

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3745 Constellation Road • Vandenberg Village • Lompoc, CA 93436
Telephone: (805) 733-2475 • Fax: (805) 733-2109



"Pride in Community Service"

<http://vvcasd.org>
info@vvcasd.org

NOTICE: The Board of Directors of the Vandenberg Village Community Services District will meet at the District Office Conference Room, 3745 Constellation Road, Vandenberg Village, in compliance with [California Government Code § 54954](#).

Special Board Meeting

AGENDA

Friday, December 6, 2024

Noon

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ADMINISTER OATH OF OFFICE TO NEW DIRECTORS
3. ROLL CALL: Directors Garner, Gonzales, Heuring, Lamont, and Stassi
4. ADDITIONS AND DELETIONS TO AGENDA
5. PUBLIC FORUM

The Board will invite public comment on each action item as it is considered during the meeting.

At this time members of the public wishing to address the Board on other matters that are within the jurisdiction of the District may do so when recognized by the President. Please begin by stating your name and place of residence.

6. OPERATIONS REPORT
7. ADMINISTRATION REPORT
8. CONSENT CALENDAR

A. Minutes of the Regular Meeting on November 5, 2024 page 1

B. Treasurer Report

- (1) Pro-forma Financial Statements as of October 31, 2024.....
..... page 9
- (2) Disbursements through November 30, 2024..... page 21

9. ACTION ITEMS

- A. **Board Officers:** Elect President, Vice President, and Finance Officer; and discuss appointments to committees and external agencies.....
..... page 27
- B. **Water Leak:** Accept report from General Manager regarding emergency action taken to repair major water main leak and find that continued emergency action is not necessary page 29
- C. **Capital Improvement Plan:** Approve the revised Capital Improvement Plan page 35
- D. **Cost Share Agreement for SGMA WMA:** Ratify the Cost Share Agreement for SGMA WMA and authorize the Board President to sign page 39
- E. **Flume:** Approve the renewal agreement and the data sharing agreement with Flume Water and authorize the Board President to sign both..... page 45
- F. **Board Meeting Day and Time:** Discuss options for the regular meeting day and time page 71

10. REPORTS

- A. Committees
- B. District Representatives to External Agencies
- C. Board President
- D. General Manager

11. INFORMATIONAL CORRESPONDENCE

- A. **US Drought Monitor:** California, November 26, 2024..... page 75

- B. **VVCSD**: Water Pumped vs Sold, 12 months page 77
- C. **CSDA**: 2024 Bylaw Voting Receipt..... page 79
- D. **LAFCO**: Notice of Public Member and Alternate Public Member
Vacancy..... page 81

12. **DIRECTORS FORUM**: Any member of the Board may address the Board on any subject within the jurisdiction of the District.

13. **ADJOURN**

Notice Regarding Public Participation: For those who are unable to attend the meeting in person or electronically but who wish to provide public comment on matters that are within the jurisdiction of the District, please submit any comments and written materials to the District in person or via electronic mail at administration@vvcسد.org. All submittals should indicate the board meeting date and agenda item number. Materials received by the District during and before the meeting will become part of the minutes and will be made available to the public under the Public Records Act.

This agenda was posted on the District website at <https://vvcسد.org> and 3745 Constellation Road, Vandenberg Village, California and notice was delivered under Government Code § 54950 et seq. This Agenda contains a brief general description of each item to be considered. The Board reserves the right to change the order in which items are heard. The full board package with staff reports and other written documentation is available on the District’s website at <https://vvcسد.org>. If you need reasonable accommodation due to a disability, please contact the Board Secretary 24 hours before the meeting at (805) 733-2475.

Please silence cell phones during the meeting, as a courtesy to others.

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MINUTES Regular Meeting

November 5, 2024

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. by President Bumpass who led the Pledge of Allegiance.

2. ROLL CALL: Directors, Brooks, Bumpass, Gonzales, Heuring and Stassi

OTHERS PRESENT

General Manager Cynthia Allen, Operations & Maintenance Manager Jeff Cole, Financial Services Manager Patricia LeCavalier, and Board Member-Elect James Lamont.

3. ADDITIONS AND DELETIONS TO THE AGENDA: None

4. PUBLIC FORUM

President Bumpass invited public comments and there were none.

5. OPERATIONS REPORT

Operations and Maintenance Manager Cole reported the district pumped 39 million gallons in October with an average daily demand of 1.3 million gallons a day. This is four percent more than last October.

Vandenberg Village had 0" of rainfall in October. The calendar year total is currently at 15.97". The district's well levels for October were 1B-142', 3A-136', and 3B-136'.

In October the crew repaired a 6" mainline break, replaced two ¾" service lines, and replaced three 1" service lines. A 12" transmission main leak was found on October 10th. Mr. Cole is currently waiting for Cal Trans to issue an encroachment permit so the crew can make the repair.

Mr. Cole reported that the crew ran power and communication conduits to the backwash VFD and the outside valve boxes. The control panel for the new valves is expected to be delivered in November.

To conclude his report, Mr. Cole informed the board that installation of the updated SCADA system is scheduled for the week of December 2nd. There were no sewer overflows reported in October.

It was reported that Ben attended the American Backflow Prevention Association class at USC last week. Ben passed the class and is now our Certified Cross-Connection Specialist.

6. ADMINISTRATION REPORT

Financial Services Manager LeCavalier reported that the budgeted F150 pickup truck had been received and is currently having a custom light bar and toolboxes installed at Industrial Truck Bodies located in Santa Maria.

Ms. LeCavalier explained to the board that there are two payments made out to PG&E due to timing. The first bill is around \$60k and is not in line with our regular bills from PG&E. The meter for Well 1B, which has the highest usage, has been estimated by PG&E. Ms. LeCavalier has reached out to PG&E multiple times and has requested that they confirm the actual usage, time-of-use, and correct our billing.

Ms. LeCavalier also reported that in addition to the interest shown on page 21, LAIF and the Santa Barbara County Fund both reported positive fair market value adjustments for the first time in three years.

This shows the value of our investments if we had cashed out as of the quarter-end reporting date. The balances equal about \$10,000 for LAIF and \$5,000 for the SBC Fund. The quarterly adjustment increase totaled around \$75,000. The effect of these adjustments can be seen by the spike in the September column of the Non-Operating income charts on pages 13 and 17.

To conclude her report, Ms. LeCavalier reported that Brianna attended the CSDA Board Secretary Conference in San Diego in October.

7. CONSENT CALENDAR

A. Minutes of the Regular Meeting on October 1, 2024

B. Treasurer Report

1) Pro-forma Financial Statements as of September 30, 2024

2) Pro-forma Schedule of Investments as of September 30, 2024

3) Disbursements through October 31, 2024

Motion by Director Brooks, seconded by Director Stassi to accept the consent calendar as presented.

Ayes: Directors Brooks, Bumpass, Gonzales, Heuring, Stassi

Noes: None

Abstain: None

Absent: None

8. ACTION ITEM

A. Ordinance Revision

After a short discussion, the following motion was made.

Motion by Director Stassi, seconded by Director Gonzales to waive reading and adopt revisions to Code of Ordinances.

Roll call vote

**Ayes: Directors Brooks, Bumpass, Gonzales, Heuring,
Stassi**
Noes: None
Abstain: None
Absent: None

B. Investments

After some discussion among the staff and Directors, the following motion was made.

Motion by Director Bumpass, seconded by Director Stassi to remove all of our current funds from the Santa Barbara County Treasury and move to the California CLASS Fund.

**Ayes: Directors Brooks, Bumpass, Gonzales, Heuring,
Stassi**
Noes: None
Abstain: None
Absent: None

C. Capital Budget Amendment

After some discussion among the Directors and staff, the following motion was made.

Motion by Director Gonzales, seconded by Director Heuring to increase the water capital budget by \$8,750 and the wastewater capital budget by \$3,750 to perform a SCADA system radio study.

**Ayes: Directors Brooks, Bumpass, Gonzales, Heuring,
Stassi**
Noes: None
Abstain: None
Absent: None

D. Construction Standards

After much discussion, the following motion was made.

Motion by Director Stassi, seconded by Director Heuring to approve the revised water and wastewater construction standards.

Ayes: Directors Brooks, Bumpass, Gonzales, Heuring, Stassi

Noes: None

Abstain: None

Absent: None

E. CSDA Bylaws

Motion by Director Heuring, seconded by Director Bumpass to direct the General Manager to vote ‘yes’ to the CSDA bylaw revisions on behalf of the District.

After a short discussion, the following motion was made.

Ayes: Directors Brooks, Bumpass, Gonzales, Heuring, Stassi

Noes: None

Abstain: None

Absent: None

9. REPORTS

A. Committees

No Committees met.

B. District Representatives to External Agencies

Director Stassi shared that he and General Manager Allen attended the SBCCSDA Chapter Meeting on October 21st in Goleta. Michael Daly, the Chief Deputy Assessor & Registrar of Voters, was the guest speaker.

C. President

President Bumpass had no comments.

D. General Manager

General Manager Allen reported that she has completed the first draft of the Capital Improvement Plan update. A meeting date was set for Finance and Budget to meet with Dr. Allen next week to review the updates.

One of our temporary employees has compiled a list of around twenty engineering consultants for Dr. Allen to send out our RFP for projects discussed at a previous meeting. Dr. Allen is hoping to get responses in time for budget preparation.

Dr. Allen shared with the board that she has received the completed report from the Santa Barbara Botanical Garden regarding the bird's beak plant. This information was passed on to our consultant who is working on the mitigation plans. Dr. Allen went on to report that Lee Patton with JPIA visited the district on October 3rd. Mr. Patton had no concerns at all. Dr. Allen noted the E-Mod rate, or experience modification rate, shown on page 126 of Mr. Patton's report is under 1.0. This means we have no recent claims. The modification is our discount rate.

A letter of appreciation was sent to Alex Bumpass for his work in our community. Director Bumpass thanked members of the board and General Manager Allen for recognizing Alex.

General Manager Allen reported that we still have 26 Flume devices available to customers out of the 100 that were authorized by the board. We will be participating in a Black Friday/Cyber Monday sale where Flume devices will be \$50 after the rebate. Customers will be eligible for this rebate from November 23rd until December 2nd.

To conclude her report, General Manager Allen reminded the board that our December 3rd regular meeting will be canceled. We will meet at noon on December 6th. Three directors will be sworn in, and

new officers will be selected at that meeting. Director Stassi will be chairing the meeting until a new President is selected. Resolutions for Director Brooks and Director Bumpass will be adopted at the January 7th meeting.

10. INFORMATIONAL CORRESPONDENCE

A. U.S. Drought Monitor: California, October 29, 2024

B. Water Pumped vs Sold, 12 months

C. Letter of Appreciation: Alexander Curry-Bumpass, October 17, 2024

D. ACWA/JPIA: Risk Assessment Letter, Lee Patton, October 14, 2024

11. DIRECTORS FORUM

Director Gonzales wanted to confirm how the agenda and meeting would be handled for the December board meeting. Director Gonzales shared his interest in being considered as the next Board President.

Director Heuring mentioned he has been thinking about the possibility of being part of a different committee.

Director Stassi asked staff if they thought the two temporary employees currently in the office would be good candidates to become part of the organization. General Manager Allen informed him that one would make a good candidate but the other would be ending their temporary position at the end of the month.

Director Brooks shared that it has been a privilege to serve and represent the people of Vandenberg Village for the last twenty years. Director Brooks thanked the Board, the staff, and previous General Manager Joe Barget.

Director Bumpass shared that he has had the privilege of being part of this board for eight years and is unable to express what an honor it has been for him. He thanked the community who elected him, and all members of staff. Director Bumpass showed his appreciation to

Director Brooks who sat down with him over 10 years ago and shared his experience running for the board years ago. He went on to thank all members of the board for allowing him to serve as Board President, stating it's been an honor to do so. Director Bumpass ended the evening by thanking his boys and his partner for their support and patience while he served.

12. ADJOURN

President Bumpass declared the meeting adjourned at 8:01 p.m.

Attest:

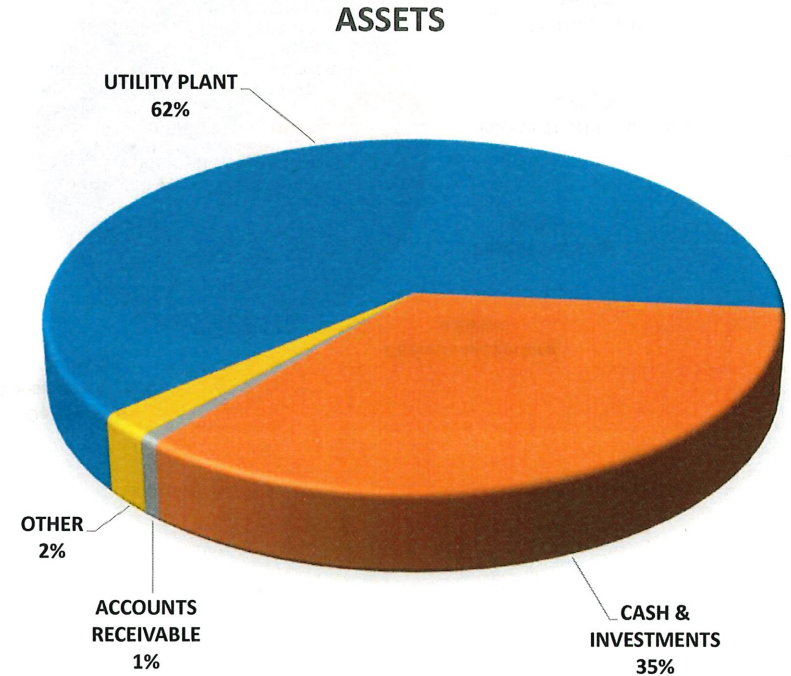
Signed:

Brianna Jennings
Secretary, Board of Directors

Ronald Stassi
Vice-President, Board of Directors

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
Statement of Net Position
As of October 31, 2024

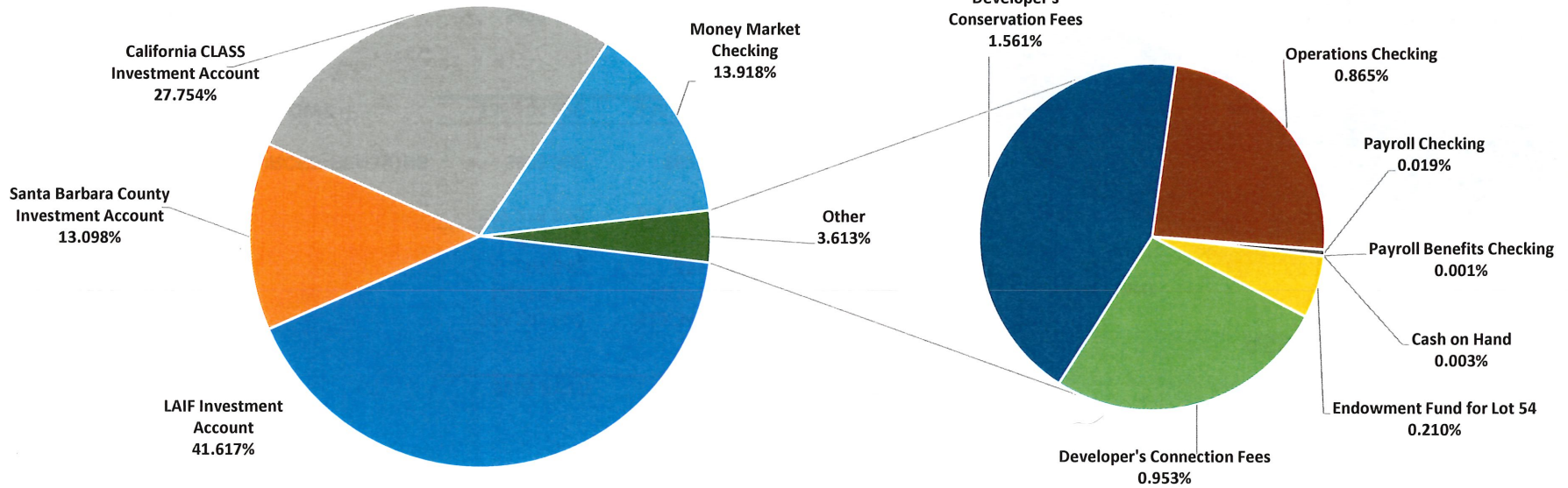
	2025 FYTD	FYE 2024	CHANGE
ASSETS			
UTILITY PLANT	\$23,293,800	\$23,347,339	(\$53,539)
CASH & INVESTMENTS	12,879,380	13,171,241	(291,860)
ACCOUNTS RECEIVABLE	299,643	451,526	(151,883)
OTHER	803,407	816,214	(12,807)
TOTAL ASSETS	<u>\$37,276,230</u>	<u>\$37,786,320</u>	<u>(\$510,089)</u>
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$828,399	\$828,399	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	<u>\$38,104,629</u>	<u>\$38,614,719</u>	<u>(\$510,089)</u>
LIABILITIES			
CURRENT LIABILITIES	\$423,112	\$1,342,077	(\$918,965)
UNEARNED REVENUE	139,612	139,612	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	3,514,781	3,514,781	0
NET PENSION LIABILITY	1,964,345	1,964,345	0
TOTAL LIABILITIES	<u>\$6,041,850</u>	<u>\$6,960,815</u>	<u>(\$918,965)</u>
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$60,843	\$60,843	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$5,485,310	\$5,550,845	(\$65,535)
EQUITY	26,107,751	24,823,420	1,284,331
CURRENT EARNINGS	408,875	1,218,796	(809,921)
TOTAL EQUITY	<u>\$32,001,936</u>	<u>\$31,593,061</u>	<u>\$408,875</u>
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	<u>\$38,104,629</u>	<u>\$38,614,719</u>	<u>(\$510,090)</u>



VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
 Cash Position Statement
 As of October 31, 2024

CASH AND SECURITIES DETAIL	2025 FYTD	FYE 2024	CHANGE
LAIF Investment Account	\$5,360,012	\$5,187,136	\$172,876
Santa Barbara County Investment Account	\$1,686,901	\$3,089,392	(\$1,402,492)
California CLASS Investment Account	3,574,489	\$2,030,871	\$1,543,618
Endowment Fund for Lot 54	26,995	\$26,567	\$428
Money Market Checking	1,792,604	\$2,425,322	(\$632,718)
Developer's Connection Fees	122,739	\$144,740	(\$22,001)
Developer's Conservation Fees	201,104	\$203,626	(\$2,523)
SUBTOTAL	\$12,764,843	\$13,107,655	(\$342,812)
Operations Checking	\$111,465	\$59,757	\$51,708
Payroll Checking	2,500	\$2,500	0
Payroll Benefits Checking	172	\$929	(757)
Cash on Hand	400	\$400	0
SUBTOTAL	\$114,537	\$63,586	\$50,951
TOTAL CASH AND SECURITIES	\$12,879,380	\$13,171,241	(\$291,861)

