

NOTICE AND AGENDA OF REGULAR MEETING

BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN
EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

HELD AT
SANTA YNEZ COMMUNITY SERVICES DISTRICT, MEETING ROOM
1070 FARADAY STREET, SANTA YNEZ, CALIFORNIA
6:00 P.M., THURSDAY, FEBRUARY 27th, 2025

Optional remote public participation is available via Telephone or TEAMS

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*** Please Note ***

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

AGENDA OF REGULAR MEETING

1. Call to Order and Roll Call
2. Additions or Deletions to the Agenda
3. Public Comment (Any member of the public may address the Board relating to any non-agenda matter within the Board’s jurisdiction. The time for public comment allotted for each individual shall not exceed three minutes. No action will be taken by the Board at this meeting on any public comment item.)
4. Consent Agenda
 - a. Review and consider approval of meeting minutes for the January 23rd, 2025 EMA GSA Board Meeting
 - b. Review and consider approval of Financial Statements and Warrant List for January-February FY 2025/26
5. Informational Items
 - a. New EMA GSA Well Permits Approved by County of Santa Barbara EHS
 - i. None
 - b. Freeman Diversion United Water Presentation and Tour – 1:00 - 3:30 PM Wednesday, March 26th, 2025
 - i. Complete waiver and return to Executive Director by Monday, March 3rd, 2025
 - c. Grant Pursuit Support Update
6. Action Items
 - a. Election or Appointment of Officers

- b. Receive and file summary of February 2025 Citizens Advisory Group (CAG) Meeting, report on status of CAG enrollment, and consider solicitation of replacement CAG Members
- c. Receive and file Prop 68 Round 2 Sustainable Groundwater Management Grant Implementation Update
 - i. Component 2
 - 1. Review and consider authorizing Executive Director to execute Demonstration Project Access Agreements
 - 2. Review and consider authorizing Executive Director to submit Environmental Information Forms and No Legal Challenges Letter
 - 3. Review and provide input on Draft Well Registration and Well Metering and Reporting Ordinances
 - ii. Component 3
 - 1. Receive Presentation on EMA GSA Rate Study and provide direction to Staff
 - 2. Consider formation of Ad Hoc Subcommittee to assist in the development of an EMA GSA and/or Joint Management Area Rate Study
 - iii. Component 4
 - 1. Receive Presentation on Preliminary Components of Water Year 2024 EMA GSA Annual Report
 - iv. Component 5
 - 1. Receive and file Hydrogeologic Consulting Services RFP
- 7. Review and consider approval of Proposed Contract Amendment for EMA GSA Prop 68 Grant Implementation Support
- 8. Review and consider changing dates/times for EMA GSA Meetings and documentation format
- 9. Board of Directors Reports and Requests for Future Agenda Items
- 10. Future Meetings
 - a. Next Special Basin-Wide Joint meeting is scheduled for 9:00 AM March 7, 2025 at the Buellton City Council Chambers
 - b. Next CAG meeting is scheduled for 3:00 PM March 20, 2025 at the Santa Ynez River Water Conservation District meeting room
 - c. Next EMA GSA Board Meeting is scheduled for 6:00 PM on March 27, 2025 at the Santa Ynez Community Services District Board Room
- 11. Adjournment

[This agenda was posted at least 72 hours prior to the regular meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and EMA-SantaYnezWater.org in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

TO: EMA GSA Board of Directors

FROM: Daniel Heimel, Executive Director

DATE: February 27, 2025

SUBJECT: Item 4 – Consent Agenda

Recommendation

EMA GSA Staff recommend that the Board Review and Consider Approval of Meeting Minutes and Financial Statements/Warrant List.

Discussion

EMA GSA Staff has prepared the Meeting Minutes and Financial Statements/Warrant List for the EMA GSA for the Board’s review and approval consideration (see Attachments A & B).

Attachments

Attachment A: Meeting Minutes

Attachment B: Financial Statements/Warrant List

DRAFT**MEETING MINUTES****Santa Ynez River Valley Groundwater Basin Eastern
Management Area Groundwater Sustainability Agency
January 23, 2025**

A regular meeting of the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency was held on Thursday, January 23, 2025, at 6:00 p.m. at Santa Ynez Community Services District Community Room, 1070 Faraday Street, Santa Ynez, California.

EMA GSA Directors Present: Douglas Circle, Joan Hartmann, Brad Joos, and Elizabeth Orona

EMA GSA Alternate Directors Present: Philip Carpenter

1. Call to Order and Roll Call

Vice Chair Joos called the meeting to order at 6:30 p.m. and asked Mr. Heibel to call roll. Four EMA GSA Directors and one Alternate Director were present, providing a quorum.

2. Additions or Deletions to the Agenda

Legal Counsel Steven O'Neill, who was present online, recommended deleting Item 8 from the agenda due to contractual issues pending review and presenting the item at the next Board Meeting. Director Hartmann made a MOTION to remove Item 8 until the next meeting. Director Orona seconded. The motion was approved unanimously.

3. Public Comment

There were no comments from the public either in person or online.

4. Consent Agenda

- a. Review and Consider Approval of Meeting Minutes for the December 19, 2024
EMA GSA Board Meeting**
- b. Review and consider approval of Financial Statements and Warrant List for
Q2 FY 2024/25**

The Minutes of the EMA GSA Board Meeting on October 24, 2024 (Item 4a) and Financial Statements and Warrant List for Quarter Two of Fiscal Year 2024/25 (Item 4b) were presented for Board approval consideration. EMA GSA Bookkeeper Adrienne Geidel presented further information on Item 4b. Ms. Geidel shared her background in her profession and presented an update on EMA GSA financials, adding that \$102,000 in Prop 68 grant money was reimbursed to the bank account that week. Director Orona requested clarification on which expenses in the EMA GSA bank account were being reimbursed by the grant. It was determined that some of the expenses being reimbursed were incurred prior

to the last quarter. Bill Buelow with the Santa Ynez River Water Conservation District stated that the funds reimbursed were for Annual Reports expenses since the timeframe for grant reimbursement eligibility began.

Director Hartmann made a MOTION to approve the Consent Agenda. Director Circle seconded. The motion was approved unanimously.

5. Informational Items

a. New EMA GSA Well Permits Approved by County of Santa Barbara EHS

i. None

b. Freeman Diversion United Water Presentation and Tour – 1:00 - 3:30 PM Wednesday, March 26th, 2025

i. RSVP to Executive Director by Friday, February 14th, 2025

ii. Complete and return waiver to Executive Director by Monday, March 3rd, 2025

c. Verbal Update on EMA GSA Rate Study

Mr. Heimel clarified the methodology for presenting New EMA GSA Well Permits at EMA GSA Board Meetings in Item 5a, stating that County EHS transmits well permits to the EMA as they are approved, and if no new approvals are received between EMA GSA Board Meetings, the agenda item will be listed as “None.”

Item 5b was introduced, presenting an opportunity for EMA GSA Directors, Staff, and Agency Representatives to tour the United Water Conservation District’s Freeman Diversion Facility and receive a Presentation. Director Circle, who organized the event, shared further information on what to expect from the Presentation and Tour, RSVP requirements, and travel arrangements.

Item 5c served as a follow-up to the Presentation from the EMA GSA Rate Consultant, Water Resource Economics, given at the December 19th, 2024 EMA GSA Board Meeting. Mr. Heimel shared that the Rate Consultant’s Data Request has been fulfilled, allowing them to develop preliminary scenarios for revenue generating fees applied on a basis of acreage, irrigated acreage, or acre-foot of water pumped. Their initial fee assessment is said to be based on a preliminary budget and will most likely evolve over time as budgets are finalized and parcel, acreage, and groundwater pumping data in the EMA is fine-tuned.

6. Review and provide input on the Draft EMA GSA 5-Year Budget

An initial draft of a potential budget for the EMA GSA was presented to the Board. Mr. Heimel shared plans to have draft budgets and similar EMA GSA documents reviewed by the Board throughout the process of their development rather than waiting until drafts are finalized to receive approval. Input was requested from the Board on the draft budget to inform future revisions and implementation of the budget in the rate study.

Discussion followed between the Board Directors and Mr. Heimel to clarify targets identified in the Budget, expected impacts of Prop 68 Grant reimbursables, and how the

budget compares to that of the other GSAs. Mr. Heibel walked through the methodology that was used to develop the monthly budget from the 5-year budget and update it with actual invoiced amounts. The potential need for further reimbursable funding from the EMA Agencies was communicated to the Board, leading to discussion on whether this fits in with the expectations of the Agencies and estimates of the additional contributions that may be needed.

Director Orona requested an estimated timeframe of rate study and other grant reimbursement milestones, including any additional potential funding events and returns/paybacks to show how much funding there will be in the next FY. Vice Chair Joos recommended developing a calendar with these milestones. Director Hartmann highlighted the potential need to hire a consultant to track where grant funding is available as the City of Solvang and the City of Buellton have done and have a budget item for this work. The Board recommended bringing this back to the next EMA GSA Board Meeting as an agenda item and consider having California Consulting, Inc. propose on the Grant Writing work.

7. Review and provide input on Draft Well Registration and Metering Program Outline and Schedule

A plan outline and schedule were presented for developing policies surrounding Well Registration and Metering that the Board may consider for adoption in the future. According to Mr. Heibel, other policy documents throughout the state for Well Registration and Metering Programs were referred to throughout the development of this draft. According to the draft schedule, internal draft policy documents would be produced, shared with legal counsel and agency representatives for their input, and finally presented to the Board in March. The drafts would then be revised according to direction from the Board, shared with the Public for their input, and brought back to the Board for formal consideration. Mr. Heibel emphasized the importance of separating the Well Registration Program from the Metering Program, sharing that the Well Registration Program would ideally be the primary focus followed by development of the Metering Program. Vice Chair Joos recommended engaging the Citizens Advisory Group (CAG) in the development of the Well Registration and Metering Program. Director Hartmann recommended bringing back updates and appointment information on the CAG to the next EMA GSA Board Meeting.

8. Review and consider approval of Consultant Proposals for the Prop 68 Round 2 Sustainable Groundwater Management Grant EMA GSA Implementation Plan

Item 8 was Removed from the Agenda at the beginning of the Meeting.

9. Review and consider approval of request for Agricultural Director representation at EMA GSA Agency Representative Meetings

Mr. Heibel began the discussion on potential representation for the Agricultural Director at EMA GSA Agency Representative Meetings by differentiating EMA GSA Agency Representatives from Staff. He clarified that Agency Representatives are staff of the EMA GSA member agencies, whereas EMA GSA Staff include the Executive Director, Legal Counsel, and other parties contracted specifically by the EMA GSA. A background on EMA GSA Agency Representative Meetings was presented to the Board, including the bimonthly (i.e. twice a month) frequency of the meetings, and meeting purposes such as providing

updates on initiatives, coordinating on tasks, and preparing for EMA GSA Board Meetings.

Agricultural Director Doug Circle, who requested this Agenda Item, reaffirmed his preference that an Agricultural Representative attend the Agency Representative meetings, pointing out that more time is allocated for these meetings each month than for EMA GSA Board Meetings. He spoke to the benefits of involving the agricultural community in development of the JPA. Kevin Merrill was recommended by Director Circle to fill this position and his experience in agriculture and GSA work was shared with the group.

Director Hartmann described potential challenges in appointing an Agricultural Director representative to attend the Agency Representative meetings due to Director Circle not having Agency Staff, in contrast with the rest of the Board. Director Joos highlighted that such an appointment could require a significant time effort in developing solicitation and contracting procedures in the bylaws and/or JPA. Legal Counsel Steven O'Neill presented legal observations on the issue. Although JPA requirements on this issue were determined to be minimal, further review of the Public Records Act revealed potential limitations on the ability to keep records confidential if a member of the public participates in the Agency Representative meetings.

The Board and the Public discussed alternative solutions for Agricultural Director representation, such as encouraging discussion between the Executive Director and Agricultural Director as needed outside of EMA GSA Board and Agency Representative Meetings, phasing out Agency Representative meetings over time, proposing agenda items on a Board level, and engaging the CAG to provide further agricultural input on EMA GSA issues.

10. Board of Directors Reports and Requests for Future Agenda Items

Future Agenda Items proposed by Director Hartmann included a report on the CAG, elections of Board members, a framework for an apolitical, annual rotation of appointments to Board positions, and consideration of moving to an earlier EMA GSA meeting time. Director Joos proposed a Future Agenda Item on soliciting consultant work for Grant Writing.

11. Adjournment

Vice Chair Joos adjourned the meeting at 7:16 p.m.

Brad Joos, Vice Chairman

Elizabeth Orona, Secretary

EMA GSA **ATTACHMENT 4.B**
Balance Sheet
As of February 27, 2025

	Total
ASSETS	
Current Assets	
Bank Accounts	
1150 Five Star Bank Checking #5951	109,294.17
Total Bank Accounts	\$ 109,294.17
Total Current Assets	\$ 109,294.17
TOTAL ASSETS	\$ 109,294.17
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
Total Accounts Payable	\$ 0.00
Other Current Liabilities	
2300 Deposits - Well Verification	0.00
2501 Loan from SYRWCD	62,438.75
2502 Loan from County of SB	62,438.75
2503 Loan from City of Solvang	62,438.75
2504 Loan from ID No. 1	62,438.75
Total Other Current Liabilities	\$ 249,755.00
Total Current Liabilities	\$ 249,755.00
Total Liabilities	\$ 249,755.00
Equity	
3000 Ret Earnings	2,425.67
32000 Unrestricted Net Assets	-51,284.01
Net Income	-91,602.49
Total Equity	-\$ 140,460.83
TOTAL LIABILITIES AND EQUITY	\$ 109,294.17

EMA GSA
Profit and Loss
July 1, 2024 - February 27, 2025

	Total
Income	
4500 Grant Revenue	102,165.39
4600 Interest Income	46.47
Total Income	\$ 102,211.86
Gross Profit	\$ 102,211.86
Expenses	
5200 GSA Management/Admin	53,575.00
5320 Office Expense (incl postage)	170.00
5330 Outside Staff Support	2,906.25
5350 Public Relations	2,741.11
5360 Insurance	2,805.00
5800 Legal Services	31,141.24
5900 Other Operating Expenses	7.50
6100 Stakeholder Engagement	72.00
6400 Annual Report	49,003.75
6501 GSP - Well Measure & Report Program	11,710.00
6502 GSP - Rate Study	23,938.75
6503 GSP - Update	3,937.50
6504 GSP - Monitoring Network (incl.GDEs)	11,806.25
Total Expenses	\$ 193,814.35
Net Operating Income	-\$ 91,602.49
Net Income	-\$ 91,602.49

