

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



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

October 15, 2026 – 6:30 p.m.

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

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

<https://us06web.zoom.us/j/86584405870?pwd=UilmhXu28fREgvoo3ceYT9ZUqVn15v.1>

AGENDA

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. PUBLIC COMMENT

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

3. ADDITIONS TO/APPROVAL OF AGENDA

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

Recommended Action: Motion to approve Agenda as published.

4. 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 September 17, 2026
- b. **Approval of Minutes** – Special Meeting of September 17, 2026

5. APPROVAL OF AMENDED HEALTH BENEFITS MOU AND ADOPTION OF RESOLUTION 26-06 AUTHORIZING EXECUTION OF MOU AND PARTICIPATION IN SDRMA HEALTH BENEFITS PROGRAM

Recommended Action: Motion to approve amended MOU and adopt Resolution 26-06 authorizing participation in SDRMA Health Benefits program

6. CONSIDERATION OF 2026-27 JOINT FUNDING AGREEMENT WITH USGS FOR COOPERATIVE WATER RESOURCE PROGRAM

Recommended Action: Motion to approve 2027 Joint Funding Agreement with USGS for Cooperative Water Resource Program

7. REVIEW OF DRAFT UPDATED EMPLOYEE HANDBOOK

Recommended Action: Receive overview from staff and counsel, and defer comments and adoption to next meeting

8. CONSIDER APPROVAL OF ADDENDUM TO RPS AND RINCON CONSULTANTS CONTRACTS FOR KEYHOLE CLEANOUT PERMITTING

Recommended Action: Motion to approve addendum and additional scope to RPS and Rincon agreements for keyhole cleanout permitting

9. REPORTS AND INFORMATION

a. Report on Operations at Twitchell Dam

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

b. Twitchell Operations Committee (TOC) – Interim General Manager

The Board of Directors will hear an update from the TOC on operational aspects and maintenance activities at Twitchell Dam.

c. Engineering, Safety and Environmental Committee – Interim General Manager

The Board will hear a report on the status of engineering, safety and environmental projects.

d. Financial Committee -- Casey Conrad, Chair

i. Review of September Financial Reports by the District's CPA, Carrie Troup.

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

ii. Recommendation regarding Certificate of Deposit at Community Bank

Recommended Action: The committee will make a recommendation regarding the CD, which matures in November.

10. DIRECTOR & STAFF REPORTS

a. General Manager's Report

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

b. District Counsel Report

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

c. Director Reports

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

11. NEXT MEETING: November 19, 2026

12. ADJOURNMENT

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

POSTED/PUBLISHED: October 12, 2026

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



**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING MINUTES – September 17, 2026**
2255 S. Broadway, Ste. 8E, Santa Maria, California

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

a. Roll Call: Present were Directors Adam, Conrad, Mahoney and Sharer. Also present were Michael Miller; Carrie Troup, CPA; District Counsel Keith Lemieux; Interim General Manager Carol Thomas-Keefer, and Dam Tenders Eric Carr and Rogelio Alejandre.

b. Pledge of Allegiance: Vice President Sharer led the Pledge of Allegiance.

2. PUBLIC COMMENT: None

3. ADDITIONS TO/APPROVAL OF AGENDA: On motion by Director Adam and seconded by Director Mahoney, the agenda was approved as presented. Motion carried: 4-0-0-3.

4. CONSENT CALENDAR:

- a. Approval of Minutes – Regular Meeting of August 20, 2026
- b. Approval of Minutes – Special Meeting of August 20, 2026

Ms. Thomas-Keefer stated that the August 20 special meeting minutes were not provided and should be deferred to a future meeting. On motion by Director Mahoney and seconded by Director Adam, Item a only of the Consent Calendar was approved. Motion carried: 4-0-0-3.

5. CONSIDER APPROVAL OF SHAFT HOUSE LIGHTING/ELECTRICAL – ADDITIONAL WORK: Ms. Thomas-Keefer reported that the TOC had recently reviewed and authorized staff to move ahead with much-needed repair and replacement of shaft house lighting facilities. The original estimate was approximately \$34,800 and included replacement of all lighting and receptacles at the bottom of the shaft, up to 24 feet. She noted that, following receipt of the original proposal, the contractor was asked to provide an additional estimate to run conduit from the control room to the bottom of the shaft for future use and projects. The Committee determined that it would be more efficient and cost-effective to add the additional conduit now, while electrical work was already to be performed in that area.

The estimate for the additional conduit is \$9,936.06. Since the additional amount would bring the total project cost in excess of the General Manager's purchase authority, the TOC and staff are requesting board approval of the additional amount to add the extra conduit now, while technicians are onsite, for future projects. On motion by Director Adam and seconded by Director Conrad, the Board approved the estimate from PC Mechanical for \$9,936.06 for additional shaft house electrical work. Motion carried 4-0-0-3.

6. CONSIDER APPROVAL OF PROPOSAL FOR LIDAR SURVEY: Ms. Thomas-Keefer

reported that the District's ESE committee, working through consultant Numeric Solutions LLC, had obtained proposals for a new LiDAR survey to be performed by end of summer or early fall. The ESE Committee had reviewed the three proposals received and recommended that the District accept the proposal from LiDAR America, the consultant that had performed the District's 2024 survey, for an amount of \$112,284. Additionally, the committee recommended that the Board authorize a total budget of \$150,000 for additional work that the District may wish to request following completion of the survey and report. The additional \$37,716 would not be added to the LiDAR America contract and would only be an authorized amount should the District request additional work. Following a brief discussion, on motion made by Director Adam and seconded by Director Conrad, the Board approved the proposal from LiDAR America in the amount of \$112,284 with an additional budget amount of \$37,716 authorized should the District request additional work. Motion carried 4-0-0-3.

7. REPORTS AND INFORMATION

a. Report on Operations at Twitchell Dam: Dam Tender Alejandro reported that the reservoir is dry, with zero rainfall for the month and year to date. He also stated that the safety sign and chain was installed at the overflow inlet, and G-Tech would be checking the battery for the WiFi at the dam.

b. Twitchell Operations Committee (TOC): Ms. Thomas-Keefer reported that the TOC had met on August 27 and September 10. The committee reviewed a plan for monitoring supplemental releases at the August 27 meeting; at the September 10 meeting, the committee reviewed the lighting and electrical estimates and received updates on other maintenance activities, including the water system upgrades, hydraulic system work, and gate packing replacement.

c. Engineering, Safety and Environmental Committee: Ms. Thomas-Keefer reported that the committee met on August 25 to review the keyhole cleanout project status, discuss a timeline for road improvements, and review project construction estimates. Additionally, the committee heard recommendations for the permitting process and provided direction to the consultant. The committee also met on September 1 for additional project updates and to hear progress on LiDAR survey proposals.

d. Financial Committee: Ms. Troup reviewed the August financial statements and vendor payments. On motion by Director Mahoney and seconded by Director Adam, the August financial statements were received and filed. Motion carried 4-0-0-3. Vice President Sharer noted that the District's certificate of deposit with Community Bank would mature in November, so the committee would review and provide a recommendation at the next meeting.

