

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



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## SANTA MARIA VALLEY WATER CONSERVATION DISTRICT

### REGULAR MEETING February 15, 2024 – 6:30 p.m.

#### AGENDA

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

#### 1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

#### 2. PUBLIC COMMENT

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

#### 3. ADDITIONS TO THE AGENDA

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

#### 4. APPROVAL OF AGENDA

Recommended Action: Motion to approve Agenda as published.

#### 5. CONSENT CALENDAR

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

##### a. Approval of Minutes

Regular Meeting of January 18, 2024

**b. Approval of Minutes**

Special Meeting of January 24, 2024

**6. FINANCIAL REPORTS**

**a. Financial Reports** – Carrie Troup, CPA

*Financial Reports are prepared and reviewed by the District's CPA.*

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

**b. Treasurer's Report** – Director Conrad (Treasurer/Chair)

*Treasurer Conrad may provide an update on the District's monthly expenses not otherwise covered during Financial Reports.*

**7. APPROVAL OF COMPENSATION AGREEMENT WITH CITY OF GUADALUPE**

Recommended Action: Motion to approve and authorize President to sign compensation agreement with City of Guadalupe for Disposition of Former Guadalupe Redevelopment Agency Property (Royal Theater)

**8. CONSIDERATION OF CANDIDATES FOR LAFCO SPECIAL DISTRICT REPRESENTATIVE**

Recommended Action: Consider motion to select and cast vote for LAFCO Special District representative

**9. APPROVAL OF RECOMMENDATION FOR ELECTRONIC MEETING TECHNOLOGY**

Recommended Action: Consider motion to approve recommendation to purchase, install and implement equipment for electronic meeting participation

**10. APPROVAL OF UPDATED AGREEMENT WITH ALESHIRE & WYNDER FOR DISTRICT LEGAL SERVICES**

Recommended Action: Consider motion to approve updated agreement with Aleshire & Wynder for District Legal Services

**11. REPORTS AND INFORMATION**

**a. Report on Operations at Twitchell Dam** – Dam Tender Frazier

*The Board of Directors will hear an update from Dam Tender Frazier.*

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

*The Board of Directors will hear an update from the TOC, which oversees all operational aspects of Twitchell Dam. The TOC may recommend that the Board direct staff to prepare a Request for Proposals for professional services to evaluate dam road maintenance needs*

**c. Report from Horne**-Director Hadick

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

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

## **12. DIRECTOR & STAFF REPORTS**

### **a. Director Reports**

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

### **b. General Manager's Report**

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

### **c. District Counsel Report**

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

## **13. ADJOURN TO CLOSED SESSION**

### **a. CONFERENCE WITH LEGAL COUNSEL (Government Code 54956.9):**

*Potential undisclosed litigation*

### **b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code 54957):**

*Title: District Counsel*

## **14. REPORT OUT OF CLOSED SESSION**

## **15. NEXT MEETING: March 21, 2024**

## **16. 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 12, 2024**

**BY:**  
Jaamon Frazier  
Secretary

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



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## **SANTA MARIA VALLEY WATER CONSERVATION DISTRICT**

### **REGULAR MEETING MINUTES – January 18, 2024**

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

**CALL TO ORDER:** With a quorum present, the meeting was called to order at 6:30 PM.

**ROLL CALL:** Present were Directors Hadick, Mahoney, Adam, and Sharer. Also present were Keith Lemieux and Carol Thomas-Keefer (attending remotely).

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

**PUBLIC COMMENT:** None.

**ADDITIONS TO THE AGENDA:** None

**APPROVAL OF AGENDA:** On motion by Director Sharer, seconded by Director Mahoney, the agenda was approved as published. Motion carried: 4-0-0-3

**ADJOURN TO CLOSED SESSION:** 6:40 PM

**CONFERENCE WITH LEGAL COUNSEL; (Government Code 54956.9)**  
*Existing litigation: War Eagle v. SMVWCD*

**Report out of Closed Session:** 6:59 PM. District counsel reported out of closed session that a government claim had been received from MSL, and

the board voted unanimously to reject the claim and instruct staff to notify MSL.

## **FINANCIAL ACTION ITEMS AND REPORTS**

**Financial Reports:** It was motioned and seconded by Director Adam and Mahoney to receive and file report(s): motion carried 4-0-0-3

**Finance Committee/Treasurer Report:** No report

**CONSENT CALENDAR:** President Hadick noted that a correction should be made on the vote to receive and file the report from Horne to remove the reference to Director Conrad's abstention. It was motioned and seconded to approve the minutes from the December 12, 2023 Special Meeting and the December 21, 2023, Regular Meeting as corrected by Director Sharer and Adam: motion carried 4-0-0-3.

## **ACTION ITEMS**

- 1. Call in number for public to hear Regular Board Meetings:** Ms. Thomas-Keefer suggested that the Board consider offering meeting access through electronic means such as Zoom-type meetings and audio/video ability through a monitor and camera. Staff was directed to further explore electronic options for board meetings and return with a recommendation.
- 2. Board Member Key access for Twitchell Dam and Reservoir:** The Board discussed key access for directors but noted that proper training and instruction should be required. Staff was directed to prepare a draft policy addressing training, accountability and safety for directors and staff to have access to the dam.
- 3. Long Reach Excavator:** This item was deferred to the next meeting.
- 4. Office Container for Dam:** This item was deferred to the next meeting.
- 5. Office of Vice President:** Director Sharer nominated Directory Mahoney to serve as Vice President, but Director Mahoney declined the

nomination. On motion by Director Adam and seconded by Director Mahoney, Director Sharer was elected to serve as Vice President. Motion carried 4-0-0-3.

**6. Employee Handbook:** This item was deferred to the next meeting.

**7. Joint Funding Agreement:** This item was deferred to the next meeting.

## **REPORTS AND INFORMATION**

**Report on Operations at Twitchell Dam-** no report.

**Twitchell Operations Committee (TOC):** President Hadick presented the report. Staff was directed to prepare a draft Request for Proposals for aerial surveying for consideration at a future meeting.

**Personnel Committee:** Ms. Thomas-Keefer reported that she had reviewed the draft Employee Handbook and had various comments and proposed edits. President Hadick requested that she provide her comments to the Personnel Committee members for review.

**Report from Horne:** The Board received a report. It was motioned and seconded by Director Sharer and Adam to receive and file reports(s): motion carried 4-0-0-3.

## **DIRECTOR AND STAFF REPORTS**

**Director Reports:** President Hadick directed staff to add a General Manager's Report to the agendas.

**District Counsel Report:** Counsel Lemieux stated that he has revised his firm's outdated agreement with the District to reflect the new district counsel as well as current rates. This item will be presented for Board consideration next month.

**ADJOURNMENT:** It was moved and seconded by Director Sharer and Mahoney to adjourn at 9:02 PM.

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

Keith Hadick, President

Submitted by Carol Thomas-Keefer

Keith Hadick, President (Division 3)  
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## **SANTA MARIA VALLEY WATER CONSERVATION DISTRICT**

### **SPECIAL MEETING MINUTES – January 24, 2024**

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

**1. CALL TO ORDER:** With a quorum present, the meeting was called to order at 5:02 PM.

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

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

**2. PUBLIC COMMENT:** None

**3. ADDITIONS TO THE AGENDA:** None

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

**5. CONSIDER APPROVAL OF GATE CONTROLS MAINTENANCE:** Ms. Thomas-Keefer presented estimates for dam gate controls maintenance and upgrades totaling \$14,503.28. Following discussion, on motion by Director Conrad and seconded by Director Sharer, the Board accepted and approved the estimates and added a contingency to the amount, for a total approval of up to \$18,000.00, with a 25 percent deposit (\$2,275.75) to be provided to G Tech to purchase equipment. Motion carried: 5-0-0-2.

**6. APPROVAL OF JOINT FUNDING AGREEMENT WITH USGS FOR WATER RESOURCE INVESTIGATIONS:** President Hadick reported that the joint funding agreement between USGS and the district was presented for renewal for another year. The agreement allows USGS to produce and report a continuous record of discharge at streamflow gaging stations. The District cost share for Water Year 2023-24 is

\$35,800.00, an increase of just under \$1,000 from 2022-23. On motion by Director Mahoney and seconded by Director Adam, the joint funding agreement with USGS was approved. Motion carried: 5-0-0-2.

**7. ADJOURN TO CLOSED SESSION: 5:21 PM**

**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.***

**8. REPORT OUT OF CLOSED SESSION:** District counsel reported that no reportable action was taken in Closed Session.

**9. NEXT MEETING:** February 15, 2024

**10. ADJOURNMENT** - It was moved and seconded by Directors Sharer and Mahoney to adjourn at 6:53 PM.

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 12, 2024  
**RE:** Compensation Agreement with City of Guadalupe

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### **Background:**

The City of Guadalupe, which is the successor agency to the former Guadalupe Redevelopment Agency, is preparing to dispose of former Redevelopment Property (the Royal Theater and two adjacent vacant parcels). State law requires that the City, as successor agency, distribute any proceeds from the disposition of that property to the applicable taxing agencies, including the Santa Maria Valley Water Conservation District. The City has therefore provided a compensation agreement, in accordance with state law, to be signed by the taxing agencies entitling them to a share of the net operating income and/or net proceeds from the disposition of the property.

### **Fiscal Impact:**

The District will receive approximately 0.3784 percent of any disposition proceeds.

### **Recommendation:**

Staff recommends that the Board approve the Compensation Agreement with the City of Guadalupe for disposition of former Guadalupe Redevelopment Agency property (Royal Theater).

### **Attachments:**

- Letter to Taxing Agencies regarding Compensation Agreement
- Compensation Agreement (Royal Theater)



January 17, 2024

To the following "Taxing Entities" via email:

City of Guadalupe;  
County of Santa Barbara;  
Santa Maria Public Airport District;  
Guadalupe Cemetery District;  
Cachuma Resource Conservation District;  
Santa Maria Valley Water Conservation District;  
Guadalupe Union School District;  
Santa Maria Joint Union High School District;  
Allan Hancock Community College District; and  
Santa Barbara County Education Office.

