

**REVISED NOTICE AND REVISED AGENDA OF JOINT SPECIAL MEETING  
OF THE BOARD OF DIRECTORS FOR THE FOLLOWING AGENCIES:**

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY  
AND  
SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY  
AND  
SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
WESTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

will be held on Friday, December 6, 2024, at 9:00 A.M.  
at Buellton City Council Chambers, 140 West Highway 246, Buellton, California

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EMA GSA Director Brett Marymee will be attending the meeting via teleconference from the following location:  
32001 Railroad Canyon Rd, Canyon Lake, California. Members of the public may join him at that location.

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**Optional remote public participation is available via Telephone or ZOOM**

To access the meeting via telephone, please dial: 1-669-900-6833 or via the Web at: <http://join.zoom.us>  
“Join a Meeting” - Meeting ID: **819 2652 0437** Meeting Passcode: **650048**

**\*\*\* Please Note \*\*\***

The above teleconference option for public participation is being offered as a convenience only and may limit or otherwise prevent your access to and participation in the meeting due to disruption or unavailability of the teleconference line. If any such disruption of unavailability occurs for any reason the meeting will not be suspended, terminated, or continued. Therefore in-person attendance of the meeting is strongly encouraged.

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**REVISED AGENDA OF JOINT SPECIAL MEETING**

1. Call to Order
2. Consider Appointment of Moderator to Facilitate Joint GSA Meeting
3. Roll Call
4. Public Comment (Any member of the public may address the Committees relating to any non-agenda matter within the Committees’ jurisdictions. The total time for all public comments shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committees at this meeting on any public comment item.)
5. Receive presentation of October 2024 Santa Ynez Basin Groundwater Monitoring from Santa Barbara County Water Agency
6. Receive update on Proposition 68 Grant and consider approval of the First Amended and Restated Subgrant Agreement
7. Review and consider approval ~~of Contract Services Agreement~~ of WMA GSA Task Order with Stetson Engineers to prepare Consolidated 2024 Santa Ynez River Valley Groundwater Basin Annual Report; and Joint Cost Share and Reimbursement Agreement between the EMA, CMA and WMA
8. Receive verbal update on the Above Narrows Alluvium Action Plan

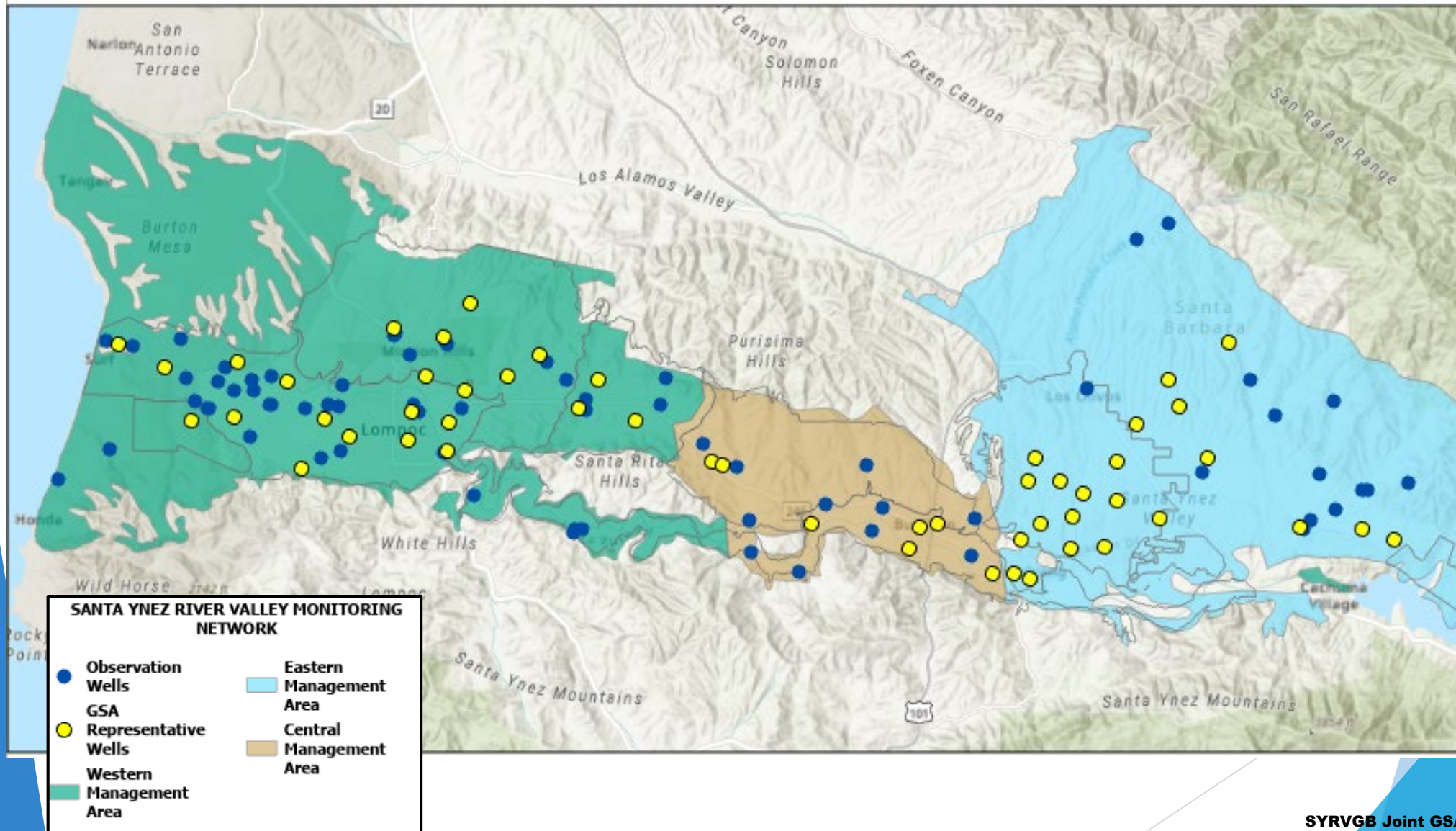
9. Review and Consider Approving Proposed Schedule of Quarterly Joint GSA Meetings for 2025
  - a. Friday, March 7, 2025
  - b. Friday, June 6, 2025
  - c. Friday, September 5, 2025
  - d. Friday, December 5, 2025
10. GSA Board Member Reports and Requests for future Joint GSA Agenda Items
11. EMA Only: Review and consider approval of Contract Services Agreement with Robert Stilts, CPA for EMA GSA Bookkeeping Services
  - a. Adjourn EMA GSA Board Meeting
12. CMA and WMA Only: Discuss and Consider Authorizing Plan Manager to Send Stream Gauge Commitment Letter to CalSIPs'
  - a. Adjourn CMA GSA Board Meeting
13. WMA Only: Review and consider approval of the Minutes of the Joint Special Meeting of September 6, 2024
  - a. Adjourn WMA GSA Board Meeting
14. Adjourn Joint Special Meeting

[This agenda was posted 24 hours prior to the scheduled special meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and SantaYnezWater.org in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

# SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN

OCTOBER 2024 BASIN-WIDE DISCRETE WATER-  
LEVEL MEASUREMENT SUMMARY

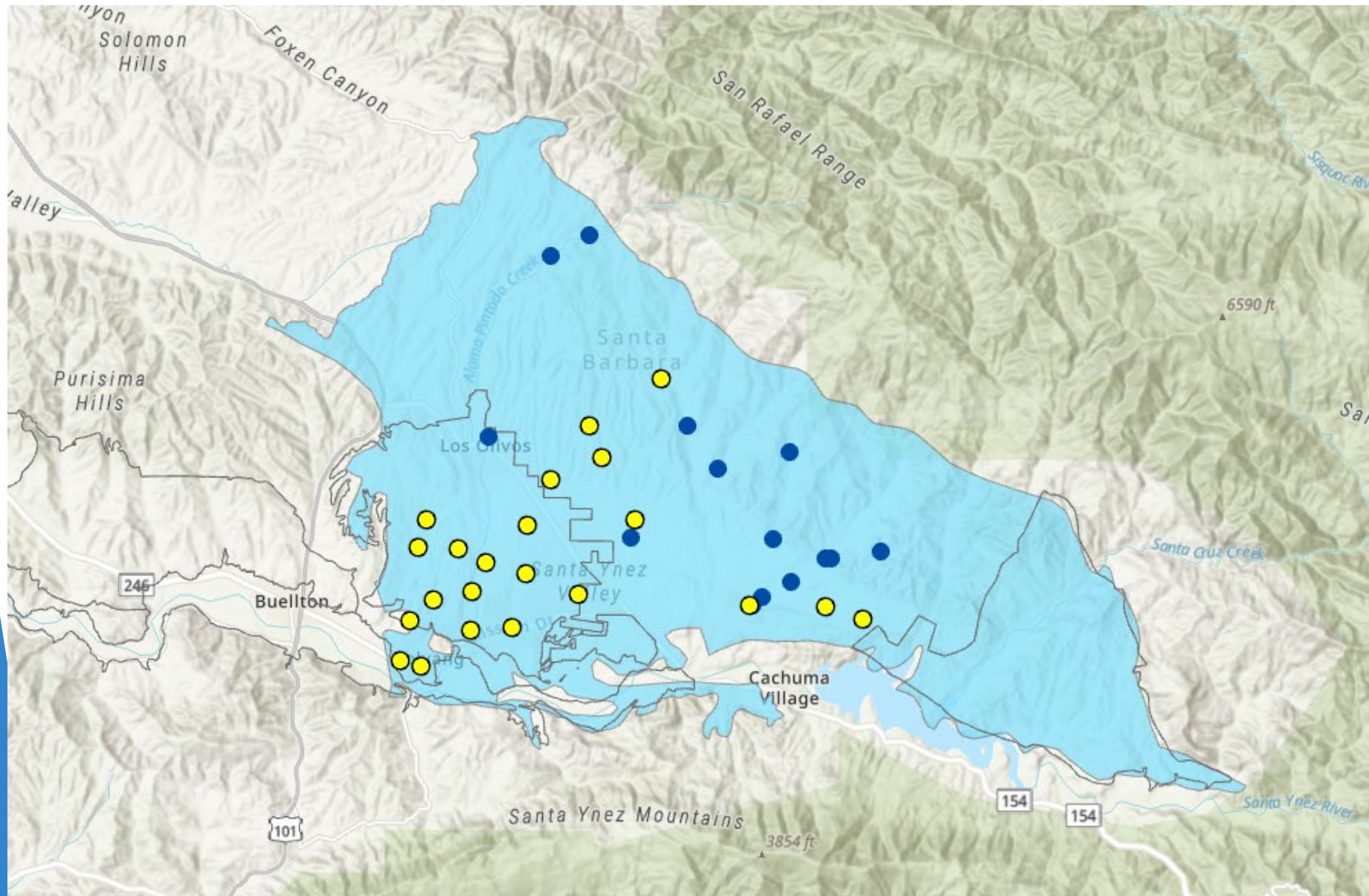
# NETWORK OF 122 WELLS WITHIN THE BASIN



➤ Water level measurements are completed biannually in March and October.

➤ Chronic lowering of groundwater is one of six sustainability indicators.

# NETWORK OF 39 WELLS WITHIN THE EMA



**22 Representative Wells with Minimum Thresholds**

- **13 Paso Robles Formation Wells**
- **9 Careaga Sand Formation Wells**

# EMA SUSTAINABLE MANAGEMENT CRITERIA

## EMA MINIMUM THRESHOLDS

### ▶ PASO ROBLES FORMATION

- Measured in 13 wells
- MT is 15 feet below Spring 2018 water levels

### ▶ CAREAGA SAND FORMATION

- Measured in 9 wells
- MT is 12 feet below Spring 2018 water levels

Undesirable results: Groundwater levels remain below Minimum Thresholds after two consecutive years of average or above-average precipitation in 50 percent of representative wells.

# OCTOBER 2024 EMA WATER LEVEL MEASUREMENTS SHOWING 1-YEAR CHANGE

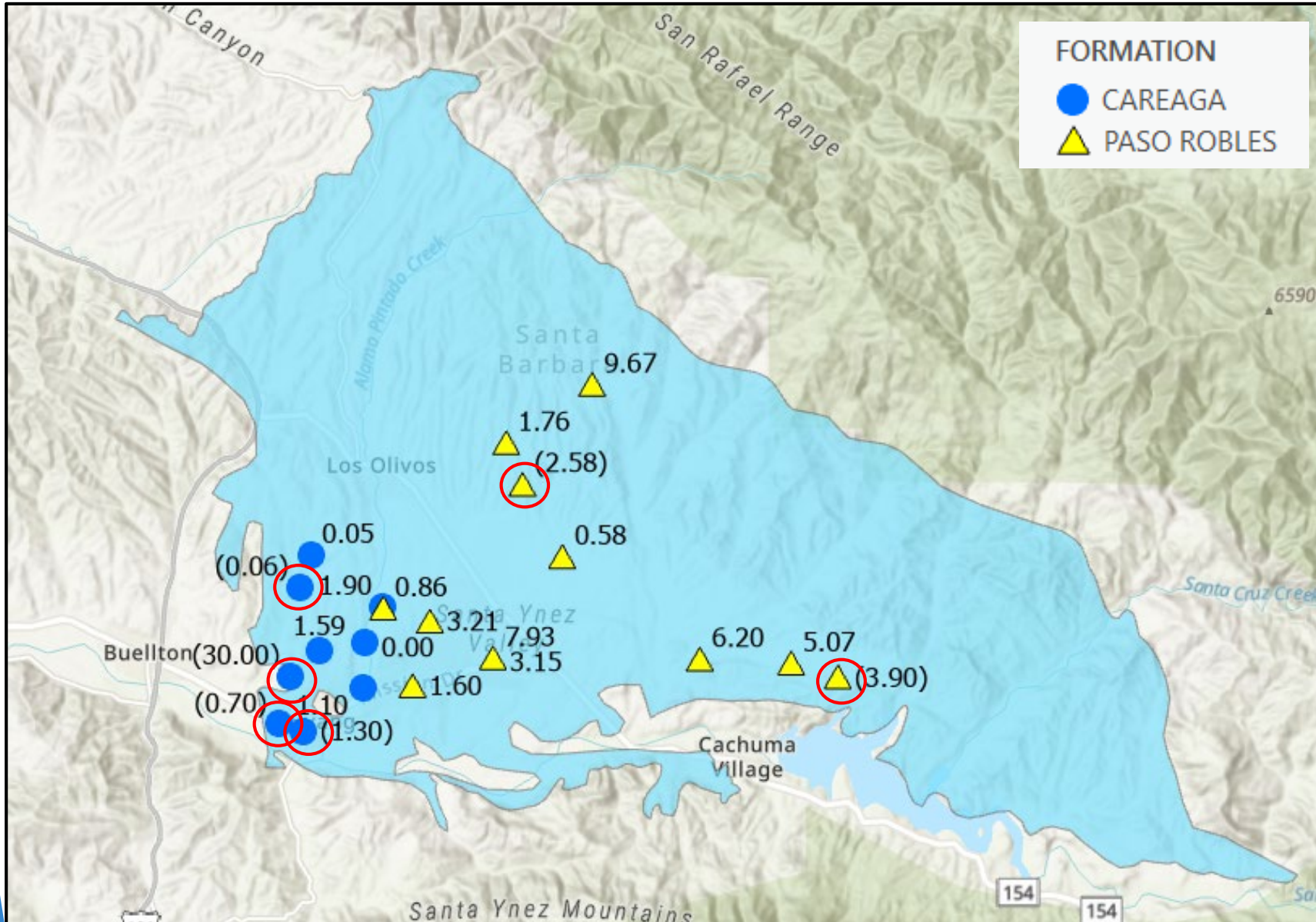
WELL ID (BOLD ARE REP)	DEPTH TO WATER FROM GROUND SURFACE	FALL 2023 (DEPTH FROM GROUND SURFACE)	1-YEAR CHANGE
5N/29W-1C1	8.00	7.96	(0.04)
6N/29W-5A1	14.47	17.04	2.57
6N/29W-6F1	21.20	20.10	(1.10)
6N/29W-6G1	53.56	52.55	(1.01)
<b>6N/29W-7L1</b>	<b>253.75</b>	258.82	5.07
<b>6N/29W-8P2</b>	<b>268.68</b>	264.78	(3.90)
6N/30W-11G1	105.35	103.83	(1.52)
<b>6N/30W-11G4</b>	<b>135.02</b>	141.22	6.20
6N/30W-(NEW)	125.96	142.95	16.99
6N/30W-1R3	157.70	168.23	10.53
<b>6N/30W-7G5</b>	<b>90.23</b>	98.16	7.93
<b>6N/30W-7G6</b>	<b>94.54</b>	97.69	3.15
<b>6N/31W-13D1</b>	<b>113.23</b>	114.83	1.60
<b>6N/31W-1P3</b>	<b>120.60</b>	123.81	3.21
<b>7N/30W-16B1</b>	<b>13.65</b>	23.32	9.67
<b>7N/30W-19H1</b>	<b>176.23</b>	177.99	1.76
7N/30W-24Q1	42.60	57.70	15.10
<b>7N/30W-29D1</b>	<b>54.90</b>	52.32	(2.58)
7N/30W-32R1	DRY	DRY	

WELL ID (BOLD ARE REP)	DEPTH TO WATER FROM GROUND SURFACE	FALL 2023 (DEPTH FROM GROUND SURFACE)	1-YEAR CHANGE
<b>7N/30W-33M1</b>	<b>265.31</b>	265.89	0.58
7N/30W-36N (R)	367.75	371.10	3.35
<b>6N/31W-10F1</b>	<b>87.37</b>	88.96	1.59
<b>6N/31W-11D4</b>	<b>49.09</b>	49.09	0.00
<b>6N/31W-2K1</b>	<b>40.92</b>	41.78	0.86
<b>6N/31W-3A1</b>	<b>168.83</b>	170.73	1.90
<b>6N/31W-4A1</b>	<b>115.81</b>	115.75	(0.06)
7N/31W-23P1 (R)	41.04	67.42	26.38
<b>7N/31W-34M2</b>	<b>184.80</b>	184.85	0.05
<b>7N/31W-36L2</b>	<b>106.72</b>		
8N/30W-30R1	23.70	31.44	7.74
8N/30W-30R2	33.29	42.97	9.68
8N/31W-36H1	39.73	35.59	(4.14)
Solvang_4	76.30	75	(1.30)
Solvang_21	321.00	291	(30.00)
Solvang_22	31.90	33	1.10
Solvang_HCA S	49.70	49	(0.70)

Increase or stable in 68% of wells with comparable data

**BOLD** wells are representative

# OCTOBER 2024 EMA WATER LEVEL 1-YEAR CHANGE

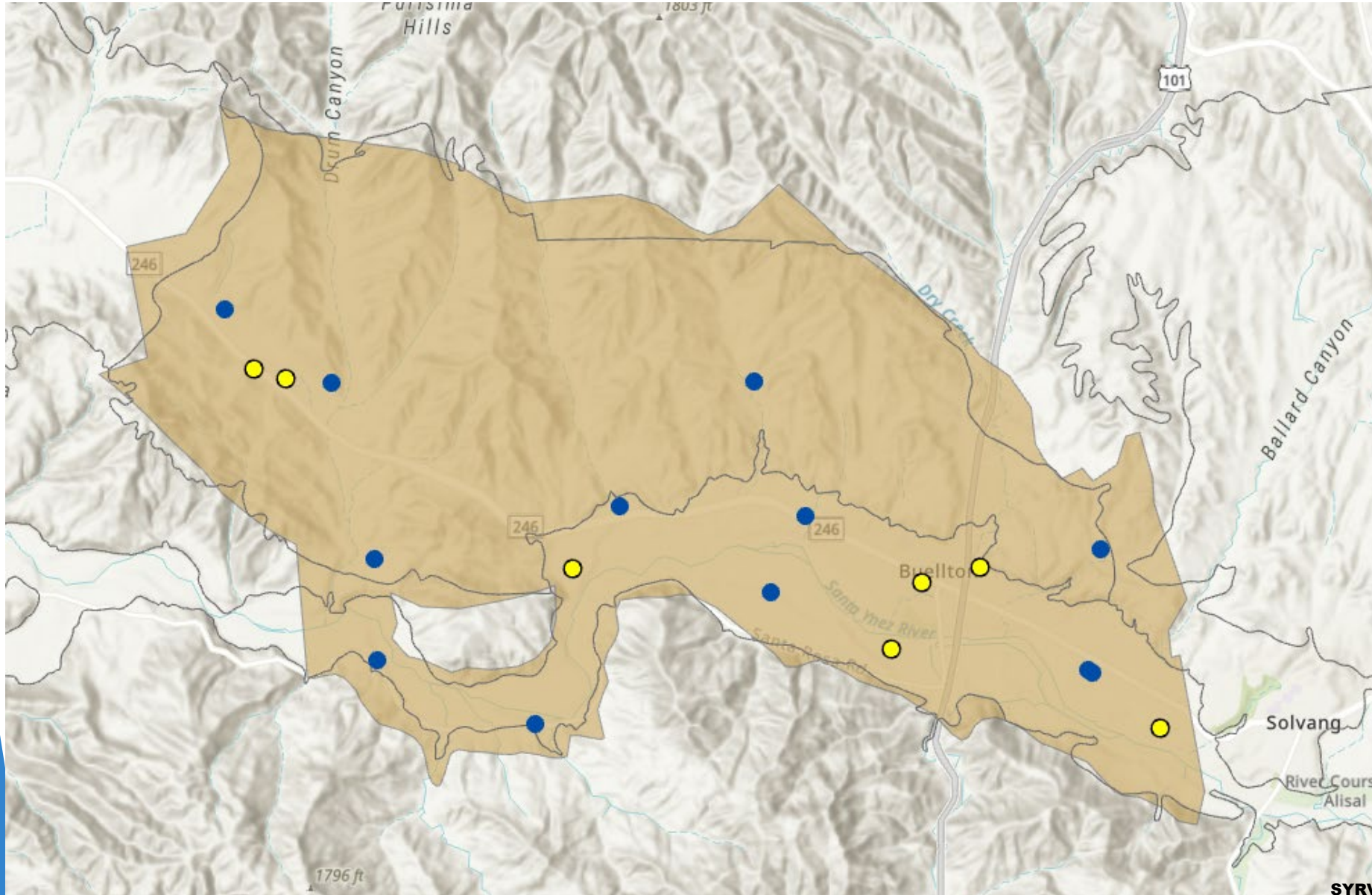


## REPRESENTATIVE WELLS

- Paso Robles Formation Wells
  - 10 increased
  - 2 decreased
- Careaga Sand Formation Wells
  - 5 increased/stable
  - 4 decreased



# NETWORK OF 16 WELLS WITHIN THE CMA



**7 Representative  
Wells with  
Minimum  
Thresholds**

# CMA SUSTAINABLE MANAGEMENT CRITERIA

## CMA MINIMUM THRESHOLDS

- ▶ MT thresholds of 15-feet below 2020 water levels

Undesirable results: Spring groundwater elevations that drop below the established groundwater elevation minimum thresholds in more than 50% of the representative monitoring wells for two consecutive, non-drought years.