8. DIRECTOR & STAFF REPORTS

a. General Manager's Report: Ms. Thomas-Keefer reported that she will request an ad hoc Personnel committee meeting soon for review of the updated draft Employee Handbook and other personnel-related matters. She also noted that she had just received an update on a potential cloud seeding project for the coming year and hoped to provide a recommendation and proposed cost-share at the October meeting.

b. District Counsel Report: Counse Lemieux reported that he would have updates on the War Eagle litigation and Cuyama adjudication in October.

c. Director Reports: None

9. NEXT REGULAR MEETING: October 15, 2026

10. ADJOURNMENT: The meeting was adjourned at 7:25 p.m.

Minutes approved on _____

Randy Sharer, Vice President

Submitted by Carol Thomas-Keefer

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



**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
September 17, 2026 – 6:00 p.m.**

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

1. CALL TO ORDER: With a quorum present, the meeting was called to order at 6:02 p.m.

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

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

2. PUBLIC COMMENT: None

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

4. ADJOURN TO CLOSED SESSION: 6:03 p.m.

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

5. REPORT OUT OF CLOSED SESSION: 6:25 p.m. –District Counsel Lemieux reported that no reportable action was taken in Closed Session.

6. ADJOURNMENT – The meeting was adjourned at 6:26 p.m.

Minutes approved on _____

Randy Sharer, Vice President
Submitted by Carol Thomas-Keefer

STAFF REPORT

TO: SMVWCD Board of Directors

FROM: Carol Thomas-Keefer, Interim General Manager

DATE: October 15, 2026

RE: Amended SDRMA Health Benefits Memorandum of Understanding and Resolution Authorizing Execution and Participation in Health Benefits Program

Background:

The District provides health benefits to its employees through its membership in the Special District Risk Management Authority (SDRMA) and participation in its Health Benefits Program. The District Board previously entered into a Memorandum of Understanding with SDRMA for participation in its Health Benefits Program. Earlier this year, the SDRMA Board approved amendments to its Health Benefits MOU. The amendments are generally administrative and are intended to better align it with its insurance pool MOU and with industry practice.

All SDRMA members participating in the Health Benefits Program must approve and execute the amended MOU by November 1, 2026. The approval of the MOU is confirmed through the proposed adoption of District Resolution 26-06 authorizing execution of the MOU and participation in the Health Benefits Program.

Counsel has reviewed and approved the documents; a redlined version of the MOU as well as a clean version is provided for reference.

Fiscal Impact:

No fiscal impact. Employee health benefits costs are already included in the District budget, and the MOU does not impact program cost.

Recommendation:

Staff recommends that the Board consider approval of the amended SDRMA Health Benefits MOU and adoption of Resolution 26-06 Authorizing Execution of the MOU and Participation in the Health Benefits Program.

Attachments:

- Amended SDRMA Health Benefits MOU
- Resolution 26-06 Authorizing Execution of the SDRMA MOU and Participation in its Health Benefits Program



July 27, 2026

Cynthia Rodriguez
Office Assistant
Santa Maria Valley Water Conservation District
Post Office Box 364
Santa Maria, California 93456

Amended SDRMA Health Benefits Memorandum of Understanding (MOU)

Dear Cynthia Rodriguez,

At the June 24, 2026, SDRMA Board Meeting, the SDRMA Board of Directors approved amendments to the SDRMA Health Benefits Memorandum of Understanding (MOU). The amendments were made to better align the MOU with our pool, Public Risk Innovation, Solutions and Management (PRISM) MOU and industry norms.

According to SDRMA records, your entity participates in SDRMA's Health Benefits program and previously executed a prior version of the Health Benefits Memorandum of Understanding (MOU) and Resolution. Per section 15 of the amended MOU, *AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.*

Your governing body must execute the enclosed MOU and Resolution and return the original wet signature or Docusign MOU and Resolution to SDRMA by **November 1, 2026**, to ensure your entity follows the above MOU guideline. If your entity does not return the MOU and Resolution to SDRMA by **November 1, 2026**, your entity will be deemed as withdrawn and benefits will be terminated effective **January 1, 2027**.

Program Administrative Guidelines are referenced throughout the MOU. The Administrative Guidelines can be found on the SDRMA MemberPlus Portal at www.sdrma.org. If you are not already registered on the MemberPlus Portal, please email us at healthbenefits@sdрма.org for instructions or simply click *MemberPlus Login* and *Register as a new user* from www.sdrma.org. Once you are registered and login,





the Administrative Guidelines can be found on the Health Benefits landing page with the link description of: *SDRMA Health Benefits Administrative Guidelines*.

If SDRMA has not received your entity's MOU and Resolution by October 1, 2026, we will send an email to your attention inquiring when the MOU and Resolution will be sent to SDRMA.

Please contact us at 800.537.7790 or at alittle@sdrma.org if you have any questions regarding the MOU and/or Resolution. Thank you for your continued participation of the SDRMA Health Benefits Program!

Sincerely,

Special District Risk Management Authority

A handwritten signature in blue ink that reads "Alana A. Little". The signature is fluid and cursive, with the first name "Alana" and last name "Little" clearly legible.

Alana Little
Health Benefits Manager

Enclosures: Memorandum of Understanding
Resolution
Redline version of Memorandum of Understanding
Return Address Envelope



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. **ENTRY INTO PROGRAM.** ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. **MAINTENANCE OF EFFORT.** Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
5. **PREMIUMS.** ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMs that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.

7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.

9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this

or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. **VENUE.** Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. **AMENDMENT OF MEMORANDUM; WAIVER.** This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. **EFFECTIVE DATE.** This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. **EXECUTION IN COUNTERPARTS.** This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Santa Maria Valley Water Conservation District

RESOLUTION NO. 26-06

**A RESOLUTION OF THE OF THE (GOVERNING BODY) OF Santa Maria Valley
Water Conservation District APPROVING THE FORM OF AND AUTHORIZING THE
EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING
PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S
HEALTH BENEFITS PROGRAM**

WHEREAS, Santa Maria Valley Water Conservation District, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 20____ by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

Title

ENTITY Secretary



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "PROGRAMprogram"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the PROGRAMprogram (the "COMMITTEEcommittee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the PROGRAMprogram, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be



completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

12. PURPOSE. ENTITY is signatory to this MEMORANDUM for the ~~express-sole~~ purpose of enrolling in the ~~Program~~PROGRAM.

23. ENTRY INTO PROGRAM. ENTITY shall ~~enroll~~ apply for participation in the ~~Program~~PROGRAM by ~~making application through executing~~ and all forms prescribed by SDRMA. ~~SDRMA shall submit the completed forms to which shall be subject to approval by the~~ the ~~Program~~PROGRAM's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's ~~and~~ governing documents and in accordance with ~~the Program's applicable~~ eligibility guidelines.

34. MAINTENANCE OF EFFORT. ~~Program~~ PROGRAM is designed to provide an alternative provides health benefits ~~solution~~ to all ~~participants active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation.~~ of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the ~~Program~~PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

45. PREMIUMS. ENTITY ~~understands agrees and acknowledges~~ that premiums and rates for the ~~Program~~ PROGRAM are set by the ~~COMMITTEE~~Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit ~~the total monthly premiums based upon rates established amount billed by SDRMA~~for each category of participants and the census of covered employees, public officials, dependents and retirees. ~~PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs.~~ Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.



~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.~~

~~Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.~~

- ~~56.~~ **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the ~~Program~~ **ROGRAM** and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to ~~Program~~ **ROGRAM** underwriter for approval.
- ~~6.~~ **COVERAGE DOCUMENTS.** ~~Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.~~
- ~~7.~~ **PROGRAM FUNDING.** ~~It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss~~

~~coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM wide basis as opposed to each year standing on its own.~~

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

98. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its

~~intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program~~PROGRAM, there is a 3-year waiting period to come back into the ~~Program~~PROGRAM, and the ENTITY will be subject to underwriting approval ~~again~~.