Re: Compensation Agreement - Disposition of former Guadalupe Redevelopment Agency Property (Royal Theater)

Dear Taxing Entities:

Enclosed is a proposed Compensation Agreement for your review and execution. The Agreement has been approved by the Guadalupe City Council. Please obtain the appropriate authorized signature(s) and return the signature page to the City of Guadalupe ("City") for processing. A separate signature page has been enclosed for your use. Upon approval by all taxing entities, you will be furnished a fully conformed copy.

The former Redevelopment Agency of the City of Guadalupe ("Former RDA") was dissolved on February 1, 2012 after a California Supreme Court ruling upholding the dissolution of all California redevelopment agencies effected by Assembly Bill x1 26 (as amended to date, the "Dissolution Law"). The City of Guadalupe agreed to become the successor agency, and the Successor Agency to the Redevelopment Agency of the City of Guadalupe was formed by operation of law to serve as the successor agency to the Former RDA ("Successor Agency"). Title to all real property held by the Former RDA was transferred to the Successor Agency.

According to the Dissolution Law, the Successor Agency is required to dispose of all Former RDA property and, under certain sections thereof, distribute the proceeds to the applicable taxing entities. On August 22, 2013, the Oversight Board of the Successor Agency ("OB") and the Successor Agency approved a Long Range Property Management Plan ("LRPMP") which provided for the

*Administration Department:*  
Tel (805) 356.3891 Fax (805) 343.5512

918 Obispo Street P.O. Box 908, Guadalupe CA 93434

January 17, 2024

Page 2

transfer to the City of that certain real property located at 848 Guadalupe Street and 836 Guadalupe Street Guadalupe, California (APN No. 126-43-012, 115-101-011, and 115-113-001), (the "Property"). The transfer was approved pursuant to California Health and Safety Code ("HSC") section 34180(f), which requires that the City enter into a Compensation Agreement with the taxing entities requiring that any proceeds of the sale of the Property by the City be distributed to the taxing entities. The California Department of Finance ("DOF") approved the transfer on September 4, 2015. As a result, a "compensation agreement" as described in HSC section 34180(f) must be entered into between the City and the Taxing Entities.

The enclosed Compensation Agreement meets the requirement of the Dissolution Law. Accordingly, the Compensation Agreement states that the Taxing Entities are entitled to a share of the net operating income and/or net disposition proceeds when the Property is disposed of by the City.


Any questions should be directed to the City's special counsel:

Joy Otsuki  
Leibold, McClendon & Mann, PC  
[joy@cega.com](mailto:joy@cega.com)  
(949) 585-6304

Please review the attached and provide a signature at your earliest convenience.

Sincerely,

CITY OF GUADALUPE

By:   
Todd Bodem, City Administrator

Enclosure:

Compensation Agreement (Royal Theater)

**COMPENSATION AGREEMENT PURSUANT TO HEALTH AND  
SAFETY CODE SECTION 34180(f) FOR TRANSFER OF THE  
ROYAL THEATER PROPERTIES FOR FUTURE  
DEVELOPMENT ACTIVITY**

This Agreement, dated for reference purposes only as of July 26, 2018, is entered into by and among the following public agencies (all of which are sometimes referred to individually as a **“Party”** and collectively as the **“Parties”**):

City of Guadalupe (**“City”**);  
County of Santa Barbara (**“County”**);  
Santa Maria Public Airport District (**“Airport District”**);  
Guadalupe Cemetery District (**“Cemetery District”**);  
Cachuma Resource Conservation District (**“Resource Conservation District”**);  
Santa Maria Valley Water Conservation District (**“Water Conservation District”**);  
Guadalupe Union School District (**“Guadalupe USD”**);  
Santa Maria Joint Union High School District (**“Santa Maria JUHSD”**);  
Allan Hancock Community College District (**“Allan Hancock CCD”**); and  
Santa Barbara County Education Office (**“Office of Education”**).

The Parties to this Agreement (other than the City) are sometimes referred to individually as a **“Taxing Entity”** and collectively as the **“Taxing Entities.”**

**RECITALS**

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Guadalupe (**“Redevelopment Agency”**) was dissolved, and pursuant to Health and Safety Code Section 34173, the City serves as the successor agency to the dissolved Redevelopment Agency (the **“Successor Agency”**).

C. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (**“LRPMP”**) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

D. On February 26, 2015, the LRPMP was approved by OB Resolution No. 2015-02 of the Oversight Board to the Successor Agency (the **“Oversight Board”**).

E. On September 4, 2015, the State Department of Finance (**“DOF”**) approved the LRPMP.

F. For properties designated in the LRPMP to be transferred to the City for future development, Health and Safety Code Section Code 34180(f) requires execution of a compensation agreement among the City and the Taxing Entities providing for specified

proceeds of the City's subsequent disposition of the properties to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues.

G. The LRPMP provides that (1) certain property held by the Successor Agency (the Royal Theatre located at 848 Guadalupe Street, APN 115-101-001, and two adjacent vacant parcels located at 836 Guadalupe Street, APN 115-101-011 and APN 115-113-001) will be transferred to the City for future development pursuant to Health and Safety Code Section 34191.5, subdivisions (c)(2) and (c)(2)(A) (collectively the **"Property"**) and (2) the City will enter into a compensation agreement with the Taxing Entities pursuant to Health and Safety Code Section 34180(f). This Agreement constitutes such compensation agreement. The Property was transferred to the City on July 26, 2018.

H. The Property is designated as a historical building, is currently vacant and was red-tagged due to an electrical fire that occurred in 2011. The Property is not compliant with the Americans with Disabilities Act and requires seismic upgrades. On March 16, 2020, the City issued a Request for Proposals to renovate the Property for mixed use, possibly including performances, concerts, community gatherings, educational and job training courses, and other uses in accordance with the City's General Plan and applicable laws. No responses were received by the deadline of May 1, 2020. In order to alleviate the blight of an abandoned building, the City has commenced rehabilitation of the Property.

I. City and the Taxing Entities desire to enter into this Agreement to provide for the distribution of net proceeds upon (i) the interim use of the Property, if any, and (ii) the sale of the Property to a third party developer for future development.

J. The Parties further desire to enter into this Agreement to provide for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

**NOW, THEREFORE**, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) for Transfer of Royal Theater Properties For Future Development Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Santa Barbara County Auditor-Controller.

(e) "City" means the City of Guadalupe.

(f) “DDA” means, with respect to each Property, the disposition and development agreement between the City and a Developer for that Property.

(g) “Developer” means, with respect to each Property, the developer to which the City disposes of that Property pursuant to a DDA.

(h) “Disposition Proceeds” means, with respect to each Property, the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to the DDA, less the sum of the City’s actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City’s actual, reasonable costs for normal maintenance, management and insurance of the applicable Property from the date the Property was transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(2) the City’s actual costs of any rehabilitation, improvement to alleviate blight, and capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City’s actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Property to prepare the Property for disposition;

(4) the City’s actual, reasonable costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Property; plus

(5) any broker’s commissions payable by the City pursuant to the DDA for the Property.

(i) “Disposition Proceeds Receipt Date” means, with respect to each Property, the date on which the City receives the proceeds from the disposition of that Property to the Developer pursuant to the DDA.

(j) “Disposition Proceeds Statement” means, with respect to each Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(k) “DOF” means the California Department of Finance.

(l) “Effective Date” has the meaning given in Section 2.

(m) “ERAF” means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(n) “Fiscal Year” means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(o) “Former RDA” means the Redevelopment Agency of the City of Guadalupe.

(p) “Interim Municipal Use” means an interim use by the City of a Property, such as for a theater, community space, landscape features, parking lots available for community events, and other similar uses.

(q) “Interim Municipal Use Annual Operating Proceeds” means, for each Applicable Fiscal Year, the gross revenue actually received by the City from Interim Municipal Use of the Properties, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(r) “LRPMP” means the Long-Range Property Management Plan of the Successor Agency.

(s) “Operating Proceeds Statement” means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).

(t) “Oversight Board” means the Successor Agency’s oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(u) “Parties” means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. “Party” means one of the Parties individually.

(v) “Properties” mean collectively, the following three adjacent parcels of real property that are owned by the City and that are subject to the terms of this Agreement:

(1) “Property 1”: an approximately 7,200 square foot property located at 848 Guadalupe Street identified as APN 115-101-001;

(2) “Property 2”: property located at 836 Guadalupe Street identified as APN 115-101-011; and

(3) “Property 3”: property located at 836 Guadalupe Street identified as APN 115-113-001.

Each of the above Properties is referred to individually as a “Property”.

(w) “Redevelopment Dissolution Statutes” means collectively ABx1 26 enacted in June 2011, as amended to date.

(x) “Redevelopment Plan” means the Redevelopment Plan for the Guadalupe Redevelopment Project adopted by the City Council of the City by Ordinance No. 85-263 on December 19, 1985.

(y) “Successor Agency” means the Successor Agency to the Guadalupe Redevelopment Agency.

(z) “Taxing Entities” means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes:

City of Guadalupe (“**City**”);  
County of Santa Barbara (“**County**”);  
Santa Maria Public Airport District (“**Airport District**”);  
Guadalupe Cemetery District (“**Cemetery District**”);  
Cachuma Resource Conservation District (“**Resource Conservation District**”);  
Santa Maria Valley Water Conservation District (“**Water Conservation District**”);  
Guadalupe Union School District (“**Guadalupe USD**”);  
Santa Maria Joint Union High School District (“**Santa Maria JUHSD**”);  
Allan Hancock Community College District (“**Allan Hancock CCD**”); and  
Santa Barbara County Education Office (“**Office of Education**”).

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the City and direction by the City Council to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the “City Action”);

(b) Approval by the Oversight Board of the LRPMP for transfer of the Properties to the City for future development. The LRPMP was approved by the Oversight Board on February 26, 2015.

(c) Notification to DOF of the Oversight Board action and approval by DOF of the Oversight Board action approving the LRPMP. DOF notified the Oversight Board and Successor Agency of its approval of the LRPMP by letter dated September 4, 2015.

(d) Signature of this Agreement by each of the parties hereto. Promptly following the effectiveness of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the “Effective Date”).

Once effective, the terms and conditions of this Agreement shall apply retroactively to the date the Properties were transferred to the City by the Successor Agency.

Section 3. Signatories With Respect To Certain Funds.

