

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



REGULAR MEETING

Tuesday, January 7, 2020

7:00 p.m.

AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL: Directors Brooks, Bumpass, Stewart, Redmon and Wyckoff
3. ADDITIONS AND DELETIONS TO AGENDA
4. 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.

5. OPERATIONS REPORT
6. ADMINISTRATIVE REPORT
7. CONSENT CALENDAR

A. Minutes of the Special Meeting on December 10, 2019..... page 1

B. Treasurer Report

(1) Monthly Financials..... page 9

(2) Disbursements through December 27, 2019..... page 17

8. ACTION ITEMS

- A. **Sustainable Groundwater Management Act (SGMA):** Consider approving the Intra-Basin Administrative Agreement for implementing SGMA in the Santa Ynez River Valley Groundwater Basin page 25
- B. **Geographic Information System (GIS):** Consider purchasing computer software and hardware to develop a GIS for district infrastructure page 39
- C. **Committees and Agencies:** Appoint directors to committees and external agencies, and develop a conference schedule page 57

9. REPORTS

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

10. INFORMATIONAL CORRESPONDENCE

Director Stewart's ACWA Fall Conference Trip Report page 63

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

12. ADJOURN

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 §54954.2 of the Government Code of the State of California.

If you need reasonable accommodations due to a disability, please contact the Board Secretary 24 hours prior to the meeting at (805) 733-2475.

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

Board package is available at the Vandenberg Village Public Library and on the District's website at <http://www.vvcasd.org>.

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MINUTES Special Meeting

December 10, 2019

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2. ROLL CALL: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff were present.

OTHERS PRESENT

General Manager Joe Barget, Administrative Services (AS) Manager Cynthia Allen, Operations & Maintenance (O&M) Manager Mike Garner, and 12 members of the public.

3. ADDITIONS AND DELETIONS TO AGENDA - None

4. PUBLIC FORUM

President Brooks invited public comments and there were none.

5. OPERATIONS REPORT

O&M Manager Garner reported the District pumped 35.3 million gallons of water for the month of November with an average daily demand of 1.2 million gallons. This is 8 percent more than last year. Vandenberg Village received 1.13 inches of rain in November increasing the total for the year to 14.68 inches.

Well levels (below ground surface) for November were: 1B-143', 3A-144', and 3B-137'.

The State Water Resources Control Board will be conducting a three-year inspection (Sanitary Survey) of District operations and facilities on December 20. The inspection includes all aspects of the water plant, water storage, and water distribution.

The new Ford 450 valve truck has been ordered for \$40,307. The equipment for the truck was ordered from Pres-Tech for \$147,580. Truck and equipment should arrive in 2-3 months.

Training with the new camera van has been going really good with the field crew. All have been able to get hands-on training with the equipment and combining the Harben jetter at the same time.

The field crew had three service line repairs and chemical line repairs due to freezing temperatures.

In conclusion, O&M Manager Garner reported the District had a sanitary sewer overflow (SSO) on Saturday, November 9. Sewage was flowing out of Manhole #O51 on the 11th fairway of the golf course. He and Jeff Cole responded with the Harben jetter to clear tree roots and rags that had blocked a nearby 8-inch sewer main. O&M Manger Garner certified the SSO in the California Integrated Water Quality System (CIWQS) as a Category 3 with an estimated volume of 26 gallons. Category 3 is the lowest of the three categories.

6. ADMINISTRATION REPORT

AS Manager Allen reported she began the ACWA/JPIA Leadership Essentials for the Water Industry program in November. She is one of 19 participating in the monthly sessions through next year.

The next LAFCO meeting is December 12 at 1:00 p.m. and will be streamed live from Santa Maria.

A purchase order has been prepared for the Geographic Information System software and computer. To conclude her report she introduced Kelsey Bruner, the District's administrative intern, to the board.

7. CONSENT CALENDAR

A. Minutes from the Special Meeting on November 5, 2019

B. Treasurer Report

1) Monthly Financials

2) Disbursements through November 30, 2019

Motion by Director Redmon, seconded by Director Stewart to accept the consent calendar as presented.

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff

Noes: None

Abstain: None

Absent: None

8. ACTION ITEMS

A. Club House Road Entrance

General Manager Barget briefly summarized the 32 authorized services and facilities as well as the 14 general powers that community services districts (CSDs) are allowed to perform under the California Government Code. The District acquired Lot 54 in March 2015 and is required to provide long-term stewardship and management of the property. As a government entity, the District is exempt from sign regulations contained in Chapter 35, Article 1 of the Santa Barbara County Code. The District has the general power to manage property and sign work on the entrance monuments on Lot 54 is incidental to the District's management of the property.

The board heard from several members of the public. Some supported a sign for The Mission Club while others were opposed, mainly because it could be construed as a form of advertisement. Most voiced opposition to having the phrase "Home of" on The Mission Club sign. After considerable discussion and a suggestion to postpone a decision to allow for more public input, Elaine Contreras, representing the

beautification coalition, said they had raised \$4,075 so far toward the purchase of signs and landscaping. Ms. Contreras urged the Directors to make a final decision tonight.

Motion by Director Stewart, seconded by Director Redmon to table this item to allow more input on the lettering of the sign.

Ayes: Directors Stewart and Redmon
Noes: Directors Brooks, Bumpass and Wyckoff
Abstain: None
Absent: None

Motion Failed

Motion by Director Bumpass, seconded by Director Brooks to change the previously-approved plans for signage to the following: The Mission Club (east side) and Country Club Estates (west side).

Ayes: Directors Brooks, Bumpass, Redmon and Wyckoff
Noes: Director Stewart
Abstain: None
Absent: None

B. Board Officers

Motion by Director Brooks, seconded by Director Redmon to nominate Director Stewart as President.

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff
Noes: None
Abstain: None
Absent: None

Motion by Director Wyckoff, seconded by Director Stewart to nominate Director Brooks as Vice President.

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff

Noes: None
Abstain: None
Absent: None

Motion by Director Stewart, seconded by Director Redmon to nominate Director Bumpass as Finance Officer

Ayes: Directors Brooks, Bumpass, Redmon, Stewart and Wyckoff
Noes: None
Abstain: None
Absent: None

9. REPORTS

A. Committees

No committee meetings

B. District Representatives to External Agencies

Director Stewart attended the ACWA Fall Conference in San Diego last week and she will provide a written report at the next board meeting.

Director Bumpass gave a brief report about attending the LAIF Conference with General Manager Barget in Sacramento.

C. President

President Brooks said it had been a privilege to work with the staff and have support from the Directors.

D. General Manager Report

General Manager Barget reported Wildscape Restoration has been performing maintenance, mitigation and monitoring work on Lot 54 for Williams Homes during the last five years as required by the 2015 transfer agreement for the property. Santa Barbara County Planning and Development determined satisfactory habitat was established and General Manager Barget released the \$250,000 performance bond.

John Ota from Wildscape will be here next week to meet with staff and review progress. The thrust of Wildscape's effort was herbicide treatment (glyphosate, also known as RoundUp) of seven invasive non-native plants including pampas grass and ice plant. A California Red-Legged Frog (CRLF) survey was conducted in conjunction with Wildscape's work. Four frogs were observed in the wetland portion of Lot 54 during a night survey in June 2018. Prior to this there have only been two documented CRLF sightings within five miles: one southeast of La Purisima Mission in 2000, and one in Santa Lucia Canyon in 2003.

Ann Marx and Captain Vince LaRocco from Santa Barbara County Fire are meeting with General Manager Barget on December 11 to review and discuss County Fire's Lompoc Valley Fuel Reduction Project and Community Wildfire Protection Plan (CWPP). General Manager Barget is going to request Vandenberg Village and Mission Hills well sites, tank sites, and access roads be specifically identified and included in the fuel reduction project and wildfire protection plan.

General Manager Barget attended the December 4 County Planning Commission meeting which included a public hearing on the Herbal Angels LLC proposed cannabis operation in Cebada Canyon. He spoke during public comment, making four points to the commission: the cannabis project relies on groundwater from the Lompoc Upland aquifer located in the Santa Ynez River Valley Groundwater Basin; the Lompoc Upland aquifer is the sole source of drinking water for 7,400 residents in Vandenberg Village; the Santa Ynez Basin is subject to the Sustainable Groundwater Management Act, requiring groundwater sustainability plans for this basin by January 2022 and; he is concerned that, cumulatively, cannabis cultivation and production could place significant additional demand on groundwater in the Lompoc Upland aquifer and Santa Ynez Basin.

To conclude his report, he reminded the Directors to email photos and biographies to him so staff can place them on the District's website.

10. INFORMATIONAL CORRESPONDENCE

- A. Letter dated October 15, 2019 from ACWA/JPIA regarding President's Special Recognition Award.

B. Letter dated October 31, 2019 from ACWA/JPIA regarding appreciation for use of staff and facility for Sexual Harassment training.

11. DIRECTORS FORUM

Director Stewart appreciates the opportunity to serve as Board President.

Director Redmon thanked the board members for listening to the community with their input for the Club House Road Entrance.

Director Brooks suggested using the Cabrillo Aquarium as the focus of a “Move the Needle” campaign to address high levels of TDS (total dissolved solids) in wastewater.

12. ADJOURN

President Brooks declared the meeting adjourned at 8:50 p.m.

Attest:

Signed:

Stephanie Garner
Secretary, Board of Directors

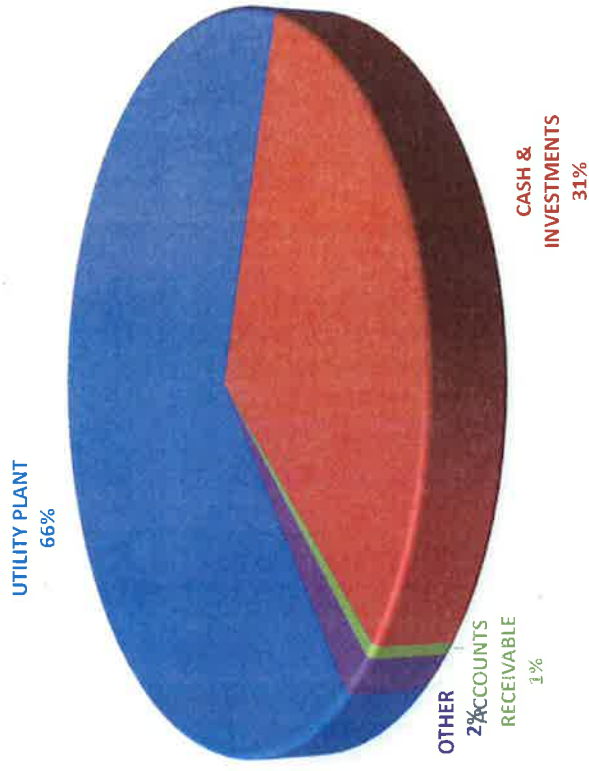
Christopher C. Brooks
President, Board of Directors

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Combined Balance Sheet
As of November 30, 2019

	2020 FYTD	FYE 2019	CHANGE
ASSETS			
UTILITY PLANT	\$23,070,876	\$23,042,190	\$28,686
CASH & INVESTMENTS	10,931,068	10,964,897	(33,829)
ACCOUNTS RECEIVABLE	246,881	250,704	(3,823)
OTHER	782,414	799,006	(16,592)
TOTAL ASSETS	\$35,031,239	\$35,056,797	(\$25,558)
DEFERRED OUTFLOWS OF RESOURCES-PENSIONS	\$447,987	\$447,987	\$0
TOTAL ASSETS & DEFERRED OUTFLOWS	\$35,479,226	\$35,504,784	(\$25,558)
LIABILITIES			
CURRENT LIABILITIES	\$492,629	\$551,204	(\$58,575)
UNEARNED REVENUE	140,214	140,214	0
LONG TERM DEBT- LRWRP UPGRADE PROJECT	6,731,484	6,731,484	0
NET PENSION LIABILITY	1,238,381	1,238,381	0
TOTAL LIABILITIES	\$8,602,708	\$8,661,283	(\$58,575)
DEFERRED INFLOWS OF RESOURCES-PENSIONS	\$51,283	\$51,283	\$0
EQUITY			
CONTRIBUTED CAPITAL	\$6,420,780	\$6,502,541	(\$81,761)
EQUITY	20,371,439	18,647,667	1,723,772
CURRENT EARNINGS	33,016	1,642,010	(1,608,994)
TOTAL EQUITY	\$26,825,235	\$26,792,218	\$33,017
TOTAL LIABILITIES, DEFERRED INFLOWS & EQUITY	\$35,479,226	\$35,504,784	(\$25,558)

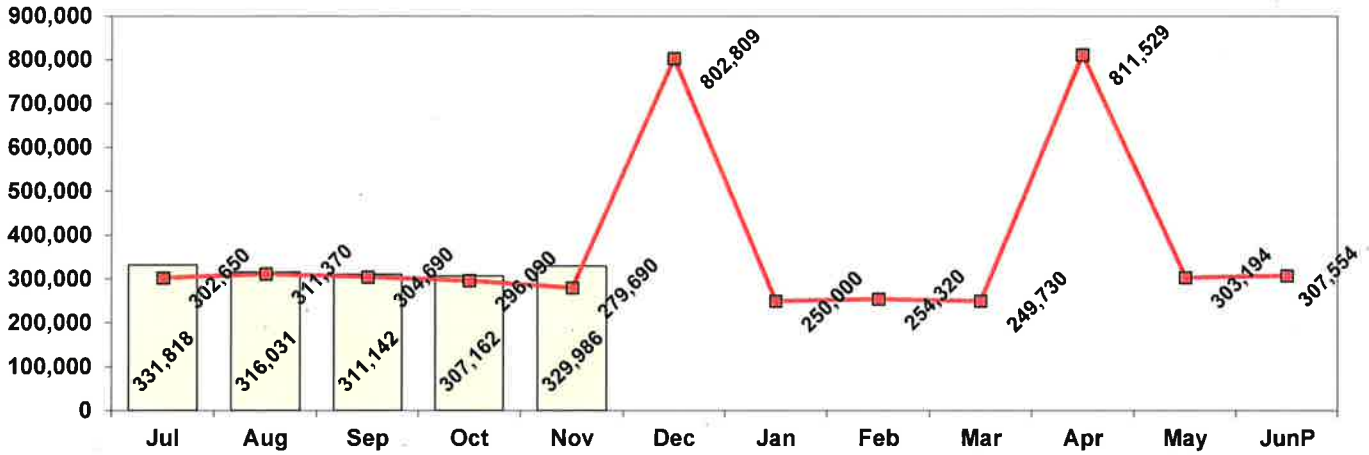
ASSETS



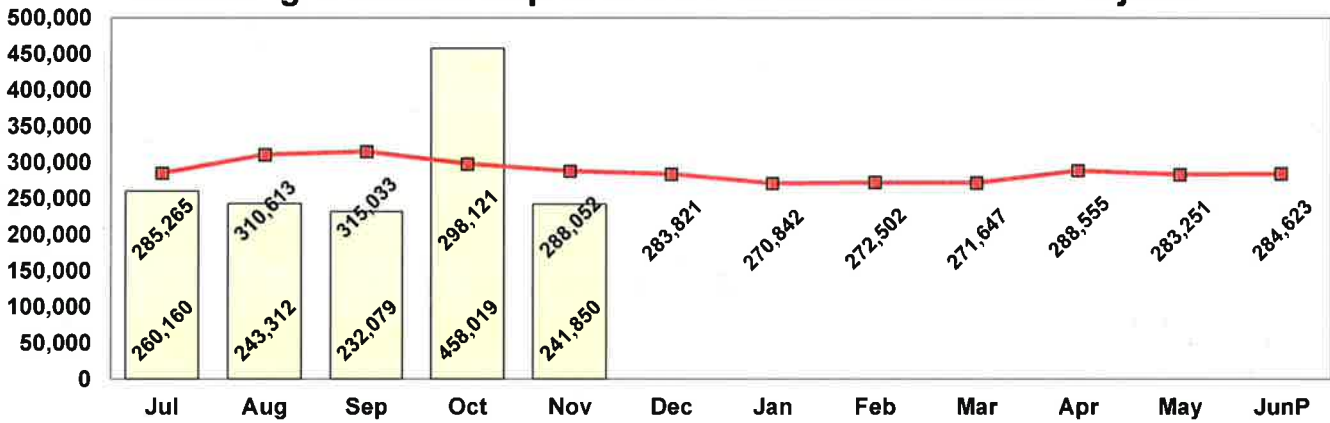
Operating Revenue and Expenses Vandenberg Village Community Services District July 1, 2019 to June 30, 2020