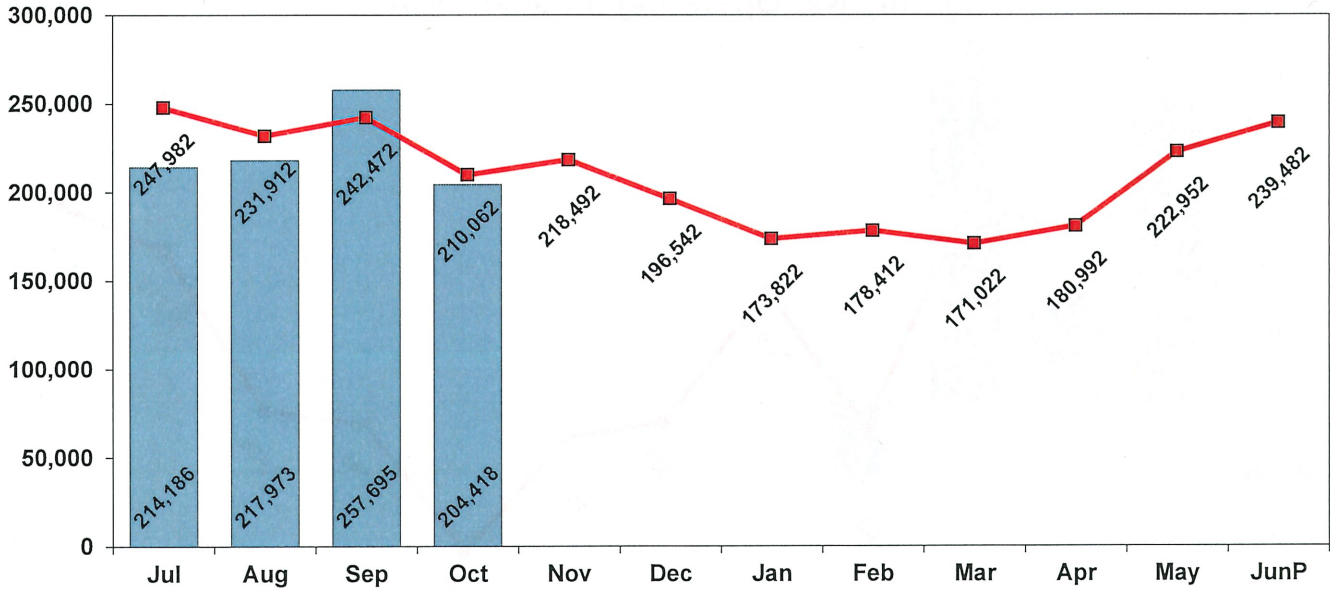
CASH AND SECURITIES DETAIL



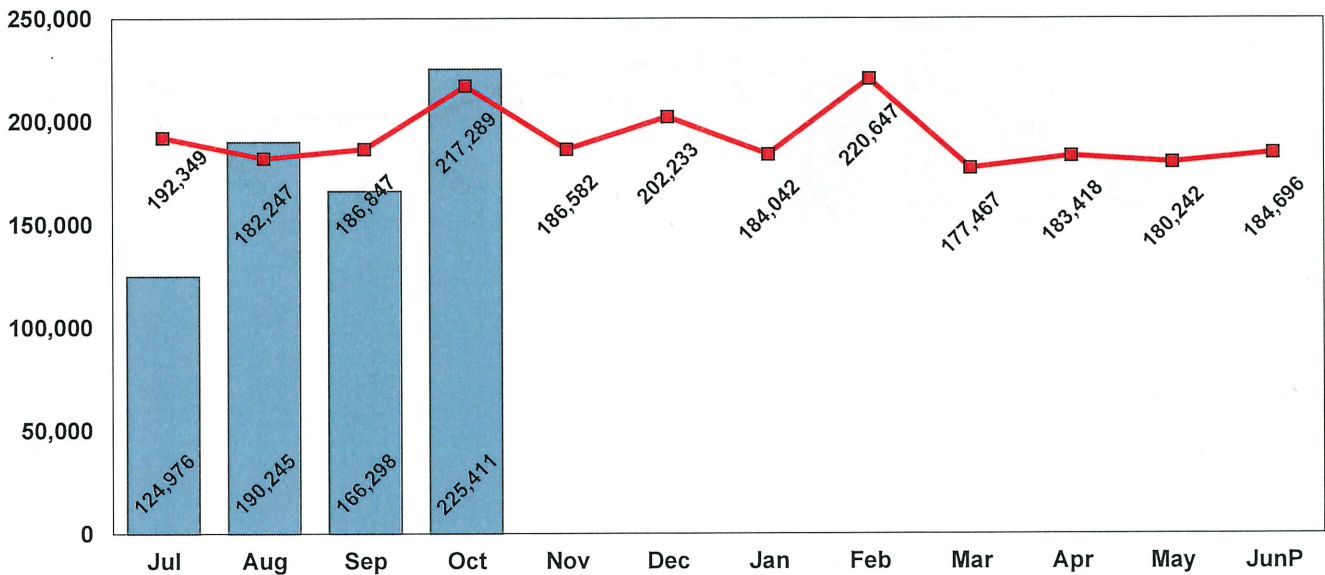
Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2024 to June 30, 2025

Monthly Operating Revenue - Water

Actual Budget



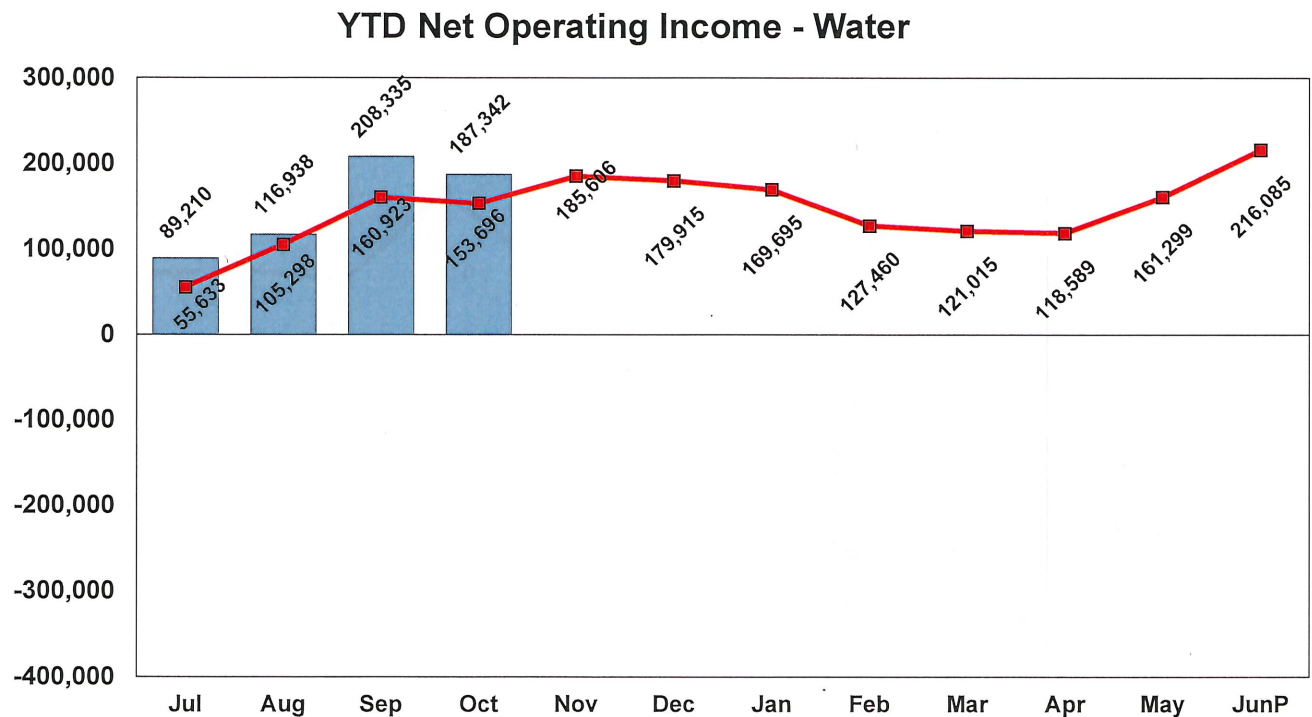
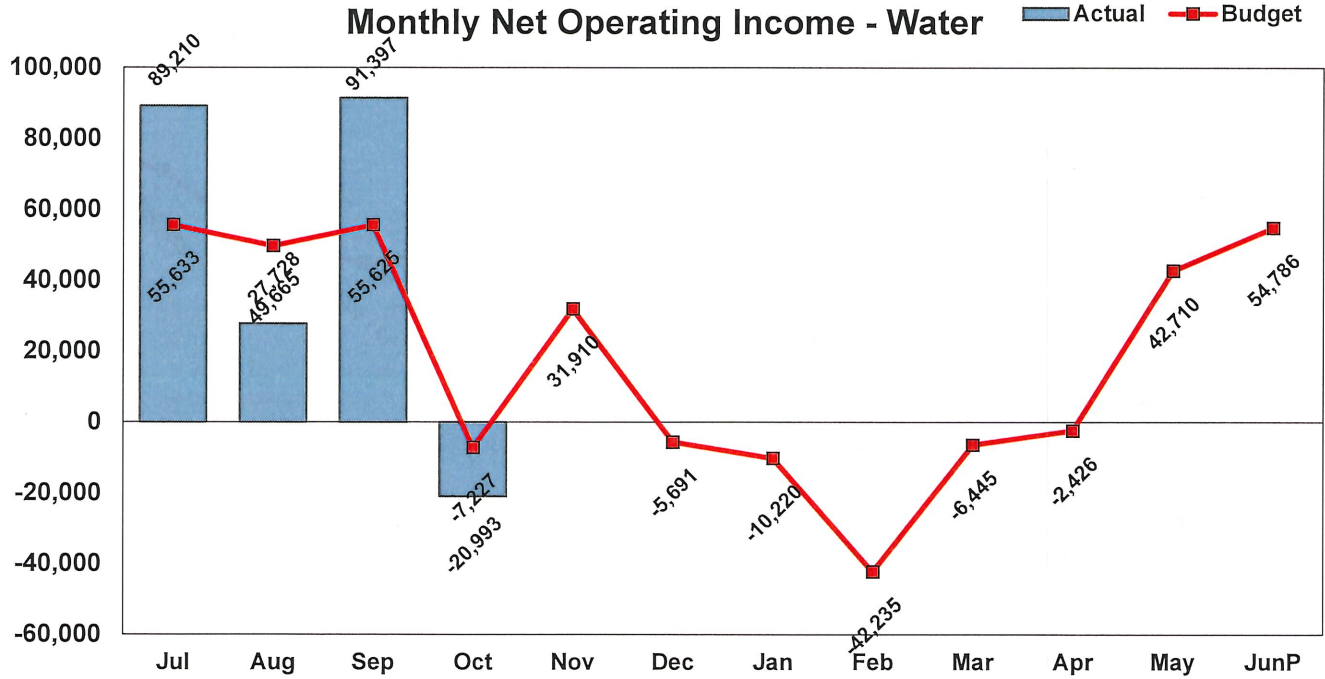
Monthly Operating Expense - Water



Operating Income

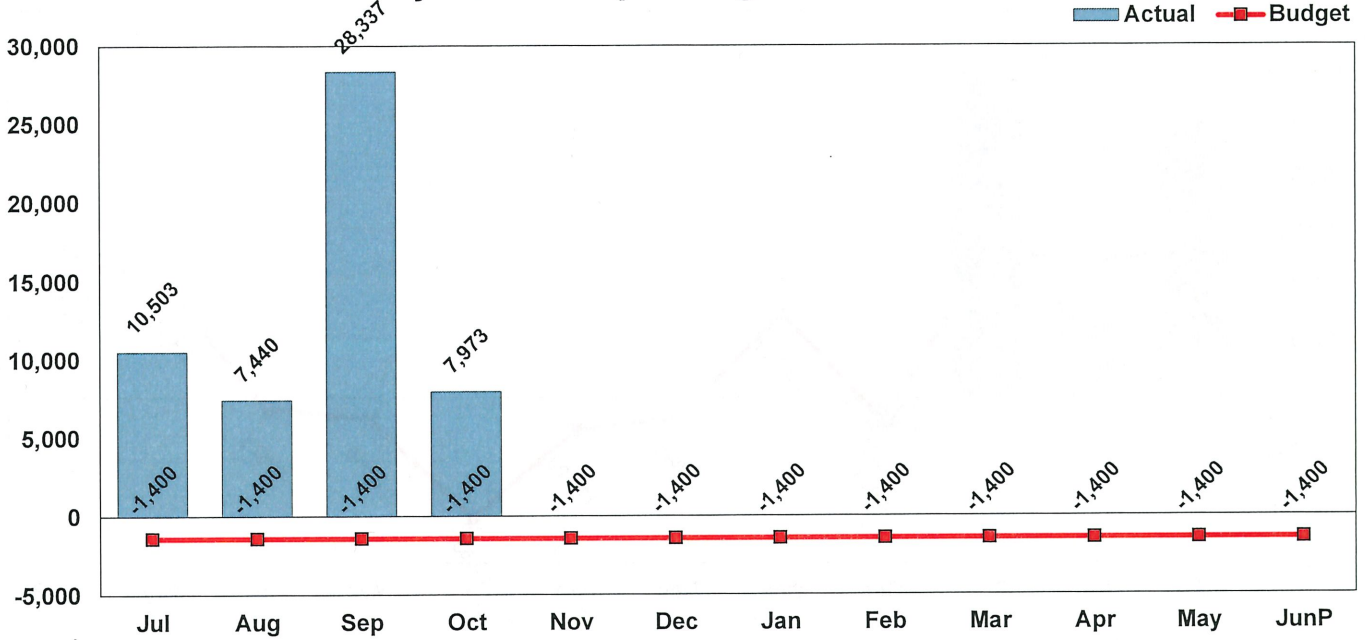
Vandenberg Village Community Services District

July 1, 2024 to June 30, 2025



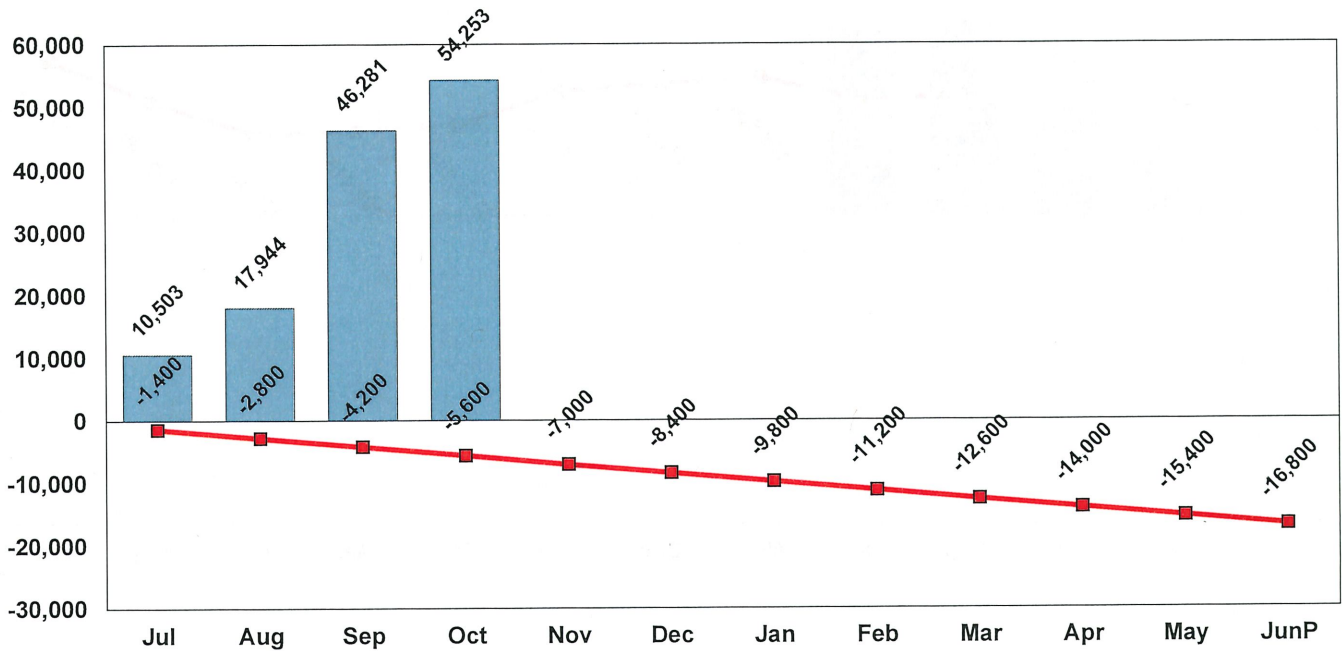
Non-Operating Income Vandenberg Village Community Services District July 1, 2024 to June 30, 2025

Monthly Net Non-Operating Income - Water



Note: September includes quarterly Fair Market Value Adjustment.