EMA GSA General Ledger

July 1, 2024 - February 27, 2025

Date	Num	Name	Memo/Description	Amount	Balance
1150 Five Star Bank Checking #5951					
					973.50
					Beginning Balance
07/10/2024	1045	Santa Ynez Community Services District		-76.84	896.66
07/10/2024	1044	Onsite Computers & Design Inc		-72.00	824.66
07/15/2024	Deposit		Received from Rick Hoffman	2,200.00	3,024.66
07/31/2024	Interest		Interest Earned	0.18	3,024.84
08/08/2024	1047	Secretary of State		-6.50	3,018.34
08/08/2024	1046	Secretary of State		-1.00	3,017.34
08/14/2024	1048	GSI Water Solutions, Inc.		-1,277.50	1,739.84
08/19/2024	Deposit		Well Verification Reichel	2,200.00	3,939.84
08/31/2024	Interest		Interest Earned	0.29	3,940.13
09/25/2024	1050	Keith Reichel		-621.25	3,318.88
09/25/2024	1052	Valley Bookkeeping Service		-400.00	2,918.88
09/25/2024	1051	Santa Ynez Community Services District		-76.84	2,842.04
09/25/2024	1049	GSI Water Solutions, Inc.		-2,501.25	340.79
09/30/2024	Interest		Interest Income	0.33	341.12
10/10/2024	1053	Santa Ynez Community Services District		-76.84	264.28
10/24/2024	Loan		Loan City of Solvang	50,000.00	50,264.28
10/31/2024	Interest		Interest Earned	1.29	50,265.57
11/04/2024	Loan 2		Loan Santa Ynez River Water Conservation District Improvement District No.1	50,000.00	100,265.57
11/05/2024	Postage		USPS Online	-170.00	100,095.57
11/22/2024	Loan 3		Loan Santa Ynez River Water Conservation District	50,000.00	150,095.57
11/30/2024	Interest		Interest Income	9.07	150,104.64
11/30/2024	1055	Valley Bookkeeping Service		-400.00	149,704.64
11/30/2024	1056	Water Resources Economics		-582.50	149,122.14
12/13/2024	Loan 4		Loan County of Santa Barbara	50,000.00	199,122.14
12/31/2024	Interest		Interest Income	15.32	199,137.46
01/15/2025	1059	GSI Water Solutions, Inc.		-22,941.25	176,196.21
01/15/2025	1060	Santa Ynez Community Services District		-153.68	176,042.53
01/15/2025	1057	Aleshire & Wynder		-14,936.24	161,106.29
01/15/2025	1058	Golden State Risk Management Authority		-2,805.00	158,301.29
01/15/2025	1062	Water Resources Economics		-840.00	157,461.29
01/15/2025	1061	Streamline		-2,280.00	155,181.29
01/21/2025	1.21.25 Grant		Prop 86 GSP Implementation Grant Reimbursement	102,165.39	257,346.68
01/31/2025	1.31.25 Interest		Interest Income	19.99	257,366.67
02/04/2025	1069	GSI Water Solutions, Inc.		-6,250.00	251,116.67
02/04/2025	1067	Confluence Engineering Solutions, Inc.		-42,156.25	208,960.42
02/04/2025	1068	Aleshire & Wynder		-9,415.00	199,545.42
02/04/2025	1065	Valley Bookkeeping Service		-400.00	199,145.42
02/04/2025	1064	Robert Stilts, CPA		-393.75	198,751.67
02/04/2025	1063	Santa Ynez Community Services District		-153.75	198,597.92
02/04/2025	1066	Water Resources Economics		-2,665.00	195,932.92
02/25/2025	1071	Aleshire & Wynder		-6,790.00	189,142.92
02/25/2025	1072	GSI Water Solutions, Inc.		-16,887.50	172,255.42
02/25/2025	1073	Robert Stilts, CPA		-1,312.50	170,942.92
02/25/2025	1074	Water Resources Economics		-7,938.75	163,004.17
02/25/2025	1070	Confluence Engineering Solutions, Inc.		-53,710.00	109,294.17
Total for 1150 Five Star Bank Checking #5951				\$	108,320.67

EMA GSA General Ledger

July 1, 2024 - February 27, 2025

12/31/2024	1214	Water Resources Economics		2,665.00	158,946.17
01/13/2025	2094	Santa Ynez Community Services District		76.84	159,023.01
01/15/2025	1058	Golden State Risk Management Authority		-2,805.00	156,218.01
01/15/2025	1057	Aleshire & Wynder		-14,936.24	141,281.77
01/15/2025	1059	GSI Water Solutions, Inc.		-22,941.25	118,340.52
01/15/2025	1062	Water Resources Economics		-840.00	117,500.52
01/15/2025	1061	Streamline		-2,280.00	115,220.52
01/15/2025	1060	Santa Ynez Community Services District		-153.68	115,066.84
01/23/2025	2130	Santa Ynez Community Services District		76.91	115,143.75
01/31/2025	93454	Aleshire & Wynder	1/1/2025-1/31/2025 Legal Services	6,790.00	121,933.75
01/31/2025	2025-01	Robert Stilts, CPA	1/1/2025-1/31/2025 Bookkeeping	1,312.50	123,246.25
01/31/2025	00515.008 - 3	GSI Water Solutions, Inc.	1/1/2025-1/31/2025 Annual Report	16,887.50	140,133.75
01/31/2025	1234	Water Resources Economics	1/1/2025-1/31/2025 GSP Rate Study	7,938.75	148,072.50
02/04/2025	1065	Valley Bookkeeping Service		-400.00	147,672.50
02/04/2025	1063	Santa Ynez Community Services District		-153.75	147,518.75
02/04/2025	1064	Robert Stilts, CPA		-393.75	147,125.00
02/04/2025	1069	GSI Water Solutions, Inc.		-6,250.00	140,875.00
02/04/2025	1068	Aleshire & Wynder		-9,415.00	131,460.00
02/04/2025	1067	Confluence Engineering Solutions, Inc.		-42,156.25	89,303.75
02/04/2025	1066	Water Resources Economics		-2,665.00	86,638.75
02/25/2025	1072	GSI Water Solutions, Inc.		-16,887.50	69,751.25
02/25/2025	1073	Robert Stilts, CPA		-1,312.50	68,438.75
02/25/2025	1074	Water Resources Economics		-7,938.75	60,500.00
02/25/2025	1070	Confluence Engineering Solutions, Inc.		-53,710.00	6,790.00
02/25/2025	1071	Aleshire & Wynder		-6,790.00	0.00
Total for 2000 Accounts Payable				-\$	76.84
2300 Deposits - Well Verification					
07/15/2024	Deposit		Well Deposit Hoffman	2,200.00	2,200.00
08/01/2024	02019.001-15	GSI Water Solutions, Inc.	Well Verification Majcher	-1,277.50	922.50
08/19/2024	Deposit		Reichel	2,200.00	3,122.50
09/11/2024	02019.001-16	GSI Water Solutions, Inc.	Acampo Road	-331.25	2,791.25
09/11/2024	02019.001-16	GSI Water Solutions, Inc.	Live Oak	-922.50	1,868.75
09/19/2024	02019.001-17	GSI Water Solutions, Inc.	Acampo Road	-1,247.50	621.25
09/25/2024	Refund	Keith Reichel	Refund unexpended deposit	-621.25	0.00
Total for 2300 Deposits - Well Verification				\$	0.00
2501 Loan from SYRWCD					
	Beginning Balance				12,438.75
11/22/2024	Loan 3		Loan Santa Ynez River Water Conservation District	50,000.00	62,438.75
Total for 2501 Loan from SYRWCD				\$	50,000.00
2502 Loan from County of SB					
	Beginning Balance				12,438.75
12/13/2024	Loan 4		Loan County of Santa Barbara	50,000.00	62,438.75
Total for 2502 Loan from County of SB				\$	50,000.00
2503 Loan from City of Solvang					
	Beginning Balance				12,438.75
10/24/2024	Loan		Loan from City of Solvang	50,000.00	62,438.75
Total for 2503 Loan from City of Solvang				\$	50,000.00
2504 Loan from ID No. 1					
	Beginning Balance				12,438.75
11/04/2024	Loan 2		Loan Santa Ynez River Water Conservation District Improvement District No.1	50,000.00	62,438.75
Total for 2504 Loan from ID No. 1				\$	50,000.00
3000 Ret Earnings					
	Beginning Balance				2,425.67
Total for 3000 Ret Earnings					2,425.67

EMA GSA General Ledger

July 1, 2024 - February 27, 2025

32000 Unrestricted Net Assets					
	Beginning Balance			_____	-51,284.01
Total for 32000 Unrestricted Net Assets					
4500 Grant Revenue					
	01/21/2025	1.21.25 Grant	Prop 86 GSP Implementation Grant Reimbursement	102,165.39	102,165.39
Total for 4500 Grant Revenue				_____	
4600 Interest Income				\$ 102,165.39	
	07/31/2024	Interest	Interest Income	0.18	0.18
	08/31/2024	Interest	Interest Income	0.29	0.47
	09/30/2024	Interest	Interest Earned	0.33	0.80
	10/31/2024	Interest	Interest Income	1.29	2.09
	11/30/2024	Interest	Interest Income	9.07	11.16
	12/31/2024	Interest	Interest Income	15.32	26.48
	01/31/2025	1.31.25 Interest	Interest Income	19.99	46.47
Total for 4600 Interest Income				_____	
5200 GSA Management/Admin				\$ 46.47	
	10/31/2024	1210	Confluence Engineering Solutions, Inc.	10/1/2024-10/31/2024 Executive Director	21,197.50
	11/30/2024	1213	Confluence Engineering Solutions, Inc.	11/1/24-11/30/24 Executive Director	8,683.75
	12/31/2024	1228	Confluence Engineering Solutions, Inc.	10/1/2024-12/31/2024 GSA Management	11,418.75
	12/31/2024	1221	Confluence Engineering Solutions, Inc.	12/1/2024-12/31/2024 Executive Director	12,275.00
Total for 5200 GSA Management/Admin				_____	53,575.00
5320 Office Expense (incl postage)					
	11/05/2024	Postage	USPS Online	170.00	170.00
Total for 5320 Office Expense (incl postage)				_____	\$ 170.00
5330 Outside Staff Support					
	09/25/2024	Q1 2024	Valley Bookkeeping Service	400.00	400.00
	11/30/2024	Q2 24/25	Valley Bookkeeping Service	400.00	800.00
	12/31/2024	2024-12	Robert Stilts, CPA	12/1/2024-12/31/2024 Bookkeeping	393.75
	12/31/2024	Q4	Valley Bookkeeping Service	10/1/24-12/31/24 Bookkeeping Services for Q4	400.00
	01/31/2025	2025-01	Robert Stilts, CPA	1/1/2025-1/31/2025 Bookkeeping	1,312.50
Total for 5330 Outside Staff Support				_____	\$ 2,906.25
5350 Public Relations					
	09/01/2024	2067	Santa Ynez Community Services District	76.84	76.84
	10/10/2024	2082	Santa Ynez Community Services District	76.84	153.68
	10/24/2024	2094	Santa Ynez Community Services District	10/24/24 Board Room Rental	76.84
	12/20/2024	CFFAE9FE-0002	Streamline	Streamline Flex 12/1/24 - 12/1/25	2,280.00
	12/20/2024	2117	Santa Ynez Community Services District	Board Room Rental; 12/19/24	76.84
	01/13/2025	2094	Santa Ynez Community Services District	Board Room Rental; 10/24/24	76.84
	01/23/2025	2130	Santa Ynez Community Services District	1/23/25 Board Room Rental	76.91
Total for 5350 Public Relations				_____	\$ 2,741.11
5360 Insurance					
	12/20/2024	INV-003859	Golden State Risk Management Authority	General Liability and Crime Bond	2,805.00
Total for 5360 Insurance				_____	\$ 2,805.00
5800 Legal Services					
	12/20/2024	91952	Aleshire & Wynder	Billing Period: November 2024	14,936.24
	12/31/2024	92777	Aleshire & Wynder	12/1/2024-12/31/2024 Legal Services	9,415.00
	01/31/2025	93454	Aleshire & Wynder	1/1/2025-1/31/2025 Legal Services	6,790.00
Total for 5800 Legal Services				_____	\$ 31,141.24

EMA GSA General Ledger

July 1, 2024 - February 27, 2025

5900 Other Operating Expenses							
	08/08/2024		Secretary of State			6.50	6.50
	08/08/2024		Secretary of State			1.00	7.50
Total for 5900 Other Operating Expenses						<u>\$ 7.50</u>	
6100 Stakeholder Engagement							
	07/01/2024	10458	Onsite Computers & Design Inc			72.00	72.00
Total for 6100 Stakeholder Engagement						<u>\$ 72.00</u>	
6400 Annual Report							
	12/20/2024	00515.008 - 1	GSI Water Solutions, Inc.	2023-2024 Annual Report		22,941.25	22,941.25
	12/31/2024	1231	Confluence Engineering Solutions, Inc.	10/1/2024-12/31/2024 Annual Report		2,925.00	25,866.25
	12/31/2024	00515.008 - 2	GSI Water Solutions, Inc.	12/1/24-12/31/24 Annual Report		6,250.00	32,116.25
	01/31/2025	00515.008 - 3	GSI Water Solutions, Inc.	1/1/2025-1/31/2025 Annual Report		16,887.50	49,003.75
Total for 6400 Annual Report						<u>\$ 49,003.75</u>	
6501 GSP - Well Measure & Report Program							
	12/31/2024	1229	Confluence Engineering Solutions, Inc.	10/1/2024-12/31/2024 GSP - Well Measure & Report Program		11,710.00	11,710.00
Total for 6501 GSP - Well Measure & Report Program						<u>\$ 11,710.00</u>	
6502 GSP - Rate Study							
	11/30/2024	1167	Water Resources Economics			582.50	582.50
	12/20/2024	1194	Water Resources Economics	Review information		840.00	1,422.50
	12/31/2024	1214	Water Resources Economics	12/1/24-12/31/24 Professional Services		2,665.00	4,087.50
	12/31/2024	1230	Confluence Engineering Solutions, Inc.	10/1/2024-12/31/2024 GSP - Rate Study		11,912.50	16,000.00
	01/31/2025	1234	Water Resources Economics	1/1/2025-1/31/2025 GSP Rate Study		7,938.75	23,938.75
Total for 6502 GSP - Rate Study						<u>\$ 23,938.75</u>	
6503 GSP - Update							
	12/31/2024	1231	Confluence Engineering Solutions, Inc.	10/1/2024-12/31/2024 GSP - Update		3,937.50	3,937.50
Total for 6503 GSP - Update						<u>\$ 3,937.50</u>	
6504 GSP - Monitoring Network (incl.GDEs)							
	12/31/2024	1232	Confluence Engineering Solutions, Inc.	10/1/2024-12/31/2024 GSP - Monitoring Network		11,806.25	11,806.25
Total for 6504 GSP - Monitoring Network (incl.GDEs)						<u>\$ 11,806.25</u>	
Not Specified							
	11/30/2024	1054	SYRWCD	Voided		0.00	0.00
Total for Not Specified						<u>\$ 0.00</u>	

**EMA GSA
Bill Payment List
January 1 - February 27, 2025**

Date	Num	Vendor	Amount	Memo/Description
1150 Five Star Bank Checking #5951				
01/15/2025	1057	Aleshire & Wynder	-14,936.24	November Legal
01/15/2025	1058	Golden State Risk Management Authority	-2,805.00	Dec 2024 - June 2025 Insurance
01/15/2025	1059	GSI Water Solutions, Inc.	-22,941.25	November Annual Report Prep
01/15/2025	1060	Santa Ynez Community Services District	-153.68	Conference Room Rental
01/15/2025	1061	Streamline	-2,280.00	Annual Streamline Flex
01/15/2025	1062	Water Resources Economics	-840.00	November GSP Rate Study
02/04/2025	1063	Santa Ynez Community Services District	-153.75	Conference Room Rental
02/04/2025	1064	Robert Stilts, CPA	-393.75	12/1/2024-12/31/2024 Bookkeeping
02/04/2025	1065	Valley Bookkeeping Service	-400.00	10/1/24-12/31/24 Bookkeeping Services for Q4
02/04/2025	1066	Water Resources Economics	-2,665.00	December GSP Rate Study
02/04/2025	1067	Confluence Engineering Solutions, Inc.	-42,156.25	Oct - Dec Executive Director Services
02/04/2025	1068	Aleshire & Wynder	-9,415.00	12/1/2024-12/31/2024 Legal Services
02/04/2025	1069	GSI Water Solutions, Inc.	-6,250.00	December Annual Report Prep
02/25/2025	1070	Confluence Engineering Solutions, Inc.	-53,710.00	10/1/2024-12/31/2024 GSA Management, Annual Report, Well Measure, Rate Study, Update, Monitoring Network
02/25/2025	1071	Aleshire & Wynder	-6,790.00	1/1/2025-1/31/2025 Legal Services
02/25/2025	1072	GSI Water Solutions, Inc.	-16,887.50	1/1/2025-1/31/2025 Annual Report
02/25/2025	1073	Robert Stilts, CPA	-1,312.50	1/1/2025-1/31/2025 Bookkeeping
02/25/2025	1074	Water Resources Economics	-7,938.75	1/1/2025-1/31/2025 GSP Rate Study
Total for 1150 Five Star Bank Checking #5951			-\$192,028.67	
TOTAL			-\$192,028.67	



**SATICOY SPREADING GROUNDS/FREEMAN DIVERSION
VISITOR LIABILITY RELEASE**

United Water Conservation District (UNITED) grants _____ (GRANTEE) access to UNITED's Saticoy Recharge Basins and Vern Freeman Dam Diversion exclusively for the purpose of participating in a guided tour of the facilities.

