District's business promptly with other Directors and the General Manager.

## CHAPTER 3 – OTHER OFFICERS AND EMPLOYEES

### 2-3.101 PURPOSE

This Article deals with officers who report to the Board.

### 2-3.102 GENERAL PROVISIONS

(a) The General Manager and District Counsel report to the Board. The Board may deal directly with either the General Manager or the District Counsel as the need arises.

(b) Directors shall not deal with District employees except for brief inquiry or as authorized by the General Manager and Board.

### 2-3.103 GENERAL MANAGER

(a) General Manager: The General Manager shall be appointed by the Board as the chief administrative officer, and shall be responsible directly to the Board.

(b) Administration of Business Affairs of the District: The General Manager shall have full power and authority to administer the business affairs of the District within the programs and policies established by the Board.

(c) Agreement and Authorizations: The General Manager may bind this District by contract as authorized by the Board.

(d) The Board will set the compensation of the General Manager through a written agreement.

### 2-3.104 GENERAL COUNSEL

General Counsel shall be appointed by the Board, and is responsible to the Board.

Counsel shall provide legal advice as requested by the Board or the General Manager.

The Board will set the compensation of the General Counsel through a written agreement.

**2-3.105        CONSULTANTS**

- (a)     The General Manager may engage consultants as from time-to-time necessary, in accordance with purchasing procedures.
  
- (b)     An independent auditor, also known as an “outside” auditor, shall be appointed by the Board to perform an independent annual audit of the District’s financial statements.

**CHAPTER 4 – EMPLOYEES**

**Article 1 - Wages, Hours, Conditions of Employment & Specific Policies**

**2-4.101        POSITION AUTHORIZED**

The Board shall, as part of the annual budget approval/adoption process, and from time to time, approve positions necessary to provide for the performance of the District’s work. Such budget document shall identify positions by job title.

**2-4.102        WAGES**

The Board shall, as part of the annual budgeting process, approve wages for each authorized position and as otherwise needed from time to time.

**2-4.103        CONDITIONS OF EMPLOYMENT**

- (a)     Terms of employments are set forth in Memoranda of Understanding approved by the Board.
  
- (b)     Terms of employment for positions or offices not covered by a memorandum of understanding shall be set forth in contracts approved by the Board.

**2-4.104        HARASSMENT POLICY**

(a)     Harassment of an applicant, intern, volunteer or employee by a supervisor , management employee or co-worker on the basis of race, religious creed (including religious dress and grooming), color, national origin, ancestry, mental or physical disability, physical handicap, medical condition, marital status, sex, gender, including pregnancy, childbirth and related medical conditions and breastfeeding, gender identity and expression, military or veteran status, sexual orientation, genetic information, national origin, ancestry, or age (over 40), or having requested a legally required leave under a California or federal law is against the law and will not be tolerated.

(b) The General Manager shall promulgate work place regulations, consistent with State and Federal law, to insure harassment does not occur. The General Manager shall meet and confer with recognized employee organizations concerning changes in the harassment policy and shall lodge copies of changes with the Board within 30 days of adoption.

**2-4.105 WHISTLE BLOWER POLICY**

(a) No employee will be intimidated, restricted, coerced, or discriminated against for filing a written complaint with the District alleging gross mismanagement, significant waste of funds, abuse of authority or substantial and specific danger to public health or safety. No disciplinary action shall be imposed against an employee for filing such a complaint.

(b) The General Manager shall promulgate work place regulations, consistent with State and Federal law, to protect the rights of whistleblowers. The General Manager shall meet and confer with recognized employee organizations concerning changes in the whistleblower policy and shall lodge copies of changes with the Board within 30 days of adoption.

**2-4.106 SUBSTANCE ABUSE POLICY**

(a) The District's function is to build, operate and maintain water distribution, water treatment, waste water collection, and waste water treatment systems safely, dependably and efficiently.

(b) The General Manager shall promulgate work place regulations, consistent with State and Federal law, to avoid substance abuse.

**2-4.107 NEPOTISM**

(a) The District restricts the hiring or employment of relatives of officers or employees.