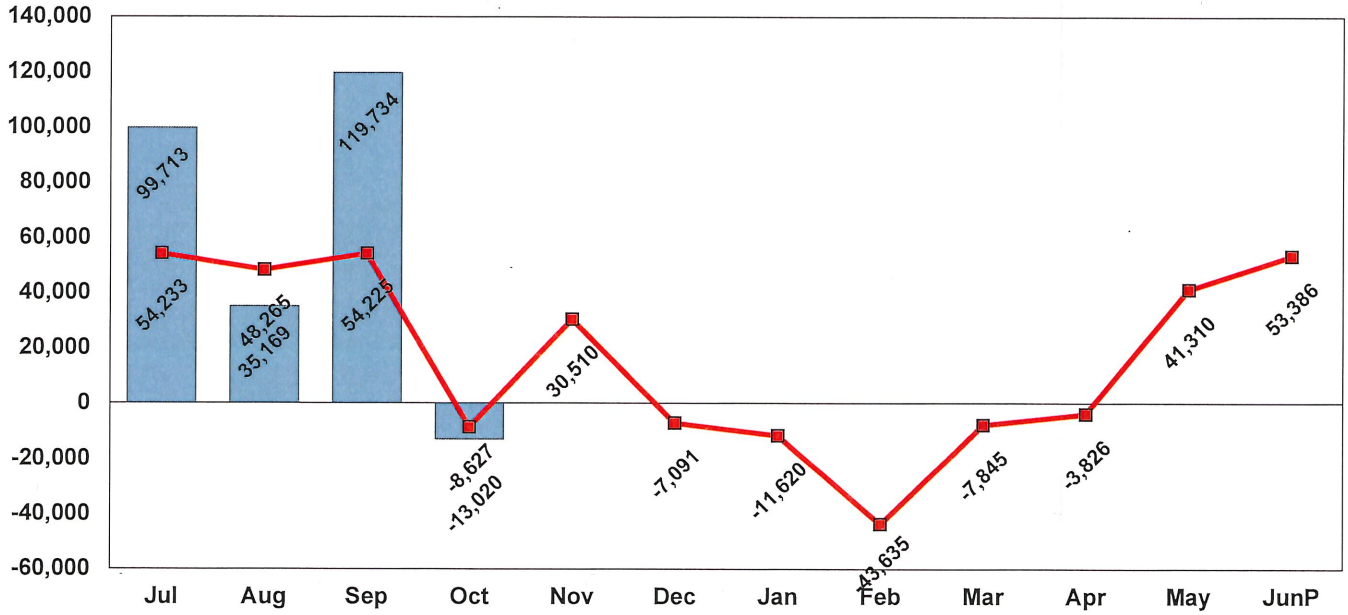
YTD Net Non-Operating Income - Water



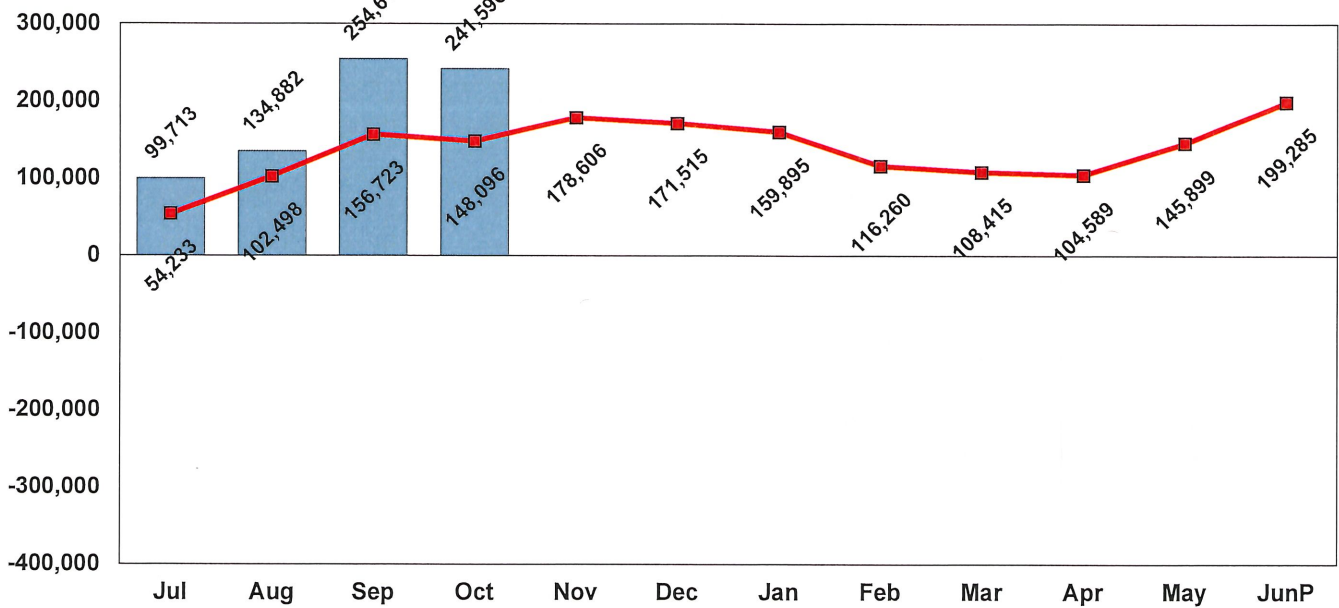
Change in Net Assets Vandenberg Village Community Services District July 1, 2024 to June 30, 2025

Monthly Change in Net Assets - Water

Actual Budget

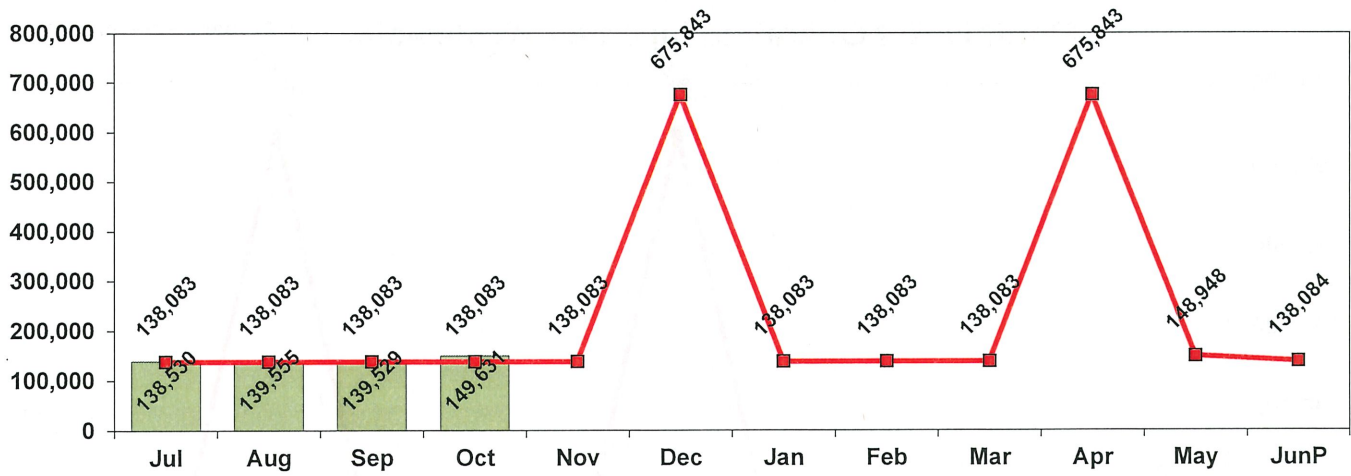


YTD Change in Net Assets - Water

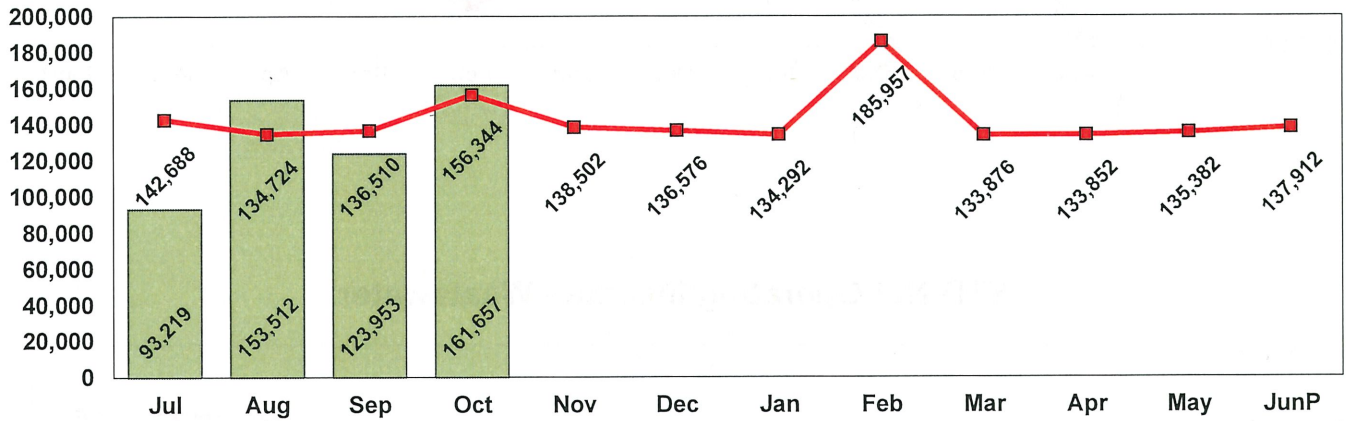


Operating Revenue and Expenses
 Vandenberg Village Community Services District
 July 1, 2024 to June 30, 2025

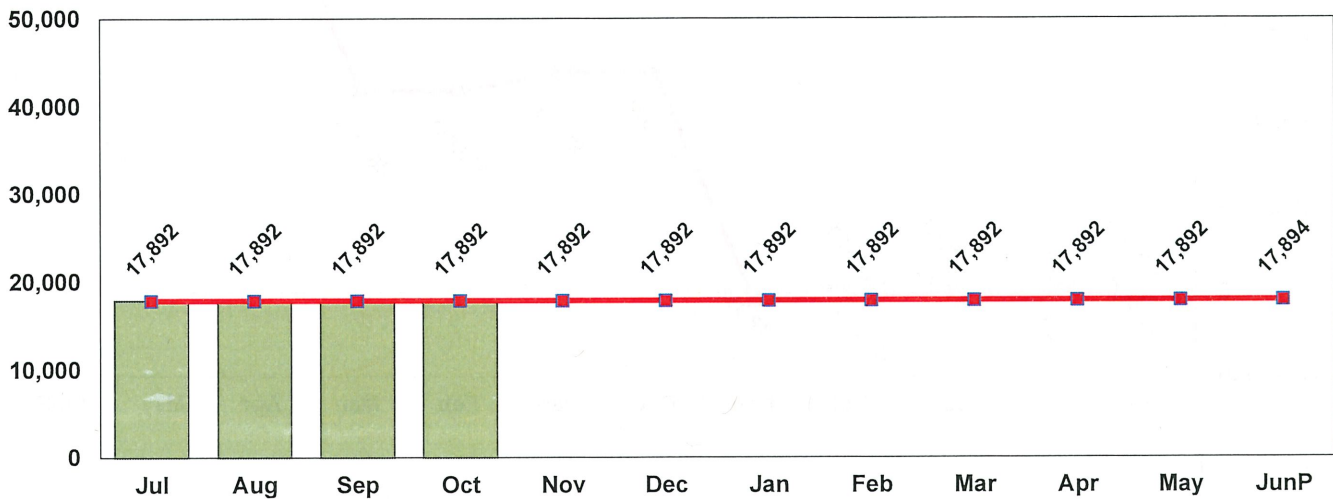
Monthly Operating Revenue - Wastewater ■ Actual ■ Budget



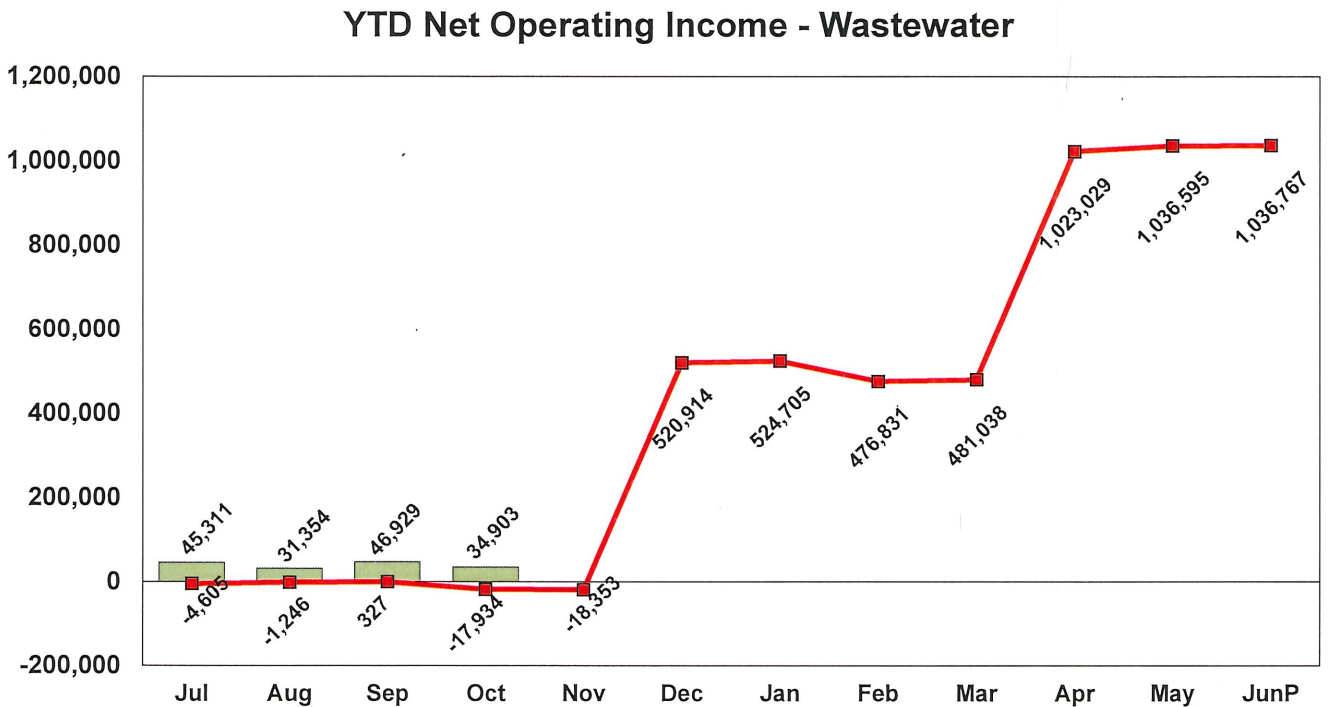
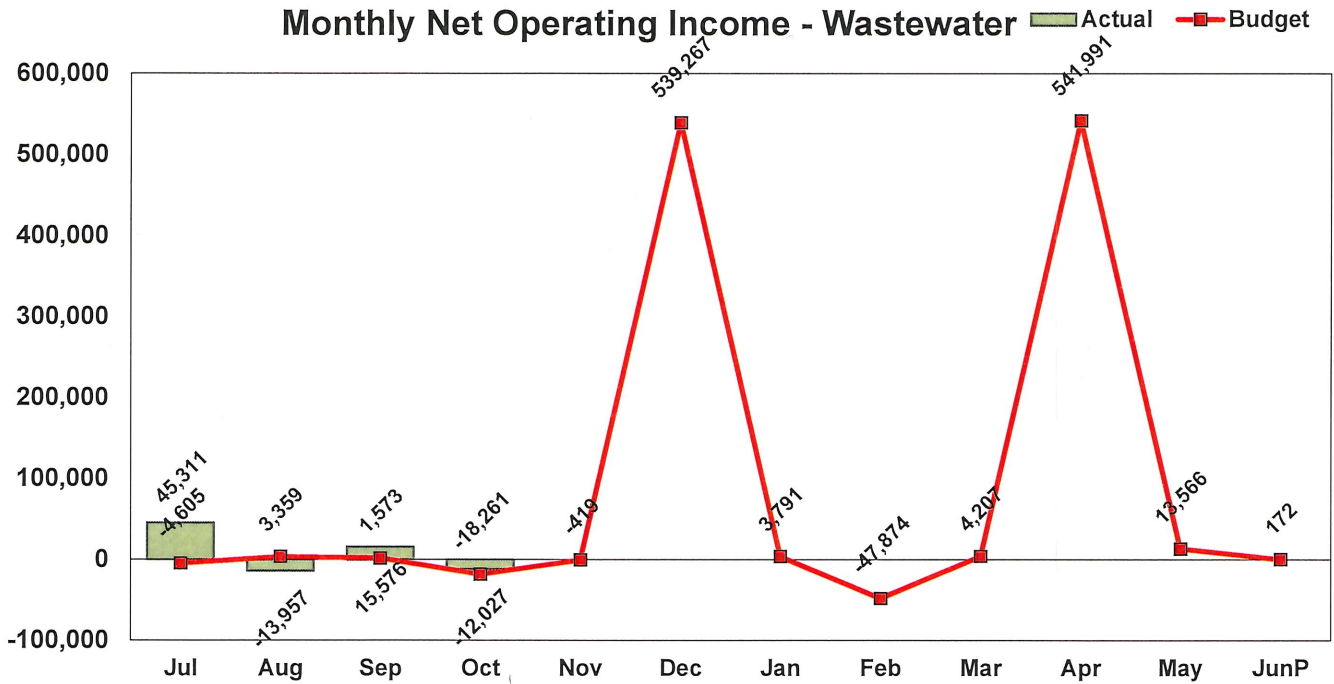
**Monthly Operating Expense
 excluding Unfunded Depreciation and Reserve-Funded Projects**



**Monthly Operating Expense
 Unfunded Depreciation and Reserve-Funded Projects**



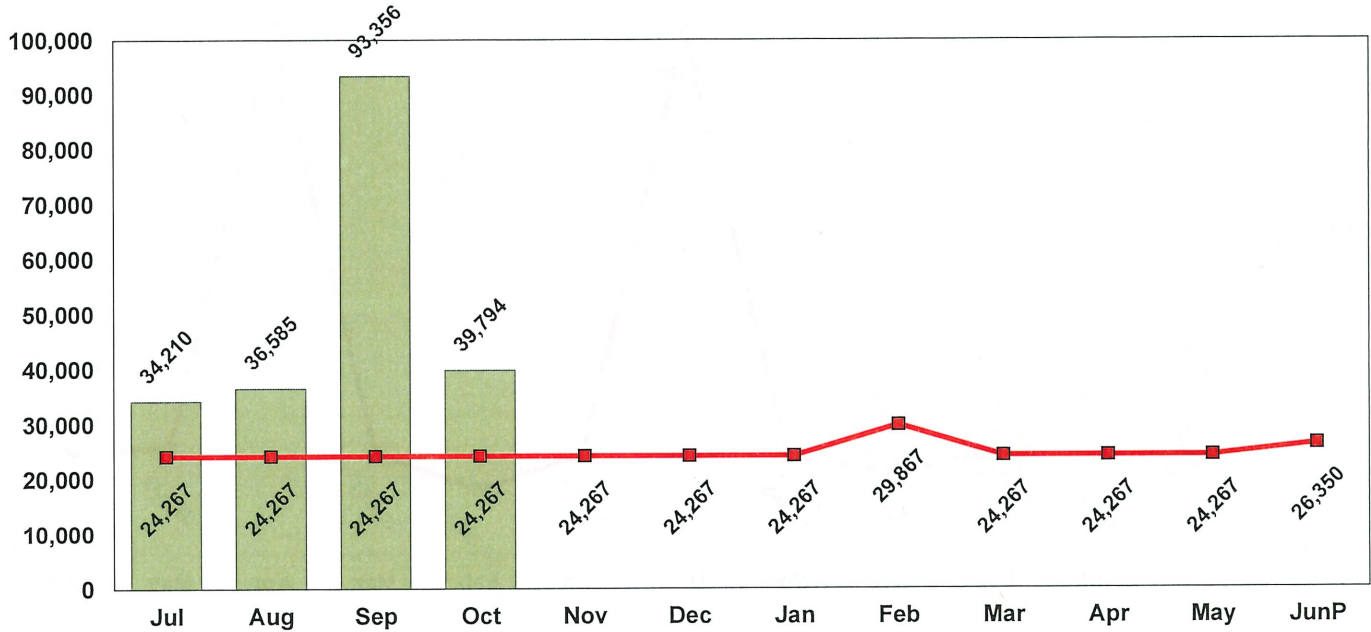
Operating Income
 Vandenberg Village Community Services District
 July 1, 2024 to June 30, 2025