Indemnification

GRANTEE, in consideration of the request and permission to access UNITED's Saticoy property located at 2641 W. Los Angeles Avenue, Oxnard, CA 93036, hereby assumes full responsibility for all risk of injury or loss which may result from said access and hereby agrees to defend, indemnify, hold harmless, UNITED, its directors, officers, employee and agents, from and against any and all acts of negligence and all claims, damages, lawsuits, losses, or liabilities (including reasonable attorneys' fees and experts' fees and costs incurred in litigation) by reason of accident, illness, injury to or death of any person or persons, or damage to or loss or destruction of any property arising or resulting directly or indirectly from activities associated with said access to United's property.

Please note: No medical insurance or insurance coverage of any kind is provided by UNITED.

Rules

I have familiarized myself with the rules applicable to accessing UNITED's Saticoy property. I acknowledge that such rules apply to me in all cases, and I agree that I will comply with such rules and with all instructions posted signs on UNITED's property.

Signature: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Telephone: _____

Signature of Parent or Legal Guardian, if GRANTEE is a Minor: _____

Print Name of Parent or Legal Guardian: _____

**Please forward your completed form to: tracyo@unitedwater.org
(Waivers must be received 24 hours in advance of your visit to the Saticoy Facility).**

TO: EMA GSA Board of Directors

FROM: Daniel Heimel, Executive Director

DATE: February 27, 2025

SUBJECT: Item 6a – Election or Appointment of Officers

Purpose

The purpose of this Staff Report is to provide the Board of Directors (Board) of the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA) with a recommendation to review the existing officer positions and appoint officers for CY 2025 or provide alternative direction to staff.

Recommendations

EMA GSA Staff recommend that the Board review the existing officer positions and appoint officers for CY 2025 or provide alternative direction to staff.

Discussion

The adopted Joint Exercise of Powers Agreement (July 16, 2024) for the EMA GSA require appointment of officers as noted in the excerpt below from Section 8.2:

Appointment of Officers. Officers shall be appointed annually by, and serve at the pleasure of, the Board of Directors. Officers shall be appointed by resolution of the Board at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a decision of the Board in accordance with Article 11.3. Notwithstanding the foregoing, the Treasurer shall be appointed in the manner specified in Government Code sections 6505.5 and 6505.6.

The current EMA GSA officers are as follows:

Director Marymee: Chairperson
Director Joos: Vice Chairperson
Director Orona: Secretary and Treasurer

TO: EMA GSA Board of Directors

FROM: Daniel Heimel, Executive Director

DATE: February 27, 2025

SUBJECT: Item 6b – Receive and file summary of February 2025 Citizens Advisory Group (CAG) Meeting, report on status of CAG enrollment, and consider solicitation of replacement CAG Members.

Purpose

The purpose of this Staff Report is to provide the Board of Directors (Board) of the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA) with an update on the EMA GSA CAG.

Discussion

A CAG Meeting was held on Wednesday, February 19th from 3:00-5:00 PM in the Santa Ynez River Water Conservation District Meeting Room with a remote participation option. Meeting participants included EMA GSA Executive Director staff, Agency Representatives, and CAG Members, and two members of the public. CAG Members received status updates on EMA GSA initiatives and structural changes in governance following the adoption of the Joint Powers Agreement.

The CAG Meeting Agenda is included as Attachment 1. Review of CAG membership occurred, and all present CAG members confirmed interest in continuing to serve on the CAG as representatives of their respective stakeholder interests in groundwater. CAG Membership Status as of February 19, 2025 is summarized in Table 1. An online participant at the February CAG Meeting also expressed interest in applying to join the CAG as a representative of Mutual Water Company stakeholder interests.

Table 1. CAG Membership Status as of February 19, 2025

Name	Relation to EMA	Interest in Continuing to serve on the CAG
Mr. Sam Cohen	California Native American Tribe	Confirmed
Ms. Elizabeth Farnum	Domestic Well Owner	Resigned
Mr. Tim Gorham	Resident, Landowner, Representative of a Landowner	Tentative
Ms. Mary Heyden	Resident, Landowner, AG Well Owner	Confirmed
Ms. Gay Infanti	Resident	Confirmed
Mr. Charles Jackson	Resident, Landowner, AG Well Owner, Representative of Landowner	Confirmed
Mr. Kevin Merrill	Domestic and AG Well Owner, Representative of Landowner	Unknown

The next CAG Meeting was scheduled for Thursday, March 20th from 3:00-5:00 PM.

Recommendation

Staff recommend that a formal solicitation for replacement CAG members be sent out via email.

Attachments

Attachment A: February 19th, 2025 EMA GSA CAG Meeting Agenda

ATTACHMENT 6.B.A

NOTICE AND AGENDA OF SPECIAL MEETING

CITIZEN ADVISORY GROUP
FOR THE EASTERN MANAGEMENT AREA
IN THE SANTA YNEZ RIVER GROUNDWATER BASIN

SPECIAL MEETING WILL BE HELD AT
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT, MEETING ROOM
3669 SAGUNTO STREET, SUITE 101, SANTA YNEZ, CA

AT 3:00 P.M., WEDNESDAY, FEBRUARY 19, 2025

Optional remote public participation is available via Telephone or TEAMS

To access the meeting via telephone, please dial: <tel:+14699987311>, [197854638#](tel:+197854638) or via the Web at: [Join the Meeting Now](#)

“Join a Meeting” - Meeting ID **258 962 715 472** - Meeting Passcode: **zr3BP9sk**

*** Please Note ***

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

AGENDA OF SPECIAL MEETING

1. Call to Order
2. Roll Call and Introductions
3. Public Comment
4. Citizen Advisory Group (CAG) Membership Review
5. Prop 68 Grant Implementation Plan, Schedule and Status Update
6. Draft Well Registration and Metering Program Policy Documents and Schedule
7. EMA GSA Rate Study
8. 2024 EMA GSA Annual Report
9. Action Plan for Management of All Well Production Along the Santa Ynez River Above the Lompoc Narrows
10. Future CAG Meeting Dates/Times
11. Future CAG Meeting Agenda Items

12. Upcoming EMA GSA Board Meetings

13. Adjournment

[This agenda was posted 24 hours prior to the scheduled special meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and <https://www.ema-santaynezwater.org/ema-cag> 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.]

ATTACHMENT 6.C.I.1.A

ACCESS AGREEMENT

DRAFT

This Access Agreement (“Agreement”) is made and entered into by and between the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (“Agency”) and Vogelzang Vineyard (“Landowner”). Agency and Landowner are sometimes each individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Agency is a groundwater sustainability agency formed on April 27, 2017 pursuant to the Sustainable Groundwater Management Act (“SGMA”), whose jurisdiction overlies the Eastern portion of the Santa Ynez River Valley Groundwater Basin; and

WHEREAS, pursuant to the Agency’s adopted Groundwater Sustainability Plan (“GSP”), Santa Ynez River Water Conservation District (“District”) and Agency have entered into a subgrant agreement that provides for, among other things, the Agency carrying out specified components (or portions thereof) of a grant agreement, pursuant to which the Agency will need to access Landowner’s property located at **5725 Happy Canyon Rd., Santa Ynez, CA 93460** (“Landowner’s Property”) in order to carry out the Agency’s responsibilities for implementing the a Well Extraction Measurement Demonstration Projects and Basin Reporting Program; a SGMA Rate Study; a 5-Year Update to the GSP; a Monitoring Improvement and Expansion Plan; a Stormwater Capture and Infiltration Project Design; a Water Use Efficiency Strategic Plan; and a Recycled Water Feasibility Study (collectively, “Work Plan”); and

WHEREAS, Landowner has agreed to grant the Agency limited access onto Landowner’s property, subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree to the foregoing and as follows to allow the Agency to access to Landowner’s Property under the following terms and conditions:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as terms and conditions of this Agreement.

2. Right of Entry. Landowner grants to the Agency and its employees, agents, consultants, and contractors (collectively, “Agency’s Representatives”) a non-exclusive license to install the facilities described on Exhibit A (the “Agency Facilities”) within the area of Landowner’s Property described and depicted on Exhibit B (the “License Area”) and to inspect, maintain, operate, and collect data from the Agency Facilities during the term of this Agreement as defined in Section 4 below or until otherwise terminated as provided in Section 5 below for the sole purposes described in the Work Plan (the “License”). Unless otherwise agreed to by the Parties in a written amendment to this Agreement, the Parties agree that the Agency’s access to Landowner’s Property shall be limited to the Agency Facilities described in Exhibit A (attached hereto and incorporated herein) and pursuant to coordination between Agency and Landowner. In the event DWR seeks to enter on Landowner’s Property to use the License, Agency will coordinate in advance the date, time, and scope of such visit with Landowner. The Agency’s installation of the Agency Facilities shall

ACCESS AGREEMENT - 1

be performed solely in accordance with plans and specifications reasonably approved in writing, in advance by Landowner.

3. Access and Control. Landowner reserves all rights to full use and enjoyment of the License Area and other areas of Landowner's Property except for such use of the License Area as may unreasonably interfere with the exercise by Agency of the rights granted to it in this Agreement, including without limitation Landowner's exclusive right of access to and control over the Landowner's Property. Landowner may at any time and from time-to-time impose reasonable rules and regulations, after consultation with Agency, regarding Agency's access to the License Area, including designating routes required to be used from the public right-of-way to the License Area and limitations upon the hours of access, in order to preserve Landowner's use and enjoyment of the Landowner's Property. Nothing contained in this Agreement shall be construed as affording the public a right of access to any portion of the Landowner's Property or precluding Landowner's right to grant access to third parties across the Landowner's Property, provided that such access is not inconsistent with this Agreement.

4. Duration of Right. The License shall be irrevocable and shall remain in full force and effect from the date hereof until the earlier of (a) four (4) years from the Effective Date of this Agreement, (b) the date the Agency determines it no longer needs the Facilities, or (c) the date this Agreement is terminated pursuant to Section 5 below (the "Term").

5. Termination of License. This License may be terminated upon: (i) a written agreement to terminate signed by both Parties; (ii) by either Party upon a material breach of the terms of this Agreement by the other Party; (iii) as a result of force majeure, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, or litigation; or (iv) as otherwise provided in this Agreement. Termination for material breach requires thirty days prior written notice and a reasonable opportunity to cure.

6. No Easement. The Parties agree that this Agreement does not grant the Agency a possessory right, easement, or other land interest with respect to Landowner's Property. This License shall be deemed to create only the relationship of licensor-licensee between the Parties and shall, in no event, be deemed to create any other relationship, including, without limitation, landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

7. Costs. Agency agrees to pay when due, at its sole cost and expense, all of Agency's Representatives and all costs and expenses of the installation, inspection, maintenance, operation, and collection of data of and from the Agency Facilities. Agency shall do any and all things necessary so as to minimize the possibility of a lien attaching to the Landowner's Property as a result of Agency's use of this License, and should any such lien be made or filed, as a result of Agency's use of this License, Agency shall immediately discharge the same at Agency's sole cost and expense and shall indemnify and save harmless Landowner and its successors and assigns therefrom. If Agency does not immediately discharge such lien, Landowner may pay such lien and Agency will pay to Landowner the amount so paid and all Landowner's costs in connection

therewith, within ten (10) days following demand therefore. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. No Storage & Other limitations. The License does not include permission to store soil, groundwater, material, tools, and other equipment or apparatus on the Landowner's Property without Landowner's written permission, which permission may be granted or withheld in Landowner's sole discretion. Agency shall not cause or permit any Hazardous Substance, as defined herein, to be brought upon, kept or used in or about the Landowner's Property or any part thereof. As used herein "Hazardous Substance" means any solid, liquid, smoke, waste, odor, heat, vibration, radiation or combination thereof which is deemed, classed or found to affect the nature, physical, chemical or biological quality of the environment or which is or is likely to be injurious to the health or safety of persons or which is injurious or damaging to property, plant or animal life, or which interferes with or is likely to interfere with the comfort, livelihood or enjoyment of life by a person, or which is declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over Landowner, the Agency, or the Landowner's Property. Agency is accepting the Landowner's Property, including the License Area, in its present "as-is, where is, with all faults," conditions and with all defects, and Landowner has not made and will not make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning or with respect to the Landowner's Property. Agency shall not conduct any inspections or studies regarding the condition of the Landowner's Property without Landowner's prior written consent, which consent may be granted or withheld in Landowner's sole discretion, including without limitation, any studies regarding the physical condition of the Landowner's Property, the presence of Hazardous Substances on or emanating from the Landowner's Property, the presence of endangered species or other biological studies, the presence of historical or other artifacts, or any other investigation or study concerning the Landowner's Property, including without limitation any studies as may be required or appropriate under the California Environmental Quality Act or other local state, or federal law or regulation (each, a "Study"). If Agency conducts any Studies without Landowner's consent, then Landowner may terminate the License and this Agreement immediately by notice to Agency without any right to cure as provided in Section 5. This Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Termination Covenants. Upon expiration or termination of this Agreement, the Agency will remove all Agency Facilities and appurtenances thereto and return the Landowner's Property, in substantially the same condition as the time Agency installed its Agency Facilities. This Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Damage/Restoration. The Agency shall, at its sole cost and expense, maintain the Agency Facilities in good order, repair and condition and promptly make all repairs and replacements thereto as may be necessary or appropriate. The Agency shall take and shall cause all of the Agency's Representatives to take all reasonable precautions to avoid damaging the Landowner's Property. If any damage is caused to Landowner's Property by the Agency or any Agency's Representative, the Agency shall notify the Landowner immediately. In addition, the Agency will at its sole cost and expense take all action reasonably necessary to repair the damage and restore the areas of Landowner's Property to the condition that existed immediately prior to the damage

caused by the Agency or any Agency's Representative. Agency shall perform any such repair or restoration work to Landowner's Property in accordance with plans and specifications reasonably approved in advance, in writing by Landowner, except in the event of an emergency, Agency shall perform such repairs or restoration without Landowner's approval as may be necessary to avoid further damage to person or property. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Schedule or Notice of Access. The Agency will develop a schedule of dates/times it will access Landowner's Property for the purpose of maintaining and operating the Agency Facilities. If the Agency does not provide a schedule, it shall undertake reasonable efforts to notify the Landowner at least twenty-four (24) hours in advance of accessing Landowner's Property pursuant to the access rights granted under this Agreement.

