

NOTICE AND AGENDA OF SPECIAL MEETING

GROUNDWATER SUSTAINABILITY AGENCY
FOR THE **WESTERN MANAGEMENT AREA**
IN THE SANTA YNEZ RIVER GROUNDWATER BASIN

WILL BE HELD

AT **10:00 A.M.**, WEDNESDAY, DECEMBER 8, 2021

TELECONFERENCE MEETING ONLY – NO PHYSICAL MEETING LOCATION

Remote participation available via ZOOM

You do NOT need to create a ZOOM account or login with email for meeting participation.

ZOOM.us - “Join a Meeting”

Meeting ID: 825 7637 4575 Meeting Passcode: 852564

DIRECT LINK: <https://us02web.zoom.us/j/82576374575?pwd=UVlxdmxGTFQvWjNLOFRuenIrWDMrdz09>

DIAL-IN NUMBER: 1-669-900-9128

PHONE MEETING ID: 825 7637 4575# Meeting Passcode: 852564#

If your device does not have a microphone or speakers, you can call in for audio with the phone number and Meeting ID listed above to listen and participate while viewing the live presentation online.

In the interest of clear reception and efficient administration of the meeting, all persons participating remotely are respectfully requested to mute their line after logging or dialing-in and at all times unless speaking.

Teleconference Meeting During Coronavirus (COVID-19) Pandemic: As a result of the COVID-19 pandemic, this meeting will be available via teleconference as recommended by Santa Barbara County Public Health, authorized by State Assembly Bill 361, and Resolution WMA-2021-001 (passed on 10/20/2021, reaffirmed 11/17/2021).

Important Notice Regarding Public Participation in Teleconference Meeting: Those who wish to provide public comment on an Agenda Item, or who otherwise are making a presentation to the GSA Committee, may participate in the meeting using the remote access referenced above. **Those wishing to submit written comments instead, please submit any and all comments and materials to the GSA via electronic mail at bbuelow@syrwcd.com.** All submittals of written comments must be received by the GSA no later than **Tuesday, December 7, 2021**, and should indicate **“December 8, 2021 GSA Meeting”** in the subject line. To the extent practicable, public comments and materials received in advance pursuant to this timeframe will be read into the public record during the meeting. Public comments and materials not read into the record will become part of the post-meeting materials available to the public and posted on the SGMA website.

AGENDA ON NEXT PAGE

GROUNDWATER SUSTAINABILITY AGENCY
FOR THE **WESTERN MANAGEMENT AREA**
IN THE SANTA YNEZ RIVER GROUNDWATER BASIN

WEDNESDAY, DECEMBER 8, 2021, 10:00 A.M.

AGENDA OF SPECIAL MEETING

- I. Call to Order and Roll Call
- II. Consider findings under Government Code section 54953(e)(3) to authorize continuing teleconference meetings under Resolution WMA-2021-001
- III. Additions or Deletions to the Agenda
- IV. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee’s jurisdiction. The total time for all public participation shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public item.) *Staff recommends any potential new agenda items based on issues raised be held for discussion under Agenda Item “WMA GSA Committee requests and comments” for items to be included on the next Agenda.*
- V. Review and consider approval of Resolution WMA-2021-002 authorizing the WMA GSA Chairperson to sign the Santa Ynez River Valley Groundwater Basin Coordination Agreement.
- VI. Update and discussion on Draft WMA GSP and Future Governance Options
- VII. Next planned “Special” WMA GSA Meeting to consider GSP adoption Wednesday, January 5, 2022, at 10:00 AM
- VIII. Next Regular WMA GSA Meeting will be February 23, 2022 at 10:00 A.M.
- IX. WMA GSA Committee requests and comments
- X. Adjournment

[This agenda was posted 72 hours prior to the scheduled special meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and <https://www.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. Notification 72 hours prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

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

RESOLUTION WMA-2021-001

RESOLUTION INITIALLY AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER AB 361