~~10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

~~11~~10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

~~12~~11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

~~13~~12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

~~14~~13. COMPLETE AGREEMENT. This MEMORANDUM together with the related ProgramPROGRAM ~~documents~~Documents constitutes the full and complete agreement of the ENTITY.

~~15~~14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

~~16~~15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the



~~right of either party thereafter to enforce each and every such provision may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any If ENTITY who fails or refuses to execute an amendment to this MEMORANDUM -by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate shall be deemed to have withdrawn this MEMORANDUM and ENTITY'S Program Participation Agreement from the PROGRAM effective as of on~~ the next annual renewal date.

1716. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

1817. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____ By: _____

Special District Risk
Management Authority

Dated: _____ By: _____

Agency-ENTITY Name

STAFF REPORT

TO: SMVWCD Board of Directors

FROM: Carol Thomas-Keefer, Interim General Manager

DATE: October 15, 2026

RE: Renewal of Joint Funding Agreement with USGS for Cooperative Water Resource Program

Background:

The U.S. Department of the Interior, U.S. Geological Survey (USGS), has provided the final costs for continuation of the cooperative water resources program for the period of October 1, 2026, through September 30, 2027. Through this agreement, USGS produces and reports a continuous record of discharge at two streamflow gaging stations (Sisquoc River near Garey, and Huasna Creek near Arroyo Grande). The SMVWCD portion of the program costs for the coming year is \$43,740 and the USGS contribution is fixed at \$14,600, for a combined total program cost of \$58,340.

Approval of the joint funding agreement will allow USGS's work to continue for another year. The District's cost share of the 2025-26 agreement was \$41,500, so the proposed 2026-27 program reflects an increase of about 5 percent to the District contribution.

Fiscal Impact:

The District has funded its portion of this program in the past, and a WY 2026-27 program contribution is included in the current year budget.

Recommendation:

Staff recommends that the Board consider approval of the joint funding agreement with USGS for the cooperative water resources program, with a District contribution of \$43,740.

Attachments:

- USGS correspondence re cooperative water resources program agreement renewal



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street
Sacramento, CA 95819

October 2, 2026

Casey Conrad
Treasurer
Santa Maria Valley Water Conservation District
P.O. Box 364
Santa Maria, CA 93456

Dear Casey Conrad:

Enclosed is our standard joint-funding agreement 27ZGJFA06000039 between the U.S. Geological Survey California Water Science Center and Santa Maria Valley Water Conservation District for negotiated deliverables (see attached), during the period October 1, 2026 through September 30, 2027 in the amount of \$43,740 from your agency. U.S. Geological Survey contributions for this agreement are \$14,600 for a combined total of \$58,340. If you are in agreement with this proposed program, please return the fully executed signed copy to CAGageADMIN@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Ben Glass at (805) 260-8135 or email brglass@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nayely Nieto-Reyes at nnieto-reyes@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Anke Mueller-Solger
Director, USGS California Water Science Center

Enclosure
Detailed Summary

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000820
Agreement #: 27ZGJFA06000039
Project #: ZG00GZV
TIN #: 77-0324200

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Santa Maria Valley Water Conservation District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$14,600 by the party of the first part during the period
October 1, 2026 to September 30, 2027
- (b) \$43,740 by the party of the second part during the period
October 1, 2026 to September 30, 2027
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000820
Agreement #: 27ZGJFA06000039
Project #: ZG00GZV
TIN #: 77-0324200

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Ben Glass
Supervisory Hydrologic Technician
Address: 1 Grand Ave Bldg 84 STE 1A Cal Poly
Technology Park II
San Luis Obispo, CA 93407
Telephone: (805) 260-8135
Fax: (805) 928-9220
Email: brglass@usgs.gov

Customer Technical Point of Contact

Name: Casey Conrad
Treasurer
Address: P.O. Box 364
Santa Maria, CA 93456
Telephone: (n/a)
Fax: (n/a)
Email: cconrad@smvwcd.org

USGS Billing Point of Contact

Name: Nayely Nieto-Reyes
Accounting Technician
Address: 4165 Spruance Road Suite 200
San Diego, CA 92101-0821
Telephone: (619) 225-6114
Fax: (n/a)
Email: nnieto-reyes@usgs.gov

Customer Billing Point of Contact

Name: Carol Thomas-Keefer
Interim General Manager
Address: P.O. Box 364
Santa Maria, CA 93456
Telephone: (650) 587-7300 Ext 17
Fax: (n/a)
Email: districtoffice@smvwcd.org

U.S. Geological Survey
United States
Department of Interior

Santa Maria Valley Water Conservation District

Signature

By _____ Date: _____

Name: Anke Mueller-Solger
Title: Director, USGS California Water Science
Center

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Santa Maria Valley Water Conservation District

Attachment for 27ZGJFA06000039
2026-10-01 to 2027-09-30

SURFACE WATER								
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
11137900	HUASNA R NR ARROYO GRANDE CA Full Range Streamflow Station	QCONT	1	1	\$7,300	\$21,870		
				SW Total:				\$29,170
11140000	SISQUOC R NR GAREY Full Range Streamflow Station	QCONT	1	1	\$7,300	\$21,870		
				SW Total:				\$29,170
SW Grand Total:					\$14,600	\$43,740		\$58,340

SUMMARY FOR				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)	\$14,600	\$43,740		\$58,340
GRAND TOTAL	\$14,600	\$43,740		\$58,340

STAFF REPORT

TO: SMVWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: October 15, 2026
RE: Updated Employee Handbook

Background:

As the District continues to build its staff, the adoption of an Employee Handbook to define District policies, benefits and expectations is essential to effective personnel management. Several years ago, the District prepared a draft Employee Handbook but did not finalize it. The Handbook was later reviewed and updated by counsel in 2024, and then again in 2026 to ensure compliance with applicable laws. Staff has also reviewed the draft Handbook and made various proposed edits to bring the District's administrative and human resource processes in line with prudent practices and current District organization.

The District's ad hoc Personnel Committee has reviewed the updated draft Employee Handbook and has recommended that the Board receive a summary of updates and revisions by legal counsel and staff. Board members should further review the Handbook and consider approval at the November meeting or as appropriate.

Fiscal Impact:

No fiscal impact.

Recommendation:

Staff recommends that the Board receive a review of the updated draft Employee Handbook from legal counsel and staff, take time for further review, and consider approval at the November meeting or as appropriate.

Attachments:

- Draft Employee Handbook, rev. 9-2026

Proposal to the **Santa Maria Valley Water Conservation District**
for

Programmatic Project Development

necessary for the

Twitchell Dam Watercourse Maintenance Permitting

ADDENDUM to PROPOSAL

June 23, 2025

Revised August 31, 2026



1.0 INTRODUCTION

This proposal outlines the professional services to be provided by Rural Planning Services (RPS) for development and permitting of the Twitchell Dam Proposed Maintenance Plan.

Background

RPS provided planning services for the Santa Maria Valley Water Conservation District to obtain the necessary emergency permitting for the emergency sediment removal project in 2010. RPS obtained an emergency permit from the US Army Corps of Engineers (USACE) in less than three weeks. We also successfully negotiated two time extensions of the permit to allow for additional time to solicit funding and complete the work through periods of inclement weather. RPS obtained and managed environmental monitors and accomplished all tasks required under budget.

Phase II of the permitting was to fully permit a long term maintenance plan with the USACE and undergo a Section 7 Consultation under the provisions of the federal Endangered Species Act to develop a 10-year Programmatic Maintenance Plan for the operations. Phase II, however, was not finalized due to budget constraints.