Monthly Operating Revenue

□ Actual ■ Budget

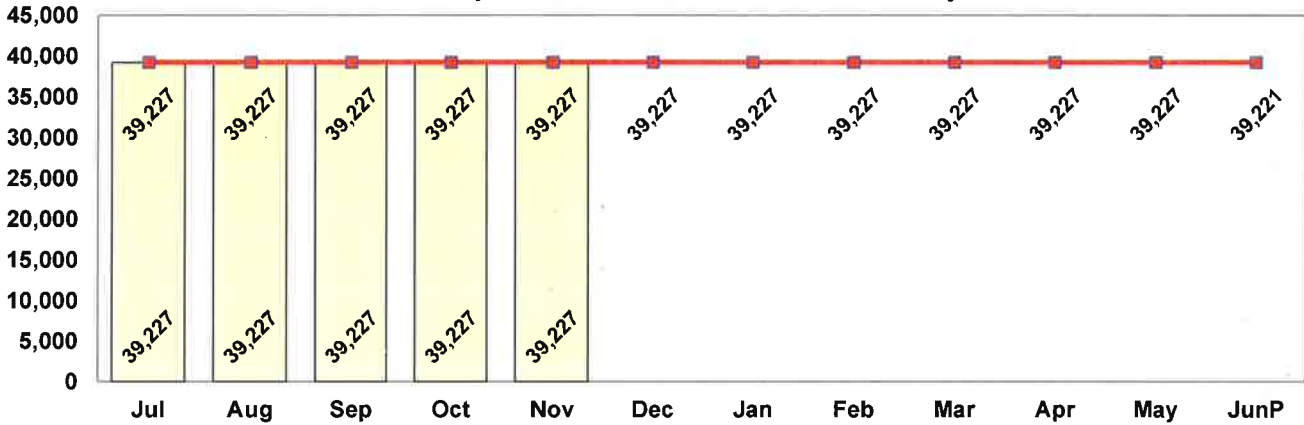


Monthly Operating Expense excluding Unfunded Depreciation and Reserve-Funded Projects



Oct'19 - City of Lompoc FY19 Wastewater Treatment Shortfall \$100,641, FY19 WCRF Paid Outs

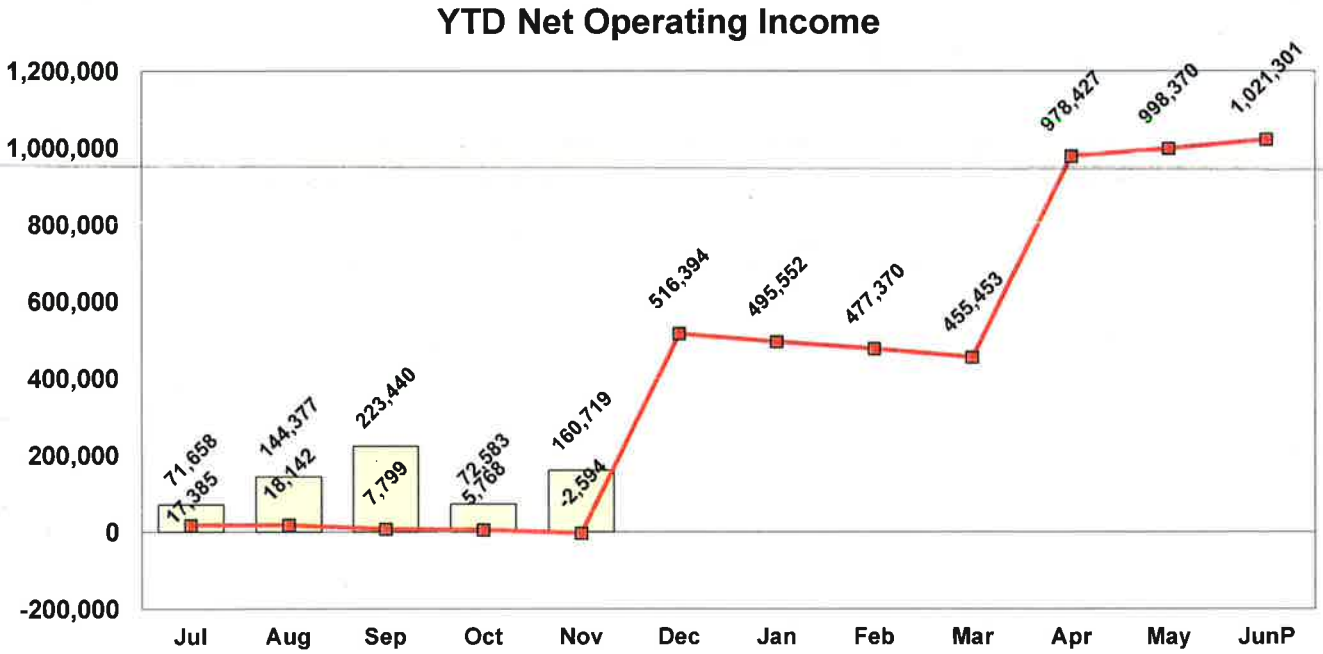
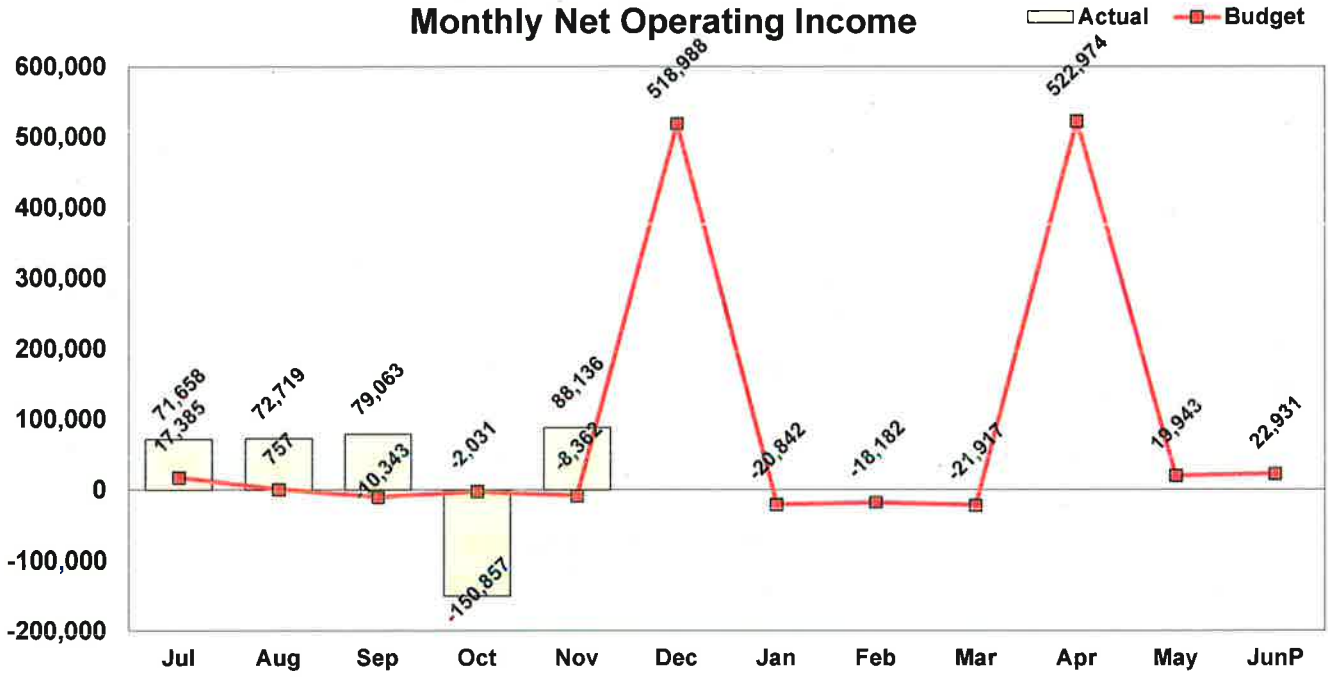
Monthly Operating Expense Unfunded Depreciation and Reserve-Funded Projects



Operating Income

Vandenberg Village Community Services District

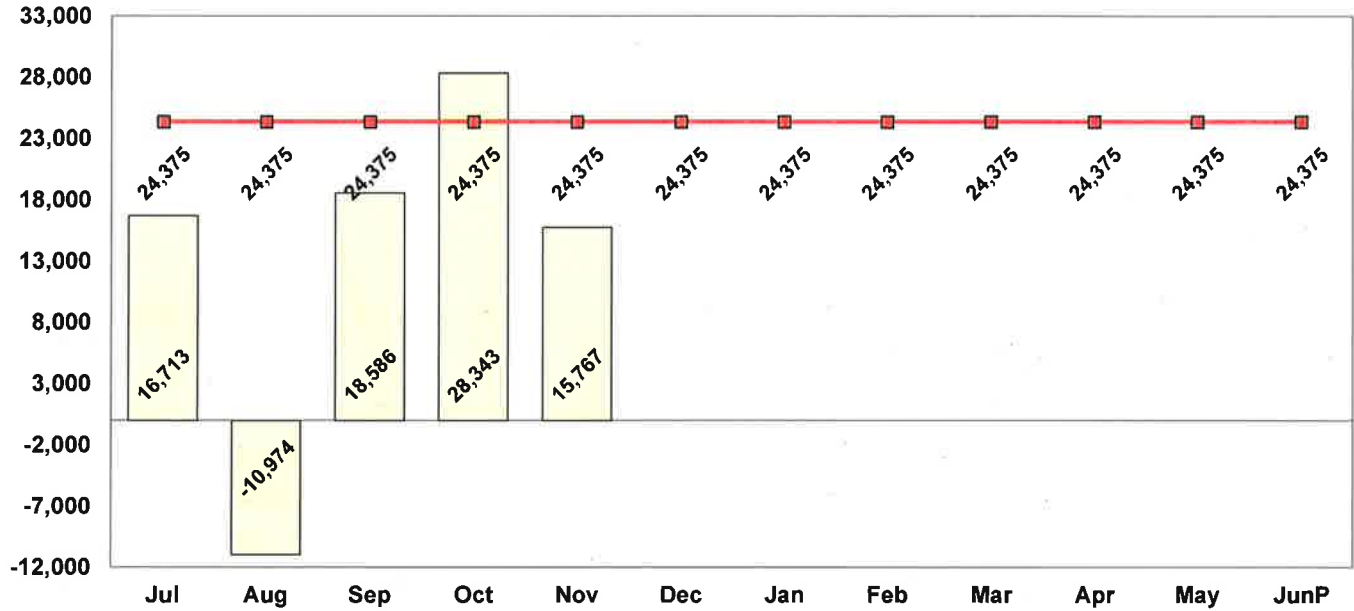
July 1, 2019 to June 30, 2020



Non-Operating Income Vandenberg Village Community Services District July 1, 2019 to June 30, 2020