(b) The General Manager shall promulgate work place regulations, consistent with State and Federal law, to avoid nepotism.

**CHAPTER 5 – GOVERNING BOARD, OFFICERS AND EMPLOYEES**  
**Article 1 - Code of Ethics**

**2-5.101        DECLARATION OF POLICY**

(a)        The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a code of ethics for all officers and employees, whether elected or appointed, paid or unpaid.

(b)        This article establishes ethical standards of conduct for District officers and employees by setting forth those acts or actions that are incompatible with the best interests of the District and by directing the officers' disclosure of private financial or other interests in matters affecting the District.

**2-5.102        RESPONSIBILITIES OF PUBLIC OFFICE**

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the United States and State Constitution and to carry out impartially the laws of the nation, State, the Water Conservation District Act of 1931, and the District, thus to foster respect for all governments. They are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. Recognizing that the public interests must be their primary concern, their conduct in both their official and private affairs should be above reproach.

**2-5.103        DEDICATED SERVICE**

(a)        Officers and employees owe a duty of loyalty to the political objectives expressed by the electorate and the programs developed by the Board to attain those objectives. Appointive officers and employees should adhere to the rules of work and performance established as the standards for their positions by the appropriate authority.

(b)        Officers and employees should not exceed their authority or breach the law, or ask others to do so, and owe a duty to cooperate fully with other public officers and employees unless prohibited from so doing by law or by the officially recognized confidentiality of their work.



**2-5.104 POLITICAL ACTIVITIES**

- (a) Officers and employees shall not solicit or participate in soliciting an assessment, subscription or contribution to a political party during working hours on property owned by the District and shall conform to Government Code Sections 3202 and 3203.
- (b) Officers and employees shall not promise appointment to a position with the District.

**2-5.105 AVOIDANCE OF IMPRESSIONS OF CORRUPTIBILITY**

Officers and employees shall conduct their official and private affairs so as not to give a reasonable basis for the impression that they can be improperly influenced in performance of public duties. Officers and employees should maintain public confidence in their performance of the public trust in the District.

**2-5.106 DISCRIMINATION IN APPOINTMENTS**

- (a) No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive administrative office because of such person's race, color, age, religion, sex, national origin, political opinions, affiliations, or functional limitation as defined by applicable State or federal laws, if otherwise qualified for the position or office.
- (b) This provision shall not be construed to impair administrative discretion in determining the requirements of a position or in a job assignment of a person holding such a position, subject to review by the Board.

**2-5.107 ALLEGIANCE AND PROPER CONDUCT**

- (a) Officers and employees shall not engage in or accept any private employment, or render services for private interest, when such employment or service is incompatible with proper discharge of official duties or would tend to impair independence or judgment or action in the performance of those duties.
- (b) Officers and employees shall not disclose confidential information concerning the property, government, or affairs of the District, and shall not use confidential information for personal financial gain.
- (c) Officers and employees shall not accept a gift in excess of limits established by state law. Officers and employees shall not accept any gift contingent upon a specific action by the Board.

(d) Officers and employees shall not appear on behalf of business or private interests of another before the Board where such appearance would create a potential of having to abstain from officers participating on that matter or be incompatible with official duties. Officers and employees shall not represent a private interest of another person or entity in any action or proceeding against the interest of the District in any litigation to which the District is a party. A Director may appear before the District on behalf of constituents in the course of duties as a representative of the electorate or in the performance of public or civic obligations.

## **Article 2 – Conflict of Interest Code**

### **2-5.201 CONFLICTS OF INTEREST CODE DISCLOSURE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code.

After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by references. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Board of Directors and General Manager and forward the originals of such statements to the Executive Office of the Board of Supervisors of the County of Santa Barbara.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

2-5.202

**CONFLICTS OF INTEREST: DISCLOSURE CATEGORIES**

Exhibit “A”

The following categories are established for the purpose of conflicts of interest disclosure:

Category 1. Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

Category 2. Persons in this category shall disclose all investments and business positions.

Category 3. Persons in this category shall disclose all income (including gifts, loans, and travel payments) and business positions.