This proposal details planning services necessary for the role as the District's Contract Planner and involves Project Manager duties necessary for the development of a maintenance routine the next 20 years focusing on the key hole, stilling base area and downstream channel improvements. Since this time there is no Emergency Action applicable, the Plan would be required to undergo Section 404/401 permitting under an NWP 3A process and develop the necessary mitigations and requirements as required by the Clean Water Act and Porter Cologne Act.

Due to the nature of the project, there are several issues that are anticipated that would require the involvement of various state and federal agencies in their respective permitting processes. Issue areas are anticipated to be centered on biological, water quality, archaeological, and geologic resources. Due to the reestablishment of habitat associated with known endangered species in the area, a Section 7 or 10 Consultation would be part of the permit process.

~~Also be permitted is restoration work due to erosion at the spillway outlet. At this time, it does not appear the USACE would have jurisdiction at this site unless there is a direct connection to the Water of the United States. There is also a potential no grading permit would be required from the County as the lands do not appear to be within the County's jurisdiction. RPS will review any potential permitting thresholds that may be required and advise accordingly. It is recommended to keep this as a separate project to minimize review authorities. A separate proposal can be provided for that work once permitting requirements are identified.~~

This proposal will offer our best estimate of the probable timing and costs associated with overseeing the development of the project as Project Manager including coordinating the necessary materials for assessment, representation of the project to the various agencies responsible for review, preparation of the environmental document preparation for the project, negotiations for consultations and mitigation measure development, and eventual presentation to the District Board for adoption and Permit Issuance.

David Swenk, Principal Planner, along with support staff, has the ability to address the planning and environmental issues associated with the process of multi-agency permitting. RPS is well versed in environmental assessment and regulations pursuant to CEQA and NEPA¹.

having prepared multiple environmental documents to meet federal and state standards, and has the capability to successfully process the necessary approvals as the overall Project Manager. RPS has strong relationships with the federal and state agencies involved.

Approval Process/Agency Jurisdiction

The development proposed for the Maintenance Plan would be under the jurisdiction of the Santa Maria Valley Water Conservation District as lead agency for review and approval of the environmental review of the project. Various state and federal agencies also have authority over the project within their respected 404 and 401 permit authority.

Public Agencies and Utilities

The following Public Agencies are Responsible Agencies and require consideration and/or coordination with respect to this project. These agencies, per state and federal law, have the authority to review and provide recommendations to projects.

Federal Agencies	State Agencies	County Agencies
US Army Corps of Engineers 1325 J Street Sacramento, CA 95814	Regional Water Quality Board 895 Aerovista Place, Suite 101 San Luis Obispo, CA. 93401	Santa Barbara County Planning and Development Department 624 W. Foster Road Santa Maria, CA 93455
US Fish and Wildlife Service 2493 Portola Road Suite B Ventura, CA 93003	CA Department of Fish and Wildlife 4949 Viewridge Avenue San Diego, CA 92123	County of Santa Barbara Flood Control District 617 W. Foster Road Santa Maria, CA 93455
National Marine Fisheries Service 501 West Ocean Boulevard, Ste 4200 Long Beach, CA 90802		Santa Barbara County APCD 260 North San Antonio Road Santa Barbara, CA 93110
Bureau of Reclamation South-Central California Area Office 1243 N. Street Fresno CA 93727		

Project History

Emergency Sediment Removal Operations. In November 2010, the Santa Maria Valley Water Conservation District requested an emergency permit to authorize emergency work to restore essential function to Dam operations. Large sediment flows resulting from upstream fires in the Cuyama River drainage basin passed through the outlet works, partially blocking flows downstream of the Dam, prohibiting normal operation and releases from the Dam. The Santa Maria Valley Water Conservation District which operates the Dam had declared a state of Emergency as the Dam, its facilities, and downstream structures and property were at risk. The US Army Corps of Engineers issued Emergency Permit SPL 2010-00879-CLH to facilitate the sediment removal operations. Because the project was deemed an emergency, no environmental review was conducted and the District approved a Notice of Exemption based on emergency operations.

The goal of this emergency project was to restore the essential functions of the Dam to release reasonable minimum operation flows from Twitchell Reservoir to maintain downstream flood control protection in the upcoming rainy season. This was accomplished by removing the minimum amount of sediment necessary to restore no more than 500 CFS of flow, which corresponds to opening the 12' high gates only 6". Sediment removed was approximately 55,000 cy of material, stored and seeded in an identified stockpile area outside the jurisdictional area. Though this minimal flow would not be sufficient to maintain Dam operations to protect the downstream communities in a major storm event, it was a reasonable compromise which would

accommodate a large enough event for the upcoming season based on probability of occurrence.

In December 2010 and January 2011, approximately 55,000 cubic yards of sediment was removed, effectively reconstructing the channel to accommodate a 500 cfs release. The stilling basin, keyhole, and toe drain were also restored.

Permitting Process

Pursuant to Government Code §53090 and the Land Use Development Code Sec. 35.10.040, the Santa Maria Valley Water Conservation District qualifies as a Local Agency exempt from permit requirements from the County so no permitting is required from County agencies.

All permitting will be done concurrently, an application will be submitted to the USACE for a Section 404 permit, and a Section 401 Water Certification will be submitted to the RWQCB. It is also likely a 1600 SBA will have to be submitted to the CADFW. Initial consultations with the USACE will determine the level of environmental review required. Likewise the USACE will initiate the required federal ESA Section 7 Consultation with USFWS. When the current project was started it was anticipated the project could be permitted with an NWP 3A Section 404 permit that expedites the time frame for issuance, NEPA environmental review would be an Environmental Assessment (EA). Subsequently a Notice of Exemption would be CEQA compliant .

Since commencement of the project, additional tasks have been determined to be necessary as a result of preapplication coordination with the USACE. an NWP 3A process that expedites the timeframe for issuance. The USACE reviewed the project and, due to its scope and scale, recommended the standard Nationwide Permit process. Processing of an Individual Permit does require environmental review and additional tasks making the budget amendment necessary to complete. Likewise the CEQA compliant document was anticipated to be a Notice of Exemption. The budget has been revised and is underlined with the new tasks as indicated to develop a Mitigated Negative Declaration.

The environmental review will require the preparation of a CEQA compliant environmental document and coordination with the USACE to prepare a NEPA compliant document, presumably an Environmental Assessment (EA). It is anticipated the following areas will be assessed in the document:

- Air Quality – Prepare an CalEEMod analysis of NO_x emissions and vehicular pollutants to verify conformance with the regional attainment plan and federal/state greenhouse gas emission standards.
- Agricultural Resources – Potential impacts to downstream agricultural resources.
- Biological Resources – Review and assessment of the existing biological studies performed for the site including adherence to the federal and state Endangered Species Acts. Analysis of potential downstream impacts to aquatic habitat
- Cultural Resources - Review of the previous Phase I Archaeological Survey to disclose if any cultural resources are present.
- Geology and Soils – Description of soil types and disclosure if unstable areas are impacted. Disposition of material to be removed.
- Hazardous Materials/Risk of Upset – Description of potential hazards in sediments to be removed.
- Hydrology and Water Quality – Review of flooding impacts, stormwater design and adequacy of NPDES measures. Potential Impacts to the Cuyama River, downstream sedimentation and geomorphic changes to downstream conveyance for flow volumes.
- Transportation and Traffic – Preliminary review of construction related traffic and examination if vehicular trip levels triggers, CALTRANS involvement on Highway 166.
- Alternatives Analysis- An assessment of alternative lesser impact project designs

- compare with the project alternative
- Mitigation Monitoring Component- the required summation of mitigations and implementation measures

The document will be fully reviewed by the various Responsible Agencies and it is expected some level of negotiations will take place in order to finalize the document. Upon certification of the environmental document and approval of the project by the District Board, the document will be forwarded to the respective agencies for finalization of the associated permits.