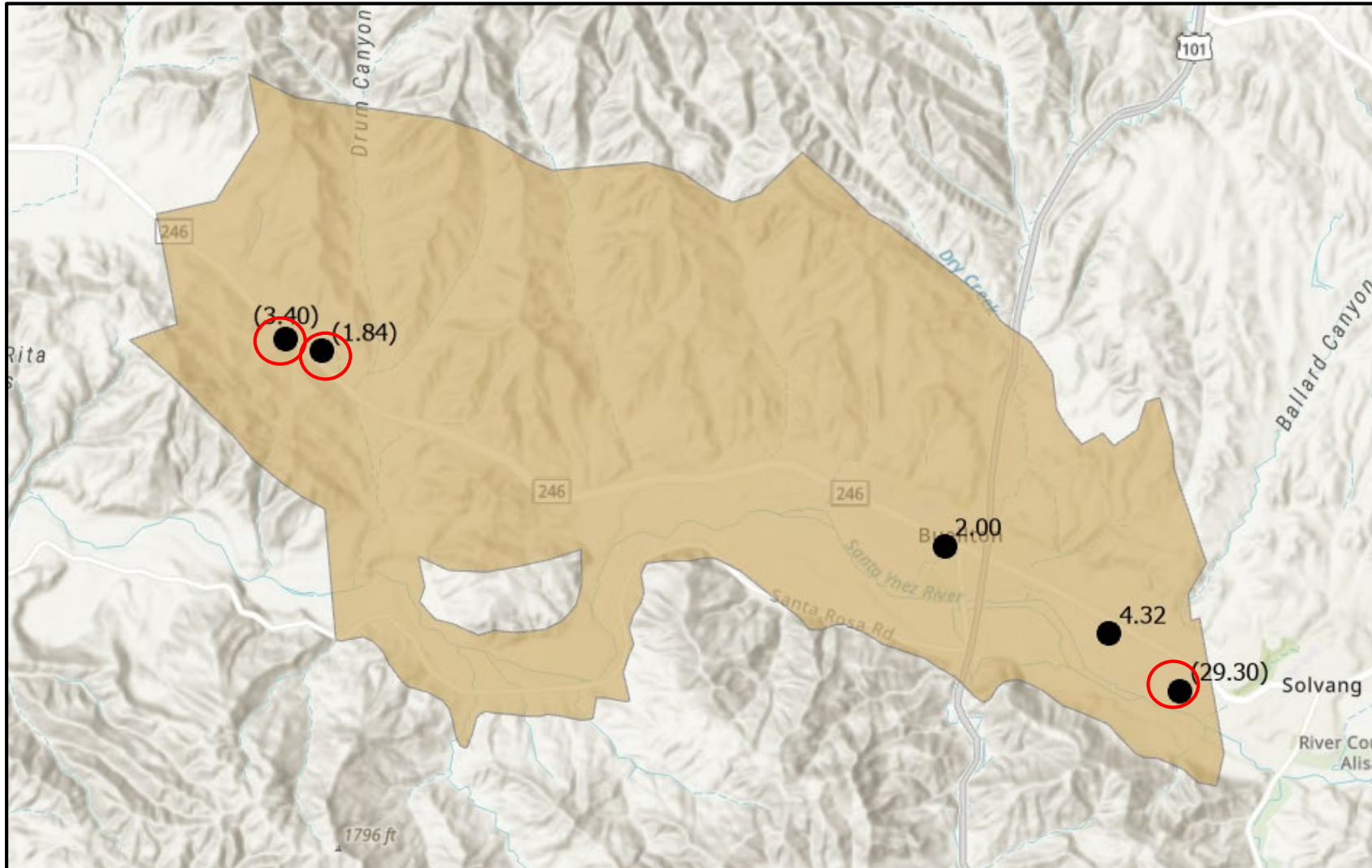
# OCTOBER 2024 CMA WATER LEVEL MEASUREMENTS SHOWING 1-YEAR CHANGE

WELL ID (BOLD ARE REP)	DEPTH TO WATER FROM GROUND SURFACE	FALL 2023 (DEPTH FROM GROUND SURFACE)	1-YEAR CHANGE
6N/31W-17F1	39.69	39.55	(0.14)
6N/31W-17F3	39.95	40.08	0.13
<b>6N/31W-7F1</b>	<b>74.07</b>	78.39	<b>4.32</b>
6N/32W-2Q1	61.48	61.04	(0.44)
6N/32W-11L4	39.92	39.64	(0.28)
6N/32W-16P3 (R)	47.16	47.22	0.06
6N/32W-18H1	33.38	33.30	(0.08)
<b>7N/32W-31M1</b>	<b>81.09</b>	79.25	<b>(1.84)</b>
<b>7N/33W-36J1</b>	<b>135.29</b>	131.89	<b>(3.40)</b>
<b>6N/32W-09G01</b>	<b>21.80</b>		
<b>6N/32W-13G02</b>			
<b>6N/31W-17R01</b>	<b>30.80</b>	1.5	<b>(29.30)</b>
<b>06N32W12K02S</b>	<b>55.00</b>	57	<b>2.00</b>

Increase in 36% of wells with comparable data

BOLD wells are representative

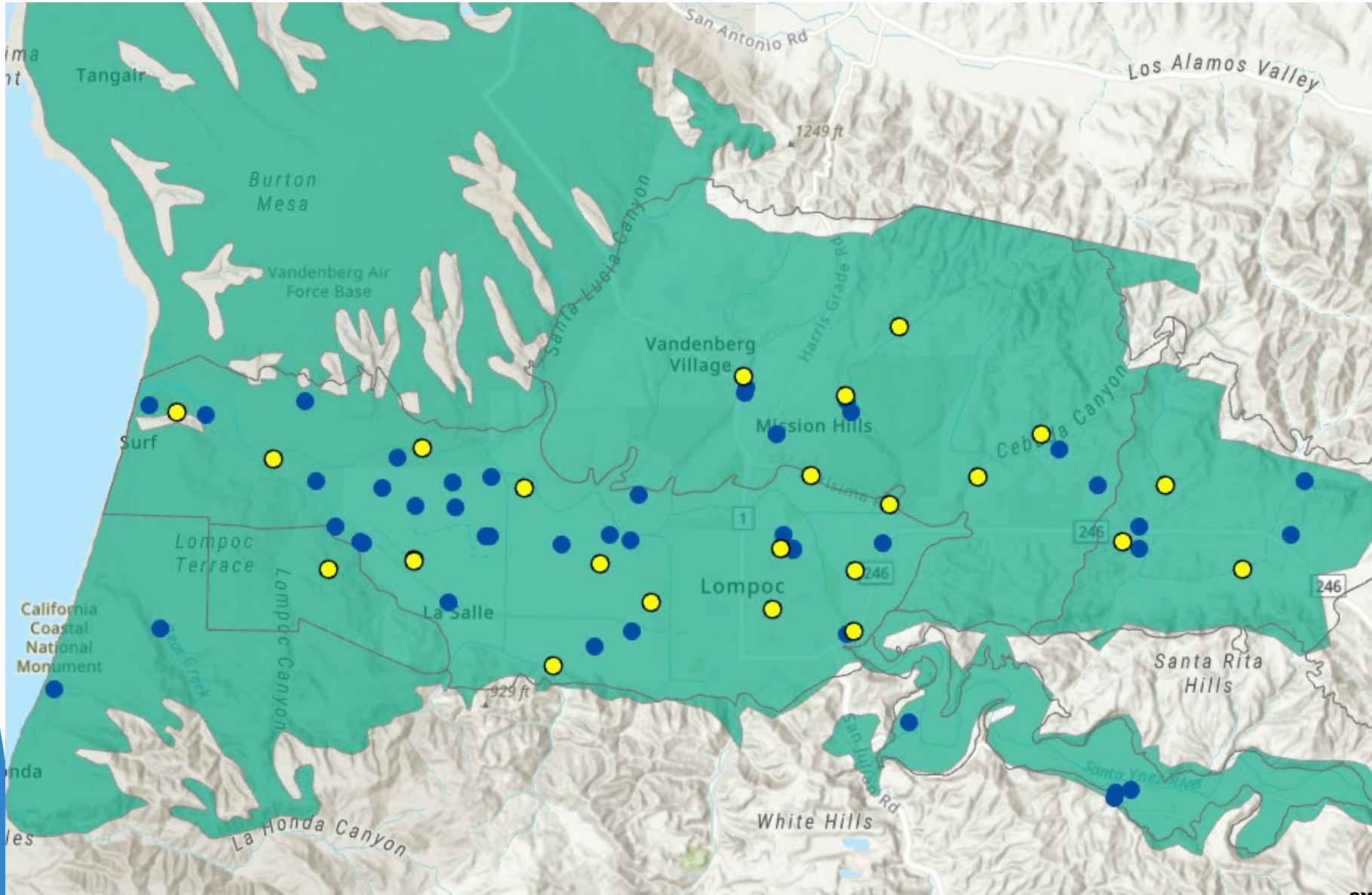
# OCTOBER 2024 CMA WATER LEVEL 1-YEAR CHANGE



## REPRESENTATIVE WELLS

- 2 increased
- 3 decreased

# NETWORK OF 67 WELLS WITHIN THE WMA



**32 Representative Wells with Minimum Thresholds**

➤ **18 Upper Aquifer**

➤ **14 Lower Aquifer**

# WMA SUSTAINABLE MANAGEMENT CRITERIA

## WMA MINIMUM THRESHOLDS

- ▶ MT threshold is 10 feet below the 2020 groundwater level or Mean Sea Level.

Undesirable results: Spring groundwater elevations that drop below the MT in more than 50% of the representative monitoring wells in the Upper and Lower Aquifer for two consecutive, non-drought years.

# OCTOBER 2024 WMA WATER LEVEL MEASUREMENTS SHOWING 1-YEAR CHANGE

WELL ID (BOLD ARE REP)	DEPTH TO WATER FROM GROUND SURFACE	FALL 2023 (DEPTH FROM GROUND SURFACE)	1-YEAR CHANGE
6N/33W-8J3		45.37	
6N/33W-8R1		50.77	
6N/33W-9M1		50.50	
6N/34W-12C5	48.66	49.02	0.36
<b>7N/33W-21G2</b>	<b>363.70</b>	360.89	<b>(2.81)</b>
7N/33W-21N1	304.33	304.43	0.10
<b>7N/33W-27G1</b>	<b>390.28</b>	393.57	<b>3.29</b>
<b>7N/33W-28D3</b>	<b>310.96</b>	310.22	<b>(0.74)</b>
<b>7N/33W-17M1</b>	<b>285.85</b>	285.34	<b>(0.51)</b>
7N/33W-17N2	308.09	309.45	1.36
<b>7N/33W-19D1</b>		206.61	
7N/33W-20G1 (R)	326.08	325.71	(0.37)
<b>7N/34W-12E1</b>	<b>332.87</b>	332.53	<b>(0.34)</b>
<b>7N/34W-14F4</b>	<b>228.17</b>	230.55	<b>2.38</b>
7N/34W-14L1	216.56	218.89	2.33
<b>7N/34W-15D3</b>	<b>141.03</b>	142.23	<b>1.20</b>
7N/34W-15E1	134.46	135.55	1.09
<b>7N/34W-15E3</b>	<b>134.09</b>	135.6	<b>1.51</b>
7N/34W-15P2	256.99	259.23	2.24
<b>6N/34W-6C4</b>			
7N/34W-20K4	26.86	27.78	0.92
<b>7N/34W-22J6</b>	<b>47.05</b>	49.51	<b>2.46</b>
<b>7N/34W-24N1</b>	<b>81.98</b>	83.65	<b>1.67</b>

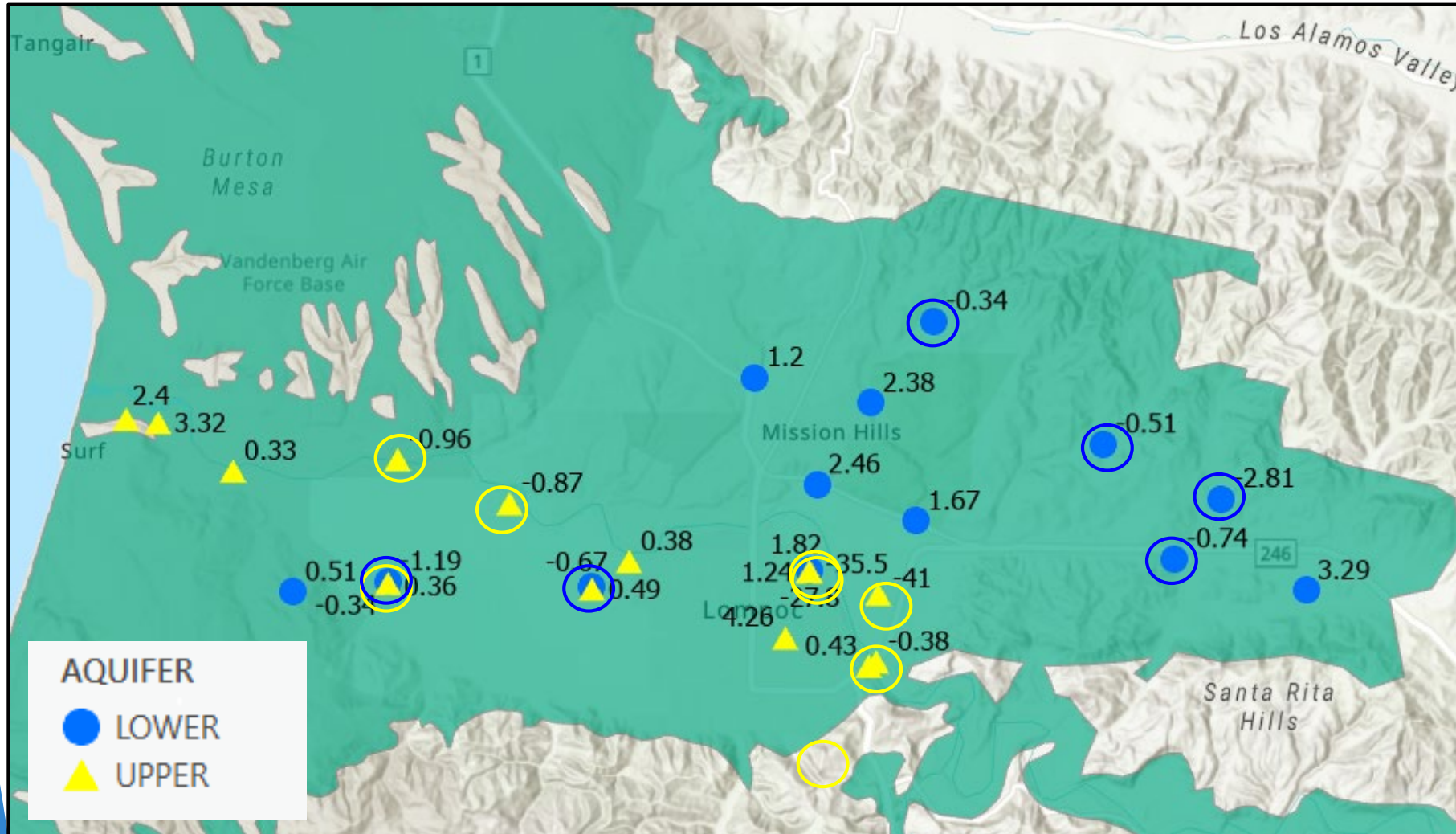
WELL ID (BOLD ARE REP)	DEPTH TO WATER FROM GROUND SURFACE	FALL 2023 (DEPTH FROM GROUND SURFACE)	1-YEAR CHANGE
7N/34W-26H3	61.21	63.22	2.01
7N/34W-27G6	29.69	31.56	1.87
7N/34W-29E4	28.43	29.04	0.61
<b>7N/34W-29N6</b>	<b>29.11</b>	29.60	<b>0.49</b>
<b>7N/34W-29N7</b>	<b>31.95</b>	31.28	<b>(0.67)</b>
7N/34W-30L10	28.04	28.01	(0.03)
7N/34W-31R2	34.69	37.05	2.36
<b>7N/34W-35K9</b>	<b>23.34</b>	22.96	<b>(0.38)</b>
<b>7N/35W-24J4</b>	<b>33.08</b>	32.21	<b>(0.87)</b>
<b>7N/35W-17K20</b>	<b>16.59</b>	18.99	<b>2.40</b>
<b>7N/35W-17M1</b>	<b>2.09</b>	5.41	<b>3.32</b>
7N/35W-18J2	3.56	3.85	0.29
7N/35W-22J1	24.19	24.43	0.24
7N/35W-23E6	27.78	27.76	(0.02)
7N/35W-23Q4	26.07	28.21	2.14
7N/35W-24K5	31.19	28.99	(2.20)
7N/35W-24N3	25.27	25.18	(0.09)
7N/35W-25F6	12.94	11.63	(1.31)
7N/35W-25F7	7.56	8.92	1.36
7N/35W-26F4	24.92	26.04	1.12
<b>7N/35W-26L1</b>	<b>7.14</b>	6.80	<b>(0.34)</b>
<b>7N/35W-26L2</b>	<b>8.73</b>	9.09	<b>0.36</b>
<b>7N/35W-26L4</b>	<b>17.21</b>	16.02	<b>(1.19)</b>

WELL ID (BOLD ARE REP)	DEPTH TO WATER FROM GROUND SURFACE	FALL 2023 (DEPTH FROM GROUND SURFACE)	1-YEAR CHANGE
7N/35W-35A3	20.51		
6N/36W-26C1	23.18	25.28	2.10
6N/36W-01K2	142.01	147.98	5.97
7N/35W-22M1	17.65		
7N/35W-15M1	101.62	101.00	(0.62)
<b>7N/35W-21G2</b>	<b>16.17</b>	16.50	<b>0.33</b>
<b>7N/35W-23B2</b>	<b>30.12</b>	29.16	<b>(0.96)</b>
7N/35W-27F1	15.85	16.52	0.67
7N/35W-27H5	23.29	19.52	(3.77)
7N/35W-27J1	18.43	21.91	3.48
<b>7N/35W-27P1</b>	<b>224.86</b>	225.37	<b>0.51</b>
7N/35W-31J2	6.53	6.42	(0.11)
<b>Lompoc 11</b>	<b>39.26</b>	39.69	<b>0.43</b>
<b>07N34W27K007S</b>	<b>42.96</b>	44.20	<b>1.24</b>
<b>07N34W34F006S</b>	<b>37.90</b>	42.16	<b>4.26</b>
<b>07N34W29F002S</b>	<b>20.92</b>	21.30	<b>0.38</b>
<b>07N34W27K006S</b>	<b>45.75</b>	47.57	<b>1.82</b>
<b>07N34W26Q005S</b>	<b>52.40</b>	11.40	<b>(41.00)</b>
<b>07N34W27K005S</b>	<b>42.20</b>	6.70	<b>(35.50)</b>
<b>07N34W27K004S</b>	<b>40.20</b>	12.40	<b>(27.80)</b>
<b>07N34W27F009S</b>		19.8	

Increase in 63% of wells with comparable data

BOLD wells are representative

# OCTOBER 2024 EMA WATER LEVEL 1-YEAR CHANGE



## REPRESENTATIVE WELLS

- Upper Aquifer Wells
  - 9 increased
  - 7 decreased
- Lower Aquifer Wells
  - 7 increased
  - 6 decreased



**TO:** EMA, CMA, and WMA GSAs Board of Directors

**FROM:** Daniel Heimel, EMA GSA Executive Director;  
Bill Buelow, CMA Plan Manager & WMA Interim Plan Manager

**DATE:** December 6, 2024

**SUBJECT:** Item 6 – Receive update on Proposition 68 Grant and consider approval of the First Amended and Restated Subgrant Agreement

## Purpose

The purpose of this Staff Report is to provide the Board of Directors (BOD) of the Santa Ynez River Valley Groundwater Basin Eastern Management Area (EMA), Central Management Area (CMA), and Western Management Area (WMA) Groundwater Sustainability Agencies (GSAs) with a Proposition 68 Grant update and the recommendation from EMA, CMA, and WMA GSA’s Staff to approve the First Amended and Restated Subgrant Agreement for Implementation of Grant Agreement Number 4600015265 Between the State of California Department of Water Resources and Santa Ynez River Water Conservation District (“First Amended and Restated Subgrant Agreement”).

## Background

On behalf of the Santa Ynez River Valley Groundwater Basin (SYRVGB) Groundwater Sustainability Agencies (GSAs), the Santa Ynez River Water Conservation District (SYRWCD) applied for and was awarded a \$5.5M Prop 68 Round 2 Sustainable Groundwater Management Grant (Prop 68 Grant) to support implementation of the GSAs Groundwater Sustainability Plans (GSPs). To access the grant funds for the GSAs, the SYRWCD entered into an agreement (Grant Agreement) with the California Department of Water Resources (DWR) and developed a separate agreement between each of the GSAs and the SYRWCD (Subgrant Agreement).

## Discussion

Proposition 68 Grant Update: Progress Report and Invoice #4 covering work completed July 1 through September 30, 2024 was submitted to the DWR on November 20, 2024 for a reimbursement amount of \$104,299.12. The Invoice #4 Component Summary including Backup Documentation Summary Tables per Component is attached.

The WMA and CMA GSAs have reviewed and approved an edited version of the original Subgrant Agreement. The EMA GSA has not approved the Subgrant Agreement as it was determined that it would be preferred to have dedicated EMA GSA legal counsel review and develop recommendations to the EMA GSA regarding the Subgrant Agreement. At the October 24, 2024 EMA GSA BOD Meeting, Aleshire & Wynder was selected to provide legal counsel for the EMA GSA. Subsequently, EMA GSA legal counsel reviewed the Subgrant Agreement and through collaboration with Staff and Legal Counsel for the other

two GSAs developed the First Amended and Restated Subgrant Agreement for each of the GSAs and the SYRWCD BODs review and approval consideration.

GSAs Staff recommends that the GSAs BOD review and approve the First Amended and Restated Subgrant Agreement (Attachment 2) as it is critical that the GSAs come to agreement and execute the Subgrant Agreement so the GSAs can receive reimbursement for previously expended and upcoming future grant reimbursable GSP implementation costs and reduce the amount of funding the GSA Member Agencies will need to contribute to fund the GSAs.

If approved by the GSAs, the First Amended and Restated Subgrant Agreement would be presented to the SYRWCD BOD on December 11<sup>th</sup>, 2024 for their review and approval consideration.

## Recommendation

Receive update on Proposition 68 Grant and consider approval of the First Amended and Restated Subgrant Agreement.