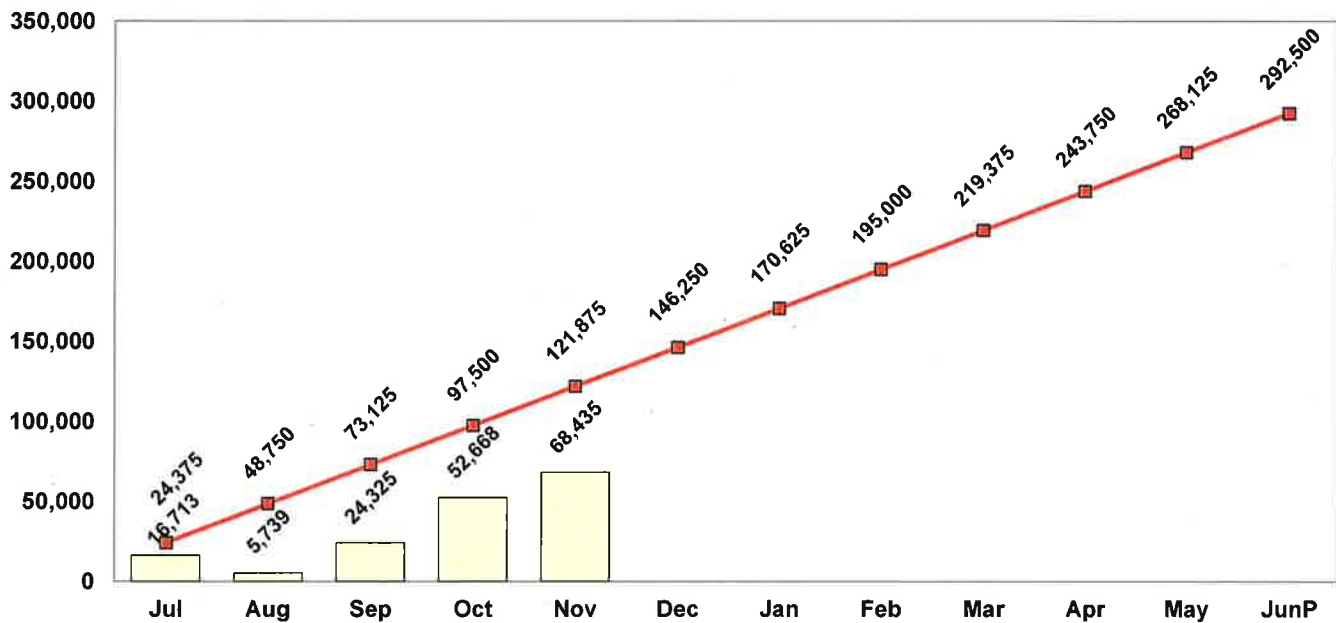
Monthly Net Non-Operating Income

□ Actual ■ Budget



Aug'19 - Retire Assets below new \$5000 Capitalization Threshold

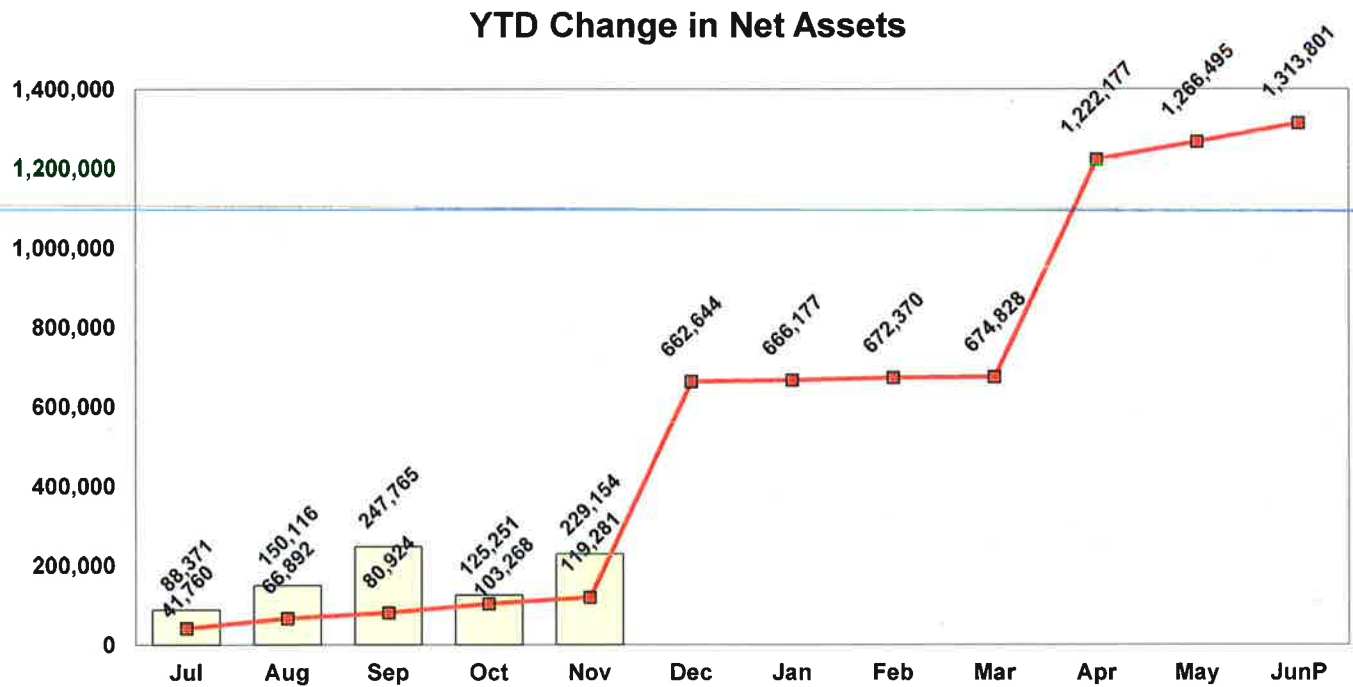
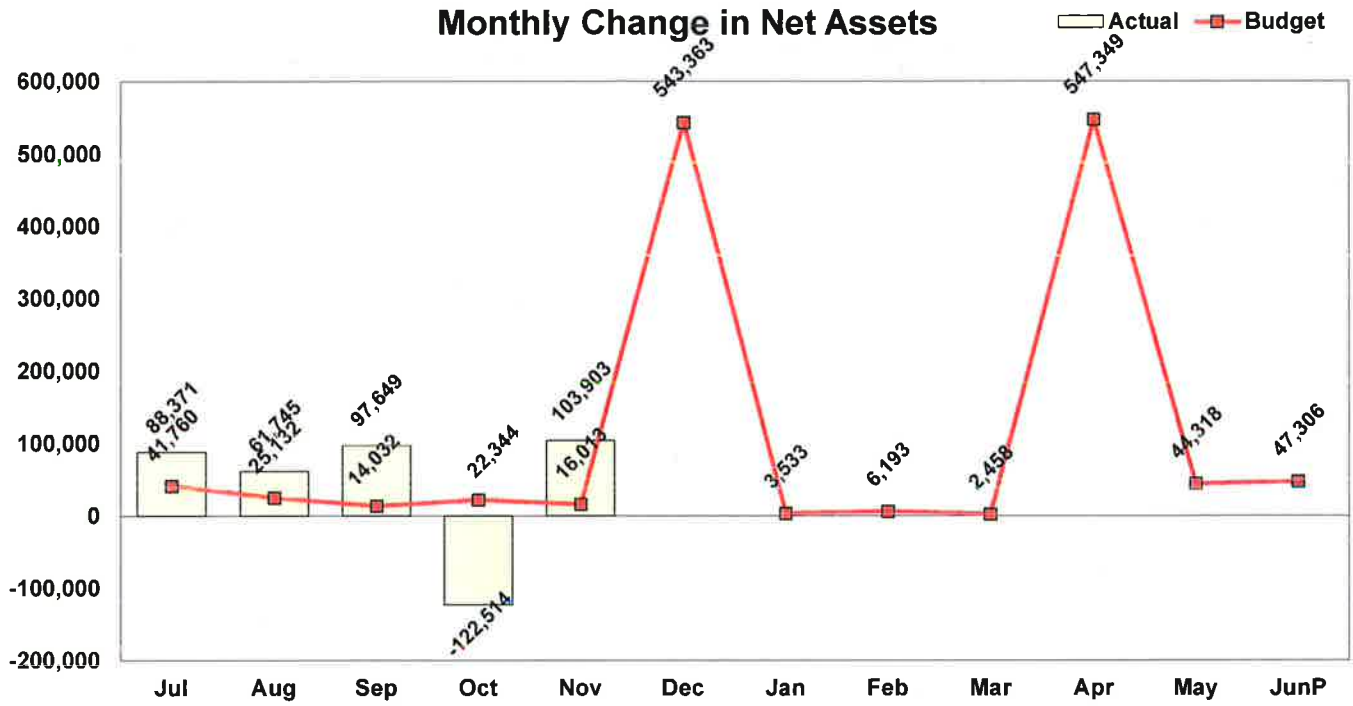
YTD Net Non-Operating Income



Change in Net Assets

Vandenberg Village Community Services District

July 1, 2019 to June 30, 2020



Vandenberg Village Community Services District
 For the Period from July 1, 2019 to November 30, 2019

	Water Fund	WW Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 845,649	\$ 702,131	
Cash payments for goods and services	(526,929)	(521,464)	
Cash payments to employees	(187,761)	(114,896)	
Net Cash Provided by Operating Activities			\$ 196,731
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
Sale of capital assets	247	-	
Purchase of capital assets	67,431	(446,339)	
Net Cash Used - Capital & Related Financing Activities			(378,662)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment income	71,832	76,271	
Net Cash Provided by Investing Activities			148,103
Net Increase (Decrease) in Cash & Cash Equivalents			(33,828)
Cash and cash equivalents, beginning of year			10,964,897
Cash and cash equivalents, year-to-date			<u>\$ 10,931,069</u>
Reconciliation to the Statement of Net Assets:			
Cash on hand	400		\$ 400
Cash and short term investments	3,625,129	7,305,540	10,930,669
			<u>\$ 10,931,069</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating Income	\$ 162,446	\$ (197,863)	
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation	\$ 8,948	\$ 308,493	
Change in operating assets and liabilities:			
(Increase) decrease in accounts receivable	(43,063)	(248)	
(Increase) decrease in prepaid items	15,846	746	
Increase (decrease) in accounts payable	(22,767)	(40,312)	
Increase (decrease) in accrued payroll	35,453	(5,044)	
Increase (decrease) in customer deposits	(5,047)		
Increase (decrease) in compensated absences	(20,855)		
Net Cash Provided by Operating Activities	<u>\$ 130,959</u>	<u>\$ 65,771</u>	<u>\$ 196,731</u>

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Disbursement # 01-20 From 12/1/2019 To 12/31/2019 Item: 8B.2
 Board Meeting Date 1/7/2020

Accounts Payable Amount \$108,993.36

Check Numbers 26756-26806 Void Checks None

Electronic Vendor Payment Amount \$2,496.06

Confirmation Numbers 122019, 330134

A/P Hand Check Amount

Check Numbers

Payroll Amount \$100,572.27

Check Numbers electronically transferred

Wire Transfers

Wire Numbers

Disbursements/Investments

A/P Checks 108,993.36

Electronic Vendor Payments 2,496.06

A/P Hand Checks 0.00

Payroll 100,572.27

Investments 0.00

TOTAL \$212,061.69

REPORT: Dec 26 19 Thursday
 RUN: Dec 26 19 Time: 13:52
 Run By: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 12-19 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
026756	12/12/19	ACW03	ACWA JOINT POWERS INSURAN	13090.04	.00	13090.04	0637824	GROUP MEDICAL,DENTAL,VISI ON,LIFE,EAP 1/20
026757	12/12/19	ARA01	ARAMARK UNIFORM SERV.INC.	241.28	.00	241.28	534744101	SHOP TOWELS 12/5/19
026758	12/12/19	CAL16	CALIF STATE WATER RESOURC	60.00	.00	60.00	415461119	TREATMENT 2 CERTIFICATION -M PEREZ
026759	12/12/19	CAL21	CALIFORNIA STATE LANDS CO	68.48	.00	68.48	B0213	SLC PROJECT CHARGES-COLLI NS 1/19-6/19
026760	12/12/19	CAL21	CALIFORNIA STATE LANDS CO	140.00	.00	140.00	48980	SLC-ACCESS ROAD, SITE 1 L EASE 7/5/19-7/4/20
026761	12/12/19	CAR02	CARR'S BOOTS & WESTERN WE	184.86	.00	184.86	7946	SAFETY BOOTS-COLE
026762	12/12/19	CLS01	CLINICAL LABS OF SAN	285.00	.00	285.00	971847	BACTERIA,IRON,MANGANESE,G EN PHYS TESTS 10/19
026763	12/12/19	COV01	COVERALL MOUNTAIN & PACIF	391.00	.00	391.00	553163912	JANITORIAL SERVICE 12/19
026764	12/12/19	DEB01	DEBOLT ELECTRIC	80.00	.00	80.00	9071-L	LS#4-TROUBLESHOOT ALTERNA TOR-LABOR
026765	12/12/19	FOU00	FOUNDATION FOR CROSS-	120.00	.00	120.00	17177	CROSS CONNECTION FOUNDATI ON DUES 2020
026766	12/12/19	GAR01	MICHAEL J. GARNER	397.92	.00	397.92	B91212	MILEAGE,MEAL REIMB-DELIVE RED HARBEN FOR REPAIRS
026767	12/12/19	HEA01	HEALTH SANITATION SERVICE	123.23	.00	123.23	467305	TRASH COLLECTION-SHOP 11/ 19
			Check Total.....:	172.14	.00	172.14		
026768	12/12/19	HOM02	HOME DEPOT	87.86	.00	87.86	100211119	INSULATION-SITE 1 & LS #1 SIGN MOUNTING MATERIALS
026769	12/12/19	INT02	INT'L TRAINING & REHAB TE	950.00	.00	950.00	B91212	J.COLE/M.PEREZ NASSCO TRA INING
026770	12/12/19	MCM01	KRISTINA MCMANIGAL	146.62	.00	146.62	B91212	MILEAGE REIMB.KM 7/5/19-1 2/4/19
026771	12/12/19	MIL01	MILLER LANDSCAPING AND MA	150.00	.00	150.00	55862	OFFICE YARD MAINTENANCE 1 1/19

REPORT.: Dec 26 19 Thursday
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VANDENBERG VILLAGE CSD
Cash Disbursement Detail Report
Check Listing for 12-19 Bark Account.: 13103

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
026772	12/12/19	NAT01	NATIONAL GROUP TRUST	896.56	.00	896.56	23940120	LONG-TERM DISABILITY 1/20
026773	12/12/19	RAY01	RAY MORGAN COMPANY	556.20	.00	556.20	2780962	COPIER-CONTRACT USAGE, MON THLY BILLS, FREIGHT-TONER
026774	12/12/19	SMT02	SMITH & LOVELESS, INC.	150.35	.00	150.35	140932	TIMER FOR LIFT STATIONS
026775	12/12/19	SMT04	SMITHS ALARMS & ELECTRONI	180.00	.00	180.00	40164	SECURITY SHOP & BOOSTER B LDG 1/20-3/20
026776	12/12/19	SOU01	SO.CALIFORNIA GAS CO.INC.	66.32	.00	66.32	79001119	SO CALIF GAS-WELL 1B 10/2 2/19-11/21/19
			Check Total.....:	121.03	.00	121.03		
026777	12/12/19	STE03	STEWART, KATHERINE A.	334.42	.00	334.42	B91212	MILEAGE, MEAL REIMB-ACWA C ONFERENCE-K. STEWART
026778	12/12/19	SYN01	SYNCB/AMAZON	1427.06	.00	1427.06	27141119	NETWRK SWITCH, LABEL, FLG, PENS, STEF&DVD-CAMERA VAN
026779	12/12/19	UND01	UNDERGROUND SERVICE ALERT	10.44	.00	10.44	FEE66660	DIG SAFE BOARD REGULATORY FEE 11/19
			Check Total.....:	24.85	.00	24.85	120190768	USA TICKETS 11/19
			Check Total.....:	35.29	.00	35.29		
026780	12/12/19	UNI02	UNIVAR USA INC	2075.18	.00	2075.18	LA771442	795 GALS NaHSO3
026781	12/12/19	USA01	USA BLUE BOOK	387.31	.00	387.31	70161	O2 SENSOR, LEL SENSOR
			Check Total.....:	186.20	.00	186.20	77923	BATTERY PACK FOR O2 SENSO R
			Check Total.....:	573.51	.00	573.51		
026782	12/12/19	WES05	WESTERN EXTERMINATOR CO.	63.00	.00	63.00	7592568	GOPHER CONTROL SERVICE 11 /19
			Check Total.....:	120.00	.00	120.00	7592569	6 MC. SPRAY FOR INSECTS
			Check Total.....:	183.00	.00	183.00		
026783	12/12/19	\G007	ANDREW T. GUZAK	68.98	.00	68.98	000B91101	CUSTCMR REFUND-GUZ0002-2 24 VEGA AVE.
026784	12/12/19	\W003	CLARICE E WHITAKER REVOC	26.78	.00	26.78	000B91101	CUSTCMR REFUND-WHI0046-2 32 VEGA AVE.

