

NOTICE AND AGENDA OF REGULAR MEETING

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

REGULAR MEETING WILL BE HELD
AT 10:00 A.M., MONDAY, AUGUST 22, 2022

Remote participation available via ZOOM

Pursuant to AB361, Directors may participate in this meeting via teleconference.
The public can only participate via teleconference. There will be no public meeting location.

To access the meeting via telephone, please dial: 1-669-900-6833
And/or via the Web at: <http://join.zoom.us>

“Join a Meeting” - Meeting ID: 871 0667 6039 - Meeting Passcode: 164639

- You do NOT need to create a ZOOM account or login with email for meeting participation.
- 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.
- 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 remain muted at all times unless speaking.

Video/Teleconference Meeting During Coronavirus (COVID-19) State of Emergency: As a result of the COVID-19 pandemic, this meeting will be available via video/teleconference as recommended by Santa Barbara County Public Health and authorized by Government Code section 54953(e) (State Assembly Bill 361).

Important Notice Regarding Public Participation in Video/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 **Friday, August 19, 2022**, and should indicate **“August 22, 2022 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 OF REGULAR 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 CMA-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 “CMA GSA Committee requests and comments” for items to be included on the next Agenda.*

- V. Review and consider approval of meeting minutes of May 23, and August 2, 2022
- VI. Review and consider approval of Financial Statements and Warrant List
- VII. Biennial Review of CMA GSA Conflict of Interest Code
- VIII. Consider Approval of Final Documents for providing CMA GSA written verification of new well permits under Executive Order N-7-22
 - a) Comments from CMA Citizen Advisory Group
 - b) CMA Process and Criteria for Administering Written Verifications Per EO N-7-22
 - c) Indemnification Agreement
 - d) Reimbursement Agreement
 - e) Well-Permit Acknowledgement
- IX. Consider Resolution CMA-2022-002 Establishing Fee and Deposit for CMA GSA Well Verification as Required by Executive Order N-7-22 (Under Water Code Section 10730)
- X. Consider SYRWCD and City of Buellton develop contract with GSI Water Solutions to Evaluate Verification Requests
- XI. Update on Governance for CMA
 - a) Received correspondence from Santa Ynez Water Group
- XII. Consider Setting Regular Monthly CMA GSA Meetings Through End of 2022
- XIII. Next Regular CMA GSA Meeting, Monday, September 26, 2022 at 10:00 A.M.
- XIV. CMA GSA Committee requests and comments
- XV. 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 24 hours prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

MEETING MINUTES

Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Groundwater Basin May 23, 2022

A regular meeting of the Groundwater Sustainability Agency (GSA) for the Central Management Area (CMA) in the Santa Ynez River Groundwater Basin was held on Monday, May 23, 2022, at 10:00 a.m. As a result of the COVID-19 emergency, this meeting occurred solely via teleconference as recommended by Santa Barbara County Public Health, as authorized by State Assembly Bill 361, and Resolution CMA-2021-001 (passed 10/20/2021, reaffirmed 3/21/2022).

CMA GSA Directors Present: Art Hibbits, John Sanchez (Acting Alternate),
Ed Andrisek (attended as non-voting)

CMA GSA Alternate Director Present: Cynthia Allen

Member Agency Staff Present: Bill Buelow, Marliez Diaz, Rose Hess, and Amber Thompson

Others Present: Doug Circle, Len Fleckenstein, Paeter Garcia, Curtis Lawler (Stetson Engineers), Miles McCammon (Stetson Engineers), and Brett Stroud

I. Call to Order and Roll Call

CMA GSA Vice Chair Art Hibbits fulfilled the roll of Chair, at the request of Director Andrisek, called the meeting to order at 10:00 a.m. and asked Mr. Buelow to call roll. One CMA GSA Director and one Acting Alternate Director were present providing a quorum. GSA Director Ed Andrisek joined the meeting only as an attendee with no voting and one Alternate Director was also present.

II. Consider findings under Government Code section 54953(e)(3) to authorize continuing teleconference meetings under Resolution CMA-2021-001

Mr. Buelow explained that the reasonings for State Assembly Bill 361 and adoption of Resolution CMA-2021-001, passed on October 20, 2021, and reaffirmed on January 3, 2022, which authorized teleconference public meetings were still in effect. Discussion followed.

GSA Acting Alternate Director John Sanchez made a MOTION to authorize continuing teleconference meetings under Resolution CMA-2021-001. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

III. Additions or Deletions to the Agenda

No additions or deletions were made.

IV. Public Comment

There was no public comment.

V. Review and consider approval of meeting minutes of February 28 and March 21, 2022

The minutes of the GSA Committee meetings on February 28 and March 21, 2022, were presented for GSA Committee approval. There was no discussion.

GSA Acting Alternate Director John Sanchez made a MOTION to approve the minutes of February 28 and March 21, 2022, as presented. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

VI. Review and consider approval of Financial Statements and Warrant List

The GSA Committee reviewed the financial reports of FY 2021-22 Periods 7 through 9 (through March 31, 2022) and the Warrant Lists for January, February, and March 2022. There was no discussion.

GSA Acting Alternate Director John Sanchez made a MOTION to approve the financial reports and the January, February, and March 2022 Warrant Lists (Nos. 1048-1052) totaling \$34,408.86, as presented. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

VII. Update on Executive Order N-7-22

Mr. Buelow explained Executive Order N-7-22 and the requirements of the GSA listed in Section 9a. He advised that member agencies staff have begun working on a process and documentation to address the requirements. Discussion followed and public comments were received.

Committee Directors, by consensus, requested member agencies staff work on developing the acknowledgement process and draft documents to address the requirements.

VIII. Update on Santa Ynez River Valley Groundwater Basin Well Metering Program

Mr. Buelow and Ms. Diaz provided an update on member agencies staff efforts to develop a Well Metering Program. There was no discussion and no public comments. No action was taken.

IX. Update on future governance/JPA/interim cost sharing and long-term funding for CMA expenses

Mr. Buelow provided an update on member agencies staff efforts toward future governance, JPA, interim cost sharing and long-term funding for CMA expenses.

To assist in moving forward on Groundwater Sustainability Plan (GSP) implementation, Mr. Buelow asked Directors to consider approval of an on-call contract for Stetson Engineering for GSP implementation projects, such as working with the USGS on a surface water monitoring program. The of scope of work would be fairly broad but limited for Stetson Engineers to assist the CMA GSA on GSP implementation with an estimated cost of \$5,000 to \$10,000, said funds currently exist in the CMA GSA bank account. Discussion followed.

GSA Acting Alternate Director John Sanchez made a MOTION to authorize staff to issue a new task order to Stetson Engineers, not-to-exceed \$10,000, for ongoing technical support for GSP implementation in the CMA and allowed Mr. Buelow discretion on spending funds. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

X. Update on change of GSA Financial Institution

Mr. Buelow and Ms. Thompson provided an update on the CMA GSA banking account of which some funds had been moved to a new bank. Discussion followed. No action was taken.