WHEREAS, meetings of the governing Committee (“Committee”) of the **Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin** (WMA GSA) are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the WMA GSA conduct its business;

WHEREAS, Government Code section 54953(e), added by Assembly Bill 361 (2021) (“AB361”), provides for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions and requirements; and

WHEREAS, the WMA GSA wishes to invoke the provisions of AB361 to authorize teleconference meetings subject to the provisions of Government Code section 54953(e);

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Findings. The Committee hereby finds as follows:

- (a) As provided by Government Code section 54953(e)(1), a proclaimed state of emergency exists under the California Emergency Services Act, as declared by the Governor on March 4, 2020.
- (b) As provided by Government Code section 54953(e)(1), the County of Santa Barbara Health Department has imposed or recommended measures to promote social distancing, specifically Santa Barbara County Health Order No. 2021-10.5 (see also Santa Barbara County Public Health Department Health Officials AB 361 Social Distance Recommendation issued September 28, 2021).

Section 2. Procedures for Teleconference Meetings. The WMA GSA shall hold meetings to allow for teleconference participation pursuant to the requirements of Government Code section 54953(e).

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

Section 4. Renewal. Pursuant to Government Code section 54953(e)(3), the WMA GSA may consider findings regarding the state of emergency every 30 days.

PASSED AND ADOPTED by the governing Committee of the WMA GSA on October 20, 2021 by the following roll call vote:

AYES: Jeremy Ball, Chris Brooks, Myron Heavin

NOES: None

ABSENT: Steve Jordan

ABSTAINED: None

ATTEST:

Chris Brooks, Chairman

A handwritten signature in blue ink, reading "William J. Buelow", written over a horizontal line.

William J. Buelow, Secretary

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

RESOLUTION WMA-2021-002

**RESOLUTION AUTHORIZING THE CHAIRPERSON TO SIGN THE SANTA YNEZ
RIVER VALLEY GROUNDWATER BASIN COORDINATION AGREEMENT**

WHEREAS, the Groundwater Sustainability Agency for the Western Management Area in the Santa Ynez River Valley Groundwater Basin (“GSA”), formed by Memorandum of Agreement dated January 11, 2017 (“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”);

WHEREAS, the GSA has prepared a Groundwater Sustainability Plan (“GSP”) for the Western Management Area;

WHEREAS, Water Code section 10727.6 requires each GSA to “coordinate with other agencies preparing a groundwater sustainability plan within the basin to ensure that the plans utilize the same data and methodologies”;

WHEREAS, Water Code section 10727(b)(3) requires that multiple GSPs implemented by multiple GSAs must be coordinated pursuant to a coordination agreement that covers the entire Basin;

WHEREAS, in February 2020, the individual member agencies of the three GSAs in the Basin executed that Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated February 26, 2020 (“Intra-Basin Agreement”);

WHEREAS, in the Intra-Basin Agreement, the member agencies of the Parties agreed to develop and execute a Coordination Agreement in accordance with Water Code sections 10727(b)(3), 10727.6, and 10733.4(b)(3), and California Code of Regulations, title 23, Section 357.4;

WHEREAS, a Coordination Agreement has been prepared in consultation with staff of the member agencies of all three GSAs in the Basin and presented to this GSA for approval; and

WHEREAS, the GSA finds that the Coordination Agreement complies with the requirements of the Sustainable Groundwater Management Act (“SGMA”).

NOW THEREFORE, the GSA hereby resolves as follows:

- 1) Each of the recitals above is true and correct and is incorporated herein by reference.
- 2) The GSA finds that that the Coordination Agreement complies with the requirements of SGMA.

- 3) The GSA hereby authorizes and instructs its Chairperson to execute the Coordination Agreement in substantially the form presented to the GSA, subject to such minor changes as are approved by the Chairperson.