REPORT.: Dec 26 19 Thursday
 RUN.: Dec 26 19 Time: 13:52
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 12-19 Bank Account.: 13100

PAGE: 003
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
026785	12/26/19	ARA01	ARAMARK UNIFORM SERV. INC.	136.12	.00	136.12	534709831	CONTINUOUS TOWELS 11/21/19
				136.12	.00	136.12	534778329	CONTINUOUS TOWELS 12/19/19
Check Total.....:				272.24	.00	272.24		
026786	12/26/19	BAN03	BANK OF AMERICA	364.02	.00	364.02	01181219	LODGING, PARKING-LAIF CONF ERENGE-BUMPASS
				1088.12	.00	1088.12	30471219	LODGING, PARKING, INCIDENTA LS-ACWA CONF-STEWART
Check Total.....:				1452.14	.00	1452.14		
026787	12/26/19	CAL07	STATE OF CALIFORNIA	12552.10	.00	12552.10	LW1025515	4210017 WATER SYSTEM FEES 7/19-6/20
026788	12/26/19	COM03	COMCAST	211.18	.00	211.18	10521219	INTERNET, CABLE, VOICE-OFFI CE 12/20/19-1/19/20
026789	12/26/19	COR01	CORBEN WILLITS SYSTEM INC	739.27	.00	739.27	B912151	SERVICE AND ENHANCEMENT F EE 1/20
026790	12/26/19	COR04	CORE & MAIN LP	5770.80	.00	5770.80	L546280	2" OCTAVE METERS (QTY 4) - PO#1676
026791	12/26/19	CWE04	CWEA	192.00	.00	192.00	94210320	CWEA MEMBERSHIP-LEVINGSTO N 0002909421
026792	12/26/19	DEW02	J B DEWAR	548.34	.00	548.34	89627	SOLUBLE OIL FOR WELL PUMP S
026793	12/26/19	FRO01	FRONTIER	96.10	.00	96.10	28851219	FRONTIER 733-2109 12/13/19-1/20/20
				264.42	.00	264.42	49051219	FRONTIER 733-3615/3975/SC ADA 12/13/19-1/12/20
Check Total.....:				360.52	.00	360.52		
026794	12/26/19	HAC01	HACH COMPANY	220.05	.00	220.05	11768946	CHLORINE REAGENT SETS (QT Y 3)
026795	12/26/19	HAR01	HARBEN CALIFORNIA	968.88	.00	968.88	91368	HARBEN SEWER JETTER MAINT ENANCE
026796	12/26/19	ICO01	ICONIX WATERWORKS INC.	475.81	.00	475.81	913054670	METER BOXES AND LIDS
026797	12/26/19	LOM01	CITY OF LOMPOC, FINANCE	38114.14	.00	38114.14	2012	11/19 M&O

REPORT.: Dec 26 19 Thursday
 RUN...: Dec 26 19 Time: 13:52
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report
 Check Listing for 12-19 Bank Account.: 13100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	D-Discount Amount	Net Amount	Invoice #	Payment Description
026798	12/26/19	MIS01	MISSION PAVING, INC.	500.00	.00	500.00	4151	ASPHALT REPAIR-171 INVERN ESS AVE.
026799	12/26/19	OLI01	OLIN CORP - CHLOR ALKALI	3758.04	.00	3758.04	2773229	3,796 GALS NaOCL
026800	12/26/19	PGE01	PACIFIC GAS & ELECT. INC.	18279.02	.00	18279.02	68721219	PGE CHARGES 11/16/19-12/1 6/19
026801	12/26/19	POM01	POMMERVILLE'S UNION 76	56.70	.00	56.70	A93003	VEHICLE #14-SMOG CHECK
026802	12/26/19	SHR01	SHRED-IT USA	221.42	.00	221.42	128792448	DOCUMENT SHREDDING 11/19/ 19,11/26/19,12/3/19
026803	12/26/19	STA09	STAPLES CREDIT PLAN	232.97	.00	232.97	53691219	TONER,PAPER,FOLIO,GLUE,AD VIL, COMPRESSED AIR
026804	12/26/19	SYN01	SYNCB/AMAZON	169.42	.00	169.42	87141219	PENS,POUCHES,MICROPHONE,S EWER VIDEO DRIVES,SIGN
026805	12/26/19	USA01	USA BLUE BOOK	119.10	.00	119.10	092040	1/2"X50' CLAMP FOR TANKS
			Check Total.....:	238.20	.00	238.20	092328	1/2"X50' CLAMP FOR TANKS
026806	12/26/19	VAL04	VALLEY ROCK READY MIX, IN	466.56	.00	466.56	19-12088	SLURRY-REPAIR COPPER SERV ICES-171-179 INVERNESS AV
122019	12/12/19	WEX01	WEX BANK	1450.43	.00	1450.43	62742739	336.16 GALS FUEL
330134	12/12/19	PIT03	PITNEY BOWES	836.64	.00	836.64	01541119	POSTAGE FOR BILLS 11/19
			Check Total.....:	208.99	.00	208.99	40081119	POSTAGE FOR METER
			Cash Account Total.....:	1045.63	.00	1045.63		
			Total Disbursements.....:	111489.42	.00	111489.42		
			Cash Account Total.....:	111489.42	.00	111489.42		

REPORT.: Dec 26 19 Thursday
 RUN...: Dec 26 19 Time: 13:52
 Run By.: PATTY LECAVALIER

VANDENBERG VILLAGE CSD
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)
 Check Listing for 12-19 Bank Account.: 13101

PAGE: 005
 ID #: PY-DP
 CTL.: VAN

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
11840	12/27/19	EMP01	EMPLOYMENT DEVELOP.DEPART	3148.06	.00	3148.06	B91227	STATE WH TAXES PP#26
11841	12/27/19	EMP01	EMPLOYMENT DEVELOP.DEPART	423.71	.00	423.71	1B91227	STATE DISABILITY PP#26
17800	12/27/19	EFT01	EFTPS	6719.68	.00	6719.68	B91227	FEDERAL WH TAXES PP#26
17801	12/27/19	EFT01	EFTPS	1456.88	.00	1456.88	1B91227	FICA MEDICARE PP#26
120320	12/13/19	EMP01	EMPLOYMENT DEVELOP.DEPART	1847.05	.00	1847.05	B91213	STATE WH TAXES PP#25
120321	12/13/19	EMP01	EMPLOYMENT DEVELOP.DEPART	284.05	.00	284.05	1B91213	STATE DISABILITY PP#25
161280	12/27/19	EMP01	EMPLOYMENT DEVELOP.DEPART	59.10	.00	59.10	B91227A	STATE WH TAXES PP#S
161281	12/27/19	EMP01	EMPLOYMENT DEVELOP.DEPART	17.89	.00	17.89	1B91227A	STATE DISABILITY PP#S
290250	12/13/19	EFT01	EFTPS	3928.39	.00	3928.39	B91213	FEDERAL WH TAXES PP#25
290251	12/13/19	EFT01	EFTPS	49.60	.00	49.60	1B91213	FICA SOCIAL SECURITY DR12
290252	12/13/19	EFT01	EFTPS	1041.90	.00	1041.90	2B91213	FICA MEDICARE PP#25
419490	12/27/19	EFT01	EFTPS	112.14	.00	112.14	B91227A	FEDERAL WH TAXES PP#S
419491	12/27/19	EFT01	EFTPS	51.88	.00	51.88	1B91227A	FICA MEDICARE PP#S
638360	12/13/19	PUB02	PUBLIC EMPLOYEES	1182.67	.00	1182.67	B91213	PERS EPMC PP#25
638361	12/13/19	PUB02	PUBLIC EMPLOYEES	1505.56	.00	1505.56	1B91213	PERS TDMC PP#25
638362	12/13/19	PUB02	PUBLIC EMPLOYEES	4231.64	.00	4231.64	2B91213	PERS EMPLR CONTRIB PP#25
638370	12/13/19	PER04	CALPERS 457 PLAN	440.00	.00	440.00	B91213	EMPLOYER PERS 457 PP#25
638371	12/13/19	PER04	CALPERS 457 PLAN	1020.00	.00	1020.00	1B91213	EMPLOYEE PERS 457 PP#25
711190	12/27/19	PUB02	PUBLIC EMPLOYEES	1179.19	.00	1179.19	B91227	PERS EPMC PP#26
711191	12/27/19	PUB02	PUBLIC EMPLOYEES	1502.08	.00	1502.08	1B91227	PERS TDMC PP#26
711192	12/27/19	PUB02	PUBLIC EMPLOYEES	4220.17	.00	4220.17	2B91227	PERS EMPLR CONTRIB PP#26
711200	12/27/19	PER04	CALPERS 457 PLAN	440.00	.00	440.00	B91227	EMPLOYER PERS 457 PP#26
711201	12/27/19	PER04	CALPERS 457 PLAN	2689.00	.00	2689.00	1B91227	EMPLOYEE PERS 457 PP#26

Cash Account Total.....: 37550.64
 Total Disbursements.....: 37550.64

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.A

FROM: Joe Barget, General Manager 

DATE: January 7, 2020

SUBJECT: Sustainable Groundwater Management Act (SGMA)

Recommendation: Approve the Intra-Basin Administrative Agreement for the implementation of the SGMA in the Santa Ynez River Valley Groundwater Basin.

Policy Implications:

- Department of Water Resources (DWR) Bulletin 118, California's Groundwater, lists the 515 distinct basins and sub basins in California including the Santa Ynez River Valley Groundwater Basin.
- 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.
- SGMA characterized the Santa Ynez River Valley Groundwater Basin as a *medium-priority* basin that is not in critical overdraft. SGMA requires basins in this category to:
 - Establish a Groundwater Sustainability Agency (GSA) by June 30, 2017
 - Adopt a Groundwater Sustainability Plan (GSP) by January 30, 2022
- In March 2016, the Board entered into a memorandum of understanding (MOU) with seven other public water agencies to implement SGMA in the Santa Ynez River Valley Groundwater Basin.
- In January 2017, the Board entered into a memorandum of agreement (MOA) with four other public water agencies to form the Western Management Area Groundwater Sustainability Agency (WMA GSA).
- California Water Code § 10733.4(b)(3) requires basins with multiple GSAs and GSPs to submit a Coordination Agreement to DWR.

Policy Implications (Continued):

- District Ordinance 1.4.1 requires agreements with external agencies to be approved by the Board and signed by the President.
- The Board appointed Director Brooks (primary) and Director Stewart (alternate) as its representatives on the WMA GSA.

Resource Impacts: Fulfilling the requirements of the MOU, MOA, and this agreement have required significant management staff time.

Alternatives Considered: Do not approve the agreement. Withdraw from the WMA GSA and rely on others to develop the GSP.

Discussion: VVCSD’s sole water source is groundwater from the Lompoc Uplands aquifer which is located in the western portion of the Santa Ynez River Valley Groundwater Basin and therefore subject to SGMA.

Since 2015, the Santa Ynez River Water Conservation District (SYRWCD) has played a leadership role in SGMA, facilitating the formation of three management areas and undertaking preparation of a GSP for each management area. Earlier this year, the SYRWCD drafted an intra-basin administrative agreement by and between eight public water agencies which are reflected in the following table:

Western Management Area (WMA)	Central Management Area (CMA)	Eastern Management Area (EMA)
City of Lompoc VVSCD MHCSO	City of Buellton	City of Solvang SYRWCD ID1
← SYRWCD →		
← Santa Barbara County Water Agency →		

The agreement commits the eight agencies to a cooperative and ongoing working relationship and the development of a Coordination Agreement between the three management areas as required by California Water Code § 10733.4(b)(3).

All three GSA Committees have endorsed the agreement; however, it must be approved by each of the eight public water agencies ("Parties"). If all eight approve, the agreement becomes effective the date the last party approves it.

WVCS legal counsel, Mike Munoz, has reviewed and approved the agreement as to form. Staff recommends approval.

Attachments:

1. Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin
2. Vandenberg Village Community Services District signature page

Intra-Basin Administrative Agreement
For Implementation of the Sustainable Groundwater Management Act
In the Santa Ynez River Valley Groundwater Basin

This Intra-Basin Administrative Agreement (“Agreement”) is made and effective as of _____, 2019 (“Effective Date”) by and between the Parties executing this Agreement below, each referred to herein as a “Party” and collectively as the “Parties.”

A. **WHEREAS**, in 2014 the State of California enacted the Sustainable Groundwater Management Act, including but not limited to Water Code section 10720 et seq., referred to in this Agreement as the “Act” or “SGMA,” as subsequently amended, pursuant to which certain agencies may become or participate in “Groundwater Sustainability Agencies” (“GSAs”) and prepare, adopt, and implement “Groundwater Sustainability Plans” (“GSPs”) to achieve sustainable groundwater management in basins throughout the State. The Act defines a groundwater “basin” as a basin or sub-basin identified and defined in California Department of Water Resources (“DWR”) Bulletin 118 or as modified pursuant to the Act. Each Party is a local agency located within the Santa Ynez River Valley Groundwater Basin (Bulletin 118, Basin No. 3-15, “Basin”), each is qualified to become a GSA or participate in a GSA or multiple GSAs, and each is authorized to adopt a GSP or participate in the adoption of a GSP or multiple GSPs under the Act for all or a portion of the Basin, as applicable; and

B. **WHEREAS**, the Parties previously executed a “Memorandum of Understanding for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin” dated May 23, 2016 (“2016 MOU”) to, among other things, provide for the initial organization of the Basin according to three separate Management Areas, ensure the timely formation and filing of a separate GSA for each of the three Management Areas, and establish the basis for a cooperative and ongoing working relationship between and among the Parties and GSAs for implementing the goals and requirements of SGMA throughout the Basin; and

C. **WHEREAS**, in accordance with SGMA and the 2016 MOU, three separate GSAs have been formed and are operating within the Basin, wherein one GSA represents the Western Management Area, one GSA represents the Central Management Area, and one GSA represents the Eastern Management Area; and

D. **WHEREAS**, the Western Management Area Groundwater Sustainability Agency (“WMA GSA”) was formed by the City of Lompoc, the Vandenberg Village Community Services District, the Mission Hills Community Services District, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency pursuant to the January 11, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin Under the Sustainable Groundwater Management Act (“WMA MOA”); and

E. **WHEREAS**, the Central Management Area Groundwater Sustainability Agency (“CMA GSA”) was formed by the City of Buellton, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency pursuant to the January 11, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Valley Groundwater Basin Under the Sustainable Groundwater Management Act (“CMA MOA”); and

F. **WHEREAS**, the Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”) was formed by the City of Solvang, the Santa Ynez River Water Conservation District, Improvement District No.1, the Santa Ynez River Water Conservation District, and the Santa Barbara County Water Agency pursuant to the April 27, 2017 Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Valley Groundwater Basin Under the Sustainable Groundwater Management Act (“EMA MOA”); and

G. **WHEREAS**, the Parties hereto wish to supplement and provide a further framework for cooperative and ongoing efforts among themselves and among the WMA GSA, the CMA GSA, and the EMA GSA for implementation of SGMA throughout the Basin in a manner that is effective, efficient, fair, and at reasonable costs.