XI. Next Regular CMA GSA Meeting, Monday, August 22, 2022, at 10:00 A.M.

Mr. Buelow announced the next regular CMA GSA meeting will be Monday, August 22, 2022, at 10:00 a.m., either in person at the Buellton City Council Chambers or via remote participation. The details will be determined closer to the meeting date based on continuing health concerns presented by the COVID-19 pandemic.

XII. CMA GSA Committee requests and comments

There were no requests or comments.

XIII. Adjournment

GSA Director Art Hibbits adjourned the meeting at 11:22 a.m. GSA Acting Alternate Director John Sanchez seconded the motion.

Art Hibbits, Vice-Chairman

William J. Buelow, Secretary

MEETING MINUTES

Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Groundwater Basin August 2, 2022

A special meeting of the Groundwater Sustainability Agency (GSA) for the Central Management Area (CMA) in the Santa Ynez River Groundwater Basin was held on Tuesday, August 2, 2022, at 2:00 p.m. As a result of the COVID-19 emergency, this meeting occurred solely via video/teleconference as recommended by Santa Barbara County Public Health, as authorized by State Assembly Bill 361, and Resolution CMA-2021-001 (passed on 10/20/2021, reaffirmed 3/21/2022).

CMA GSA Committee Directors Present: Art Hibbits, John Sanchez (Acting Alternate), and Meighan Dietenhofer (Acting Alternate)

CMA GSA Committee Alternate Directors Present: Cynthia Allen

Member Agency Staff Present: Bill Buelow, Marliez Diaz, Rose Hess, Amber Thompson, and Matt Young

Others Present: Jeff Barry (GSI Water Solutions), Doug Circle, Paeter Garcia, Larry Lahr, Deby Laranjo, Tim Nicely (GSI Water Solutions),

I. Call to Order and Roll Call

CMA GSA Vice Chair Art Hibbits called the meeting to order at 2:05 p.m. and asked Mr. Buelow to call roll. One GSA Director and one GSA Acting Alternate Director were present providing a quorum. In addition, one non-voting GSA Acting Alternate Director and one GSA Alternate Director were also present.

Ms. Rose Hess, City of Buellton, reported that Council Member Ed Andrisek retired from his position on the Buellton City Council in July 2022. The appointed alternate for the CMA GSA Committee, Council Member John Sanchez, will represent the City of Buellton, at least through December 2022. No new alternate was appointed.

II. Consider findings under Government Code section 54953(e)(3) to authorize continuing teleconference meetings under Resolution CMA-2021-001

Mr. Buelow explained that the reasonings for State Assembly Bill 361 and adoption of Resolution CMA-2021-001, passed on October 20, 2021, and reaffirmed on March 21, 2022, which authorized teleconference public meetings were still in effect. There was no discussion.

GSA Acting Alternate Director John Sanchez made a MOTION to authorize continuing teleconference meetings under Resolution CMA-2021-001. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

III. Additions or Deletions to the Agenda

No additions or deletions were made.

IV. Public Comment

There was no public comment. Mr. Buelow announced he did not receive any public comments in advance of the meeting.

V. Discuss and Consider Appointment of CMA GSA Chair and Vice Chair

The committee and staff discussed. GSA Acting Alternate Director John Sanchez made a MOTION appointing Art Hibbits as Chair and John Sanchez as the Vice Chair of the CMA GSA. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

VI. Receive, and Discuss and Consider Approval of Draft Documents for providing CMA GSA verification of new well permits under Executive Order Number 7-22

Mr. Buelow introduced four draft documents created to provide CMA GSA written verification for new well permits as required by Executive Order Number 7-22 and scope of work proposal received from GSI Water Solutions. He explained that the CMA GSA draft documents were created by using the documents originally created by EMA GSA member agencies staff and attorney group and approved by the EMA GSA Committee as an EMA GSA response to Executive Order Number 7-22. Ms. Diaz and Mr. Young from the Santa Barbara County Water Agency as well as Mr. Barry and Mr. Nicely from GSI Water Solutions were involved in the creation of the original draft documents.

a. Draft CMA Process and Criteria for Administering Written Verifications Per EO N-7-22

Mr. Buelow reviewed and explained the draft CMA “Process and Criteria for Administering Written Verifications per Executive Order N-7-22”. Discussion followed. No public comments were received.

b. Draft Indemnification Agreement

Mr. Buelow reviewed and explained the draft Written Verification Indemnification Agreement and has been reviewed by legal counsels for the CMA GSA member agencies. There was no discussion. No public comments were received.

c. Draft Reimbursement Agreement

Mr. Buelow reviewed and explained the draft Deposit/Reimbursement Agreement. Initial deposit proposed was \$1,200 total for 6 hours at \$200 per hour blended rate. He reported that prior to the CMA GSA setting a fee, a Proposition 26 compliant fee hearing is required. There was no discussion. No public comments were received.

d. Draft Well-Permit Acknowledgement

Mr. Buelow reviewed and explained the draft Acknowledgement Form Request for Written Verification under Executive Order N-7-22. There was no discussion. No public comments were received.

Mr. Buelow recommended the CMA CAG review the draft documents and requested direction from the CMA GSA Committee. Discussion followed. No public comments were received. The CMA GSA Directors unanimously agreed and directed staff have a meeting for the CMA CAG to review the draft documents and provide comments.

e. Draft GSI Scope of Work

Mr. Jeff Barry reviewed and explained the Scope of Work proposal, dated July 28, 2022, from GSI Water Solutions. Mr. Buelow added that GSI Water Solutions provided a similar proposal for the EMA GSA, is familiar with the CMA Groundwater Sustainability Plan (GSP) as they worked closely with Stetson Engineers on the coordination efforts for the CMA, EMA, and WMA GSPs, and is developing a team to process well verifications with a limited budget and scope of work. Discussion followed. No public comments were received.

VII. Update on Publication of Notice Under Government Code Section 6066 and Water Code Section 10730 of Intent to Adopt Fee for Compliance with Executive Order Number 7-22

Mr. Buelow presented a draft legal notice and reported that the required legal notices announcing the August 22, 2022 CMA GSA Committee meeting for the CMA GSA Committee to consider imposing a fee can be published in the August 8 and August 15, 2022 editions of the Santa Barbara News Press at a cost of approximately \$100. Discussion followed. No public comments were received.

GSA Acting Alternate Director John Sanchez made a MOTION to authorize spending up to \$100 and submit the legal notice as presented in the Santa Barbara News Press. GSA Director Art Hibbits seconded the motion and it passed unanimously by roll call vote.

VIII. Next Regular CMA GSA Meeting, Monday, August 22, 2022, at 10:00 a.m.

Mr. Buelow announced the next regular CMA GSA meeting will be Monday, August 22, 2022 at 10:00 a.m., most likely via Zoom. The details will be determined closer to the meeting date based on continuing health concerns presented by the COVID-19 pandemic.