## Attachments

**Attachment 1:** GSP Implementation Grant, Invoice #4 Component Summary (7/1/2024-9/30/2024)

**Attachment 2:** First Amended and Restated Subgrant Agreement (REDLINE version)

**Component Summary Table**

**Invoice #4**

Grantee: Santa Ynez River Water Conservation District  
 Agreement #: 4600015625  
 Invoicing Period: 7/1/2024 to 9/30/2024

Project: SGMA Implementation in the Santa Ynez River Basin  
 Project Proponent: Santa Ynez River Groundwater Basin

Component Description	Total Invoice Amount
Component 1: Grant Administration	\$ 3,863.00
Component 2: Well Extraction-Measure/Report Program	\$ 16,643.25
Component 3: GSAs Rate Study	\$ 18,852.75
Component 4: GSPs 5-Year Update	\$ 925.18
Component 5: Monitoring Network	\$ 30,200.44
Component 6: Stormwater Capture & Infiltration	\$ 13,000.75
Component 7: Water Use Efficiency Plan	\$ 15,145.50
Component 8: Recycled Water Feasibility	\$ 5,668.25
<b>INVOICE TOTAL:</b>	<b>\$ 104,299.12</b>

**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 1: Grant Administration**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 1: Budget Category (a): Grant Agreement Administration</b>					
<b>Backup Documentation</b>	<b>Invoice #</b>	<b>Type of work performed</b>	<b>Date on the Invoice</b>	<b>Invoice Amount</b>	<b>Invoice page</b>
See SYRWCD Personnel Hours Summary		Grant Administration	11/5/2024	\$ 3,863.00	1
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$ 3,863.00</b>	

<b>Component 1: Grant Administration - Grand Total:</b>	<b>\$ 3,863.00</b>
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

**Component 2: Budget Category (a): Component Administration**

Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.00-01	Component Administration (Basin), July/August	9/27/2024	\$ 3,641.00	6-8
EKI Environment & Water	C40194.00-02	Component Administration (Basin), September	10/10/2024	\$ 6,718.25	9-11
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$ 10,359.25</b>	

**Component 2: Budget Category (b): Environmental / Engineering / Design**

Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 1: Environmental Compliance and Permitting</b>					
<b>TASK 2: Well Extraction Measurement and Reporting Program Development</b>					
See SYRWCD Personnel Hours Summary		WMA Well Extraction Measuring engineer/design	11/5/2024	\$ 204.00	2
<b>TASK 3: Demonstration Project Development</b>					
EKI Environment & Water	C40243.00-01	CMA-Demonstration Project Development (Sept.2024)	10/11/2024	\$ 1,459.50	18-19
EKI Environment & Water	C40194.05-01	WMA-Demonstration Project Development (Sept.2024)	10/11/2024	\$ 1,888.25	39-40
McMurtrey, Hartsock, Worth, & St.Lawrence	11553	WMA- Research Metering laws	10/1/2024	\$ 2,649.00	81-82
<b>TASK 4: Basin-Wide Groundwater Extraction Measurement Program</b>					
<b>Subtotal Budget Category (b): Environmental / Engineering / Design:</b>				<b>\$ 6,200.75</b>	

**Component 2: Budget Category (c): Implementation / Construction**

Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 5: Demonstration Projects</b>					
<b>Subtotal Budget Category (c): Implementation / Construction:</b>				<b>\$ -</b>	

**Component 2: Budget Category (d): Monitoring / Assessment**

Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>Subtotal Budget Category (d): Monitoring / Assessment:</b>				<b>\$ -</b>	

**Component 2: Budget Category (e): Engagement / Outreach**

Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40243.00-01	CMA-Outreach to Ag Advisory Commission	10/11/2024	\$ 83.25	18-19
<b>Subtotal Budget Category (e): Engagement / Outreach:</b>				<b>\$ 83.25</b>	

<b>Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program - Grand Total:</b>				<b>\$ 16,643.25</b>	
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 3: Santa Ynez River Basin WMA, CMA, and EMA - SGMA Rate Study**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 3: Budget Category (a): Component Administration</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$</b>	<b>-</b>

<b>Component 3: Budget Category (d): Monitoring / Assessment</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
See SYRWCD Personnel Hours Summary		CMA - Rate Study	11/5/2024	\$ 1,099.75	3
See SYRWCD Personnel Hours Summary		WMA - Rate Study	11/5/2024	\$ 740.50	3
Raftelis	34980	CMA - Rate Study (July 2024)	8/13/2024	\$ 1,157.50	26
Raftelis	35476	CMA - Rate Study (August 2024)	9/12/2024	\$ 1,543.75	27
Raftelis	35476	CMA - Rate Study (Sept. 2024)	10/10/2024	\$ 5,837.50	28
Raftelis	34977	WMA - Rate Study (July 2024)	8/13/2024	\$ 1,215.00	71
Raftelis	35475	WMA - Rate Study (August 2024)	9/12/2024	\$ 1,626.25	72
Raftelis	35891	WMA - Rate Study (Sept. 2024)	10/10/2024	\$ 5,632.50	73
<b>Subtotal Budget Category (b): Environmental / Engineering / Design:</b>				<b>\$</b>	<b>18,852.75</b>

<b>Component 3: Santa Ynez River Basin WMA, CMA, and EMA - SGMA Rate Study - Grand Total:</b>	<b>\$</b>	<b>18,852.75</b>
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 4: Basin GSPs 5-Year Update**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 4: Budget Category (a): Component Administration</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
			<b>Subtotal Budget Category (a): Component Administration: \$ -</b>		

<b>Component 4: Budget Category (d): Monitoring / Assessment</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 1: Annual Reporting</b>					
See SYRWCD Personnel Hours Summary		CMA-Annual Report, address DWR comments	11/5/2024	\$ 68.00	4
Stetson Engineers, Inc	2925-24-001	CMA-Annual Report WY 2024-25 (July 2024)	9/5/2024	\$ 703.50	29-31
<b>TASK 2: 2022 GSP Modifications</b>					
<b>TASK 3: Five-Year GSP Update</b>					
			<b>Subtotal Budget Category (d): Monitoring / Assessment: \$ 771.50</b>		

<b>Component 4: Budget Category (e): Engagement / Outreach</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
Santa Ynez CSD	2067	EMA-Public Meetings, room rental fee (8/29/24)	8/30/2024	\$ 76.84	37
Santa Ynez CSD	2082	EMA-Public Meetings, room rental fee (9/26/24)	9/27/2024	\$ 76.84	38
			<b>Subtotal Budget Category (e): Engagement / Outreach: \$ 153.68</b>		

<b>Component 4: Basin GSPs 5-Year Update - Grand Total: \$</b>	<b>925.18</b>
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 5: Monitoring Improvement and Expansion**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 5: Budget Category (a): Component Administration</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.01-01	Basin-Component Administration (July/August 2024)	9/27/2024	\$ 7,379.25	12-14
EKI Environment & Water	C40194.01-02	Basin-Component Administration (Sept. 2024)	10/10/2024	\$ 7,045.75	15-17
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$ 14,425.00</b>	

<b>Component 5: Budget Category (b): Environmental / Engineering / Design</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 1: Environmental Compliance and Permitting</b>					
<b>TASK 2: Land Purchase / Easements</b>					
See SYRWCD Personnel Hours Summary		CMA-potential new monitoring wells data & figures	11/5/2024	\$ 794.00	5
Young Wooldridge, LLP	114061	CMA-Access agreement -new monitoring well (July 2024)	7/31/2024	\$ 325.00	23
Young Wooldridge, LLP	115187	CMA-Access agreement -new monitoring well (August 2024)	8/31/2024	\$ 958.75	24
Young Wooldridge, LLP	115646	CMA-Access agreement -new monitoring well (Sept. 2024)	9/30/2024	\$ 568.75	25
Stetson Engineers, Inc	2925-24-002	CMA-Evaluate potential new monitoring well (August 2024)	9/24/2024	\$ 201.00	29-31
Stetson Engineers, Inc	2925-24-001	CMA-Network data collection & DMS updates (July 2024)	9/5/2024	\$ 35.25	32-33
<b>TASK 3: Monitoring Network Planning and Design</b>					
EKI Environment & Water	C40243.01-01	CMA-Monitoring Network gauges (Sept.2024)	10/11/2024	\$ 333.00	20-22
<b>Subtotal Budget Category (b): Environmental / Engineering / Design:</b>				<b>\$ 3,215.75</b>	

<b>Component 5: Budget Category (c): Implementation / Construction</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 4: Advertise, Bid, and Award</b>					
<b>TASK 5: Monitoring Well and Equipment Installation</b>					
<b>Subtotal Budget Category (c): Implementation / Construction:</b>				<b>\$ -</b>	

<b>Component 5: Budget Category (d): Monitoring / Assessment</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 6: Monitoring Network Field Screening</b>					
EKI Environment & Water	C40194.06-01	WMA-videologging/surveying efforts (Sept.2024)	10/10/2024	\$ 203.75	41-43
<b>TASK 7: Data Collection, Assessment, and DMS Updates</b>					
EKI Environment & Water	C40243.01-01	CMA-GDE& seawater monitoring work (Sept. 2024)	10/11/2024	\$ 2,834.50	20-22
Stetson Engineers, Inc	2925-24-002	CMA-Network data collection & DMS updates (August 2024)	9/24/2024	\$ 35.25	32-33
Stetson Engineers, Inc	2925-24-003	CMA-Network data collection & DMS updates (Sept. 2024)	10/31/2024	\$ 702.99	34-36
EKI Environment & Water	C40194.06-01	WMA-Network data collection (Sept.2024)	10/10/2024	\$ 5,238.25	41-43
Oilfield Environmental & Compliance, Inc.	2407337	WMA-Groundwater testing (August 2024)	9/1/2024	\$ 1,275.00	65-67
Oilfield Environmental & Compliance, Inc.	2407383	WMA-Groundwater testing (August 2024)	9/1/2024	\$ 1,275.00	68-70
Stetson Engineers, Inc	2926-24-001	WMA-Network data collection & DMS updates (July 2024)	9/5/2024	\$ 100.50	74-75
Stetson Engineers, Inc	2926-24-002	WMA-Network data collection & DMS updates (August 2024)	9/24/2024	\$ 312.00	76-78
Stetson Engineers, Inc	2926-24-003	WMA-Network data collection & DMS updates (Sept. 2024)	10/31/2024	\$ 499.20	79-80
<b>Subtotal Budget Category (d): Monitoring / Assessment:</b>				<b>\$ 12,476.44</b>	

<b>Component 5: Budget Category (e): Engagement / Outreach</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40243.01-01	CMA-GDE& seawater monitoring work (Sept.2024)	10/11/2024	\$ 83.25	20-22
<b>Subtotal Budget Category (e): Engagement / Outreach:</b>				<b>\$ 83.25</b>	

<b>Component 5: Monitoring Improvement and Expansion - Grand Total:</b>				<b>\$ 30,200.44</b>
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 6: Stormwater Capture and Infiltration Project Designs**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 6: Budget Category (a): Component Administration</b>					
<b>Backup Documentation</b>	<b>Invoice #</b>	<b>Type of work performed</b>	<b>Date on the Invoice</b>	<b>Invoice Amount</b>	<b>Invoice page</b>
EKI Environment & Water	C40194.02-01	WMA-Component Administration (July/Aug 2024)	9/27/2024	\$ 2,339.25	44-45
EKI Environment & Water	C40194.02-02	WMA-Component Administration (Sept. 2024)	10/10/2024	\$ 1,700.50	46-49
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$ 4,039.75</b>	

<b>Component 6: Budget Category (b): Environmental / Engineering / Design</b>					
<b>Backup Documentation</b>	<b>Invoice #</b>	<b>Type of work performed</b>	<b>Date on the Invoice</b>	<b>Invoice Amount</b>	<b>Invoice page</b>
EKI Environment & Water	C40194.02-02	WMA-Conduct Desktop Study (Sept. 2024)	10/10/2024	\$ 6,334.25	46-49
<b>Subtotal Budget Category (b): Environmental / Engineering / Design:</b>				<b>\$ 6,334.25</b>	

<b>Component 6: Budget Category (e): Engagement / Outreach</b>					
<b>Backup Documentation</b>	<b>Invoice #</b>	<b>Type of work performed</b>	<b>Date on the Invoice</b>	<b>Invoice Amount</b>	<b>Invoice page</b>
EKI Environment & Water	C40194.02-02	WMA-Outreach-presentation (Sept. 2024)	10/10/2024	\$ 2,626.75	46-49
<b>Subtotal Budget Category (e): Engagement / Outreach:</b>				<b>\$ 2,626.75</b>	

<b>Component 6: Stormwater Capture and Infiltration Project Designs - Grand Total: \$ 13,000.75</b>					
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 7: Water Use Efficiency Strategic Plan**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 7: Budget Category (a): Component Administration</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.03-01	WMA-Component Administration (July/Aug 2024)	9/27/2024	\$ 1,102.00	50-53
EKI Environment & Water	C40194.03-02	WMA-Component Administration (Sept. 2024)	10/10/2024	\$ 505.00	54-58
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$ 1,607.00</b>	

<b>Component 7: Budget Category (b): Environmental / Engineering / Design</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 1: Develop Water Use Efficiency Strategic Plan and Design Demonstration Projects</b>					
EKI Environment & Water	C40194.03-01	WMA-Develop Strategic Plan/Design (July/Aug 2024)	9/27/2024	\$ 2,201.75	50-53
EKI Environment & Water	C40194.03-02	WMA-Develop Strategic Plan/Design (Sept. 2024)	10/10/2024	\$ 8,259.00	54-58
<b>TASK 2: Environmental Compliance and Permitting</b>					
<b>TASK 3: Access Agreements and/or Encroachment Permits</b>					
<b>Subtotal Budget Category (b): Environmental / Engineering / Design:</b>				<b>\$ 10,460.75</b>	

<b>Component 7: Budget Category (c): Implementation / Construction</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>TASK 4: Advertise, Bid, and Award</b>					
EKI Environment & Water	C40194.03-02	WMA-LandIQ, EIR, EvapoTransp (Sept. 2024)	10/10/2024	\$ 2,744.75	54-58
<b>TASK 5: Monitoring Equipment at Water Use Efficiency Demonstration Projects</b>					
<b>Subtotal Budget Category (c): Implementation / Construction:</b>				<b>\$ 2,744.75</b>	

<b>Component 7: Budget Category (d): Monitoring / Assessment</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
<b>Subtotal Budget Category (d): Monitoring / Assessment:</b>				<b>\$ -</b>	

<b>Component 7: Budget Category (e): Engagement / Outreach</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.03-02	WMA-Outreach major landowners (Sept. 2024)	10/10/2024	\$ 333.00	54-58
<b>Subtotal Budget Category (e): Engagement / Outreach:</b>				<b>\$ 333.00</b>	

<b>Component 7: Water Use Efficiency Strategic Plan - Grand Total:</b>	<b>\$ 15,145.50</b>
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**Backup Documentation Summary Table**  
**SGMA Implementation in the Santa Ynez River Basin**  
**Component 8: Recycled Water Feasibility Study**

Agreement #: 4600015625

Billing Period: 7/1/2024 to 9/30/2024

<b>Component 8: Budget Category (a): Component Administration</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.04-01	WMA-Component Administration (July/Aug 2024)	9/27/2024	\$ 1,102.00	59-61
EKI Environment & Water	C40194.04-02	WMA-Component Administration (Sept. 2024)	10/10/2024	\$ 967.25	62-64
<b>Subtotal Budget Category (a): Component Administration:</b>				<b>\$ 2,069.25</b>	

<b>Component 8: Budget Category (b): Environmental / Engineering / Design</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.04-02	WMA-Conduct Groundwater Modeling (Sept. 2024)	10/10/2024	\$ 166.50	62-64
<b>Subtotal Budget Category (b): Environmental / Engineering / Design:</b>				<b>\$ 166.50</b>	

<b>Component 8: Budget Category (e): Engagement / Outreach</b>					
Backup Documentation	Invoice #	Type of work performed	Date on the Invoice	Invoice Amount	Invoice page
EKI Environment & Water	C40194.04-01	WMA-Outreach organization/coordination (July/Aug. 2024)	9/27/2024	\$ 1,643.25	59-61
EKI Environment & Water	C40194.04-02	WMA-Engagement-project coordination (Sept. 2024)	10/10/2024	\$ 1,789.25	62-64
<b>Subtotal Budget Category (e): Engagement / Outreach:</b>				<b>\$ 3,432.50</b>	

<b>Component 8: Recycled Water Feasibility Study - Grand Total:</b>				<b>\$ 5,668.25</b>	
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**FIRST AMENDED AND RESTATED SUBGRANT AGREEMENT FOR  
IMPLEMENTATION OF GRANT AGREEMENT NUMBER 4600015265 BETWEEN  
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND  
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT**

This Subgrant Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Santa Ynez River Water Conservation District (“SYRWCD” or “Grantee”), the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (“CMA GSA”), the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”), and the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA”), sometimes hereinafter referred to collectively as the “Parties” or individually as a “Party.” The CMA GSA, EMA GSA, and WMA GSA are sometimes hereinafter referred to collectively as the “GSAs” or individually as a “GSA.”

**WHEREAS**, at the request of and pursuant to resolutions adopted by the governing bodies of the GSAs, attached as Exhibit E to the Grant Agreement (as defined below), SYRWCD as Grantee has entered into Grant Agreement Number 4600015265 (“Grant Agreement”) with the State of California, Department of Water Resources (“State” or “DWR”) for the purpose of providing reimbursement funding pursuant to Proposition 68 to assist in financing implementation of the Sustainable Groundwater Management Act (“SGMA”) in the Santa Ynez River Valley Basin. The funding “Project,” as defined in the Grant Agreement, is a single project consisting of eight (8) Components (“Component(s)” or “Project Component(s)”) to be implemented in accordance with a Work Plan as described in the Grant Agreement. The current form of Grant Agreement is attached as Exhibit A to this Agreement and incorporated herein by this reference. As used herein, “Grant Agreement,” shall refer to the form of Grant Agreement (Amendment 2) attached as Exhibit A hereto and any future amendments thereto approved by DWR and Grantee (if applicable); and

**WHEREAS**, SYRWCD enters into and is a Party to this Agreement solely in its role as “Grantee” under the Grant Agreement and for the limited purpose of acting as a conduit that

administers the Grant Agreement between DWR and SYRWCD for the benefit of the GSAs desiring to carry out one or more Project Components, or portions thereof, eligible for reimbursement under the Grant Agreement, and this Agreement is not intended to determine or modify SYRWCD's rights or obligations as a member agency and/or manager (where applicable) of any of the GSAs in relation to the Grant Agreement; and

**WHEREAS**, the intention of the Parties is that each of the Project Components will be carried out and completed by one, or for some of the Components more than one, of the GSAs collectively or individually (as applicable), except for grant administration (Component 1) which will be performed by Grantee, as reflected in Exhibit B hereto; and

**WHEREAS**, the Grant Agreement states in Paragraph 2 thereof that: "The term of the Grant Agreement begins on JANUARY 03, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after April 15, 2026."; and further states in Paragraph 3 thereof that: "The maximum amount payable by the State under this Agreement shall not exceed \$5,534,000.00"; and

**WHEREAS**, the Parties recognize that, as provided in the Grant Agreement, the State will only be disbursing grant money as reimbursement for State approved Eligible Project Costs incurred for work performed on Project Components after October 4, 2022, and upon satisfaction of the requirements of applicable provisions of the Grant Agreement, and that the costs of Project Components not reimbursed by the State will be the responsibility of the GSAs and not the responsibility of the Grantee (except for grant administration [Component 1] which is the responsibility of Grantee); and

**WHEREAS**, that Parties further recognize that in order to administer the Grant in compliance with the Grant Agreement, Grantee will need to, among other things, receive information from and coordinate with the GSA(s) responsible for carrying out and completing the Project Components or portions thereof, act as an intermediary between the State and such GSAs, prepare and submit invoices and reports to the State, administer and disburse grant fund reimbursements to the GSAs carrying out the Components, and ensure the GSAs implementing

the Components do so in compliance with applicable terms and conditions of the Grant Agreement; and

**WHEREAS**, the Parties are willing and committed to implementing the Project Component or Components, as reflected in Exhibit B to this Agreement, in compliance with all applicable requirements set forth in the Grant Agreement that pertain to their respective Project Component(s) or portions thereof, and desire to enter into this Agreement regarding administration of the Grant as to all Components of the single Project funded by the Grant.

**NOW, THEREFORE**, FOR VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. The above recitals are true and correct and incorporated herein by reference.
2. SYRWCD as Grantee will administer Component 1 of the Project, and shall be entitled to seek reimbursement from the State for its costs of administration consistent with the Grant Agreement including Exhibit B hereto. The GSAs individually and/or collectively will carry out Project Components 2 through 8, or portions thereof, as reflected in Exhibit B hereto, and shall be entitled to seek reimbursement from State for such efforts through Grantee, including reimbursable efforts of GSA member agencies and member agency and GSA consultants and subconsultants (as applicable), consistent with the Grant Agreement and Exhibit B hereto.
3. The Parties carrying out Project Components shall carry them out, including, as applicable, completing, operating and maintaining their respective components, in accordance with applicable requirements of the Grant Agreement, and the Parties recognize that failure to do so could lead to, among other things, the State withholding and/or requiring repayment of disbursements for one or more of the Project Components as more specifically provided in the Grant Agreement including, but not limited to, Paragraph 8 of the Grant Agreement. Without limiting the scope of the foregoing, in the event the State requires reimbursement of any disbursement for any Project Component, then the Party or Parties carrying out such Component, as applicable, shall be responsible for any such repayment.

4. Grantee shall disburse grant funds received from the State to the GSAs for Eligible Project Costs of work on their respective Project Components, or portions thereof, in accordance with the terms of the Grant Agreement and this Agreement. Grantee shall disburse such reimbursements within forty-five (45) days of receipt of the funds. Attached as Exhibit B to this Agreement, and incorporated herein by this reference, is a breakdown of the Grant Agreement Project Components Budget Allocation for each of the Project Components as described in the Work Plan and Budget (Exhibits A and B) of the Grant Agreement, and as between the Parties (as applicable). Any costs and expenses for any of the Project Components or portions thereof that are in excess of grant funds received by Grantee from the State for reimbursement for the costs of such Project Component(s) are solely the responsibility of the applicable Parties.

5. Grantee shall timely submit to the State invoices, progress reports, and other documentation received from GSAs prepared to meet the accounting, reporting, and other requirements in the Grant Agreement for their respective Project Components. The GSAs are responsible for submitting such documents and information to Grantee within sufficient time as reasonably determined by Grantee for Grantee to comply with the requirements of the Grant Agreement, including, but not limited to, invoices for work in their management areas on their respective Project Components. The GSAs each understand and agree that they will only be eligible to receive grant reimbursement after they submit invoices compliant with the requirements of the Grant Agreement, and for the costs of work on Project Components in their respective management areas that a GSA has actually incurred prior to submission of any invoice seeking reimbursement for the costs of such work and for the time period (e.g., quarter) covered by the particular invoice.

6. Grantee shall account for Grant Agreement funds separately from all of Grantee's other funds in accordance with the Grant Agreement. Each GSA shall maintain books, records, and other documents pertinent to their work on their Project Components in the same manner required of Grantee under the Grant Agreement. In the event any GSA wishes to alter the schedule, materials, methods or deliverables related to its respective Project Component(s) as set forth in the

Grant Agreement, such GSA shall immediately provide written notice to Grantee's representative. Grantee shall timely forward the GSA's request for alteration to the State for consideration as needed under the terms of the Grant Agreement. No alterations will be allowed unless approved by the State and Grantee in writing, if required, provided, however, Grantee's approval shall not be unreasonably withheld.

7. Any questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement by the GSAs shall be directed to Grantee's representative for resolution with the State. Grantee shall promptly relay such questions and communications to the State.

8. Each Party acknowledges that it is responsible for initial funding needs and services required for its respective Project Component(s), or portions thereof as set forth in Exhibit B to this Agreement, including, but not limited to, all necessary environmental review and all required permits for their respective Project Components, as applicable.

9. Each GSA shall be responsible for administering or hiring for the administration of the Project Component(s) or portions thereof being carried out in its respective Management Area, as set forth in Exhibit B to this Agreement.