THEREFORE, in consideration of the Recitals set forth above and the mutual promises set forth below, the Parties agree as follows:

1. Purpose. The primary purpose of this Agreement is to facilitate a cooperative and ongoing working relationship between the Parties and among the WMA GSA, the CMA GSA, and the EMA GSA that will allow them to explore, study, evaluate, develop, and carry out mutually beneficial approaches and strategies for implementing SGMA throughout the Basin in an effective, efficient, fair, and cost-effective manner.
2. Development of Separate Groundwater Sustainability Plans.
 - (a) In accordance with the WMA MOA, the CMA MOA, and the EMA MOA, a separate GSP will be developed by the respective GSAs for each of the three Management Areas identified in the Recitals above. As a part of their cooperative and ongoing efforts under this Agreement, the Parties through their respective GSAs shall continue to discuss and explore the potential formation of one or more new joint powers authority or alternative arrangement(s) to implement the GSPs and carry out the objectives and requirements of SGMA throughout the Basin in a coordinated fashion.
 - (b) As further described at Section 3 below, the Parties acknowledge and agree that the respective GSPs must be developed in a coordinated fashion and that a Coordination Agreement must be developed and submitted to the California Department of Water Resources (“DWR”) together with the three GSPs for the Basin. As foundation to the Coordination Agreement, and in accordance with Section 10727.6 of the Act, the Parties

further acknowledge and agree that their respective GSAs shall coordinate with each other in the preparation of the respective GSPs to ensure that the GSPs utilize the same data and methodologies for the following assumptions:

- Groundwater elevation data;
- Groundwater extraction data;
- Surface water supply;
- Total water use;
- Change in groundwater storage;
- Water budget; and
- Sustainable yield.

(c) Governance and decision-making processes within the individual GSAs shall be governed by the respective Memoranda of Agreement described in the Recitals above, as those documents may be modified or supplemented from time to time by applicable bylaws, policies, amendments, or other agreements.

3. Coordination Agreement. Because multiple GSPs will be developed for the Basin, the Parties agree that a Coordination Agreement shall be developed and entered in accordance with Sections 10727(b)(3), 10727.6, and 10733.4(b)(3) of the Act, and the requirements and elements set forth in Section 357.4 of Title 23 of the California Code of Regulations (“SGMA Regulations”) to ensure that the GSPs are developed and implemented utilizing the same data and methodologies and that elements of the GSPs necessary to achieve the sustainability goal for the Basin are based upon consistent interpretations of the basin setting.

Because developing and executing the Coordination Agreement is a prerequisite to filing the respective GSPs, the Parties agree to commence negotiation of the Coordination Agreement through their respective GSAs as soon as practicable, but no later than July 1, 2020. In the event that essential terms and elements of the Coordination Agreement, as set forth by Section 357.4 of the SGMA Regulations, have not been developed in draft for consideration by the Parties and the respective GSAs by June 1, 2021, any Party to this Agreement may demand in writing to the other Parties that the remaining process for developing and finalizing the Coordination Agreement be administered with the services of a mediator as provided by Section 7 below.

4. Sharing of DWR Grant Funds. The Parties acknowledge that the Santa Ynez River Water Conservation District (SYRWCD) is the grantee of a DWR Proposition 1 grant award of \$1,000,000 (“DWR Grant Funds”) on behalf of the respective GSAs for the three Management Areas and that such DWR Grant Funds are administered pursuant to the 2018 Grant Agreement Between the State of California (DWR) and the SYRWCD (“DWR Grant Agreement”). The Parties agree, individually and through their respective GSAs, that the DWR Grant Funds shall be shared and allocated equally (one-third each) among the WMA GSA, the CMA GSA, and the EMA GSA on behalf of the respective Management Areas for development of their

respective GSPs and related SGMA costs as authorized by the DWR Grant Agreement; and that if any GSA does not incur costs that are reimbursable from its respective one-third share of DWR Grant Funds, such unutilized funds shall be allocated equally (one-half each) to the two remaining GSAs; and that if either of the two remaining GSAs does not incur costs that are reimbursable from its one-half share of such remaining DWR Grant Funds, such unutilized funds shall be allocated to the one remaining GSA; and if the remaining GSA does not incur costs that are reimbursable from such remaining DWR Grant Funds, such unutilized funds shall be administered in accordance with the DWR Grant Agreement. Subject to the requirements of the DWR Grant Agreement, decisions related to the use and application of DWR Grant Funds within any given Management Area shall be made by the respective GSA for that Management Area.

5. Cost Sharing Among GSAs and Securing Joint Services.

- (a) The Parties anticipate the need or opportunity from time to time to perform certain services or activities that are common to and will benefit all three Management Areas and GSAs in preparing their respective GSPs, which services or activities otherwise would be funded individually through the GSAs, and where jointly securing and undertaking such services or activities can improve efficiencies in preparing the GSPs and save costs at a Basin-wide level. These common and mutually beneficial services, activities, and associated costs may include, but are not limited to, SGMA website development, data management systems, technical review, and administrative support. Any decision(s) on a case-by-case basis to secure and undertake services or activities that are common and mutually beneficial to the three Management Areas and GSAs, and to incur the costs associated with any such decision(s), shall require prior approval by all three GSAs, wherein the method, terms, and costs for securing and undertaking such services or activities shall be presented to each GSA as part of the aforementioned approval requirements.
- ~~(b) Costs incurred for services or activities that are undertaken as described in Section 5(a) above shall be equally apportioned among and paid by the three GSAs (one-third each); provided, however, that each GSA shall make its own determination in coordination with SYRWCD of whether to seek reimbursement for its proportionate share of such costs from DWR Grant Funds made available to that GSA as described in Section 4 above. Cost sharing within the individual GSAs shall be administered in accordance with the terms of the WMA MOA, the CMA MOA, and the EMA MOA, along with any applicable amendments to those documents~~
- (c) SYRWCD shall coordinate cost sharing among the GSAs and administer any agreement or contract to provide such services or activities on behalf of the three GSAs as described in Section 5(a) above; provided, however, that SYRWCD may elect in the future not to provide such coordination or administration services, and provided further that the GSAs may agree in writing for a different Party or third-party to coordinate such cost sharing or to administer any such agreement or contract as part of the approval requirements described

in Section 5(a) above. The Parties agree that the costs incurred by SYRWCD or other Party or third-party for providing such coordination or administration services shall be apportioned and shared by the GSAs in accordance with this Section 5.

- (d) Subject to the availability of DWR Grant Funds and other sources of funding that may be available to any of the GSAs, all other SGMA-related costs that are not shared among the three GSAs in accordance with this Agreement, including but not limited to those for preparation and implementation of their respective GSPs, shall be borne by the respective GSAs and Parties thereto in accordance with their respective Memoranda of Agreement described in the Recitals above, as those documents may be modified or supplemented from time to time by applicable bylaws, policies, amendments, or other agreements. Nothing in this Agreement is intended to nor shall limit any Party or any of the GSA from seeking recovery of SGMA-related costs, including but not limited to those for preparation or implementation of the GSPs, from water users and other persons and entities in any lawful manner, including but not limited to the authorities provided by SGMA.
6. Ongoing Cooperation. In accordance with the primary purpose of this Agreement, the Parties agree to coordinate with each other in good faith to ensure a cooperative and ongoing working relationship between the Parties and among the WMA GSA, the CMA GSA, and the EMA GSA that will allow them to explore, study, evaluate, develop, and carry out mutually beneficial approaches and strategies for implementing SGMA throughout the Basin in an effective, efficient, fair, and cost-effective manner. In furtherance of this purpose, each Party shall identify a principal contact person and other appropriate staff and/or consultant(s) to participate on such Party's behalf in carrying out this Agreement.
7. Dispute Resolution.
- (a) The Parties agree to mediate any claim or dispute arising from this Agreement before filing any court action; provided, however, that any Party may elect not to mediate, where any Party that elects not to mediate or commences a court action based on a dispute or claim arising from this Agreement without first attempting to resolve the matter through mediation as provided in this Section 7 shall not be entitled to recover attorneys' fees or costs, even if such fees and costs otherwise would be available to that Party in any such action. A Party shall satisfy the requirement for "first attempting to resolve the matter through mediation" by proceeding or otherwise participating in accordance with the entire process set forth in Section 7(b) below.
 - (b) In the event of a claim or dispute, or where the Parties or respective GSAs cannot reach agreement on any matter arising under this Agreement, including but not limited to preparing GSPs in a coordinated fashion as described in Section 2(b) above, or developing a Coordination Agreement as described in Section 3 above, any Party may provide a written Notice of Dispute to the other Parties that describes in detail the claim or disputed matter ("Dispute"). Upon issuance of a Notice of Dispute, a meeting shall be conducted within

twenty (20) calendar days from the date of the Notice of Dispute among all Parties that elect to participate in the meeting as a good faith attempt to resolve the Dispute informally (“Informal Dispute Resolution”). In the event the Dispute is not resolved through Informal Dispute Resolution within thirty (30) calendar days from the date of the Notice of Dispute, the Party that initially provided the Notice of Dispute shall provide a separate written notification to all Parties that participated in the Informal Dispute Resolution process which identifies three mediator candidates, all of whom must be an attorney, engineer, or hydrogeologist experienced and familiar with SGMA, to mediate the Dispute (“Formal Dispute Resolution”). Furthermore, all mediator candidates must be unbiased neutrals who are not participants in any of the GSAs in the Basin and who are not officials, officers, employees, contractors, consultants, or agents of any of the Parties to this Agreement. Within ten (10) days of receiving a written notification of qualified mediator candidates, all Parties that elect to participate in such Formal Dispute Resolution may provide a written response consenting to one or more of the mediator candidates or identifying up to three additional qualified mediator candidates. Thereafter, if a mediator is not mutually-agreed upon by said participating Parties from the combined list within fifteen (15) calendar days, each party shall submit two potential mediators that they would approve and a mediator shall be picked by a non-party through random selection from the Parties’ combined lists of remaining mediators. Once initiated, the mediation shall be completed within 30 days.

- (c) Mediation fees, if any, shall be divided equally among the Parties that elect to be involved in a mediation process pursuant to Section 7(b) above. Each Party involved in the mediation shall be responsible for its own attorneys’ fees and costs.
- (d) This Section 7 shall not preclude any Party from meeting and conferring with any other Party or Parties to mutually resolve a dispute or claim prior to requesting or participating in the mediation processes described in Section 7(b) above.
- (e) This Section 7 shall not preclude any Party from seeking a preliminary injunction or other interlocutory relief if necessary to avoid irreparable harm or damages.

8. Indemnification. To the extent authorized by law, each Party shall defend, indemnify, and hold harmless the other Parties and their respective elected officials, officers, supervisors, employees, agents, contractors, and consultants from and against any and all damages, demands, actions, claims, or liabilities for the indemnifying Party’s acts or omissions arising from carrying out this Agreement.

9. Miscellaneous/General Provisions.

- (a) Notices. Any formal notice required or other formal communication given under the terms of this Agreement shall be in writing to all of the Parties and shall be given personally, by electronic mail (email), or by certified mail, postage prepaid and return receipt requested.

The date of receipt of any written notice provided hereunder shall be the date of actual personal service, or email, or three days after the postmark on certified mail.

- (b) Entire Agreement/Amendments/Counterparts. This Agreement incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto, including the 2016 MOU; provided, however, this Agreement does not amend, supersede, or modify the WMA MOA, the CMA MOA, or the EMA MOA as described in the Recitals above, as those documents may be amended or supplemented. This Agreement may be amended (including without limitation to add new Parties) only in a writing executed by all of the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Termination/Withdrawal. This Agreement shall remain in effect unless terminated by the mutual consent of the Parties. Upon 30 days written notice to the other Parties, any Party may withdraw from this Agreement, and the Agreement shall remain in effect for the remaining Parties. No Party shall be liable to any other Party for electing to withdraw from this Agreement.
- (d) Assignment. No rights or duties of any of the Parties under this Agreement may be assigned or delegated without the express prior written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties without such written consent shall be null and void.
- (e) Insurance. Each Party shall maintain its own insurance coverage through commercial insurance, self-insurance, or a combination thereof, against any claim, expense cost, damage or liability arising out of the performance of its responsibility pursuant to this Agreement, to the extent insurable.
- (f) Counsel. The Parties recognize that as of the Effective Date of this Agreement, independent legal counsel has not been retained to represent any of the three GSAs in the Basin. Until such time as any Party may decide otherwise within its sole and absolute discretion, each Party agrees, in its individual capacity and as a member agency of its respective GSA, to utilize its own legal counsel for all purposes, including but not limited to those related in any way to compliance with SGMA and any and all other legal requirements, to rely exclusively upon the legal advice of its own legal counsel, and to bear all of its own fees, costs, and expenses for legal counsel, including but not limited any experts or consultants retained through legal counsel on behalf of that Party. This arrangement shall not be construed in any way to create an attorney-client relationship or a duty of loyalty between an attorney and any Party other than the direct client of that attorney, and no such relationship will be deemed to arise by implication as a result of this

Agreement. The provisions of this Section 9(f) shall not be affected in the event, if any, that any or all of the GSAs in the Basin determine(s) to retain independent legal counsel.

- (g) CEQA. The Parties recognize and agree that, pursuant to 10728.6 of the Act and Public Resources Code Section 21065, neither this Agreement nor the preparation or adoption of a GSP constitutes a “project” or approval of a project under the California Environmental Quality Act (“CEQA”) or the State CEQA Guidelines.
- (h) No Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to confer any benefit or create any right for any third party, or to provide the power or right of a third party to bring an action to enforce any of the terms of this Agreement.
- (i) Attorneys’ Fees and Costs. Subject to the provisions of Section 7 above, if any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party or Parties, as determined by the court, shall be entitled to recover reasonable attorneys’ fees and costs which shall be determined by the court. The attorneys’ fees and costs to be awarded shall be made to fully reimburse the prevailing Party or Parties for all reasonable attorneys’ fees and costs, including but not limited to expert fees, costs, and expenses actually incurred in good faith, regardless of the size of the judgment or outcome of the action; provided, however, that recoverable fees awarded to any prevailing party shall not exceed the rate of three hundred and twenty-five dollars (\$325.00) per hour for attorneys or experts.
- (j) Authority/Binding Effect. Each Party represents and warrants that the individual(s) executing this Agreement is authorized to do so and thereby obligate such Party to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind the Party to this Agreement.
- (k) Incorporation of Recitals. ~~The Recitals set for the above are hereby imported into this Agreement.~~

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

[Signature Pages Below]

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Katherine A. Stewart, President
Board of Directors

Date

APPROVED AS TO FORM:



Michael A. Munoz
Senior Deputy County Counsel

12/23/19

Date

ATTEST:




Stephanie Garner
Secretary, Board of Directors

Date

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.B

FROM: Joe Barget, General Manager 
Cynthia Allen, Administrative Services Manager 
Michael Garner, Operations and Maintenance Manager 

DATE: January 7, 2020

SUBJECT: Geographic Information System (GIS)

Recommendations: Approve \$25,248.00 purchase order to iWater Inc. for GIS software and \$5,081.88 purchase order to MoringTech for GIS hardware.