Non-Operating Income Vandenberg Village Community Services District July 1, 2024 to June 30, 2025

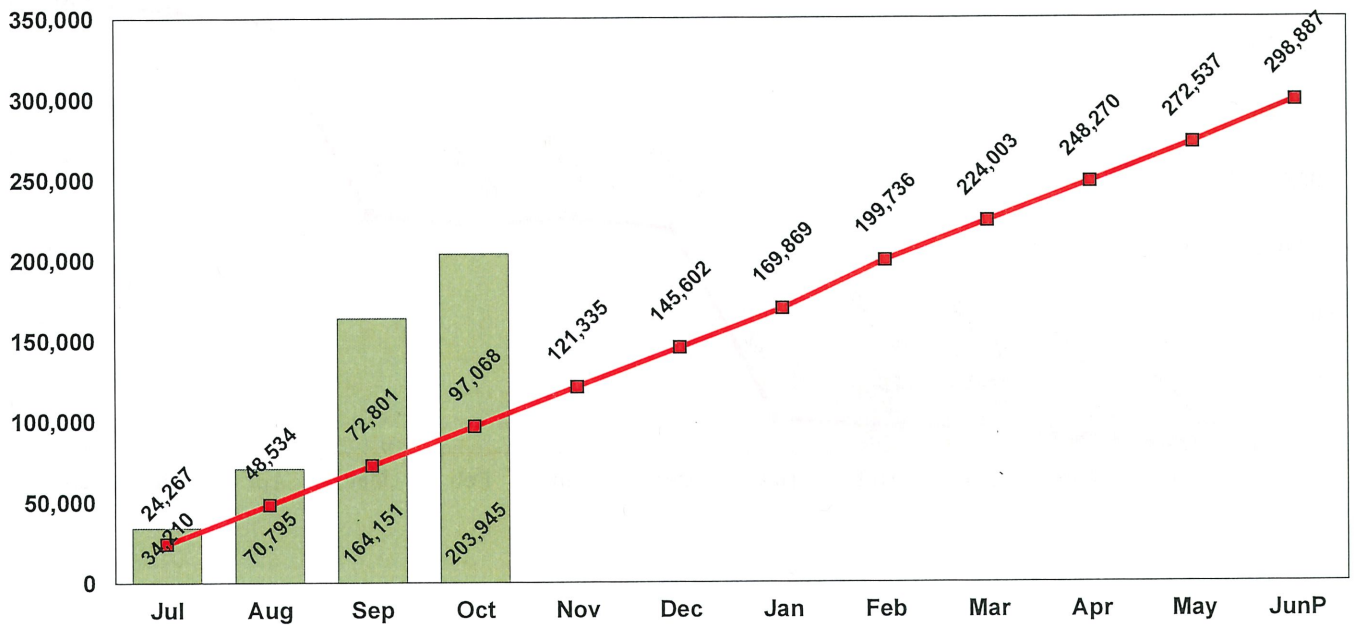
Monthly Net Non-Operating Income less LRWRP SRF Payment - Wastewater

Actual Budget



Note: September includes quarterly Fair Market Value Adjustment.

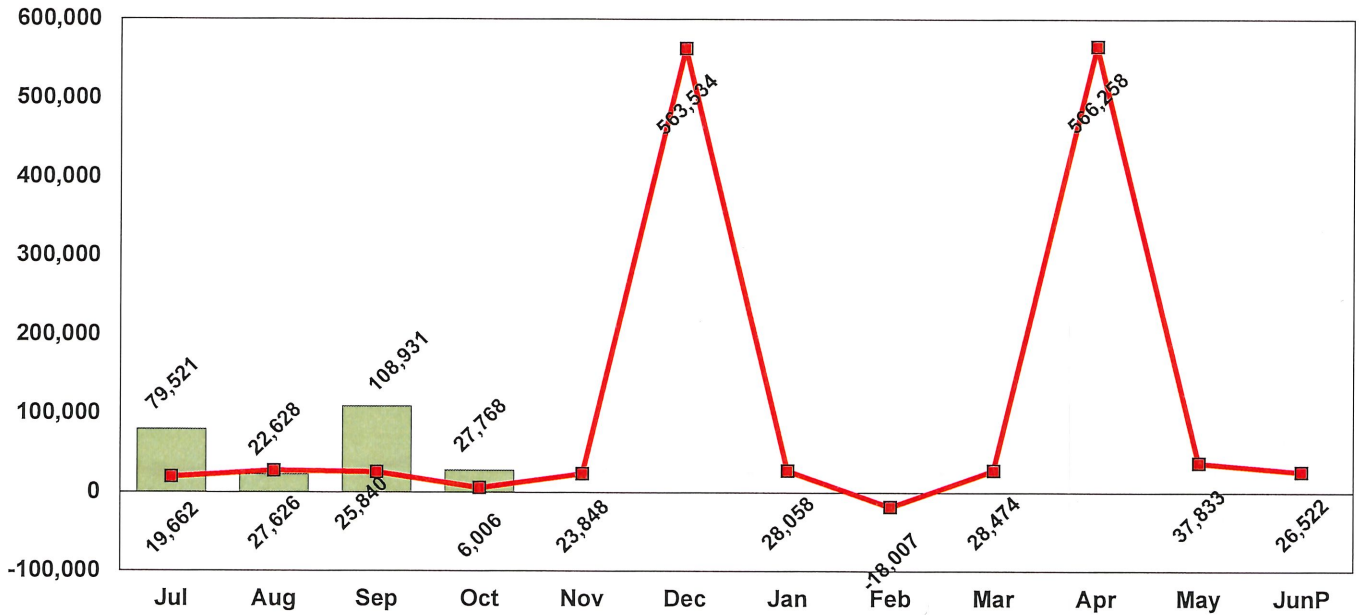
YTD Net Non-Operating Income less LRWRP SRF Payment - Wastewater



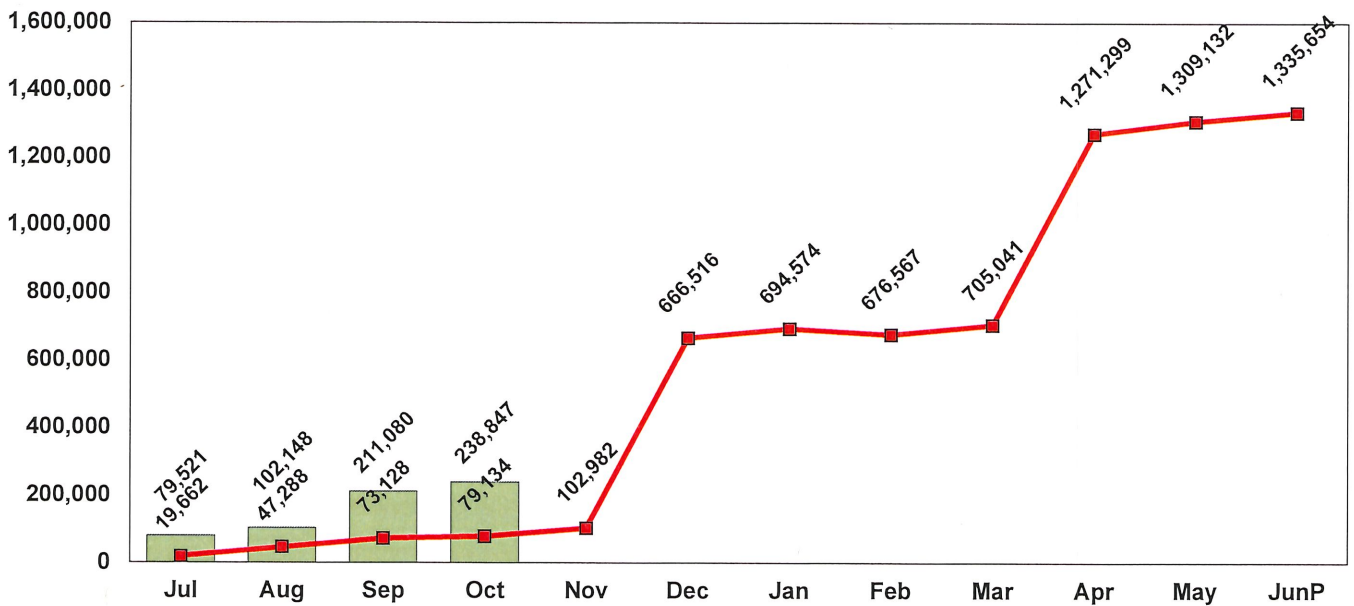
Change in Net Assets Vandenberg Village Community Services District July 1, 2024 to June 30, 2025

Monthly Change in Net Assets - Wastewater

Actual ■ Budget



YTD Change in Net Assets - Wastewater



Statement of Cash Flow
Vandenberg Village Community Services District
For the Period from July 1, 2024 to October 31, 2024

	Water Fund	WW Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 944,095	\$ 587,835	
Cash payments for goods and services	(544,396)	(1,071,494)	
Cash payments to employees	(177,725)	(94,536)	
Net Cash Provided by Operating Activities	<u>\$ 221,974</u>	<u>\$ (578,194)</u>	\$ (356,220)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
Purchase of capital assets	(77,521)	(201,518)	
Net Cash Used - Capital & Related Financing Activities			(279,039)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	139,387	204,011	
Net Cash Provided by Investing Activities			343,398
Net Increase (Decrease) in Cash & Cash Equivalents			<u>(291,861)</u>
Cash and cash equivalents, beginning of year	2,926,956	10,244,285	13,171,241
Cash and cash equivalents, year-to-date	3,210,796	9,668,584	<u>\$ 12,879,380</u>
Reconciliation to the Statement of Net Assets:			
Cash on hand	\$ 400		\$ 400
Cash and short term investments	3,210,396	9,668,584	<u>12,878,980</u>
			<u>\$ 12,879,380</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating Income (excluding Connection fees)	\$ 187,342	\$ (36,665)	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	75,823	252,574	
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	50,271	20,591	
(Increase) decrease in prepaid items	12,807	0	
Increase (decrease) in accounts payable	(70,168)	(806,125)	
Increase (decrease) in accrued payroll	(17,993)	(8,569)	
Increase (decrease) in customer deposits	(448)	0	
Increase (decrease) in compensated absences	(15,661)	0	
Net Cash Provided by Operating Activities	<u>\$ 221,974</u>	<u>\$ (578,194)</u>	<u>\$ (356,220)</u>
Reconciliation to other financial statements			
Net operating income/(loss)	\$ 187,342	\$ (36,665)	
Non-operating income (<i>Interest Revenue/Fair Market Value Offset</i>)	58,366	204,011	
Non-operating expenses (<i>Asset retirement/Interest expense</i>)	(4,113)	(67)	
Total YTD Net Income (<i>Current Earnings on Statement of Net Position</i>)	<u>\$ 241,596</u>	<u>\$ 167,279</u>	<u>\$ 408,875</u>
Add back YTD Unfunded Depreciation		71,568	
YTD Change in Net Assets on Revenue and Expense charts	<u>\$ 241,596</u>	<u>\$ 238,847</u>	<u>\$ 480,443</u>

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 12-24 From 11/1/2024 To 11/30/2024

Board Meeting Date 12/6/2024 Item: 7B.2

Accounts Payable Amount \$121,093.48

Check Numbers 29644-29681, 29683-29717

Void Checks 29277, 29743

Electronic Vendor Payment Amount \$1,480.86

Confirmation Numbers 58874, 106587, 703063

A/P Hand Check Amount _____

Check Numbers _____

Payroll Amount \$85,457.92

Check Numbers electronically transferred,
10107-10108

Investment Transfers _____

Confirmation Numbers _____

Disbursements/Investments

A/P Checks 121,093.48

Electronic Vendor Payments 1,480.86

A/P Hand Checks 0.00

Payroll 85,457.92

Investments 0.00

TOTAL \$208,032.26

REPORT.: Nov 27 24 Wednesday
 RUN...: Nov 27 24 Time: 16:36
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 11-24 thru 11-24 Bank Account.: 13100

PAGE: 001
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029277	11/14/24	\0004	OAK HILL PARTNERS	-46.40	000C40101u	Ck# 029277 Reversed
029718	11/14/24	ACW03	ACWA JOINT POWERS INSURAN	9762.80	0704305	GROUP MEDICAL,DENTAL,VISION,LIFE,EAP 12/24
029719	11/14/24	AMA01	AMAZON CAPITAL SERVICES	51.48	JX77-KLXY	DANGER RAZOR WIRE SIGNS
029720	11/14/24	COL01	JEFFREY COLE	177.00	C41113	HYDROPRO SEMINAR-MEAL-INCID. REIMB-COLE
029721	11/14/24	COV01	COVERALL MOUNTAIN & PACIF	445.00	553200732	JANITORIAL SERVICE 11/24
029722	11/14/24	DEB01	DEBOLT ELECTRIC	843.00	24187	INSTALL CONDUIT FOR NEW FILTER EQUIPMENT
029723	11/14/24	ENR02	ENGINEERING NEWS RECORD	99.99	87561124	2025 ENGINEERING NEWS-RECORD MEMBERSHIP
029724	11/14/24	EXC01	EXCEL PERSONNEL SERVICES,	2701.80	4482918	ACCOUNTING ASST. & CUST.SERV. - 10/21/24-10/27/24
				2701.80	4486985	ACCOUNTING ASST. & CUST. SERV.- 10/28/24-11/3/24
			Check Total.....:	5403.60		
029725	11/14/24	FAM01	FAMCON PIPE & SUPPLY, INC	674.25	40228.002	MANHOLE COVER
029726	11/14/24	FLU02	FLUME, INC.	280.15	2270	REBATES FOR FLUME SMART MONITOR (QTY. 2)
029727	11/14/24	HOM02	HOME DEPOT	910.62	10021024	PUREFLOW, TOOLS, EARPLGS, SNT, SPRYBTL, DEGRS, FITTING
029728	11/14/24	IND02	INDUSTRIAL TRUCK BODIES	8971.79	24-17751	LIGHTBAR, WARNING LIGHTS, TOOLBOX - UNIT #26
029729	11/14/24	MAR02	MARBORG INDUSTRIES	63.51	6303592	TRASH COLLECTION - OFFICE 10/24
				179.98	6303724	TRASH COLLECTION - SHOP 10/24
			Check Total.....:	243.49		
029730	11/14/24	MIL01	MILLER LANDSCAPING AND MA	200.00	66260	OFFICE YARD MAINTENANCE 10/24
029731	11/14/24	NAT01	NATIONAL GROUP TRUST	558.04	23941224	LONG-TERM DISABILITY 12/24
029732	11/14/24	OLI01	OLIN CORP	9505.31	900485341	4004 GALS NAOCL
029733	11/14/24	QUI01	QUINLAN, BENJAMIN	499.00	C41113	CROSS-CONNECTIONCONTROLPROGRAM-M&IE.REIMB.-BQUIN
029734	11/14/24	SAN18	SANTA BARBARA COUNTY SDA	300.00	C41113	2025 SBCCSDA MEMBERSHIP
029735	11/14/24	TRA02	TRACTOR SUPPLY CREDIT PLA	413.00	26311024	SUCTION HOSE FOR HARBEN SEWER JETTER
029736	11/14/24	UBE01	UBEO WEST LLC	714.11	4690287	COPIER CONTRACT USAGE 8/7/24-11/6/24
029737	11/14/24	UND01	UNDERGROUND SERVICE ALERT	39.60	20240782	USA TICKETS 10/24
029738	11/14/24	VES01	VESTIS	167.27	20672409	SHOP TOWELS 10/31/24

REPORT.: Nov 27 24 Wednesday
 RUN...: Nov 27 24 Time: 16:36
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 11-24 thru 11-24 Bank Account.: 13100

PAGE: 002
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029739	11/14/24	WES05	WESTERN EXTERMINATOR CO.	50.00	69303258	EXTERIOR RODENT CONTROL - SITE #3
				75.00	69303259	EXTERIOR RODENT CONTROL - SITE #1
				15.00	69303260	INTERIOR RODENT CONTROL - SITE #1
				35.00	69303261	EXTERIOR INSECT PERIMETER TREATMENT - SITE #1
			Check Total.....:	175.00		
029740	11/14/24	\A002	AMERICAN STAGES REALTY&M	85.83	000C41001	CUSTOMER REFUND - AME0016-4005 CLUB HOUSE RD
029741	11/14/24	\E005	EMILIANO ENRIQUEZ	109.86	000C41001	CUSTOMER REFUND - ENR0004-3916 SATURN AVE.
029742	11/14/24	\S002	HOWARD K SCOTT	71.03	000C41001	CUSTOMER REFUND - SCO0001-4032 DRACO DR.
029743	11/14/24	VOID	VOIDED CHECK			
029744	11/14/24	\O004	OAK HILL PARTNERS	46.40	000C40101y	Ck# 029744->029277 Replacement
029745	11/14/24	RLJ01	RL JOHNSON CONSTRUCTION,	5820.00	6247	LABOR & EQUIP-SIRIUS/ALDEBARAN 8"MAIN LEAK-PO#1759
029746	11/27/24	ACE01	ACECO EQUIPMENT CO., INC.	823.27	187856	10" BRUSH CHIPPER RENTAL FOR VEGETATION MANAGEMENT
029747	11/27/24	CLS01	CLINICAL LABS OF SAN	565.00	1009950	BA, IRON, MANG, PHYS, SULFATE, BORON TESTS 10/24
029748	11/27/24	COM03	COMCAST	360.44	10521124	INTERNET - OFFICE 11/20/24-12/19/24
029749	11/27/24	COR01	CORBIN WILLITS SYSTEM INC	913.73	C411151	SERVICE AND ENHANCEMENT FEE 12/24
029750	11/27/24	CRO04	CROSNO CONSTRUCTION INC.	4270.00	240513-1	PIPE SPOOLS FOR FILTER REHAB PROJECT
029751	11/27/24	EXC01	EXCEL PERSONNEL SERVICES,	2557.50	4491059	ACCOUNTING ASST. & CUST.SERV. - 11/4/24-11/10/24
				1666.68	4494931	ACCOUNTING ASST. & CUST.SERV. - 11/11/24-11/17/24
			Check Total.....:	4224.18		
029752	11/27/24	FAM01	FAMCON PIPE & SUPPLY, INC	1131.00	41616.001	C8F-8" ROMAC COUPLING (QTY.2)
029753	11/27/24	FRO01	FRONTIER	15.64	28851224	FRONTIER 733-2475 11/13/24-12/12/24
				30.84	49051224	FRONTIER 733-3615/3975 & SCADA SYSTEM
			Check Total.....:	46.48		
029754	11/27/24	HPS01	HPS WEST, INC.	4990.53	3286-IN	6" OCTAVE SS FLANGED ULTRASONIC METER FOR CABRILLO
029755	11/27/24	MIS01	MISSION PAVING, INC.	1500.00	5504	ASPHALT REPAIR - PB REPLACE - 235 GALAXY WAY
				750.00	5505	ASPHALT REPAIR-3876 CELESTIAL WAY-COPPERSERV.LINE
			Check Total.....:	2250.00		
029756	11/27/24	PGE01	PACIFIC GAS & ELECT. INC.	38963.26	6872-1124	PG&E CHARGES 10/24