12. Indemnity. Agency shall be liable to Landowner for any and all actions of Agency's Representatives on or about Landowner's Property to the same extent as if such Agency's Representative was an employee of the Agency. The Agency unconditionally and absolutely agrees to defend, indemnify, and hold harmless Landowner and all tenants of Landowner, and all of their respective members, managers, shareholders, directors, partners, officers, agents, employees or representatives (each, a "Landowner Party") for, from and against any costs, claims, damages, losses or other liabilities Landowner or any Landowner Party may sustain or incur arising out of or pertaining to or based upon any acts or failure to act by either Agency or any Agency's Representative, with respect to (a) the Agency's or Agency's Representatives acts or omissions on or about Landowner's Property, (b) the installation, inspection, maintenance, operation, and/or collection of data of and from the Agency Facilities, or (c) otherwise arising out of Agency's use of the License. This indemnity shall include, but not be limited to, the cost incurred by Landowner and any Landowner Party in defending against or opposing any such claims or demands made against it. This Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Insurance. Prior to entering onto Landowner's Land, the Agency shall provide the Landowner a certificate evidencing that the Agency or the Agency's consultant is covered by general liability insurance in the amount of at least One Million Dollars aggregate limit, or such greater amount as may be reasonably required from time-to-time by Landowner. This Section 13 shall survive the expiration or earlier termination of this Agreement for so long as Agency is required to access to the Landowner's Property to satisfy all of Agency's covenants set forth in this Agreement.

14. Release. As a material covenant and condition of this Agreement, the Agency agrees that neither Landowner nor any Landowner Party shall be responsible for, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Landowner or any Landowner Party on account of any one or more of the following: (a) the License, (b) the Agency Facilities, (c) Agency's or any Agency's Representatives use of the License Area or Agency Facilities or any other portion of the Landowner's Property, (d) damage to the Agency Facilities or injury to any Agency Representative on or about Landowner's Property resulting from Landowner's or any Landowner Party's use and enjoyment of Landowner's Property for any purpose now or hereinafter made by Landowner or any Landowner Party during the term of the License, with the

exception of such damage resulting from the willful misconduct or gross negligence of Landowner or Landowner Party or (e) any facts or circumstances regarding Landowner or Landowner's Property discovered by Agency or any Agency Party as a result of the use of the License ("Discovered Conditions"), including any Study approved by Landlord. Without limiting the generality of the forgoing, neither Landowner nor any Landowner Party shall have any duty in contract, law or equity, to Agency or any Agency's Representative regarding the Agency's Facilities or the health, safety or welfare of any individual entering the Landowner's Property, including without limitation, related to the dangers caused by Landowner's or any Landowner Party's use and enjoyment of Landowner's Property for any purpose. Further, Agency agrees that it shall not use or disclose Discovered Conditions as evidence in any proceeding of Agency against Landowner, its successors or assigns, and in any such proceedings, Agency shall treat Discovered Conditions the same as any proceeding or record subject to Section 1157, 1157.5, 1157.6, or 1157.7 of the California Evidence Code. Agency unconditionally and absolutely waives, releases, acquits, and forever discharges Landowner and all other Landowner Parties of and from any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants), or compensation whatsoever, direct or indirect, accrued or not accrued, liquidated or unliquidated, fixed or contingent, that Agency now has or may have in the future to the extent arising or resulting from the use the License, Agency's or any Agency's Representatives use of the License Area or any other portion of the Landowner's Property, or any other matter regarding the Landowner's Property. Agency, on behalf of itself and its successors and assigns, or anyone claiming by, through or under Agency, fully releases Landowner and all Landowner Parties from any and all claims that it may have now or in the future against Landowner or any Landowner Parties for any cost, loss, liability, damage, expense (including, limitation, attorneys' fees and costs and court costs), demand, action or cause of action arising from or related to the License, this Agreement, Agency's or any Agency's Representatives use of the License Area or any other portion of the Landowner's Property, or the Landowner's Property. Agency specifically waives the provision of California Civil Code Section 1542, which specifically provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15. Subordination. This Agreement is subject and subordinate to the lien of any mortgage or deed of trust and to any lease now affecting the Landowner's Property and to any extension, modification or refinancing of said lease (each, a "Lease"), or mortgage or deed of trust (each such existing mortgage or deed of trust, as the same may be extended, modified or refinances, is called the "Mortgage") with either the same or any other lender or tenant (such lender or tenant being called the "Grantee"). The foregoing provisions of subordination shall be self-operative and no further instrument of subordination shall be required. However, at the request of either Landowner or a Grantee, Agency shall execute, acknowledge and deliver promptly an agreement confirming

such subordination on the form of Subordination Agreement customarily used by the Landowner or Grantee.

16. Disclosure. Upon request, Agency shall deliver to Landowner, at no additional cost or expense to Landowner, a copy of any and all written results of the Work Plan using the License; provided that Agency may redact any information that the Agency would be required to redact if the results of the Work Plan were being delivered to Landowner in response to a request for disclosure under the California Public Records Act.

17. Written Notices. Written notices between the Parties shall be sent via U.S. mail or electronic communication to the addresses listed below:

Coastal Vineyard Care Associates
224 East Highway 246, Suite A
Buellton, CA 93427

Santa Ynez River Valley Groundwater Basin
Eastern Management Area Groundwater Sustainability Agency
P.O. Box 68
Santa Ynez, CA 93460

18. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings among the Parties related to the subject matter of this Agreement. All exhibits referenced herein are incorporated into this Agreement as if fully set forth where referenced.

19. Amendment. Amendments to this Agreement shall become effective upon execution of a written amendment signed by both Parties.

20. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the Parties, and the balance of the Agreement shall remain in full force and effect.

21. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the state of California and any litigation relating to this Agreement shall be filed and maintained in Santa Barbara County Superior Court.


22. No Waiver. No delay or omissions by either Party to exercise any right or power arising from a breach by the other Party of any of the terms of this license shall impair any such right or power or shall be construed to be a waiver of any breach or an acquiescence therein.

23. Attorney's Fees. In the event of any litigation, arbitration or other formal and binding dispute resolution procedure between the Parties (each, a "Proceeding") in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement, the Party prevailing in such Proceeding shall be entitled to payment by the other Party of the court costs, arbitration costs, and all other reasonable costs to undertake or defend such

proceeding, including reasonable attorneys' fees and expenses, expert witness fees, discovery costs and other reasonable costs and expenses incurred by the prevailing Party in connection with such Proceeding (whether incurred at the trial, appellate, or administrative level), in such amount as the court, arbitrator or administration body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such Proceeding.

24. Effective Date. This Agreement shall become effective as of the latest date of execution below.

Vogelzang Vineyard

By 
Domenick Buck, Director

Date: 2/21/25

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

By _____
Daniel E. Heimel, Executive Director

Date: _____

EXHIBIT A

Vogelzang Vineyard Well Description

Landowner: Vogelzang Vineyard

Coordinates: 34.620486, 120.013586

Last Revision: February 14, 2025



Figure 1a – Vogelzang Vineyard Well Pumping System



Figure 1b – Vogelzang Vineyard Well Pumping System

EXHIBIT B

Vogelzang Vineyard Well Meter Installation License Area




Figure 1 – The proposed vineyard block in which the Flow Meter will be installed.

Gate Code: 5100

Legend:

Padlock

 Field of Interest

 Proposed Flow Meter Location

The coordinates of the proposed Flow Meter are 34.620486, 120.013586. Vogelzang Vineyard is located south of Fletcher Way, north of Happy Canyon Rd., west of Alisos Rd., and east of Westery Rd.

Call before to make an appointment.

ACCESS AGREEMENT

This Access Agreement (“Agreement”) is made and entered into by and between the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (“Agency”) and Rancho Cañada de los Pinos LLC, a California limited liability company (“Landowner”). Agency and Landowner are sometimes each individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Agency is a groundwater sustainability agency formed on April 27, 2017 pursuant to the Sustainable Groundwater Management Act (“SGMA”), whose jurisdiction overlies the Eastern portion of the Santa Ynez River Valley Groundwater Basin; and

WHEREAS, pursuant to the Agency’s adopted Groundwater Sustainability Plan (“GSP”), Santa Ynez River Water Conservation District (“District”) and Agency have entered into a subgrant agreement that provides for, among other things, the Agency carrying out specified components (or portions thereof) of a grant agreement, pursuant to which the Agency will need to access Landowner’s property located at **3942 Roblar Ave, Santa Ynez, CA 93460** (“Landowner’s Property”) in order to carry out the Agency’s responsibilities for implementing the a Well Extraction Measurement Demonstration Projects and Basin Reporting Program; a SGMA Rate Study; a 5-Year Update to the GSP; a Monitoring Improvement and Expansion Plan; a Stormwater Capture and Infiltration Project Design; a Water Use Efficiency Strategic Plan; and a Recycled Water Feasibility Study (collectively, “Work Plan”); and

WHEREAS, Landowner has agreed to grant the Agency limited access onto Landowner’s property, subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree to the foregoing and as follows to allow the Agency to access to Landowner’s Property under the following terms and conditions:

TERMS AND CONDITIONS

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as terms and conditions of this Agreement.

2. Right of Entry. Landowner grants to the Agency and its employees, agents, consultants, and contractors (collectively, “Agency’s Representatives”) a non-exclusive license to install the facilities described on Exhibit A (the “Agency Facilities”) within the area of Landowner’s Property described and depicted on Exhibit B (the “License Area”) and to inspect, maintain, operate, and collect data from the Agency Facilities during the term of this Agreement as defined in Section 4 below or until otherwise terminated as provided in Section 5 below for the sole purposes described in the Work Plan (the “License”). Unless otherwise agreed to by the Parties in a written amendment to this Agreement, the Parties agree that the Agency’s access to Landowner’s Property shall be limited to the Agency Facilities described in Exhibit A (attached hereto and incorporated herein) and pursuant to coordination between Agency and Landowner. In the event DWR seeks to enter on Landowner’s Property to use the License, Agency will coordinate in advance the date, time, and scope of such visit with Landowner. The Agency’s installation of the Agency Facilities shall

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be performed solely in accordance with plans and specifications reasonably approved in writing, in advance by Landowner.

3. Access and Control. Landowner reserves all rights to full use and enjoyment of the License Area and other areas of Landowner's Property except for such use of the License Area as may unreasonably interfere with the exercise by Agency of the rights granted to it in this Agreement, including without limitation Landowner's exclusive right of access to and control over the Landowner's Property. Landowner may at any time and from time-to-time impose reasonable rules and regulations, after consultation with Agency, regarding Agency's access to the License Area, including designating routes required to be used from the public right-of-way to the License Area and limitations upon the hours of access, in order to preserve Landowner's use and enjoyment of the Landowner's Property. Nothing contained in this Agreement shall be construed as affording the public a right of access to any portion of the Landowner's Property or precluding Landowner's right to grant access to third parties across the Landowner's Property, provided that such access is not inconsistent with this Agreement.

4. Duration of Right. The License shall be irrevocable and shall remain in full force and effect from the date hereof until the earlier of (a) four (4) years from the Effective Date of this Agreement, (b) the date the Agency determines it no longer needs the Facilities, or (c) the date this Agreement is terminated pursuant to Section 5 below (the "Term").

5. Termination of License. This License may be terminated upon: (i) a written agreement to terminate signed by both Parties; (ii) by either Party upon a material breach of the terms of this Agreement by the other Party; (iii) as a result of force majeure, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, or litigation; or (iv) as otherwise provided in this Agreement. Termination for material breach requires thirty days prior written notice and a reasonable opportunity to cure.

6. No Easement. The Parties agree that this Agreement does not grant the Agency a possessory right, easement, or other land interest with respect to Landowner's Property. This License shall be deemed to create only the relationship of licensor-licensee between the Parties and shall, in no event, be deemed to create any other relationship, including, without limitation, landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

7. Costs. Agency agrees to pay when due, at its sole cost and expense, all of Agency's Representatives and all costs and expenses of the installation, inspection, maintenance, operation, and collection of data of and from the Agency Facilities. Agency shall do any and all things necessary so as to minimize the possibility of a lien attaching to the Landowner's Property as a result of Agency's use of this License, and should any such lien be made or filed, as a result of Agency's use of this License, Agency shall immediately discharge the same at Agency's sole cost and expense and shall indemnify and save harmless Landowner and its successors and assigns therefrom. If Agency does not immediately discharge such lien, Landowner may pay such lien and Agency will pay to Landowner the amount so paid and all Landowner's costs in connection

therewith, within ten (10) days following demand therefore. This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. No Storage & Other limitations. The License does not include permission to store soil, groundwater, material, tools, and other equipment or apparatus on the Landowner's Property without Landowner's written permission, which permission may be granted or withheld in Landowner's sole discretion. Agency shall not cause or permit any Hazardous Substance, as defined herein, to be brought upon, kept or used in or about the Landowner's Property or any part thereof. As used herein "Hazardous Substance" means any solid, liquid, smoke, waste, odor, heat, vibration, radiation or combination thereof which is deemed, classed or found to affect the nature, physical, chemical or biological quality of the environment or which is or is likely to be injurious to the health or safety of persons or which is injurious or damaging to property, plant or animal life, or which interferes with or is likely to interfere with the comfort, livelihood or enjoyment of life by a person, or which is declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over Landowner, the Agency, or the Landowner's Property. Agency is accepting the Landowner's Property, including the License Area, in its present "as-is, where is, with all faults," conditions and with all defects, and Landowner has not made and will not make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning or with respect to the Landowner's Property. Agency shall not conduct any inspections or studies regarding the condition of the Landowner's Property without Landowner's prior written consent, which consent may be granted or withheld in Landowner's sole discretion, including without limitation, any studies regarding the physical condition of the Landowner's Property, the presence of Hazardous Substances on or emanating from the Landowner's Property, the presence of endangered species or other biological studies, the presence of historical or other artifacts, or any other investigation or study concerning the Landowner's Property, including without limitation any studies as may be required or appropriate under the California Environmental Quality Act or other local state, or federal law or regulation (each, a "Study"). If Agency conducts any Studies without Landowner's consent, then Landowner may terminate the License and this Agreement immediately by notice to Agency without any right to cure as provided in Section 5. This Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Termination Covenants. Upon expiration or termination of this Agreement, the Agency will remove all Agency Facilities and appurtenances thereto and return the Landowner's Property, in substantially the same condition as the time Agency installed its Agency Facilities. This Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Damage/Restoration. The Agency shall, at its sole cost and expense, maintain the Agency Facilities in good order, repair and condition and promptly make all repairs and replacements thereto as may be necessary or appropriate. The Agency shall take and shall cause all of the Agency's Representatives to take all reasonable precautions to avoid damaging the Landowner's Property. If any damage is caused to Landowner's Property by the Agency or any Agency's Representative, the Agency shall notify the Landowner immediately. In addition, the Agency will at its sole cost and expense take all action reasonably necessary to repair the damage and restore the areas of Landowner's Property to the condition that existed immediately prior to the damage

caused by the Agency or any Agency's Representative. Agency shall perform any such repair or restoration work to Landowner's Property in accordance with plans and specifications reasonably approved in advance, in writing by Landowner, except in the event of an emergency, Agency shall perform such repairs or restoration without Landowner's approval as may be necessary to avoid further damage to person or property. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Schedule or Notice of Access. The Agency will develop a schedule of dates/times it will access Landowner's Property for the purpose of maintaining and operating the Agency Facilities. If the Agency does not provide a schedule, it shall undertake reasonable efforts to notify the Landowner at least twenty-four (24) hours in advance of accessing Landowner's Property pursuant to the access rights granted under this Agreement.