Policy Implications: District Ordinance 1.6.1.3 requires the Board of Directors approve purchases exceeding \$25,000.

Resource Impacts:

- Fiscal Year 2019-20 capital budget includes \$100,000 for this project: \$50,000 for water and \$50,000 for wastewater.
- Annual maintenance of \$2,200 for technical support and updates to the software will be included on future expense budgets.

Alternatives Considered: Additional quotes were received from t4 Spatial (\$24,710 + \$13,728 annual), Websoft Developers (\$54,000 + \$15,000 annual), and ZWorld GIS (\$58,360 + \$10,000 annual).

Discussion: The purpose of the budgeted GIS database is to expand the District's preventative maintenance program by collecting comprehensive asset data, including age, condition, geospatial location, and real-time maintenance data, into a central electronic database accessible in the field.

The field crew currently maintains over \$9 million in water and wastewater system assets which includes 518 gate valves, 201 fire hydrants, 2602 water services, 33 miles of water mains, 30 miles of sewer mains, and 546 manholes. Although our preventative maintenance schedule is computerized, the actual maintenance records are kept on paper and filed in binders at the shop. The field crew has to go to the shop to get the binder if they unexpectedly have to work on an asset and, if the regularly scheduled maintenance on an asset gets skipped (e.g., a car parked too close to the asset to safely perform maintenance and staff forgets to return to check later), it may not be maintained until next year when the annual maintenance work order is printed again. In the GIS system, asset icons will change color when the asset is due for maintenance.

In the last few years, District staff has reviewed numerous GIS software packages, attended multiple presentations, and narrowed it down to infraMAP by iWater. In addition to being the most economical, the infraMAP software is compatible with our meter reading software, its menus and forms are customizable to our needs, and it is used by multiple agencies in our area, including Goleta, Thousand Oaks, Camarillo, and Nipomo.

Attachments:

1. iWater Estimate dated 3/20/19 (price confirmed 12/18/19)
 2. infraMAP Software Information Packet
-

iWater, Inc.
 12 Goodyear, Suite 130
 Irvine, CA 92618-3747
 Office: 949-768-4549
 Fax: 949-768-4155
 CA Contractor License #: A 783766



Estimate

DATE	ESTIMATE #
3/20/2019	208196

Estimate pricing valid for 30 days.

Bill to:

Vandenberg Village Community Ser District
 Cynthia Allen
 3745 Constellation Rd
 Lompoc, CA 93436

Ship To:

Vandenberg Village Community Ser District
 Cynthia Allen
 3745 Constellation Rd
 Lompoc, CA 93436

Please visit our websites at:
www.iWater.org and www.infraMAPsoftware.com

REP	TERMS	PROJECT
ARH	Net 30	
QTY	COST	TOTAL:

ITEM	DESCRIPTION	QTY	COST	TOTAL:
infraMAP Field	infraMAP Field (Formerly infraMAP Enterprise): - Software system for editing and updating infrastructure data. - Built on ESRI ArcGIS Engine framework. - Can be installed on a laptop/tablet PC as a mobile GPS system or on a desktop computer.	2	5,499.00	10,998.00
MANAGER	infraMAP Manager software - Controls setup, security and database integration. - Includes software and installation. - Must be installed for infraMAP Field and infraMAP NOW.	1	750.00	750.00
Field Integration	Installation of infraMAP Software. - Includes GIS configuration and data integration. - CAD Integration + \$1,500 - Existing data will be validated.	1	9,500.00	9,500.00
Training, infraMAP	Training for infraMAP Software. Price is per day. (Minimum 2 days.)	2	2,000.00	4,000.00
	Sales Tax (7.75%)			\$0.00

Approved by: _____ **Date:** _____ **TOTAL: \$25,248.00**

PLEASE NOTE: CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAX, WHETHER OR NOT SPECIFIED.



infraMAP®
S O F T W A R E

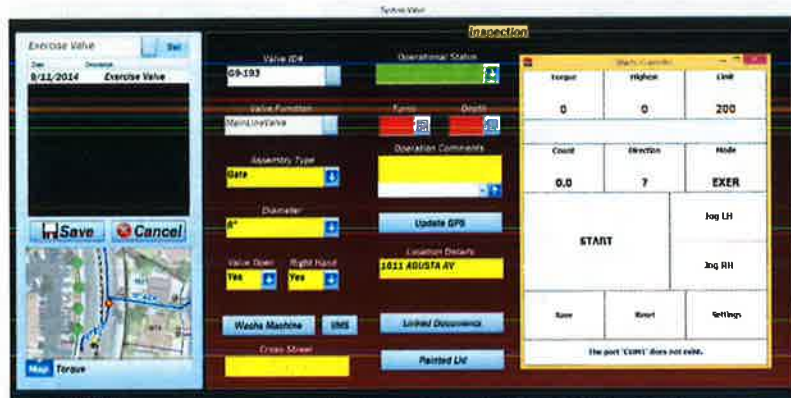


CREATED FOR FIELD CREWS, BY FIELD CREWS.

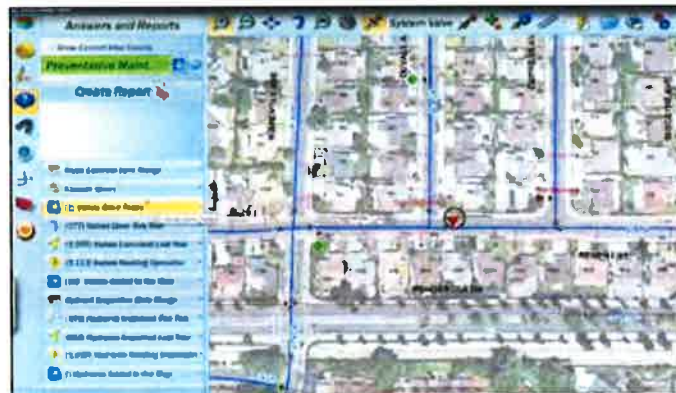
- infraMAP is optimized for pen-based or touch-screen computers:
 - Tapping on the display and redlining is simple to learn and use.
 - Handwriting recognition eases the transition from paper to computers.



- infraMAP is the only mobile GIS system with the ability to directly control hydraulic valve machines:
 - Full support for all EH Wachs Automated Valve Exercising Equipment.

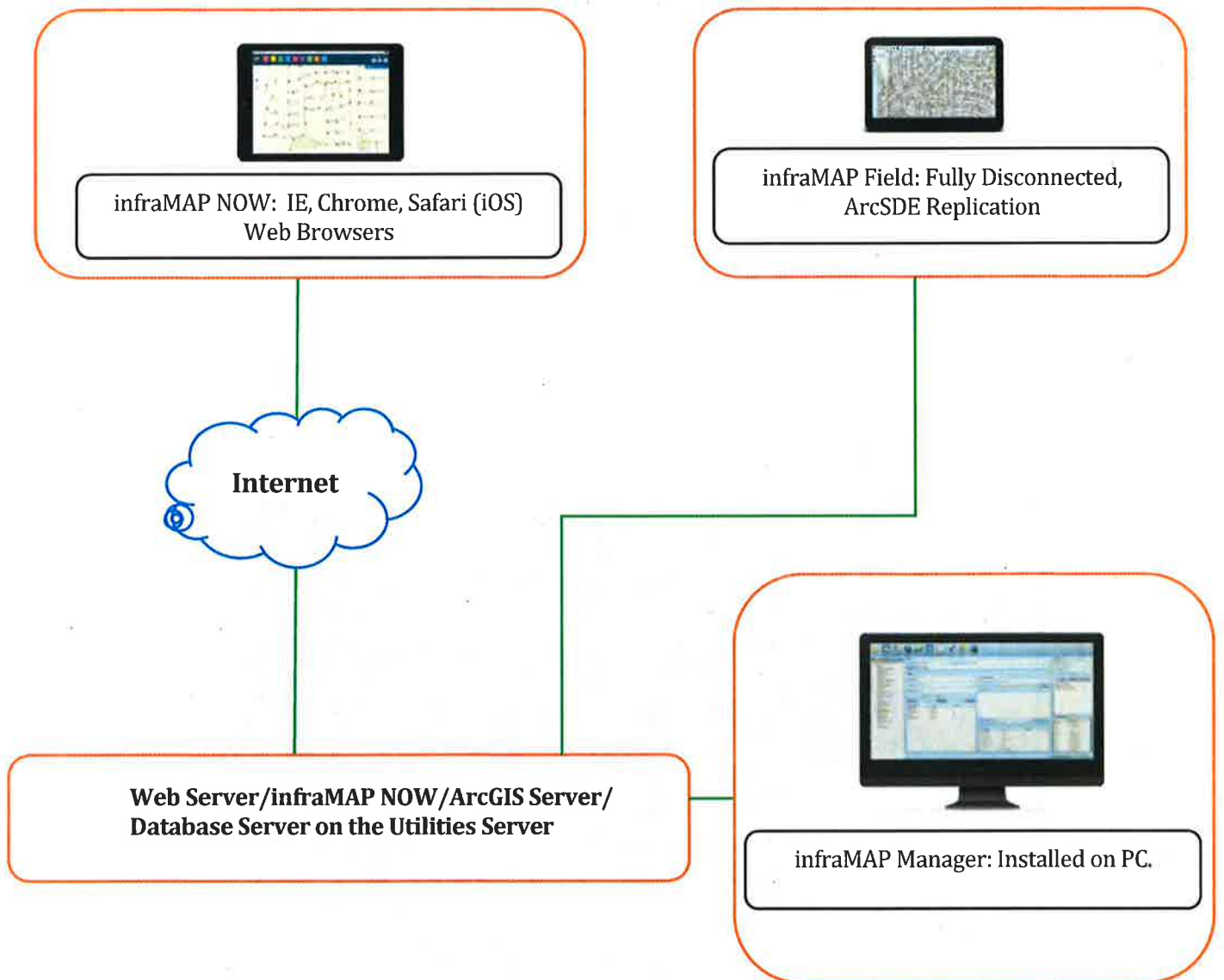


- infraMAP is a fully functioning GPS navigation system:
 - Real-time vehicle location is displayed on the map.
 - Turn-by-turn directions can be generated for any asset in the system.

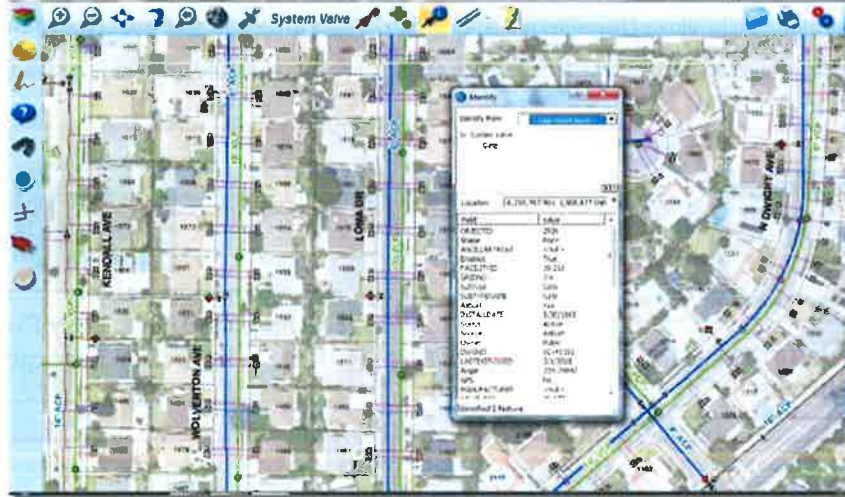


Real-Time or Fully Disconnected

- infraMAP functions in the office and in the field for Real-Time and Disconnected environments:
 - Connects directly with an SDE version on a desktop workstation.
 - infraMAP NOW allows Real-Time editing through a web browser for collecting, inspecting and updating assets in the field.
 - infraMAP Field allows Disconnected editing for GIS data to be validated and updated out in the field.
 - Retains all geodatabase functionality such as domains, subtypes, and geometric networks.



- infraMAP displays facility attributes and customer information:
 - Uses an ArcMap MXD file to configure symbology and visible layers.
 - Any feature on the map can be displayed and identified.



- infraMAP can display maintenance history from the office or out in the field:
 - Every asset inspection form has a detailed list of activity history.
 - Each entry in history can be clicked on to see what was done and when.