IX. CMA GSA Committee requests and comments

GSA Acting Alternate Director John Sanchez asked the farmers in attendance for any additional comments on the presented draft documents. Public comments were received.

GSA Director Art Hibbits stressed the CMA goal should be to work with the EMA and WMA for simple and cost-effective way to comply with the Executive Order.

GSA Acting Alternate Director John Sanchez requested that the process created be completed fast and process be made easy for participants.

X. Adjournment

GSA Committee Chair Art Hibbits adjourned the meeting at 3:28 p.m.

Art Hibbits, Chairman

William J. Buelow, Secretary

SYRWCD CMA
BALANCE SHEET
JUNE 30, 2022

Assets

Current Assets

Five Star Checking #5943 \$32,373.47

TOTAL Current Assets 32,373.47

TOTAL Assets \$32,373.47

Liabilities AND Equity

TOTAL Liabilities .00

Net Position

Retained Earnings 148,763.63
Retained Earnings-Current Year (116,390.16)

TOTAL Net Position 32,373.47

TOTAL Liabilities AND Equity \$32,373.47

SYRWCD CMA
INCOME STATEMENT
FOR THE 12 PERIODS ENDED JUNE 30, 2022

	QUARTER TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
Revenue:				
Revenue				
Operating Assessments	\$10,445.00	99.6 %	52,845.00	99.9
Interest Income	38.81	.4	38.81	.1
TOTAL Revenue	10,483.81	100.0	52,883.81	100.0
TOTAL Revenue	10,483.81	100.0	52,883.81	100.0
Gross Profit	10,483.81	100.0	52,883.81	100.0
Expenses:				
Operating Expenses				
Outside Staff Support	150.00	1.4	600.00	1.1
Public Relations	7.05	.1	407.32	.8
TOTAL Operating Expenses	157.05	1.5	1,007.32	1.9
Consultants				
Stakeholder Engagement	.00	.0	7,633.50	14.4
GSP - DMS	.00	.0	59.00	.1
GSP - HCM	.00	.0	2,089.50	4.0
GSP - Water Budget, GW Models	.00	.0	5,321.75	10.1
GSP - Monitor/Measure	.00	.0	3,406.25	6.4
GSP - Sustainable Mgt Criteria	.00	.0	8,995.50	17.0
GSP - Projects/Mgt Actions	.00	.0	13,015.25	24.6
GSP - GSP Doc	.00	.0	71,390.43	135.0
GSP-AEM Survey	409.75	3.9	32,734.25	61.9
Annual Report	20,377.72	194.4	23,621.22	44.7
TOTAL Consultants	20,787.47	198.3	168,266.65	318.2
TOTAL Expenses	20,944.52	199.8	169,273.97	320.1
Net Income from Operations	(10,460.71)	(99.8)	(116,390.16)	(220.1)
Earnings before Income Tax	(10,460.71)	(99.8)	(116,390.16)	(220.1)
Net Income (Loss)	\$(10,460.71)	(99.8) %	(116,390.16)	(220.1)

**GROUNDWATER SUSTAINABILITY AGENCY FOR THE
CENTRAL MANAGEMENT AREA (CMA)
IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN**

APRIL 2022 WARRANT LIST FOR COMMITTEE APPROVAL

(Paid through Mechanics Bank)

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1053	04/13/22	Stetson Engineers	February 2022 Engineering Service (Annual Report)	\$ 10,680.50
1054	04/13/22	Santa Ynez River Water Conservation District	Transfer of CMA GSA funds at Mechanics Bank (#5472) to CMA GSA checking account at Five Star Bank (#5943)	\$ 30,000.00
MONTH TOTAL				\$ 40,680.50

MAY 2022 WARRANT LIST FOR COMMITTEE APPROVAL

(Paid through Five Star Bank)

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2000	05/13/22	Stetson Engineers	March 2022 Engineering Service (AEM work & Annual Report)	\$ 8,654.72
2001	05/13/22	Santa Ynez River Water Conservation District	Reimburse costs for SantaYnezWater.org website domain paid by SYRWCD 3/29/2022 (\$21.17 split 1/3 per GSA)	\$ 7.05
MONTH TOTAL				\$ 8,661.77

JUNE 2022 WARRANT LIST FOR COMMITTEE APPROVAL

(Paid through Five Star Bank)

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2002	06/14/22	Stetson Engineers	April 2022 Engineering Service (Annual Report & AEM Survey Work)	\$ 2,363.75
2003	06/17/22	Valley Bookkeeping	2022 2nd Quarter Bookkeeping (April, May, June 2022)	\$ 150.00
Month Subtotal - Five Star Bank				\$ 2,513.75

(Paid through Mechanics Bank)

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1055	06/14/22	Santa Ynez River Water Conservation District	Transfer of CMA GSA funds at Mechanics Bank (#5472) to CMA GSA checking account at Five Star Bank (#5943). Mechanics Bank Account #5472 CLOSED.	\$ 6,950.18
Month Subtotal - Mechanics Bank				\$ 6,950.18
MONTH TOTAL				\$ 9,463.93

TOTAL CHECKS THIS QUARTER: \$ 58,806.20

Transfers of funds from Mechanics Bank to Five Star Bank: \$ 36,950.18

Total Accounts Payable This Quarter: \$ 21,856.02

2022 Local Agency Biennial Notice

Name of Agency: Groundwater Sustainability Agency for the Central Management Area
in the Santa Ynez River Groundwater Basin

Mailing Address: _____

Department Head or Director

Contact Person

Name: _____

Name: _____

Phone No: _____

Phone No: _____

Email: _____

Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its Conflict of Interest Code and has determined that *(Check one box)*:

No amendment is required.

The following amendments are required:

(Check all that apply.)

- Add new positions (including consultants) that must be designated.
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- Revise based on updates to disclosure categories
- Revise the titles of existing positions.
- Other *(describe)* _____

By signing below, you are attesting to the following:

To the best of my knowledge, the agency's code accurately designates all positions that make or participate in the making of the governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

I have reviewed the Conflict of Interest Code requirements against the positions within my department and as indicated above, I have either determined the revised Conflict of Interest Code attached meets the filing requirements and I authorize the changes or that no amendment is required.

Signature of Department Head or Director

Date

The code is currently under review by the code reviewing body.

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than October 3, 2022 to the following address:

Santa Barbara County
Clerk of the Board of Supervisors
Attn: Chelsea Lenzi
105 E. Anapamu St., Room 407
Santa Barbara, CA 93101

**GROUNDWATER SUSTAINABILITY AGENCY FOR THE
CENTRAL MANAGEMENT AREA IN THE SANTA YNEZ RIVER
GROUNDWATER BASIN
CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez River Groundwater Basin (CMA).

Designated employees may file their statements online which will be submitted to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Gov. Code Section 81008).