12. Indemnity. Agency shall be liable to Landowner for any and all actions of Agency's Representatives on or about Landowner's Property to the same extent as if such Agency's Representative was an employee of the Agency. The Agency unconditionally and absolutely agrees to defend, indemnify, and hold harmless Landowner and all tenants of Landowner, and all of their respective members, managers, shareholders, directors, partners, officers, agents, employees or representatives (each, a "Landowner Party") for, from and against any costs, claims, damages, losses or other liabilities Landowner or any Landowner Party may sustain or incur arising out of or pertaining to or based upon any acts or failure to act by either Agency or any Agency's Representative, with respect to (a) the Agency's or Agency's Representatives acts or omissions on or about Landowner's Property, (b) the installation, inspection, maintenance, operation, and/or collection of data of and from the Agency Facilities, or (c) otherwise arising out of Agency's use of the License. This indemnity shall include, but not be limited to, the cost incurred by Landowner and any Landowner Party in defending against or opposing any such claims or demands made against it. This Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Insurance. Prior to entering onto Landowner's Land, the Agency shall provide the Landowner a certificate evidencing that the Agency or the Agency's consultant is covered by general liability insurance in the amount of at least One Million Dollars aggregate limit, or such greater amount as may be reasonably required from time-to-time by Landowner. This Section 13 shall survive the expiration or earlier termination of this Agreement for so long as Agency is required to access to the Landowner's Property to satisfy all of Agency's covenants set forth in this Agreement.

14. Release. As a material covenant and condition of this Agreement, the Agency agrees that neither Landowner nor any Landowner Party shall be responsible for, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Landowner or any Landowner Party on account of any one or more of the following: (a) the License, (b) the Agency Facilities, (c) Agency's or any Agency's Representatives use of the License Area or Agency Facilities or any other portion of the Landowner's Property, (d) damage to the Agency Facilities or injury to any Agency Representative on or about Landowner's Property resulting from Landowner's or any Landowner Party's use and enjoyment of Landowner's Property for any purpose now or hereinafter made by Landowner or any Landowner Party during the term of the License, with the

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exception of such damage resulting from the willful misconduct or gross negligence of Landowner or Landowner Party or (e) any facts or circumstances regarding Landowner or Landowner's Property discovered by Agency or any Agency Party as a result of the use of the License ("Discovered Conditions"), including any Study approved by Landlord. Without limiting the generality of the forgoing, neither Landowner nor any Landowner Party shall have any duty in contract, law or equity, to Agency or any Agency's Representative regarding the Agency's Facilities or the health, safety or welfare of any individual entering the Landowner's Property, including without limitation, related to the dangers caused by Landowner's or any Landowner Party's use and enjoyment of Landowner's Property for any purpose. Further, Agency agrees that it shall not use or disclose Discovered Conditions as evidence in any proceeding of Agency against Landowner, its successors or assigns, and in any such proceedings, Agency shall treat Discovered Conditions the same as any proceeding or record subject to Section 1157, 1157.5, 1157.6, or 1157.7 of the California Evidence Code. Agency unconditionally and absolutely waives, releases, acquits, and forever discharges Landowner and all other Landowner Parties of and from any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants), or compensation whatsoever, direct or indirect, accrued or not accrued, liquidated or unliquidated, fixed or contingent, that Agency now has or may have in the future to the extent arising or resulting from the use the License, Agency's or any Agency's Representatives use of the License Area or any other portion of the Landowner's Property, or any other matter regarding the Landowner's Property. Agency, on behalf of itself and its successors and assigns, or anyone claiming by, through or under Agency, fully releases Landowner and all Landowner Parties from any and all claims that it may have now or in the future against Landowner or any Landowner Parties for any cost, loss, liability, damage, expense (including, limitation, attorneys' fees and costs and court costs), demand, action or cause of action arising from or related to the License, this Agreement, Agency's or any Agency's Representatives use of the License Area or any other portion of the Landowner's Property, or the Landowner's Property. Agency specifically waives the provision of California Civil Code Section 1542, which specifically provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15. Subordination. This Agreement is subject and subordinate to the lien of any mortgage or deed of trust and to any lease now affecting the Landowner's Property and to any extension, modification or refinancing of said lease (each, a "Lease"), or mortgage or deed of trust (each such existing mortgage or deed of trust, as the same may be extended, modified or refinances, is called the "Mortgage") with either the same or any other lender or tenant (such lender or tenant being called the "Grantee"). The foregoing provisions of subordination shall be self-operative and no further instrument of subordination shall be required. However, at the request of either Landowner or a Grantee, Agency shall execute, acknowledge and deliver promptly an agreement confirming

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such subordination on the form of Subordination Agreement customarily used by the Landowner or Grantee.

16. Disclosure. Upon request, Agency shall deliver to Landowner, at no additional cost or expense to Landowner, a copy of any and all written results of the Work Plan using the License; provided that Agency may redact any information that the Agency would be required to redact if the results of the Work Plan were being delivered to Landowner in response to a request for disclosure under the California Public Records Act.

17. Written Notices. Written notices between the Parties shall be sent via U.S. mail or electronic communication to the addresses listed below:

Rancho Cañada de los Pinos LLC,
a California limited liability company
3942 Roblar Ave.
Santa Ynez, CA, 93460

Santa Ynez River Valley Groundwater Basin
Eastern Management Area Groundwater Sustainability Agency
P.O. Box 68
Santa Ynez, CA 93460

18. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings among the Parties related to the subject matter of this Agreement. All exhibits referenced herein are incorporated into this Agreement as if fully set forth where referenced.

19. Amendment. Amendments to this Agreement shall become effective upon execution of a written amendment signed by both Parties.

20. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the Parties, and the balance of the Agreement shall remain in full force and effect.

21. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the state of California and any litigation relating to this Agreement shall be filed and maintained in Santa Barbara County Superior Court.

22. No Waiver. No delay or omissions by either Party to exercise any right or power arising from a breach by the other Party of any of the terms of this license shall impair any such right or power or shall be construed to be a waiver of any breach or an acquiescence therein.

23. Attorney's Fees. In the event of any litigation, arbitration or other formal and binding dispute resolution procedure between the Parties (each, a "Proceeding") in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement, the Party prevailing in such Proceeding shall be entitled to payment by the other Party

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of the court costs, arbitration costs, and all other reasonable costs to undertake or defend such proceeding, including reasonable attorneys' fees and expenses, expert witness fees, discovery costs and other reasonable costs and expenses incurred by the prevailing Party in connection with such Proceeding (whether incurred at the trial, appellate, or administrative level), in such amount as the court, arbitrator or administration body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such Proceeding.

24. Effective Date. This Agreement shall become effective as of the latest date of execution below.

Rancho Cañada de los Pinos, LLC

By 
Douglas R. Circle, President

Date: 2/18/25

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

By _____
Daniel E. Heimel, Executive Director

Date: _____

EXHIBIT A

Land IQ Evapotranspiration Station Description

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Landowner: Rancho Canada

Coordinates: 34.648189, -120.063416

Last Revision: February 6, 2025



Figure 1 – An example Land IQ evapotranspiration station, viewed from the southeast, located in an east-west oriented vineyard.



Figure 2 - A second image of the same example Land IQ evapotranspiration station in Figure 1, here, viewed from the northeast, located in an east-west oriented vineyard.

Land IQ Evapotranspiration (ET) Station Information

- **Data measured:**
 - The ET station measures wind speed, wind direction, air temperature, precipitation, net solar radiation, soil moisture, soil temperature, and soil heat absorption. Using the data from the above list, daily ET_a (actual evapotranspiration, or crop water use,) is calculated.
- **Volume of the station area:**
 - The distance from the station's two posts from each other in a vine row is 10 feet and the station is generally 9 to 12 feet tall at the highest point. A good estimate of the entire space above the ground surface that the ET station would take up is 20 feet L x 3 feet W x 12 feet H, assuming maximum values.
- **Station placement and installation:**
 - The ET station needs to be placed in the vine row as there are sensors that take readings off the canopy. However, the row middle remains unobstructed to allow for equipment passes so there won't be any difficulties with the sprayers or harvest equipment.

- Two holes are dug, for two Telespar posts that are 2-3 feet deep and 2 cubic feet of rock get placed in the holes with the posts. The sensors, logging equipment, and solar panel are attached to these posts.
- A small trench is dug to insert the soil moisture sensors; the trench is a maximum of 10 inches deep and 5 feet long. All of the soil is placed back in to cover the soil sensors.
- A 4-foot long copper rod is also inserted into the ground for grounding purposes.

EXHIBIT B


Land IQ Evapotranspiration Station License Area

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Figure 1 – The proposed vineyard block in which the Land IQ evapotranspiration station will be installed.

Legend:

 Field of Interest

 Proposed Evapotranspiration Station Location

The coordinates of the proposed Land IQ Evapotranspiration Station are 34.648189, -120.063416. This vineyard block is located south of Roblar Ave, north of Casey Ave, west of Brinkerhoff Ave, and east of Long Canyon Rd.

Call before to make an appointment.

ENVIRONMENTAL INFORMATION FORM - DEPARTMENT OF WATER RESOURCES

Grant Recipients are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance determination. Work that is subject to CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

Grant Recipient: _____

Agreement #: _____

Project Name: _____

Project Manager: _____

Address: _____

Phone Number: _____

- 1. List the source of any other grants or funds received from DWR to implement a portion of this project.

- 2. Is this a project as defined by CEQA? Yes No (if "yes", skip to #3) If "no", please explain below then skip to #8.

- 3. Is this project exempt from CEQA compliance? Yes No (if "no", skip to #4) If "yes", provide reasons for exemption. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate. A partial list of the statutory exemptions is found in Cal. Code Regs., tit.14, art. 18 (sections 15260 – 15285) and a list of categorical exemptions is found in Cal. Code Regs., tit. 14, art. 19 (sections 15300 – 15332). A copy of CEQA and the applicable regulations may be found at:

http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf

Check appropriate box below:

Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. Attach copy of NOE and, if applicable, a copy of Board Resolution.

Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: _____

Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Grant Manager, along with this form, to allow DWR to make its own determination that the project is exempt from CEQA.

Reason for exemption:

ENVIRONMENTAL INFORMATION FORM

4. If the project will require CEQA compliance, identify the Lead Agency.
 CEQA Lead Agency: _____

5. Please check types of CEQA documents that have been or are to be prepared:

- Initial Study
- Negative Declaration / Mitigated Negative Declaration
- Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: _____
 Date of Completion: _____
 Estimated Costs: _____

7. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number, if available.

8. Please list all environmental permits that must be obtained to complete the project: (attach additional pages, as necessary)

TYPE OF PERMIT REQUIRED/PERMITTING AGENCY	REQUIRED TO START CONSTRUCTION?	DATE RECEIVED OR EXPECTED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. This form was completed by:

_____ Print or Type
 Name Phone Number

_____ Signature
 Date

Please send the completed and signed form to DWR Grant Manager. Use of Electronic Mail and Electronic Signature (with Appropriate Written Consent) is Recommended.

For DWR internal use:

- DWR received environmental documents.
- DWR made findings.

Attachment 1

Background: “Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program” (Project) consists of the development of the well extraction measurement and reporting program for the Santa Ynez River Valley Groundwater Basin (Basin) under a package of activities funded by the California Department of Water Resources (DWR) under Sustainable Groundwater Management Act (SGMA) Implementation Grant Agreement #4600015625 (Grant). The Project involves certain non-physical planning activities (“Planning Activities”), including identifying and implementing the data management system (DMS) for receiving and reporting the extraction data, and registration of wells in the un-districted areas of the Groundwater Sustainability Agencies (GSAs), which are the areas outside the boundaries of the Santa Ynez River Water Conservation District (SYRWCD). Demonstration projects will be conducted in the predetermined areas for a period of three (3) to (6) months or longer to test the feasibility and reliability of different measurement methods that will utilize infrastructure including meters, solar panels, telemetry equipment, and weather stations to support evapotranspiration estimates (“WS and Meter Install”).

Project Locations: Demonstration Projects consisting of WS and Meter Install are proposed for the following locations on privately owned vineyards:

Weather Station Installation

Rancho Cañada de los Pinos LLC
3942 Roblar Ave.
Santa Ynez, CA 93460

The nearest communities to this site are Woodstock Ranch and Oak Trail Estates, both in Santa Barbara County.

Flow Meter Installation

Vogelzang Vineyard
5725 Happy Canyon Rd.
Santa Ynez, CA 93460

The nearest communities to this site are Santa Ynez Rancho Estates and Cachuma Village, both in Santa Barbara County.

Description of Nature, Purpose, and Beneficiaries of Project: The Project is to assist local GSAs with their regulatory obligations and to support the planning and implementation activities defined in their GSPs. The GSPs provide GSAs a roadmap for achieving certain sustainability conditions in the Basin as mandated by SGMA. The WS and Meter Install activities will support the evaluation of feasibility and reliability of different measurement methods of groundwater extraction, as specified in the grant agreement. The purpose of this study is to test the feasibility and reliability of different measurement methods. Demonstration study results will be used to develop program rules and regulations for program implementation. Public outreach and engagement will be conducted throughout the entire program development process, including well registrations, identifying cooperating well owners for the demonstration projects, and the program implementation.

Reasons why the Project is exempt (from CEQA): These Planning Activities are not considered a “project” under CEQA Guidelines. The WS and Meter Install qualifies for the following exemptions:

- Section 15303, Class 3 Categorical Exemption consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. In this case, the weather station(s) and flow meter(s) are new or replacement small facilities.
- Section 15304, Class 4 Categorical Exemption which consists of minor public alterations in the condition of land, water, and/or vegetation, in this case, relatively minor alterations for the installation of weather station(s) and flow meter(s).
- Section 15306, Class 6 Categorical Exemption which consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource, given the purpose of this work is for data collection to evaluate and manage and environmental resource managed by the GSAs (public agencies).
- Section 10561(b)(3) of the CEQA Guidelines provides that a project is exempt from CEQA if the activity is covered by the “common sense exemption” that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The installed weather station(s) and flow meter(s) are not expected to: 1) occupy an area above ground surface greater than 20 feet L x 3 feet W x 12 feet H, assuming maximum; 2) harm wildlife or agricultural operations; or 3) emit significant Electromagnetic Radiation (EMR).

Given these exemptions and given the WS and Meter Install will not result in any serious or major disturbance to an environmental resource, the WS and Meter Install has been determined to be exempt from CEQA analyses.



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

February 24, 2025

California Department of Water Resources
Division of Regional Assistance
Financial Assistance Branch
715 P Street, Sacramento, CA 95814

Re: No objection or legal action – Grant Agreement No. 4600015625 – Component 2 Well Extraction Demonstration Projects and Basin Reporting Program – Rancho Cañada and Vogelzang Vineyard Demonstration Projects

Dear DWR staff,

This letter certifies that there were no legal challenges filed against the Grant Agreement No. 4600015625 (Grant) – Component 2 Well Extraction Demonstration Projects and Basin Reporting Program – Rancho Cañada and Vogelzang Vineyard Demonstration Projects (Demonstration Projects).

The Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA) did not file a Notice of Exemption (NOE) for the Demonstration Projects because the EMA GSA determined that they do not meet the definition for a Project under the California Environmental Quality Act (CEQA) guidelines, see Environmental Information Form for the Demonstration Projects. Additionally, the 180-day statute of limitations period has passed since March 8th, 2024, when the Santa Ynez River Water Conservation District approved the Grant that is funding the Demonstration Projects and there has been no legal actions against the Grant.

The EMA GSA confirms that there are no exceptions applicable to the Demonstration Projects under §15300.2 of the CEQA Guidelines.

Additionally, the EMA GSA confirms that the Demonstration Projects are included in the Grant described above.