PASSED AND ADOPTED by the governing Committee of the WMA GSA on December 08, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Chris Brooks, Chairman

William J. Buelow, Secretary

Santa Ynez River Valley Groundwater Basin Coordination Agreement

This Coordination Agreement (“Agreement”) is made by and between the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (“WMA GSA”), the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (“CMA GSA”), and the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”) pursuant to the Sustainable Groundwater Management Act (Water Code, div. 6, part 2.74) (“SGMA”). WMA GSA, CMA GSA, and EMA GSA are referred to herein collectively as the “Parties” and individually as a “Party” or a “GSA.” This Agreement shall be effective as of January 1, 2022 (“Effective Date”).

Recitals

A. WHEREAS, SGMA requires all groundwater basins designated as high or medium priority by the California Department of Water Resources (“DWR”) to be managed by one or more Groundwater Sustainability Agencies (“GSAs”) pursuant to one or more Groundwater Sustainability Plans (“GSPs”).

B. WHEREAS, the Santa Ynez River Valley Groundwater Basin (DWR Bulletin 118 Basin Number 3-015) (“Basin”) has been designated as a medium-priority basin by DWR.

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

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

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

F. WHEREAS, each Party is authorized to prepare and adopt a GSP under SGMA for a portion of the Basin, and pursuant to the WMA MOA, the CMA MOA, and the EMA MOA, each Party determined to prepare a separate GSP for its respective Management Area in the Basin.

G. WHEREAS, in February 2020, the individual member agencies of the Parties executed that Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin, dated February 26, 2020 (“Intra-Basin Agreement”).

H. WHEREAS, Water Code section 10727.6 requires each GSA to “coordinate with other agencies preparing a groundwater sustainability plan within the basin to ensure that the plans utilize the same data and methodologies.”

I. WHEREAS, Water Code section 10727(b)(3) requires that multiple GSPs implemented by multiple GSAs must be coordinated pursuant to a coordination agreement that covers the entire Basin.

J. WHEREAS, in the Intra-Basin Agreement, the member agencies of the Parties agreed to develop and execute this Agreement in accordance with Water Code sections 10727(b)(3), 10727.6, and 10733.4(b)(3), and California Code of Regulations, title 23, Section 357.4.

K. WHEREAS, throughout the process of developing the three GSPs for the Basin, numerous activities were undertaken within each Management Area and among the Management Areas and Parties pursuant to Water Code section 10727.6 to coordinate on a full range of topics relevant to SGMA, including, without limitation, the following:

1. Shared data and methodologies for the topics listed in Water Code section 10727.6
2. Description of geologic units in each Management Area
3. Description of principal aquifers and proposed management under SGMA
4. Methodology for assessing factors such as agricultural and municipal water demands, groundwater and surface water production, irrigation return flow, irrigation efficiencies, crop water use factors, mountain front recharge, stream infiltration, septic return flow, evapotranspiration, municipal water use (inside and outside), non-municipal domestic water use, and discharge from wastewater treatment plants, including manner of disposal
5. Groundwater model domain, layering, layer elevations and thicknesses, ground surface digital elevation model, and numerical model code
6. Precipitation and streamflow data including existing and discontinued gauges
7. Historical water level data
8. Deliveries and use of imported State Water Project (“SWP”) water
9. Deliveries and use of Cachuma Project water
10. Diversions and use of Santa Ynez River water
11. Phreatophyte water use
12. Parameters for each principal aquifer, including transmissivity, storativity, and porosity
13. Land use survey datasets and trends throughout the Basin
14. Groundwater flux between Management Areas and the adjacent groundwater basin

15. Base period for water budgets
16. Mountain front recharge
17. Geophysical investigations
18. Criteria for selection of monitoring networks and sustainable management criteria
19. Estimates of funding needs for implementation of the GSPs

L. WHEREAS, consultants for the Parties, including GSI Water Solutions, Inc., Stetson Engineers Inc., and Geosyntec Consultants, participated in at least 35 meetings to discuss the development and coordination of technical elements of the three GSPs for the Basin, in addition to numerous meetings of Citizens' Advisory Groups in each Management Area.