REPORT.: Nov 27 24 Wednesday
 RUN....: Nov 27 24 Time: 16:36
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 11-24 thru 11-24 Bank Account.: 13100

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
029757	11/27/24	SAN38	SANTA BARBARA BOTANIC GAR	4480.00	SBBG-1	BIRD'S-BEAK IDENTIFICATION @BURTON MESA 9/24-10/24
029758	11/27/24	SMI04	SMITHS ALARMS & ELECTRONI	90.00	082960	SECURITY - OFFICE 12/24-02/25
029759	11/27/24	STE04	STERICYCLE, INC.	428.74	8993813	DOCUMENT SHREDDING SERVICE 10/23,11/7/24
029760	11/27/24	USB02	U.S.BANK CORPORATE PAYMEN	4624.12	32561124	SUBSCR, OFFICESUP, STARLINK, LODG, SEM, CSDA, ORD, TOOLS
029761	11/27/24	VAL04	VALLEY ROCK READY MIX, IN	4751.78 469.79 684.75	24-34045 24-34060 24-34119	SLURRY - SIRIUS/ALDEBARAN 8" MAIN LEAK SLURRY - PB REPLACE - 225 & 235 GALAXY WAY SLURRY-COPPERSERV.LINERPAIR-3876&3884CELESTIALWAY
Check Total.....:				5906.32		
029762	11/27/24	VES01	VESTIS	211.65	20682076	CONTINUOUS TOWELS, SHOP TOWELS 11/14/24
029763	11/27/24	WES05	WESTERN EXTERMINATOR CO.	83.83 159.71 50.00	70004598 70004599 70007592	GOPHER CONTROL SERVICE 11/24 OFFICE 6MO. SPRAY FOR INSECTS - OFFICE EXTERIOR RODENT CONTROL - LS #2
Check Total.....:				293.54		
058874	11/27/24	PIT03	PITNEY BOWES	1109.34	01341024	POSTAGE FOR BILL 10/24
106587	11/14/24	TIE01	TIERZERO CLOUD COMMUNICAT	364.52	503126	TIERZERO CLOUD COMMUNICATIONS ACCT FEES 11/24
703063	11/14/24	PIT03	PITNEY BOWES	7.00	76731024	POSTAGE FOR METER
Cash Account Total.....:				122574.34		
Total Disbursements.....:				122574.34		
Cash Account Total.....:				.00		

REPORT.: Nov 27 24 Wednesday
 RUN....: Nov 27 24 Time: 16:36
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 11-24 thru 11-24 Bank Account.: 13101

PAGE: 004
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
24801	11/08/24	EMP01	EMPLOYMENT DEVELOP.DEPART	1313.12	C41108	STATE WH TAXES PP#22
24802	11/08/24	EMP01	EMPLOYMENT DEVELOP.DEPART	332.04	1C41108	STATE DISABILITY PP#22
57380	11/27/24	AFL01	AFLAC	120.96	C41130	AFLAC-PRETAX 11/24
57381	11/27/24	AFL01	AFLAC	2.88	1C41130	AFLAC-AFTER TAX 11/24
73261	11/08/24	PUB02	PUBLIC EMPLOYEES	12969.00	4C41108	FY25PERS ER CONTRIB-CLSSC
73265	11/08/24	PUB02	PUBLIC EMPLOYEES	146.67	3C41108	FY25PERS ER CONTRIB-PEPRA
172001	11/22/24	EMP01	EMPLOYMENT DEVELOP.DEPART	1399.63	C41122	STATE WH TAXES PP#23
172002	11/22/24	EMP01	EMPLOYMENT DEVELOP.DEPART	343.80	1C41122	STATE DISABILITY PP#23
256665	11/27/24	COL03	COLONIAL LIFE & ACCIDENT	131.74	C41130	COLONIAL-PRETAX 11/24
323411	11/08/24	EFT01	EFTPS	3460.19	C41108	FEDERAL WH TAXES PP#22
323412	11/08/24	EFT01	EFTPS	62.00	1C41108	FICA SOCIALSECURITY DR#11
323413	11/08/24	EFT01	EFTPS	889.86	2C41108	FICA MEDICARE PP#22
732631	11/08/24	PUB02	PUBLIC EMPLOYEES	1662.96	C41108	PERS TDMC PP#22
732632	11/08/24	PUB02	PUBLIC EMPLOYEES	611.33	1C41108	PERS EPMC PP#22
732633	11/08/24	PUB02	PUBLIC EMPLOYEES	3516.27	2C41108	PERS EMPLR CONTRIB. PP#22
732641	11/08/24	PER04	CALPERS 457 PLAN	750.00	C41108	EMPLOYER PERS 457 PP#22
732642	11/08/24	PER04	CALPERS 457 PLAN	1000.00	1C41108	EMPLOYEE PERS 457 PP#22
826921	11/22/24	PUB02	PUBLIC EMPLOYEES	1662.09	C41122	PERS TDMC PP#23
826922	11/22/24	PUB02	PUBLIC EMPLOYEES	615.35	1C41122	PERS EPMC PP#23
826923	11/22/24	PUB02	PUBLIC EMPLOYEES	3527.40	2C41122	PERS EMPLR CONTRIB. PP#23
826931	11/22/24	PER04	CALPERS 457 PLAN	750.00	C41122	EMPLOYER PERS 457 PP#23
826932	11/22/24	PER04	CALPERS 457 PLAN	1000.00	1C41122	EMPLOYEE PERS 457 PP#23
959041	11/22/24	EFT01	EFTPS	3671.18	C41122	FEDERAL WH TAXES PP#23
959042	11/22/24	EFT01	EFTPS	906.40	1C41122	FICA MEDICARE PP#23
Cash Account Total.....:				40844.87		
Total Disbursements.....:				40844.87		

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.A

FROM: Cynthia Allen, General Manager 

DATE: December 6, 2024

SUBJECT: Board Officers

Recommendations:

- Elect a President, Vice President, and Finance Officer.
- Discuss considerations and individual preferences for serving on standing committees and as representatives to external agencies next year.

Policy Implications:

- District Ordinance § 1.2.4 requires the Board to elect its three officers at the first meeting in December of each year.
- The duties of each officer are outlined in District Ordinance § 1.3.1.

Resource Impacts: None

Alternatives Considered: None

Discussion: The President is the top elected official in the District, directs the preparation of meeting agendas, approves them for publication, and presides over Board meetings.

The President has the authority to appoint committee members and representatives to external agencies, subject to confirmation by the Board. District Ordinance § 1.3 requires this to be accomplished at the first meeting in January.

The table below is provided as a reference for electing officers at tonight’s meeting and for general discussion about committee membership and external agency representation next year. Appointments to committees and external agencies take place at the first meeting in January.

Officers	2024	2025
President	Bumpass	
Vice President	Stassi	
Finance Officer	Gonzales	

Standing Committees	2024	2025
Finance/Budget	Gonzales (Chair)	
	Stassi	
Legal/Personnel	Bumpass (Chair)	
	Gonzales	
Water/Wastewater	Heuring (Chair)	
	Brooks	
Groundwater Sustainability Agency (GSA)	Brooks (primary)	
	Stassi (alternate)	

Agencies	2024	2025
Association of California Water Agencies (ACWA) & Joint Powers Insurance Authority (ACWA/JPIA)	Heuring (primary)	
	Bumpass (alternate)	
California Special Districts Association (CSDA) & Santa Barbara County Chapter of CSDA (SBCCSDA)	Gonzales (primary)	
	Heuring (alternate)	
Santa Ynez River Water Conservation District (SYRWCD)	Stassi (primary)	
	Brooks (alternate)	

Attachment: None

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.B

FROM: Cynthia Allen, General Manager *CA*
Jeff Cole, Operations & Maintenance Manager *Jc*
Patricia LeCavalier, Financial Services Manager *PL*

DATE: December 6, 2024

SUBJECT: Sirius Avenue Water Main Break

Recommendations:

- Review emergency action taken by the General Manager in response to a major water main break on Sirius Avenue.
- Determine that there is not a need to continue emergency action taken by the General Manager.

Policy Implications:

- California Public Contract Code § 22050(a) allows the Board to:
 - Procure the necessary equipment, services, and supplies without competitive bidding, in the case of an emergency.
 - Delegate the authority to order emergency action, by resolution or ordinance, to a nonelected agency officer such as a general manager.
- District Ordinance § 1.6.1.4 (Emergency Procurement) authorizes the General Manager to procure emergency services, materials, supplies, and/or equipment for the protection of life, health, or property without budget authority, Board approval, or competitive bid provided the Board of Directors subsequently reviews the action.
- California Public Contract Code § 22050(b) requires a person with delegated authority (i.e., the General Manager) to report to the Board, at its next meeting, reasons justifying why the emergency will not

permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

- California Public Contract Code § 22050(c) requires the Board to review emergency actions at every regular meeting thereafter until the action is terminated.

Resource Impacts: The cost of the emergency work is about \$7,000. An RFP for the non-emergency asphalt repair has been sent to local asphalt contractors. The cost to repair the road is expected to be approximately \$50,000 and should be completed within the next few weeks. The entire project can be funded from Water Fund Emergency Reserves of \$1.6 million.

Alternative Considered: None

Discussion: On November 6, the District had an 8" water main break at Sirius and Aldebaran. The road was recently repaved by the County of Santa Barbara so the 62-year-old pipe was probably damaged by the County's road maintenance activities. The water was shut off to the area and R.L. Johnson was contracted to make the repairs on Sirius. We supplied the parts and the contractor completed the repair within a few hours. The cost of the emergency work is less than \$7,000. Our staff was dispatched to repair a second leak on Galaxy Way that same day.

An RFP for the non-emergency asphalt repair has been sent to local asphalt contractors. The cost to repair the road is expected to be approximately \$50,000 and should be completed within the next few weeks.

Attachment: Photos








VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.C

FROM: Finance/Budget Committee
(Director Gonzales & Director Stassi)

BY: Cynthia Allen, General Manager 

DATE: December 6, 2024

SUBJECT: Capital Improvement Plan

Recommendation: Approve the revised Capital Improvement Plan.

Policy Implications:

- California Government Code § 61110 requires the Board to adopt an annual (or biennial) budget before September 1 that conforms to generally accepted accounting and budgeting procedures for special districts.
- The Governmental Accounting Standards Board (GASB) is the independent, private-sector organization that establishes accounting and financial reporting standards for state and local governments that follow Generally Accepted Accounting Principles (GAAP).
- District Ordinance § 1.6.5 establishes a \$5,000 threshold for capital assets.
- A capital improvement plan is an important financial planning tool for developing annual budgets, establishing rates and charges, and maintaining or replacing utility infrastructure and other capital assets.

Resource Impacts:

- VVCSD is an enterprise special district with two enterprise funds: a Water Fund and a Wastewater Fund. The Wastewater Fund is informally allocated between VVCSD assets and LRWRP.

- The District does not have a general fund and does not receive any property tax, special tax, assessment, or general fund revenue. Other than modest non-operating revenue, interest on investments, and an occasional grant, water and wastewater rates and charges are the only sources of revenue.
- Currently, the District’s only debt is the State Revolving Fund (SRF) loan obligation for the LRWRP Upgrade Project. The final payment on the SRF loan is due August 31, 2029.
- The Capital Improvement Plan is projected to be funded through rates, reserves, financing, and developer’s fees. The table below details the estimated funds required to accomplish the plan.

Funding Source	FY 2026-2030	FY 2026-2043
Contributed Capital	72,487	72,487
Loans	1,542,000	18,705,000
LRWRP Reserves	0	15,000,000
LRWRP Upgrade Fee	280,000	1,156,000
Wastewater Rates	0	2,100
Wastewater Reserves	1,643,713	7,484,313
Water Conservation Fees	15,000	15,000
Water Rates	818,500	1,648,100
Water Reserves	5,291,050	21,685,600
	\$9,662,750	\$65,768,600

Alternatives Considered: None

Discussion: The 2022-2043 Capital Improvement Plan (CIP) consisted of four Excel spreadsheets. The table below lists the number of projects and amounts for the Capital Improvement Plan adopted by the Board of Directors on December 6, 2022. The projects scheduled for the first four

fiscal years (FY 2021-22; 2022-23; 2023-24; and 2024-25) have been moved to their corresponding budgets and removed from the revised CIP.

Fund	Number of Projects	FY 2026-2043
Water	25	13,196,000
Wastewater	10	2,184,000
Water/Wastewater (allocated 50% Water and 50% Wastewater)	14	2,512,000
LRWRP	2	33,800,000
	51	\$51,692,000

The revised CIP corrects some assumptions and adds projects inadvertently left off the original plan.

Fund	Number of Projects	FY 2026-2043
Water	62	26,049,100
Wastewater	18	6,621,500
Water/Wastewater (allocation based on asset classification)	26	1,942,000
LRWRP	2	31,156,000
	108	\$65,768,600

The Finance/Budget Committee (Directors Gonzales and Stassi) reviewed the plan on November 12 and has recommended adoption.

Attachments: Capital Improvement Plan report (under separate cover)

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.D
FROM: Directors Brooks & Stassi, VVCSD SGMA Representatives
BY: Cynthia Allen, General Manager *CA*
DATE: December 6, 2024
SUBJECT: Cost Share Agreement

Recommendations:

- Ratify the Santa Ynez WMA Joint Powers Authority Cost Sharing and Reimbursement Agreement.
- Authorize the Board President to sign it on behalf of the District.

Policy Implications:

- In September 2014, Governor Jerry Brown signed into law a three-bill legislative package composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), collectively known as SGMA.
- District Ordinance § 1.4.1 requires agreements with external agencies to be approved by the Board and signed by the President.
- At the December 6, 2016 meeting, the Board approved a memorandum of agreement (MOA) with the SYRWCD, the city of Lompoc, MHCSD, and the Santa Barbara County Water Agency.
- At the September 11, 2018 meeting, the Board adopted the current WMA cost share agreement.
- At the October 3, 2023 meeting, the Board ratified the Joint Exercise of Powers Agreement for the Santa Ynez River Valley Basin Western Management Area Groundwater Sustainability Agency forming the WMA JPA.

Resource Impacts:

- The goal is for each agency to receive reimbursement for any funds contributed in response to cash calls from future rates, fees, and/or grants.
- Current and proposed cost shares are:

Agency	Cost Share
Santa Ynez River Water Conservation District	50%
City of Lompoc	25%
Vandenberg Village Community Services District	12.5%
Mission Hills Community Services District	12.5%

Alternatives Considered: None

Discussion: The attached Santa Ynez WMA Joint Powers Authority Cost Sharing and Reimbursement Agreement continues the cost-sharing outlined in 2018 and adds a provision for reimbursement. This agreement was endorsed by the JPA directors at their July 24, 2024 meeting and requires ratification by each member agency’s legislative body.

Attachment: Santa Ynez WMA Joint Powers Authority Cost Sharing and Reimbursement Agreement

**SANTA YNEZ WMA JOINT POWERS AUTHORITY
COST SHARING AND REIMBURSEMENT AGREEMENT**

This Cost Sharing and Reimbursement Agreement ("Agreement") is entered into on _____, 2024, by and among the below-listed members of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, a California Joint Powers Authority ("WMA"), located within the Santa Ynez River Valley Groundwater Basin ("Basin"), each a "Party" and collectively referred to as the "Parties":

Members:

1. City of Lompoc ("Lompoc")
2. Mission Hills Community Services District ("Mission Hills")
3. Vandenberg Village Community Services District ("Vandenberg")
4. Santa Ynez River Water Conservation District ("SYRWCD")
5. Santa Barbara County Water Agency ("Santa Barbara")

RECITALS:

WHEREAS, the Parties collectively have a shared interest in implementing a Groundwater Sustainability Plan ("GSP") covering a portion of the Basin to satisfy the requirements of the Sustainable Groundwater Management Act ("SGMA");

WHEREAS, the Parties have formed the WMA for the purpose of implementing the WMA GSP which has been previously adopted and approved by the California Department of Water Resources ("DWR") and sustainably manage the groundwater of lands within the boundaries of the WMA;

WHEREAS, the WMA, as a new entity, does not have an existing funding source as it has not yet completed a Proposition 218, or other process, legally required before implementing fees and charges;

WHEREAS, it is necessary for the Parties to engage the services of consultants to revise preform necessary rate studies, provide legal services, and otherwise implement the WMA GSP;

WHEREAS, pursuant to Section 14.2 of the WMA Joint Powers Agreement, the Parties have agreed to fund the WMA in the percentage stated to cover the costs to operate the WMA and retain the necessary consultants until such time as other funds are available;

WHEREAS, at the request of and pursuant to resolutions adopted by the governing bodies of the GSAs within the Basin, including the WMA, SYRWCD entered into Grant Agreement Number 4600015265 ("Grant") with DWR for the purpose of providing reimbursement funding pursuant to Proposition 68 to assist in financing implementation SGMA in the Basin;

WHEREAS, subject to a Subgrant Agreement between the WMA and other GSA's in the Basin, it is expected that certain costs born by the WMA will be reimbursed with Grant funds;

WHEREAS, the Parties acknowledge that sharing the costs associated with the operation of the WMA is beneficial and cost-effective;

WHEREAS, the Parties agree to share costs and be reimbursed for said costs pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS:

1. Cost Sharing: The Parties agree to collectively share costs associated with the operation of the WMA and hiring of consultants to accomplish the WMA's purpose until such time as other funding is available, as set forth in Article 14 of the WMA's Joint Powers Agreement, dated November 28, 2023. Specifically, the Parties contributions shall be as follows:

SYRWCD	50%
Lompoc	25%
Mission Hills	12.5%
Vandenberg	12.5%
Santa Barbara	0%

2. Cash Calls: Upon determination by the Board of Directors of the WMA that funding is needed, a cash call shall be made to the Parties, and each Party shall contribute the percentage set forth above to satisfy the full amount of the cash call. Payments will be made within thirty (30) days written notice to the Parties of the cash call and amount necessary. The Parties shall deposit their respective contributions with the WMA, which will serve as the custodian of the funds. Consultant invoices will be sent directly to the WMA who will facilitate the timely review and payment of invoices.

3. Accounting: WMA shall maintain accurate accounting records and other documentation pertaining to all monies concerning this Agreement. Such records and documentation shall be kept during the term of this Agreement, and for a period of three (3) years following payment of any invoice received. WMA shall make available to any requesting Party the accounting records pertaining to that requesting Party.