Please contact me if you have any questions at (805) 459-8498 or danheimel@confluencees.com

Sincerely,

Daniel Heimel

Executive Director of the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency

TO: SYRVGB EMA GSA Board of Directors

FROM: Dan Heibel, Executive Director

DATE: February 27, 2025

SUBJECT: Item 6.c.i.3 – Review and provide input on Draft Well Registration and Well Metering Reporting Ordinance

Purpose

The purpose of this Staff Report is to provide the Board of Directors of the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA) with the Draft Well Registration and Well Metering Reporting Ordinance.

Discussion

The draft Well Registration and Well Metering Reporting Ordinances were developed to initiate implementation of the EMA GSA's Groundwater Sustainability Plan Group 1 Management Action 3 – Well Registration and Well Meter Installation Programs.

Recommendation

Review and provide input on Draft Well Registration and Well Metering Reporting Ordinance.

Attachments

Attachment A: Draft Well Registration Ordinance

Attachment B: Draft Well Metering Reporting Ordinance

ORDINANCE NO. XX-XXX

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN - EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY REQUIRING WELL REGISTRATION

WHEREAS, the Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”) was formed pursuant to a joint exercise of powers agency (“JPA”) effective July 16, 2024 between the Santa Ynez River Water Conservation District, Santa Ynez River Water Conservation District, Improvement District No.1 (ID No.1), City of Solvang, and the Santa Barbara County Water Agency;

WHEREAS, pursuant to the Sustainable Groundwater Management Act (“SGMA”), the EMA GSA is the exclusive Groundwater Sustainability Agency (“GSA”) for the Eastern Management Area (“EMA”) of the Santa Ynez River Valley Groundwater Basin under the Memorandum of Agreement dated April 27, 2017;

WHEREAS, in compliance with SGMA, on January 6, 2022, the EMA GSA adopted the EMA Groundwater Sustainability Plan (“Plan”) that establishes the EMA GSA’s groundwater management program and sustainability goal for the EMA, which Plan has been approved by the California Department of Water Resources;

WHEREAS, SGMA authorizes a GSA to manage a groundwater basin or portion thereof in a sustainable manner pursuant to its Plan;

WHEREAS, to assist in its management, Water Code Section 10725.2 authorizes GSAs such as the EMA GSA to adopt rules, regulations, ordinances, and resolutions for the purpose of complying with SGMA and performing any act necessary or proper to carry out the purposes of SGMA;

WHEREAS, pursuant to Water Code Section 10725.6, a GSA may require registration of a groundwater extraction facility within the management area of the GSA;

WHEREAS, pursuant to Water Code Section 10725 et seq. and applicable SGMA Regulations, the EMA GSA has the authority to enforce adopted rules, regulations, ordinances, and resolutions necessary and appropriate to implement the Plan; and

NOW, THEREFORE, THE BOARD OF DIRECTORS HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals Incorporated

The above recitals are supported by substantial evidence, incorporated herein by reference and each relied upon independently by the EMA GSA’s Board of Directors in its adoption of this Ordinance.

SECTION 2. Adoption of Chapter ___ of the EMA GSA Rules and Regulations

The EMA GSA’s Board of Directors hereby adopts Chapter ___ of the “Eastern Management Area Groundwater Sustainability Agency Rules and Regulations” (“EMA GSA Rules and Regulations”), as attached hereto as Exhibit A and incorporated herein by reference, and finds that said Rules and Regulations are consistent with the Plan and shall promote implementation of the Plan in accordance with SGMA.

SECTION 3. Amendment

This Ordinance may be added to, amended, and/or repealed at any time by adoption of a subsequent ordinance of the EMA GSA’s Board of Directors.

SECTION 4. Effective Date

This Ordinance shall become effective upon adoption by the EMA GSA Board of Directors.

SECTION 5. Actions Against the EMA GSA

Nothing contained in this Ordinance shall constitute a waiver by the EMA GSA or operate as an estoppel against the EMA GSA from asserting any defenses or immunities from liability as provided in law, including, but not limited to, those provided in Division 3.6 of Title 1 of the Government Code.

SECTION 6. Administrative Authorization.

The EMA GSA Executive Director or designee is hereby authorized and directed to take any such actions as may be necessary and appropriate to implement this Ordinance.

SECTION 7. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The EMA GSA Board of Directors hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 8. California Environmental Quality Act

The EMA GSA’s Board of Directors finds that adoption of this Ordinance, including the attached EMA GSA Rules and Regulations, is exempt from the California Environmental Quality Act pursuant to Sections 15307, 15308, and 15061 subdivision (b)(3) of Title 14 of the California Code of Regulations (“CEQA Guidelines”) because the Ordinance will support implementation of the Plan by establishing rules and regulations to support groundwater management in order to prevent environmental degradation associated with groundwater overdraft and said rules and regulations will not have a significant effect on the environment.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Ordinance No. ___ was duly adopted and passed by the Board of Directors of the EMA GSA at a meeting held on the ___ day of _____, 2025, by the

following vote:

AYES:

NOES:

ABSENT:

, Board Chair
Eastern Management Area Groundwater Sustainability Agency

ATTEST:

, Secretary
Eastern Management Area Groundwater Sustainability Agency

EXHIBIT A

DRAFT

**Eastern Management Area Groundwater Sustainability Agency
Rules and Regulations**

SECTION 1. Definitions

- A. For purposes of these Rules and Regulations, the following definitions apply:
1. "APN" means the Santa Barbara County Assessor's Parcel Number for a property.
 2. "EMA GSA" shall refer to the Eastern Management Area Groundwater Sustainability Agency.
 3. "De Minimis Extractor" shall mean a person who extracts, for domestic purposes, two acre-feet or less per year of groundwater within the EMA.
 4. "EMA" means the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin.
 5. "Groundwater" shall have the same meaning and application as set forth in the Sustainable Groundwater Management Act.
 6. "Groundwater Extraction Facility" shall mean a groundwater well or any device or method for extraction of groundwater within the EMA.
 7. "Operator" shall mean the person responsible for operating a Groundwater Extraction Facility. The Property Owner of the property containing the Groundwater Extraction Facility shall be conclusively presumed to be the operator unless otherwise declared on the Registration.
 8. "Property Owner" shall mean the fee title owner of land within the Eastern Management Area.
 9. "Registration" shall mean submission of the groundwater well registration information as specified in Section 2 of these Rules and Regulations to the EMA GSA.
 10. "River Extractor" shall mean a person whose well draws from the surface flow or the underflow of the Santa Ynez River and thus the extracted water is considered surface water.

SECTION 2. Groundwater Well Registration

The Property Owner and/or Operator of each Groundwater Extraction Facility within the EMA shall provide the EMA GSA with groundwater well registration information (to the extent known to the Property Owner and/or Operator at the time of registration) by filling out and submitting a registration form issued by the EMA GSA and returned to the EMA GSA's

PO Box or via email.

A. Existing Groundwater Wells

All existing Groundwater Extraction Facilities located within the boundaries of EMA, except River Extractors, including De Minimis Extractors, shall be registered with the EMA GSA within sixty (60) days of receiving a registration form from the GSA. The Property Owner and/or Operator of each Groundwater Extraction Facility must provide, in full, the information requested on the EMA GSA's registration form, which shall include but not be limited to the following:

1. Name and contact information of the Property Owner;
2. Name and contact information of the Operator, if different than the Property Owner;
3. If applicable, a certification that a Groundwater Extraction Facility does not exist on the property;
4. Type of Groundwater Extraction Facility, including the manufacturer/model of the well pump and motor, including horsepower of the motor;
5. Annual water use information, including purpose(s) and use(s) of water extracted from the Groundwater Extraction Facility;
6. Groundwater Extraction Facility APN and State Well Number;
7. Physical address and geographic location of each Groundwater Extraction Facility;
8. Date of construction;
9. Well depth, screening interval(s), diameter of well casing, and well casing material;
10. Activity status of the Groundwater Extraction Facility;
11. Source(s) of additional water serving the property, if applicable;
12. List of APNs that the Groundwater Extraction Facility serves;
13. Manufacturer/model and type of Groundwater Extraction Facility Flow Meter, if applicable;
14. Recording units of the Flow Meter (e.g., gallons, cubic feet, acre feet). (for certain users), if applicable;
15. Signature of the Property Owner and/or Operator.

B. New Groundwater Wells

All new Groundwater Extraction Facilities located within the boundaries of EMA GSA shall be registered with the EMA GSA, via the same form described above in Section 2.A, no later than sixty (60) days of well completion.

C. Changes to Registration

Any change to the information provided in the well registration form described above in Section 2.A, including but not limited to, a change to the Property Owner or Operator of a Groundwater Extraction Facility, must be reported within thirty (30) days of when the change takes effect.

D. Registration Confidentiality

The EMA GSA shall keep the information contained in a Registration confidential in a manner consistent with applicable law and any rules, regulations, ordinances, or policies adopted by the EMA GSA Board of Directors.

E. Registration Confidentiality

The EMA GSA shall keep the information contained in a Registration confidential in a manner consistent with applicable law and any rules, regulations, ordinances, or policies adopted by the EMA GSA Board of Directors.

F. Further Administrative Policies

The EMA GSA's Executive Director may develop and implement administrative practices consistent with these Rules and Regulations to collect, manage, and store data on Groundwater Extraction Facilities in the EMA.

SECTION 3. Reserved.

SECTION 4. Reserved.

SECTION 5. Reserved.

SECTION 6. Reserved.

SECTION 7. Reserved.

SECTION 8. Reserved.

SECTION 9. Penalties.

Failure to comply with these Rules and Regulations may result in administrative and civil penalties or other remedies in accordance with Water Code Section 10732, as may be determined by the EMA GSA's Board of Directors. Remedies identified in these Rules and Regulations are not intended to be exclusive. Any other remedy available to the EMA GSA in law or equity may be employed at the discretion of the Board of Directors to address any

circumstance related to the management of the EMA in accordance with State law, SGMA, the Plan, or other EMA GSA Rules and Regulations, bylaws, or ordinances.

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ORDINANCE NO. XX-XXX

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN - EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY REQUIRING WELL METERING AND REPORTING

WHEREAS, the Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”) was formed pursuant to a joint exercise of powers agency (“JPA”) effective July 16, 2024 between the Santa Ynez River Water Conservation District, Santa Ynez River Water Conservation District, Improvement District No.1 (ID No.1), City of Solvang, and the Santa Barbara County Water Agency;

WHEREAS, pursuant to the Sustainable Groundwater Management Act (“SGMA”), the EMA GSA is the exclusive Groundwater Sustainability Agency (“GSA”) for the Eastern Management Area (“EMA”) of the Santa Ynez River Valley Groundwater Basin under the Memorandum of Agreement dated April 27, 2017;

WHEREAS, in compliance with SGMA, on January 6, 2022, the EMA GSA adopted the EMA Groundwater Sustainability Plan (“Plan”) that establishes the EMA GSA’s groundwater management program and sustainability goal for the EMA, which Plan has been approved by the California Department of Water Resources;

WHEREAS, SGMA authorizes a GSA to manage a groundwater basin or portion thereof in a sustainable manner pursuant to its Plan;

WHEREAS, to assist in its management, Water Code Section 10725.2 authorizes GSAs such as the EMA GSA to adopt rules, regulations, ordinances, and resolutions for the purpose of complying with SGMA and performing any act necessary or proper to carry out the purposes of SGMA;

WHEREAS, pursuant to Water Code Section 10725.6, a GSA may require registration of a groundwater extraction facility within the management area of the GSA;

WHEREAS, pursuant to Water Code Section 10725.8(a), a GSA may require that the use of every groundwater extraction facility within the management area of the GSA be measured by a water-measuring device satisfactory to the GSA, provided that de minimis extractors and river well extractors are exempt from such mandatory requirements;

WHEREAS, pursuant to Water Code Section 10725.8(c), a GSA may require that the owner or operator of a groundwater extraction facility file statements with the GSA setting forth the amount(s) of groundwater extracted from the facility;

WHEREAS, the Plan identifies development of a metering and reporting program as a Group 1 Management Action;

WHEREAS, to sustainably manage the EMA, the EMA GSA requires consistent and reliable data on the volume of groundwater extracted from each groundwater extraction

facility in the EMA;

WHEREAS, to implement the Plan, the EMA GSA finds it necessary and in the best interest of both the EMA GSA and the EMA to adopt an ordinance requiring all landowners within the EMA, except de minimis extractors and wells extracting underflow from the Santa Ynez River, to install measuring devices on groundwater extraction facilities and file reports on a biannual basis reporting groundwater extraction to the EMA GSA;

WHEREAS, pursuant to Water Code Section 10725 et seq. and applicable SGMA Regulations, the EMA GSA has the authority to enforce adopted rules, regulations, ordinances, and resolutions necessary and appropriate to implement the Plan; and

NOW, THEREFORE, THE BOARD OF DIRECTORS HEREBY ORDAINS AS FOLLOWS:

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The EMA GSA Executive Director or designee is hereby authorized and directed to take any such actions as may be necessary and appropriate to implement this Ordinance.

SECTION 7. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The EMA GSA Board of Directors hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 8. California Environmental Quality Act

The EMA GSA’s Board of Directors finds that adoption of this Ordinance, including the attached EMA GSA Rules and Regulations, is exempt from the California Environmental Quality Act pursuant to Sections 15307, 15308, and 15061 subdivision (b)(3) of Title 14 of the California Code of Regulations (“CEQA Guidelines”) because the Ordinance will support implementation of the Plan by establishing rules and regulations to support groundwater management in order to prevent environmental degradation associated with groundwater overdraft and said rules and regulations will not have a significant effect on the environment.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Ordinance No. ___ was duly adopted and passed by the Board of Directors of the EMA GSA at a meeting held on the ___ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

, Board Chair

Eastern Management Area Groundwater Sustainability Agency

ATTEST:

, Secretary
Eastern Management Area Groundwater Sustainability Agency

DRAFT

EXHIBIT A

DRAFT

Eastern Management Area Groundwater Sustainability Agency

Rules and Regulations

SECTION 1. Definitions

- A. For purposes of these Rules and Regulations, the following definitions apply:
- B. “Abandoned Groundwater Extraction Facility” shall mean a Groundwater Extraction Facility that (a) has not been used for a period of at least one year and (b) for which the Operator has not demonstrated an intention to use the Groundwater Extraction Facility by filing a letter of intention of future use with the County of Santa Barbara pursuant to Chapter 34A of the County of Santa Barbara Code of Ordinances.
1. “AF” means acre-foot.
 2. “APN” means the Santa Barbara County Assessor’s Parcel Number for a property.
 3. “Agency” or “EMA GSA” shall refer to the Eastern Management Area Groundwater Sustainability Agency.
 4. “EMA GSA” shall refer to the Eastern Management Area Groundwater Sustainability Agency.
 5. “De Minimis Extractor” shall mean a person who extracts, for domestic purposes, two acre-feet or less per year of groundwater within the EMA.
 6. “EMA” means the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin.
 7. “Flow Meter” shall mean a flow meter required to be installed on a Groundwater Extraction Facility pursuant to Section 3 of these Rules and Regulations.
 8. “Flow Meter Installation and Compliance Form” shall mean the form required by the EMA GSA pursuant to these Rules and Regulations, which may include an electronic form or electronic submission portal.
 9. “Groundwater” shall have the same meaning and application as set forth in the Sustainable Groundwater Management Act.
 10. “Groundwater Extraction Facility” shall mean a groundwater well or any device or method for extraction of groundwater within the EMA.
 11. “Groundwater Extraction Form” shall mean the form required by the EMA GSA pursuant to these Rules and Regulations, which may include an electronic form or electronic submission portal.