(a) **City.** The City of Guadalupe administers the following funds, and in addition to entering into this Agreement for the City itself, the City is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0640 City of Guadalupe (12.8351938% of 22-23 Tax Base)
- Fund #0680 Guadalupe Lighting (3.8440946% of 22-23 Tax Base)

(b) **County.** The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0001 General (15.9892704% of 22-23 Tax Base)
- Fund #2280 Fire Protection District (0% of 22-23 Tax Base)
- Fund #2400 Flood Ctr/Water Conservation District (0.2155233% of 22-23 Tax Base)
- Fund #2460 Guadalupe Flood Zone Number 3 (0.8584783% of 22-23 Tax Base)
- Fund #2570 SM River Levee Maintenance Zone (0.1234373% of 22-23 Tax Base)
- Fund #3050 Water Agency (0.2684557% of 22-23 Tax Base)
- Fund #9802 Education Revenue Augmentation (ERAF) (11.9251073% of 22-23 Tax Base)

(c) **Airport District.** The Airport District administers the following special district and fund, and in addition to entering into this Agreement for the Airport District itself, the Airport District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3210 Santa Maria Public Airport Dst (0.9576147% of 22-23 Tax Base)

(d) **Cemetery District.** The Cemetery District administers the following special district and fund, and in addition to entering into this Agreement for the Cemetery District itself, the Cemetery District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3280 Guadalupe Cemetery District (1.9151936% of 22-23 Tax Base)

(e) **Resource Conservation District.** The Resource Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Resource Conservation District itself, the Resource Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #4500 Cachuma Resource Cons Dist (0.0022189% of 22-23 Tax Base)

(f) **Water Conservation District.** The Water Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Water Conservation District itself, the Water Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #5700 SM Vly Wtr Cons -General (0.3784720% of 22-23 Tax Base)

(g) **Guadalupe USD.** Guadalupe USD administers the following special district and fund, and in addition to entering into this Agreement for Guadalupe USD itself, Guadalupe USD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #6901 Guadalupe Union Sch Dist-Gen. (28.4494279% of 22-23 Tax Base)

(h) **Santa Maria JUHSD.** Santa Maria JUHSD administers the following special district and fund, and in addition to entering into this Agreement for Santa Maria JUHSD itself, Santa Maria JUHSD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #8301 SMJH District-General (15.3884393% of 22-23 Tax Base)

(i) **Allan Hancock CCD.** Allan Hancock CCD administers the following special district and fund, and in addition to entering into this Agreement for Allan Hancock CCD itself, Allan Hancock CCD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9410 Allan Hancock CC District-Gen (4.0807335% of 22-23 Tax Base)

(j) **Office of Education.** The Office of Education (i.e., the office of the Santa Barbara County Superintendent of Schools) administers the following special fund and in addition to entering into this Agreement for the Office of Education itself, the Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9801 County School Service (2.7683393% of 22-23 Tax Base)

Section 4. **Conveyance of Properties To City.** In consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6 (updated as to percentages for the year in which the distribution occurs), the Successor Agency did convey, and the City did accept, all of the interest in and to the Properties (subject to the special provisions regarding the conveyance of the Properties).

Section 5.     Disposition of Properties By City. Within a time frame determined by the City to yield a financially feasible and marketable development, the City shall use diligent good faith efforts to select a Developer for each Property or, for the Properties collectively, negotiate and obtain approval and execution of the DDA for the Property, and dispose of the Property to the Developer in accordance with the applicable DDA. City shall obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Property in accordance with the Redevelopment Plan. As required by Government Code Section 52201, the purchase price payable to the City for each Property under the applicable DDA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

By not later than the date of first published notice of the City Council public hearing for the applicable DDA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA.

Upon the execution of the DDA for the Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6.     Compensation To Taxing Entities Related To Disposition Proceeds.

(a)     Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to the Property, the City shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(b)     Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor- Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7.     Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which one or more of the Properties is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an “Applicable Fiscal Year”). Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Properties.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(c) Governmental, Public and Community Uses Permitted. The City may use the Property for any interim use permitted by applicable laws, and may permit the Taxing Entities to use the Property without charge. The City shall have no obligation to permit the Taxing Entities to use the Property for fee-generating uses, use by for-profit third parties, political or campaign-related uses, or any other use not related to the governmental purposes of the Taxing Entities. The City may permit fundraising uses supporting the governmental purposes of the Taxing Entities or the community in the City’s sole and absolute discretion. The Taxing Entities further acknowledge and agree that the City may use tax-exempt bond proceeds to renovate the Property and that such funding imposes restrictions on the use of the Property by private entities and/or for fee-generating purposes.

(d) Deed of Trust. At the time the Property was transferred to the City, the Property was subject to that certain Note Secured by Deed of Trust dated as of July 29, 2000 (the “**Loan**”), which was executed by the Redevelopment Agency in favor of Mr. Henry Garcia, Jr. and Ms. Olivia Garcia (Ms. Olivia Garcia having been paid in full, Mr. Henry Garcia Jr. is referred to herein as the “**Lender**”). The Loan is not subject to prepayment at the option of the City. At the time the Property was transferred to the City, the Loan was outstanding in the principal amount of \$10,515, accrued interest at 9%, and had remaining payments of principal and interest to maturity equal the cumulative amount of \$10,929.54 (from June 4, 2018 through final maturity of June 4, 2020). The Taxing Entities agree that the City shall be entitled to deduct payments made on the Loan in calculating Interim Municipal Use Annual Proceeds, if applicable, or Disposition Proceeds.

(e) Distributions to Cemetery District. The City and the Cemetery District entered into that certain Compensation Agreement (Guadalupe Cemetery District) dated as of October 1, 2018 (“2018 Agreement”), which provided that, in compensation for the Successor Agency’s transfer of the Property to the City, the Cemetery District accepted transfer of title to a “Winch Truck” (as defined in the 2018 Agreement). A copy of the 2018 Agreement is attached hereto as Exhibit B. The value of the Cemetery District’s share of compensation from the Property at that time was estimated to be \$1,768.15 (defined as the “Potential Compensation Amount” in the 2018 Agreement). Accordingly, the Parties hereto, including, without limitation, the City and the Cemetery District, agree that the Cemetery District shall not receive aggregate

Interim Municipal Use Annual Proceeds, if applicable, or Disposition Proceeds, unless, and only to the extent that, such proceeds exceed \$1,768.15.

(f) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement: Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon (i) the earlier to occur of twenty-five (25) years from the date set forth above, or (ii) the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(1) (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Rights of the City. The Parties acknowledge and agree that, pursuant to the LRPMP, the City is entitled to receive fee title to the Property from the Successor Agency at no cost pursuant to the LRPMP, at any time (as determined by the City and the Successor Agency), subject only to this Agreement. Except for the right to receive Disposition Proceeds (if any) pursuant to Section 6 and the right to receive Interim Municipal Use Annual Operating Proceeds (if any) pursuant to Section 7, the Parties hereby expressly acknowledge and agree as follows:

(b) The Taxing Entities (other than the City) shall have no right, title or interest in or to the Property, and

(c) The Taxing Entities (other than the City), shall have no consent or approval rights with respect to the use of the Property or any part thereof, the development of the Property, the sale, conveyance, or transfer of the Property or any part thereof, any encumbrance of any portion of the Property, or any other matters relating to the Property during or following the Term hereof, except to the extent such Taxing Entities have regulatory authority with respect to such matters pursuant to applicable laws, and

(d) The Taxing Entities shall have no right to receive any payment or other compensation in connection with a sale of the Property by the City, including any percentage or portion of the proceeds of such sale, except for such Taxing Entity's share of Disposition Proceeds as set forth in Section 6. In this regard, the Parties acknowledge and agree that the City may (but is not required to) spend money to renovate the Property in connection with any Interim Municipal Use and that such renovations, or other circumstances or market conditions, may increase the value of the Property. Such renovation costs, if any, may be deducted by the City in calculating Disposition Proceeds or Interim Municipal Use Annual Operating Proceeds, as applicable.

(e) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party at the address set forth on that Party's signature page. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section.

(f) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(g) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement and shall be responsible for its own legal fees and costs.

(h) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Santa Barbara County, California or in the Federal District Court for the Central District of California.

(i) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees and costs.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, except the 2018 Agreement (which remains in full force and

effect). This Agreement may be modified only in writing and only if signed by all of the Parties, except as otherwise provided below.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(l) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(m) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(n) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(o) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Taxing Entities Applicable Shares of Property Taxes

Exhibit B: Compensation Agreement (Guadalupe Cemetery District) dated as of October 1, 2018

(p) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(q) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Administrator or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Administrator determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the opening paragraph of this Agreement.

[signature pages S-1 through S-10 follow]

IN WITNESS WHEREOF, the City has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**CITY OF GUADALUPE**, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Address for Notices:

City of Guadalupe  
918 Obispo Street  
PO Box 918  
Guadalupe, CA 93434

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

The Water Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA VALLEY WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest by: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Address for Notices:

Santa Maria Valley Water Conservation District  
[insert address for notices]

*SIGNATURES CONTINUE ON FOLLOWING PAGES*

# EXHIBIT A

## ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

Below is the allocation percentages for FY 22-23 for proceeds of a sale of an asset:

		Calculate TRA Allocation Ratios 34188	
		A	B = A / Σ A
1	Fund Taxing Agency	Property Tax Increment Dollars from TRAs within RDA Boundaries FY 22-23	Ratio %
2	0001 General	446,761	15.9892704%
3	0640 City of Guadalupe	358,632	12.8351938%
4	0680 Guadalupe Lighting	107,409	3.8440946%
5	0685 Guadalupe Redevelopment Agency		
6	2280 Fire Protection Dist	0	0.0000000%
7	2400 Flood Ctrl/Wtr Cons Dst Mt	6,022	0.2155233%
8	2460 Guadalupe Flood Zone Number 3	23,987	0.8584783%
9	2570 SM River Levee Maint Zone	3,449	0.1234373%
0	3050 Water Agency	7,501	0.2684557%
1	3210 Santa Maria Public Airport Dst	26,757	0.9576147%
2	3280 Guadalupe Cemetery District	53,513	1.9151936%
3	4500 Cachuma Resource Cons Dist	62	0.0022189%
4	5700 SM Vly Wtr Cons - General	10,575	0.3784720%
5	6901 Guadalupe Union Sch Dist-Gen	794,914	28.4494279%
6	8301 SMJH District-General	429,973	15.3884393%
7	9410 Allan Hancock CC Dist-Gen	114,021	4.0807335%
8	9801 County School Service	77,351	2.7683393%
9	9802 Education Revenue Augmentation	333,203	11.9251073%
0		2,794,130	1.0000000%

EXHIBIT B  
2018 AGREEMENT  
(attached)

**COMPENSATION AGREEMENT**  
**(Guadalupe Cemetery District)**

This Compensation Agreement (this "**Agreement**"), dated for reference purposes only as of October 1, 2018, is entered into by and between the City of Guadalupe ("**City**") and the Guadalupe Cemetery District ("**Cemetery District**"). The City and Cemetery District are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012 (as amended from time to time, the "**Dissolution Act**"), the Redevelopment Agency of the City of Guadalupe ("**Redevelopment Agency**") was dissolved, and pursuant to Health & Safety Code Section 34173, the City serves as the successor agency to the dissolved Redevelopment Agency (the "**Successor Agency**").