Category 4. Persons in this category shall disclose all business positions, investments in, or income (including gifts, loans, and travel payments) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned this disclosure category.

2-5.203

**CONFLICTS OF INTEREST: DESIGNATED EMPLOYEES**

Exhibit “B”

The following employees are designated to file conflicts of interest disclosure statements for the disclosure categories specified.

<u>DESIGNATED EMPLOYEES</u>	<u>CATEGORY</u>
Board of Directors	1, 2, 3
General Manager	1, 2, 3
District Counsel	1, 2, 3
Consultants/New Positions*	

\*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations.

The General Manager or his or her designee may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based

upon that description, a statement of the extent of disclosure requirements. The General Manager or his or her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

Individuals who perform under contract the duties of any designated position shall be required to file a Statement of Economic Interests disclosing reportable interest in the categories assigned to that designated position.”

# STAFF REPORT

TO: SMWWCD Board of Directors  
FROM: Carol Thomas-Keefer, Interim General Manager  
DATE: February 20, 2025  
RE: Contract for On-call Engineering Services

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## 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 (AV). 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.

At the December 19 regular meeting, the Board reviewed the qualifications of AV and authorized staff to negotiate an agreement for Board consideration. Staff provided AV with a standard professional services agreement, and District counsel has been working with AV representatives to negotiate and finalize the agreement. AV and counsel have not agreed to the provision pertaining to corporate protection (see Sections 8.1 and 8.2 in attached draft agreement; however, AV has requested Board consideration. AV has indicated that it will not accept the agreement without the proposed language for corporate protection of its employees. Counsel will provide additional information pertaining to risks and potential legal consequences at the board meeting.

## Recommendation:

Staff recommends that the Board review the proposed agreement with AV, consider advice from District Counsel, and determine whether or not to approve the agreement as proposed.

## SANTA MARIA VALLEY WATER CONSERVATION DISTRICT

### AGREEMENT FOR ON-CALL ENGINEERING SERVICES

This Engineering Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Santa Maria Valley Water Conservation District (“District”), and Ashley & Vance Engineering (“Consultant”) (collectively hereinafter the “Parties”).

#### RECITALS

A. The District issued a Request for Qualifications (“RFQ”) for the performance of on-call engineering services, which is incorporated herein by reference.

B. In response to the RFQ, Consultant submitted a Statement of Qualifications (“SOQ”) to the District, which is incorporated by reference and a true and correct copy of which is attached hereto as **Exhibit A**.

C. At its regular meeting on December 19, 2024, the District’s Board of Directors (“Board”) considered Consultant’s SOQ and authorized staff to negotiate a contract with Consultant for on-call engineering services.

D. The Parties desire to formalize the selection of Consultant for performance of those services described in the RFQ, and desire that the terms of that performance be as particularly defined and described herein.

#### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services on an “on-call” basis. Consultant warrants that all work or services performed under this Agreement will be performed in a competent, professional, and satisfactory manner.

1.2 Consultant’s Statement of Qualifications. The Scope of Services shall include the Consultant’s SOQ, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless the District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the District hereunder.

1.5 Compliance With Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of Federal, State, and local governments.

## **2.0 COMPENSATION**

2.1 Payment. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the terms of task orders issued by the District. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the SOQ.

2.2 Method of Payment. Unless some other method of payment is agreed upon by the Parties, no later than the first (1st) working day of such month, Consultant shall submit to the District an invoice for services rendered prior to the date of the invoice. Except as otherwise provided in this Agreement, the District shall pay Consultant for all expenses stated thereon which are approved by the District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the Board of Directors of the District for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

## **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed with a task order, and shall perform all services within the time period(s) established in any such task order

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the



Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than three years after the effective date of this Agreement.

#### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. Kathleen Allwine, P.E., is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith. The representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of the District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by the District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of the District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of the District.