4. Grant Reimbursement: If it is determined any costs incurred and born by the WMA can be covered by existing grant funds, and such funds are received by the WMA, each Party shall be reimbursed in an amount equal to its proportionate contribution. The reimbursement shall be made directly to each Party by the WMA.

5. Amendments: This Agreement may only be amended in writing and signed by all Parties hereto.

6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Joint Ownership of Work Product:** All work product generated pursuant to this Agreement shall be jointly owned by the Parties so that each will have access and ability to utilize said work product.

8. **Execution in Parts or Counterparts:** This Agreement shall be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Electronic signatures shall be binding.

EXECUTION:

IN WITNESS WHEREOF, the Parties hereto have executed this Cost Sharing Agreement as of the date first above written.

CITY OF LOMPOC
A California Municipal Corporation
100 Civic Center Plaza
Lompoc, California 93438-8001

MISSION HILLS COMMUNITY SERVICES DISTRICT
1550 Burton Mesa Blvd.
Lompoc, California 93436

By: _____
(Print name) _____
(Title) _____
Date: _____

By: _____
(Print name) _____
(Title) _____
Date: _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
3745 Constellation Road
Lompoc, California 93436-1401

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
P.O. Box 719
Santa Ynez, CA 93460

By: _____
(Print name) _____
(Title) _____
Date: _____

By: _____
(Print name) _____
(Title) _____
Date: _____

(Signatures Continued on the Following Page)

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Steve Lavagnino, Chair, Board of Directors

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
EX OFFICIO CLERK OF THE BOARD
OF DIRECTORS OF THE SANTA BARBARA
COUNTY WATER AGENCY

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

BY: _____
Deputy

BY: _____
Deputy

APPROVE AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

RECOMMENDED FOR APPROVAL:
CHRIS SNEDDON
PUBLIC WORKS DIRECTOR

BY: _____
Deputy

BY: _____

APPROVE AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

BY: _____
Risk Manager

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.E

FROM: Cynthia Allen, General Manager 

DATE: December 6, 2024

SUBJECT: Flume Agreements

Recommendations:

- Approve the renewal agreement with Flume Water and authorize the Board President to sign.
- Approve the data sharing agreement with Flume Water and authorize the Board President to sign.

Policy Implications:

- The District began collecting water conservation in-lieu fees from developers in 1993 and a Water Conservation Program was established in 1996. The program was revised in 2007 and 2014.
- The Water Conservation Program is funded by in-lieu fees paid by developers and periodically supplemented with funds from the District's annual operating budget, grants, and other sources.
- The program requires that the Water/Wastewater Committee periodically review its effectiveness and recommend changes to the Board.
- In 2007, the Water Conservation Program established a water conservation in-lieu fee of \$4,300 per SFE.
- VVCSD Ordinance § 3.2.2 defines a single-family equivalent (SFE) as 16.77 hundred cubic feet (CCF) of water per month.
- VVCSD Ordinance § 1.4.1 requires agreements with external agencies to be approved by the Board and signed by the President.

- At the May 6, 2024 meeting, the board approved the agreement with Flume to add the Flume Smart Home Water Monitoring device to our Water Conservation Program.

Resource Impacts: The District maintains a separate water conservation fund with a balance of \$201,104 as of October 31, 2024.

Alternative Considered: None

Discussion:

Flume Water Monitoring Participation Agreement – In May, the Board of Directors approved the agreement with Flume and authorized the allocation of 100 Flume devices. Under the agreement with Flume, the customer orders the device directly from the company. The customer pays a portion of the purchase price for the device (\$75 to \$100 depending on the promotion available at the time of purchase). Once the device is installed, the customer receives a \$25 credit from Flume. VVCSD pays the remainder of the cost for the device. As of November, 74 devices have been purchased by Vandenberg Village residents and the District has paid \$12,273.41 to date. The total includes payment for the utility portal for 100 devices through June 1, 2025. The agreement renewal allows VVCSD to continue to monitor the Flume devices through the utility portal.

Flume Data Sharing Agreement – Flume has been awarded a contract by the California Department of Water Resources (DWR) to prepare a state-wide, residential end-use study to assist the department in complying with Senate Bill 1157 (Hertzberg, 2022) and resulting California Water Code Section 10609.4b to quantify the benefits and impacts associated with the new indoor residential water use standard in California Water Code Section 10609.4(a): 55 Gallons per Capita Per Day (GPCD) through January 1, 2025; 47 GPCD from January 1, 2025 to January 1, 2030; and 42 GPCD beginning January 1, 2030. Flume has invited VVCSD to participate in the study. The data requested by the study does not include data that would not be released under the Public Records Act.

Attachment:

1. Flume Water Monitoring Participation Agreement
2. Flume Data Sharing Agreement
3. Flume Data Request

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
FLUME WATER MONITORING PARTICIPATION AGREEMENT

This Water Monitoring Program Participation Agreement (the "Agreement") is entered into effective on January 1, 2025 ("Effective Date"), by and between Vandenberg Village Community Services District ("Vandenberg") and Flume, Inc., a vendor of a smart water system utilizing a smartphone application for real-time water monitoring ("Flume") each individually a "Party" and collectively, the "Parties").

WHEREAS, Flume has developed the Flume™ Smart Water System that allows the consumers of water to monitor water use in real time and to detect leaks; and

WHEREAS, Vandenberg has developed a Water Monitoring Program (the "Program"), whereby its eligible customers receive a coupon or rebate that can be redeemed at Flume for certain selected products or services, thereby monitoring and reducing overall water use; and

WHEREAS, Vandenberg customers will authorize Vandenberg to receive data to assess overall customer use of water.

NOW THEREFORE, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the Parties agree as follows:

1. TERM

Subject to the early termination provisions provided for herein, the term of this Agreement shall commence on the Effective Date hereof and continue until terminated by either Party.

2. PROGRAM TERMS

Vandenberg will offer to its qualified customers a coupon or a rebate for the purchase of qualified Flume products. Vandenberg and Flume hereby agree that the product described in **Exhibit A** attached hereto, shall be offered as part of the product program set forth in **Exhibit B** attached hereto.

3. DESIGNATED REPRESENTATIVES

Vandenberg's initial representative for this Agreement is Cynthia Allen - GM. Flume's initial representative for this Agreement is Joe Fazio - GM, Utility & Business Solutions. Flume will be expected to have a contact person available during regular business hours to facilitate communication between Vandenberg and Flume. Regular business hours are Monday through Friday from 8:00 am to 5:00 pm Pacific Time. Flume support can be reached via E-Mail at support@flumewater.com or via chat from within the Flume app or at flumewater.com.

4. RELEASE OF Vandenberg

Flume hereby expressly releases Vandenberg from any and all liability to Flume resulting from any damages, including punitive, special, indirect, or consequential damages, arising from Flume's performance of its obligations under this Agreement, including but not limited to: (a) claims for damages because of bodily injury, sickness, or disease of Flume's employees and agents or by those of any supplier or by anyone indirectly

employed by any of them; (b) claims for damages to or destruction of tangible property of others, including loss of use thereof; (c) claims for damages regarding defects or repairs of any Flume product; and (d) actions of any Vandenberg customer, including without limitation, failure to pay or damage to any Flume products.

5. INDEMNIFICATION AND INSURANCE

FLUME AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Vandenberg, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY, PENALTIES AND COSTS OR DAMAGES INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS FEES, EXPERT WITNESS FEES, AND DAMAGES FOR INJURY, DEATH OR PROPERTY DAMAGE SUSTAINED BY ANY ENTITY, PERSON OR PERSONS ARISING DIRECTLY OUT OF THE PERFORMANCE UNDER THIS AGREEMENT BY FLUME, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES OR FLUME'S BREACH OF THIS CONTRACT. PRIOR TO EXECUTION OF THIS AGREEMENT, FLUME SHALL PROVIDE INSURANCE COVERAGE DOCUMENTATION IN AMOUNT AND SCOPE SATISFACTORY TO Vandenberg IN WRITING AS DETERMINED BY Vandenberg IN ITS SOLE DISCRETION. FLUME SHALL ADD Vandenberg AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICIES, AND FLUME SHALL PROVIDE Vandenberg WITH CERTIFICATES OF INSURANCE AND INSURANCE ENDORSEMENTS IN A FORM ACCEPTABLE TO Vandenberg.

6. NOTICES

Notices to the Parties under this Agreement shall be given in writing (except a Party may provide notice solely by telephone in the case of an emergency) via certified mail, or email to the following addresses, and notices shall be effective pursuant to Section 17:

Vandenberg Village Community Services District

Name: Cynthia Allen
Title: General Manager
Address: 3745 Constellation Road
City, State, Zip: Lompoc, CA 93436
Email: callen@vvcasd.org
Phone: (805) 733-3417

Flume

Joe Fazio
GM, Utility & Business Solutions
75 Higuera Street, Suite 120
San Luis Obispo, CA 93401
Email: joe@flumewater.com
Phone: (805) 705-2590

7. NOTICE OF TERMINATION

This Agreement may be terminated at any time by either Party, provided that written notice of termination is given at least thirty (30) days in advance of the intended date of termination. Flume must submit all outstanding invoices for Water Monitoring Coupons or rebates within sixty (60) days following the effective date of termination.

8. RIGHT TO AUDIT

Vandenberg has the right to audit, at Vandenberg's expense, Flume records and all supporting documentation upon reasonable advance notice and during regular business hours for the purposes of compliance with this Agreement for three (3) years following the expiration or earlier termination of this Agreement.

9. ASSIGNMENT

Flume shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of Vandenberg, which may be withheld or conditioned in Vandenberg's sole discretion.

10. NO JOINT VENTURE, AGENCY

In no event will Flume hold itself out as, act as or be an agent of Vandenberg. This Agreement is not intended to and shall not result in a partnership or joint venture between the Parties. Vandenberg and Flume are entering into this Agreement solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their permitted assigns. Flume represents and warrants that Flume customarily

engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.

11. COMPLIANCE WITH LAWS

Flume will fully comply with all appropriate local, state and federal laws, regulations and ordinances governing the acquisition of materials and performance of contractual Services required hereunder, in accordance with the highest standards of professional care expected by a vendor with expertise in the subject matter of this Agreement.

12. DISPUTE RESOLUTION

In the event a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement or any matter pertaining to transactions contemplated by this Agreement, the aggrieved Party shall notify the other Party in writing of the nature of the dispute within 30 (30) days after such dispute arises. If the matter cannot be resolved informally within thirty (30) days, the dispute shall be referred to a meeting between a designated officer of each Party not otherwise involved in the administration of this Agreement. This meeting shall occur within thirty (30) days of the referral. If the Parties are unable to resolve the dispute within fifteen (15) days after the meeting has occurred or if the meeting does not occur, then, without waiving any defenses or immunities that may be available to a Party, each Party shall have the right to pursue any and all remedies available at law or in equity.

13. GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of the United States and the State of California as applicable without giving effect to the principles of conflicts of law thereof, and shall, to the maximum extent practicable, be deemed to call for performance in San Luis Obispo County, California. Vandenberg and Flume expressly consent to the court of competent jurisdiction in the state and federal courts of California, San Luis Obispo County.

14. FURTHER ACTIONS

The Parties hereto agree to execute, acknowledge and deliver such further documents as may be necessary or proper to carry out the purpose and intent of this Agreement.

15. ENTIRE CONTRACT

This Agreement, including the schedules, exhibits and addenda referred to in this Agreement, which are incorporated in and constitute a part of this Agreement, contains the entire Agreement of the Parties hereto and supersedes all prior oral or written agreements, negotiations, representations and understandings with

respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.

16. WAIVER

Any waiver at any time by either Party with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

17. NOTICES/APPROVALS

All notices and approvals by either Party that are required under this Agreement, including invoices, must be in writing unless other means are specifically permitted, and must be signed by the person authorized to give such approvals and make such contracts for that Party. The persons authorized to give such notices and approvals and to make such contracts for the Parties shall, until changed as hereinafter provided, be as set forth in section 7 above. Each Party shall have the right at any time to change the person authorized to give such approvals and make such contracts by giving at least fifteen (15) days written notice

to the other Party. When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by e-mail transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the e-mail transmission.

18. FORCE MAJEURE

This Agreement shall be subject to all applicable federal, state and county and municipal laws, executive orders, ordinances, rules, regulations and acts, and this Agreement shall not be terminated, in whole or in part, nor shall the Parties hereto be held liable in damages, for failure to comply therewith, if compliance is prevented due to force majeure. The term "force majeure" as used herein shall mean: any act of God, including but not limited to, storms, floods, washouts, earthquakes, landslides, fires and lightning; acts of the public enemy; wars, blockage, insurrections, riots or other public disorders; lockouts, strikes or other labor disturbances, epidemics or quarantine regulations, freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, fuel, service or material not the fault of the Parties; breakdown or failure of Parties' equipment; interference by a governmental entity; or any other event or condition beyond the reasonable control of

the Parties. Flume will provide notice to Vandenberg immediately upon becoming aware of any condition that adversely affects the ability of Flume to perform its obligations under this Agreement.

19. SEVERABILITY

Should any part, paragraph, sentence, phrase, clause, or word of this Agreement for any reason be held illegal, inoperative, or invalid or if any exception to or limitation upon any general provision herein contained be held to be

invalid or ineffective, the remainder shall nevertheless stand effective and valid as if this Agreement had been executed without the portion held to be invalid or ineffective.

20. JOINT PREPARATION

The Parties shall be deemed to have jointly prepared this Agreement and no ambiguity herein shall be construed by or for or against any Party based on the identity of the author of this Agreement or any portion herein.

21. HEADINGS

The headings appearing in this Agreement are inserted merely to facilitate reference and are not to be considered a part of this Agreement and in no way shall they affect the interpretation of any of the provisions of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement. The individuals executing this Agreement each represent and warrant to the other Party that he/she has full authority to execute this Agreement on behalf of his/her respective Party.

23. EXHIBITS

The following exhibits are hereby incorporated in this Agreement and any changes made thereto shall be in a new updated Exhibit signed by authorized representatives of the Parties with a reference stating that the exhibit is subject to the terms and conditions of this Agreement:

Exhibit A – Flume Product

Exhibit B – The Vandenberg Program

IN WITNESS WHEREOF the Parties hereto have respectively caused this Agreement to be duly executed by the undersigned duly authorized representatives.

Vandenberg Village Community Services District

FLUME, INC.

By _____
(Signature)

(Print/Type Name)
Title Board President

By _____
(Signature)
Joe Fazio
(Print/Type Name)
Title: GM, Utility & Business Solutions

EXHIBIT A: FLUME PRODUCT

Description of Flume™ Products and Flume™ Services for Water Monitoring:

The Flume™ Smart Water System enables homeowners to detect leaks and monitor water usage in real time across their entire property, both indoors and out. With Flume, homeowners gain unprecedented understanding of their water use, helping them conserve water, save money and protect their home from costly leaks.

The Flume Smart Water System includes:

- The **Flume Water Sensor** simply straps onto an existing meter and measures flow rate to a tested accuracy of 99.9%.
- The **Flume WiFi Bridge** plugs into a power outlet and connects to a home WiFi network. It receives the signal from the Flume Water Sensor and sends this data securely into the cloud.
- The **Flume App** runs on an iOS or Android smartphone and accesses real-time water usage data from the cloud. It shows usage in real time right down to the minute, notifies users of existing leaks, and sends alerts when abnormal usage is detected.

How It Works

When water flows through a water meter, a magnetic disc spins inside of the meter. The rate at which this disc spins correlates directly to a water flow rate. The Flume Water Sensor measures this magnetic field from the meter and sends this information using Radio Frequency (RF) to the Flume Bridge.

The Flume Application

Water usage information is securely processed by the Flume Platform which delivers entire-property insights about customer's water usage via the Flume App. Machine learning is employed to detect abnormal water usage and leaks, even when users are away from their homes.

Flume application features:

- Basic Historical Usage Data (Month, Year)
- Monthly Budgets
- Last 24 hour usage viewing
- Flume Smart Leak Alerts
- Current Water Status (Whether water is running or not)
- Emergency Contacts (Set up leak notifications to go to friends/family when you are gone)
- Comparison Metrics for similar homes/properties
- Dedicated Support (Real time chat with help and leak assistance)
- Daily & Weekly Budgets
- Custom Leak Alerts (Set up any leak rules to match your specific home)
- Detailed Historical Usage Data (Hour, Minute)
- Real Time GPM
- Shared Access (Share access with friends, family, gardeners, plumbers)
- 15% off of Angi Plumbing Services

- Indoor v Outdoor Usage
- Integrations: Personal API Access, Orbit Integration, Alexa, Google

The Utility Platform

Flume can provide access to a utility dashboard that provides customer-specific water use information for customers who have purchased a device through the utility program. This dashboard displays customer specific information on all water users, including address, leaks, top water users, and more.

Support

The Flume Customer Support Team offers best-in-class service and support which is available between 7AM and 7PM PT on weekdays and 8AM to 5PM PT on weekends. Customers may contact the Flume Support Team at support@flumewater.com or through the chat feature built into the Flume App.

EXHIBIT B: VANDENBERG PROGRAM

- Vandenberg and Flume will jointly market this rebate program to Vandenberg's customer base.
- Customers will be directed to flumewater.com/vandenberg to purchase their discounted Flume Smart Water Systems.
- Vandenberg Customers will pay \$100+tax+shipping (normally \$249) for each Flume system at checkout.
- A portion of the device cost will be subsidized by Vandenberg.
- Flume will ship the systems directly to the customers to the address they provide.
- Customers will install their own devices when they are received.
- If customers have any questions or problems with their systems, they will contact Flume for support.
- Once the customer installs their device, Flume will refund \$25 back to the customer's credit card.

Vandenberg's Responsibilities

- Vandenberg agrees to market this program to its customer base. Emails are the most effective way to market this program. Flume can provide sample content for these emails, and will share best practices for maximizing the effectiveness of this email campaign. Expect to sell 25 Flume systems for each 1000 emails sent.
- Vandenberg may also market the Flume system to its customer base using other means, such as: traditional mail, social media, Vandenberg's website, newspaper articles, press releases, bill inserts, newsletters, etc.
- Vandenberg is hereby licensed to use Flume trademarks in association with such advertising provided trademarks are acknowledged in fine print as follows: "Flume and FlumeWater are registered trademarks of Flume, Inc. in the United States." Flume may review such advertising and make suggestions for minor changes. If Flume determines that advertising will adversely impact its trademarks, Flume may retract Vandenberg's right to use such trademarks.
- Vandenberg will direct their customers to flumewater.com/vandenberg to purchase discounted Flume systems.
- Vandenberg will reimburse Flume for each system sold through the above site (see schedule below).