2.0 SCOPE OF WORK –

Project Preparation/Processing

RPS will thoroughly review all consultant materials and investigate the site to determine if there may be any potential red flags that may complicate the approval process. During this time period, RPS will also initiate contacts with applicable federal and state agencies to begin consultations. During the project development stage coordination meetings with the project engineer will also be necessary to develop strategies for working with government agencies.

Project Manager

RPS would serve as project manager coordinating all facets of the project from development to approval.

- Assistance in project development coordinating team members to submit the highest quality exhibits, maps, and studies that will ensure timely and efficient review.
- Quality control to ensure information provided to agencies is accurate and in the Board's best interest.
- Lead Coordinator and management of environmental consultants.
- Preparation and/or coordination of applications, studies, exhibits, maps, environmental documents.
- Prepare a CEQA document pursuant to CEQA, presumably a Mitigated Negative Declaration (MND).
- Serve as Environmental Hearing Officer.
- Project Representative and advocate during permitting and public hearing process
- Manage and oversee coordination activities with other agencies.
- Lead efforts in procuring 401 and 404 permit processing.

Environmental Studies and Reports

Previous developments of the project had developed numerous studies and engineering designs. Typically, reports such as biological studies have three-year shelf lives which require to be reassessed. The environmental review and Section 7 Consultation will require updating and/or preparation of additional various studies and reports in order to assess environmental impacts. RPS will work with the project team to ensure all documents are thorough and address all public concerns in accordance with the provisions of CEQA and NEPA. Every attempt will be made to minimize time delays and costs.

The following reports and plans would be necessary in the preparation of the environmental document and consultations for permitting.

- Detailed Project Description
- Site Plan

- Grading/Engineering Plans
- Hydrologic Studies
- Stockpile Plan
- Restoration Plan
- Biological Study
- AB 52 Archaeological Update
- CalEEMod analysis
- Soils Report

It is conceivable the permitting agencies may require additional studies as part of the process.

Environmental Review/Project Approval

As the Lead Agency, the SMVWCD will be the agency that approves and the project and certifies the environmental document. The project cannot be issued the permits until the District approves the environmental document.

RPS can complete the following tasks necessary to develop the CEQA compliant environmental document.

- Prepare necessary background information
- Oversee development of all reports and studies, peer review and make amendments as necessary.
- Prepare the Initial Study including the CalEEMod analysis and agricultural viability analysis.
- Regularly meet with team and responsible agencies.
- Review administrative draft of document and conversion to an MND.

Upon completion of the Administrative draft MND, the following steps will be necessary:

- *Document Notification* – Required to distribute to property owners within 300 feet of the property. Documents will also be distributed to various state agencies through the State Clearinghouse and to federal responsible agencies.
- 45 day public comment period.
- *Environmental Hearing* – recommended provided for opportunities to comment on the adequacy of the document (held during public comment period).
- Response to Comments that are provided. Since the federal and starter agencies will comment on the document, they may pose certain mitigations to be added.
- Final document preparation.
- Conduct public hearing for approval of document and maintenance plan
- File Notice of Determination
- Submit to the necessary agencies for final review as part of permitting.

Section 404/401 Permitting

Section 404: RPS will develop the necessary application, support materials, and exhibits necessary for a Section 404 Permit Programmatic General Permit. By submitting this permit first, the USACE will claim jurisdiction and lead over the project for other agencies. The Clean Water Act requires an assessment by the USACE to do an environmental assessment (EA) to determine if there is a potential of environmental impact. The USACE may develop the EA/EIS or allow the applicant to develop. It is more advantageous for the applicant's team to develop the document as it is a relatively simple matter to change the formatting of the CEQA document to accommodate federal requirements. In any matter the applicant would be fully engaged in the development of the NEPA compliant environmental review as well as the permitting in total.

The USACE will run lead consulting with the USFWS which is called a Section 7 or 10 consultation. This is the most lengthy permit of the process as the USFWS will provide a Biologic Opinion Once the consultation is concluded the Service has up to 180 days to release a Biological Opinion.

Required by an Individual Permit, RPS will be required to prepare an Alternatives Analysis for the NEPA document which also has implications for the MND. The analysis will review conceptual lesser impact project examples including a no project alternative and determine if the project can be feasibly done at a smaller scale to accomplish the objectives.

Section 401: Similar to the 404 process, a 401 Water Quality Certification application will be submitted to the RWQCB. Both permits would run concurrently and it is common for the RWQCB to defer much of the processing to the USACE. The RWQCB typically consults with state agencies like the CADFW and other agencies similar to the USACE consulting state agencies. Due to this overlap there is the potential of mitigation having to be coordinated so as not to interfere with each level of jurisdiction.

Time Estimate

It is difficult to give a firm time line on these permits and their completion due to the many steps and so many agencies involved in the process. As to the preparation of the required environmental document, it is anticipated RPS can deliver a draft of the MND to the District for consideration within 90 days of initiation.

Past experiences indicate the permitting of the 404 may take a shorter time and is highly dependent on how long it takes the USFWS to deliver their Biological Opinion. For purposes of planning it would be estimated the process could be concluded within 6-9 months of submittal.

For the 401 Application, due to redundancies and tasks required to coordinate mitigation, it would be estimated the process could be concluded within 6-9 months of submittals.

3.0 ESTIMATE FOR SERVICES

The District has received adequate funding to complete tasks necessary for development of the project, necessary mitigations for conformance with local, state, and federal requirements and initiation of consultations with applicable agencies. This first estimate covers anticipated RPS services.

Project Development

RPS Tasks	Hours	Rate	Cost
Design Development		<u>\$220</u>	
• <u>Project Design/Management Plan</u>	<u>20</u>		<u>\$8200</u>
• <u>Review of existing documentation/Revision meetings</u>	<u>20</u>		<u>\$8200</u>
• <u>Plan Generation Coordination</u>	<u>10</u>		<u>\$2200</u>
• <u>Team Meetings</u>	<u>25</u>		<u>\$5500</u>
• <u>Site Visits</u>	<u>20</u>		<u>\$4400</u>
• <u>Site Assessment</u>	<u>20</u>		<u>\$4400</u>
		<u>TOTAL</u>	<u>\$32,900</u>

To date, the Design Development tasks have been completed as part of the original budget.

RPS Tasks	Hours	Rate	Cost
<u>Project Management</u>		<u>\$220</u>	
• <u>Documentation/Reporting</u>	<u>10</u>		
• <u>404/401 Applications Preparation & Submittal</u>	<u>40</u>		
• <u>Federal/State Agency Coordination</u>	<u>40</u>		
• <u>Env. Consultant Selection & Management</u>	<u>10</u>		
• <u>Site Visits/Meetings with Agencies</u>	<u>10</u>		
• <u>Reports Review</u>	<u>10</u>		
• <u>Coordination Management of Tasks</u>	<u>20</u>		
• <u>Preapplication Process</u>	<u>20</u>		
		<u>TOTAL</u>	<u>\$35,200</u>

To date, most of these have been completed with the exception of completion of formal application submittal pending receipt of consultant materials.