10. INDEMNIFICATION:

(a) To the extent permitted by law, each GSA shall fully indemnify, defend, and hold Grantee (including its respective officers, directors, employees and agents) free and harmless from all liabilities for any claims and damages (including inverse condemnation) that may arise out of such GSA's Project Component(s) or respective portions thereof, and this Agreement, including, but not limited to, any claims for damage arising from planning, design, construction, maintenance and/or operation of the Project Component(s) or respective portions thereof, and any breach of this Agreement, but not including any acts or omissions of Grantee that involve Grantee's active negligence or willful misconduct. GSA liability arising from the active negligence or willful misconduct of Grantee is excluded under this paragraph. Notwithstanding the foregoing, any liability (directly or by indemnity) of the Grantee arising out of this Agreement in excess of \$154,000 shall be subject to this indemnity without regard to fault. Each GSA shall



require its contractors and subcontractors to name Grantee, and Grantee's respective officers, directors, employees, and agents, as additional insureds on its liability insurance for activities taken pursuant to this Agreement. Each GSA shall also require its contractors and subcontractors to name the State, and State's officers, agents, and employees, as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

(b) Each GSA hereby acknowledges that the State may pursuant to the default provisions of Paragraph 9 of the Grant Agreement: terminate the Grant Agreement; demand that funding be immediately repaid, with interest; terminate any obligation to make future payments; or take any other action to protect its interests. In the event that an act or omission by a GSA results in an uncured default pursuant to the Grant Agreement which results in the State demanding a return of funding, that GSA shall be responsible for making an immediate payment to Grantee in an amount sufficient to cover the funds and interest demanded by the State. Said GSA shall be responsible for both the immediate payment demanded by the State and the entire, final obligation to the State (should it exceed the initial demand) and shall not seek or be entitled to reimbursement from Grantee or any other GSA, provided that the State's enforcement of the default of the Grant Agreement was substantially caused by said GSA's default.

The indemnification provisions of this Paragraph 11 survive completion of the work on Project Components and the termination of this Agreement and the Grant Agreement.

11. The Parties each agree to comply with all applicable laws, policies, and regulations in carrying out this Agreement, their respective Project Component(s) or portions thereof, or any other acts required or contemplated by the Grant Agreement.

12. All monies Grantee receives for the respective Project Components from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Agreement to the extent consistent with the Grant Agreement; provided, however, that Grantee shall not be responsible for any money paid out as a result of fraud, forgery or misrepresentation, other than fraud, forgery, or misrepresentation by Grantee, its officers, directors, employees, or agents.

13. SWRWCD in its role as Grantee shall have no responsibility for the Project Components 2 through 8, inclusive, including but not limited to, the construction, implementation, operation, maintenance of or providing insurance for such Project Components.

14. Grantee is not acting as a surety under this Agreement. This Agreement is not a performance, payment, completion or labor and materials bond. Grantee does not guarantee or warrant that construction of the respective Project Component(s) or portions thereof of any other Party or Parties, as set forth in Exhibit B to this Agreement, will proceed, be completed, or that the grant funds for the respective Project Component(s) will be sufficient to meet incurred costs or expenses, nor does Grantee guarantee or warrant the plans and specifications for the respective Project Component(s) or portions thereof of any other Party, nor does Grantee guarantee or warrant any estimated construction costs or budgets set forth in either this Agreement, the grant application or the Grant Agreement. Grantee shall have no responsibility for any aspect of bidding or the selection of contractors or subcontractors to perform any aspect of the work of the respective Project Component(s) or portions thereof of any other Party or Parties as set forth in Exhibit B to this Agreement. Instead, for purposes of this Agreement, in its role as Grantee, SYRWCD is only acting as a conduit for: 1.) transfer of grant monies to the GSAs for their respective Project Components or portions thereof in furtherance of the Grant Agreement and this Agreement; and 2.) the transmission of invoices, reports, financial information, State disclosure assurances, and other information required by the Grant Agreement to be transmitted to the State.

15. Grantee will not pay any invoices submitted by any GSA until monies for approved invoices have actually been transmitted by the State to Grantee. Grantee assumes no liability to any entity, including but not limited to, any GSA or any contractors or subcontractors on the respective Project Components of the GSAs for any delays by the State in approval or transmittal of grant monies to Grantee.

16. The GSAs each agree that if any GSA is responsible for a default pursuant to Paragraph 9 of the Grant Agreement or becomes aware that a potential default may occur in the future, that GSA will work to cure the default within the time period prescribed by the State. If said GSA fails to cure such a default, it will be liable to SYRWCD and all other GSAs pursuant

to Indemnification provisions of Paragraph 11 of this Agreement.

17. To the extent consistent with the Grant Agreement and subject to any approval as may be required from the State, the Parties may agree in writing during the term of this Agreement to amend the Grant Agreement Project Components Budget Allocation as set forth in Exhibit B to this Agreement. In the event that a GSA determines that it will not or cannot utilize grant funding or complete work that has been allocated to its respective Management Area as set forth in Exhibit B to this Agreement, said GSA shall provide written notice to the other Parties, at which time the Parties shall meet and confer in good faith to establish an amendment to Exhibit B to this Agreement that is consistent with the terms and purpose of the Grant Agreement and this Agreement. Notwithstanding the foregoing, if any GSA abandons carrying out a Project Component, or portion thereof, or fails to cure any breach of this Agreement within 30 days of receipt of Notice of Breach from Grantee, then Grantee may, in its sole discretion serve written notice to the GSA or GSAs, as applicable, that the Grantee intends to terminate this Agreement due to the breach in 30 days and, if the breach is not timely and reasonably cured, terminate this Agreement as to the GSA(s) in whole or part. To the extent consistent with the Grant Agreement and subject to any approval as may be required from the State and in the absence of some other re-allocation agreed to by the Grantee and applicable GSA(s) pursuant to the meet and confer process described above, Grant funding budgeted for allocation to but not fully used by a Project Component or a portion of a Project Component carried out by a GSA, due to its abandonment, termination or some other reason will be proportionally added to the other portion(s) of the same Project Component carried out by the other GSA(s), if applicable, and, to the extent there is still budgeted funding not fully used, the remaining budgeted funding will be allocated among the other Project Components in such amounts and proportions as are agreed to by the Grantee and applicable GSA(s).

18. It is agreed by the Parties that if any applicable state budget act of the current year or any subsequent year does not appropriate sufficient funds for the grant and/or if the State terminates the Grant Agreement, then this Agreement shall be suspended and shall be of no further force or effect, except that the indemnity provisions shall survive termination of this

Agreement. In this event, except for those monies already received from the State and approved for payment for the work on the Project Components, Grantee shall have no liability to transmit any monies for work on the respective Project Components to the GSAs. For their respective Project Component(s), the GSAs agree to indemnify, defend and hold harmless Grantee from any claims asserted against Grantee by any entity in the event that the applicable state budget act does not appropriate sufficient funds for the Project Components.

19. Grantee shall not be responsible for securing insurance protection against loss or damage from any source (including but not limited to the following: fire, earthquake, vandalism, or theft) to the respective Project Components of the GSAs or any pre-purchased materials. Grantee is not liable for any loss or damage resulting from the failure to secure any such insurance. The GSAs each shall provide all insurance required or desired for their respective Project Components.

20. Upon completion of construction or performance of the respective Project Component or termination of this Agreement with respect to a Project Component, Grantee shall disburse to the appropriate Party or Parties any remaining sums of money in the account approved by the State for payment for that Project Component, which have not already been disbursed by Grantee. At their own expense, the GSAs shall be required to prepare or submit sufficient information for Grantee to prepare and timely submit to the Component Completion Reports, and annual Post-Performance Reports, in accordance with the Grant Agreement for the GSAs respective Component Projects. The Parties understand that the State will withhold ten percent or some other sum eligible for grant reimbursement until the Grant is approved for closure.

21. The GSAs each intend to proceed with all reasonable diligence in: 1.) the commencement and completion of their respective Project Component(s); 2.) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for their respective Project Component(s); and 3.) submittal of requests for payment that are fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for their respective Project Component(s).

22. Grantee shall not be obligated to recognize any assignment of this Agreement by any GSA to any third party, except as agreed to in writing by all Parties and the State (if required by the Grant Agreement). Any assignment without the required written authorization is *void ab initio*. In the event any of the GSA's SGMA responsibilities are undertaken by a new entity or other successor, that GSA shall assign its rights and duties under this Agreement to the successor(s) undertaking SGMA responsibilities for its respective portion of the Basin, including a separate public entity formed pursuant to the Joint Exercise of Powers Act (Gov't Code § 6500, *et seq.*), following written notice and transmittal to the other Parties of an assignment and assumption of duties, obligations and liabilities of this Agreement in a form satisfactory to Grantee.

23. Should any provision of this Agreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Agreement.

24. This Agreement is only for the benefit of the GSAs and not for the benefit of any third party, other than the State.

25. Each GSA shall designate in a written notice to Grantee a representative that will be responsible for making reimbursement requests to Grantee. The signature of such representative on any request for payment shall conclusively and finally establish the right of Grantee to draw checks as so requested, subject to Grantee's performance of its responsibilities as Grantee and subject to the State's transmittal of grant monies to Grantee for the respective Project Component of any GSA requesting payment.

26. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of any Party and any other Party. Each Party agrees to be fully responsible to the other Parties for the acts and omissions of the Party's contractors, subcontractors, and persons either directly or indirectly employed by them or otherwise acting as an agent of the Party. Each Party's respective obligations to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Grantee and Grantee's obligation to transmit monies to the GSAs. As a result, no Party shall have any obligation to pay monies to any contractor or subcontractor retained by any other Party, except to the extent a given contractor or subcontractor is separately retained by a Party for other work.

27. Each of the GSAs agrees that, at the GSA's sole cost and expense, each GSA shall ensure that Grantee, its officers, directors, employees, and agents shall be named as additional insureds, and insured in the same amount as GSAs, on all policies, if any, which any GSA is required to obtain for its respective Project Component(s) or portions thereof. Each GSA agrees to provide Grantee with written documentation that it has been so named as an additional insured on all such insurance policies during the term of this Agreement.

28. The term of this Agreement shall be the same as, and coincide with, the term of the Grant Agreement and any extensions thereof. This Agreement shall terminate upon the earlier of: 1.) the expiration of the term of the Grant Agreement (unless extended by the Grant Agreement); 2.) completion of all obligations under this Agreement; or 3.) termination of the Grant Agreement by the State.

29. For three (3) years after termination of this Agreement and the Grant Agreement, Grantee and each respective GSA shall retain copies of records of: 1.) deposits into, and disbursements from, accounts for the GSA's respective Project Component(s); and 2.) requests for payment from that GSA. Upon prior written request, Grantee and each GSA shall provide reasonable access to inspect such records to each other or the State during normal business hours.

30. Each Party represents and warrants that each person signing this Agreement on behalf of such Party has legal authority to sign this Agreement and bind that Party.

31. Notice pursuant to this Agreement shall be deemed received on the day of delivery if personally served or provided by e-mail and on the 2<sup>nd</sup> day following posting if provided by United States mail. Notice shall be given to the following representatives at the addresses shown below unless notification of a change is provided in accordance with this Paragraph.

**GRANTEE**

**CMA GSA**

William J. Buelow  
General Manager  
P.O. Box 719  
Santa Ynez, CA 93460  
805-693-1156  
bbuelow@syrwcd.com

Name  
Title  
Address  
Address  
Phone  
E-mail

**EMA GSA**

**WMA GSA**

Name  
Title  
Address  
Address  
Phone  
E-mail

Name  
Title  
Address  
Address  
Phone  
E-mail

32. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be filed in Santa Barbara Superior Court.

33. This Agreement has been negotiated by each of the Parties and shall not be construed against any of the Parties as the drafting party.

34. This Agreement will be considered binding and effective when it has been fully executed by the Grantee and the GSAs. Notwithstanding the foregoing sentence, however, in the event Grantee and one or more but not all GSAs have executed this Agreement, so as to not unduly delay administration of the Grant for the benefit of the GSA(s) executing this Agreement, Grantee may in its discretion elect to consider this Agreement effective as between the executing Parties and act as a conduit and administer the Grant as between such Parties. This Agreement may be executed in counterpart

originals, with all counterparts taken as a whole constituting the complete Agreement.

**WHEREFORE**, having read the foregoing and having understood and agreed to the terms of this Agreement, the Parties have affixed their signatures below:

**SIGNATURES**

**SANTA YNEZ RIVER WATER CONSERVATION DISTRICT (GRANTEE)**

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

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

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

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

**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY**

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

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

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

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

**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY**

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

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

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

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

**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
WESTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY**

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

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

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

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



**EXHIBIT A**

[GRANT AGREEMENT]

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT  
AGREEMENT NUMBER 4600015625**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Santa Ynez River Water Conservation District (WCD), a Public Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the SGMA Implementation in the Santa Ynez River Basin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Groundwater Sustainability Plans (GSP), or Alternative(s) to a GSP, for the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA) of the Basin, which Grantee in combination with other local agencies manage through separate Groundwater Sustainability Agencies pursuant to SGMA . The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative(s) to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 03, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after April 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,534,000. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by 11, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF),
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Brian Moniz at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Brian Moniz at [Brian.Moniz@water.ca.gov](mailto:Brian.Moniz@water.ca.gov).

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
    - i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
    - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
    - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
    - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
    - v. Failure to routinely invoice the State pursuant to Paragraph 7.
    - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
    - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
  - B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
    - i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
    - ii. Terminate any obligation to make future payments to the Grantee.
    - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
  - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
  - C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
  - D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
  - E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
  - F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
  - G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. **PROJECT MONITORING PLAN REQUIREMENTS.** As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. **NOTIFICATION OF STATE.** The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.



16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Santa Ynez River WCD  
William J. Buelow,  
3669 Sagunto Street, Suite 101  
Santa Ynez, CA 93460  
Phone: (805) 693-1156  
Email: [bbuelow@syrwcd.com](mailto:bbuelow@syrwcd.com)  
**Mailing Address**  
P.O. Box 719  
Santa Ynez, CA 93460

Direct all inquiries to the Grant Manager:

Department of Water Resources  
Brian Moniz  
Senior Water Resources Engineer  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (818) 549-2325  
Email: [Brian.Moniz@water.ca.gov](mailto:Brian.Moniz@water.ca.gov)

Santa Ynez WCD  
William J. Buelow  
Assistant General Manager,  
3669 Sagunto Street, Suite 101  
Santa Ynez, CA 93460  
Phone: (805) 693-1156  
Email: [bbuelow@syrwcd.com](mailto:bbuelow@syrwcd.com)  
**Mailing Address**  
P.O. Box 719  
Santa Ynez, CA 93460

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

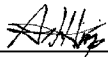
18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

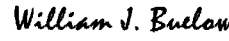
- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds
- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Appraisal Specifications
- Exhibit L– Information Needed for Escrow Process and Closure
- Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

SANTA YNEZ RIVER  
WATER CONSERVATION DISTRICT


  
\_\_\_\_\_  
Arthur Hinojosa  
Manager, Division of Regional Assistance

  
\_\_\_\_\_  
William J. Buelow  
Assistant General Manager


Date 1/19/2024

Date 1/19/2024

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_  
for  
Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date 1/19/2024



## Exhibit A WORK PLAN

**Project Title:** SGMA Implementation in the Santa Ynez River Basin

**Project Description:** The Work Plan includes activities associated with the planning, development, and construction of the SGMA Implementation in the Santa Ynez River Basin (Project), which includes Well Extraction Measurement Demonstration Projects and Basin Reporting Program, SGMA Rate Study, Basin GSPs 5-Year Update, Monitoring Improvement and Expansion, Stormwater Capture and Infiltration Project Designs, Water Use Efficiency Strategic Plan, and Recycled Water Feasibility Study. The Work Plan includes eight (8) Components:

- Component 1: Grant Administration
- Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program
- Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study
- Component 4: Basin GSPs 5-Year Update
- Component 5: Monitoring Improvement and Expansion
- Component 6: Stormwater Capture and Infiltration Project Designs
- Component 7: Water Use Efficiency Strategic Plan
- Component 8: Recycled Water Feasibility Study

### **COMPONENT 1: GRANT ADMINISTRATION**

#### **Category (a): Grant Agreement Administration**

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR’s Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager’s comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

## **COMPONENT 2: WELL EXTRACTION MEASUREMENT DEMONSTRATION PROJECTS AND BASIN REPORTING PROGRAM**

Component 2 consists of the development of the well extraction measurement and reporting program for the Santa Ynez River Valley Groundwater Basin (Basin). This Component includes a planning step, extraction measurement method demonstration projects, and two-phased implementation step. The initial planning step includes research to identify and purchase the data management system (DMS) for receiving and reporting the extraction data, and registration of wells in the white areas of the Groundwater Sustainability Agencies (GSAs), which are the areas outside the boundaries of the Santa Ynez River Water Conservation District (SYRWCD). The demonstration projects will be conducted in the predetermined areas for a period of three (3) to (6) months, and the purpose of the study is to test the feasibility and reliability of different measurement methods. Demonstration study results will be used to develop program rules and regulations for program implementation, which will occur in two phases. The first phase implements the rules and regulations and initiates the well registrations in the predetermined areas only for a minimum of one-year. At the completion of the first implementation phase, program effectiveness will be evaluated, and program rules and regulations updated for the second phase where the program will be implemented in the entire Basin by the GSAs. The basin-wide implementation will mark the completion of this component. Public outreach and engagement will be conducted throughout the entire program development process, including well registrations, identifying cooperating well owners for the demonstration study, and both phases of program implementation.

### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

### **Category (b): Environmental / Design / Engineering**

#### Task 1: Environmental Compliance and Permitting

Prepare environmental documentation and file Notice(s) of Exemption (NOE) with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin and no costs for Category (c) may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its

environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- All completed CEQA and NEPA documents, as required
- No Legal Challenges Letter

Task 2: Well Extraction Measurement and Reporting Program Development

Conduct research and establish a Data Management System (DMS) and services for receiving and reporting the extraction data. Conduct outreach to landowners, select and coordinate access agreements with a minimum of three volunteer landowners for each of the three management areas to where demonstration projects are proposed.

Deliverables:

- Memorandum regarding DMS research and services
- Access agreements, as required

Task 3: Demonstration Project Development

Develop well extraction measurement and reporting demonstration projects. Evaluate three (3) extraction measurement methods for a minimum of four (4) locations in a minimum of three (3) Management Areas of the Basin. Evaluate mechanical meters, electrical power consumption, and remote sensing and evapotranspiration estimates.

Deliverables:

- Technical memorandum summarizing development of demonstration projects

Task 4: Basin-Wide Groundwater Extraction Measurement Program

Prepare a draft Implementing Rules and Regulations Document to provide specific guidance to well owners on well registration, measurement method criteria, and reporting requirements. Implement a two-phased Basin-wide groundwater extraction measurement program. Submit the draft Implementing Rules and Regulations Document to the DWR Grant Manager for review and concurrence.

Phase I: Update well registrations to include well owners in predetermined areas of the Eastern Management Area (EMA). Select and purchase an approved extraction measurement method, and provide quarterly groundwater reports to the GSAs. Finalize the Implementing Rules and Regulations Document and submit the document to the DWR Grant Manager for review and concurrence.

Phase II: Update well registrations for the GSAs. Initiate DMS implementation for collecting and tracking Basin-wide groundwater extraction data.

Deliverables:

- Draft and final Implementing Rules and Regulations Document

**Category (c): Implementation / Construction**

Task 5: Demonstration Projects

Install infrastructure for demonstration projects, including meters, solar panels, telemetry equipment, and weather stations to support evapotranspiration estimates, as needed. Register demonstration projects wells, collect data from the demonstration projects, collate, and store said data with the chosen DMS software identified in Task 2. Evaluate the extraction methods and reported data to determine which measurement methods best fit each of the management areas, based on accessibility, cost, feasibility, and land use.

Deliverables:

- Summaries of activities, field notes, and photo documentation to include in the associated quarterly Progress Reports, as required.
- Proof of purchase of equipment, as required
- Proof of equipment installation, as required
- Technical memorandum summarizing extraction method findings and reported data

**Category (d): Monitoring / Assessment**

Compile and analyze extraction production data. Update the existing groundwater model and water budgets, and provide additional information analyzing projected management area conditions.

Deliverables:

- Technical memorandum summarizing groundwater extraction data

**Category (e): Engagement / Outreach**

Increase outreach and coordination between GSA member agencies, landowners, and stakeholders. Create and distribute educational and outreach materials during public workshops. Facilitate an informational basin wide well extraction measurement presentation at three (3) informational public workshops and GSA meetings. Attend outreach events to educate groundwater extractors on the benefits of tracking and quantifying groundwater extractions in the Basin.

Deliverables:

- All outreach and engagement materials, as required
- Meeting/workshop agendas and minutes.

**COMPONENT 3: SANTA YNEZ RIVER BASIN WMA, CMA AND EMA – SGMA RATE STUDY**

Component 3 includes preparation of a rate study for each management area including the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA).

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Design / Engineering**

Not applicable for this Component.

**Category (c): Implementation / Construction**

Not applicable for this Component.

**Category (d): Monitoring / Assessment**

Prepare rate schedule for each of the three Management Areas (MAs). Perform analysis of GSAs budgets for next five years and determine required revenue for each GSA. Evaluate need for pump charge rate and/or parcel fee in each MA. Prepare rate schedules for each MA and provide at least two recommended rate/fee alternatives for each GSA. Prepare a minimum of three Rate Studies and present the study to the GSAs for consideration or adoption.

Deliverables:

- Meeting agenda and minutes
- Final Rate Study

**Category (e): Engagement / Outreach**

Not applicable to this Component

**COMPONENT 4: BASIN GSPS 5-YEAR UPDATE**

Component 4 includes the preparation of Annual Reports, modifying the GSPs to respond to the anticipated DWR determination letter, and preparing the five-year GSP Updates for the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA).

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Design / Engineering**

Not applicable for this Component.



**Category (c): Implementation / Construction**

Not applicable for this Component.

**Category (d): Monitoring / Assessment**

Task 1: Annual Reporting

Prepare four (4) Annual Reports for each of the three Management Areas (reports may be combined into one), as required by DWR, including Water Year 2022, 2023, 2024, and 2025.

Deliverables:

- Annual reports for Water Years 2022, 2023, 2024, and 2025

Task 2: 2022 GSP Modifications

Modify the 2022 GSPs, as applicable, in response to DWR's review and evaluation of the Plans. Provide a response and modifications addressing DWR comments and/or concerns, should the 2022 GSPs be determined incomplete or inadequate.

Deliverables:

- Proof of submittal of 2022 GSP modifications to DWR
- Revised 2022 Plan(s), as required

Task 3: Five-Year GSP Update

Assess applicable data and prepare the Five-Year GSP Plan Update. Update both the EMA numerical groundwater flow model and the WMA/CMA Model. Incorporate data from DWR's airborne electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data, as appropriate. Conduct a post audit to assess post-2018 model performances. Update input data sets and associated refinements of the Basin numerical models to support the 2027 5-year GSPs data evaluation and water budget calculations.

Deliverables:

- Draft Five-Year GSP Plan(s) Update(s)
- Technical memorandum summarizing updates to groundwater models

**Category (e): Engagement / Outreach**

Continue GSAs outreach and engagement efforts to the stakeholders, interested parties, and the public. Continue routine monthly meetings with the GSAs three Citizen Advisory Groups (CAG) to provide input to the GSA Committees.