Designated employees who file using a paper Form 700 shall file with the CMA. Upon receipt of the statement filed by a designated employee other than General Counsel and Consultants, a copy shall be retained with the CMA and the original shall be forwarded to the County Clerk, Recorder and Assessor. Statements filed by the General Counsel and Consultants shall be retained by the CMA. Paper statements will be made available for public inspection and reproduction (Gov. Code Section 81008).

**APPENDIX
DESIGNATED POSITIONS AND
DISCLOSURE CATEGORIES**

I. <u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Directors	1, 2, 3
Secretary/Treasurer	1, 2, 3
Groundwater Sustainability Agency Coordinator	1, 2, 3
Groundwater Sustainability Agency Staff	1, 2, 3
General Counsel	1, 2, 3
Consultants/New Positions	*

*Consultants/New positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Groundwater Sustainability Agency (GSA) Coordinator may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The GSA Coordinator’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Section 81008).

Note: The position of General Counsel is filled by outside consultants who serve in a staff capacity.

II. Disclosure Categories:

Category 1

A designated employee in this category must report all investments and business positions in business entities and sources of income, including receipt of gifts, loans, and travel payments, from any source that provides leased facilities, services, supplies, materials or equipment of the type utilized by the CMA.

Category 2

A designated employee in this category must report all interests in real property located in whole or in part within the boundaries of the CMA or within two miles of the CMA boundaries, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 3

A designated employee in this category must report all investments and business positions in business entities, and sources of income, including receipt of gifts, loans, and travel payments, from entities that have filed a claim, or have a claim pending against the CMA.

**CENTRAL MANAGMENT AREA
CITIZEN ADVISORY GROUP
MEMORANDUM**

DATE: August 12, 2022

TO: CMA GSA Committee

FROM: CMA Citizen Advisory Group
(representative Larry Lahr)

SUBJECT: Review of Documents to comply with Executive Order N-7-22

Attendees

CMA CAG Members in attendance: Sharyne Merritt, Cindy Douglas, Len Fleckenstein; Sean Diggins, and Larry Lahr

Staff in attendance: Bill Buelow (SYRWCD), Marliez Diaz and Matt Young (County Water Agency)

Purpose

The CMA GSA Committee requested staff for the GSA agencies to coordinate meetings of the CMA CAG. Through a coordinated effort, the CAG held a meeting via teleconference. The meeting was held on August 12, 2022. The purpose of the meetings was for the CMA CAG (CAG) to discuss draft documents to comply with Executive Order N-7-22.

Review of Proposed Documents

The CAG was presented prior to the meeting the following proposed documents to review:

1. Draft CMA Process and Criteria for Administering Written Verifications Per EO N-7-22
2. Draft Indemnification Agreement
3. Draft Reimbursement Agreement
4. Draft Well-Permit Acknowledgement
5. Draft GSI Scope of Work

Each member of the CAG was given the opportunity to ask questions or make comments. Below is a summary of the comments and discussion.

The discussion by the CAG centered primarily on the Draft Process Criteria for Administering Written Verification document. The CAG's main discussion points on this document were as follows:

- A member of the CAG asked the role of the GSA in the issuance of the permit by the County EHS. Discussion followed.
- The CAG discussed what constituted an expedited turn around by the GSA. Also, a member of the CAG indicated that there was not a lot of guidance provided about what constitutes a well that qualifies for expedited review. Also, more clarification is needed about who is doing what. A draft process diagram was discussed.
 - The CAG discussed that surface water wells are exempt from the process and will not require a written verification from the GSA. These wells undergo an expedited review by the GSA.
 - The CAG also discussed that municipal wells are exempt from the process and do not require a written verification from the GSA.
 - The CAG discussed that domestic wells that are proposed to produce less than 2 ac/yr are exempt from the GSA process.
 - The CAG and Staff discussed that the GSA could delegate the determination of a proposed well to staff if the proposed well was a like-kind replacement well or surface water well, but all new well production would ultimately require the approval of the GSA itself.
- A member of the CAG asked about what the GSA will do if the Executive Order changes or is rescinded. The CAG was briefed by staff that the executive order is expected to be codified by the state legislature soon.
- The CAG discussed the proposed fee to be imposed by the GSA to the applicants. The proposed fee is \$200/hour with a deposit of \$1,200. The CAG felt this fee was fair and reasonable.
- The CAG had questions regarding what constituted a replacement well versus a new well. Staff responded and there was further discussion.
- A CAG member asked if an alternation to a well is the same as a modification. County staff briefed the CAG on the EHS process. There was some discussion regarding what constituted a well repair (which requires no permit from EHS) versus a well enhancement (which does require a permit from EHS).
- There was discussion by the CAG about the process flow. Staff discussed that a draft flow chart is being prepared and will be presented to the GSA at a later date.
- A CAG member expressed concern that there were too many links on the Procedures form, which may be confusing to some. Staff agreed to review the links and make it easier for the applicants.
- There was considerable discussion by the CAG regarding the approval of new wells when the CMA basin was in overdraft. The CAG discussed whether the GSA's approval should be objective (with automatic denial) or subjective, meaning approved or denial would be based upon circumstances at the time and the geologic location of the proposed well. The CAG members perspectives varied on this issue.

- The CAG asked about recourse for denied verification requests. If the GSA declines to provide a verification to an applicant, there will be a process for “reconsideration”.

There were no substantive comments on the other documents presented.

There was no further discussion, and the meeting was adjourned.

Central Management Area Groundwater Sustainability Agency

Process and Criteria for Administering Written Verifications Per Executive Order N-7-22

This document describes the process and criteria that will be used by the **Groundwater Sustainability Agency (GSA) for the Central Management Area (CMA GSA)** of the Santa Ynez River Valley Groundwater Basin (Basin) to administer requests for written verifications for new well permits under Governor Newsom's Executive Order N-7-22. Santa Barbara County Environmental Health Services (EHS) is responsible for processing applications for well permits in the County, including the Central Management Area of the Basin. Currently EHS is processing water well applications in accordance with Executive Order N-7-22, the Temporary Water Well Permitting Ordinance adopted by the County Board of Supervisors on May 24, 2022 (Urgency Ordinance), and the County's May 24, 2022 Revised Water Well Permit Application (County Well Application).

Section 9(a) of Executive Order N-7-22 provides that the County shall not approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act (SGMA) and classified as medium or high-priority without first obtaining written verification from the applicable GSA managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well (1) would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan (GSP) adopted by that GSA, and (2) would not decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP.