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan ("**LRPMP**") that addresses disposition of the real property formerly owned by the Redevelopment Agency.

C. On February 26, 2015, the LRPMP was approved by OB Resolution No. 2015-02 of the Oversight Board to the Successor Agency.

D. On September 4, 2015, the State Department of Finance approved the LRPMP.

E. The LRPMP provides that (1) certain property held by the Successor Agency (the Royal Theatre located at 848 Guadalupe Street, APN 126-143-012, and two adjacent vacant parcels located at 836 Guadalupe Street, APN 115-101-011 and APN 115-113-001) (the "**Property**") will be transferred to the City for future development pursuant to Health and Safety Code Section 34191.5, subdivisions (c)(2) and (c)(2)(A) and (2) the City will enter into a compensation agreement with the affected taxing entities (the "**Taxing Entities**") pursuant to Health and Safety Code Section 34180(f). This Agreement constitutes the compensation agreement between the City and the Cemetery District required by the LRPMP.

F. The City obtained an appraisal of the fair market value of the Property, dated June 12, 2017, which determined that the fair market value of the Property is \$110,000. The City has offered to allow certain public entities that levy taxes within the Redevelopment Agency's redevelopment project area to use the Property or, if the City sells the Property, the City has offered to pay such taxing entities a portion of the value of the Property (reduced by the amount of a loan secured by the Property and estimated costs of selling the Property). The City estimates the Cemetery District's share of this payment, if and when paid, would have been \$1,768.15 (the "**Potential Compensation Amount**"). The Potential Compensation Amount is calculated based on the Cemetery District's 1.9351475% share of the 1.00% general property tax levy within the Redevelopment Agency's redevelopment project area, as reported by the County of Santa Barbara.

G. The Cemetery District wishes to acquire a winch truck currently owned by the City and described in more detail below, in exchange for the Cemetery District's agreement to forego any rights with respect to the Property (including the Potential Compensation Amount) that the Cemetery

District could claim under the Dissolution Act, including without limitation Health and Safety Code Sections 34180(f) and 34191.5(c).

H. The foregoing recitals are true and correct.

NOW THEREFORE, the Parties agree as follows.

**1. Conveyance of Winch Truck.** In consideration of the Cemetery District's agreements, acknowledgements, waivers and releases set forth in this Agreement, the City hereby agrees to transfer and convey, by bill of sale, all right, title and interest held by the City in that certain 1995 Ford winch truck, Plate Number 027096, Vehicle Identification Number 1FDHF38C6SEA53467 (the "Winch Truck"). The Winch Truck is currently owned by the City and has been declared to be surplus by the City. The City shall transfer title to the Winch Truck to the Cemetery District within ten (10) business days following the Cemetery District's execution of this Agreement.

**(a) "As Is" Condition.** The Cemetery District shall accept the Winch Truck in its "as is" condition, with all defects and faults, whether patent or latent, and shall release the City from any and all claims the Cemetery District may have otherwise had against the City in connection with, arising from, or caused by the condition of the Winch Truck. The Cemetery District acknowledges and agrees that it has been provide will adequate opportunities to inspect and test the Winch Truck. The City makes no representation to the Cemetery District with respect to the condition of the Winch Truck, the operations of the Winch Truck, or any other matters relating to the condition or usefulness of the Winch Truck for the Cemetery District's intended purposes.

**2. Rights of the City.** The Cemetery District acknowledges and agrees that, pursuant to the LRPMP, the City is entitled to receive fee title to the Property from the Successor Agency at no cost pursuant to the LRPMP, at any time (as determined by the City and the Successor Agency).

**3. Release, Waiver, Acknowledgement and Agreement by Cemetery District.** In consideration of the City's transfer of the Winch Truck to the Cemetery District, the Cemetery District hereby provides the express waivers, releases, acknowledgements and agreements set forth below:

**(a)** The Cemetery District shall have no right, title or interest in or to the Property.

**(b)** The Cemetery District shall have no consent or approval rights with respect to the use, development, sale, conveyance, or transfer of the Property or any part thereof, any encumbrance of any portion of the Property, or any other matters relating to the Property.

**(c)** The Cemetery District waives any and all right it may have otherwise had to receive the Potential Compensation Amount and shall receive no compensation in connection with the Property, including any percentage or portion of the proceeds of any sale of the Property, except as provided in Section 1 hereof.

**(d)** The Cemetery District acknowledges and agrees that the City may (but is not required to) spend money to renovate the Property and that such renovations, or other circumstances

or market conditions, may increase the value of the Property. Further, if the City sells or leases the Property to a governmental entity or a non-profit entity, the Property may no longer be subject to taxation during the term of ownership or use by such entity. The Cemetery District will receive no payment or other benefit as a result of any increase in the value of the Property from time to time, whether as a result of the activities of the City at the Property or otherwise, and shall have no right to contest or object to a sale or lease of the Property that might reduce the assessed value of the Property.

(e) Except as expressly set forth in this Agreement, the Cemetery District hereby waives any and all rights (as respects the City, Redevelopment Agency or Successor Agency) arising under Health and Safety Code Sections 34180(f) and 34191.5(c) or the LRPMP.

(f) In addition to the conveyance of the Property to the City, the LRPMP provides that certain property held by the Successor Agency (the City's water storage tank and water treatment facility located at 303 Obispo Street) will be transferred to the City for a governmental use, as permitted by Health and Safety Code Sections 34181(a) and 34191.5(c)(2) ("**Governmental Use Property**"), and that certain property held by the Successor Agency (the Former Lantern Hotel located 879 Guadalupe Street and the Former Al's Union located at 995 Guadalupe Street) will be sold by the Successor Agency, with the proceeds of sale to be distributed to the County Auditor-Controller for distribution to the taxing entities pursuant to Health and Safety Code Section 34191.5, subdivisions (c)(2) and (c)(2)(B) ("**Successor Agency Sale Property**"). Neither the Dissolution Act nor the LRPMP requires the City to pay compensation to any Taxing Entity with respect to the Governmental Use Property or the Successor Agency Sale Property. Accordingly, this Agreement does not address the conveyance or use of the Governmental Use Property or the Successor Agency Sale Property and does not provide for compensation to any Taxing Entity in connection with the conveyance or use of the Governmental Use Property or the Successor Agency Sale Property.

#### **4. Miscellaneous Provisions.**

(a) **Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses set forth below:

If to the City:

City of Guadalupe  
918 Obispo Street  
P O BOX 918  
Guadalupe, CA 93434

If to the Cemetery District:

Guadalupe Cemetery District  
4655 West Main Street  
Guadalupe, CA 93434  
Attention: Superintendent  
Tel: (858) 343-1415

Either Party may change its address for notices by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii)

nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

(b) **Headings; Interpretation.** The Section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

(c) **Action or Approval.** Whenever action and/or approval by City is required under this Agreement, the City Administrator or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Administrator determines in her sole discretion that such action or approval requires referral to City Council for consideration.

(d) **Entire Agreement.** This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

(e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(f) **Severability.** If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(g) **No Third Party Beneficiaries.** Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.

(h) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Santa Barbara County, California or in the Federal District Court for the Central District of California.

*[SIGNATURES APPEAR ON FOLLOWING PAGES.]*

IN WITNESS WHEREOF, the City and the Cemetery District have executed this Compensation Agreement by their authorized representatives.

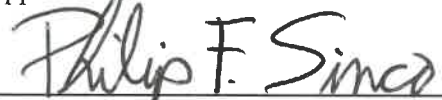
**CITY OF GUADALUPE**, a municipal corporation

By:   
John Lizalde, Mayor

Attest:

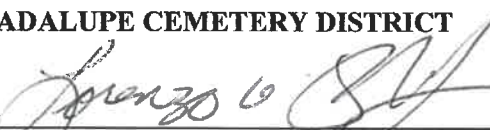
  
City Clerk

Approved as to form:

  
City Attorney

The Cemetery District has executed this Compensation Agreement by its authorized representative, as indicated below.

**GUADALUPE CEMETERY DISTRICT**

By: 

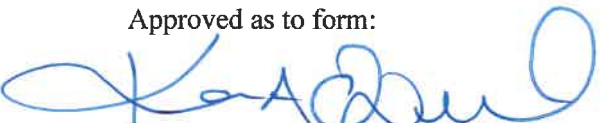
Name: LORENZO Q. PEREZ JR

Title: VICE PRESIDENT, Guadalupe Cemetery  
DISTRICT

Attest:

  
Cemetery District Secretary

Approved as to form:

  
Cemetery District Legal Counsel

# STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** February 12, 2024  
**RE:** Election of LAFCO Special District Representative

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## Background:

Local Agency Formation Commissions (LAFCOs) exist in nearly every County in California, with the purpose of overseeing the creation, expansion and alteration of local agencies within those counties. LAFCOs are usually comprised of at least two members of the county Board of Supervisors and two city council members, and may also include directors from local special districts as well as public representatives. The Local Agency Formation Commission (LAFCO) for Santa Barbara County includes two Special District representatives and is currently holding an election for one of those seats. As a special district within the County, Santa Maria Valley Water Conservation District is eligible to nominate and/or vote for candidates for this seat.