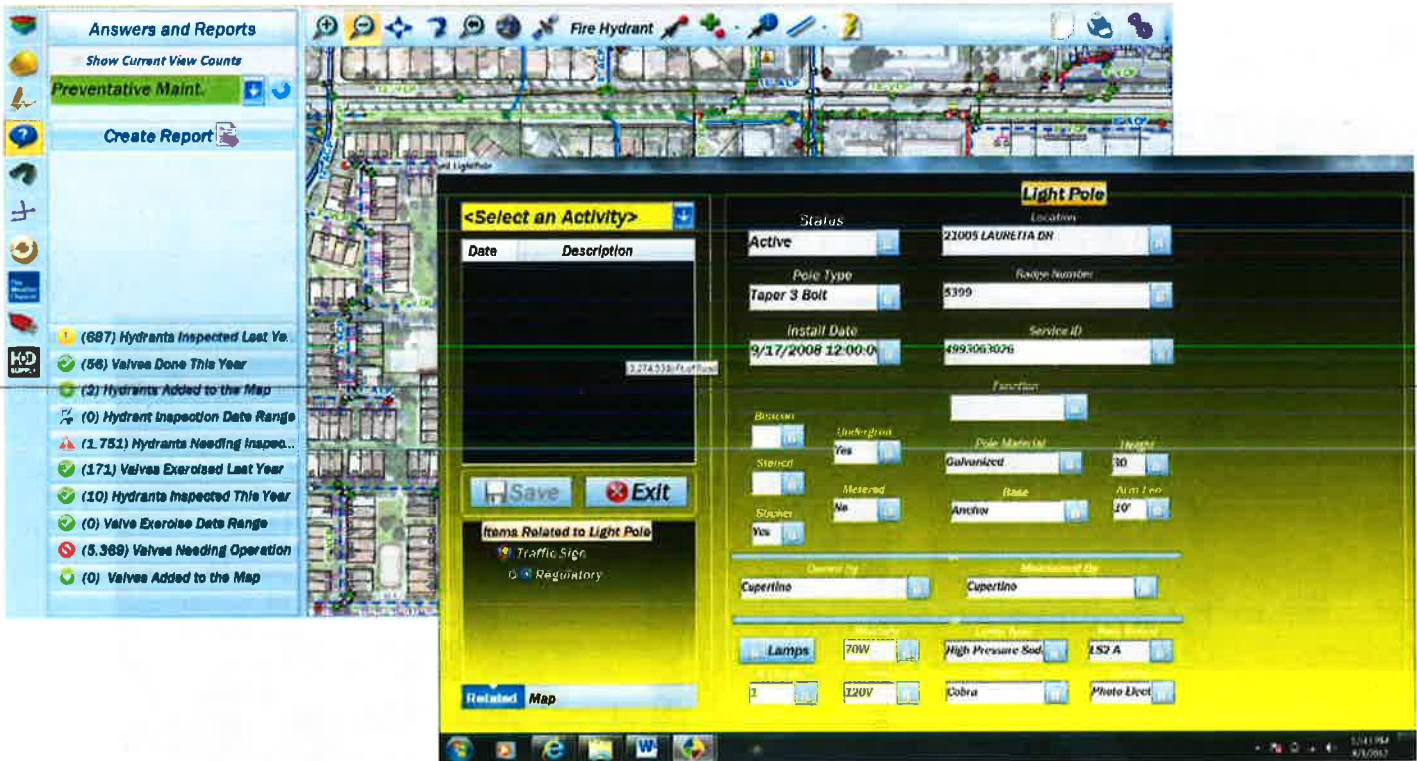
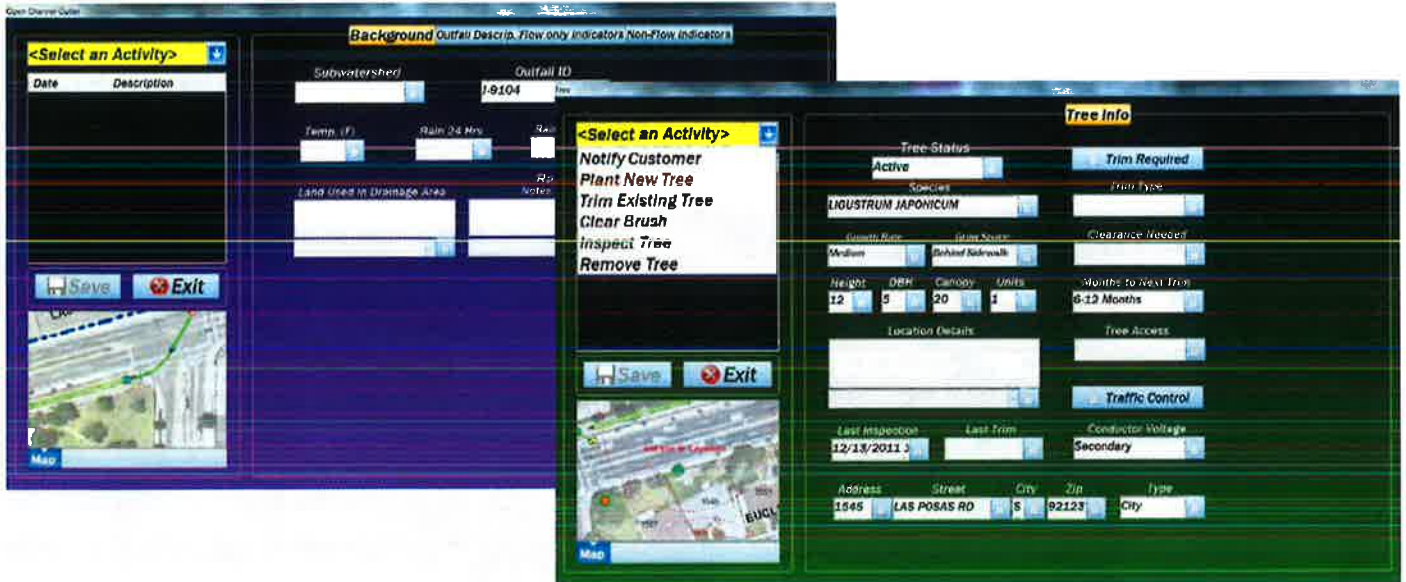




Forms For Any Asset

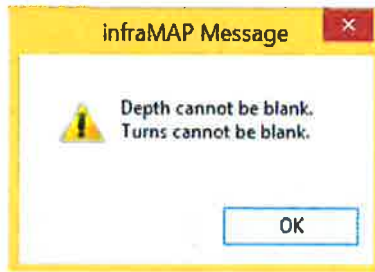
- infraMAP features easy to use forms to display and input maintenance data:
 - Allows for maintenance of water distribution systems, sewer collection systems, streets department, sign maintenance, tree maintenance, natural gas systems, energy service systems and much more.
 - Intuitive "follow the yellow" interface allows step-by-step data input.



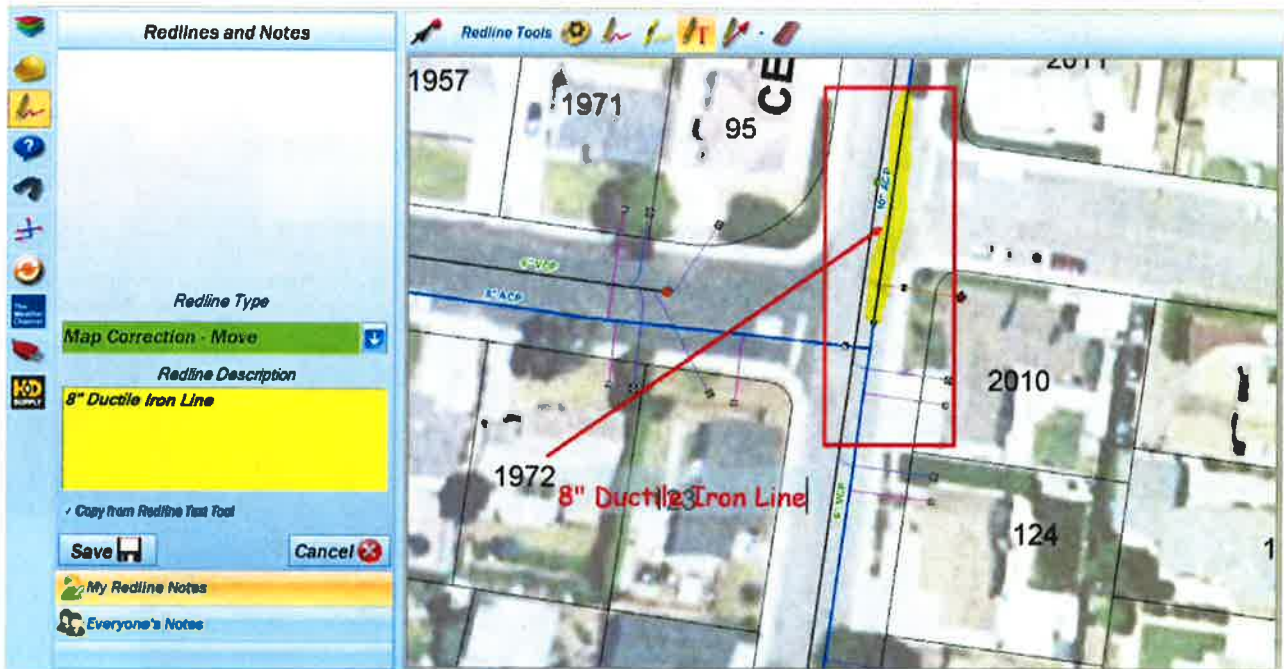


Built-in Quality Control

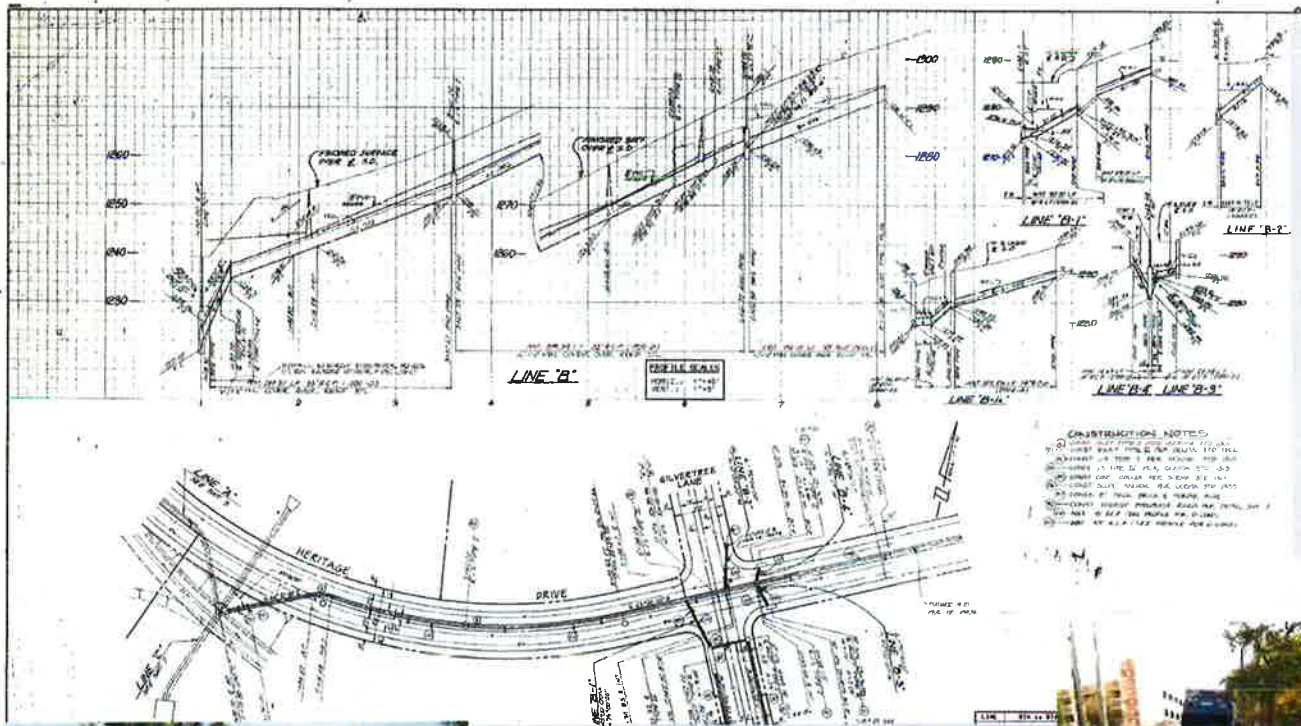
- infraMAP features field specific quality assurance / quality control:
 - Required fields can be easily configured for all inspection forms.
 - Supports validation of valve turns based on gate valve diameter.
 - Input forms can guarantee numeric values and consistent data.
 - Automatically calculate Fire Flow rates and volume.



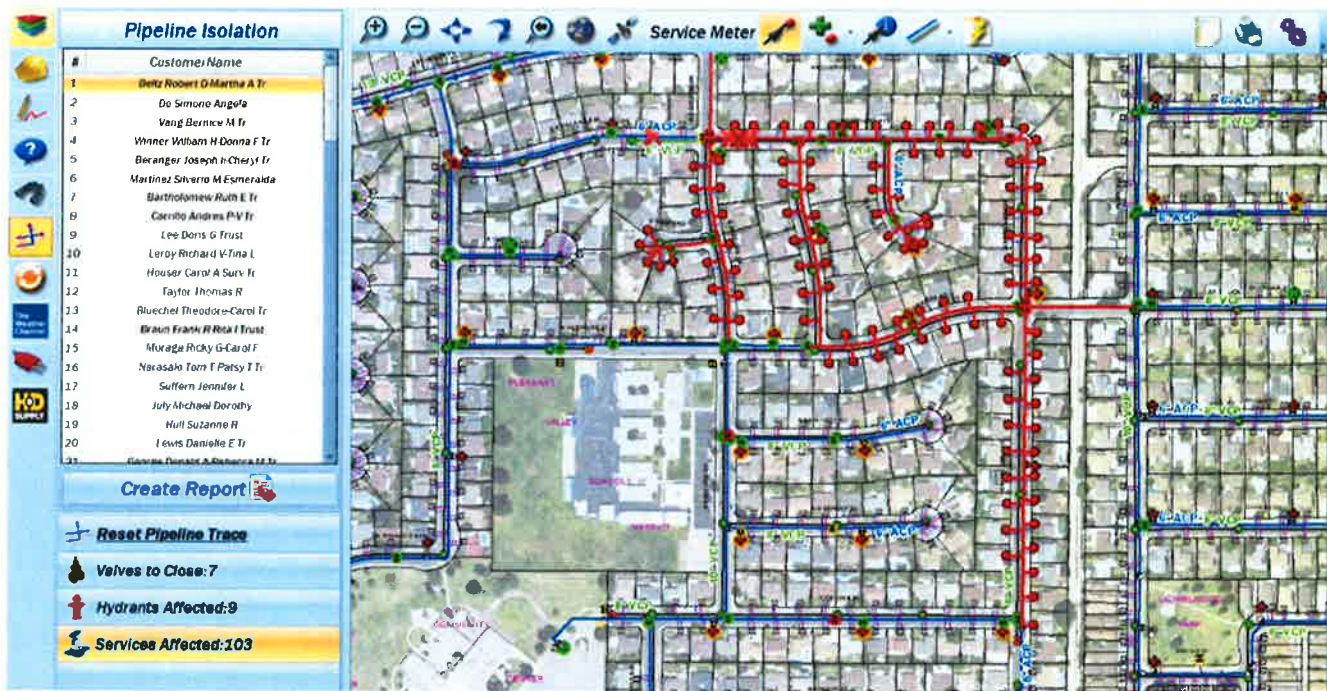
- infraMAP includes intuitive Redline functionality:
 - Redlines are organized by My Redlines and Shared Redlines.
 - Drawing interface is simple and straightforward.
 - Notes can be emailed to anyone directly from the field.