Process Outline:

Requests for GSA to issue a written verification will be administered as set forth below. Those requesting a written verification must submit the following documentation to the CMA GSA:

1. Copy of completed County Well Application (including all related records and information)
2. Supplemental well-related information that may be requested by the CMA GSA
3. CMA GSA Acknowledgment Form
4. CMA GSA Indemnification Agreement
5. CMA GSA Deposit/Reimbursement Agreement

Upon receipt of all required documentation, a request for a written verification will be reviewed to initially determine if it can be administered on an expedited basis. Expedited processing may apply to requests relating to water wells located outside a principal groundwater aquifer as defined in the CMA GSP, or to Replacement Wells meeting specified criteria, as defined by EHS and as determined by the CMA GSA. Requests not subject to expedited review will undergo additional technical review by the CMA GSA to determine if groundwater extraction by the proposed well would be inconsistent with any sustainable groundwater management program established in the CMA GSP or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP. Applicants may request the CMA GSA to reconsider a decision that denies a verification. All information and documentation submitted to the CMA GSA in connection with a request for a written verification shall be deemed public information unless specific exemptions apply as determined by the CMA GSA.

Submittals (1) – (5) above and questions about the written verification process can be sent to the CMA Central Management Area Groundwater Sustainability Agency at P.O. Box 719, Santa Ynez, California 93460 or sent electronically to cma@santaynezwater.org.com.

[Continued on Opposite Page]

Criteria Outline:

As set forth above, Section 9(a) of Executive Order N-7-22 requires a written verification from the applicable GSA to address whether groundwater extraction by a proposed well would be inconsistent with any sustainable groundwater management program established in any applicable GSP adopted by the GSA, or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP. SGMA defines sustainable groundwater management as “the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results” and the CMA GSP defines its sustainability goal as follows:

To sustainably manage the groundwater resources in the Western, Central, and Eastern Management Areas to ensure that the Basin is operated within its sustainable yield for the protection of reasonable and beneficial uses and users of groundwater. The absence of undesirable results, as defined by SGMA and the Groundwater Sustainability Plans (GSPs), will indicate that the sustainability goal has been achieved. Sustainable groundwater management as implemented through the GSPs is designed to ensure that:

1. Long-term groundwater elevations are adequate to support existing and future reasonable and beneficial uses throughout the Basin;
2. A sufficient volume of groundwater storage remains available during drought conditions and recovers during wet conditions;
3. Groundwater production, and projects and management actions undertaken through SGMA, do not degrade water quality conditions in order to support ongoing reasonable and beneficial uses of groundwater for agricultural, municipal, domestic, industrial, and environmental purposes.

According to these standards, groundwater extraction by a proposed well in the CMA would not be inconsistent with the sustainable groundwater management program of the CMA GSP and would not decrease the likelihood of achieving its sustainability goal if the extraction would not cause undesirable results as defined in the CMA GSP, which include:

- Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon
- Significant and unreasonable reduction in groundwater storage
- Significant and unreasonable degraded groundwater quality
- Significant and unreasonable land subsidence that substantially interferes with surface land uses
- Depletion of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water.

As set forth by SGMA and the CMA GSP, a key indicator of whether undesirable results exist is the actual or imminent exceedance of Minimum Thresholds as defined in the GSP. (To review a copy of the GSP, please refer to:

<https://sgmaagency.specialdistrict.org/files/8b9e5a32e/SYRVGB+SGMA+GSPCMA+JAN+2022withFiguresAppendices+v2-compressed.pdf>) Because Minimum Thresholds are directly tied to prevailing conditions in the EMA, the presence or absence of undesirable results is subject to change and is reviewed on an ongoing basis by the EMA GSA. Basin conditions were most recently evaluated in the First Annual Report for the CMA (2019 – 2021). To review that Report, please refer to: file:///C:/Users/syrwcd/Downloads/3-015_CMA_WY_2021.pdf

Thank you for your cooperation in this important process.
Art Hibbits CMA GSA Committee Chair

Version Aug 22, 2022

Santa Ynez River Valley Groundwater Basin
Central Management Area Groundwater Sustainably Agency
Written Verification Indemnification Agreement

1. **Indemnification.** As part of the application for a water well permit from the County of Santa Barbara (“County”) and request for written verification from the Groundwater Sustainability Agency for the Central Management Area of the Santa Ynez River Valley Groundwater Basin (“GSA”) pursuant to Governor Newsom’s Executive Order N-7-22 (hereinafter collectively “Application”), _____ as the applicant for the well permit (“Applicant”) and _____ as the owner(s) of the subject property (“Owner”), if the Owner is different than the Applicant, individually and collectively agree to indemnify, defend (along with counsel separate from legal counsel representing the Owner and Applicant), and hold harmless the GSA, the Santa Ynez River Water Conservation District, the Santa Ynez River Water Conservation District Improvement District No.1, the City of Solvang, and the Santa Barbara County Water Agency, and all their respective officers, elected officials, members, employees, consultants, contractors, and agents (individually and collectively the “GSA Parties”) as follows:
- a. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, costs, judgments, and/or liabilities of any kind arising out of, related to, or in connection with the Application, or to attack, set aside, void, or annul, in whole or in part, an approval of any part of the Application, including but not limited to the issuance of a written verification by the GSA (hereinafter “Claim”); and
 - b. For any and all costs and expenses (including but not limited to attorneys’ and consultants’ fees and costs) incurred by the GSA Parties in connection with any Claim except where such indemnification is prohibited by law.
 - c. The indemnification obligation of the Owner and Applicant does not apply to the GSA Parties’ sole negligence or willful misconduct.

2. **Defense.** Unless expressly agreed to in writing by each of the GSA Parties, the GSA Parties will have legal counsel separate from legal counsel representing the Owner and Applicant. Upon receiving a Claim, the GSA Parties have the right to retain their separate legal counsel, subject to being reimbursed by the Owner and Applicant for the full cost of such separate counsel. Owner and Applicant shall permit the GSA Parties, with the GSA Parties’ unlimited discretion, to direct the GSA Parties’ counsel and participate in the defense of any Claim but such participation shall not relieve the Owner or Applicant of any obligation imposed by this Agreement.

In the alternative, the GSA Parties shall have the right not to participate in the defense.

In the event of a disagreement between the GSA Parties and the Owner and/or Applicant over litigation issues, the GSA Parties shall have the authority to control the litigation and make litigation decisions as to Claims made against the GSA Parties, including, but not limited to, the manner in which the defense is conducted by the GSA Parties’ Counsel as to such Claims.

3. **Reimbursement.** To the extent the GSA Parties use any of their resources to respond to a Claim, the Owner and Applicant shall reimburse the GSA Parties upon demand. Such resources include, but are

not limited to, consultant time, staff time, legal counsel time, court costs, and any other direct or indirect costs associated with responding to the Claim. In the event that the GSA Parties seek reimbursement hereunder, the GSA Parties shall provide, as a precondition to any obligation of the Owner and Applicant to pay, an itemized list of any time spent, costs incurred, or resources used, including calculations for how each item listed in the request is determined.

4. **Obligations.** The obligations of the Owner and Applicant under this Agreement shall survive and apply regardless of whether any GSA approval is invalidated, set aside, expires, or is abandoned for any reason.