Three candidates are running for the Special District Representative seat: Craig Geyer (incumbent), Goleta West Sanitary District; Dorinne Johnson, Montecito Sanitary District; and Jorge Magana, Mission Hills Community Services District. The SMVWCD may cast a vote for any of these candidates; ballots must be returned to the LAFCO office by 5:00 p.m., Monday, February 19, 2024.

## Fiscal Impact:

None.

## Recommendation:

Staff recommends that the Board consider casting a vote for one of the three candidates running for the Santa Barbara LAFCO Special District Representative seat.

**Attachments:**

- LAFCO Special District Representative Ballot
- Candidate Nominations and Candidate Statement (Geyer)

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE  
**Submit No Later than 5:00 pm, Monday, February 19, 2024**

**OFFICIAL BALLOT No. 1**

Election of Regular Special District Member on Santa Barbara LAFCO  
Vote for one of the following **Regular Special District Member** nominees:

<input type="checkbox"/>	Craig Geyer, Incumbent – Goleta West Sanitary District
<input type="checkbox"/>	Jorge Magana – Mission Hills Community Services District
<input type="checkbox"/>	Dorinne Lee Johnson – Montecito Sanitary District

\_\_\_\_\_  
**Name of Independent Special District**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**Title (please check one)**

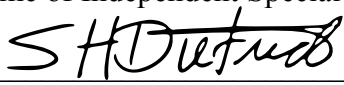
- ☐ Presiding Officer of the Special District Board
- ☐ Board member alternate designated by Special District Board to vote in this election. (Gov. Code sec. 56332(a).)

**Date:** \_\_\_\_\_

**Each returned ballot shall be signed by the presiding officer or his or her alternate as designated by the district governing body. (Gov. Code sec. 56332(a) & (c)(5).)**

The voting member should submit his or her ballot directly to LAFCO by hand or U.S. mail to Natasha Carbajal, Santa Barbara LAFCO, 105 East Anapamu Street, Room 407, Santa Barbara CA 93101, or via email to [lafco@sblafco.org](mailto:lafco@sblafco.org), or Fax to (805) 568-2249

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;"><b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b></p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to <a href="mailto:lafco@sblafco.org">lafco@sblafco.org</a></p>	<p style="text-align: center;">LAFCO STAFF USE</p> <p>Date Received: <u>1/3/24</u></p>
<b>Please print in ink or type</b>	
<p><b>POSITION SOUGHT:</b>                      Regular Special District Member</p>	
<p>NAME OF NOMINEE:    <u>Jorge Magana</u></p> <p>NOMINEE'S DISTRICT: <u>Mission Hills Community Service District</u></p> <p>MAILING ADDRESS:</p> <p><u>1550 Burton Mesa Blvd</u></p> <p><u>Lompoc, Ca 93436</u></p> <p>π Phone: Bus. <u>8057334366</u>      Cell: <u>8058951362</u></p>	
<p>SIGNATURE OF NOMINATOR:</p> <p style="text-align: center; color: blue; font-size: 1.2em;"><b>Mission Hills Community Services District</b></p> <p style="text-align: center;">Name of Independent Special District</p> <p style="text-align: center;"></p> <p style="text-align: center;">Signature</p> <p style="text-align: center; color: blue; font-size: 1.2em;"><b>Stephen H Dietrich</b></p> <p style="text-align: center;">Print Name</p> <p><b>Nominator Title (please check one)</b></p> <p><input checked="" type="checkbox"/>    Presiding Officer of the Special District Board</p> <p><input type="checkbox"/>    Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)</p> <p><b>Date:</b>                      <span style="color: blue; font-size: 1.2em;"><b>December 31, 2023</b></span></p>	

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Regular Special District Member: This information will be distributed to all independent special districts.

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

**NOMINATION FOR REGULAR SPECIAL  
DISTRICT MEMBER**

*Return to:* Executive Officer  
Santa Barbara LAFCO  
105 East Anapamu Street, Room 407  
Santa Barbara CA 93101  
or FAX to (805) 568-2249 or email to [lafco@sblafco.org](mailto:lafco@sblafco.org)

LAFCO STAFF USE

Date Received: 1/4/24

Please print in ink or type

POSITION SOUGHT:                      Regular Special District Member

NAME OF NOMINEE: DORINNE LEE JOHNSON

NOMINEE'S DISTRICT: MONTECITO SANITARY DISTRICT

MAILING ADDRESS:

1042 MONTE CRISTO LANE

SANTA BARBARA, CA 93108

Phone: Bus. 805-969-4200 . Cell: 310-850-8808

SIGNATURE OF NOMINATOR:

MONTECITO SANITARY DISTRICT  
Name of Independent Special District

Signature

Ellwood T. Barrett II.

Print Name

Nominator Title (please check one)

- ☒ Presiding Officer of the Special District Board
- ☐ Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)

Date: 1-4-2024

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Regular Special District Member: This information will be distributed to all independent special districts.

\*

PLEASE SEE ATTACHED

# Dorinne Lee Johnson

Current Position: Secretary, Montecito Sanitary District

Former Board President 2020-2022

Term: 2020-2024



Dorinne Lee Johnson is a 2nd-generation Asian American who grew up in Northern California and moved to Montecito in 2003. Dorinne has extensive experience with over 25 years in construction and fabrication technology. She had her own certified WBE, a “women-owned business enterprise” specializing in construction management, civil engineering, and environmental design. She earned her BFA degree from CCA in Environmental Design with an emphasis on Architectural Design and is a post-graduate alumnus of the Art Center College of Design in Pasadena, CA. Her award-winning projects and designs range from government to corporate facilities nationwide. A partial list of her past clients includes: Caltrans, Harris Engineering and Associates, Toyota Motor USA, Northrop Grumman, Chicago Merchandize Mart, and the University of Oregon.

Public service has been a large part of Dorinne’s career. She has a strong and dedicated commitment to Montecito and has helped her community by serving on the Montecito Association Board of Directors and as their Chair of the Land Use Committee, which reviewed major infrastructure projects throughout Montecito before and after the debris flow of 2018. She was appointed by former Santa Barbara County Supervisor, Salud Carbajal, to serve on the Santa Barbara County Historic Landmarks Commission (HLAC) in 2012 and the Montecito Board of Architectural Review (MBAR) in 2014. She was appointed by the (late) Senator Roberti to serve on the California State Public Procurement Committee and was appointed by the former State Treasurer, Matt Fong, to serve on the Caltrans Minority Advisory Board for the Architects and Engineers for the State of California.

Dorinne ran for and was elected to the Montecito Sanitary District Board in 2020 because she believes in protecting our ratepayers with honesty, clear communication, and transparency; she feels it is more crucial than ever to protect, preserve and enhance our semi-rural community and maximize our natural environment and resources for our future generations of Montecito.



# Montecito Sanitary District

1042 Monte Cristo Lane  
Santa Barbara, CA 93108

*A Public Service Agency*

PHONE: (805) 969-4200

[www.montsan.org](http://www.montsan.org)

[brahrer@montsan.org](mailto:brahrer@montsan.org)

January 4, 2024

Santa Barbara LAFCO  
105 East Anapamu Street, Room 407  
Santa Barbara, CA 93101

Via Email

To Whom It May Concern:

I heartily endorse Mrs. Johnson for the Regular Special District Member position for the Santa Barbara LAFCO Commission. She has years of experience with the Montecito Planning Commission and Land Use Committee. Mrs. Johnson works tirelessly for the community and logs countless hours in the evenings and weekends for the Montecito Sanitary District and other agencies. She is always fair in her judgements and procures huge amounts of data from her research to aid with her decisions.

Sincerely,

President  
Board of Directors



# Montecito Sanitary District

1042 Monte Cristo Lane  
Santa Barbara, CA 93108

*A Public Service Agency*

PHONE: (805) 969-4200

[www.montsan.org](http://www.montsan.org)

[brahrer@montsan.org](mailto:brahrer@montsan.org)

January 4, 2024

Santa Barbara LAFCO  
105 East Anapamu Street, Room 407  
Santa Barbara, CA 93101

Via Email

Dear Sir/Madam:

It gives me great pleasure to provide my highest recommendation for Director Dorinne Lee Johnson as a candidate for the LAFCO Regular Special District Member on the commission.

I have known and worked closely with Director Johnson for only the past year, however, I have learned that she is a dedicated and loyal public servant with the highest of integrity.

I worked most closely with Director Johnson in her capacity as the District's chair for the Joint Strategic Planning Committee with the Montecito Water District. This group worked closely together on behalf of the broader community to study and consider broad subjects such as water resources, recycling opportunities, new and emerging technologies, and consolidation. Director Johnson has also taken the time to personally introduce me to key leaders in the community continually since my hiring as general manager.

These experiences demonstrate Director Johnson's intellect, skills, and judgement in her interaction with others and I believe that Director Johnson is well-prepared to take on the new and exciting role of Special District Member on the LAFCO commission. Director Johnson's objective of contributing to the broader good of the region is clear and determined, and she possesses the natural team leadership ability, commitment, and passion that we all hope to see in our government leaders. Therefore, please know that Director Johnson has my **strongest possible** recommendation for Special District Member at LAFCO.

If I can provide any additional information, please do not hesitate to contact me via phone at (D) 805-695-4210 or via email at [jweigold@montsan.org](mailto:jweigold@montsan.org)

Sincerely,

General Manager

**SANTA BARBARA  
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;"><b>NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</b></p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to <a href="mailto:lafco@sblafco.org">lafco@sblafco.org</a></p>	<p style="text-align: center;">LAFCO STAFF USE</p> <p>Date Received: <u>12/21/23</u></p>
<b>Please print in ink or type</b>	
<p><b>POSITION SOUGHT:</b>                      Regular Special District Member</p>	
<p>NAME OF NOMINEE: <u>Craig Geyer</u></p> <p>NOMINEE'S DISTRICT: <u>Goleta West Sanitary District</u></p> <p>MAILING ADDRESS:</p> <p><u>6587 Camino Venturoso</u></p> <p><u>Goleta Ca. 93117</u></p> <p>π Phone: Bus. <u>                                </u>. Cell: <u>805-896-9889</u></p>	
<p><b>SIGNATURE OF NOMINATOR:</b></p> <p><u>Goleta West Sainitary District</u> Name of Independent Special District</p> <p style="text-align: center;"><u><i>Craig Geyer</i></u> Signature</p> <p><u>Craig Geyer</u> Print Name</p> <p><b>Nominator Title (please check one)</b></p> <p><input type="checkbox"/> Presiding Officer of the Special District Board</p> <p><input checked="" type="checkbox"/> Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)</p> <p><b>Date:</b> <u>                                </u></p>	

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Regular Special District Member: This information will be distributed to all independent special districts.