Agreement

Now, therefore, the Parties agree as follows:

Article 1. Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements, ensure that the multiple GSPs within the Basin have been prepared utilizing the same data and methodologies for designated assumptions, as required under Water Code section 10727.6 and California Code of Regulations, title 23, sections 350 et seq. ("SGMA Regulations"), and ensure that the elements of the GSPs are appropriately coordinated to support sustainable groundwater management throughout the Basin.

The Parties intend that this Agreement be a description of how the multiple GSPs, developed by the individual GSAs, are implemented together to satisfy the requirements of SGMA. Each Party will include this Agreement as part of its individual GSP.

Article 2. Plan Manager and Point of Contact – § 357.4(b)(1)

§2.1 Designation of Plan Manager

- (a) The Parties designate the current Groundwater Program Manager of the Santa Ynez River Water Conservation District ("SYRWCD") to serve as the Plan Manager for the GSAs, as defined in SGMA Regulations section 351(z). In the event (i) said Plan Manager ceases to be employed by SYRWCD, (ii) SYRWCD elects to discontinue said designation of Plan Manager, or (iii) any Party requests the designation of a new Plan Manager, the Parties shall consider the designation of a new Plan Manager.
- (b) The designation of a new Plan Manager requires unanimous agreement by the Parties. Any failure to obtain unanimous agreement shall be subject to the dispute resolution procedures set forth in this Agreement.

§2.2 Responsibilities of Plan Manager

- (a) The Plan Manager shall serve as the point of contact for DWR as specified in SGMA Regulations section 357.4(b)(1).

- (b) The Plan Manager shall submit or direct the submittal of all GSPs, GSP amendments, supporting information, monitoring data, other pertinent information, annual reports, and periodic evaluations to DWR as required by SGMA and the SGMA Regulations.
- (c) The Plan Manager has no authority to take any action on behalf of the GSAs or a particular GSA without the specific direction and authority of the GSAs or the particular GSA, respectively.

Article 3. Responsibilities and Procedures – § 357.4(b)(2)

§3.1 Responsibility of the Parties

The Parties shall work collaboratively to comply with SGMA, the SGMA Regulations, and this Agreement in the implementation of their GSPs. This Agreement does not otherwise affect each Party's responsibility to implement the terms of its respective GSP. Rather, this Agreement is a mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA and the SGMA Regulations.

§3.2 Procedure for Timely Exchange of Information

The Parties will continue to exchange information through collaboration and/or informal requests made among staff for the member agencies of the Parties. Nothing in this Agreement shall be construed to prohibit any Party from requesting or exchanging information with any other Party by any other informal or formal means.

§3.3 Procedure for Dispute Resolution

- (a) The Parties agree to mediate any claim or dispute arising under this Agreement or concerning a Party's compliance with the requirements of SGMA before filing any court action ("Dispute"). Any Party may elect not to mediate a Dispute, but if a Party commences a court action without first attempting to resolve the matter through mediation that Party will not be entitled to recover attorneys' fees or costs, even if such fees or costs would otherwise be available to that Party in any such action. A Party will satisfy the requirement for "first attempting to resolve the matter through mediation" by proceeding or otherwise participating in accordance with the entire process set forth in this article.
- (b) In the event of a Dispute, or where the Parties cannot reach agreement on any matter arising under this Agreement or concerning a Party's compliance with the requirements of SGMA, any Party may issue a Notice of Dispute to the other Parties that describes in detail the claim or disputed matter. Within twenty (20) calendar days from the date of the Notice of Dispute, at least one meeting shall be conducted among the Parties who choose to participate as a good faith attempt to resolve the Dispute informally ("Informal Dispute Resolution").
- (c) In the event the Dispute is not resolved through Informal Dispute Resolution within forty-five (45) calendar days from the date of the Notice of Dispute, the Party that issued the initial Notice of Dispute shall provide