This Agreement and the obligations of the Owner and Applicant set forth herein shall remain in full force and effect throughout any and all stages of review, reconsideration, challenge, or litigation, including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether the Owner or Applicant has brought any claim, action, or demand against the GSA Parties.

The Owner and Applicant are solely responsible for compliance with all local, state, and federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Owner or Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Owner or Applicant under this Agreement except where such indemnification is prohibited by law.

5. **Successors and Assigns.** The obligations of Owner and Applicant under this Agreement shall be binding upon each and every of their respective successors, assigns, and transferees of any interest in the water well permit that is the subject of the Application. The Owner and Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that the Owner and Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the water well permit that is the subject of the Application.

6. **Stipulation, Release, or Settlement.** The Owner and Applicant shall not execute, pay, or perform pursuant to, any stipulation, release, settlement agreement, or other disposition of the matter on any Claim unless the GSA Parties and the Owner and Applicant have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld.

In no case shall the Owner or Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the GSA Parties as a condition of or as part of any stipulation, release, settlement, or otherwise. The Owner and Applicant shall not assert any defense, claim, or complaint against the GSA Parties on any Claim as a condition of or as part of any stipulation, release, settlement or otherwise.

7. **No Waiver.** Any failure, actual or alleged, on the part of the GSA Parties to monitor or enforce compliance with any of the requirements or provisions of this Agreement shall not be deemed as a waiver of any rights on the part of the GSA Parties.

8. **Authority.** Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Owner and Applicant and enforceable in accordance with its terms.

- 9. **California Law.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
- 10. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11. **Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. No party is relying on any other representation, oral or written.
- 12. **Counterparts.** This Agreement may be signed in counterparts and must be signed by all Owner(s) and Applicant.

Well Permit Written Verification Request:

APN(s): _____

NOW THEREFORE, the Owner and Applicant agree to be bound by the terms of this Indemnification Agreement as demonstrated by their signature(s) below:

APPLICANT:

Signed _____

Date _____

Name of Person Signing _____

Title: _____

OWNER (if different from Applicant):

Signed _____

Date _____

Name of Person Signing _____

Title: _____

**DEPOSIT/REIMBURSEMENT AGREEMENT
FOR REVIEW OF REQUEST FOR WRITTEN VERIFICATION**

THIS DEPOSIT/REIMBURSEMENT AGREEMENT (“Agreement”) is made and effective this ____ day of _____, _____, by and between the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (“GSA”), and _____ (“Applicant”). GSA and Applicant are each referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS:

A. Applicant is submitting an Application (“Application”) to the Santa Barbara County Environmental Health Services (“EHS”) for a water well permit within the GSA’s jurisdiction.

B. Executive Order N-7-22, signed by the Governor on March 28, 2022, requires that, before EHS grant said Application, the GSA provide written verification to EHS that “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan ... and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.” The Applicant’s request for written verification from the GSA will be referred to herein as a “Request.”

C. Pursuant to Resolution [_____] of the GSA, review by the GSA of the Request is to be funded by fees paid by the Applicant, and before review begins Applicant must make a deposit as determined by the GSA.

D. This Agreement is intended to specify the terms of Applicant’s deposit and reimbursement for the GSA’s review of the Request.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Construction.

This Agreement shall be liberally constructed to accomplish its intent.

2. The Deposit; Additional Advances.

- a) Establishing and Supplementing Deposit. Within three (3) business days following execution of this Agreement, Applicant shall provide to the GSA an initial deposit of \$ ____1,200.00 (“Initial Deposit”) to reimburse the GSA for Eligible Expenses, as defined in Section 2(b). The GSA shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the GSA’s expenses for the Request for the next ninety (90) days, the GSA may make one or more written requests for additional funds (each an “Additional Advance”), which shall state the existing balance and the additional amount requested. The GSA may request the funds it reasonably believes necessary to cover a period not exceeding

ninety (90) days. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the "Deposit." Applicant shall make the Additional Advance within five (5) business days of the GSA's written request therefor. If Applicant fails to timely make the Additional Advance, Applicant agrees that the GSA may cease any or all additional work on the Request until the GSA receives the Additional Advance from Applicant.

- b) Eligible Expenses. The Deposit shall be used to reimburse the GSA for costs incurred by the GSA in connection with the following (all of which shall be deemed "Eligible Expenses"): (i) the fees and expenses of the consultant(s) employed by the GSA in connection with administering the Request; and (ii) all other actions, if any, reasonably taken by the GSA in connection with administering the Request.
- c) Administration of Deposit. The Deposit may be placed in the GSA account with other funds for purposes of investment and safekeeping. The Deposit shall not accrue interest. The GSA shall administer the Deposit and use the Deposit to reimburse the GSA for Eligible Expenses. The GSA shall maintain satisfactory accounting records as to the expenditure of the Deposit at all times.
- d) Unexpended Funds. Upon the granting or denial of a Request by the GSA, the GSA shall return any then-unexpended portion of the Deposit to Applicant, without interest, less an amount equal to any unpaid Eligible Expenses previously incurred by the GSA.
- e) Statements of Account. The GSA shall provide Applicant a summary of expenditures made from the Deposit, and the unexpended balance thereof, whenever requesting any Additional Advance and within ten (10) business days of receipt by the GSA of a request therefore submitted by Applicant.

3. Independent Judgment of the GSA; GSA Not Liable

The GSA shall use its independent judgment in determining whether the written verification required by the Executive Order should be issued. As further set forth by separate Indemnification Agreement, neither the GSA nor any of its member agencies shall be liable in any manner whatsoever in relation to EHS's action on an Application or the GSA's issuance of a written verification.

Applicant expressly understands and agrees that any consultant retained on behalf of the GSA is under contract solely on behalf of the GSA, and the GSA is free to exercise its independent judgment in making payments to the consultants or revising or accepting the consultant's work product, without any liability whatsoever by the GSA to Applicant therefor.

4. Notices.

Any notices, requests, demands, documents, approvals, or disapprovals given or sent under this Agreement from one Party to another (collectively, the "Notices") shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely:

If to Applicant:

If to The GSA:

Santa Ynez River Valley Groundwater Basin
Central Management Area GSA
P.O. Box 719
Santa Ynez, CA 93460

Each such Notice shall be deemed delivered to the Party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if given by facsimile, upon the sender's receipt of an appropriate answerback or other written acknowledgement; (iii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail; (iv) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier; or (v) if given by any other means, upon delivery at the address specified in this Section.

5. Choice of Law; Venue.

This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a California State Court in the County of Santa Barbara, or if jurisdiction over the action cannot be obtained in a State Court, in a Federal Court in the Central District of California.

6. Entire Agreement.

This Agreement represents the full, final, and complete Agreement between the Parties hereto regarding the subject matter of this Agreement. No change or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

7. Severability.

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

8. Attorneys' Fees.

In any litigation or other proceeding by which one Party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this

Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

9. Ambiguities.

Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument.