## **CRAIG GEYER**

Incumbent LAFCO Regular Commissioner

- \* Board Director----Goleta West Sanitary
- \*Special Districts Representative for;
- \*S.B. County Treasury Oversight Committee
- \* S.B. Countywide RDA Oversight Committee

**From:** [District Office](#)  
**To:** [Carol Thomas-Keefer](#); [District Office](#)  
**Cc:** [Keith Hadick](#)  
**Subject:** FW: LAFCO Election  
**Date:** Thursday, January 18, 2024 6:03:16 PM

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Should these be sent to all the Directors ?

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**From:** Craig Geyer <cg@css.sbcoxmail.com>  
**Sent:** Thursday, January 18, 2024 9:13 AM  
**To:** District Office <districtoffice@smvwcd.org>  
**Subject:** FW: LAFCO Election

Hi Again

Here is a copy of my candidate statement, will you please give a copy to each Board member at the meeting tonight.

Please verify you have received this email by return email. If you have another BOD meeting and the LAFCO vote is on the agenda, let me know and I will attend the meeting to meet the Board.

Thank You  
Craig Geyer

My name is Craig Geyer and I am seeking your District's vote for the LAFCO Regular member position.

I believe this election is about experience. I am the only candidate with that experience, I have served Special Districts as their LAFCO representative for the past twelve years. I have helped create LAFCO policies that benefit Special Districts and helped reshape the application process. I have pushed for financial cost recovery and accountability.

I serve as the Special Districts Representative on the County Treasury Oversight Committee, since '2010 and the County Redevelopment Oversight Committee, since '2017.

I am a graduate of the California Special Districts Assn. (CSDA) Leadership Academy and serve on the Executive Board of the local chapter of the CSDA, since 2008.

Respectfully

---

Craig Geyer

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**Subject: LAFCO Election EXPERIENCE**

Craig Geyer

INCUMBENT LAFCO Special Districts Regular Commissioner, since 2012

Experience:

Goleta West Sanitary District Board Director (since 2006)

S.B County Treasury Oversight Committee Member (since 2010)

S.B. County RDA Oversight Committee-Special District Representative Member (since 2017)

S.B. County CSDA Chapter Board Member (since 2008)

Ca. Special Districts, (CSDA), Leadership Academy Graduate

Craig Geyer

805-896-9889

## STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** February 12, 2024  
**RE:** Electronic Meeting Technology

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### **Background:**

At its regular meeting on December 21, 2023, the SMVWCD Board of Directors instructed staff to research and return with a recommendation for providing electronic access to district meetings.

Staff determined that a virtual meeting arrangement, including audio/video capabilities and the opportunity for staff, consultants and members of the public to participate remotely would provide the best meeting access. Staff also requested an estimate from the district's preferred IT consultant, Griesemer Technologies, or G Tech, for the necessary equipment, software and installation to implement electronic meeting capabilities in the district office. G Tech has submitted an estimate totaling \$4,202.33, including \$2,778.21 for the purchase of a 55-inch wall-mounted monitor and "Meeting Owl 3" audio/visual meeting equipment which could be connected to the district's existing desktop computer, and use of a Zoom subscription for virtual meetings. The proposal includes an optional but recommended enhancement to the Meeting Owl technology – the Owl Bar front room camera – for \$1,850. Installation, testing and training (labor) is proposed at \$1201.86 and would include operating instruction, if needed, for district personnel.

### **Fiscal Impact:**

The cost of up to \$4,202.33 for meeting equipment and installation is not specifically identified in the FY 2023-24 budget; however, sufficient funds are available within the Fixed Assets – Equipment (8300) line item.

**Recommendation:**

Staff recommends that the Board consider approval of the proposal from G Tech for purchase, installation and implementation of electronic meeting technology for district office.

**Attachments:**

- Meeting technology estimate from G Tech
- Information on Meeting Owl 3 and Owl Bar cameras

## Griesemer Technologies

1125 E Clark Ave, Ste A2  
Santa Maria, CA 93455 US  
805-979-9897  
Accounts@GTech.tech  
www.GTech.tech



## Estimate

ADDRESS	SHIP TO	ESTIMATE	1060
Santa Maria Water Conservation District	Santa Maria Water Conservation District	DATE	02/11/2024
PO BOX 364	PO BOX 364	EXPIRATION	03/11/2024
Santa Maria, CA 93456	Santa Maria, CA 93456	DATE	
United States	United States		

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sales - Parts/Materials Video Conferencing System: Owl 3 Camera 55" TV (QLED to resist image burn) connected to existing Desktop PC in Office Full Motion Wall Mount Cabling/Surge Protector, MISC Hardware, Cable Dressing Software: Zoom Pro (\$13.33/user/month, subscription not included, we will assist in purchase and configuration of software, only 1 license needed if board members are considered attendees and do not need individual accounts)	1	2,778.21	2,778.21T
	Sales - Parts/Materials Optional/Recommended: Owl 3 Front Room Camera for better sound and video, allows remote viewers a better experience. Includes Labor (\$1,850 + tax)	0	1,850.00	0.00T
	Sales Design/Install/Test	1	1,201.86	1,201.86

Deposit of \$1,000 required to begin work. Thank you!

SUBTOTAL	3,980.07
TAX	222.26
TOTAL	<b>\$4,202.33</b>

Accepted By

Accepted Date

# MEETING OWL 3

Meet the Meeting Owl® 3 device, our premium 360° camera, mic, and speaker that creates the most immersive meeting experience for hybrid teams.

## KEY BENEFITS

- See and hear everything with 360° in-room video and audio and the upgraded Owl Intelligence System (OIS™) that uses computer vision to automatically focus on whoever is speaking
- Eliminates friction with a plug and play meeting setup and start to support most video conferencing platforms including, including Zoom, Microsoft Teams and Google Meet
- WiFi-enabled to get smarter over time through continuous software innovations and feature launches to the Owl Intelligence System
- Connect to a second Meeting Owl through Owl Connect or to an Expansion Mic to support meetings in larger spaces
- Pairs with our [collaborative room solutions](#): the [Whiteboard Owl](#), the [Meeting HQ](#).

## DIFFERENTIATORS

- Meet faster: From unboxing to your first meeting in 6+ minutes
- Effortless updates: Gets smarter with OTA updates in 2 minutes flat
- Adaptable tech: Expands to spaces up to 28 ft with two Meeting Owls
- Better meetings: Quicker and smoother speaker transitions with speaker detection in 3 seconds or less

Learn More



## LOVED BY

100K+ organizations globally

2K+ schools, universities, and educational institutions

84 out of 100 of the Fortune 100

## HOOTS AND HOLLERS



reddot winner 2020

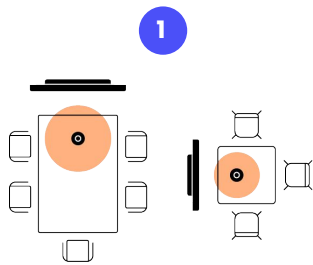


Meeting Owl experience

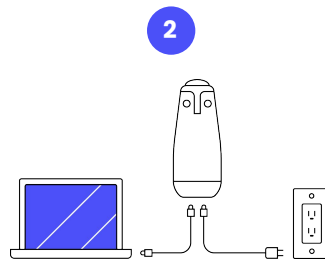


Typical front-of-room camera experience

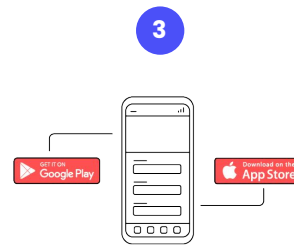
## Meeting room setup made simple



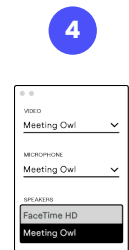
1  
Place your Owl on a table or desk.



2  
Plug in power. Connect USB-C to an in-room computer or laptop.



3  
Download the Meeting Owl App for desktop, mobile, or tablet and set up your Owl.



4  
In your video conferencing platform, choose Meeting Owl for audio and video.

### FEATURED IN

The New York Times

WIRED

FAST COMPANY

Forbes

INSIDER

WSJ

The Boston Globe

TC TechCrunch

USA TODAY

“

The Meeting Owl has completely transformed our ability to work well across our team and our organization.

— RORY SUTHERLAND,  
VICE CHAIRMAN, OGILVY

[READ CASE STUDY](#) ↗

[Learn More](#)

# Meeting Owl® 3 Specifications

MEETING OWL 3

OWL LABS®

Camera	Microphone	Speaker	Connection
<p>Single custom-designed 360° panoramic fisheye camera to eliminate image distortion</p> <p>Camera view shows optional 360° panoramic view of the room and face-to-face view that auto-focuses on whoever is speaking</p> <p>Output Resolution: 1080p HD <b>Video Pickup Radius:</b> 10' (3m) Field of View: 360°</p>	<p>8 omni-directional beamforming Smart Mics</p> <p>Smart Mics equalize speaker volume to amplify quiet voices</p> <p><b>Audio Pickup Radius:</b> 18' (5.5m)</p> <p>Ability to pair two Meeting Owls with <b>Owl Connect</b> to expand video and audio range by 8' (2.5m) in any direction</p>	<p>Three built-in speakers for 360° coverage and clear in-room sound</p> <p>Speaker Output Level: 80 db SPL</p>	<p>Plug and play connection to host computer via USB-C</p> <p>Option to connect to the <a href="#">Meeting HQ</a> for one-touch meeting start (with adapter)</p> <p>Option to connect to the <a href="#">Whiteboard Owl</a> via Bluetooth</p> <p>Option to connect to the Expansion Mic via micro-HDMI</p>
Processing Power	Dimensions	Power Supply	Warranty
<p>Qualcomm® Snapdragon™ 605 processor</p>	<p><b>Dimensions:</b> 4.4" W x 4.4" D x 10.72" H (111mm W x 111mm D x 272mm H)</p> <p><b>Weight:</b> 2.61lb (1.2kg)</p>	<p><b>AC Input:</b> 100–240V</p> <p><b>Line cord:</b> Specific to region</p>	<p>2-year warranty (Option to extend warranty to 3 years with <a href="#">Owl Care</a>)</p>