Deliverables:

- All education and outreach materials
- Meeting agendas and minutes

**COMPONENT 5: MONITORING IMPROVEMENT AND EXPANSION**

Component 5 includes the expansion of the Monitoring Network by the integration of three to 11 existing wells with one to four located in the Western Management Area (WMA), one to four located in the Central Management Area (CMA), and one to three located in the Eastern Management Area (EMA); the installation of one to three new monitoring wells with the goal of one well per Management Area; the installation of two piezometers located in the EMA; and the installation of two stream gages located in the WMA and CMA. Component 5 will include the collection of site specific data from the existing wells via video logging and surveying, as applicable. Finally, groundwater dependent ecosystem field surveys will be conducted in each Management Area, where additionally data will be collected and assessed.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Design / Engineering**

Task 1: Environmental Compliance and Permitting

Prepare environmental documentation and file Notice(s) of Exemption (NOE) with the County Clerk’s Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin and no costs for Category (c) may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- All completed CEQA and NEPA documents, as required
- No Legal Challenges Letter

Task 2: Land Purchase/Easements

Secure access agreements with landowners for expansion of the Monitoring Networks, as needed. Obtain any County encroachment permits and/or land use agreements. Acquire necessary permits required for the well installation(s).

Deliverables:

- Access agreements and/or easements and/or encroachment permits, as required
- All other permits, as required

### Task 3: Monitoring Network Planning and Design

Investigate the feasibility of re-establishing or reconstructing USGS Stream Gage ID 11135500. Confirm well locations. Select between three (3) and 11 existing wells, one (1) to three (3) new monitoring wells, and two (piezometers), and two (2) stream gage locations. Collect site specific information regarding the selected equipment locations.

Prepare preliminary design plans for all monitoring well sites showing property boundaries, proposed monitoring well locations, and preliminary monitoring well design. Prepare any necessary revisions to engineering design packages for stream gages, as required to obtain permits. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

#### Deliverables:

- Technical memorandum summarizing site specific information, as well as locations for existing well modifications, new monitoring wells, piezometers, and stream gages.
- Preliminary design plans and specifications (monitoring wells)
- Preliminary design plans and specifications (stream gages)

### **Category (c): Implementation / Construction**

#### Task 4: Advertise, Bid, and Award

Prepare finalized design plans and specifications. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### Deliverables:

- Final design plans and technical specifications (stream gages)
- Final design plans and technical specifications (monitoring wells)
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

#### Task 5: Monitoring Well and Equipment Installation

Install the monitoring wells, piezometers and surface water gages identified in Task 3. Prepare a health and safety plan and traffic control plan(s), prior to construction, as necessary. Submit a Health and Safety Plan prior to construction. Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the 100% design plans and specifications.

Deliverables:

- Health and Safety Plan, as required
- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings
- Proof of equipment and materials purchased
- Monitoring Well Completion Reports, as required
- Certification of Completion Letter
- Acknowledgement of Credit signage

**Category (d): Monitoring / Assessment**

Task 6: Monitoring Network Field Screening

Update Monitoring Networks to comply with SGMA reporting standards. Perform surveying or video logging by collecting site specific information for Representative Monitoring Wells (geographic locations, total well depth, depth interval(s) of perforations, and elevation of the measurement point for water level readings), as needed.

Deliverables:

- Technical memorandum summarizing updates to the Monitoring Network
- Well Survey Report(s) and/or Video Logging Report(s), as required

Task 7: Data Collection, Assessment, and DMS Updates

Collect semi-annual groundwater level data from new wells and piezometers; bi-weekly streamflow measurements during storm events at the reconstructed stream gage; bi-weekly streamflow measurements during storm events at the new streamflow gage on the Santa Ynez River near Buellton; and quarterly water samples from the four identified seawater intrusion monitoring wells and analyze for standard minerals and seawater indicators post-installation.

Conduct field surveys in each of the Management Areas to investigate potential groundwater dependent ecosystems (GDEs). Evaluate results (1) from stream gages to assess shifting of the rating curve; (2) from seawater intrusion wells to establish the necessary monitoring frequency in the future and to determine a seawater sampling and analysis plan for the monitoring program; and (3) from GDE survey to assess GDE coverage. Update the DMS to include (1) all collected monitoring data and surveys (2) new wells and stream gages as part of the Representative Monitoring Network, and (3) update well site information fields to allow for entry of Minimum Thresholds and Measurable Objectives. Conduct annual stream gage maintenance.

Deliverables:

- Technical memorandum summarizing monitoring data and surveys, assessments, and DMS updates.

**Category (e): Engagement / Outreach**

Form Agricultural and Surface Water Advisory groups, prepare outreach materials, and identify potential new monitoring well sites and the siting and construction of a new surface water gage.

Deliverables:

- All outreach materials, as required
- Advisory group meeting agendas and minutes, as required.

**COMPONENT 6: STORMWATER CAPTURE AND INFILTRATION PROJECT DESIGNS**

Component 6 will lay the groundwork for planning and design of one to three suitable stormwater capture and infiltration demonstration projects. Component 6 consists of a desktop study in which data and modeling will be used to identify and screen candidate sites suitable for stormwater runoff capture, a pre-design field

investigation to confirm candidate site suitability, a conceptual project plan and preliminary project design plans for the best suited sites. The goal of Component 6 is to have preliminary design plans that can be included in Santa Barbara County's clean water stormwater program to permit and construct the projects more efficiently in the future.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Design / Engineering**

Estimate quantity and quality of naturally occurring runoff. Develop and apply screening criteria to identify available lands and potential recharge volumes for infiltration. Document screening analysis and work with stakeholders to select one (1) to three (3) sites for confirmation.

Complete confirmation studies, including pre-design soil and percolation studies and exploratory subsurface geophysical surveys. Conduct data post-processing. Conduct a biological constraints analysis, if needed, to screen for special-status species habitat that could influence site development.

Summarize data collection results in conceptual project plans and work with stakeholders to confirm site selection. Prepare preliminary designs for selected project sites. Conduct surveys within the footprint of site location as required, including a field topographic survey and preparation of 30% design plan layout sheets with a preliminary grading plan and a schematic of an assumed gravity diversion structure.

Deliverables:

- Technical memorandum summarizing site specific information and sites selected for project locations.
- 30% Design Plans and Specifications
- Percolation Test results
- Geophysical survey report
- Topographic survey report

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Coordinate with and provide outreach materials to GSA member agencies, Citizens Advisory Groups (CAGs), landowners, and stakeholders to identify acceptable project sites and cooperating landowners. Survey members for feedback and input for consideration during the site selection process.

Deliverables:

- All outreach materials, as required
- Meeting agendas and minutes, as required.

**COMPONENT 7: WATER USE EFFICIENCY STRATEGIC PLAN**

Component 7 involves the formulation of a Basin-wide Water Use Efficiency Strategic Plan. The Plan will be developed through assessment of current water efficiency activities in the Basin, planning, constructing, and implementing demonstration projects, and stakeholder outreach and engagement.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Environmental / Design / Engineering**

Task 1: Develop Water Use Efficiency Strategic Plan and Design Demonstration Projects

Develop a Water Use Efficiency Strategic Plan. Gather background information of existing Plans and identify existing data gaps.

Identify demonstration project sites of cooperating landowners to deploy water savings techniques and operational refinements recommended by agricultural specialists. Select one (1) to three (3) sites for site inspections and project implementation. Conduct site inspections to identify existing infrastructure and recommend feasible physical and operational modifications to improve water use efficiency. Design water use efficiency demonstration projects based on site information.

Prepare a Routine Tracking and Reporting Protocols document and near-term basin-wide water use efficiency goals and objectives

Deliverables:

- Water Use Efficiency Strategic Plan
- Technical memorandum summarizing updated land use datasets and water demand, as well as tabular and/or schematics of existing programs
- Technical memorandum summarizing identified demonstration project sites, maps, and other relevant information
- Technical memorandum summarizing the Routine Tracking and Reporting Protocols document and near-term basin-wide water use efficiency goals and objectives

Task 2: Environmental Compliance and Permitting

Prepare environmental documentation and file Notice(s) of Exemption (NOE) and Biological Assessment under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin and no costs for Category (c) may be incurred until a exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Prepare well construction permit applications. Obtain other required permits, if any.

Deliverables:

- All completed CEQA and NEPA documents, as required
- No Legal Challenges Letter
- Permits, as required

Task 3: Access Agreements and/or Encroachment Permits

Confirm site locations and acquire access agreements and/or easements as needed. Obtain any County encroachment permits and/or land use agreements.

Deliverables:

- Access agreements and/or encroachment permits, as required

**Category (c): Implementation / Construction**

Task 4: Advertise, Bid, and Award

Prepare design plans and specifications. Submit design plans and specifications to the DWR Grant Manager for review and concurrence. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Preliminary and final design plans and technical specifications for demonstration projects, as required.
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Task 5: Monitoring Equipment at Water Use Efficiency Demonstration Projects

Locate, design & construct necessary monitoring equipment at the water use efficiency demonstration project sites to quantify water demand and use (e.g., well meters, climate stations, soil moisture sensors, etc.). Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the final design plans and specifications.

Deliverables:

- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings, as required
- Proof of equipment and materials purchased
- Inspection Reports, as required
- Certification of Completion Letter, as required
- Acknowledgement of Credit signage

**Category (d): Monitoring / Assessment**

Collected and analyze monitoring data from equipment installed in Task 5. Develop Best Management Practices (BMPs) for water use efficiency from data collected from the demonstration projects. Provide guidance to landowners regarding water use efficiency BMPs. Incorporate BMPs into the Water Use Efficiency Strategic Plan.

Deliverables:

- Technical memorandum summarizing BMPs

**Category (e): Engagement / Outreach**

Conduct outreach to landowners within the Basin by distributing water use surveys. Coordinate with and provide outreach materials to GSA member agencies, landowners, and stakeholders to identify acceptable project sites and cooperating landowners. Survey members for feedback and input for consideration during the site selection process. Develop protocols to quantify and report actions.

Deliverables:

- All outreach materials, as required
- Meeting agendas and minutes, as required.
- Memorandum summarizing outreach survey data



## **COMPONENT 8: RECYCLED WATER FEASIBILITY STUDY**

Component 8 consists of a recycled water feasibility study, which will analyze possible service areas for the use of recycled water to assess hydrologic effects on river flows and identify the area that maximizes the benefit to cost ratio of using non-potable recycled water to replace groundwater pumped to support agriculture or infiltration to supplement recharge. Project alternatives will consist of the delivery of recycled water to different agricultural areas downstream of the LRWRP and infiltration to recharge the Lower Aquifer. The alternatives, including the No-Action alternative (current conditions), will be evaluated based on a variety of factors, including but not limited to technical feasibility, cost, energy requirements, benefits to stakeholders, and alignment with goals set by the GSP. The results of the analysis and the recommended project (including the costs, conceptual design, implementation plan, as applicable, and legal review and recommendations) will be summarized in the feasibility study report.

### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

### **Category (b): Environmental / Design / Engineering**

Evaluate alternatives for the use of non-potable recycled water downstream of the LRWRP. Update the numerical groundwater model. Develop feasibility cost estimates to rank and prioritize alternatives. Modify the existing City of Lompoc permit allow the necessary change in LRWRP discharge location.

Develop a conceptual design, including conceptual site plans, and proposed pipeline alignments. Develop conceptual operations and maintenance costs and requirements for the conceptual design.

Prepare a final Recycled Water Feasibility Study Report.

#### Deliverables:

- Recycled Water Feasibility Study Report
- Technical Memorandum that documenting model update and alternatives analysis

### **Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Coordinate with and provide outreach materials to GSA member agencies, Citizens Advisory Groups (CAGs), landowners, and stakeholders to identify acceptable project sites and cooperating landowners. Survey members for feedback and input for consideration during the site selection process.

Deliverables:

- All outreach materials, as required
- Meeting agendas and minutes, as required.

**Exhibit B  
 BUDGET**

**Grant Title: SGMA Implementation in the Santa Ynez River Basin**

**Grantee: Santa Ynez River WCD**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Administration	\$154,000
Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program	\$741,000
Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study	\$82,000
Component 4 : Basin GSPs 5-Year Update	\$1,492,000
Component 5 : Monitoring Improvement and Expansion	\$1,845,000
Component 6: Stormwater Capture and Infiltration Project Designs	\$335,000
Component 7 : Water Use Efficiency Strategic Plan	\$600,000
Component 8: Recycled Water Feasibility Study	\$285,000
<b>Total:</b>	<b>\$5,534,000</b>

**Component 1: Grant Administration**

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$154,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$154,000</b>

**Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$90,000
(b) Environmental / Engineering / Design	\$88,000
(c) Implementation / Construction	\$413,000
(d) Monitoring / Assessment	\$100,000
(e) Engagement / Outreach	\$50,000
<b>Total:</b>	<b>\$741,000</b>

**Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$7,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$75,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$82,000</b>

**Component 4: Basin GSPs 5-Year Update**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$75,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$1,309,000
(e) Engagement / Outreach	\$108,000
<b>Total:</b>	<b>\$1,492,000</b>

**Component 5: Monitoring Improvement and Expansion**

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$100,000
(b) Environmental / Engineering / Design	\$175,000
(c) Implementation / Construction	\$890,000
(d) Monitoring / Assessment	\$580,000
(e) Engagement / Outreach	\$100,000
<b>Total:</b>	<b>\$1,845,000</b>

**Component 6: Stormwater Capture and Infiltration Project Designs**

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Environmental / Engineering / Design	\$270,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$45,000
<b>Total:</b>	<b>\$335,000</b>

**Component 7: Water Use Efficiency Strategic Plan**

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$58,000
(b) Environmental / Engineering / Design	\$158,000
(c) Implementation / Construction	\$258,000
(d) Monitoring / Assessment	\$32,000
(e) Engagement / Outreach	\$94,000
<b>Total:</b>	<b>\$600,000</b>

**Component 8: Recycled Water Feasibility Study**

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$25,000
(b) Environmental / Engineering / Design	\$205,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$55,000
<b>Total:</b>	<b>\$285,000</b>

**Exhibit C  
SCHEDULE**

**Grant Title: SGMA Implementation in the Santa Ynez River Basin**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Administration</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	N/A	N/A
<b>Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	01/01/2023	01/01/2024
(c) Implementation / Construction	01/01/2024	09/02/2025
(d) Monitoring / Assessment	06/02/2025	04/30/2026
(e) Engagement / Outreach	01/01/2023	04/30/2026
<b>Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	06/01/2023	04/30/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	N/A	N/A
<b>Component 4: Basin GSPs 5-Year Update</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	10/04/2022	04/30/2026
(e) Engagement / Outreach	06/01/2023	04/30/2026
<b>Component 5: Monitoring Improvement and Expansion</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026



Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
(b) Environmental / Engineering / Design	06/01/2023	04/30/2025
(c) Implementation / Construction	10/01/2023	04/30/2026
(d) Monitoring / Assessment	01/01/2024	04/30/2026
(e) Engagement / Outreach	06/01/2023	04/30/2026
<b>Component 6: Stormwater Capture and Infiltration Project Designs</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	10/01/2023	04/30/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	06/01/2023	04/30/2026
<b>Component 7: Water Use Efficiency Strategic Plan</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	10/01/2023	04/30/2026
(c) Implementation / Construction	10/01/2023	12/31/2024
(d) Monitoring / Assessment	01/01/2025	04/30/2026
(e) Engagement / Outreach	06/01/2023	04/30/2026
<b>Component 8: Recycled Water Feasibility Study</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026
(b) Environmental / Engineering / Design	10/01/2023	04/30/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Engagement / Outreach	06/01/2023	04/30/2026

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

## Exhibit D

### STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
  - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
  - C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.
- D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. The Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i. Will receive a copy of the Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
  - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
  - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - D. Comply with all applicable California, federal, and local laws and regulations.
  - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
  - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
  - H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
  - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
  - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.



- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

**RESOLUTION NO. 717**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT  
MAKING AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF  
WATER RESOURCES TO OBTAIN A GRANT UNDER THE  
2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM  
SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE  
CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL  
PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018  
(PROPOSITION 68) AND THE CALIFORNIA BUDGET ACT OF 2021, AND TO  
ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE  
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

**WHEREAS**, the State of California enacted the Sustainable Groundwater Management Act (Water Code Section 10720 et seq.), as amended, which became effective January 1, 2015, pursuant to which certain public agencies may become Groundwater Sustainability Agencies (GSA) and adopt Groundwater Sustainability Plans (GSP) in order to manage and regulate groundwater in underlying groundwater basins; and

**WHEREAS**, the Santa Ynez River Water Conservation District (SYRWCD), working with various other public agencies, formed three GSAs in different sections of the Santa Ynez River Valley Groundwater Basin (Basin), which basin is as identified and described in the Department of Water Resources (DWR) Buellton No. 118 (Basin No. 315); and

**WHEREAS**, each Memorandum of Agreement for the three GSAs names the SYRWCD as the point of contact to act on behalf of the GSAs as the Coordinating Agency with DWR; and

**WHEREAS**, SYRWCD, being the Coordinating Agency in the Basin, coordinated the development of and timely submitted to DWR for its review and approval three GSPs, one GSP for each of the Central, Eastern, and Western Management Areas, and submitted a Coordination Agreement, all prepared in compliance with SGMA and its regulations; and

**WHEREAS**, funds are limited locally to implement the three GSPs.

**NOW, THEREFORE, BE IT RESOLVED**, by the Santa Ynez River Water Conservation District Board of Directors, that an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin.**

The Groundwater Program Manager and/or the General Manager of the Santa Ynez River Water Conservation District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of said District on the 7<sup>th</sup> day of December 2022, by the following roll call vote:

**AYES**, and in favor thereof, Directors: Cynthia Allen  
Art Hibbits  
Steve Jordan  
Brett Marymee

**NOES**, Directors: None

**ABSENT/ABSTAINING**, Directors: Mark Altshuler

Authorized Original Signature

Printed Name: Cynthia A. Allen

Title: President

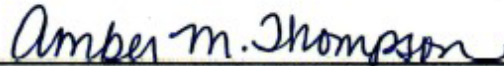


Secretary: Amber M. Thompson

#### CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Santa Ynez River Water Conservation District held on December 7, 2022.

Secretary:



Amber M. Thompson

RESOLUTION CMA-2022-003

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**Groundwater Sustainability Agency for the Central Management  
Area in the Santa Ynez River Valley Groundwater Basin**

**RESOLUTION CMA-2022-003**

**RESOLUTION APPROVING SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ON BEHALF OF THE CENTRAL MANAGEMENT AREA IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN TO MAKE AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) AND THE CALIFORNIA BUDGET ACT OF 2021, AND TO ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE PROJECT:  
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

**WHEREAS**, the Sustainable Groundwater Management Act (“SGMA”) requires that each groundwater basin in the state be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan (“GSP”), or multiple GSPs; and

**WHEREAS**, the Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Valley Groundwater Basin (“CMA GSA”), formed by Memorandum of Agreement dated January 11, 2017 (“CMA MOA”), is the exclusive GSA for the Central Management Area of the Santa Ynez River Valley Groundwater Basin (Bulletin 118 Basin No. 3-015) (“Basin”); and

**WHEREAS**, the CMA MOA names the Santa Ynez River Water Conservation District (SYRWCD) as the point of contact to act on behalf of the CMA GSA as the Coordinating Agency with DWR; and

**WHEREAS**, the CMA GSA, together with the other two GSAs in the Basin, has entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement (“Coordination Agreement”), effective January 1, 2022; and

**WHEREAS**, the CMA GSA has approved a GSP; and

**WHEREAS**, SYRWCD, being the Coordinating Agency in the Basin, coordinated the development of and submitted three approved GSPs that are well coordinated and fully comply with GSP regulations and are approvable by DWR, one GSP for each of the Central, Eastern, and

RESOLUTION CMA-2022-003

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Western Management Areas, and submitted a Coordination Agreement, as appropriate for the Basin, prior to January 31, 2022; and

**WHEREAS**, funds are limited locally to implement the CMA GSP.

**NOW, THEREFORE**, the CMA GSA hereby resolves that the Santa Ynez River Water Conservation District Board of Directors, on behalf of the CMA GSA, make an application to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin.**

The CMA GSA hereby authorizes and directs the Plan Manager designated under the Coordination Agreement to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

**PASSED AND ADOPTED** by the governing Committee of the CMA GSA on November 28, 2022 by the following roll call vote:

AYES: Cynthia Allen (Acting Alternate) and John Sanchez

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:

  
\_\_\_\_\_  
John Sanchez, Vice-Chairman

  
\_\_\_\_\_  
William J. Buelow, Secretary

RESOLUTION EMA-2022-004

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**Groundwater Sustainability Agency for the Eastern Management  
Area in the Santa Ynez River Valley Groundwater Basin**

**RESOLUTION EMA-2022-004**

**RESOLUTION APPROVING THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ON BEHALF OF THE EASTERN MANAGEMENT AREA IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN TO MAKE AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) AND THE CALIFORNIA BUDGET ACT OF 2021, AND TO ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE PROJECT:  
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

**WHEREAS**, the Sustainable Groundwater Management Act (“SGMA”) requires that each groundwater basin in the state be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan (“GSP”), or multiple GSPs; and

**WHEREAS**, the Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Valley Groundwater Basin (“EMA GSA”), formed by Memorandum of Agreement dated April 27, 2017 (“EMA MOA”), is the exclusive GSA for the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin (Bulletin 118 Basin No. 3-015) (“Basin”); and

**WHEREAS**, the EMA MOA names the Santa Ynez River Water Conservation District (SYRWCD) as the point of contact with the California Department of Water Resources (“DWR”); and

**WHEREAS**, the EMA GSA, together with the other two GSAs in the Basin, has entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement (“Coordination Agreement”), effective January 1, 2022; and

**WHEREAS**, the EMA GSA has adopted a GSP for the EMA; and

**WHEREAS**, SYRWCD coordinated the development and submittal of three approved GSPs for the Basin that are well coordinated and fully comply with SGMA and the SGMA regulations and are approvable by DWR, one GSP for each of the Central, Eastern, and Western Management

RESOLUTION EMA-2022-004

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Areas, and submitted a Coordination Agreement, as appropriate for the Basin, prior to January 31, 2022; and

**WHEREAS**, funds are limited locally to implement the EMA GSP.

**NOW, THEREFORE**, the EMA GSA hereby resolves that the Santa Ynez River Water Conservation District Board of Directors, on behalf of the EMA GSA and the other GSAs in the Basin, make an application to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin**.