11. Authority.

The persons executing this Agreement on behalf of the Parties warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into of this Agreement does not violate any provision of any other agreement to which said Party is bound.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the date first written above.

**CENTRAL MANAGEMENT AREA
GROUNDWATER SUSTAINABILITY
AGENCY**

APPLICANT

Signature

Signature

Print Name

Print Name

Title

Title

Acknowledgement Form

Request for Written Verification under Executive Order N-7-22

The undersigned ("Applicant") is submitting an Application ("Application") to the Santa Barbara County Environmental Health Services ("EHS") for a permit to construct a water well. Pursuant to Executive Order N-7-22, section 9, before EHS may grant said Application, the Santa Ynez River Valley Groundwater Basin Eastern Management Area ("EMA") Groundwater Sustainability Agency ("GSA") must provide written verification to EHS that "groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan ... and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan."

Applicant hereby requests that the EMA GSA review the Application and provide the required written verification.

TYPE OF APPLICATION (Check only one)

- Replacement Well
New or Modified Well

ACKNOWLEDGMENT (Initial the following provisions)

I acknowledge that the Sustainable Groundwater Management Act ("SGMA") requires that the EMA GSA, as the exclusive Groundwater Sustainability Agency for the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin ("Basin"), sustainably manage the groundwater resources of the EMA.

I acknowledge that the EMA GSA is authorized by SGMA to limit extractions within its jurisdiction including extractions from a well permitted pursuant to the Application and that a well permit issued by EHS does not guarantee the extraction of any specific amount of water now or in the future.

I acknowledge that the EMA GSA is authorized to establish, and has established, specific groundwater requirements, including minimum thresholds and measurable objectives, and I agree that my groundwater use is subject to these requirements and other authorities that may be carried out under SGMA.

I acknowledge the EMA GSA cannot and does not guarantee any defined water use, water level, or water quality in the EMA or the Basin.

I acknowledge the EMA GSA is not responsible for or otherwise liable for any costs, investments, or payments related to any groundwater well permitted pursuant to the Application, including pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

I acknowledge that the proposed water well, as applicable, will be operated in compliance with all current and future laws, rules, and regulations, including, but not limited to, compliance with any applicable well registration and groundwater production reporting requirements.

Print Name of APPLICANT

Signature of APPLICANT

Date

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

RESOLUTION CMA-2022-002

RESOLUTION ESTABLISHING FEE AND DEPOSIT FOR CMA GSA WELL VERIFICATION AS REQUIRED BY EXECUTIVE ORDER N-7-22

WHEREAS, effective January 11, 2017 the City of Buellton (“Buellton”); the Santa Barbara County Water Agency (“Santa Barbara”); and the Santa Ynez River Water Conservation District (“SYRWCD”); (collective the Members) entered into a “Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Central Management Area in the Santa Ynez Valley Groundwater Basin under the Sustainable Groundwater Management Act” (“2017 MOA”); and

WHEREAS, the 2017 MOA established the Members as the participating agencies of the Groundwater Sustainability Agency (“GSA”) for the Central Management Area (“CMA”) in the Santa Ynez Valley Groundwater Basin (“Basin”); and

WHEREAS, the CMA GSA formed under the 2017 MOA has already developed, adopted, and submitted a Groundwater Sustainability Plan (“GSP”) for the CMA to the California Department of Water Resources as required by the Sustainable Groundwater Management Act (“SGMA”); and

WHEREAS, Section 9(a) of Governor Newsom’s Executive Order N-7-22, dated March 28, 2022, requires a written verification from the applicable GSA to address whether groundwater extraction by a proposed well would be inconsistent with any sustainable groundwater management program established in any applicable GSP adopted by the GSA, or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP; and

WHEREAS, the CMA GSA has developed a Process and Criteria for Administering Written Verifications Per Executive Order N-7-22 and seeks to establish fee(s) and deposit(s) to cover the costs of this process; and

WHEREAS, the CMA GSA has the authority to impose fees pursuant to Water Code section 10730 and other applicable law; and

WHEREAS, the CMA GSA held a noticed public hearing on August 22, 2022, regarding the fee(s) and deposit(s) necessary to cover the costs for the Process and Criteria for Administering Written Verifications Per Executive Order N-7-22, at which oral and written presentations were allowed; and

WHEREAS, the CMA GSA finds that the fees set forth in this Resolution are exempt from CEQA review pursuant to 14 CCR §§ 15273 and 15378(b)(5) and Public Resources Code Section 21080 (b)(8)(A) and (B), in that the fees will be used for reimbursement for consultants time and costs.

NOW, THEREFORE, the CMA GSA resolves as follows:

1. The foregoing recitals are true and correct.
2. A fee of \$200 per hour is hereby established for all requested written verifications from the CMA GSA. The Committee finds that the amount of the fee is no more than necessary to cover the reasonable costs of the process, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.
3. An initial deposit in the amount of \$1,200 shall be submitted for all requested written verifications and the deposit will be spent and supplemented in accordance with the Deposit/Reimbursement Agreement for Review of Well Permit Applications.

PASSED AND ADOPTED by the governing Committee of the CMA GSA on August 22, 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Art Hibbits, Chairman

William J. Buelow, Secretary

Please take notice that on Monday, August 22, 2022, at 10:00 a.m., at the Buellton City Council Chambers, at 140 West Highway 246, Buellton, California, the Santa Ynez River Valley Groundwater Basin Central Management Area (CMA) Groundwater Sustainability Agency (GSA) will hold a special meeting at which it will consider a Resolution to impose a fee under Water Code section 10730. In addition, if the meeting is conducted by remote teleconference pursuant to AB 361 due to the COVID-19 State of Emergency, the posted agenda for the meeting will provide a remote teleconference option for public participation in the meeting. Oral or written presentations may be made as part of the meeting. Persons wishing to present comments to the CMA GSA Committee may do so in person at the public meeting, and those not able to attend in person are encouraged to provide comments they may have prior to the public meeting to Bill Buelow, bbuelow@syrwcd.com no later than 5:00 p.m. August 19, 2022.