Flume Responsibilities

- Flume will set up and administer a co-branded website at flumewater.com/vandenberg. Vandenberg customers will be directed to this site where they can purchase their discounted Flume systems.
- Before the launch of this program, Flume will host periodic meetings with Vandenberg regarding the design of the site and any other program related details.
- Flume will provide all customer support for the end-user customers between 7AM and 7PM PT on weekdays and between 8AM and 5PM PT on weekends. Customers may contact Flume Support at support@flumewater.com or through the chat feature built into the Flume app.
- Flume will do its best to verify any suspicious orders with Vandenberg before they are fulfilled. This will help prevent non-Vandenberg customers from ordering systems through this special site.
- Once verified, Flume will ship systems directly to the customers.
- Flume will provide a no-cost return option for customers that are not able to install their systems after contacting Flume support.
- Flume will provide Vandenberg with a complete list of their customers that have a Flume system upon request.
- Flume shall notify Vandenberg in advance of any events held by Flume concerning the Program and will allow participation by Vandenberg when appropriate.
- Flume will invoice Vandenberg as defined below in the "Program Pricing" section.

- Once the customer installs their device, Flume will refund \$25 back to the customer’s credit card.

Customer Responsibilities

- During the purchase of their Flume system, customers will agree to a Participant Agreement that Vandenberg will approve in writing. Among other things, this Participant agreement will authorize Flume to share customer water usage data with Vandenberg.
- Customers will be responsible for installing their Flume systems. Flume will provide customer support if there are any questions or problems.
- The customer will agree to the Flume End User License Agreement (EULA) when they install the Flume app. This EULA can be found at: <https://flumewater.com/eula/>
- The customer will agree to the Flume Privacy Policy when they install the Flume app. This Privacy Policy can be found at: <https://flumewater.com/privacy-policy/>

Scope and Timing

- This program was previously launched and will continue through 2025..

Program Pricing

Setup Costs

There is normally a \$2,500 setup fee for this program. This covers our expenses for project management, custom landing page (flumewater.com/vandenberg), marketing support, etc. However, Flume will discount this fee to \$1000 as long as Vandenberg agrees to market this program through an email campaign to their customers.

Rebate Program

Vandenberg will provide a \$130 + tax subsidy for each Flume sold. The customer will pay \$100 + tax + shipping at checkout. Once installed, Flume will refund \$25 to the customer’s credit card as an added incentive. After all rebates, the customer’s out-of-pocket cost will be \$75 + tax + shipping.

	Vandenberg Subsidy	Customer Pays	Flume refunds Customer after Install
Flume Device	\$130 + tax	\$100 + tax + shipping	\$25

Flume will invoice Vandenberg at the end of each month for any devices sold during that month. So, for instance, if 50 devices are sold during the month, Flume will invoice Vandenberg for 50 subsidies at the end of that month.

*This pricing is only valid for devices sold between January 1, 2025 and December 31, 2025.

Utility Portal

The Flume Utility Platform is designed to make the most of Vandenberg's network of Flume devices by alerting efficiency and/or customer service teams to leaks and high water use, while at the same time giving detailed insights on aggregate use across the service area. The utility platform also allows for easy administration of the rebate program.

The cost of the Flume utility portal is \$1188 per year for up to 100 Flume devices. After that, the cost is \$0.99 per Flume device per month. Vandenberg has paid for the utility portal for 100 devices through June 1 2025.

End Use Study

Flume can provide Vandenberg with an optional, comprehensive End Use Analysis report that analyzes the following:

- Average indoor/outdoor GPCD
- Irrigation trends (and how they relate to weather)
- How these key consumption metrics compare with neighboring metro areas
- How home value, home size, home age and lot size affect water consumption
- Demographics of Flume users (based on home value, home age and lot size)
- Analysis of Leakage (flow rate, duration, and frequency)
- Water consumption by fixture (toilets, showers, irrigation, etc.)

This analysis will include all Flume devices installed throughout Vandenberg, not just those that were purchased through this program. If interested, Flume can provide a detailed proposal.

Contact Information

Katie Frick
Katie@flumewater.com
(810) 845-2826

Joe Fazio
joe@flumewater.com
(805) 705-2590

This Data Sharing Agreement, together with any exhibits (the “**Agreement**”) is entered into by and between Flume, Inc., with offices located at 75 Higuera Street, Suite 120, San Luis Obispo, CA 93401 (“**Flume**”) and Vandenberg Village Community Services District (“**Participant**”) (individually, a “**Party**” and collectively, the “**Parties**”) as of December 6, 2024 (“**Effective Date**”). This Agreement governs Flume’s access to, and use of, **Participant Data** (defined below), for the performance of the Services (see below)(the “**Purpose**”).

WHEREAS: Participant requests technical and/or professional services to be performed by Flume, generally described as residential water usage tracking, analyzing water usage, and creating reports therefrom, as further described in Exhibit A, attached hereto and by this reference incorporated herein (the “**Services**”). Flume agrees to perform the Services as described in Exhibit A and any subsequent Exhibit A designated as Exhibit A-2; A-3 (etc.) signed by authorized representatives of both Parties.

WHEREAS: The Parties intend by this Agreement to establish the terms and conditions under which Flume will perform the Services.

NOW THEREFORE: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

1.1 Flume Data. Flume Data is the property solely of Flume derived from its products and can be used by Flume for anything whatsoever.

1.2 Participant Data. Participant Data is the usage data that Participant delivers to Flume pursuant to this Agreement. Participant will initially provide Flume with billing data for water use but may also provide Flume with property, weather, or other datasets that Flume may use. Participant Data will be stored separately from Flume Data in its own database and will be traced from receipt to load; to use within Flume systems; to output in the form of a final Flume deliverable. Flume may use the Participant Data for any of the following:

- Providing the Services in Exhibit A (attached hereto);
- Providing a report back to the Participant. This information will be in the form of licensed online dashboard or web software to which only the Participant will have access; and/or
- Using Participant Data internally in an anonymized, aggregate form to help improve Flume’s products and services (such as training algorithms, machine learning, and models).

1.3 Aggregated Data. Aggregated Data will be organized into data sets created by Flume by using anonymized Participant Data in combination with other data, in association with machine learning allowing data to be organized in multiple ways that are useful to the recipients. Aggregated Data will never contain Personally Identifiable Information (PII).

Flume may use the Aggregated Data for any of the following:

- Providing the Services in Exhibit A (attached hereto);
- Using Aggregated Data in combination with other datasets.
- Using the Aggregated Data in combination with Flume Data to develop Derivative Works.

1.4 Derivative Works. Derivative Works are products and services created by Flume by using Aggregated Data in combination with Flume Data and anonymized data of third parties, in association with machine learning.

2. Data Licenses.

2.1 Flume Use of Participant Data and Use of Aggregated Data.

Subject to the terms of this Agreement, Participant hereby grants to Flume the non-exclusive, worldwide, perpetual, and royalty-free licenses and rights to:

- (a) access, download, use, reproduce, and modify Participant Data and to derive aggregated and anonymized data from Participant Data to create Aggregated Data in connection with the Purpose; and
- (b) use anonymized Aggregated Data in combination with Flume Data in Flume Derivative Works.

3. Ownership.

3.1 Participant Property. As between the Parties, Participant owns and retains all right, title, and interest in and to the Participant Data, and the Participant Data is the exclusive property of Participant. Except for the licenses granted hereunder, Participant does not by means of this Agreement or otherwise transfer any rights to Flume. Participant reserves the right to terminate

Flume's future ability to use future Participant Data by providing written notice to Flume pursuant to Section 5 (Term).

3.2 Flume Property. As between the Parties, Flume owns and retains all right, title, and interest in and to all Flume Data, Flume products and services, Flume intellectual property, anonymized Aggregated Data, and Flume Derivative Works. Except for a license to use Aggregated Data and/or Derivative Works, Flume does not by means of this Agreement transfer any rights in Flume Property to Participant.

4. Confidentiality and Nondisclosure. Each party recognizes that its directors, officers, employees and authorized representatives such as attorneys and accountants, may obtain knowledge of trade secrets, customer lists, membership lists and other confidential information of the other party which is valuable, proprietary, special or unique to the continued business of that party ("Confidential Information"). Accordingly, each Party hereto agrees to hold such Confidential Information in confidence, not to disclose any such Confidential Information, and to use its best efforts to ensure that such Confidential Information is held in confidence by its officers, directors, employees, representatives and others over whom it exercises control for five years after the termination of this Agreement or after the Confidential Information is no longer confidential, whichever is longer. Participant's list of customer End Users, if provided to Flume, is the Confidential Information of Participant. Confidential Information shall not include information which (i) becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure; (iii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (iv) is lawfully disclosed hereafter to the receiving party, without restriction. This provision shall survive termination of this Agreement. If a prior Nondisclosure Agreement ("NDA") between the Parties is in effect, it shall be attached hereto as Exhibit B. If no Prior NDA exists, the Parties may enter into a New NDA or choose to accept only this Section 4. In the event of a conflict between this Section 4 and an Ex. B NDA, the terms of the Ex. B NDA shall prevail.

5. Term. The term of this Agreement will commence on the Effective Date and will

continue for a period of one year after which it will renew automatically for additional one-year terms. Either Party may terminate this Agreement by providing written notice to the other Party at least six months prior to any anniversary of the Effective Date of this Agreement. Termination will be six months from delivery of such notice with valid return receipt or proof of delivery by an express mail or delivery service. Upon termination, Flume shall no longer have access to Participant Data. Aggregated Data and Derivative Works shall not be impacted by termination of this Agreement.

6. Disclaimer of Warranties. Flume understands and agrees that it is possible that errors and omissions will occur in data input or programming done by Participant to provide Participant Data in the form desired by Flume. Flume further understands and agrees Participant Data may not meet Flume's standards as to accuracy or completeness. Flume understands and agrees that Participant makes no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition or fitness for a particular purpose of the Participant Data and that Participant is providing the Participant Data to Flume in an "as is" condition.

7. Indemnity and Limitation of Liability. Notwithstanding the disclaimer of warranties above, Participant shall indemnify, hold harmless, release and defend Flume, its officers, agents and employees from and against any and all actions, claims, damages, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including Participant, arising out of or in connection with: (i) Participant's provision of Participant Data to Flume; (ii) Participant's breach of this Agreement; (iii) Participant's breach of a third party's rights, including intellectual property rights; (iv) Participant's violation of applicable law, including data privacy laws; and (v) Participant's use of any deliverables provided to Participant by Flume based on Participant Data, in connection with the Purpose. FLUME WILL NOT BE LIABLE TO PARTICIPANT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF FLUME HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH

DAMAGES AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL FLUME’S COLLECTIVE LIABILITY TO PARTICIPANT FOR ANY AND ALL DAMAGES, INJURIES AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED \$10,000.

8. Miscellaneous. This Agreement constitutes the entire agreement between Flume and Participant with respect to the subject matter hereof. This Agreement will be governed by the laws of the State of California without regard to the conflict of laws principles. This Agreement may not be assigned, except in connection with a merger, acquisition, or sale of all or substantially all of the assigning Party’s assets. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. This Agreement may be executed in multiple counterparts. Exhibits A (Services) and B (Nondisclosure Agreement)(if attached) by this reference are hereby incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives set forth below:

Vandenberg Village Community Services District (“Participant”)

Flume, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: Board President

Title: _____

Date: December 6, 2024

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES AND RESPONSIBILITIES

Participant Responsibilities:

Participant will provide Flume with at least the following data sets (“Data”):

- 3-5 years of billed consumption data for active single-family residential properties
- 3-5 years of billed consumption data for active multi-family residential properties
- Other household data that may be available (such as individual property data, number of residents per home, etc.)

Participant confirms that it has the right and authority to make the in-kind contribution of assistance and data further described in this Agreement, and Participant authorizes Flume and **California Department of Water Resources** (“DWR” or “Study Sponsor”) to use and publish the data, and the survey outreach to Participant’s customers (if applicable). Participant further confirms that these authorizations do not and will not violate any rights of Participant’s customers or rights of third parties. Participants understand that the data collected by Flume will be anonymized and aggregated with data from other utilities and third parties and that the final Aggregated database is intended to be a searchable tool and resource for DWR’s constituents.

Flume Responsibilities:

Flume will analyze, anonymize and aggregate the Data at a regional and/or state level for the final study report for the Study Sponsor to be provided as Aggregated Data. The Aggregated Data will then be included in a report that will be delivered to the California Department of Water Resources (DWR) in a report. No personally identifiable information will be included in this final deliverable to DWR.

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to be executed by their duly authorized representatives set forth below:

Vandenberg Village Community Services District
(“Participant”)

Flume, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: Board President

Title: _____

Date: December 6, 2024

Date: _____

EXHIBIT B
FLUME NONDISCLOSURE AGREEMENT
(OR ATTACHED NDA)

If no NDA is attached as part of this Exhibit B, the following language shall be an addendum to Section 4 of this Agreement. If a NDA is attached as part of this Exhibit B, the Parties hereby agree to amend the attached NDA by adding the following section:

Participant Review of Flume’s Proposed Research Results for Publication

The Study Sponsor identified in any Exhibit A may have its own review process prior to publication of a final report. If there is no review process, the Participant may request the following process:

Participant acknowledges and agrees that Flume's fundamental interest in collaborating with Participant and performing the research under this Agreement shall be Flume's right to first publish the research results for scientific purposes. Flume shall submit any final research report it proposes for publication to Participant at least 30 days prior to the submission of such report for publication (the "Review Period").

Flume shall make every attempt to collaborate with the Participant to ensure findings from research are represented accurately and include enough relevant detail to provide context in which the reader can easily understand the research results. If the Participant determines that modifications are necessary in the research report, it shall notify Flume of its determination no later than 15 days after submission of the report to the Participant. If Flume disputes the Participant's determination, the Parties shall meet and confer in good faith in an attempt to resolve the dispute no later than 15 days after Flume's receipt of the notice described in the previous sentence. If the dispute is not resolved at or after the meeting between the Parties, Flume may publish the research results report, but the publication must include a statement prepared by the Participant outlining the Participant's points of disagreement with the research results.

If the Participant identifies any Confidential Information (as defined in Section 4 of this Agreement) in the proposed research results publication, Participant shall notify Flume during the applicable Review Period and shall specifically identify the Confidential Information within the proposed research results publication. Flume shall delete any such Confidential Information identified by the Participant from the proposed publication.

In the event of a conflict between the NDA, which is attached hereto as Exhibit B, and incorporated herein by this reference, and the terms of this amending language, the terms in this amending language shall control and all terms not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Exhibit b to be executed by their duly authorized representatives set forth below:

Vandenberg Village Community Services District
("Participant")

Flume, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: Board President

Title: _____

Date: December 6, 2024

Date: _____

Flume Data Request

For Flume DWR Analysis

Overview

For each utility participant we are seeking the following datasets:

- Water consumption data for single-family and multi-family properties from January 2019 to present. We will ask for the balance of the 2024 data in early 2025.
- Property information for each property provided in the water consumption dataset.
- Any weather data utilized by your utility. Should this data be unavailable, we would appreciate information about any accurate weather stations in proximity to the utility.
- A data dictionary of all provided columns and descriptions of each.

Although Flume is requesting property level data, this sensitive data will only be used by Flume for internal analysis. As a part of our analysis, Flume will augment the data set that you provide with other property level data such as lot size, home size, home value, number of residents and weather data. Once our analysis is complete, we will aggregate and anonymize the data before it appears in any publicly available reports.

Flume aims to simplify the process for utility participants to submit the necessary data for the study. Flume can manage the data in any format, whether it's sent in one file or multiple files. We encourage direct exports from the original source to maintain the integrity of the raw data. Flume is capable of processing supplementary datasets and efficiently eliminating irrelevant data. For instance, if exporting all consumption data, including commercial, is more convenient, Flume can manage it effectively provided the property types are distinctly labeled within the data.

To expedite the data ingestion process, we require utilities to provide a data dictionary (name, description) for each data field included in the files they send.

Once the utility is ready, Flume will send out a secure upload link via Box.

Additionally, we will ask for the following information in a survey later this summer:

- Current water rates and rate structure
- Example of a residential water bill
- Total number of service connections in system
- Annual system production for 1999 - 2023
- Drought status for each year 1999 - 2023 (were drought restrictions in place?)
- Summary of water sources
- Annual water conservation program budget and staffing

- Conservation measures implemented annually by the water utility
- Copy of current water conservation/efficiency plan (if applicable)
- Summary of water loss control activities (M36 water audit?)

Detailed Description of the Datasets

Consumption Data

Time Period

January 2019 - Present

Example of Expected Fields

- Unique ID
- Start of period
- End of period
- Amount of water usage

Optional Fields

- Total billed per period

Description

Flume can accommodate any data format the utility uses for billing, whether the consumption data is bi-monthly, monthly, or varies seasonally. We will need to understand how the data is structured and be informed of any potential issues.

The unique ID should represent the property and remain consistent regardless of changes to the meter or alterations in the bill payer's identity. The name of this ID varies across utilities and may be referred to as Service ID, Meter ID, Property ID, among others.

Example Data

Service ID	Start of Period	End of Period	Amount of Water Usage
1	1/1/2019	1/31/2019	1000
1	2/1/2019	2/28/2019	2000
1	3/1/2019	3/31/2019	2500

...
1	5/1/2024	5/31/2024	2250
2	1/1/2019	1/31/2019	1250
2	2/1/2019	2/28/2019	1540
...

Data Dictionary

Name of Field	Description
Service ID	Meter ID
Start of period	The date when the measurement period begins
End of Period	The date when the measurement period ends
Amount of water usage	The total amount of water used during the measurement period in gallons (or whatever units you prefer).

Property Data

Description

Please provide property information for each property provided in the water consumption dataset.

Required Fields

- Unique ID
- APN
- Building Type
 - Single Family
 - Multi Family
- House Number
- Street Name
- City
- State
- Postal Code

- # of units behind the meter (multi-family only)

Optional Fields

- Any other property information that is available such as lot size, building area, irrigable area, number of bedrooms/bathrooms, number of residents, meter size, meter brand, meter model, tap size.

Example Data

Service ID	APN	House Number	Street Name	City	State	Postal Code	Building Description	Meter Size	Lot Size	Units behind Meter
1	330-209-11	123	Main St.	Hollister	CA	95023	Single Family	3/4	5000	
50	450-23-22	456	Spring St.	Hollister	CA	95023	Multi Family	2	57,023	10

Data Dictionary

Field Name	Description
Service ID	Meter ID
APN	Assessor's Parcel Number, a unique identifier assigned to each property in the tax assessor's office.
House Number	The number assigned to a building on a street
Street Name	The name of the street on which the building is located
City	The city in which the building is located
State	The state in which the building is located
Postal Code	The ZIP code in which the building is located
Meter Size	The size of the meter in inches
Building Description	The type of building, such as Single Family or Multi Family
Lot Size	The size of the property on which the building is located

Units Behind Meter	For multi-family units only. The number of units behind the master meter.
--------------------	---

Weather Data (If Available)

Description

Many utilities maintain their own weather station(s) and data. If this is the case, this data would be very helpful for our analysis . Should this data be unavailable, we would appreciate information about any accurate weather stations in proximity to the utility.