4.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District. The District shall not in any

way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance with limits no less than \$1,000,000.00 per claim and aggregate with respect to any loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents (the "District's Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, where the primary insured does not satisfy the self-insured retention, the insurance policy must specify that any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ~~ten (10) days prior~~ written notice by ~~registered~~ certified mail to the District. Consultant agrees to notify the District by certified mail, return receipt requested, within (10) business days of Consultant's receipt of notice of cancellation from its insurer. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to

any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the District due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the District and the District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## 6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of the District, including the right to inspect, copy, audit and make records and transcripts from such

records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the District of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify the District for all damages resulting therefrom.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Santa Barbara, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes the District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the District for any losses, costs, liabilities, or damages suffered by the District, and (ii) all amounts for which the District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, the District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect the District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or

services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter, and the District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, the District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and the District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorney Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Corporate Protection. District agrees that as its sole and exclusive remedy, any claim, demand, or suit arising from the Consultant's services shall be directed and/or asserted only against the Consultant, a corporation in the State of California, and not against any of the Consultant's employees, shareholders, officers or directors.

8.3 Conflict of Interest (District). No officer or employee of the District shall have any financial interest in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.4 Conflicts of Interest (Consultant). Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. During the term of this Agreement, Consultant shall not hire personnel currently employed by the District to perform any work under this Agreement. Consultant shall promptly inform the District of any contract, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that might appear to conflict with the District's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients

whose interests might be served by the work performed under this Agreement. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual conflicts of interest. The District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict.

8.5 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the attention of the District's General Manager, Santa Maria Valley Water Conservation District, 2255 S. Broadway, Unit 8E, Santa Maria, CA 93454, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**DISTRICT:**  
SANTA MARIA VALLEY WATER  
CONSERVATION DISTRICT

By: \_\_\_\_\_  
Keith Hadick, Board President

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

By: \_\_\_\_\_  
Keith Lemieux, District Counsel

**CONSULTANT:**  
Ashley & Vance Engineering

By: \_\_\_\_\_  
Name: Kathleen Allwine, P.E.  
Title: Principal Civil Engineer

Address: 1229 Carmel Street  
San Luis Obispo, CA 93401

**Santa Maria Valley Water Conservation District**  
**Profit & Loss Budget vs. Actual**  
 July 2024 through January 2025

58% of the year has elapsed	Jul '24 - Jan 25	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Charges for Services</b>				
4877 · Other Special Assessment	642,456.72	1,200,000.00	-557,543.28	53.54%
<b>Total Charges for Services</b>	<b>642,456.72</b>	<b>1,200,000.00</b>	<b>-557,543.28</b>	<b>53.54%</b>
<b>Intergovernmental Revenue</b>				
4220 · Homeowners Prop Tax-Stat	709.16	1,495.00	-785.84	47.44%
4690 · Homeownrs Prop Tx/pymts in Lieu	0.00	200.00	-200.00	0.0%
<b>Total Intergovernmental Revenue</b>	<b>709.16</b>	<b>1,695.00</b>	<b>-985.84</b>	<b>41.84%</b>
<b>Taxes</b>				
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	1,320.02	1,200.00	120.02	110.0%
3010 · Property Tax-Current Sec	229,167.14	395,000.00	-165,832.86	58.02%
3023 · PT PY Corr/Escapes Unsec	253.97	475.00	-221.03	53.47%
3025 · Property Tax-Other Cnty	49,949.62	156,000.00	-106,050.38	32.02%
3029 · RDA RPTTF Distributions	5,373.04	5,300.00	73.04	101.38%
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%
<b>Total Taxes</b>	<b>303,029.19</b>	<b>582,015.00</b>	<b>-278,985.81</b>	<b>52.07%</b>
<b>Use of Money and Property</b>				
3382-Interest Savings Acct	6,717.99	25,000.00	-18,282.01	26.87%
3380 · Interest Income	39,078.62	40,000.00	-921.38	97.7%
<b>Total Use of Money and Property</b>	<b>45,796.61</b>	<b>65,000.00</b>	<b>-19,203.39</b>	<b>70.46%</b>
5909 · Other Miscellaneous Revenue	1,501.55			
<b>Total Income</b>	<b>993,493.23</b>	<b>1,848,710.00</b>	<b>-855,216.77</b>	<b>53.74%</b>
<b>Expense</b>				
<b>1 · Salaries &amp; Employee Benefits</b>				
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%
6900 · Workers Compensation	0.00	7,000.00	-7,000.00	0.0%
<b>Total 1 · Salaries &amp; Employee Benefits</b>	<b>0.00</b>	<b>175,000.00</b>	<b>-175,000.00</b>	<b>0.0%</b>