a separate written notification to all Parties that participated in the Informal Dispute Resolution process which identifies three mediator candidates, each of whom must be an attorney, engineer, or hydrogeologist experienced and familiar with SGMA, to mediate the Dispute (“Formal Dispute Resolution”). All mediator candidates must be unbiased neutrals who are not participants in any of the GSAs in the Basin and who are not officials, officers, employees, contractors, consultants, or agents of any of the Parties to this Agreement or a Parties’ member agencies. Within ten (10) days of receiving a written notification initiating Formal Dispute Resolution, all Parties that elect to participate in such Formal Dispute Resolution may provide a written response consenting to one or more of the mediator candidates or identifying up to three additional qualified neutral mediator candidates. Thereafter, if a mediator is not mutually agreed upon by said participating Parties from the combined list within fifteen (15) calendar days, each Party will submit two potential mediators that they would approve and a mediator will be picked by a non-Party through random selection from the Parties' combined lists of remaining mediators. Once initiated, the Formal Dispute Resolution will conclude within forty-five (45) calendar days.

- (d) Mediation fees, if any, will be equally divided among the Parties that elect to participate in a mediation. Each Party involved in the mediation will be responsible for its own attorneys’ fees and costs.
- (e) This article shall not preclude any Party from meeting and conferring with any other Party or Parties to mutually resolve a Dispute prior to requesting or participating in the mediation processes described in this article. This article shall not preclude any Party from seeking a preliminary injunction or other interlocutory relief if necessary to avoid irreparable harm or damages.
- (f) For purposes of this article, the Parties agree that up to two (2) representatives from each member agency of each Party may participate in any meetings or discussions related to Informal Dispute Resolution or Formal Dispute Resolution processes.
- (g) If the Parties to this Agreement enter into any agreement for the joint exercise of powers or amendment to the Inter-Basin Agreement, they may provide in such agreement or amendment for dispute resolution procedures that may replace, revise, or supplement the procedures in this article.

Article 4. Groundwater Level Data and Monitoring Network – § 357.4(b)(3)(A)

§4.1 Coordinated Monitoring Networks

The Parties have developed coordinated monitoring networks in accordance with SGMA Regulations sections 354.32 through 354.40. The monitoring networks comprise wells included in the California Statewide Groundwater Elevation Monitoring (“CASGEM”) Program and other existing monitoring networks maintained by federal, state, and local agencies. Wells were selected

based on their adequacy under DWR’s regulations and Best Management Practices. A map of the combined network, as well as a table of the included wells, is attached hereto as Appendix 1. A Party may add or remove wells from the monitoring network in its respective GSP by providing written notice to the other Parties and to the Plan Manager. The coordinated monitoring networks are intended to accomplish the following objectives:

- (a) demonstrate progress toward achieving measurable objectives described in the respective GSPs;
- (b) monitor potential impacts to beneficial uses and users of groundwater in the Basin;
- (c) monitor changes in groundwater conditions relative to measurable objectives and minimum thresholds described in the respective GSPs; and
- (d) monitor and quantify annual changes in water budget components.

§4.2 Groundwater Elevation Data

Groundwater elevation data to be used for the purposes of estimating changes in groundwater storage, evaluating sustainable management criteria, preparing annual reports, and measuring groundwater sustainability will be collected via the coordinated monitoring networks described in article 4.1 above and Appendix 1 to this Agreement.

Article 5. Coordinated Water Budgets – § 357.4(b)(3)(B)

§5.1 Coordinated Budgets

In accordance with SGMA Regulations section 354.18, the Parties have prepared coordinated water budgets for the Basin, relying on common assumptions and sources of data. The historical water budget in each GSP uses data from water years 1982-2018. The current water budget in each GSP uses data from water years 2011-2018. The projected water budget in each GSP analyzes conditions for water years 2018-2072.