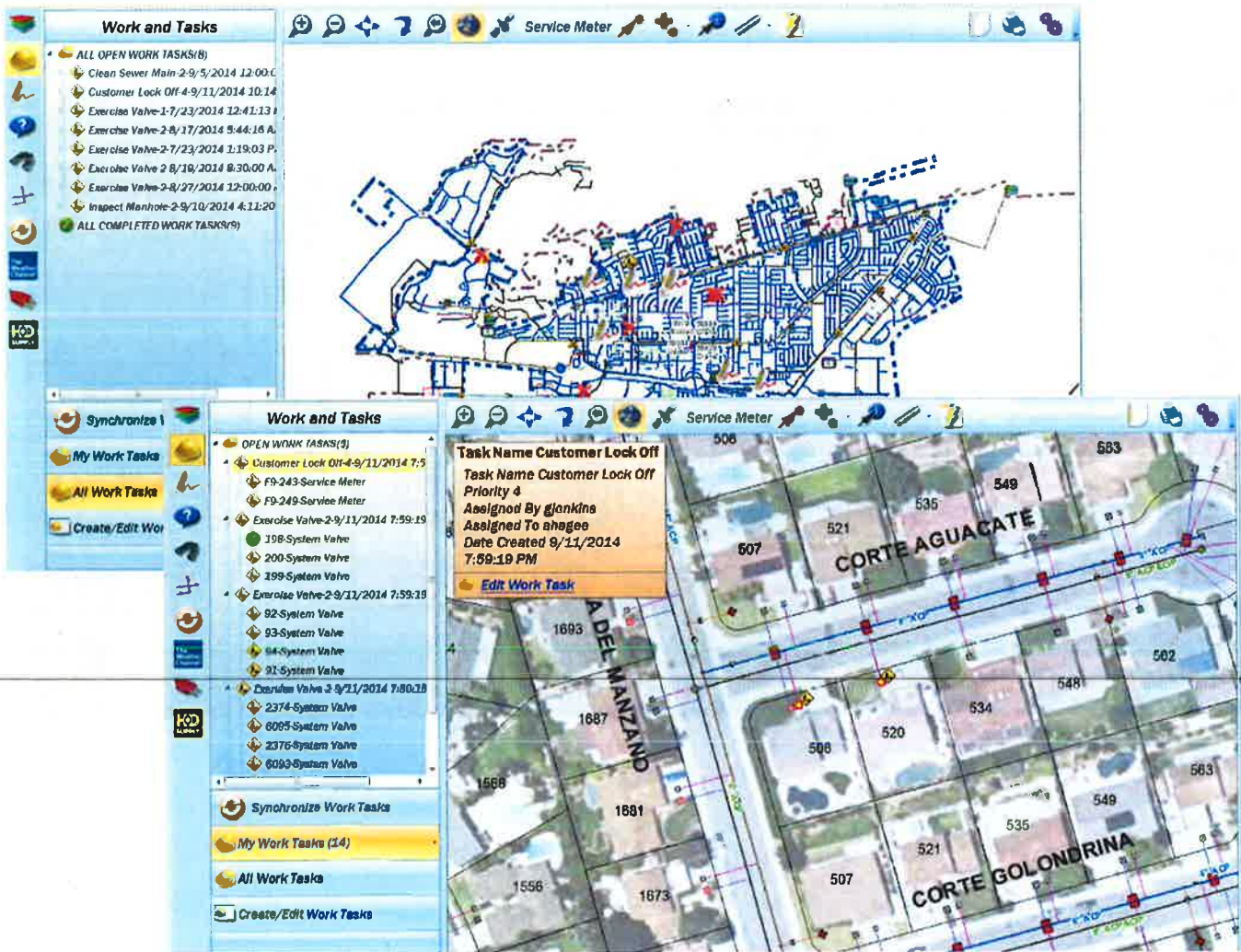
- infraMAP features advanced hyperlinking and photo attachments:
 - As-builts and other documents can be pulled up quickly and easily.
 - Intuitive document navigation allows for quick zooming and panning.
 - Attach photos to assets out in the field or in the office.



- infraMAP utilizes the most advanced line tracing technology available:
 - Designed to bypass inoperable or buried valves.
 - Traces the water source, then upstream and downstream to prevent closing unnecessary valves.
 - Clearly identifies the valves to close, hydrants affected, and customers out of water.
 - Outage reports can be automatically generated for reverse 911 systems, writing ticket hangers or general reporting purposes.



- infraMAP Work and Tasks is simple to set up and configurable by the end user:
 - Create/Assign Work and Tasks to individual users.
 - Ability to see all Work and Tasks assigned to field crews.
 - Synchronize from the Field or in the Office with infraMAP Field.
 - Create/Receive Work Tasks Real-Time with infraMAP NOW (Late Fall 2014).
 - Supports one to one or one to many Work and Tasks.





Centralized Manager

- infraMAP supports locked down functionality for all users:
 - Administrator controls all settings through a centralized manager.
 - Design forms, configure reports, templates, users, roles quickly and easily.
 - Username/Password required to log into infraMAP software.



- infraMAP Field will run on Microsoft Windows 7, 8 and 8.1 desktop or tablet devices.
- infraMAP NOW runs on tablet devices with Chrome, Safari and Internet Explorer browsers.

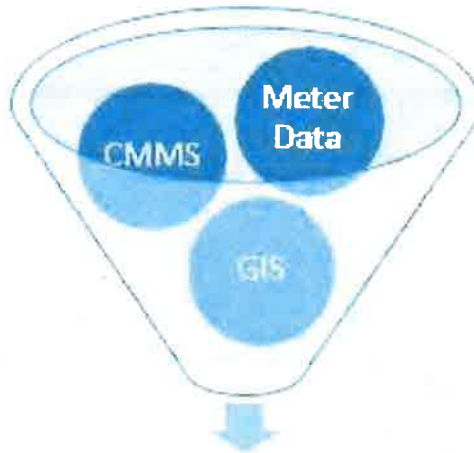




SCADAWatch™



InfoMaster™

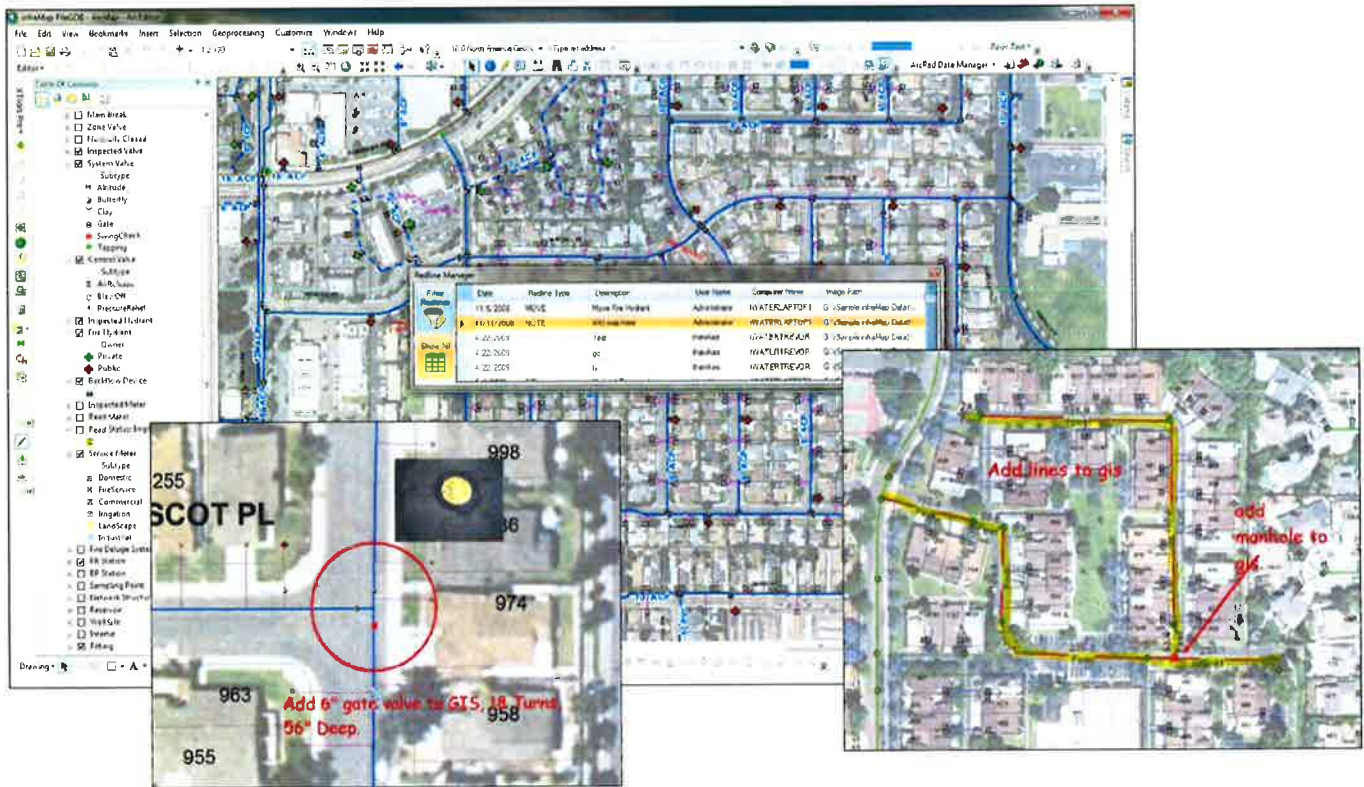


Field Crews with



infraMAP®
S O F T W A R E

- infraMAP is GIS-Centric:
 - infraMAP maintains upward compatibility with current ArcGIS releases.
 - infraMAP supports all ESRI data formats.
- infraMAP is compatible with ArcGIS 10.2.2 and earlier:
 - infraMAP was developed using the ArcGIS for Engine and ArcGIS for Server framework.
 - Supports File, Access, and SDE geodatabases.
- infraMAP supports any data model:
 - All database and application settings can be configured easily using XML
 - Implementations are extremely fast and simple to roll out.
- infraMAP Desktop Extension for ArcGIS allows central data management:
 - View checked-out replicas and version history.
 - Manage field redlines within ArcGIS.



VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

TO: Board of Directors ITEM: 8.C
FROM: Joe Barget, General Manager 
Stephanie Garner, Board Secretary 
DATE: January 7, 2020
SUBJECT: Committees and Agencies

Recommendations:

- Confirm Board President Stewart’s appointments to standing committees and external agencies.
- Develop a conference schedule for use in preparing next fiscal year’s budget.

Policy Implications: District Ordinance 1.2.4 requires the President to appoint standing committees and representatives to external agencies at the first meeting in January of every year. Appointments are subject to the confirmation of the Board.

Resource Impacts:

- Directors are compensated for meeting attendance: \$100 per board meeting, \$50 per committee meeting, and \$75 per Groundwater Sustainability Agency committee meeting.
- Directors are reimbursed for travel and other expenses to attend conferences, training, and monthly meetings of the Santa Barbara County Chapter of the California Special Districts Association.
- The estimated annual Directors Expense budget for FY 2020-21, based on historic levels of attendance at these conferences, would be approximately \$28,500.

Alternatives Considered: The Board President may consider factors such as seniority, background, availability, and interests in making appointments.

Discussion: The Board has three standing committees and the Ground-water Sustainability Agency (GSA) Committee which was formed in 2018. Ad-hoc committees are appointed as needs arise.

President Stewart's proposed appointments to committees and external agencies are attached.

The District is an active member of the California Special Districts Association (CSDA), the Santa Barbara County Chapter of the CSDA, and the Association of California Water Agencies (ACWA). A Director occasionally attends quarterly meetings of the Santa Ynez River Water Conservation District (SYRWCD).

The annual Directors Expense budget funds salaries, local training, and attendance levels at the following major conferences:

- Annual CSDA (2 directors)
- Annual CSDA Special Districts Legislative Days (1 director)
- Fall ACWA (1 director)
- Spring ACWA (2 directors)

Staff recommends developing a conference schedule for use in preparing the budget for the next fiscal year. A schedule also enables the Board Secretary to make reservations well in advance to secure the best hotel rooms and take advantage of early-registration discounts.

Attachments:

1. 2020 Board of Directors
2. Letter to Santa Barbara County Chapter of the CSDA
3. FY 2020-21 Conference Schedule

2020 Board of Directors

Vandenberg Village Community Services District

Officers	Director
President	Stewart
Vice President	Brooks
Finance Officer	Bumpass

Committees	Director
Finance/Budget	Bumpass *
	Redmon
Legal/Personnel	Wyckoff *
	Redmon
Water/Wastewater	Brooks *
	Stewart
Groundwater Sustainability Agency (GSA)	Brooks (primary)
	Stewart (alternate)

* *Committee chair*

Agencies	Director
Association of California Water Agencies (ACWA) / Joint Powers Insurance Authority (JPIA)	Brooks *
	Stewart
California Special Districts Association (CSDA) / Santa Barbara County Chapter	Stewart *
	Bumpass
Santa Ynez River Water Conservation District	Stewart *
	Redmon

* *Primary agency representative*

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

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



January 7, 2020

Santa Barbara County *Chapter of the* California Special Districts Association
c/o Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Ladies and Gentlemen:

In accordance with Article II, Section 2 (Voting Rights) of the Bylaws of the Santa Barbara County *Chapter of the* California Special Districts Association, dated September 23, 2013, the Board of Directors of Vandenberg Village Community Services District designates the following individuals to exercise our right to vote:

Representative: Director Katherine Stewart

Alternate: Director Robert Bumpass

Approved at the regular board meeting on January 7, 2020.

Sincerely,

Katherine A. Stewart
President, Board of Directors

FY 2020-21 Conference Schedule				
	Annual CSDA	Fall ACWA	Spring ACWA	Annual SDLD
Director	Aug 24-27, 2020 Indian Wells	Nov 30-Dec 4, 2020 Indian Wells	May 3-7, 2021 Monterey	May 18-19, 2021 Sacramento
Brooks				
Bumpass				
Redmon				
Stewart				
Wyckoff				

<i>Estimated Cost (per person)</i>	\$2,759	\$3,225	\$3,081	\$2,209
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Director Stewart – Trip Report
ACWA Fall Conference – San Diego, Dec 3-6, 2019

- ACWA Groundwater Committee Meeting
 - Groundwater Replenishment video and booklet
 - “Dark Waters” a must see PFAS/PFOS
 - SGMA deadline fast approaching – Local vs. State Control
 - Critical Species LookBook Tool online availability; identify endangered species in your area (Dept. of Fish and Wildlife)
- Value of Water toolkit – Water infrastructure remains unseen and misunderstood:
 - Key Messages
 - Fact Sheet/Infographic
 - Five social media graphics
- ACWA 101 luncheon class
 - Who is ACWA and who do they represent
 - All about ACWA; covers cyber-attacks/hostage situations now
- Guest speaker on the panel for Town Hall Meeting - Disadvantaged Communities:
 - Joaquin Esquivel – Chair, State Water Resources Control Board
- ACWA Vice President election upset for Sarah Palmer, extremely rare to go against the slate; Pam Tobin is the new Vice President, vote 69-50
- Safe drinking water for disadvantaged communities continues. Excess money is a quick fix but does not solve the overall issue, sustainment:
 - Case Study Sativa, CA
- New ACWA Talks forum (similar to TED Talks)
 - Tribal Desecration of land sites
 - Violent Language Awareness
 - Unsafe Drinking Water on the Reservations; lowest priority concern
- Confirmed Cyber-Attacks on the rise – Bitcoin Hostage
- Region 5 Board Meeting – my first one as new Region 5 Board Director
- Tap vs. Bottled Water – They both have to be regulated to meet U.S. EPA standards, however tap also has to meet CA Division of Drinking Water Standards
 - Tap water costs two-tenths of one cent (0.2¢) per gallon whereas bottled water is \$1.27 per gallon on average
 - Tap has no waste, yet as many as 85 million plastic bottles are produced the U.S. each day. Only 29.7% were recycled in 2016!

Which is really the Better Choice?