## USAGE

Software	Compatibility	Management	Security
<p>AI-powered Owl Intelligence System™ to intelligently focus on whoever is speaking</p> <p>Intelligently autofocuses on the active speaker using vision, voice, and motion</p> <p>Options for presenter enhancement, digital whiteboarding capabilities, and different camera controls to customize your meeting experience</p> <p>Ability to pair two Meeting Owl 3s or Pros using Owl Connect to expand video and audio coverage in larger rooms</p>	<p>Plug and play connection to host computer via USB-C</p> <p>Works with Zoom, Microsoft Teams, Skype for Business, Slack, Webex, and many more</p> <p>Compatible with virtually all web-based <a href="#">video conferencing platforms</a></p> <p>Extend range by pairing with another Meeting Owl (Pro or 3) or add on Expansion Mic</p> <p>Works with the Meeting HQ* and the Whiteboard Owl</p>	<p><b>Meeting Owl App:</b></p> <ul style="list-style-type: none"> <li>Mobile: iOS and Android</li> <li>Tablet: iPad</li> <li>Desktop: Mac and Windows</li> </ul> <p>Required for first-time setup and adjusting settings during meetings</p> <p>The Nest: Manage your fleet of Owls through our web-based portal</p>	<p>Meeting Owl 3 does not record any video or audio content</p> <p>Video and audio are streamed to the host computer via USB-C connection</p> <p>Option to secure the Meeting Owl 3 with Lock Adapter</p> <p><a href="#">Full security and privacy details</a></p>

## SETUP

\*Adapter required

What's Included	Setup
<p>Meeting Owl 3</p> <p>Power adapter and line cord</p> <p>USB-C to USB-C cable</p> <p>Setup Guide</p> <p>Table Card + Owl holder</p>	<p><b>Placement:</b> 3' (1m) from the in-room TV or monitor and within 18' (5.5m) of in-room participants</p> <p><b>Setup Options:</b> Center of the table, tripod-mounted, or ceiling-mounted</p>



# OWL BAR

Our 4K video bar auto-focuses on the speaker to enable face-to-face hybrid collaboration.



Integrated 4-microphone array and high-fi speaker



Automatic focus on the speaker in split-screen view



4K wide-view lens



All-in-one device that pairs with the Meeting Owl or stands alone



Plug-and-play compatibility with all video conferencing platforms



Outfit any workspace with our endlessly flexible ecosystem

## A new point of view

The Owl Bar is our 4K front-of-room video bar that automatically focuses on the active speaker for more immersive hybrid collaboration. It's an all-in-one camera, speaker, and mic device that stands alone or wirelessly pairs with the center-of-room Meeting Owl to capture the room from all angles.

[Learn More](#)

IN ROOM  
EXPERIENCE

# Vivid and immersive hybrid meetings

The Owl Bar captures the full view of the room and automatically focuses on and switches between active speakers so remote participants can engage and participate in the discussion.



Wireless pairing with the Meeting Owl and Whiteboard Owl

REMOTE VIEW

4K video resolution

Intelligent speaker-framing and auto-focus

Meet our AI-powered 4K video bar

Learn More

# Owl Bar Specifications

OWL BAR

OWLLABS®

## OVERVIEW

General	Usage	Certifications & Compatibility
<p>Built-in components: 4 beamforming microphones, digital pan-tilt-zoom camera, 1 speaker, The Nest device management platform. Table stand/wall mounting included.</p> <p>Enclosure: All-in-one enclosure with integrated table stand/wall mount</p> <p>Device Management: The Nest</p> <p>Display Resolution: Up to 4K</p> <p>Processor: Qualcomm 8250</p>	<p>Owl Intelligence System™: Powered by the OIS™ using AI computer vision and movement and voice cues to automatically focus on active speakers</p> <p>Wireless Pairing: Wireless pairing with the Meeting Owl and the Whiteboard Owl supported</p> <p>Speaker Framing: Automatic digital PTZ to correctly frame in-room participants based on where they're seated</p> <p>Camera Switching: Intelligent camera switching between the Owl Bar and the Meeting Owl to show the best view of the room for remote participants</p>	<p>Device Pairing: Wirelessly pairs with one Meeting Owl (3 or Pro), or one Meeting Owl and one Whiteboard Owl, in the same meeting space</p> <p>VC Platforms: All web-based video conferencing platforms, including Zoom, Microsoft Teams, Google Meet, Slack, and others</p> <p>VC Certifications: Microsoft Teams and Zoom certifications coming by end of 2023</p> <p>USB Mode: Plug and Play to work with host or in-room computer</p>

## TECHNICAL SPECIFICATIONS

Camera	Speakers & Microphones	Interfaces & Power
<p>Resolution: 4K</p> <p>Camera: 30 MP</p> <p>Horizontal FOV: 114°</p> <p>Vertical FOV: 73°</p>	<p>Pickup Range: 18ft / 5.5m</p> <p>Beamforming Elements: 4 omnidirectional microphones</p> <p>Add-on Mics: Option to connect one Expansion Mic when paired with Meeting Owl 3</p> <p>Speakers: 1 high-fidelity speaker</p> <p>Audio Processing &amp; Noise Suppression: OIS</p> <p>Output: 82 dBSPL at 1m</p>	<p>HDMI Out (#): 2*</p> <p>HDMI In (#): 1*</p> <p>USB Type: USB 3.0: 1x Type C, 1x Type A</p> <p>Network: 10/100/1000 Ethernet; 2.4GHz and 5.0 GHz WiFi</p> <p><i>* Reserved for future use</i></p>

## MANAGEMENT

Setup & What's in the Box	Environmental	Security & Warranty
<p>What's in the box:</p> <ul style="list-style-type: none"><li>• Owl Bar</li><li>• USB cable</li><li>• Table / Wall Mount</li><li>• Mounting hardware</li><li>• Power supply</li><li>• DC Cable</li><li>• AC Cable</li><li>• User documentation</li></ul> <p>Mounting Options:</p> <ul style="list-style-type: none"><li>• Included mounting hardware enables tabletop setup or wall mounting</li><li>• Option to purchase Owl Bar TV Mount for hanging below in-room TV</li></ul>	<p>Operating Temperature: 32° to 95° F (0° to 35° C)</p> <p>Storage Temperature: -4° to 140° F (-20° to 60° C)</p> <p>Humidity: 10% to 90%</p> <p>Operating Voltage/Power: 19V</p>	<p>Secure Boot Processes enabled</p> <p>Communication Ports: Locked down; only allowed to communicate with secure protocols</p> <p><a href="#">Owl Labs security details</a></p> <p>Standard: 2-year limited hardware warranty included</p> <p>Owl Care: 3-year limited hardware warranty, white glove onboarding support, and one no-questions-asked device replacement</p>

# Santa Maria Valley Water Conservation District

**STAFF REPORT**

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**TO:** SMVWCD Board of Directors      **DATE:** February 7, 2024

**FROM:** Keith Lemieux, District Counsel

**SUBJECT:** Rate Increase on District Counsel Agreement with Aleshire & Wynder

## **DISCUSSION**

This staff report addresses necessary updates and clarifications regarding the legal services agreement with Aleshire & Wynder LLP (A&W), specifically focusing on attorney identification and rate corrections. Attached to this staff report is a redline and final version of a new legal services agreement reflecting the proposed changes set forth below.

### **Correct identification of Attorneys**

The current agreement identifies Ross Trindle as District Counsel. Mr. Trindle is no longer with the firm. The revised agreement eliminates the specific identification of attorneys.

### **Rate Correction and Adjustment**

It has come to our attention that there were inadvertent omissions in adjusting the legal service rates for the year 2023. Specifically, two scheduled increases were missed, as required by the existing legal services contract. Consequently, the current rate for legal services is not aligned with the contract rate.

Initially, the rate of \$240 was to be adjusted on January 1, 2023, based on the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), which was reported at 4.9%. This adjustment would have increased the rate to \$251.76. Following this, an additional \$20 was to be added on July 1, 2023, elevating the rate to \$271.76. Then, with the application of the December 2023 CPI-U increase of 3.5%, the rate should currently stand at \$281.27.

In addition, to align the rates with the escalated cost of providing high-quality legal services, A&W requests an increase to the blended transactional rate to \$285 per hour. This rate adjustment is proposed to take effect on March 1, 2024. Setting the rate at \$285 per hour serves as a necessary catch-up for the missed adjustments in 2023 and ensures that rates remain competitive and

reflective of the current market standards.

#### Litigation and Special Matters Services, Risk Management Litigation & Public Finance Matter Rates

For litigation matters, Risk Management Litigation, and Public Finance Matters, the rates are low compared to our other water district clients. We recommend adjusting these rates to A&W standard rates for Special District Non-Urban rates, which are \$305 Partner; \$265 Associates; \$180 Paralegal/Law Clerk. We also recommend these rates be effective March 1, 2024.

#### Fee Escalation

Finally, we recommend removing the fixed rate increases for some services and have proposed a simplified Agreement to reflect that the CPI based rate increases will apply to all rates and that there are no fixed fee increases.

#### Fiscal Impact

Since the District has not seen an effective rate increase for several years, cost savings from that period should offset increased rates for the next year so fiscal impact is anticipated to minimal.

#### **ACTION(S) REQUIRED BY THE BOARD**

The SMVWCD board should consider approval of the 2024 contract with Aleshire & Wynder effective March 1, 2024.

**CONTRACT SERVICES AGREEMENT FOR  
GENERAL COUNSEL LEGAL SERVICES –  
SANTA MARIA VALLEY WATER CONSERVATION DISTRICT**

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This CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“A&W”), and the SANTA MARIA VALLEY WATER CONSERVATION DISTRICT (“District”). The governing body of the District is the BOARD OF DIRECTORS (“Board”). This Agreement supercedes any prior Agreement for legal services between the parties.