Under Executive Order N-7-22 and Santa Barbara County Urgency Ordinance No. 5158, applications for water well permits in the CMA will not be approved by Santa Barbara County Environmental Health Services without written verification of certain matters from the CMA GSA. In order for the CMA GSA to provide such written verification, the CMA GSA's technical consultant will review the well permit application and other materials as needed. The fee to be considered at the above-referenced meeting would be an hourly fee of \$200.00 per hour for the consultant to undertake such review. The fee would be charged on a time and materials basis, drawn on a deposit in an amount to be approved and adjusted from time to time by the CMA GSA. Pursuant to Water Code section 10730(b), any data on which this fee is based are available and have been made available for review at SantaYnezWater.org

CMA GSA Committee Meeting - August 22, 2022

Page 32

AUG 8, 15 / 2022 -- 58569

SANTA YNEZ WATER GROUP

3942 ROBLAR AVE.
SANTA YNEZ, CA 93460

August 5, 2022

Eastern Management Area GSA
c/o J. Brett Marymee, Chair
Central Management Area GSA
c/o Ed Andrisek, Chair
Western Management Area GSA
c/o Chris Brooks, Chair
P.O. Box 719
Santa Ynez, CA 93460

Re: Governance of the Santa Ynez River Valley Groundwater Basin

Gentlemen:

The purpose of this letter is to express the interests of the Santa Ynez Water Group (Group) to the Eastern Management Area Groundwater Sustainability Agency, the Central Management Area Groundwater Sustainability Agency, and the Western Management Area Groundwater Sustainability Agency (collectively, the GSAs) regarding the future governance of the GSAs and the Santa Ynez River Valley Groundwater Basin (Basin), as a whole.

The Group is a coalition of landowners, farmers, and ranchers advocating on behalf of its members to the GSAs tasked with implementing the Sustainable Groundwater Management Act within the Basin. Even before its formation, the Group's members regularly participated in GSA board meetings and Community Advisory Group meetings. And, in October of 2021, the Group commented on each of the GSA's respective groundwater sustainability plans.

As the GSAs in the Basin discuss restructuring their governance, we ask for a position on each of the ultimate governing bodies (or governing body) to be dedicated to an agricultural landowner who relies on groundwater from within the Basin.

Numerous other GSAs and groundwater management agencies (GMA) throughout the State provide interested parties with official positions on their governing bodies. For example, the Board of Directors of the Mound Basin Groundwater Sustainability Agency consists of five positions. One of those positions is dedicated to an "Agricultural Stakeholder Director." (Mound Basin GSA Joint Powers Agreement, Section 6.1.2.) This director position is limited to an individual who:

“(a) Own[s]. . . land overlying the Basin (at least partially) that is utilized for a commercial agricultural business that produces groundwater from the Basin for its agricultural operation; or

(b) Operate[s] a commercial agricultural business that itself produces groundwater from the Basin for its agricultural operations

Eastern Management Area GSA
Central Management Area GSA
Western Management Area GSA
August 5, 2022
Page 2 of 3

on land overlying the Basin and be an approved stakeholder representative by that property's owner.”
(*Ibid.*)

This “Agricultural Stakeholder Director” is selected unanimously by the other directors from a list of individuals submitted by the Mound Basin Agricultural Water Group (MBAWG), an entity like the Santa Ynez Water Group, or the local county farm bureau if the MBAWG is unwilling or unable to nominate a potential director. (*Id.* at § 6.3.4.) And, if the other directors are unable to unanimously agree on any of the nominated candidates, then those directors can request that MBAWG bring back to the Board another list of candidates. (*Ibid.*)

A number of GSAs and GMAs have adopted a similar governance structure:

- The Board of Directors of Vina GSA consists of five members. Two of those positions are dedicated to “Stakeholder Directors.” The first “Stakeholder Director” is a non-agricultural domestic well user who is appointed by the Butte County Board of Supervisors. And the second “Stakeholder Director” is an agricultural stakeholder who is appointed by the Butte County Board of Supervisors from a list of four representatives provided by the Agricultural Groundwater Users of Butte County, an entity like the Santa Ynez Water Group.
- The Board of Directors of Fillmore and Piru Basins GSA consists of six members. Three of those positions are dedicated to “Stakeholder Directors.” (Joint Powers Agreement Creating the Fillmore and Piru Basins Groundwater Sustainability Agency, § 6.1.1.) The first “Stakeholder Director” is a Piru Basin pumper. (*Ibid.*) And second “Stakeholder Director” is a Fillmore Basin pumper. (*Ibid.*) These two director positions are nominated by the Piru Basin Pumpers Association and the Fillmore Basin Pumpers Association, respectively, or the local county farm bureau if either association is unable or unwilling to nominate a potential director. (*Id.* at § 6.4.4.) If the non-Stakeholder Directors do not accept a nominated candidate, then those directors can request that the association or the farm bureau bring back to the Board another potential candidate. (*Ibid.*) Finally, the third “Stakeholder Director” is an environmental stakeholder nominated by an identified group of environmental organizations and approved the non-Stakeholder Directors. (*Id.* at §§ 6.1.1, 6.4.4.)
- The Board of Directors of Upper Ventura River Groundwater Agency consists of seven members. (Joint Exercise of Powers Agreement Creating the Upper Ventura River Groundwater Agency, § 6.1.) Two of those positions are dedicated to “Stakeholder Directors.” (*Id.* at 6.1.2.) The first “Stakeholder Director” is an Agricultural Stakeholder. (*Id.* at 6.1.2(a).) This Agricultural Stakeholder Director is selected by the non-Stakeholder Directors from a list of three nominees submitted by the local county farm bureau. (*Id.* at 6.3.6(a).) The second “Stakeholder Director” is an Environmental Stakeholder. (*Id.* at 6.1.2(b).) This Environmental Stakeholder Director is selected by the non-Stakeholder

Eastern Management Area GSA
Central Management Area GSA
Western Management Area GSA
August 5, 2022
Page 3 of 3

Directors from a list of nominees submitted by qualifying environmental nonprofit 501(c)(3) organizations. (*Id.* at § 6.3.6(b).)

We encourage this approach. The Group can identify and nominate one or more qualified agricultural landowners to fill an agricultural landowner position on each of the ultimate governing bodies (or governing body).

We would be happy to discuss this matter further with you and GSA leadership. If you have any questions, please do not hesitate to contact me by phone at 714-742-1444 or by e-mail at doug@circlevision.com.

Respectfully,

DocuSigned by:

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Douglas Circle, President

cc: EMA GSA Board of Directors
CMA GSA Board of Directors
WMA GSA Board of Directors
Kevin Walsh, General Manager, Santa Ynez River Water Conservation District
William J. Buelow, PG, Groundwater Program Manager, SYRWCD
Karla Nemeth, Director, California Department of Water Resources
Lea Garrison, Administrative Assistant, California Department of Water Resources
Anita Regmi, Engineer Geologist, California Department of Water Resources
Johannah Hartley, Counsel of the County of Santa Barbara
Dave Fleishman, Counsel for the City of Solvang
Steve Anderson, Counsel for the Santa Ynez River Water Conservation District, ID No.
Brett Stroud, Counsel for the Santa Ynez River Water Conservation District

**CMA GROUNDWATER SUSTAINABILITY AGENCY
IN THE SANTA YNEZ RIVER GROUNDWATER BASIN**

PROPOSED REGULAR MEETING DATES*
REMAINDER OF 2022

<u>CMA</u>
September 26
October 24
November 28
December 12**

*Meetings will be noticed with final date, time and location consistent with Government Code Section 54954

** Meeting day is out of sequence of the normal fourth Thursday due to Christmas Holiday