The EMA GSA hereby authorizes and directs SYRWCD, as the Plan Manager designated under the Coordination Agreement as defined in SGMA Regulations section 351(z), to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

**PASSED AND ADOPTED** by the governing Committee of the EMA GSA on November 17, 2022 by the following roll call vote:

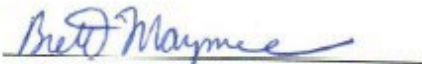
AYES: Meighan Dietenhofer (acting alternate), Mark Infanti, Brad Joos, and Brett Marymee

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:



Brett Marymee, Chairman



William J. Buelow, Secretary

RESOLUTION WMA-2022-003

Page 1 of 2

**Groundwater Sustainability Agency for the Western Management  
Area in the Santa Ynez River Valley Groundwater Basin**

**RESOLUTION WMA-2022-003**

**RESOLUTION APPROVING THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ON BEHALF OF THE WESTERN MANAGEMENT AREA IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN TO MAKE AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION ROUND 2 GRANT PURSUANT TO THE CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018 (PROPOSITION 68) AND THE CALIFORNIA BUDGET ACT OF 2021, AND TO ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE PROJECT:  
SGMA IMPLEMENTATION IN THE SANTA YNEZ RIVER BASIN**

**WHEREAS**, the Sustainable Groundwater Management Act (“SGMA”) requires that each groundwater basin in the state be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan (“GSP”), or multiple GSPs; and

**WHEREAS**, the Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin (“WMA GSA”), formed by Memorandum of Agreement dated January 11, 2017 (“WMA MOA”), is the exclusive GSA for the Western Management Area of the Santa Ynez River Valley Groundwater Basin (Bulletin 118 Basin No. 3-015) (“Basin”); and

**WHEREAS**, the WMA MOA names the Santa Ynez River Water Conservation District (SYRWCD) as the point of contact for the WMA with the California Department of Water Resources (“DWR”); and

**WHEREAS**, the WMA GSA, together with the other two GSAs in the Basin, has entered into the Santa Ynez River Valley Groundwater Basin Coordination Agreement (“Coordination Agreement”), effective January 1, 2022; and

**WHEREAS**, the WMA GSA has adopted a GSP for the WMA; and

**WHEREAS**, SYRWCD coordinated the development and submittal of three approved GSPs for the Basin that are well coordinated and fully comply with SGMA and the SGMA regulations and are approvable by DWR, one GSP for each of the Central, Western, and Western Management



RESOLUTION WMA-2022-003

Page 2 of 2

Areas, and submitted a Coordination Agreement, as appropriate for the Basin, prior to January 31, 2022; and

**WHEREAS**, funds are limited locally to implement the WMA GSP.

**NOW, THEREFORE**, the WMA GSA hereby resolves that the Santa Ynez River Water Conservation District Board of Directors, on behalf of the WMA GSA and the other GSAs in the Basin, make an application to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80), and to enter into an agreement to receive a grant for the: **SGMA Implementation in the Santa Ynez River Basin.**

The WMA GSA hereby authorizes and directs SYRWCD, as the Plan Manager designated under the Coordination Agreement as defined in SGMA Regulations section 351(z), to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

**PASSED AND ADOPTED** by the governing Committee of the WMA GSA on November 16, 2022 by the following roll call vote:

AYES: Chris Brooks, Myron Heavin, Steve Jordan, Kristin Worthley

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:

  
\_\_\_\_\_  
Chris Brooks, Chair

  
\_\_\_\_\_  
William J. Buelow, Secretary

Exhibit F

## REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

### 1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

### 2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

**ADDITIONAL INFORMATION** – Any relevant additional Information should be included.

### **3. GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

### **4. POST-PERFORMANCE REPORT**

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: [z](#).

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

## Exhibit H

### STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

##### Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

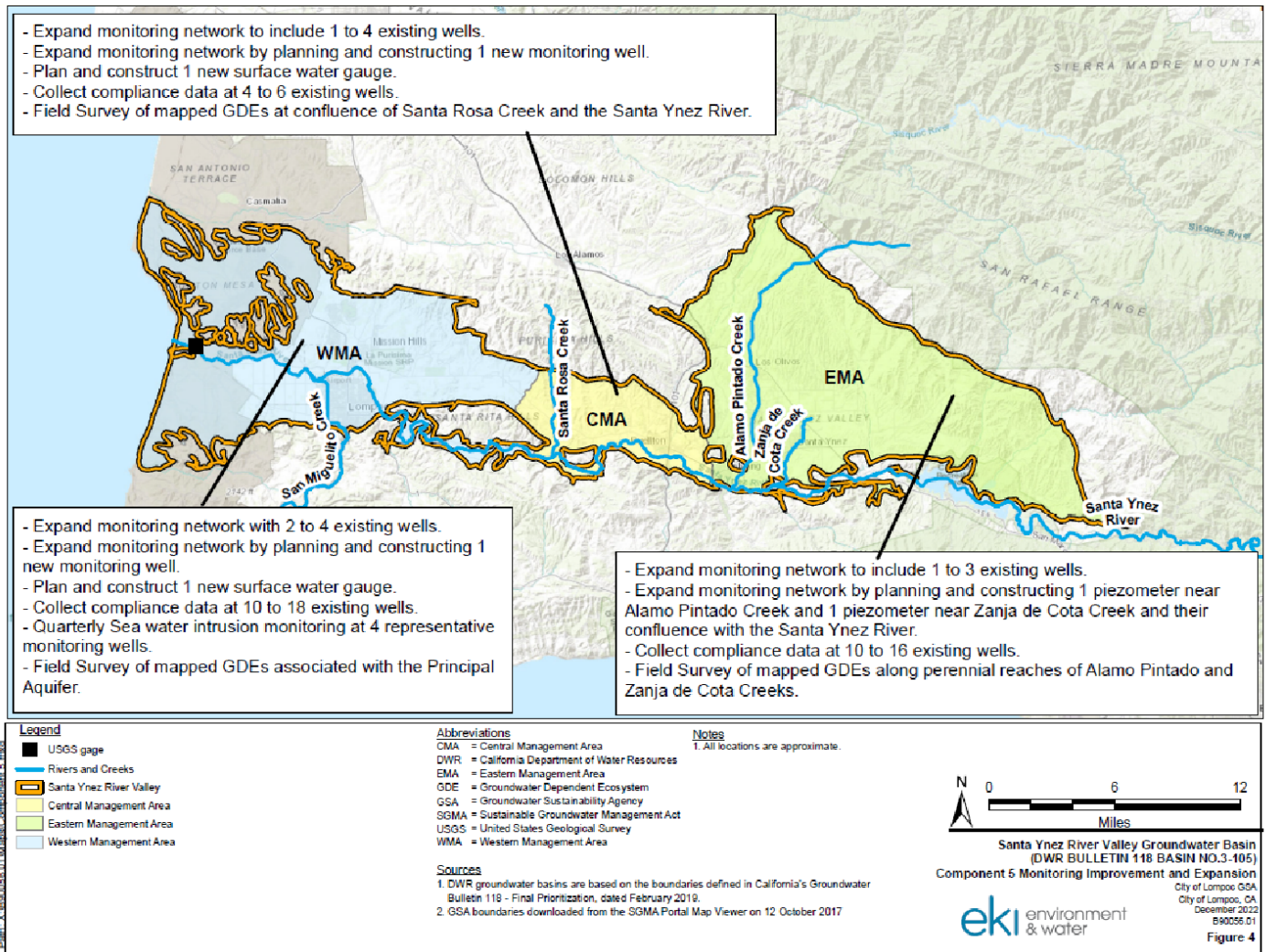
Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

## Exhibit I PROJECT LOCATION



## Exhibit J

### MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).



**Exhibit K**  
**APPRAISAL SPECIFICATIONS**  
*NOT APPLICABLE*

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
  - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
  - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

**Exhibit L**

**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

*NOT APPLICABLE*

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## EXHIBIT M

### INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**EXHIBIT B**

[GRANT AGREEMENT PROJECT COMPONENTS BUDGET ALLOCATION]

**EXHIBIT B**

**TO SUBGRANT AGREEMENT FOR IMPLEMENTATION OF GRANT AGREEMENT NUMBER 4600015265  
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND SANTA YNEZ RIVER WATER CONSERVATION DISTRICT**

**GRANT AGREEMENT PROJECT COMPONENTS BUDGET ALLOCATION**

Component	Description	Grant	Component Administration	WMA	CMA	EMA	TOTAL
		Admin					
1	Grant Administration	\$154,000	-	-	-	-	\$154,000
2	Well Extraction Measurement and Reporting (Metering)	-	\$163,000 (WMA)	\$355,667	\$192,666	\$192,667	\$741,000
3	Rate Studies	-	-	\$27,333	\$27,333	\$27,334	\$82,000
4	Annual Reports and 5-yr Updates	-	-	\$497,333	\$497,334	\$497,333	\$1,492,000
5	Monitoring Improvement & Expansion (Data Gap Filling)	-	\$107,000 (WMA)	\$786,331	\$513,832	\$544,838	\$1,845,000
6	Stormwater Capture	-	-	\$335,000	-	-	\$335,000
7	Conservation Study	-	-	\$600,000	-	-	\$600,000
8	Recycled Water Study	-	-	\$285,000	-	-	\$285,000
TOTALS:		\$154,000	\$270,000	\$2,886,664	\$1,231,164	\$1,262,174	\$5,534,000

**NOTES:**

- 1. This effectiveness of this allocation is subject to execution of the Subgrant Agreement.**
- 2. As provided in the Grant Agreement and Subgrant Agreement, all work must be completed by April 30, 2026.**
- 3. As provided in the Grant Agreement and Subgrant Agreement, eligible costs include work from October 4, 2022.**

**Exhibit B  
Component – Detail**

<b>Component 2</b>	<b>Extraction Measurement &amp; Reporting</b>	<b>Basin-Wide</b>	<b>WMA</b>	<b>CMA</b>	<b>EMA</b>	<b>Sub-Total</b>	<b>Total</b>
<b>Category (a)</b>	<b>Component Administration</b>	\$90,000	\$90,000			\$90,000	<b>\$90,000</b>
<b>Category (b)</b>	<b>Environmental / Design / Engineering</b>					\$0	<b>\$88,000</b>
Task 1	Enviro / CEQA / Permitting		\$5,000	\$5,000	\$5,000	\$15,000	
Task 2	DMS Program Development						
	Landowner Outreach & Agreements						
	· Establish DMS	\$30,000	\$30,000			\$30,000	
	· Memo DMS Development	\$3,000	\$3,000			\$3,000	
Task 3	· Access agreements		\$5,000	\$5,000	\$5,000	\$15,000	
	Demo Project Development						
Task 4	· Demo Project Tech Memo	\$10,000	\$10,000			\$10,000	
	Basin-wide Extraction Measurement Program						
	· Rules and Regulations		\$5,000	\$5,000	\$5,000	\$15,000	
<b>Category (c)</b>	<b>Implementation / Construction</b>						<b>\$413,000</b>
	Task 5 Demo Projects						
	· Install/register projects						
	· Data eval/DMS upload Activity summaries		\$127,667	\$127,667	\$127,666	\$383,000	
	· Proofs of purchase · Tech Memo	\$30,000	\$30,000			\$30,000	
<b>Category (d)</b>	<b>Monitoring / Assessment</b>						<b>\$100,000</b>
	· Compile/analyze data						
	· Update model/ budgets · Tech Memo		\$33,333	\$33,333	\$33,334	\$100,000	
<b>Category (e)</b>	<b>Engagement / Outreach</b>						<b>50,000</b>
	· Outreach / engagement · Meetings / workshops		\$16,667	\$16,666	\$16,667	\$50,000	
<b>Totals</b>		<b>\$163,000</b>	<b>\$355,667</b>	<b>\$192,666</b>	<b>\$192,667</b>		<b>\$741,000</b>



**Exhibit B  
Component – Detail**

<b>Component 5</b>	<b>Monitoring Improvement &amp; Expansion</b>	<b>Basin-Wide</b>	WMA	CMA	EMA	SUB	Total
<b>Category (a)</b>	<b>Component Administration</b>	\$100,000 (WMA)	\$100,000			\$100,000	\$100,000
<b>Category (b)</b>	<b>Environmental / Design / Engineering</b>						\$175,000
Task 1	Enviro / CEQA		\$7,000	\$7,000	\$7,000	\$21,000	
Task 2	Land Purchase / Easements		-	-	-		
	• Secure access agreements, easements, permits		\$35,000	\$35,000	\$35,000	\$105,000	
Task 3	Projects Planning & Design						
	• Preliminary design plans – Wells		\$7,000	\$7,000	\$7,000	\$21,000	
	• Preliminary design plans – Piezometer		-	-	\$7,000	\$7,000	
	• Preliminary design plans – Gages		\$7,000	\$7,000	-	\$14,000	
	• Tech Memo	\$7,000 (WMA)	\$7,000			\$7,000	
<b>Category (c)</b>	<b>Implementation / Construction</b>						\$890,000
Task 4	Advertise, Bid, & Award						
	• Prepare final designs & specs		\$25,000	\$25,000	\$25,000	\$75,000	
	• Complete bid docs & bid process		\$5,000	\$5,000	\$5,000	\$15,000	
Task 5	Equipment Installation						
	• Install Monitoring Well		\$160,000	\$160,000	\$160,000	\$480,000	
	• Install Piezometer		-	-	\$100,000	\$100,000	
	• Install Stream Gages		\$70,000	\$70,000	-	\$140,000	
	<u>Deliverables:</u> Health & Safety Plans; Summary of Activities w/ Photos; Record Drawings; Proofs of Purchase; Well Completion Reports		\$26,665	\$26,665	\$26,670	\$80,000	

**Exhibit B  
Component – Detail**

<b>Component 5 (Continued)</b>	<b>Monitoring Improvement &amp; Expansion</b>	<b>Basin-Wide</b>	WMA	CMA	EMA	SUB	Total
<b>Category (d)</b>	<b>Monitoring / Assessment</b>						
Task 6	Monitoring Network Field Screenings						
	• Update Monitoring Networks		\$10,000	\$10,000	\$10,000	\$30,000	
	• Tech Memos						
	• Survey or video logs		\$70,333	\$70,333	\$70,335	\$211,000	
	• Well Survey and/or Video Log Reports				.		
Task 7							
	Data Collection and DMS Updates						\$580,000
	• Semi-annual groundwater data		\$1,000	\$1,000	\$1,000	\$3,000	
	• Semi-annual piezometer data		-	-	\$1,000	\$1,000	
	• Bi-weekly streamflow data (storms)		\$26,000	-	-	\$26,000	
	• Quarterly seawater intrusion well data		\$90,000	-	-	\$90,000	
	• Field surveys re potential GDEs		\$100,000	\$50,500	\$50,500	\$201,000	
	• Updates to DMS		\$6,000	\$6,000	\$6,000	\$18,000	
	• Tech Memo		-	-	-	-	
<b>Category (e)</b>	<b>Engagement / Outreach</b>						
	• Outreach and engagement materials		\$33,333	\$33,334	\$33,333	\$100,000	\$100,000
	• Meetings / workshops						
	<b>TOTAL</b>	\$107,000	\$786,331	\$513,832	\$544,838		\$1,845,000

**TO:** EMA, CMA, and WMA GSA Board of Directors

**FROM:** Daniel Heimel, EMA GSA Executive Director;  
Bill Buelow, CMA GSA Plan Manager & WMA GSA Interim Plan Manager

**DATE:** December 6, 2024

**SUBJECT:** Item 7 – Review and consider approval of WMA GSA adding a new Task Order with Stetson Engineers to prepare Consolidated 2024 Santa Ynez River Valley Groundwater Basin Annual Report on behalf of the Basin GSAs; and Joint Cost Share and Reimbursement Agreement between the EMA, CMA, and WMA

## Purpose

The purpose of this Staff Report is to provide the Board of Directors (BOD) of the Santa Ynez River Valley Groundwater Basin Eastern Management Area (EMA), Central Management Area (CMA), and Western Management Area (WMA) Groundwater Sustainability Agencies (GSAs) with the recommendation from EMA, CMA, and WMA GSA’s Staff to approve WMA GSA adding a new Task Order under the existing WMA-Stetson contract, on behalf of the Basin GSAs, for the Scope of Work proposed by Stetson Engineers (Stetson) to prepare a Consolidated 2024 Santa Ynez River Valley Groundwater Basin Annual Report (Consolidated 2024 Annual Report); and a Joint Cost Share and Reimbursement Agreement between the EMA, CMA, and WMA.

## Background

Under the Sustainable Groundwater Management Act (SGMA), GSAs are required to submit annual reports to the Department of Water Resources (DWR) by April 1 each year following adoption of a Groundwater Sustainability Plan (GSP). The Annual Reports convey monitoring and water use data to the DWR and to basin stakeholders on an annual basis to gauge performance of the basin relative to the sustainability goals set forth in the GSP. The GSPs for the EMA, CMA, and WMA were submitted to DWR in January 2022, and Annual Reports for Water Years<sup>1</sup> 2021, 2022, and 2023 have been subsequently submitted for each GSP. The California Department of Water Resources (DWR) reviewed the 2023 Annual Reports and provided comments in a letter dated May 17, 2024 (Attachment 1). The May 17 DWR Letter requests that subsequent annual reports for the three management areas (EMA, CMA, and WMA) be consolidated into a single annual report (Consolidated Annual Report), documenting the aggregated data for the entire Basin while also presenting GSA specific data.

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<sup>1</sup>The Water Year for the purposes of the EMA GSA GSP includes the time period from October 1<sup>st</sup> through September 30<sup>th</sup> of the following year and the year component of the title corresponds to the year that the majority of Water Year resides in (i.e. Water Year 2024 includes data from October – December 2023 and January – September 2024).

## Discussion

To prepare the Consolidated 2024 Annual Report, EMA, CMA, and WMA GSA Staff solicited proposals from two firms: GSI Water Solutions and Stetson. Staff representatives from each GSA reviewed the proposals (included as Attachments 2 and 3) and have developed a recommendation for the GSAs to select Stetson to prepare the 2024 Consolidated Annual Report. Both consultants were determined to be equally qualified, however, the proposal from Stetson was lower in cost and therefore GSA Staff recommends that the GSAs select Stetson to prepare the 2024 Consolidated Annual Report.

To contract and fund the 2024 Consolidated Annual Report, a new Task Order can be created under the existing WMA contract with Stetson Engineers, on behalf of the Basin GSAs, for the proposed Scope of Work and a Joint Cost Share and Reimbursement Agreement (Attachment 4) between the EMA, CMA and WMA were prepared by GSA Staff and Legal Counsel.

## Recommendation

Review and consider approval of a new Task Order to be created under the existing WMA contract with Stetson Engineers, on behalf of the Basin GSAs, for the proposed Scope of Work to prepare Consolidated 2024 Santa Ynez River Valley Groundwater Basin Annual Report; and Joint Cost Share and Reimbursement Agreement between the EMA, CMA and WMA.

## Attachments

**Attachment 1:** DWR May 17, 2024 SYRVGB Annual Report Comment Letter

**Attachment 2:** September 6<sup>th</sup>, 2024 Stetson Proposal to prepare the Consolidated 2024 Santa Ynez River Valley Groundwater Basin Annual Report

**Attachment 3:** November 12<sup>th</sup>, 2024 GSI Water Solutions Proposal to prepare the Consolidated 2024 Santa Ynez River Valley Groundwater Basin Annual Report

**Attachment 4:** Joint Cost Share and Reimbursement Agreement between the EMA, CMA, and WMA for the 2024 Consolidated Annual Report



CALIFORNIA DEPARTMENT OF WATER RESOURCES

# SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street, 8<sup>th</sup> Floor | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

May 31, 2024

Bill Buelow  
Santa Ynez River Valley Basin – Plan Manager  
P.O. Box 719  
Santa Ynez, CA 93460  
[bbuelow@syrwcd.com](mailto:bbuelow@syrwcd.com)

RE: Review of Annual Report for the Central Management Area GSP, Santa Ynez River Valley Basin, Water Year 2023

Dear Bill Buelow,

As the plan manager for the Central Management Area Groundwater Sustainability Plan (GSP or Plan) in the Santa Ynez Valley Basin (Basin), this letter is to inform you that the Department of Water Resources (Department) has reviewed the annual report submitted for the Basin for Water Year 2023. The Sustainable Groundwater Management Act (SGMA) requires, on April 1 following the adoption of a GSP and annually thereafter, an annual report to be submitted to the Department. The required contents of annual reports are included in the GSP Regulations (23 CCR § 356.2), as is the Department's role in reviewing annual reports (23 CCR § 355.8).

Once an annual report has been submitted, the Department is required: to notify the submitting agency of receipt within 20 days, review the information to determine whether the Basin's GSP is being implemented in a manner likely to achieve its established sustainability goal, and notify the submitting agency in writing if additional information is required (23 CCR § 355.8).

Based on the review of the annual report submitted for the Central Management Area Groundwater Sustainability Plan within the Santa Ynez Valley Basin, Department staff have determined additional information is required from the submitting agency to meet the requirements of the GSP Regulations (23 CCR § 356.2). Without this information, it is unclear whether the Plan is being implemented in a manner that will likely achieve the sustainability goal for the basin. Staff note one item that warrants requesting additional information pursuant to 23 CCR § 355.8.(b): groundwater extraction volume.

Staff note that some of the groundwater extraction data for water year 2023 was not provided in the annual report or submitted electronically to the SGMA Portal. Groundwater extraction data for the fourth quarter of WY 2023 (Jul-Sept) was not provided due to not being available as of January 26, 2024. The GSA states the volume for this period was estimated based on the previous water year. While providing the estimate for water year 2023 as the water use during the previous year is

an improvement from submitting no values, it does not meet the requirements of the GSP Regulations (23 CCR § 356.2(b)(2)). The GSA should work diligently to ensure groundwater extraction information for the preceding water year is reported by the April 1st deadline as required by SGMA (CWC § 10728).

Based on the issue identified above, the additional information required to be submitted in future annual reports includes the following:

1. Groundwater extraction data that corresponds to the water year reporting period (e.g., the annual report for water year 2024 to be submitted by April 1, 2025, should contain groundwater extraction data for water year 2024).

Additionally, groundwater extraction data for water year 2023 should be uploaded to the SGMA Portal as soon as possible.

Failure to provide additional information requested by the Department in response to an annual report review may prevent the Department from concluding that the Plan is being implemented in a manner that will likely achieve the sustainability goal for the basin, which may result in the GSP being found inadequate and referred to the State Water Resources Control Board.

A few minor issues were noted during the review that should be addressed in the future annual report submittals including:

- The data submitted to the SGMA Portal needs to be aggregated for the entire basin, rather than separate data submittals for each GSA.
- The basin point of contact should submit one annual report for the entire Subbasin each year with the additional GSA specific information included as appendices, as necessary. The one coordinated annual report should document the aggregated data for the entire Subbasin that was submitted to the SGMA Portal while also presenting the GSA specific data and information in tabular form.

Please contact the assigned DWR basin point-of-contact or [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov) if you have questions about this notice or the annual reporting process. The Department looks forward to receiving your Water Year 2024 Annual Report by April 1, 2025.

Thank You,

*Paul Gosselin*

Paul Gosselin  
Deputy Director  
Sustainable Groundwater Management

**STETSON ENGINEERS**  
**SCOPE OF WORK AND ESTIMATED COST**  
**For SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN -**  
**WATER YEAR 2024 ANNUAL REPORT for**  
**Western Management Area Groundwater Sustainability Agency (“WMA GSA”);**  
**Central Management Area Groundwater Sustainability Agency (“CMA GSA”);**  
**and Eastern Management Area Sustainability Agency (“EMA GSA”)**  
**Fiscal Year 2024/2025**

The Santa Ynez River Valley Groundwater Basin (Basin) consists of three Groundwater Sustainability Agencies (GSAs) and Management Areas (MAs): Eastern, Central, and Western (EMA GSA, CMA GSA, and WMA GSA). Each developed separate Groundwater Sustainability Plans (GSPs) by Stetson Engineers (Stetson; WMA and CMA) and GSI Water Solutions, Inc. (GSI; EMA). The GSPs were submitted in January 2022 and approved by DWR in January 2024.

For the past three years (Water Years 2021, 2022, and 2023), Stetson Engineers prepared the annual reports for the WMA GSA and CMA GSA. In DWR’s review of the 2023 annual reports for the Santa Ynez River Valley Groundwater Basin (Basin), DWR requested that the GSAs consolidate the annual reports of the GSAs into one annual report for the entire Basin (DWR, May 31, 2024). At a Basin-wide meeting on September 6, 2024, the GSAs decided to produce the materials in the annual report for each GSA separately similar to the last three reports, but have an Executive Summary and one Annual Report produced for the entire Basin.