**1. APPOINTMENT**

District hereby hires A&W to render the legal services as specified herein, under the direction of the Board. The Board shall designate an attorney from A&W to serve as District Counsel.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated District Counsel (or any successors to such person) without the Board’s prior approval.

**2. SCOPE OF WORK AND DUTIES**

A. A&W will provide representation to District in all of its general counsel and transactional legal matters except as otherwise designated hereby or by the Board. A&W will provide all other legal services as set forth herein and only as authorized by the Board.

B. District Counsel will keep District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. District Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner, and hereby agrees that all services performed shall be provided in a manner commensurate with competent professional standards. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the Board. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign any legal matter of District from or to A&W.

**3. DISTRICT DUTIES**

District agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent District desires services to be rendered on site, District, at District’s expense, will make available sufficient office space, furniture, telephones,

computers, facsimile machines, and secretarial support, as approved by the Board as may be necessary therefor. District further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses as provided herein.

#### **4. PERSONNEL**

A&W employees attorneys and staff who are qualified and have the expertise to render legal services hereunder, as may be required from time to time. The Board appointed District Counsel retains the right and authority to select additional attorneys and staff in rendering legal services hereunder.

Assignments may be modified as provided in Section 2 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) and staff it determines to be best suited to its rendering of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

#### **5. COMPENSATION**

A&W's fees for general counsel and transactional services will be charged on an hourly rate basis. All legal services authorized by the District shall be charged on an hourly basis for all time actually expended, as set forth in the compensation schedules shown in Exhibit "A" attached hereto and incorporated herein by this reference. The rates in Exhibit A would come into effect on March 1, 2024 and will remain in effect through December 31, 2024, except as otherwise stated. Travel time is billed, but where possible, fees and costs will be split on a pro-rata basis with other clients to reduce overall fees and costs between clients.

#### **6. COSTS AND OTHER CHARGES**

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by District. These costs and expenses are described in more detail in Exhibit "B". District agrees to reimburse A&W for these costs and expenses in addition to the fees for legal services. Reimbursable costs shall not include any overhead nor administrative charge by A&W, except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required. District will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of District. A&W will select any investigators, consultants, or experts to be hired.

The cost and expenses referred to herein include certain travel expenses, transportation, meals, and lodging; when incurred on behalf of the client. Generally, these will only be charged when outside of the area, and only with the prior agreement of District. Mileage calculations will be made from the office of the designated District Counsel.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the District as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the District for calls made from our office or other locations to the District.

## **7. STATEMENTS AND PAYMENT**

A&W shall render to District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s) if applicable, and a brief description of the work performed. Separate billing categories can be established to track costs associated with District funding categories or to track project costs, or such other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by District as set forth in Exhibit "A."

## **8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT**

The experience, knowledge, capability and reputation of A&W, its partners, attorneys, and employees, was a substantial inducement for District to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of District. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of District. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of District or amendment hereof.

## **9. INDEPENDENT CONTRACTOR**

A&W shall perform all legal services required under this Agreement as an independent contractor of District, and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

## **10. INSURANCE**

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

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and District against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the District in the course of carrying out the work or services contemplated in this Agreement.

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

(d) Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name District, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the District. Failure to do so is cause for termination.

## **11. INDEMNIFICATION**

A&W agrees to indemnify District, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of District, its officers, agents or employees.

## **12. NOTICES**

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, or a reputable overnight courier service, postage prepaid and addressed as follows:

DISTRICT: Santa Maria Valley Water Conservation District  
2255 S. Broadway, Suite 8E  
Santa Maria, CA 93454  
Attention: Board President

ATTORNEY: Aleshire & Wynder, LLP  
2659 Townsgate Road, Suite 226  
Westlake Village, CA 92361  
Attention: Keith Lemieux  
Klemieux@awattorneys.com

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same into the custody of said Postal Service. Notice by overnight courier shall be deemed to have been given one (1) business day following the deposit of the same into the custody of the overnight courier. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

### **13. NON-DISCRIMINATION**

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, disability, sexual orientation, gender identity, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, marital status, color, sex, disability, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **14. TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. District may discharge A&W at any time, with or without notice, with no right to hearing or notice. A&W may withdraw from District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to District.

In the event of such discharge or withdrawal, District will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. District agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as District's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of District to District, or to counsel designated by District, and assist to the fullest extent possible in the orderly transition of all pending matters to District's counsel.

**15. CONFLICTS**

A&W has no present or contemplated employment which is adverse to the District. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the District, except as provided below. A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to District, and A&W reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside counsel.

**16. ATTORNEY FEES AND COSTS**

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.

**17. VENUE**

The venue of any action or claim brought by any party to this Agreement will be in Los Angeles County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

**18. INTEGRATED AGREEMENT; AMENDMENT**

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**19. CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the District.

**SIGNATURE PAGE**

Dated: \_\_\_\_\_, 2024

**SANTA MARIA VALLEY WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_

By: Keith Hadick

Its: Board President

ATTEST:

By: \_\_\_\_\_

By: Casey Conrad

Its: Treasurer

Dated: \_\_\_\_\_, 2024

**ALESHIRE & WYNDER, LLP**

By: \_\_\_\_\_

Keith Lemieux – Equity Partner

## **EXHIBIT A - FEE AGREEMENT**

### **A. GENERAL**

Included below are typical hourly rates for legal services, including services outside of general counsel and transactional services. Hourly rate services typically are billed based upon the type of work and the attorney performing the work. We bill in time increments of one-tenth (0.1) of an hour, which is about six (6) minutes. We bill for travel time. We also utilize separate billing accounts based upon the District's departments, litigation matters, development projects, construction projects, and other unique matters. The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged if applicable, and description of the work performed, including the personnel who performed the work.

The fee arrangement for general counsel and transactional services will remain valid through December 31, 2024. Thereafter the rates would be subject to adjustment as agreed to between the District and the Firm as set forth herein or as otherwise agreed to in writing. Where possible, fees and costs will be split on a pro-rata basis with other clients to reduce overall fees and costs between clients.

Our reimbursable expenses generally are as follows:

<b>REIMBURSABLE</b>	
In house photocopies and faxes	\$0.20 per page (copies)
Postage, Out-of-Pocket Expenses, Outsourced Reproduction	Billed at our cost with no mark up.
Travel Time Mileage	The current IRS mileage rate is the rate charged to the District.
Lodging/Meals	Actual lodging/meal expenses incurred, using typical business rates for the area
Subcontractors	Should the District request that the Firm retain subcontractors, such as appraisers or expert witnesses or consultants, such costs will be billed at our cost with no mark up.

## **EXHIBIT A - FEE AGREEMENT**

### **B. RATES\***

<b>PROPOSED RATES</b>	
<b>1. Advisory Services &amp; Transactional Services*:</b> Advisory Services are general counsel services such as communications with the District on general legal issues, upcoming agendas, and Committee and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.	<b>2024 (starting March 1, 2024):</b> \$281.27/hour  <b>Rates include all work by Partners, Of Counsel, Associates, Paralegals, and/or Law Clerks.</b>
<b>2. Litigation and Special Services:</b> Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services, as well as services that call for expenditures of time outside the normal and typical amounts of time spent on providing the District's services on a monthly basis.	<b>Partners &amp; Of Counsel: \$305</b> <b>Associates: \$265</b> <b>Paralegal: \$180</b> <b>Law Clerk: \$180</b> <b>Legal Assistant &amp; Clerical Support: \$0</b>
<b>3. Risk Management Litigation:</b> Litigation of tort claims against the District.	<b>Partners &amp; Of Counsel: \$305</b> <b>Associates: \$265</b> <b>Paralegal: \$180</b> <b>Law Clerk: \$180</b> <b>Legal Assistant &amp; Clerical Support: \$0</b>
<b>4. Public Finance Rates:</b> For public finance the fee structure shall be as follows: (i) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); and (ii) For land-based issues (e.g., CFDs and Assessment Districts), a minimum additional fee of \$15,000 payable from a developer's deposit shall apply for the formation of each district or improvement area.  In the event that multiple series of bonds, loans or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$7,500 may be charged if a tax opinion is required. At the discretion of the District, District can choose a non-contingent structure in lieu of the above schedule at the rate of \$410 per hour on a blended rate for all attorney time incurred, \$160 for paralegals, and \$100 for law clerks. Fees may be adjusted upon negotiation	

## **EXHIBIT A - FEE AGREEMENT**

with the District to the extent there are significant delays in the transaction or the transaction is extremely complex.

**Annual CPI Adjustment:** Commencing January 1, 2025, and continuing annually thereafter, all rates set forth above shall increase using the positive change in the CPI-U calculation for the Los Angeles-Long Beach-Anaheim region for the prior December-December period, as calculated by the federal Bureau of Labor Statistics.

\* Other rates may be subject to determination, such as where there is an opportunity to obtain cost recovery through a private party such as a developer.

**EXHIBIT B**  
**STATEMENT OF BILLING PRACTICES FOR LEGAL SERVICES**

The Firm's fees are charged on an hourly basis for all time actually expended. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. However, when rates are specified in the contract, these rates control.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and may include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, parking, and other local travel expenses, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, clerical, staff overtime, computer-assisted research fees, travel costs, including mileage at the current IRS rate per mile, airfare, lodging, meals, and incidentals, and other similar items including deposition, reporter fees, and transcript fees. In addition, the District will be responsible for paying the fees of consultants and other outside experts who are retained after consultation (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties unless special arrangements are made. Travel time may also be charged.

The monthly billing statements for fees and costs shall indicate the basis of the charge, including the hours worked, the billable rates charged if applicable, and description of the work performed. Costs and expenses will be recorded on a monthly basis but shall be due for payment on the same schedule for fees set in Exhibit A. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

All bills are expected to be paid timely; if additional time is required, District should contact District Counsel as soon as practicable to discuss and document any alternative payment arrangement.

It is expressly understood that the client may discharge Firm at any time. Firm may withdraw from representation at any time to the extent permitted under the Rules of Professional Conduct, upon reasonable notice to the client. In the event of such discharge or withdrawal, client shall pay Firm fees and costs in accordance with this agreement for all work done (and costs incurred) through the termination of Firm representation to Client. Upon such termination withdrawal, Firm shall deliver to client all of its files in this matter and any property in possession at Firm belonging to client.