Project Approval & Permitting (Concurrent with Section 404/401 Permitting)

RPS Tasks	Hours	Rate	Cost
<u>Environmental Review</u>	<u>75</u>	<u>\$220</u>	<u>\$15000</u>
• <u>NEPA/CEQA Environmental Documents Preparation</u>			
• <u>Document analysis & review</u>			
• <u>Development of conditions & analysis</u>			
• <u>Env. Hearing representation</u>			
• <u>Formal response to comments</u>			
• <u>Clearinghouse/public noticing</u>			
<u>Report Generation</u>			
• <u>CalEEMod Analysis and Report</u>	<u>30</u>	<u>\$220</u>	<u>\$6000</u>
• <u>Agricultural Viability Report</u>	<u>15</u>	<u>\$220</u>	<u>\$3000</u>
• <u>Alternatives Analysis Coordination</u>	<u>20</u>	<u>\$220</u>	<u>\$4000</u>
<u>Public Hearings</u>	<u>20</u>	<u>\$220</u>	<u>\$4000.00</u>
• <u>Presentation Preparation</u>			
• <u>Representation at public hearing(s)</u>			
• <u>NOD Filing</u>			
<u>404/401 Processing & Completion</u>	<u>40</u>	<u>\$220</u>	<u>\$8,000</u>
		<u>TOTAL</u>	<u>\$40,000</u>
		<u>TOTAL</u>	<u>\$108,100</u>

The original estimate was \$69,100, the inclusion of additional tasks in the project management tasks for an Individual Permit process, materials required, and CEQA compliant MND and NEPA compliant EA resulted in an increase of the budget. The benefit, however, will be permits that can give the District up to a 20-year permit and significant flexibility should the plans change in maintenance.

The estimates provided are based on expected issues and complications. There is the potential of additional issues raised by the agencies that will be reviewing the project. Should agencies present complications to project approval additional costs would incur and you will be notified promptly. Our services are actually provided on a time and materials basis as outlined in our Authorization to Proceed Agreement. There is also the potential tasks will come under budget as the budget anticipates certain tasks that may not be required as the process moves forward. Hourly rate is based on the Principal Planner rate as detailed in our Billing Rates.

We look forward to working with you on this important project. We have extensive knowledge and background working with the District as we have been working closely with MNS Engineers on the various permitting issues that arose for the District over the years.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Swenk', with a stylized flourish at the end.

David Swenk
Principal Planner

September 25, 2026
Rincon Project No. 25-18286

Randy Sharer, Vice President
Santa Maria Valley Water Conservation District
2255 S. Broadway, Ste. 8E
Santa Maria, California 93458
Via email: rsharer@smvwcd.org

Subject: Scope and Budget Amendment Request to Provide Additional Regulatory Permitting Assistance for the Twitchell Reservoir Vegetation and Sediment Management Project in Santa Barbara County, California.

Dear Mr. Sharer:

Rincon Consultants, Inc. (Rincon) is pleased to submit this amendment request to continue assisting the Santa Maria Valley Water Conservation District (District) in obtaining permits for the removal of sediment and/or vegetation in the Twitchell Reservoir “key hole” and downstream channel. Based on recent discussions, we now anticipate the project will require a United States Army Corps of Engineers (USACE) Individual Permit (IP) in lieu of a Nationwide Permit and in addition to the previously anticipated State Water Resources Control Board (SWCRB)/Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC) and California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreement (LSAA). This revised permitting strategy will require the preparation of an Alternatives Analysis in accordance with Section 404(b)1 of the Clean Water Act (CWA). We also understand that we will provide support for the Biological and Cultural Resources sections of the California Environmental Quality Act (CEQA) document being prepared by Urban Planning, Inc. (UPC). Our additional proposed scope of work for permitting assistance is as follows.

Scope of Work

Task 6 Alternatives Analysis

Given that it has been determined that the project will result in the placement of permanent and temporary fill greater than 0.5 acre into waters of the U.S., an Individual Permit pursuant to Section 404 of the CWA is anticipated to be required. It is assumed that UPC will lead the preparation of a permit application for the USACE that will include the submittal of a completed Pre-Construction Notification (PCN) form which will include the following items at a minimum:

- Supplemental information package
- Project description
- Project location
- Description of existing conditions
- Proposed fill/dredge volume, construction activities, structures, and/or removal of vegetation within the respective agencies’ jurisdiction
- Potential impacts to federally listed species, including a summary of impacts on listed species



- Proposed measures to avoid and minimize impacts
- Supporting technical reports

The draft permit application will be submitted to the District for review and comment. Following District review, the permit application will be finalized and electronic copies in PDF and Word formats of the permit application will be delivered to the District. If still required by the RWQCB at the time of permit application submittal, it is assumed that UPC will coordinate a pre-filing meeting with the RWQCB and get the WQC application to a point of completeness before submitting a PCN to the USACE.

Due to the need for an Individual Permit from the USACE and WQC from the RWQCB, an alternatives analysis pursuant to CWA Section 404(b)(1) and the State Wetland Dredge and Fill Procedures is expected to be required with the USACE application. Rincon will prepare an alternatives analysis that follows the CWA 404(b)(1) Guidelines and includes the project purpose and need, alternatives screening methodology and criteria, evaluation of alternatives considered, least environmentally damaging practicable alternative (LEDPA) determination, and effects and degradation analysis. The alternatives screening will evaluate the alternatives to identify the LEDPA based on the project purpose; technical logistical, and financial feasibility; and avoidance and minimization of environmental impacts.

Task 7 CEQA Support

Rincon will provide CEQA support in the form of leading preparation of the Biological and Cultural Resources sections of the anticipated Initial Study – Mitigated Negative Declaration (IS-MND) that UPC will lead.

Biological Resources. Rincon will summarize the existing conditions and constraints identified within the Biological Resources Assessment prepared under the previously authorized Task 1. This section will include an evaluation of the potential biological resources that could be present in the project area and that could be adversely affected by the project. Where potential impacts are identified, recommended measures will be developed to avoid, minimize, and/or mitigate for identified impacts. Measures, and any monitoring strategies, will be developed based on Rincon's previous experience with projects in the region and regulatory agency requirements for similar projects, and will be of sufficient detail for use in the subsequent environmental review and regulatory permitting processes, including those with the RWQCB and/or CDFW.

Cultural Resources. Rincon will summarize the existing conditions and constraints identified within the Cultural Resources Assessment prepared under the previously authorized Task 3. The analysis will document the results of the cultural resources analyses, as well as provide management recommendations for cultural resources within or near the project area. Where potential impacts are identified, recommended measures will be developed to avoid, minimize, and/or mitigate for identified impacts. This section will also summarize the results of any tribal consultation that occurred under Assembly Bill (AB) 52.

Assumptions

- A complete Project Description, as well as a Purpose and Need statement, will be provided by the District and/or UPC.
- Alternatives formulation will largely occur in coordination with and input from the District, UPC, and Ashley & Vance Engineering.



- AB 52 consultation with California Native American tribes that are traditionally and culturally affiliated with the project location is not included in this scope of work but can be provided if requested for an additional fee.
- Rincon will address one round of consolidated comments on the Alternatives Analysis as well as one round of consolidated comments on the Biological and Cultural Resources sections of the CEQA document from the District, UPC, and/or Ashley & Vance Engineering to be provided in electronic, editable format. We assume that revisions based on comments will be minor and will not require substantive changes; we have allocated up to 24 hours of staff time to address comments.

Cost

As shown in Table 1 below, the cost for the above additional scope of work is a time and materials not-to-exceed budget of **\$48,060**.