§5.2 Groundwater Extraction Data

Groundwater extractions within the boundaries of the SYRWCD are subject to reporting requirements imposed by SYRWCD under the Water Conservation District Act (Wat. Code, §§ 74000, *et seq.*). The water budgets utilize those reported numbers within those boundaries. For lands outside the boundaries of SYRWCD, the water budgets estimate extractions by calculating crop evapotranspiration for particular land uses, relying on the same crop duty factors used by the SYRWCD. In addition, for small public water systems (pumping outside of SYRWCD), reported pumping data was utilized from the California Drinking Water Information Clearinghouse (“DRINC”). All Management Areas currently have plans to require well metering, or an alternative approved method, to increase the accuracy of reported groundwater extraction data.

§5.3 Surface Water Supply

The water budgets utilize streamflow gages for the Santa Ynez River and certain tributaries maintained by the United States Geological Survey. For data regarding the Cachuma Project (including releases from Bradbury Dam), the water budgets use data from the United States Bureau

of Reclamation. For data regarding State Water Project deliveries, the water budgets use data from the Central Coast Water Authority (“CCWA”).

§5.4 Total Water Use

Total water use in the water budgets is calculated using assumptions based on historical estimates provided in Stetson Engineers (1992) *Santa Ynez River Water Conservation District, Water Resources Management Planning Process, Phase I: Baseline Data and Background Information* and groundwater extraction data reported to the SYRWCD. In addition, surface water use for State Water Project and Cachuma Project deliveries are based on records from the CCWA and Reclamation, respectively.

§5.5 Change in Groundwater Storage

The water budgets calculate change in groundwater storage using the data described in this article. For deep percolation of precipitation, the water budgets use the United States Geological Survey’s Basin Characterization Model (May 2017; Retrieved October 2020). For subsurface inflows and outflows, modeling was coordinated between the GSAs and the flows across Management Area boundaries are consistently accounted for across the water budgets. Change of groundwater in storage in each Management Area is calculated by 1) developing water level elevation contour maps using representative wells for each reporting period, 2) computing a change in elevation between reporting periods, 3) computing the volume of aquifer this represents, and 4) multiplying a storage coefficient value by the aquifer volume to compute the volumetric change in storage (positive or negative relative to the previous reporting period).

Article 6. Sustainable Yield and Undesirable Results – § 357.4(b)(3)(C)

§6.1 Determination of Sustainable Yield

Sustainable yield is defined in SGMA as “the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus that can be withdrawn annually from a groundwater supply without causing an undesirable result.” As further set forth in the GSPs, each Party has estimated the sustainable yield of its respective Management Area in the Basin by using a calculated water budget and related adjustments based on particular circumstances in each Management Area that may create undesirable results as defined by SGMA and established by the respective GSAs in the Basin.

§6.2 Estimate of Sustainable Yield

The respective GSPs estimate the sustainable yield of the Basin to be 42,070 acre-feet per year (AFY), with 12,870 AFY in the EMA, 2,800 AFY in the CMA, and 26,400 AFY in the WMA. This estimate is subject to future revision based on changes in conditions and additional data regarding water budget components and the potential for undesirable results in the respective Management Areas.

Article 7. Process for Submissions to DWR – § 357.4(d)

§7.1 GSP and Coordination Agreement Submission

The Parties shall submit their respective GSPs to DWR through the Plan Manager in accordance with SGMA and the SGMA Regulations. In accordance with SGMA Regulations section 357.4(c), the Parties intend that adherence to the provisions and procedures set forth in

articles 1 through 7 of this Agreement, along with adherence to the provisions and procedures of the Intra-Basin Agreement and the respective GSPs, will provide the necessary platform and mechanisms to ensure that the GSPs, implemented together, will satisfy the requirements of SGMA (including but not limited to Water Code sections 10727.2, 10727.4, and 10727.6) and ensure sustainable groundwater management for the entire Basin.