This scope of work for Stetson is to produce one SGMA Annual Report for the entire Basin for Water Year 2024. This scope of work assumes subreports of the WMA, CMA, and EMA have been prepared that contain the same information as produced in the previous three annual reports for each respective GSA. However, for the WY2024 annual report, additional consolidation, aggregation, and analysis for the entire Basin will be performed by Stetson to produce one document.

There are expected to be some savings due to producing only one report. However, in the first year of consolidating the three annual GSA reports, there will be additional text, tables, and figures that need to be produced for the first time for the one Basin annual report. There will also be work involved in creating formatting consistency from each of the three GSA’s subreports into the one Basin annual report. DWR also requested that the data submitted annually to the SGMA Portal be aggregated for the entire basin.

The outline of the contents of the one-Basin annual report will be the same as the previous three years because this meets the statutory requirements under SGMA. In addition, the latest Department of Water Resources (DWR) guidance on annual reports (DWR, October 2023) and

9/6/2024

comments on the annual reports (DWR, May 2024) will be addressed. The critical new tables and figures in the one Basin report will summarize the Basin’s water use and change in groundwater storage. This will involve summing up these components from the three subreports of the WMA, CMA, and EMA.

The two main tasks for producing the one Basin Annual report include:

- **Task 1. Report Preparation.** The text and content of the SGMA annual report are described in the regulations (23 CCR § 356.2. Annual Reports). It includes provisions defining general information summarizing the basin and hydrologic conditions in the basin, including groundwater elevations, hydrographs, contour maps, summary of extraction data, surface water quantities, available surface water supplies, total water use, and storage maps. A final section summarizes updates on projects and management actions from the groundwater sustainability plan and how other sustainability indicators are being met. Additional supporting information will be provided in the appendices. Efforts in this task include preparing the data and report to upload to the DWR portal.
- **Task 2. Project Management and Meetings.** Project management costs are estimated at 5% of total cost. This task includes calls with the other GSAs in the Basin to coordinate efforts. This task involves attending GSA meetings to summarize the report if needed.

**Project Cost**

The total not to exceed cost for the Water Year 2024 Annual Report for the Basin is **\$12,000** (divided evenly at \$4,000/GSA). All work is on a time and material basis using the attached rate schedule (Attachment A). Staff hours for each of the tasks above are estimated below. With this new format to meet the reporting requirements, Stetson will work as efficiently as possible to lower costs further if possible.

**Proposed Costs for 2024 Santa Ynez Basin Annual Report**

<b>TASK</b>	<b>Labor Hours</b>	<b>Labor Cost</b>	<b>Expenses</b>	<b>Total</b>
Task 1 - Report Preparation	70	\$11,000	0	\$11,000
Task 2 - Project Management and Meetings	6	\$1,000	0	\$1,000
<b>TOTAL</b>	76	\$12,000	0	\$12,000



**Project Schedule**

The SGMA requires annual reports submitted by April 1st for each GSP's previous water year (WY). For this scope of work, the reporting period for the next annual report is WY 2024 (October 1, 2023, through September 30, 2024), and the final Basin Annual Report would be due April 1, 2025. Because DWR is requesting that pumping data provided to Santa Ynez River Water Conservation District on January 31, 2025, be incorporated into the 2024 annual report, Stetson will produce a first draft of the annual report by January 31, 2025, with placeholders for the water use in the last three months of the water year 2024 (July, August, and September 2024). This early draft will provide the GSAs more time to review and edit the annual report. Stetson will then produce the final draft of the annual report by Feb 28, 2025, after incorporating the final water use data for water year 2024. The GSAs would then need to approve the final annual report before submittal to DWR before April 1, 2025.

# Attachment A



## Standard Billing Rate Schedule Professional Fees

Principal	\$256.00	Per Hour
Special Project Director	\$256.00	Per Hour
Project Manager, Senior	\$222.00	Per Hour
Supervisor I	\$222.00	Per Hour
Supervising Soil Scientist	\$207.00	Per Hour
Supervisor II	\$207.00	Per Hour
Supervisor III	\$201.00	Per Hour
Senior I	\$178.00	Per Hour
Senior II	\$161.00	Per Hour
Senior III	\$145.00	Per Hour
Construction Manager	\$145.00	Per Hour
Construction Manager / Oversight	\$128.00	Per Hour
Senior Construction Inspector	\$128.00	Per Hour
Senior Field Geologist	\$145.00	Per Hour
Senior Associate	\$139.00	Per Hour
Associate I	\$133.00	Per Hour
Associate II	\$125.00	Per Hour
Associate III	\$119.00	Per Hour
Associate Soil Scientist	\$119.00	Per Hour
Senior Assistant	\$111.00	Per Hour
Assistant I	\$106.00	Per Hour
Assistant II	\$101.00	Per Hour
Assistant Soil Scientist	\$101.00	Per Hour
Assistant III	\$96.00	Per Hour
GIS Manager	\$133.00	Per Hour
GIS Specialist I	\$109.00	Per Hour
GIS Specialist II	\$99.00	Per Hour
Technical Illustrator	\$96.00	Per Hour
AutoCAD Technician	\$96.00	Per Hour
Soil Technician	\$83.00	Per Hour
Aide I	\$77.00	Per Hour
Aide II	\$67.00	Per Hour
Aide III	\$62.00	Per Hour
Project Coordinator I	\$145.00	Per Hour
Project Coordinator II	\$106.00	Per Hour
Project Coordinator III	\$96.00	Per Hour
Contract Management	\$111.00	Per Hour
Administrative I	\$77.00	Per Hour
Administrative II	\$72.00	Per Hour
Administrative III	\$67.00	Per Hour

*Effective January 1, 2024*

## Direct Expense Rates

<b>Expense Description</b>	<b>Billing Rate</b>
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Survey Equipment	\$120.00 / Day

Notes:

- 1) \* Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e. telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.



November 12, 2024

Dan Heibel  
Executive Director  
Santa Ynez River Valley Groundwater Basin Eastern Management Area  
Santa Ynez, CA 93460

## **Proposal for Consolidated Water Year 2024 Annual Report for the Santa Ynez River Valley Groundwater Basin**

Dear Mr. Heibel:

GSI Water Solutions, Inc. (GSI) is pleased to present this proposal to prepare a consolidated annual report for the 2024 Water Year for the entire Santa Ynez River Valley Groundwater Basin (Basin). The single annual report will be prepared to present the current groundwater conditions and progress towards implementing the three Groundwater Sustainability Plans (Plans) for the Basin, which is managed by the Groundwater Sustainability Agencies of the three management areas who have prepared separate Plans within the Basin. These management areas include, from west to east: the Western Management Area (WMA), Central Management Area (CMA) and Eastern Management Area (EMA).

This annual report will be prepared by GSI that both satisfies the California Department of Water Resources' requirements and provides a useful tool to achieve sustainability basin-wide.

GSI will be able to leverage familiarity with the entire Basin based on projects in the three management areas to deliver a single, consolidated annual report on time and in compliance with State regulations. GSI will bring the following as the GSAs' partner on this project:

- **Streamlined project delivery.** GSI understands the needs and issues of the stakeholders and consultants within the Basin, which will enable us to work effectively and efficiently to meet the deadlines.
- **Local team of hydrogeologists.** GSI has a deep bench of local hydrogeologists, who are familiar with the needs of local stakeholders, regulators, and consultants, which enables us to work efficiently and overcome any challenges that may arise during consolidation of sections from three reports into one.
- **Superior report writing, editing, and graphics.** GSI has a proven track record for producing clear, accurate, and easily understandable reports. This will result in less time being spent by reviewers of these reports.
- **Ability to foster collaboration and consensus.** We understand that groundwater conditions, water use, and priorities of the stakeholders and GSA Boards may differ in each management area and so we will draw evidence-based conclusions about the groundwater conditions throughout the Basin to help all parties come together in a collaborative, cooperative manner. Our unbiased approach will allow us to work effectively with the GSAs and stakeholders, facilitate timely reviews and decision-making, and help find common ground to build consensus.

- **Experience helping clients comply with the Sustainable Groundwater Management Act (SGMA):** GSI has led the development of the Plans and annual reports throughout Santa Barbara County, including the EMA, and we have helped several GSAs with the completion and submission of annual reports for their basins.

We understand what the California Department of Water Resources (DWR) has stated that they expect to see a single Annual report for the entire basin, rather than individual annual reports for each management area. The DWR point of contact for the Basin stated that we should:

“submit one annual report of the entire Subbasin (sic) each year with the additional GSA specific information included as appendices, as necessary. The one coordinated annual report should document the aggregated data for the entire Subbasin that was submitted to the SGMA Portal while also presenting the GSA specific data and information in tabular form.”<sup>1</sup>

At a Basin-wide meeting on September 6, 2024, the GSAs decided to produce the materials in the annual report for each GSA separately similar to the last three reports but have an Executive Summary and one Annual report produced for the entire Basin.

The three Plans within the Basin outline steps for achieving sustainability in each management area within 20 years. To measure the effectiveness of the Plans and demonstrate to DWR that the entire Basin is being sustainably managed, GSI will compile sections from the three annual reports prepared by GSI and Stetson Engineers (Stetson) and prepare a single, consolidated annual report that summarize the results of monitoring efforts, document changes in groundwater conditions, tabulate groundwater use, and track the effectiveness of implementation efforts. The annual report will include an assessment of the progress made toward achieving sustainability in each management area and in the Basin as a whole. The consolidated annual report for the Basin for water year 2024 will be reviewed and approved by each of the three GSAs and submitted to DWR for on-time delivery by March 31, 2025.

We recognize that there may be limited time to complete this scope but believe that it is important that each GSA have sufficient time to review the full annual report before it is submitted to DWR, which does not appear to be what is being proposed by Stetson team. This scope includes slightly more than was originally envisioned because of this consideration.

Thank you for your consideration of our proposal, which is the culmination of planning for a consolidated report first suggested by GSI and discussed with GSA staff for the 2022 annual report. We are pleased that the GSAs are now considering implementing the plan in response to DWR’s request and look forward to the opportunity to support this project for the benefit of the stakeholders throughout Basin. Please do not hesitate to contact me with questions.

Sincerely,



Tim Nicely, PG, CHg  
Supervising Hydrogeologist and Project Manager  
GSI Water Solutions, Inc.  
805.701.1245  
[tnicely@gsiws.com](mailto:tnicely@gsiws.com)

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<sup>1</sup> California Department of Water Resources. 2023. *Review of Annual reports for the Santa Ynez River Valley Basin, Water Year 2023.*

## Scope of Work

Our approach entails combining the Annual report sections prepared for each management area into a single report. As has been done in the past, Stetson Engineers (Stetson) will prepare the sections for the Western and Central Management Areas and GSI will prepare the section for the Eastern Management Area. The sections from the three annual reports will be consolidated into chapters within the single annual report for the Basin, which will be prepared by GSI.

Preparation of a single annual report will allow some cost savings in future years. Additional tables, text, and figures will be prepared for this single Basin annual report. The formatting will be consistent across the sections for each of the three GSAs within the single annual report, which will require coordination and input from each GSA on any statements made in the Report about Basin-wide sustainability.

### Task 1 – Report Preparation

The overall purpose of the annual report is to present the progress that the GSAs and various stakeholders are making towards successful implementation of the Plans. The progress of this implementation will be evaluated and compared with the goals of the Plans, then described in the one annual report to demonstrate to DWR the efforts of the GSAs and the effectiveness of implementation, along with steps taken to implement management actions described in the Plans.

To this end, the bulk of the consolidated annual report will be derived from each of the three GSAs sections by GSI and Stetson. The content of the sections for each of the three management areas will remain largely unchanged from the prior, separate annual reports. Together, these three sections will be combined into a cohesive document, which will summarily present the status of each Management Area and the Basin as a whole.

We have assumed that the individual annual report sections for each management area will have been reviewed by staff from the pertinent GSA and will be provided to GSI in final form. GSI will then do the consolidation and present one combined Administrative Draft Annual Report to the three GSAs for review. Comments will be addressed and used to prepare a Final Draft for review by each of the GSAs. Following incorporation of these comments, a final version of the Annual Report will be prepared and submitted to DWR.

The report will be based on data collected and the analysis performed by each of the GSAs' consultants, on other input and data that may become available, and on ongoing discussions with the GSAs' staff. The general organization of the report for the single annual report is expected to be the following:

1. Executive Summary
2. Introduction
3. Overall Basin Description (brief restatement of descriptions in the Plans)
4. Chapters for each Management Area (WMA, CMA, EMA)
  - a. Groundwater Conditions
    - i. Groundwater Monitoring Network
    - ii. Groundwater Elevations, including water level contour maps and updated hydrographs
    - iii. Change in Groundwater in Storage
  - b. Water Supply and Demand
  - c. Progress Towards Implementing the Plans
5. Status of Reaching Sustainability in the Basin Overall
6. Recommendations

Appendices

- A. Groundwater Monitoring Program Well Information
- B. Hydrographs
- C. Precipitation
- D. Groundwater in Storage Calculation and Specific Yield/Storage Coefficient Discussion
- E. Groundwater in Storage Sensitivity Analysis
- F. Water Budget Data

Deliverables include the following:

- Each GSA receives and reviews individual Management Area sections. Consultants finalize GSA sections.
- Administrative draft consolidated Annual Report, for review and approval by the GSAs' staff
- Draft Annual Report, for review by the GSAs' staff, GSA Committees, GSA Boards
- Final Annual Report to be submitted to the DWR

## **Task 2 – Report Submittal**

Following completion of the annual report, GSI staff will upload the report to the DWR portal. GSI staff are familiar with the SGMA reporting process and template on the DWR portal for annual reporting and have submitted several SGMA annual reports to DWR.

## **Task 3 – Meetings and Workshops**

GSI has budgeted for the following meetings:

- GSA staff meetings (6), including kickoff meetings (virtual)
- GSA committee meetings (3) presenting the draft and final versions of the report (virtual)

## **Task 4 – Project Management and Administration**

Project management tasks include project setup, monthly invoicing, communications with the GSAs' staff, GSI/Stetson team coordination, and project closeout.



## Fee Proposal and Schedule

### Fee Proposal

The costs to prepare the consolidated annual report are presented in the table below. No expenses for travel, lodging or meals are included in our cost proposal because we assume they will be unnecessary. GSI's 2024-2025 Fee schedule is attached.

	Total
Task 1 – Report Preparation	\$9,000
Task 2 – Report Submittal	\$1,500
Task 3 – Meetings and Workshops	\$3,500
Task 5 – Project Management and Administration	\$1,200
<b>Project Totals</b>	<b>\$15,200</b>

### Schedule

Meeting the reporting schedule is a top priority. Because the schedule is tight, GSI will adhere to project milestones focused on submitting the one final report by March 31, 2025. The schedule requires that the GSAs complete their adoption of the individual portions of the annual report relevant to each GSA in a timely manner.

We recognize that there will be limited time to complete this scope but believe that it is important that each GSA have sufficient time to review the full annual report before it is submitted to DWR.

The tentative key dates for the preparation and submittal of the report include:

- January 2025: All three GSAs' annual report sections are finalized
  - January 30, 2025
- February 2025: Presentation of draft annual report at GSA committee
  - February 27, 2025 (draft annual report to GSA staff by February 20, 2025)
- March 2025: Presentation of final annual report to joint GSA committee
  - March 20, 2025 (final annual report to GSA staff by March 13, 2025)
- Late March 2025: Final report submittal to DWR
  - By March 31, 2025

We anticipate working with the GSAs' staff as an initial task to finalize these dates. We will adhere to the schedule through close management of the team as well as communication and coordination with the GSAs' staff. Should any schedule deviation occur, the GSI team will address it promptly and propose a solution to the GSA project managers to enable submission of the report on time.

## Scope and Budget Assumptions

- Our scope includes:
  - GSA staff meetings including Stetson staff for the Western and Central Management Areas, and GSI staff for the Eastern Management Area including the kickoff meeting for the consultant team and GSA staff, lasting 2 hours each (virtual)
  - GSA and Public workshop on the draft report (virtual)
  - One set of revisions to final annual report



## 2024 GSI Fee Schedule

Labor Category	Hourly Rate
<b>Technical Professionals</b>	
Principal	\$250 – \$360
Supervising	\$210 – \$310
Managing	\$170 – \$230
Consulting	\$150 – \$190
Project	\$140 – \$170
Staff	\$120 – \$160
<b>Other Services</b>	
GIS/Graphics/Database	\$130 – \$185
Editor/Documents	\$130 – \$155
Administration	\$95 – \$125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

### Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

**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 following Groundwater Sustainability Agencies ("GSAs"), within the Santa Ynez River Valley Groundwater Basin ("Basin"), each a "Party" and collectively referred to as the "Parties":

Members:

1. Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency ("WMA").
2. Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency ("CMA").
3. Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency ("EMA").

**RECITALS:**

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

WHEREAS, the Parties have determined that it is necessary to contract the services of an independent engineering consultant to perform activities necessary to implement the GSP and assist in the preparation and filing of the annual report as required by SGMA; and

WHEREAS, Parties will engage the services of \_\_\_\_\_ (Consultant) to perform the tasks listed in Exhibit A ("Necessary Services"); and

WHEREAS, the cost of Consultant services to perform Necessary Services will not exceed \$ \_\_\_\_\_ based on the proposed tasks and cost estimate provided by Consultant dated \_\_\_\_\_, 2024 (Proposal), and is attached hereto as Exhibit B; and

WHEREAS, the Parties acknowledge that sharing the costs associated with performance of the Necessary Services is beneficial and cost-effective; and

WHEREAS, the Parties wish to appoint the WMA as the lead authority and signatory to the Consultant contract for services described in the Proposal and to provide payment for the Necessary Services on behalf of the Parties 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 Consultants, and Consultant's subcontractors, if any, for the Necessary Services as presented in the Proposal, with each Party contributing an equal share of the total cost (e.g., each Party contributing one-third).
2. **Payment to WMA:** WMA shall invoice the Parties as needed monthly for their respective cost share of the invoice from Consultant. However, upon completion of the Proposal and acceptance by the Parties, the WMA may, as an alternative, elect to provide a one-time invoice for a Party's total cost share. Parties only agree to provide payment for services described in the Proposal. Upon receiving an invoice, the Parties agree to provide payment within forty-five (45) days.
3. **Accounting:** Consultant invoices will be sent directly to the WMA, who will facilitate the timely review and payment of invoices. 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 borne by the Parties pursuant to this Agreement can be covered by grant funds, and such funds are received, 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 review and comment on drafts and otherwise utilize said work product. No work products generated pursuant to this agreement shall be submitted to the Department of Water Resources unless approved by each of the Parties, unless otherwise required by law. The work product generated pursuant to this Agreement shall not be binding on any Party.
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.

**Santa Ynez River Valley Groundwater Basin  
Western Management Area  
Groundwater Sustainability Agency**

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

Its: \_\_\_\_\_

**Santa Ynez River Valley Groundwater Basin  
Central Management Area  
Groundwater Sustainability Agency**

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

Its: \_\_\_\_\_

**Santa Ynez River Valley Groundwater Basin  
Eastern Management Area  
Groundwater Sustainability Agency**

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

Its: \_\_\_\_\_

**TO:** EMA GSA Board of Directors

**FROM:** Daniel Heimel, EMA GSA Executive Director

**DATE:** December 6<sup>th</sup>, 2024

**SUBJECT:** Item 11 – Review and consider approval: of Contract Services Agreement with Robert Stilts, CPA for EMA GSA Bookkeeping Services

## Purpose

The purpose of this Staff Report is to provide the Board of Directors of the Santa Ynez River Valley Groundwater Basin Eastern Management Area (EMA) Groundwater Sustainability Agency (GSA) with the recommendation from EMA’s Staff to approve a contract services agreement (Agreement) with Robert Stilts, CPA (Robert Stilts) for EMA GSA Bookkeeping Services.

## Background

The current Bookkeeper for the EMA GSA will not continue providing services after the end of 2024. Therefore, solicitation for EMA GSA Bookkeeping Services commenced at the beginning of September 2024.

## Discussion

EMA Staff solicited proposals for Bookkeeping Services from two firms: Robert Stilts and Carrie Troup, CPA. Staff representatives reviewed the proposals (included as Attachments 1 and 2) and have developed a recommendation for the EMA GSA to select Robert Stilts to provide Bookkeeping Services. Both consultants were determined to be equally qualified, however, the proposal from Robert Stilts was lower in cost and therefore EMA Staff recommends that the EMA GSA select Robert Stilts to provide Bookkeeping Services.

To contract and fund the Bookkeeping Services, a Contract Services Agreement (Attachment 3) with Robert Stilts was prepared by EMA GSA Staff and Legal Counsel.

## Recommendation

Review and consider approval of Contract Services Agreement with Robert Stilts for EMA GSA Bookkeeping Services.

## Attachments

**Attachment 1:** October 4<sup>th</sup>, 2024 Robert Stilts Proposal for EMA GSA Bookkeeping Services

**Attachment 2:** October 17<sup>th</sup>, 2024 Carrie Troup Proposal for EMA GSA Bookkeeping Services

**Attachment 3:** Contract Services Agreement with Robert Stilts for EMA GSA Bookkeeping Services

Robert Stilts, CPA  
1398 Los Osos Valley Road, Suite E  
Los Osos, CA 93402  
(805) 528-4181

**Re: EMA GSA Accounting Services Proposal**

Dear Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency,

I am very pleased with the opportunity to present my proposal to provide bookkeeping services to the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA). I am prepared to provide a range of services as outlined below:

**A. Regular Monthly Basis**

- Processes Accounts Payable and Cash Disbursements. Responsible for processing approved vendor invoices for payment, prints checks for signatures, and prepares Accounts Payable reports and basic transactions.
- Prepares periodic statistical and financial reports.
- Verifies the accuracy of journal and ledger postings and makes adjusting entries when necessary.
- Reconciles bank statements.
- Records revenues.
- Prepares the following items to be included in the committee's agenda packet: the warrant report, balance sheets, Revenue and Expenditure reports, and written financial reports.

**B. Annual Basis:**

- Prepares 1099's
- Work with auditors to prepare annual financial statements, if needed.

**C. General Support:**

- Provides assistance to the committee as needed.
- Provides assistance, guidance, and suggestions to improve internal control procedures.

The estimated cost to provide the scope of Accounting Services described above for one year is \$6,300. These services will be provided on a time and materials basis at an hourly rate of \$175 per hour plus the cost of a monthly QuickBooks subscription and charges will not exceed the estimated cost without written authorization from the EMA GSA or its authorized agents. This proposal is specifically tailored to the EMA GSA's accounting requirements. This offer is a firm and irrevocable offer for 120 days.

Please feel free to contact me with any questions that you may have regarding the proposal. I look forward to continuing my professional relationship with your organization.

Sincerely,

*Robert Stilts*

Robert Stilts, CPA

Carrie Troup, C.P.A.

(805) 937- 0511

1005 S Broadway Santa Maria, CA 93454

October 17, 2024

Confluence Engineering Solutions  
P.O. Box 7098  
Los Osos, CA 93412

Dear Daniel and Charlotte:

It is a privilege to offer accounting services for Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency.

The services I provide are implemented through consultation and coordination tasks, recordkeeping, maintenance and monitoring tasks, maintaining Government Accounting Standards.

Listed below is a short summary of the specific actions involved in achieving these goals.

I am eager to serve the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency.