12. "Inactive Groundwater Extraction Facility" shall mean a Groundwater Extraction Facility that has not been used for a period of one year or more for the production of groundwater, but is maintained in such a condition that it could be used for production of groundwater in the future and meets all then applicable standards set by the County of Santa Barbara for inactive water wells. A monitoring well shall be considered an Inactive Groundwater Extraction Facility provided that the only production of groundwater is for groundwater sampling purposes.
13. "Operator" shall mean the person responsible for operating a Groundwater Extraction Facility. The Property Owner of the property containing the Groundwater Extraction Facility shall be conclusively presumed to be the operator unless otherwise declared.
14. "Property Owner" shall mean the fee title owner of land within the Eastern Management Area.
15. "River Extractor" shall mean a person whose well draws from the surface flow or the underflow of the Santa Ynez River and thus the extracted water is considered surface water.

SECTION 2. Metering and Reporting of Groundwater Extraction

A. Exemptions

1. De Minimis Extractors are exempt from the metering and reporting requirements in Section 3; provided, however, that De Minimis Extractors of groundwater are encouraged to voluntarily participate in the metering and reporting program for the EMA.
2. River Extractors are exempt from the metering and reporting requirements in Section 3, however, are still required to report pumping to the State Water Resources Control Board.
3. Inactive Groundwater Extraction Facilities are exempt from the requirements in Section 3; provided, however, that each Operator of an Inactive Groundwater Extraction Facility must comply with the requirements for Inactive Groundwater Extraction Facilities as set forth in Section I.H.
4. Abandoned Groundwater Extraction Facilities are exempt from the requirements of Section 3; provided, however, that each Operator of an Abandoned Groundwater Extraction Facility must comply with the requirements for Abandoned Groundwater Extraction Facilities as set forth in Section I.I.

B. Installation of a Flow Meter

By _____, each Groundwater Extraction Facility within the EMA GSA's boundary must have a Flow Meter installed that meets the following specifications:

5. The Flow Meter must be capable of measuring the volume of groundwater extracted from the Groundwater Extraction Facility with an accuracy level of $\pm 5\%$.
6. The Flow Meter must be equipped with either (a) a direct-reading rate-of-flow indicator capable of showing instantaneous flow in gallons per minute or (b) a sweep hand indicator capable of determining the rate-of-flow by timing measurement.
7. The Flow Meter must be equipped with a visual, volume-recording totalizer recorded in gallons, cubic feet, acre-inches, or acre-feet.

C. Installation, Operation, Maintenance and Calibration of Flow Meters

1. The Flow Meter must be installed, operated, and maintained to the manufacturer's specifications, instructions, and recommendations.
2. Prior to installation or by _____ at latest, the Flow Meter must be calibrated to achieve an accuracy level of $\pm 5\%$ by volume of groundwater extracted.
3. The Flow Meter must be calibrated pursuant to the schedule described in the manufacturer's specifications. If no such schedule exists, calibration must be performed at least once every five years.
4. If the verification error exceeds 5% upon calibration, then the Flow Meter must be recalibrated or replaced with a flow meter meeting the requirements of this Section.
5. It is a violation of these Rules and Regulations for a Groundwater Extraction Facility to extract any amount of groundwater without a properly installed, operated, maintained, and calibrated Flow Meter.

D. Documentation of Flow Meter Installation

By _____, the Property Owner or Operator of each Groundwater Extraction Facility within the EMA shall submit a completed Flow Meter Installation and Compliance Form according to the instructions set forth on the form. For any new Groundwater Extraction Facility, the Property Owner or Operator must submit a completed Flow Meter Installation and Compliance Form within sixty (60) days of well completion.

E. Requests for Additional Compliance Information

The EMA GSA has the right to request and receive additional information from a Property Owner and/or Operator concerning a Flow Meter for any Groundwater Extraction Facility, including but not limited to photographs, certificate of calibration, and/or the location

of the Flow Meter. Upon request by the EMA GSA, such information shall be provided within sixty (60) days.

F. Recording of Meter Readings

The Property Owner or Operator of any Groundwater Extraction Facility must read and record the Flow Meter totalizer on at least a monthly basis, between the 1st and 5th day of each month.

G. Reporting of Meter Readings

Beginning on _____ and on at least a biannual basis (twice per year) thereafter, the Property Owner or Operator for each Groundwater Extraction Facility shall report to the EMA GSA the monthly Flow Meter readings for said Groundwater Extraction Facility using the Groundwater Extraction Form approved by the EMA GSA, according to the EMA GSA's submission instructions. Reporting periods and due dates for the Groundwater Extraction Form shall be as follows:

1. Monthly readings for April through September are due by November 1 of each year.
2. Monthly readings for October through March are due by May 1 of each year.

The Groundwater Extraction Form shall include a request for information on how many acres and which types of crops are grown utilizing water pumped from the Groundwater Extraction Facility.

Each Groundwater Extraction Form must be completed pursuant to EMA GSA's then-applicable instructions.

H. Inactive Groundwater Extraction Facilities

1. By _____, and on each November 1st thereafter, the Operator of each Inactive Groundwater Extraction Facility within the Basin shall submit a completed Inactive Well: Intention of Future Use Form.
2. Prior to commencing groundwater extractions from an Inactive Groundwater Extraction Facility, an Operator must comply with all meter installation requirements under Sections 3.B and 3.C and submit a completed Flow Meter Installation and Compliance Form pursuant to Section 3.D.
3. Once groundwater extractions from a previously Inactive Groundwater Extraction Facility have commenced, the Operator must comply with, and is subject to, all requirements of Section 3. The first Groundwater Extraction Form once groundwater extractions have commenced shall be due at the next earliest due date (May 1st or November 1st), even if the

period of time reported on such Groundwater Extraction Form reflects less than six months of use.

I. Abandoned Groundwater Extraction Facilities

By _____, the Operator of each Abandoned Groundwater Extraction Facility shall submit a completed Verification of Well Abandonment Form, which must include a copy of the well destruction permit issued by the County of Santa Barbara for that Groundwater Extraction Facility.

J. Further Administrative Policies

The EMA GSA's Executive Director may develop and implement administrative practices consistent with these Rules and Regulations to collect, manage, and store data on groundwater extraction, including data collected through Flow Meters in the EMA.

SECTION 3. Reserved.

SECTION 4. Reserved.

SECTION 5. Reserved.

SECTION 6. Reserved.

SECTION 7. Reserved.

SECTION 8. Reserved.

SECTION 9. Penalties.

Failure to comply with these Rules and Regulations may result in administrative and civil penalties or other remedies in accordance with Water Code Section 10732, as may be determined by the EMA GSA's Board of Directors. Remedies identified in these Rules and Regulations are not intended to be exclusive. Any other remedy available to the EMA GSA in law or equity may be employed at the discretion of the Board of Directors to address any circumstance related to the management of the EMA in accordance with State law, SGMA, the Plan, or other EMA GSA Rules and Regulations, bylaws, or ordinances.

SECTION 10. Appeal Process.

A Property Owner and/or Operator may appeal a decision made pursuant to these Rules and Regulations by filing a written notice of appeal with the Board within 30 calendar days of the EMA GSA's decision. The written notice shall include:

1. Name of the Property Owner and/or Operator and address of the Groundwater Extraction Facility (if applicable);
2. Brief description of the project (if applicable);
3. The specific decision that is appealed;

4. The date on which the decision was made;
5. The basis or bases for the appeal;
6. The specific action which the Property Owner and/or Operator requests be taken on appeal; and
7. All information or evidence relied upon to support the appeal.

The EMA GSA's Board of Directors shall consider the appeal expeditiously and, to the extent practicable, at the first regularly scheduled meeting following the filing of an appeal, but no later than 60 calendar days from the date the appeal was filed. The decision of the Board of Directors shall constitute final action on appeal, subject to judicial review pursuant to California Code of Civil Procedure section 1094.5. Appellant shall be responsible for all fees and costs, including staff time, associated with an appeal. The filing of a written notice of appeal shall be accompanied by the appropriate fee established by resolution of the Board of Directors. A deposit agreement approved by the EMA GSA's Executive Director between Appellant and the EMA GSA shall specify the terms of Appellant's deposit and reimbursement for the Board of Director's review of an appeal. No part of said fee shall be refundable except as provided in such fee resolution.

Water Year 2024 Annual Report

Santa Ynez Basin - EMA

Presented by Tim Nicely

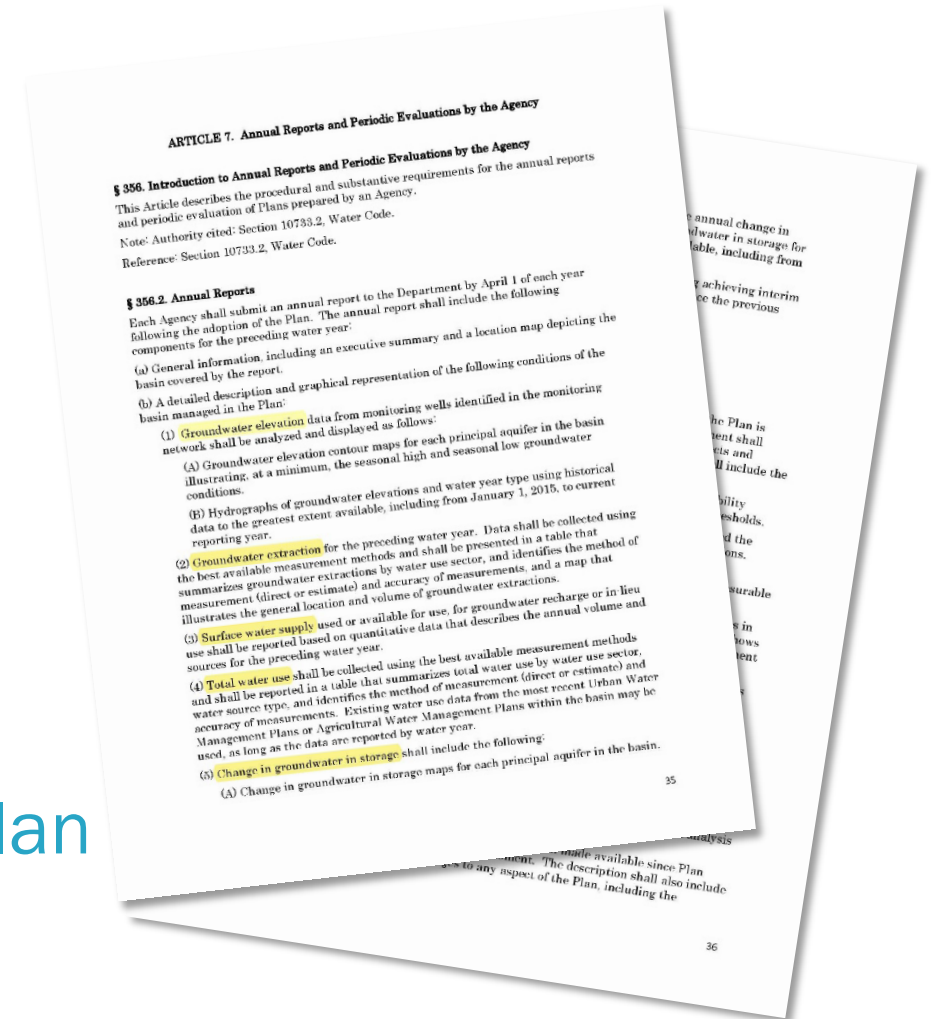
February 27, 2025



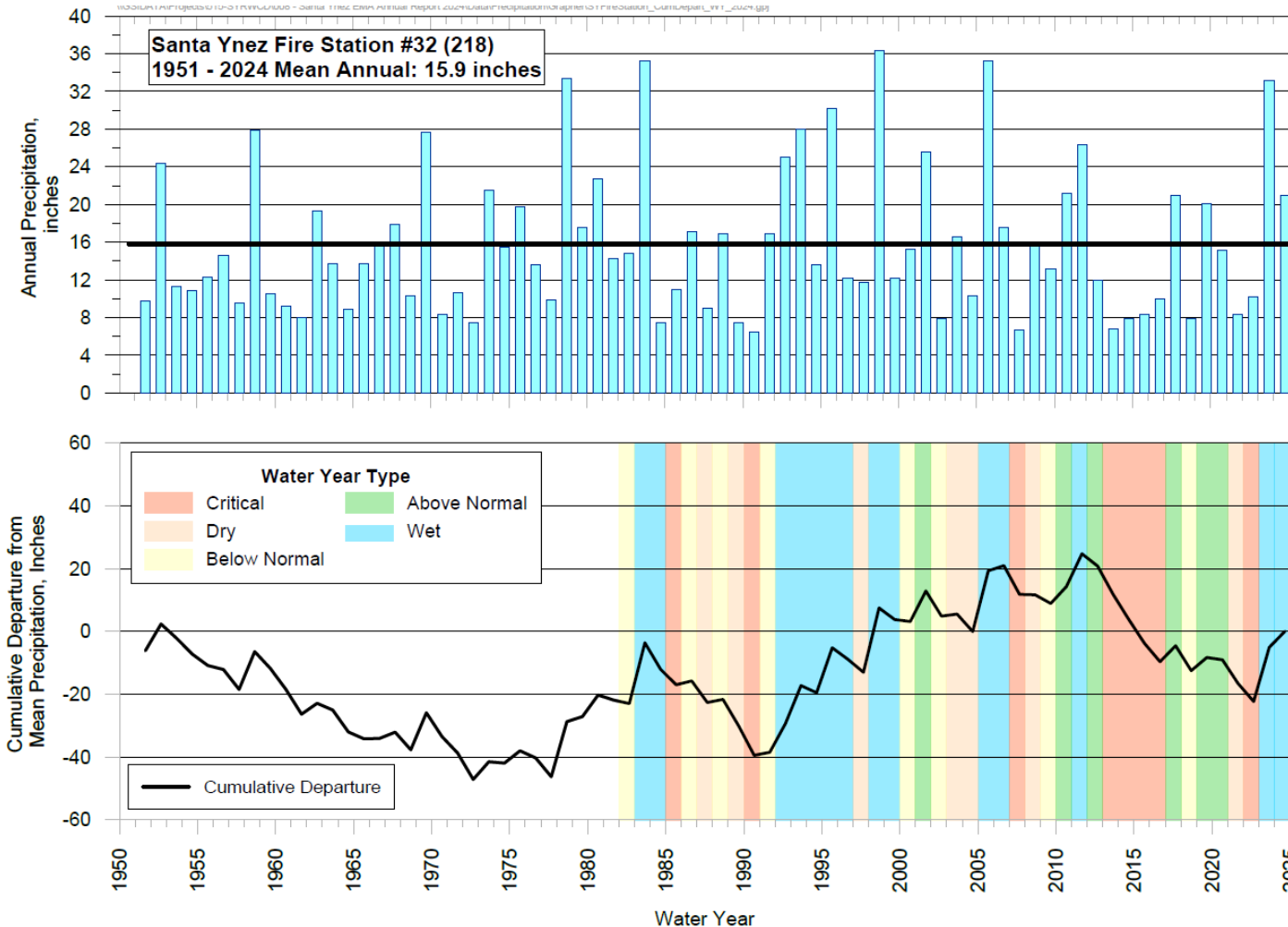
DWR Requirements

Description and presentation of:

1. Groundwater elevation
2. Groundwater extraction
3. Surface water supply
4. Total water use
5. Change in groundwater in storage
6. Progress towards implementing the Plan