§7.2 Periodic Evaluations and Plan Amendments

The periodic evaluations required by SGMA Regulations section 356.4, as well as any amendments to any GSP, shall be submitted to DWR through the Plan Manager. A Party intending to amend its GSP shall endeavor in good faith to provide the other Parties with as much advance notice of such activity as practically possible, but in any event no less than what SGMA and the SGMA Regulations require for public notice.

§7.3 Monitoring Data

As provided by SGMA Regulations section 354.40, the Plan Manager shall submit monitoring data on forms provided or approved by DWR and included in the Annual Reports.

§7.4 Annual Reports

Each Party, for its respective GSP, shall endeavor to provide the data and information required by SGMA Regulations section 356.2 to the Plan Manager by January 31 of the year in which an Annual Report is due. Draft annual reports shall be provided by the Plan Manager to the Parties for approval, and the final reports shall be submitted to DWR by the Plan Manager after final approval by the Parties.

Article 8. Coordinated Data Management Systems – § 357.4(e)

The Parties have developed two separate Data Management Systems, one for the EMA and the other for the CMA and WMA, that are capable of storing and reporting information relevant to the development and implementation of the respective GSPs, including Basin monitoring. The Parties will coordinate with the Plan Manager to ensure that these systems collect, store, and report the data necessary for implementation of the GSPs and reporting to DWR.

Article 9. Adjudicated Areas and Adopted Alternatives - § 357.4(f)

As of the Effective Date of this Agreement, no portions of the Basin have been adjudicated or have submitted an alternative to a GSP for DWR approval pursuant to Water Code section 10733.6.

Article 10. Duration, Modification, and Termination

§10.1 Duration of Agreement

This term of this Agreement shall begin on the Effective Date and continue until modified or terminated as provided for in this article.

§10.2 Review and Modification

This Agreement shall be reviewed by the Parties as part of each five-year assessment of the GSPs and may be supplemented, amended, or modified only by the unanimous written agreement of the Parties.

§10.3 Adding Parties

By unanimous written agreement of the existing Parties, a new or additional GSA or GSAs may be added to this Agreement if such entity or entities will submit a GSP within the Basin.

§10.4 Termination/Withdrawal

This Agreement may be terminated by the unanimous written approval of the Parties. Upon thirty (30) calendar days written notice to the other Parties, any Party may withdraw from this Agreement, and the Agreement shall remain in effect for the remaining Parties.

Article 11. Groundwater Rights

The Parties agree that nothing in this Agreement represents or should be construed as the determination of any claim or assertion of a groundwater right; specifically, the Parties agree that the coordinated water budget information or data does not amount to an allocation, or otherwise represent a determination, validation, or denial of any claimed or asserted groundwater right.

Article 12. General Provisions

§12.1 Entire Agreement

This Agreement incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto; provided, however, this Agreement does not amend or modify the WMA MOA, the CMA MOA, the EMA MOA, or the Intra-Basin Agreement, as those documents may be amended or supplemented. The Recitals set forth above are hereby incorporated into this Agreement.

§12.2 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

§12.3 Notices

Any formal notice required or other formal communication given under the terms of this Agreement will be in writing to all of the Parties and will be given personally, by electronic mail (email), by certified mail (postage prepaid and return receipt requested), or by express courier (with confirmation of receipt). The date of receipt of any written notice provided hereunder will be the date of actual personal service, email, or courier service, or three days after the postmark on certified mail.

§12.4 Counsel

The Parties recognize that as of the Effective Date, independent legal counsel has not been retained to represent any of the three Parties. The Parties agree that the participation of counsel for any individual member agency of a Party in matters related to this Agreement will not be construed to create an attorney-client relationship or a duty of loyalty between the attorney and any Party, and no such relationship will be deemed to arise by implication as a result of this Agreement. The provisions of this article will not be affected in the event that any or all of the Parties determine(s) to retain independent legal counsel.

Date: _____

Western Management Area GSA

By:

Its: Chairperson

Date: _____

Central Management Area GSA

By:

Its: Chairperson

Date: _____

Eastern Management Area GSA

By:

Its: Chairperson

DRAFT