The Services include the following:

- Reconciliation of the operations bank account on a monthly basis
- Preparation, printing and mailing of expense checks / recording electronic payments and check signing as needed
- Timely preparation of monthly financial reports for Board meetings
- Maintaining the balance sheet and fund balance accounts
- Track vendor EINs with Form W-9 and Form 590 and issue annual Form 1099s
- Recording of District year-end accruals
- General journal entries as needed
- Provision and maintenance of accounting program and backup
- Entry of approved annual budget into the accounting program
- Vendor contact as needed
- Retained to address issues associated with the accounting/financial operations of the District; invoiced separately, as needed

**For All Work Performed:**

- Utilize Contractor's specialized training and knowledge to provide competent and professional accounting services to EMA GSA;
- Work independently, with minimal direct oversight, exercising independent judgment and discretion as appropriate;
- Complete all work in a timely manner:  
Maintain strict confidentiality of data and information and adhere to all applicable accounting and ethical requirements in connection with the performance of the Services;
- Continuously maintain appropriate licenses and qualifications;

I would like to offer the aforementioned services for \$1,000 per month; invoiced on a monthly basis.

I am happy to provide additional special project accounting services as needed.

I encourage you to contact my references as I feel they are a testament to the quality services I provide.

Sincerely,

Carrie Troup, C.P.A.

carrie@troupcpa.com



# Carrie Troup, C.P.A.

(805) 937- 0511

1005 S Broadway Santa Maria, CA 93454

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October 17, 2024

References:

- San Antonio Basin GSA, Randy Sharer, President (805) 310-3485
- Oak Hill Cemetery District, Charlie Herrera, Manager (805) 688-4035
- Upper Ventura River Ground Water Sustainability Agency  
Bryan Bondy, Manager (805) 646-2114
- South San Luis County Sanitation District Jeremy Ghent, District Administrator  
(805) 481-6903
- Santa Maria Valley Water Conservation District Andy Adam, Director (805) 922-9522
- Los Alamos Cemetery District Michael Nicola, Board President (805) 705-5363
- Lompoc Cemetery District Russell Anderberg, Superintendent (805) 735-1817
- San Antonio Basin Water District, Donna Glass, General Manager (805) 598-3626
- Isla Vista Community Services District, Jonathan Abboud (310) 734 -9791

## **PROFESSIONAL SERVICES AGREEMENT FOR BOOKKEEPING SERVICES**

### **1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and among the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency, a California Joint Powers Agency ("Client"), and Robert Stilts, CPA, a certified public accountant in California (“Consultant”). Client and Consultant may be referred to in this Agreement collectively as the "Parties" or individually as a "Party."

### **2. RECITALS**

- 2.1 Consultant represents that it is fully qualified to perform the professional services described in the Scope of Work by virtue of its experience and the training, education, and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility to perform such services in accordance with this Agreement.
- 2.2 Consultant represents that it has no known relationships with third parties, members of Client’s governing board, or employees of Client which would (1) present a conflict of interest with the rendering of services pursuant to this Agreement under Government Code section 1090, the Political Reform Act (Government Code sections 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, Client and Consultant agree as follows:

### **3. DEFINITIONS**

- 3.1 “Scope of Work”: Such professional services, and Consultant’s fees for such services, are set forth in Consultant’s proposal attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: December 9<sup>th</sup>, 2024.
- 3.3 “Project Administrator”: The individual that shall manage Consultant’s performance of this Agreement on Consultant’s behalf. No change shall be made in Consultant’s project administrator without Client’s prior written consent.

### **4. TERM**

The initial term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall continue for a period not to exceed one year. This Agreement may be

terminated prior to expiration of the initial term in accordance with Section 13 (“Termination”) below, and may be extended beyond the initial term upon written agreement of the Parties.

## 5. **CONSULTANT’S DUTIES**

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Work. Client shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Coordination with Client and Legal Counsel.** In performing services under this Agreement, Consultant shall coordinate all contact with Client and its legal counsel, if requested by Client.
- 5.3 **Budgetary Notification.** Consultant shall notify Client, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform Client of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4 **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession prevailing at the time and place the work is performed. Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code section 1090, and the Political Reform Act (Government Code sections 81000 et seq.).
- 5.5 **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, Client may consent in writing to Consultant’s performance of such work.
- 5.6 **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Project Administrator shall have direct responsibility for management of Consultant’s performance under this Agreement.

- 5.7 **Substitution of Personnel.** Any persons named in the proposal or Scope of Work constitutes a promise to the Client that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Client. If Client and Consultant cannot agree as to the substitution of key personnel, Client may terminate this Agreement for cause.
- 5.8 **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement.
- 5.9 **Notification of Organizational Changes.** Consultant shall notify the Client, in writing, of any change in name, ownership, or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.10 **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Client under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Client. In addition, pursuant to Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Client or as part of any audit of Client, for a period of three (3) years after final payment under this Agreement.
- 5.11 **Non-Disclosure.** All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement shall not be disclosed by Consultant without prior written consent by Client. Client shall grant such consent if disclosure is legally required. Upon request, all data of Client or of Client's legal counsel shall be returned to same, as the case may be, upon the termination or expiration of this Agreement.

## 6. **SUBCONTRACTING**

- 6.1 **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

- 6.2 **Consultant Responsible.** Consultant shall be responsible to Client for all services to be performed under this Agreement.
- 6.3 **Compensation for Subcontractors.** Client shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Client shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1 **General.** Client agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the fees set forth in Exhibit A in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Client in advance.
- 7.2 **Invoices.** Consultant shall submit to Client an invoice, on a monthly basis or as otherwise agreed to by the Client, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 **Payment by Client.** Client will pay undisputed amounts invoiced within 45 days of its receipt of the invoice.
- 7.4 **Taxes.** Client shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.5 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Work unless prior written approval is given by the Client through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the Client.
- 7.6 **Client Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Client is satisfied that the services are satisfactory.

- 7.7 **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 10, Client shall have the right to withhold payments under this Agreement to offset that amount.

## 8. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents, or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of Client without restriction or limitation upon its use or dissemination by Client except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 9. **RELATIONSHIP OF PARTIES**

- 9.1 **General.** Consultant is, and shall at all times remain as to Client, a wholly independent contractor.
- 9.2 **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Client or otherwise to act on behalf of Client as an agent. Neither Client, nor any of its agents, shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Client.
- 9.3 **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to Client as an employer. Consultant shall not be entitled to any benefits. Client makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 9.4 **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Client, Consultant shall indemnify, defend, and hold harmless Client for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties

and interest on such contributions, which would otherwise be the responsibility of Client.

## 10. INDEMNIFICATION

- 10.1 **Definitions.** For purposes of this section, “Consultant” shall include Consultant, its officers, employees, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “Client” shall include Client, its officers, agents, employees and volunteers.
- 10.2 **Consultant to Indemnify Client.** To the full extent permitted by law, Consultant shall indemnify, hold harmless, and defend Client, and its respective officers, agents, employees, and volunteers from and against any and all claims and losses, costs, or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by the intentional, reckless, or negligent acts, errors, or omissions of Consultant or any of its officers, employees, agents, or subcontractors in the performance of this Agreement except the negligence of Client and its agents, officers, and employees.
- 10.3 **Material Term.** Consultant acknowledges that Client would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect Client as set forth herein. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to Client.
- 10.4 **Subcontractor to Indemnify Client.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement.
- 10.5 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential, or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify Client for such loss or damage as is caused by the sole active negligence or willful misconduct of the Client.
- 10.6 **Attorneys Fees.** Consultant shall not be entitled to any refund of attorneys’ fees, defense costs, or expenses in the event that it is adjudicated to have been non-negligent.
- 10.7 **Waiver of Statutory Immunity.** The obligations of Consultant under this section are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Client.

- 10.8 **Insurance.** Consultant's liability under this Section 10 (Indemnification) shall not exceed the insurance coverage required under Section 11 (Insurance).
- 10.9 **Consultant Cooperation in Defense of Claims.** In the event any claim or action is brought relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Client may require.

## 11. INSURANCE

- 11.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and Client and its officers, directors, employees and agents shall be named as addition insureds on all insurance policies required by this Agreement, and Consultant shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the Client shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2 **Documentation of Insurance.** Consultant shall file with Client complete, certified copies of all required insurance policies, including endorsements affecting the coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- 11.3 **Comprehensive General Liability.** Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, comprehensive general liability and property damage insurance covering Consultant's performance under this Agreement in an amount of not less than One Million Dollars (\$1,000,000), combined single limit coverage.
- 11.4 **Workers' Compensation.** Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, workers' compensation insurance covering its employees in Consultant's performance under this Agreement.
- 11.5 **Professional Liability.** Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, professional liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) coverage.
- 11.6 **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify Client under this Agreement shall survive the expiration of this Agreement as well as expiration or early termination of this Agreement.

## 12. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, or overnight courier service



during Client’s and Consultant’s regular business hours; (ii) on the second business day following deposit in the United States mail if delivered by mail, postage prepaid, or (iii) the day of delivery if delivered by email, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Client:

Daniel Heimel, Executive Director  
Santa Ynez River Valley  
Groundwater Basin Eastern Management Area  
Groundwater Sustainability Agency  
Mailing Address: PO Box 68, Santa Ynez, CA  
93460  
danheimel@confluencees.com

If to Consultant:

Robert Stilts, CPA  
Office Address: 1398 Los Osos  
Valley Road, Suite E, Los Osos,  
CA 93402  
rstilts@yahoo.com

### 13. **TERMINATION**

- 13.1 **Client Termination.** Client shall have the right to terminate this Agreement for any reason on five calendar days’ written notice to Consultant.
- 13.2 **Consultant Termination.** Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days’ written notice to Client.
- 13.3 **Cessation of Work.** Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. Consultant shall upon payment of all sums due to Consultant, return to Client and its legal counsel all Client’s or legal counsel’s data, documents, objects, materials, or other tangible things upon the termination or expiration of this Agreement.
- 13.4 **Compensation Following Termination.** If Client terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

### 14. **GENERAL PROVISIONS**

- 14.1 **Governing Law and Venue.** This Agreement is entered into and performed in the State of California and is to be interpreted pursuant to the law of the State of California. Venue in any action arising out of this Agreement shall be in the Superior Court of California for the County of Santa Barbara. For litigation subject to United States District Court jurisdiction, venue shall be in the district court that is geographically closest to Santa Barbara, California.
- 14.2 **Entire Agreement.** The Parties agree that this Agreement contains the entire understanding concerning the subject matter among the Parties and supersedes and

replaces all prior negotiations of proposed agreements, written or oral, if any. This Agreement shall not be amended or modified except in writing, executed and agreed to by all the Parties to this Agreement.

- 14.3 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement.
- 14.4 **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.
- 14.5 **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 14.6 **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 14.7 **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 14.8 **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**CLIENT**

**CONSULTANT**

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

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

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

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

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

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

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

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

**Exhibit A: Consultant Proposal**

Robert Stilts, CPA  
1398 Los Osos Valley Road, Suite E  
Los Osos, CA 93402  
(805) 528-4181

**Re: EMA GSA Accounting Services Proposal**

Dear Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency,

I am very pleased with the opportunity to present my proposal to provide bookkeeping services to the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA). I am prepared to provide a range of services as outlined below:

**A. Regular Monthly Basis**

- Processes Accounts Payable and Cash Disbursements. Responsible for processing approved vendor invoices for payment, prints checks for signatures, and prepares Accounts Payable reports and basic transactions.
- Prepares periodic statistical and financial reports.
- Verifies the accuracy of journal and ledger postings and makes adjusting entries when necessary.
- Reconciles bank statements.
- Records revenues.
- Prepares the following items to be included in the committee's agenda packet: the warrant report, balance sheets, Revenue and Expenditure reports, and written financial reports.

**B. Annual Basis:**

- Prepares 1099's
- Work with auditors to prepare annual financial statements, if needed.

**C. General Support:**

- Provides assistance to the committee as needed.
- Provides assistance, guidance, and suggestions to improve internal control procedures.

The estimated cost to provide the scope of Accounting Services described above for one year is \$6,300. These services will be provided on a time and materials basis at an hourly rate of \$175 per hour plus the cost of a monthly QuickBooks subscription and charges will not exceed the estimated cost without written authorization from the EMA GSA or its authorized agents. This proposal is specifically tailored to the EMA GSA's accounting requirements. This offer is a firm and irrevocable offer for 120 days.

Please feel free to contact me with any questions that you may have regarding the proposal. I look forward to continuing my professional relationship with your organization.

Sincerely,

*Robert Stilts*

Robert Stilts, CPA

December 6, 2024

California Stream Gage Installation Program (CalSIP)

Subject: Commitment to Operate and Maintain Stream Gages

Dear CalSIP Team,

The Santa Ynez River Valley Groundwater Basin Western Management Area (WMA) Groundwater Sustainability Agency (GSA) and the Santa Ynez River Valley Groundwater Basin Central Management Area (CMA) GSA are writing to express our strong commitment to operating and maintaining the two existing historic site stream gages and two new stream gages currently under consideration for the CalSIP program: the SANTA YNEZ R A PINE CYN NR LOMPOC CA (site ID 2811-02) and the SANTA YNEZ R A V STREET NR LOMPOC CA (site ID 2812-02, collectively as “existing gages”), and the “SANTA YNEZ R A TERRA RD LOMPOC CA” and “SANTA YNEZ R A SANTA ROSA RD BUELTON CA” (collectively as “new gages”).

These four stream gages will fill critical data gaps identified in the Groundwater Sustainability Plans (GSPs) for the WMA and CMA. The gages will provide vital data on Interconnected Surface Water and ensure effective groundwater and surface water management as part of GSP implementation.

The WMA and CMA GSAs are fully committed to the operation and maintenance of these gages as part of our GSP implementation efforts. Historically, the two existing gages were operated by the USGS, which has decades of experience with stream gaging in the basin. Because the USGS’ capacity is limited, they are unable to re-establish previous stations or undertake construction and operation of new sites. Accordingly, to fulfill this obligation the GSAs plan to hire a qualified contractor to construct, operate and maintain the four gages. The contractor will be required to meet USGS standards, ensuring data quality and reliability. Input from the USGS will be sought as needed to maintain consistency with best practices.

The Basin is conducting a rate study to identify the funding to support the GSAs’ budgets for the next five years. The funding for operating and maintaining the stream gages will be included as part of the GSP annual monitoring activities and costs. We are confident in our ability to sustain these efforts, ensuring the gages remain operational and continue to provide valuable data for sustainable groundwater management.

We appreciate CalSIP's consideration of these stream gage projects. Should you require any additional information or have questions, please feel free to contact William (Bill) Buelow, CMA GSA Plan Manager and WMA GSA Interim Plan Manager, 805-693-1156 or by email at [cma@SantaYnezWater.org](mailto:cma@SantaYnezWater.org) or [wma@SantaYnezWater.org](mailto:wma@SantaYnezWater.org).

Sincerely,

William J. Buelow

Plan Manager, Central Management Area Groundwater Sustainability Agency and  
Interim Plan Manager, Western Management Area Groundwater Sustainability Agency

DRAFT

# JOINT MEETING MINUTES

**Santa Ynez River Valley Groundwater Basin Central Management Area  
Groundwater Sustainability Agency**

**and**

**Santa Ynez River Valley Groundwater Basin Eastern Management Area  
Groundwater Sustainability Agency**

**and**

**Santa Ynez River Valley Groundwater Basin Western Management Area  
Groundwater Sustainability Agency**

**September 6, 2024**

A joint special meeting of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA), the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA), and the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (WMA GSA) was held on Friday, September 6, 2024, at 10:00 a.m. at the City of Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

EMA GSA Director Brett Marymee attended the meeting via teleconference from 32001 Railroad Canyon Rd., Canyon Lake, California. This remote participation location was properly noticed on the agenda and the agenda was posted at the remote location, in compliance with Gov. Code Section 54950 et seq. No members of the public joined Director Marymee at the location.

WMA GSA Alternate Director Mike Garner attended the meeting via teleconference from 2824 Desert Song Drive, Bullhead City, Arizona. This remote participation location was properly noticed on the agenda and the agenda was posted at the remote location, in compliance with Gov. Code Section 54950 et seq. No members of the public joined Alternate Director Garner at the location.

**CMA GSA Committee Members Present:** Larry Lahr, John Sanchez, and Joan Hartmann (non-voting)

**EMA GSA Committee Members Present:** Joan Hartmann, Brad Joos, Elizabeth Orona, and Brett Marymee (participating by teleconference)

**WMA GSA Committee Members Present:** Jeremy Ball, Chris Brooks, Myron Heavin, Steve Jordan, and Joan Hartmann (non-voting)

**CMA GSA Alternate Committee Members Present:** Meighan Diethofer

**EMA GSA Alternate Committee Members Present:** Meighan Diethofer and Steve Jordan



**WMA GSA Alternate Committee Members Present:** Meighan Dietenhofer, Ron Stassi, and Kristin Worthley

**Others Present (In Person):** Cynthia Allen, Bill Buelow, John Fio (EKI Consulting), Paeter Garcia, Daniel Heibel (Confluences Environmental), Rose Hess, Mary Heyden, Kadie McShirley, Nate Page (Confluences Environmental), Amber Thompson, Donna Wood, and Matt Young

**Others Present (Teleconference):** Jeff Barry (Confluences Environmental), Doug Circle, V. Deanda, Dan Drugan, Karen Kistler, Deby Laranjo, Curtis Lawler (Stetson Engineers), Sharyn Merritt, Tim Nicely (GSI Water Solutions), Carol Redhead, Matt Scudato, Isaac St. Lawrence (McMurtrey, Hartsock, Worth, & St. Lawrence, WMA GSA Legal Counsel), Steve Torigiani (Young Wooldridge LLP, CMA GSA Legal Counsel), and Scarlett Tovar (DWR)

**1. Call to Order**

CMA, EMA, and WMA Director Joan Hartmann called the meeting to order at 10:00 a.m.

**2. Roll Call**

Ms. Thompson called roll.

Two CMA GSA Directors and one non-voting Director were present providing a quorum. In addition, one Alternate Director was present.

Three EMA GSA Directors were present in-person and one Director was present by teleconference, as was properly noticed on the agenda, providing a quorum. In addition, two Alternate Directors were present.

Four WMA GSA Directors and one non-voting Director were present in-person providing a quorum. In addition, two Alternate Directors were present in-person and one participated by teleconference.

**3. Consider Appointment of Moderator to Facilitate Joint GSA Meeting**

CMA, EMA, and WMA Director Joan Hartmann volunteered to moderate the joint meeting. There was unanimous consensus by all other GSA Directors.

**4. Public Comment**

There was no public comment.

**5. Update on Proposition 68 Grant**

Mr. Fio, EKI Environmental, presented an update on Proposition 68 Grant and GSP Implementation Component tasks for the Basin. Discussion followed and public comment was received.

**6. Discuss Outreach to pumpers of river-alluvium in response to DWR comment on the GSPs**

Mr. Buelow reported that Plan Managers/Executive Director and legal counsels will develop a plan for outreach to the pumpers of river-alluvium in response to Department of Water Resources (DWR) comment on the Groundwater Sustainability Plans (GSPs). The outreach and education are part of the Action Plan approved by all three GSAs and submitted to DWR in January 2024 as part of the three GSPs. Discussion followed.

Ideas for education included: how to report, who to report to, consequences for non-reporting, why to report, and who enforces the consequences?

There was no public comment.

**7. Discuss alternative approaches for a coordinated annual report for the basin**

Mr. Buelow presented the letter received from DWR requesting one coordinated and combined annual report for the basin instead of three individual GSA Annual Reports. Three options were presented for discussion and direction:

- Option 1: Status Quo with sending three separate GSA Annual Reports
- Option 2: Hire one consultant to prepare one annual report for the basin
- Option 3: Each GSA continue to use the same teams for the annual reports with CMA and WMA using Stetson Engineers and EMA using GSI Water Solutions plus hire one consultant to combine the GSA reports into one basin report for submittal to DWR.

Discussion followed and public comment was received.

The unanimous consensus by Directors of all three GSAs was, for this year, to have each GSA hire its own consultant to prepare a separate annual report for its respective Management Areas plus one overarching report to tie the three individual reports together. The consultant to prepare the overarching report needs to be selected.

**8. Discuss Quarterly Basin-wide joint-GSAs schedule of Special Meetings**

- a. Friday, December 6, 2024, 9:00 a.m. – 10:30 a.m.

Mr. Buelow reported that Friday, December 6, 2024, 9:00 a.m. has been reserved for a Basin-wide joint-GSAs special meeting at the City of Buellton City Council Chambers, 140 West Highway 246, Buellton, California. Discussion followed.

b. Other dates

The Boards of Directors of the three GSAs discussed developing a potential schedule for future joint-GSA meetings. The unanimous consensus was to schedule quarterly special joint-GSA meetings on the first Friday morning of the last month of each quarter at the City of Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

**9. Next GSA Regular Meetings**

WMA GSA Board of Directors is scheduled to meet Wednesday, September 25, 2024, at 10:00 a.m. at Village Community Services District, Meeting Room, 3745 Constellation Rd, Lompoc.

CMA GSA Board of Directors is scheduled to hold a Special Meeting in lieu of the regular meeting on Tuesday, October 15, 2024, at 10:00 a.m. at Buellton City Council Chambers, 140 West Highway 246, Buellton.

EMA GSA Board of Directors is scheduled to meet Thursday, November 21, 2024, at 6:30 p.m. at Santa Ynez Community Services District Meeting Room, 1070 Faraday Street, Santa Ynez. A special meeting of the EMA GSA may also be held in October.

There was no discussion or public comment.

**10. GSA Board member reports and requests for future agenda items**

EMA GSA Director Joan Hartmann requested to learn about specific issues in each GSA for each GSA to learn about the others in the basin.

WMA GSA Director Steve Jordan requested that metering discussions occur sooner and that GSAs consider adding conditions to new well verifications to request monitoring access and the addition of a flow meter.

EMA GSA Director Elizabeth Orona requested an update on communication to pumpers.

WMA GSA Director Jeremy Ball requested an update on rate studies and asked about implications for all three GSAs.


WMA GSA Alternate Director Kristin Worthley requested a report on the role, legal power, and requirements of the joint-GSAs on sustainability. Discussion followed.

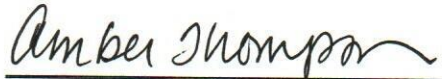
WMA GSA Director Myron Heavin commented on the issue of discharge from water softeners that use bags of salt and requested that the County should take on the issue.

**11. Adjournment**

Meeting Moderator EMA GSA Director Joan Hartmann adjourned the meeting at 11:19 a.m.

**Santa Ynez River Valley Groundwater Basin Central Management Area  
Groundwater Sustainability Agency**

  
\_\_\_\_\_  
Larry Lahr, Chair

  
\_\_\_\_\_  
Amber Thompson, Secretary

Approved on: 10/15/2024

**Santa Ynez River Valley Groundwater Basin Eastern Management Area  
Groundwater Sustainability Agency**

  
\_\_\_\_\_  
Brett Marymee, Chair

  
\_\_\_\_\_  
Elizabeth Orona, Secretary

Approved on: 10/24/2024

**Santa Ynez River Valley Groundwater Basin Western Management Area  
Groundwater Sustainability Agency**

\_\_\_\_\_  
Jeremy Ball, Chair

\_\_\_\_\_  
Amber Thompson, Secretary

Approved on: \_\_\_\_\_