**Santa Maria Valley Water Conservation District**  
**Profit & Loss Budget vs. Actual**  
 July 2024 through January 2025

58% of the year has elapsed

	<b>Jul '24 - Jan 25</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>2 - Services and Supplies</b>				
7050 - Communications	4,161.99	10,000.00	-5,838.01	41.62%
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	8,500.00	30,000.00	-21,500.00	28.33%
7120 - Maintenance-Equipment	2,005.61	22,000.00	-19,994.39	9.12%
7121 - Operating Supplies	4,357.44	26,000.00	-21,642.56	16.76%
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	3,628.00	3,900.00	-272.00	93.03%
7450 - Office Expense	7,372.33	13,500.00	-6,127.67	54.61%
7460 - Professional & Spec Svcs	166,890.38	225,000.00	-58,109.62	74.17%
7506 - Administration Fees	1,347.00	7,400.00	-6,053.00	18.2%
7507 - ADP Fees	0.00	3,410.00	-3,410.00	0.0%
7508 - Legal Fees	51,669.45	190,000.00	-138,330.55	27.19%
7509 - Other Expense - BOE	20,397.89	22,000.00	-1,602.11	92.72%
7510 - Contractual Services	45,341.50	90,000.00	-44,658.50	50.38%
7580 - Rents/Leases-Structure	11,200.00	17,000.00	-5,800.00	65.88%
7710 - Watershed Planning	30,000.00	19,000.00	11,000.00	157.9%
7711 - Groundwater Planning	10,235.00	12,000.00	-1,765.00	85.29%
7731 - Gasoline, Oil, Fuel	3,100.51	20,000.00	-16,899.49	15.5%
7732 - Training & Travel	0.00	3,000.00	-3,000.00	0.0%
7760 - Utilities	3,310.68	8,000.00	-4,689.32	41.38%
<b>Total 2 - Services and Supplies</b>	<b>434,621.48</b>	<b>854,010.00</b>	<b>-419,388.52</b>	<b>50.89%</b>
<b>3 - Fixed Assets</b>				
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	25,549.04	45,000.00	-19,450.96	56.78%
8400 - Sediment Management	0.00	400,000.00	-400,000.00	0.0%
<b>Total 3 - Fixed Assets</b>	<b>25,549.04</b>	<b>1,135,000.00</b>	<b>-1,109,450.96</b>	<b>2.25%</b>
<b>Total Expense</b>	<b>460,170.52</b>	<b>2,164,010.00</b>	<b>-1,703,839.48</b>	<b>21.27%</b>
<b>Net Ordinary Income</b>	<b>533,322.71</b>	<b>-315,300.00</b>	<b>848,622.71</b>	<b>-169.15%</b>

**Santa Maria Valley Water Conservation District**  
**Profit & Loss Budget vs. Actual**  
 July 2024 through January 2025

58% of the year has elapsed

	Jul '24 - Jan 25	Budget	\$ Over Budget	% of Budget
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>9999 - Operating Transfer In</b>	0.00	315,300.00	-315,300.00	0.0%
<b>Total Other Income</b>	0.00	315,300.00	-315,300.00	0.0%
<b>Net Other Income</b>	0.00	315,300.00	-315,300.00	0.0%
<b>Net Income</b>	<b>533,322.71</b>	<b>0.00</b>	<b>533,322.71</b>	<b>100.0%</b>

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

## Balance Sheet

As of January 31, 2025

Jan 31, 25

### Current Assets

#### Checking/Savings

California Class	1,830,792.20
Community Bank of Santa Maria	359,337.10
Community Bank of SM-Saving	52,490.82
Community Bank SM-Agency Fund	100.00
Community BankCD4%Mat05.15.25	<u>516,746.91</u>
<b>Total Checking/Savings</b>	<b>2,759,467.03</b>