Table 1 Cost Summary

Task		Estimated Cost
Task 6	Alternatives Analysis	\$29,148
Task 7	CEQA Support	\$18,912
Total		\$48,060

Thank you for your consideration and for this opportunity to continue to support your project. If you have any questions regarding this proposal, please contact Colby J. Boggs at 805-704-4955 or cboggs@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Colby J. Boggs
Principal Ecologist

Santa Maria Valley Water Conservation District
Profit & Loss Budget vs. Actual 26/27
July through September 2026

25% of the year has elapsed

Ordinary Income/Expense

Income

Charges for Services

4877 · Other Special Assessment	23,303.75	2,000,000.00	-1,976,696.25	1.17%
Total Charges for Services	23,303.75	2,000,000.00	-1,976,696.25	1.17%

Intergovernmental Revenue

4220 · Homeowners Prop Tax-Stat	209.39	1,500.00	-1,290.61	13.96%
4690 · Homeownrs Prop Tx/pymts in Lieu	0.00	200.00	-200.00	0.0%
Total Intergovernmental Revenue	209.39	1,700.00	-1,490.61	12.32%

Taxes

3011 - Property Tax-Unitary	3,525.39	3,640.00	-114.61	96.85%
3015 - PT Prior Yr Escapes Sec	246.93	1,560.00	-1,313.07	15.83%
3020 - Property Tax-Current Uns	113.13	31,500.00	-31,386.87	0.36%
3028 - RDA Pass-Through Payment	1,441.06	2,800.00	-1,358.94	51.47%
3010 · Property Tax-Current Sec	15,486.26	480,000.00	-464,513.74	3.23%
3023 · PT PY Corr/Escapes Unsec	55.74	535.00	-479.26	10.42%
3025 · Property Tax-Other Cnty	36,335.45	102,000.00	-65,664.55	35.62%
3029 · RDA RPTTF Distributions	3,547.99	11,300.00	-7,752.01	31.4%
3040 · Property Tax-Prior Secured	5.59			
3050 · Property Tax- Prior Unsecured	154.25	400.00	-245.75	38.56%
3054 · Supplemental Prop Tax	6,568.86	2,570.00	3,998.86	255.6%
3056 · Supplemental Prop- Prior	41.70	54.00	-12.30	77.22%
3057 · PT-506 INT,480 CLOS/CIC	3.09	33.00	-29.91	9.36%
Total Taxes	67,525.44	636,392.00	-568,866.56	10.61%

Use of Money and Property

3382-Interest Savings Acct	1.56	13,000.00	-12,998.44	0.01%
3380 · Interest Income	33,328.44	90,000.00	-56,671.56	37.03%
Total Use of Money and Property	33,330.00	103,000.00	-69,670.00	32.36%

Total Income	124,368.58	2,741,092.00	-2,616,723.42	4.54%
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Expense

1 · Salaries & Employee Benefits

6100 · Regular Salaries	43,074.20	225,000.00	-181,925.80	19.14%
6550 · FICA/Medicare	3,248.57	17,217.00	-13,968.43	18.87%
6600 · Health Insurance Contrib	14,477.46	45,000.00	-30,522.54	32.17%
6700 · Unemployment Ins Contrib	320.42	1,200.00	-879.58	26.7%
6900 · Workers Compensation	9,247.56	10,000.00	-752.44	92.48%
Total 1 · Salaries & Employee Benefits	70,368.21	298,417.00	-228,048.79	23.58%

Santa Maria Valley Water Conservation District
Profit & Loss Budget vs. Actual 26/27
July through September 2026

25% of the year has elapsed

	Jul - Sep 26	Budget	\$ Over Budget	% of Budget
2 · Services and Supplies				
7050 · Communications	4,054.52	10,000.00	-5,945.48	40.55%
7060 · Food	0.00	2,500.00	-2,500.00	0.0%
7090 · Insurance	26,271.82	25,000.00	1,271.82	105.09%
7110 · Directors Fees	4,500.00	30,000.00	-25,500.00	15.0%
7120 · Maintenance-Equipment	656.26	35,000.00	-34,343.74	1.88%
7121 · Operating Supplies	1,707.81	26,000.00	-24,292.19	6.57%
7200 · MTC-Struct/Impr & Ground	2,500.00	75,000.00	-72,500.00	3.33%
7324 · Audit Fees	1,000.00	10,000.00	-9,000.00	10.0%
7430 · Memberships	0.00	4,200.00	-4,200.00	0.0%
7450 · Office Expense	9,717.45	40,000.00	-30,282.55	24.29%
7460 · Professional & Spec Svcs	15,440.00	150,000.00	-134,560.00	10.29%
7506 · Administration Fees	1,261.50	7,400.00	-6,138.50	17.05%
7507 · ADP Fees	604.20	3,600.00	-2,995.80	16.78%
7508 · Legal Fees	280,500.55	250,000.00	30,500.55	112.2%
7509 · Other Expense - BOE	0.00	22,000.00	-22,000.00	0.0%
7510 · Contractual Services	75,260.30	150,000.00	-74,739.70	50.17%
7580 · Rents/Leases-Structure	4,200.00	17,000.00	-12,800.00	24.71%
7710 · Watershed Planning	0.00	45,000.00	-45,000.00	0.0%
7711 · Groundwater Planning	3,380.00	15,500.00	-12,120.00	21.81%
7731 · Gasoline, Oil, Fuel	5,317.29	20,000.00	-14,682.71	26.59%
7732 · Training & Travel	176.07	5,000.00	-4,823.93	3.52%
7760 · Utilities	2,345.06	8,000.00	-5,654.94	29.31%
Total 2 · Services and Supplies	438,892.83	951,200.00	-512,307.17	46.14%
3 · Fixed Assets				
8000 · Deferred Maintenance	119,217.87	500,000.00	-380,782.13	23.84%
8100 · Structures/Structure Imprvmnts	0.00	240,000.00	-240,000.00	0.0%
8200 · Land Improvements (Roads)	49,293.00	200,000.00	-150,707.00	24.65%
8300 · Equipment	0.00	85,000.00	-85,000.00	0.0%
8400 · Sediment Management	7,582.64	500,000.00	-492,417.36	1.52%
Total 3 · Fixed Assets	176,093.51	1,525,000.00	-1,348,906.49	11.55%
Total Expense	685,354.55	2,774,617.00	-2,089,262.45	24.7%
Net Ordinary Income	-560,985.97	-33,525.00	-527,460.97	1,673.34%
Other Income				
9999 · Operating Transfer In	0.00	33,525.00	-33,525.00	0.0%
Total Other Income	0.00	33,525.00	-33,525.00	0.0%
Net Other Income	0.00	33,525.00	-33,525.00	0.0%
Net Income	-560,985.97	0.00	-560,985.97	100.0%

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

Santa Maria Valley Water Conservation District

Cash Balances

As of September 30, 2026

Sep 30, 26

Checking/Savings

California Class	2,788,130.96
Comm Bank CD 2.75% Mat 11.06.26	503,853.65
Community Bank of SantaM2513	113,752.72
Community Bank of SM-Saving	12,506.49
Community Bank SM-Agency Fund	<u>100.00</u>
Total Checking/Savings	3,418,343.82