Time Period

January 2019 - Present

Expected Fields

- Date
- Weather Station ID (optional)
- Precipitation
- Temperature
- Evapotranspiration Rate

Optional Fields

- Any other useful fields that are collected

Example Data

Date	Weather Station ID	Precipitation	Temperature	Evapotranspiration Rate
1/1/2019	001	0.5	65	.1
1/2/2019	001	0	67	.1
1/3/2019	001	0	68.5	.05
...

Data Dictionary

Field Name	Description
------------	-------------

Date	The date of the weather data
Weather Station ID (optional)	Unique identifier for the weather station that collected the data. Station ids are from NOAA
Precipitation	The amount of rainfall on the given day
Temperature	The average temperature on the given day
Evapotranspiration Rate (ET)	The rate at which water is transferred from the land to the atmosphere by evaporation from the soil and other surfaces and by transpiration from plants

Data Formatting

Flume can accept most common data formats (e.g., Excel, CSV), but we strongly prefer the data to be provided in a simple and clean format:

1. The **first row** should contain the column headers (i.e., the names of each data field).
2. **Starting from the second row**, each subsequent row should contain the corresponding data values.
3. Please **omit** any additional rows, sheets, graphs, or embedded formulas.

This format helps ensure smooth and efficient processing of the data.

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors

ITEM: 8.F

FROM: Cynthia Allen, General Manager 

DATE: December 6, 2024

SUBJECT: Meeting Day and Time

Recommendations: Discuss options for the regular meeting day and time.

Policy Implications:

- California Government Code § 54954 requires the Board of Directors to set a time and place for holding regular meetings by ordinance or resolution.
- VVCSD Ordinance § 1.2.1 directs the Board of Directors to set the regular meeting time by resolution.
- VVCSD Resolution 150-01 adopted March 1, 2001 sets the regular meeting day and time to the first Tuesday of each month at 7:00 p.m.

Resource Impacts: None

Alternative Considered: None

Discussion: Since its first meeting on November 30, 1983, VVCSD has held its regular meetings at different times and days as was convenient for the elected officials at that time. The current meeting day and time of the first Tuesday of each month at 7:00 p.m. was adopted on March 1, 2001.

Attachment: Resolution 150-01

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road • Vandenberg Village • Lompoc, CA 93436
Telephone: (805) 733-2475 • Fax: (805) 733-2109



"Pride in Community Service"

<http://www.impulse.net/~vvczd>
vvczd@impulse.net

Resolution No. 150-01 March 1, 2001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT FIXING THE TIME FOR THE REGULAR MEETINGS OF THE BOARD OF DIRECTORS OF THE VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

WHEREAS, the Board of Directors of the Vandenberg Village Community Services District amended Ordinance No 1-97 deleting the time fixed for the regular meetings of the Board of Directors,

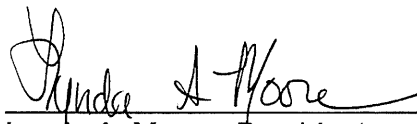
WHEREAS, the Board of Directors of the Vandenberg Village Community Services District desires to set the time of the regular meetings by this Resolution,

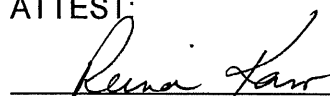
NOW, THEREFORE BE IT RESOLVED, that the Regular Meetings of the Board of Directors of the Vandenberg Village Community Services District shall be held on the first Tuesday of each and every calendar month at 7:00 o'clock p.m. with the exceptions for holidays as provided by Ordinance pertaining to Regular Meetings.

BE IT FURTHER RESOLVED that this resolution rescinds and replaces Resolution No. 149-01.

PASSED AND ADOPTED by the Board of Directors of the Vandenberg Village Community Services District this 1st day of March, 2001 upon motion by Director Rowland, seconded by Director Wyckoff, and as approved by the following vote:

AYES: Directors Blair, Cobb, Moore, Rowland and Wyckoff
NOES: None
ABSTAIN: None

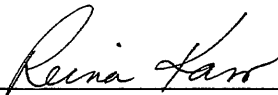

Lynda A. Moore, President
Board of Directors

ATTEST:

Reina Karr
Secretary to the Board of Directors

Resolution No. 150-01
March 1, 2001
Page 2

SECRETARY'S CERTIFICATE

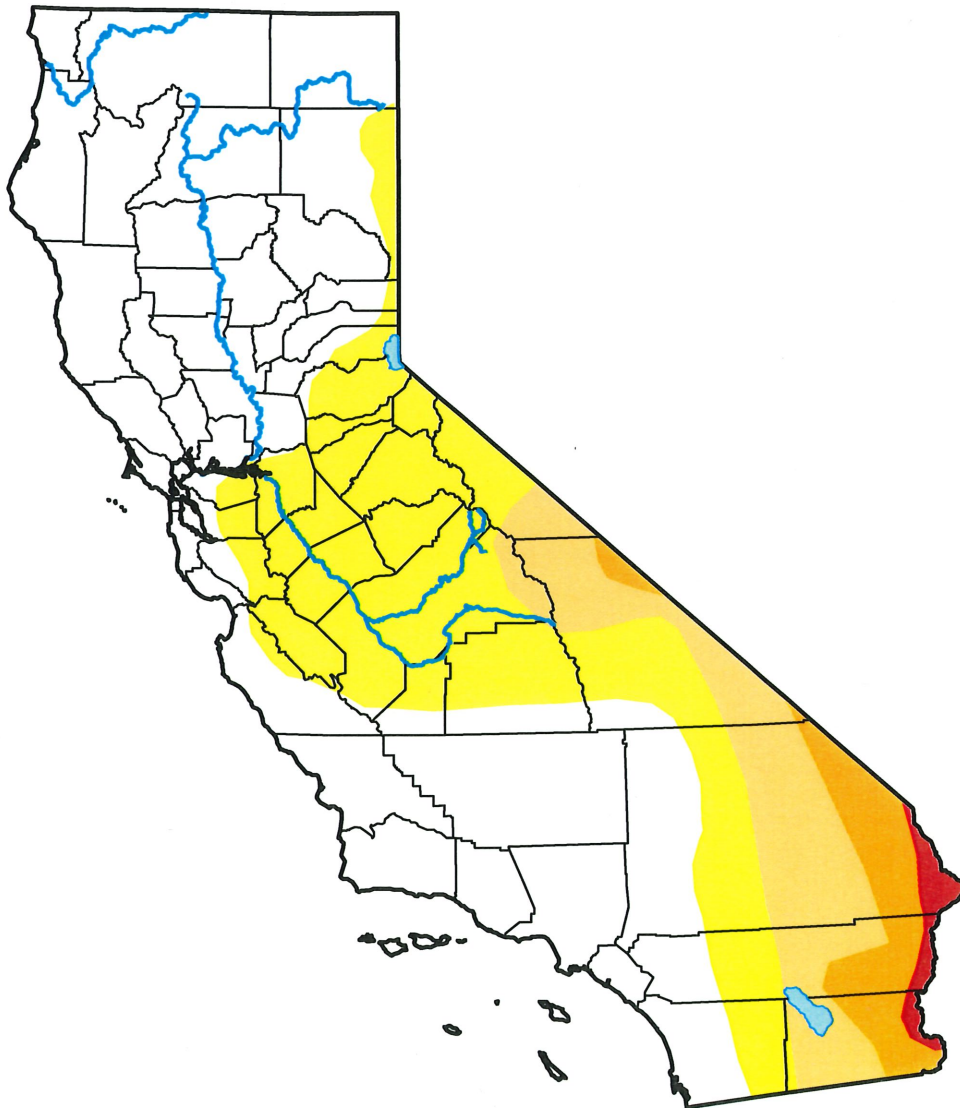
I, Reina Karr, Secretary of the Board of Directors of the Vandenberg Village Community Services District, hereby certify that the foregoing is a true and correct copy of Resolution No.150-01 passed and adopted by the Board of Directors of the Vandenberg Village Community Services District at its Regular Meeting held on the 1st day of March, 2001.









Reina Karr
Secretary to the Board of Directors

U.S. Drought Monitor California

November 26, 2024
(Released Wednesday, Nov. 27, 2024)
Valid 7 a.m. EST



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

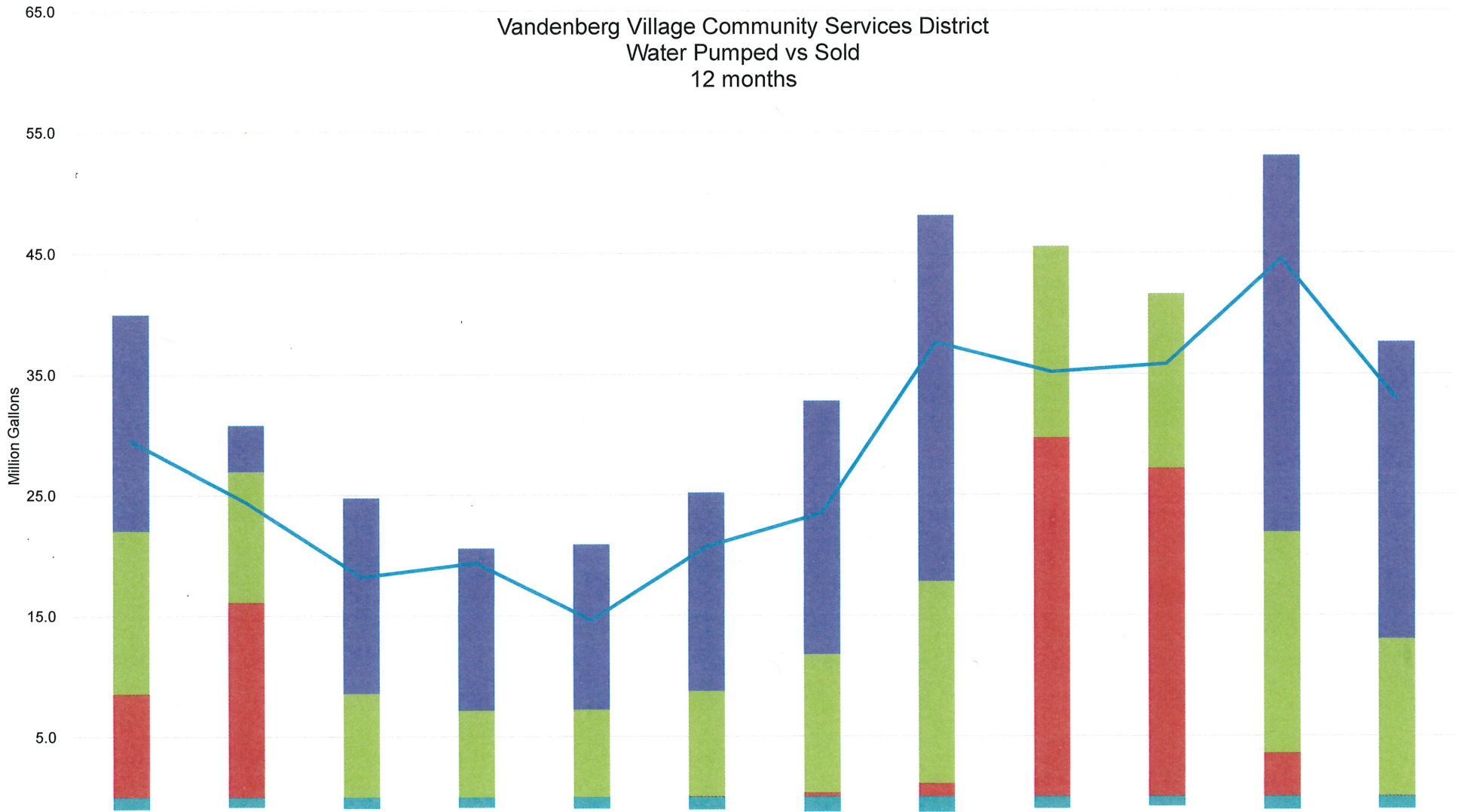
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

David Simeral
Western Regional Climate Center



Vandenberg Village Community Services District Water Pumped vs Sold 12 months



(5.0)

	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Filter Loss	(1.0)	(0.8)	(0.9)	(0.9)	(1.0)	(1.1)	(1.2)	(1.3)	(1.0)	(0.8)	(1.1)	(1.0)
Well 3A	17.9	3.8	16.2	13.4	13.7	16.4	21.0	30.3	0.0	0.0	31.1	24.6
Well 3B	13.5	10.8	8.5	7.2	7.2	8.7	11.4	16.7	15.8	14.5	18.3	13.0
Well 1B	8.5	16.1	0.0	0.0	0.0	0.0	0.3	1.1	29.7	27.2	3.6	0.0
Total Sold	29.5	24.4	18.2	19.4	14.6	20.7	23.5	37.6	35.1	35.8	44.5	32.9

Voting receipt - CSDA 2024 Bylaw Vote

Receipt code: **8ZD5**

Time of vote: **2024-11-06 11:26:02 America/Los_Angeles**

IP address: **96.78.134.237**

CSDA Bylaws Updates: **Yes**

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

NOTICE OF PUBLIC AND ALTERNATE PUBLIC MEMBER VACANCY

NOTICE IS HEREBY GIVEN that the Santa Barbara Local Agency Formation Commission (LAFCO) is selecting a Regular and Alternate Public Members to serve on the Commission. LAFCO is an independent government agency charged with encouraging the orderly formation and development of local governmental agencies, preserving agricultural resources, discouraging urban sprawl, and encouraging the efficient provision of local government services. The key State Law that governs LAFCO is the Cortese-Knox-Hertzberg Act as well as other laws. The Commission has the authority to approve or disapprove all annexations of land to and from Cities and Special Districts in Santa Barbara County.

LAFCO has the authority to approve or disapprove the incorporation of new Cities and the formation of new Special Districts. LAFCO also establishes Spheres of Influences (a 20-year growth boundary) for all Cities and Special Districts in the County. The Commission is composed of seven voting members representing local government and the public: two members are from the County Board of Supervisors, two members represent the City Councils, two members represent Special Districts, and one representative serves as the Public Member.

The Public Member is to be selected by the six other Commission members at the January 9, 2025 LAFCO meeting. **The Application Form and Resume are due by 5:00 p.m. on December 16, 2024.** The appointment is to fill a Regular Public Member vacancy to a four-year term ending March, 2029. The appoint of the Alternate Public Member vacancy would be a two-year term ending March, 2027. The regular public member appointed would serve as a “voting member”. The alternate member serves as the “voting member” when the regular member cannot attend the meeting. Regular LAFCO meetings are scheduled every month on the first Thursday at 1:00 p.m. LAFCO rotates our meetings between the Board of Supervisors hearing room, located at 105 East Anapamu Street, Fourth Floor, Santa Barbara, California, and the Board of Supervisors hearing room in the Betteravia Government Center at 511 Lakeside Parkway, Santa Maria, with special meetings held as needed.

Interested individuals must be residents of Santa Barbara County and be able to regularly attend LAFCO meetings. The individuals selected cannot be a current officer or employee of the County, a City or Special District within the County. Previous involvement in or experience with local government issues in Santa Barbara County is helpful. The public member is a public official and is required to file a standard financial disclosure statement annually with the California Fair Political Practices Commission.

Candidates for the position must complete an application form and provide a resume indicating applicable experience and qualifications. Application forms are available at the LAFCO office or online at www.sblafco.org. Application materials must be received by Santa Barbara LAFCO office at 105 East Anapamu Street, Santa Barbara CA 93101, on or before Monday, December 16, 2024 at 5:00 pm. The application may be submitted via e-mail to LAFCO Executive Officer, Mike Prater at lafco@sblafco.org. For more information, please contact Mr. Prater at 805-568-3391 or by e-mail at lafco@sblafco.org. Thank you for your interest.

Initial interviews by the selected Ad-Hoc Committee will be held on Friday, December 20, 2024. Final interviews and selection would occur at the January 9, 2025, LAFCO meeting at 1:00 p.m. in the Board of Supervisors Hearing Room, 105 East Anapamu Street, Fourth Floor, Santa Barbara, California, to consider an appointment to fill a Regular Public Member vacancy to a four-year term and Alternate Public Member vacancy to a two-year term. Regular Member appointment would be for the unexpired terms that ends on March 1, 2029 and Alternate Member appointment would be for the unexpired terms that ends on March 1, 2027.

Remote Testimony is Permitted - Persons may address the Commission in person or by using the remote video testimony system in the Board of Supervisors hearing room in the Betteravia Government Center at 511 Lakeside Parkway, Santa Maria. A Zoom link will also be available.

Disclosure of Campaign Contributions – LAFCO Commissioners are disqualified and are not able to participate in proceedings involving an “entitlement for use” if, within the 12 months preceding the LAFCO decision, the Commissioner received more than \$250 in campaign contributions from the applicant, an agent of the applicant or a financially interested person who actively supports or opposes the LAFCO decision on this matter.

Those who have made such contributions are required to disclose that fact for the official record of the proceedings. Disclosures must include the amount of the contribution and the recipient Commissioner and may be made either in writing to the Executive Officer of the Commission prior to the hearing or by an oral declaration at the time of the hearing.

The foregoing requirements are set forth in the Political Reform Act of 1974, specifically in Government Code section 84308.

Disability Accommodations - Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the LAFCO office at least three (3) days prior to the meeting by telephone at 805.568.3391 or by email at lafco@sblafco.org.

Additional information. – Additional information regarding items to be considered at the meeting may be obtained by contacting the LAFCO office at 105 East Anapamu Street, Santa Barbara CA 93101 or by calling 805/568-3391. The agenda and staff report for the hearing will be available at the LAFCO website at www.sblafco.org. 5 days before the hearing.

Dated this 14th day of November 2024

Mike Prater, Executive Officer
Santa Barbara LAFCO

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

APPLICATION: PUBLIC MEMBER

Candidates for the position of Public Member and Alternate Public Member must complete this application and provide a supplemental resume. All application materials must be received by Santa Barbara LAFCO, 105 East Anapamu Street, Santa Barbara, CA 93101, on or before December 16, 2024 by 5:00 pm.

Also, you may email your application to lafco@sblafco.org.

DATE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

PRESENT OCCUPATION: _____

Please consider this application for: Regular Member Alternate Member Either Position

Are you an officer or employee of the County, a City or Special District within Santa Barbara County or another local agency? _____

Due to your current employment or occupation, do you anticipate any conflicts of interest regarding decisions you will be asked to make as a LAFCO Member? If so, please explain.

ORGANIZATION MEMBERSHIP(S): _____

TWO (2) REFERENCES (NAME AND PHONE):

Signature

Date