# Santa Maria Valley Water Conservation District

## Vendors

January 2025

	Type	Date	Num	Memo	Debit
<b>ANDY ADAM</b>					
	Check	01/11/2025	6468	DEC 2024	100.00
Total ANDY ADAM					<u>100.00</u>
<b>CA Public Employees Retirement System</b>					
	Check	01/11/2025	6457	SSA ANNUAL FEE	50.00
Total CA Public Employees Retirement System					<u>50.00</u>
<b>CARRIE TROUP, CPA</b>					
	Check	01/11/2025	6455	INV # 1224W	2,950.00
Total CARRIE TROUP, CPA					<u>2,950.00</u>
<b>CASEY CONRAD</b>					
	Check	01/11/2025	6465	DEC 2024	100.00
Total CASEY CONRAD					<u>100.00</u>
<b>FRONTIER</b>					
	Check	01/11/2025	6458	805-925-8989-010168-5	404.08
Total FRONTIER					<u>404.08</u>
<b>GAEDEKE HYDROLOGIC CONSULTING, LLC</b>					
	Check	01/22/2025	6475	DAM TENDING 6 WEEKEND DAYS	2,340.00
	Check	01/22/2025	6475	DAM TENDING 16 WEEK DAYS	6,720.00
Total GAEDEKE HYDROLOGIC CONSULTING, LLC					<u>9,060.00</u>
<b>GERALD MAHONEY</b>					
	Check	01/11/2025	6467	DEC 2024	200.00
Total GERALD MAHONEY					<u>200.00</u>

# Santa Maria Valley Water Conservation District

## Vendors

January 2025

	Type	Date	Num	Memo	Debit
<b>GTECH</b>					
	Check	01/22/2025	6474	Hardware purchahase/installed at Dam	14,790.03
Total GTECH					<u>14,790.03</u>
<b>JUAREZ ADAM &amp; FARLEY LLP</b>					
	Check	01/11/2025	6460		6,548.50
	Check	01/11/2025	6461		710.00
	Check	01/18/2025	6473		261.22
Total JUAREZ ADAM & FARLEY LLP					<u>7,519.72</u>
<b>KEITH HADICK</b>					
	Check	01/11/2025	6464	DEC 2024	200.00
Total KEITH HADICK					<u>200.00</u>
<b>LINDE GAS &amp; EQUIPMENT INC.</b>					
	Check	01/11/2025	6456	47041887	103.82
Total LINDE GAS & EQUIPMENT INC.					<u>103.82</u>
<b>PG&amp;E</b>					
	Check	01/11/2025	6469	9469185104-5	35.35
	Check	01/11/2025	6470	ACCT # 5386134685-5	27.81
	Check	01/11/2025	6471	ACCT # 2084099541-7	327.91
Total PG&E					<u>391.07</u>
<b>RAMON ELIAS</b>					
	Check	01/11/2025	6472	DEC 2024	100.00
Total RAMON ELIAS					<u>100.00</u>

**Santa Maria Valley Water Conservation District**

**Vendors**

January 2025

	Type	Date	Num	Memo	Debit
<b>RANDY SHARER</b>					
	Check	01/11/2025	6466	DEC 2024	200.00
Total RANDY SHARER					<u>200.00</u>
<b>TEIXEIRA FARMS</b>					
	Check	01/11/2025	6463	RENT FEBRUARY 2025	1,400.00
Total TEIXEIRA FARMS					<u>1,400.00</u>
<b>US BANK</b>					
	Check	01/11/2025	6459	MSFT	25.00
	Check	01/11/2025	6459	MSFT	54.00
	Check	01/11/2025	6459	ADT SECURITY	80.89
	Check	01/11/2025	6459	FREE CONFERENCE	3.00
	Check	01/11/2025	6459	ADT SECURITY	51.99
	Check	01/11/2025	6459	SHELL OIL	92.45
	Check	01/11/2025	6459	USPS	146.00
Total US BANK					<u>453.33</u>
<b>VERIZON</b>					
	Check	01/11/2025	6462	INV 6101870553	51.69
Total VERIZON					<u>51.69</u>
<b>TOTAL</b>					<u><u>38,073.74</u></u>