Santa Maria Valley Water Conservation District
Vendors
September 2026

	Type	Date	Num	Memo	Debit
ADT SECURITY SERVICES					
	Check	09/09/2026	8388	AUG 23-SEP 22, 2026	124.90
	Check	09/18/2026	8398	SEPTEMBER 2026	51.99
	Check	09/22/2026	8408	SEP 23-OCT 22, 2026	28.79
Total ADT SECURITY SERVICES					<u>205.68</u>
AGRX					
	Check	09/22/2026	8409	# 754543	12,578.00
Total AGRX					<u>12,578.00</u>
ALESHIRE & WYNDER LLP					
	Check	09/08/2026	8380	JULY 2026	118,331.99
	Check	09/22/2026	8412	AUG 2026	104,894.82
Total ALESHIRE & WYNDER LLP					<u>223,226.81</u>
ANDY ADAM					
	Check	09/08/2026	8372	AUG 2026	600.00
Total ANDY ADAM					<u>600.00</u>
ASHLEY & VANCE ENGINEERING , iNC.					
	Check	09/08/2026	8382	INV # 93890	8,102.50
Total ASHLEY & VANCE ENGINEERING , iNC.					<u>8,102.50</u>
CARRIE TROUP, CPA					
	Check	09/08/2026	8381	INV # 0826W	3,720.00
Total CARRIE TROUP, CPA					<u>3,720.00</u>
CASEY CONRAD					
	Check	09/08/2026	8373	AUG 2026	400.00
Total CASEY CONRAD					<u>400.00</u>

Santa Maria Valley Water Conservation District
Vendors
September 2026

	Type	Date	Num	Memo	Debit
CLASSIC SERVICES					
	Check	09/09/2026	8391	INV # 12300	644.31
Total CLASSIC SERVICES					644.31
COMCAST					
	Check	09/18/2026	8394	SERVICES AUG 22-SEP 21	106.30
Total COMCAST					106.30
EARTH SYSTEMS PACIFIC					
	Check	09/18/2026	8396	TWITCHELL DAM OUTFALL BASIN RESTORA	10,707.41
Total EARTH SYSTEMS PACIFIC					10,707.41
FRONTIER					
	Check	09/18/2026	8401	AUG 25-SEP 24-2026	301.39
Total FRONTIER					301.39
GERALD MAHONEY					
	Check	09/08/2026	8377	AUG 2026	500.00
Total GERALD MAHONEY					500.00
GTECH					
	Check	09/22/2026	8410	INV # 1490	4,557.18
Total GTECH					4,557.18
JB DEWAR					
	Check	09/22/2026	8414	80541CL INV 495451, 490756, 497383, 48159	4,143.57
	Check	09/28/2026	8416	80541CL INV 492291, 2726117, 2698319	316.04
Total JB DEWAR					4,459.61
JUAREZ ADAM & FARLEY LLP					

Santa Maria Valley Water Conservation District
Vendors
September 2026

	Type	Date	Num	Memo	Debit
	Check	09/09/2026	8387	INV # 12352	2,351.75
	Check	09/18/2026	8400	INV # 12488	3,893.48
Total JUAREZ ADAM & FARLEY LLP					<u>6,245.23</u>
KEITH HADICK					
	Check	09/08/2026	8374	AUG 2026	400.00
Total KEITH HADICK					<u>400.00</u>
LINDE GAS & EQUIPMENT INC.					
	Check	09/18/2026	8402	INV # 58586559	121.20
Total LINDE GAS & EQUIPMENT INC.					<u>121.20</u>
MOSS, LEVY & HARTZHEIM LLP					
	Check	09/18/2026	8393	INV # I-13148	1,000.00
Total MOSS, LEVY & HARTZHEIM LLP					<u>1,000.00</u>
PC MECHANICAL INC.					
	Check	09/22/2026	8413	INV # 34543	9,792.95
Total PC MECHANICAL INC.					<u>9,792.95</u>
PG&E					
	Check	09/18/2026	8395	2084099541-7 STMNT 8-20-2026	629.45
	Check	09/18/2026	8399	INV # 0008544073-3	44.43
	Check	09/22/2026	8406	INV # 0008554534-1	44.43
Total PG&E					<u>718.31</u>
RAMON ELIAS					
	Check	09/08/2026	8376	AUG 2026	400.00
Total RAMON ELIAS					<u>400.00</u>
RANDY SHARER					

Santa Maria Valley Water Conservation District

Vendors

September 2026

	Type	Date	Num	Memo	Debit
	Check	09/08/2026	8375	AUG 2026	300.00
Total RANDY SHARER					300.00
REGIONAL GOVERNMENT SERVICES					
	Check	09/08/2026	8378	INV # 21629 JULY 26 Services	12,020.22
	Check	09/08/2026	8383	INV # 21217 APRIL 26 Services	10,132.08
	Check	09/08/2026	8385	INV # 21390 MAY 26 Services	11,036.73
Total REGIONAL GOVERNMENT SERVICES					33,189.03
RINCON CONSULTANTS, INC.					
	Check	09/08/2026	8384	TWITCHELL DAM MAINTENANCE PROJECT	9,108.00
	Check	09/22/2026	8411	TWITCHELL DAM MAINTENANCE PROJECT	15,821.79
Total RINCON CONSULTANTS, INC.					24,929.79
RURAL PLANNING SERVICES INC.					
	Check	09/09/2026	8390	INVOICE #12871	4,830.00
	Check	09/09/2026	8390	INVOICE # 12872	1,035.00
	Check	09/22/2026	8407	INVOICE #12910	4,082.50
	Check	09/22/2026	8407	INVOICE #12911	3,105.00
Total RURAL PLANNING SERVICES INC.					13,052.50
SAN LUIS OBISPO COUNTY CLERK-RECORDER					
	Check	09/09/2026	8392	DIRECT CHARGE TRA'S	62.50
Total SAN LUIS OBISPO COUNTY CLERK-RECORDER					62.50
SPECIAL DISTRICT RISK MGMT AUTHORITY					
	Check	09/09/2026	8389	HEALTH BENEFITS SEP 2026-ERIC CARR	1,403.58
	Check	09/21/2026	8404	MEMBER 5198 #H49808	26,271.82
	Check	09/21/2026	8404	MEMBER 5198 #H49808	9,247.56
	Check	09/21/2026	8404	MEMBER 5198 #H49808	355.20
	Check	09/21/2026	8404	MEMBER 5198 #H49808	4,282.13

Santa Maria Valley Water Conservation District

Vendors

September 2026

	Type	Date	Num	Memo	Debit
	Check	09/21/2026	8404	MEMBER 5198 #H49808	1,347.26
	Check	09/22/2026	8405	HEALTH BENEFITS OCT 2026	4,282.13
Total SPECIAL DISTRICT RISK MGMT AUTHORITY					47,189.68
TEIXEIRA FARMS					
	Check	09/08/2026	8386	RENT OCT 2026	1,400.00
Total TEIXEIRA FARMS					1,400.00
U.S. GEOLOGICAL SURVEY					
	Check	09/22/2026	8415	BILL# 90207309	10,375.00
Total U.S. GEOLOGICAL SURVEY					10,375.00
UNITED RENTALS, INC.					
	Check	09/08/2026	8379	INV 265735844-001	470.00
Total UNITED RENTALS, INC.					470.00
US BANK					
	Check	09/18/2026	8403	USPS	32.80
	Check	09/18/2026	8403	MICROSOFT	81.90
	Check	09/18/2026	8403	MICROSOFT	26.26
	Check	09/18/2026	8403	MICROSOFT	26.26
	Check	09/18/2026	8403	MICROSOFT	81.90
	Check	09/18/2026	8403	HARRY'S PLAZA CAFE	176.07
	Check	09/18/2026	8403	WALMART	22.74
	Check	09/18/2026	8403	COSTCO	29.95
Total US BANK					477.88
VERIZON					
	Check	09/18/2026	8397	INV 6151771082	2,816.52
Total VERIZON					2,816.52