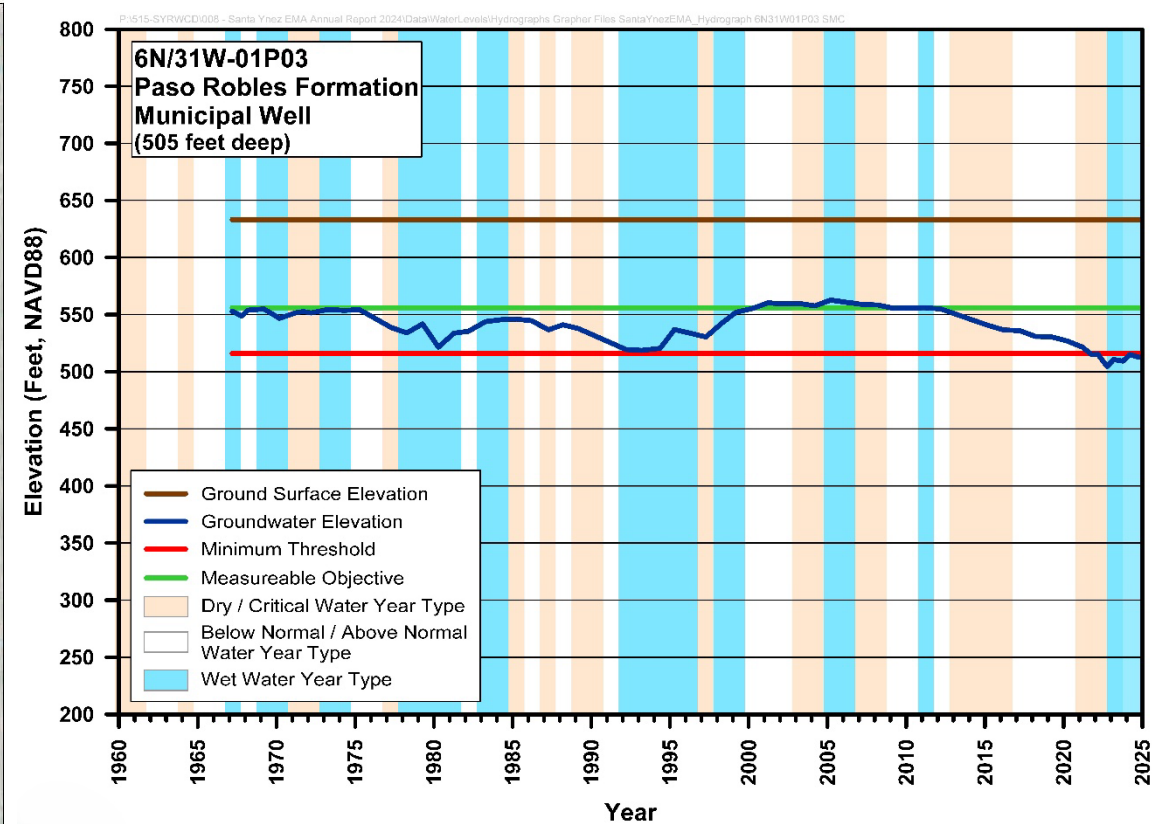
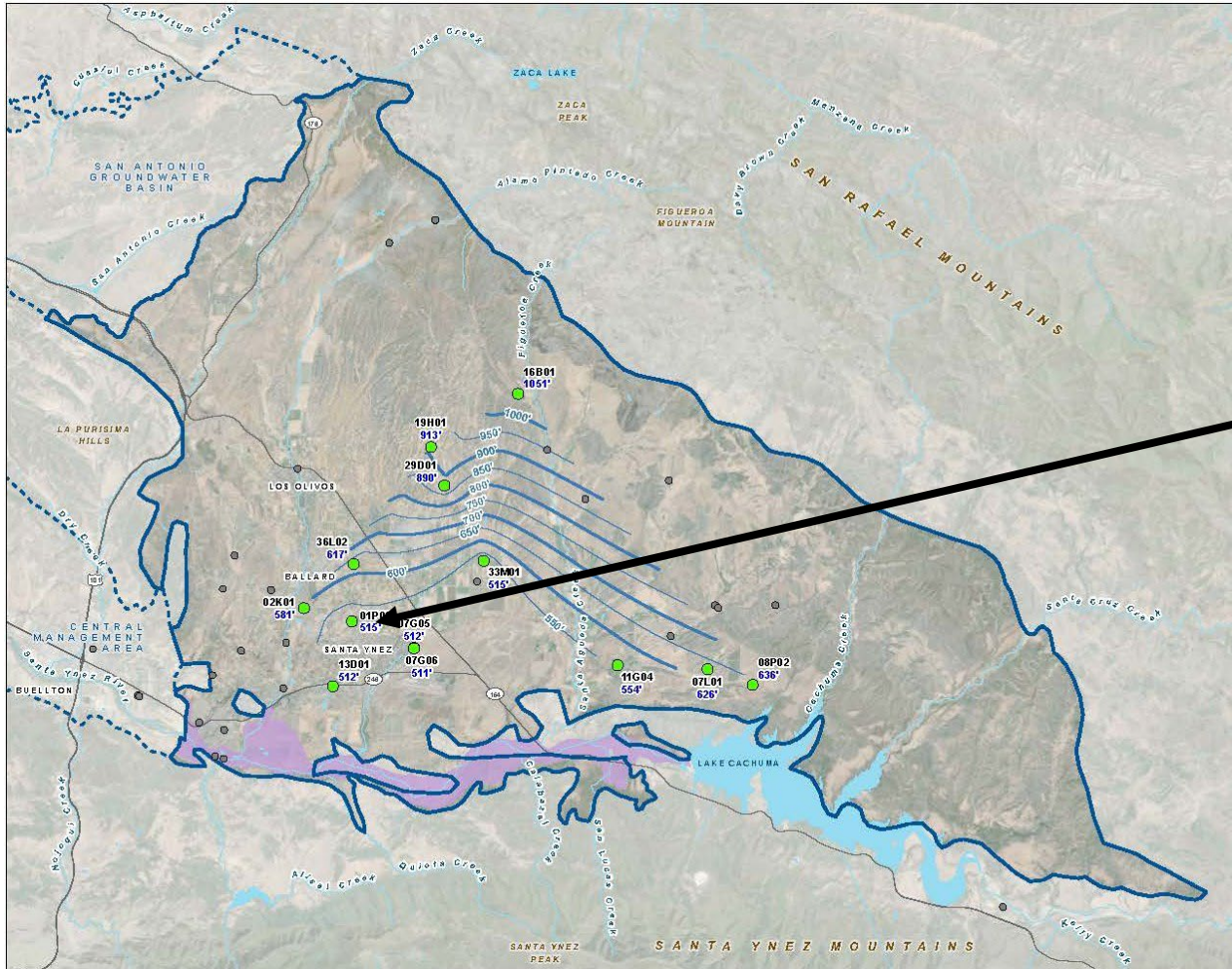
Water Year Types Since 2019



Water Year	Annual Precipitation (inches)	Water Year Type
2019	20.1	Above Normal
2020	15.1	Above Normal
2021	8.3	Dry
2022	10.2	Critical
2023	33.1	Wet
2024	21.0	Wet

- Calculated using latest DWR guidelines (2021)
- Each water year ranked against preceding 29 years
- Factors in precipitation from current and previous water year

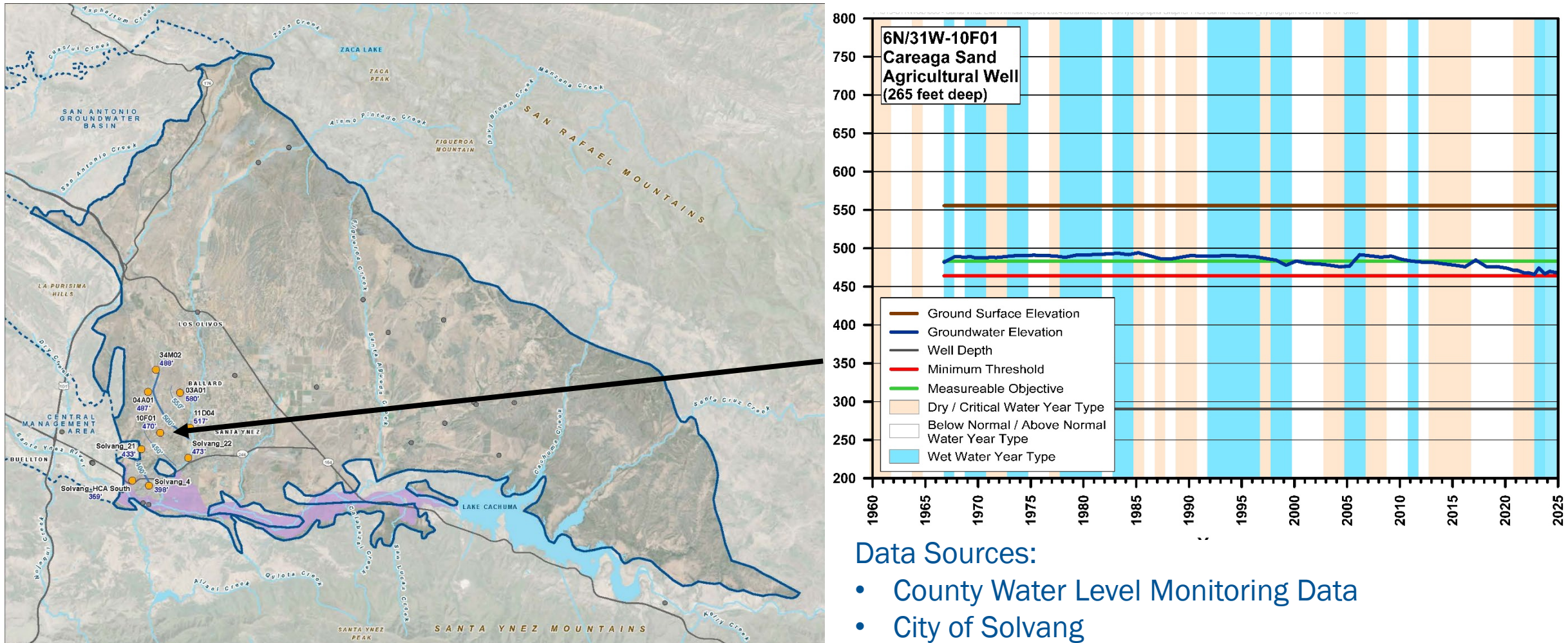
1. Groundwater Elevation – Paso Robles



Data Sources:

- County Water Level Monitoring Data
- ID No. 1

1. Groundwater Elevation – Careaga Sand



Data Sources:

- County Water Level Monitoring Data
- City of Solvang

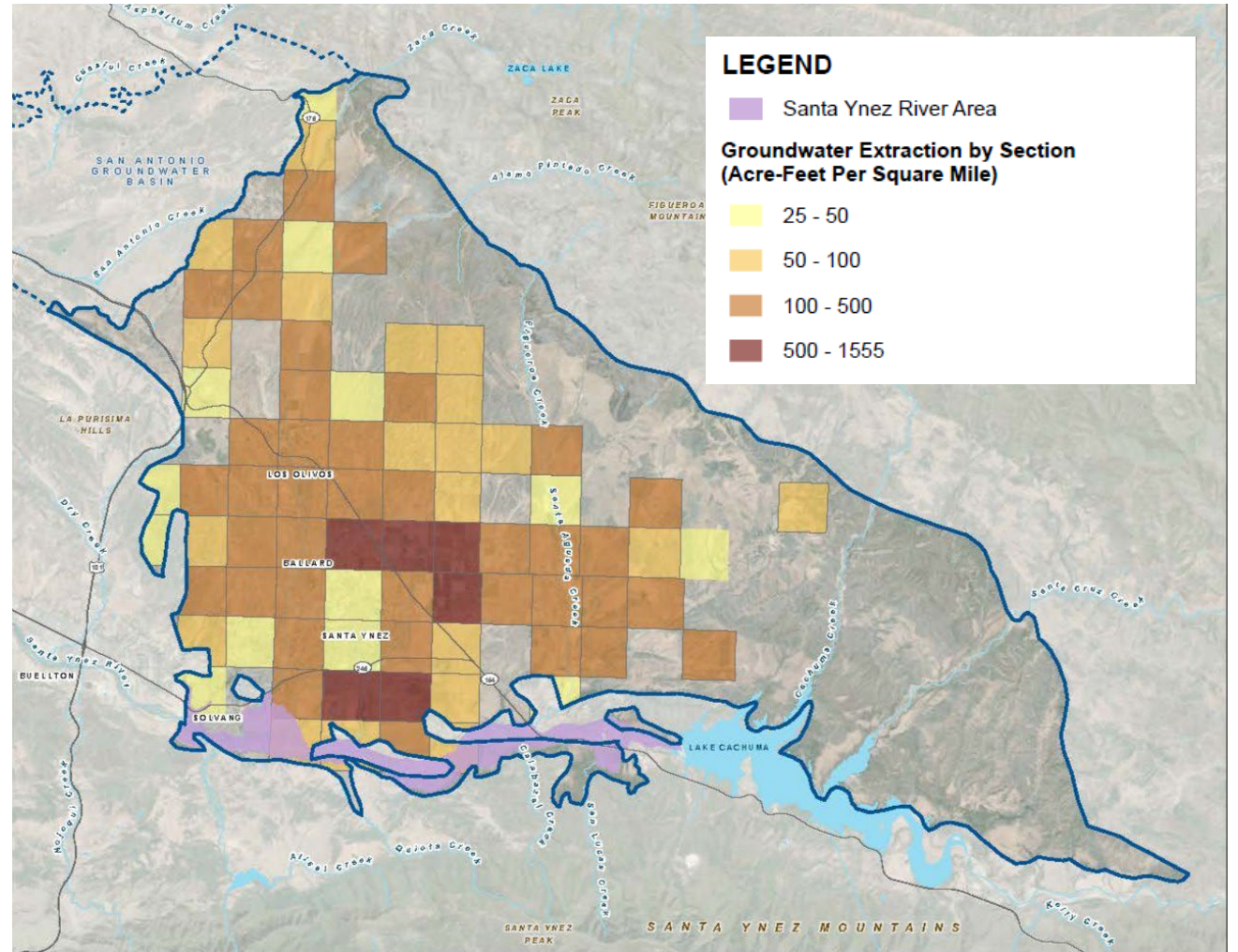
2. Groundwater Extraction

Water Year	Groundwater Extractions by Water Use Sector				Total (AF)
	Municipal / Reported Domestic	Small Public Water Systems	Rural Domestic	Agriculture	
2019	1,431	951	305	12,278	15,000
2020	1,880	957	307	11,812	15,000
2021	2,320	963	309	13,379	17,000
2022	2,516	969	311	13,264	17,060
2023	2,516	975	313	9,099	12,903
2024	2,076	981	315	9,436	12,808
Method of Measure	Provided by ID No.1 (metered), City of Solvang (metered), and SYRWCD (user reported)	Estimated based on population data	Estimated based on population data	Within SYRWCD: Reported Outside District: Estimated based on agricultural land use surveys, crop duty factor, and OpenET	

Values in acre-feet

2. Groundwater Extraction

Location and Volume of Groundwater Extraction (2024)



3. Surface Water Supply

Water Year	Imported Surface Water – State Water Project			River Well Sources	Total (AF)
	City of Solvang	ID No. 1	ID No. 1 Exchange		
2019	759	50	2,213	2,557	5,600
2020	745	315	1,740	2,281	5,100
2021	612	0	1,439	3,157	5,200
2022	590	0	544	3,380	4,500
2023	495	189	615	3,500	4,800
2024	808	0	1,753	3,457	6,000

Values in acre-feet

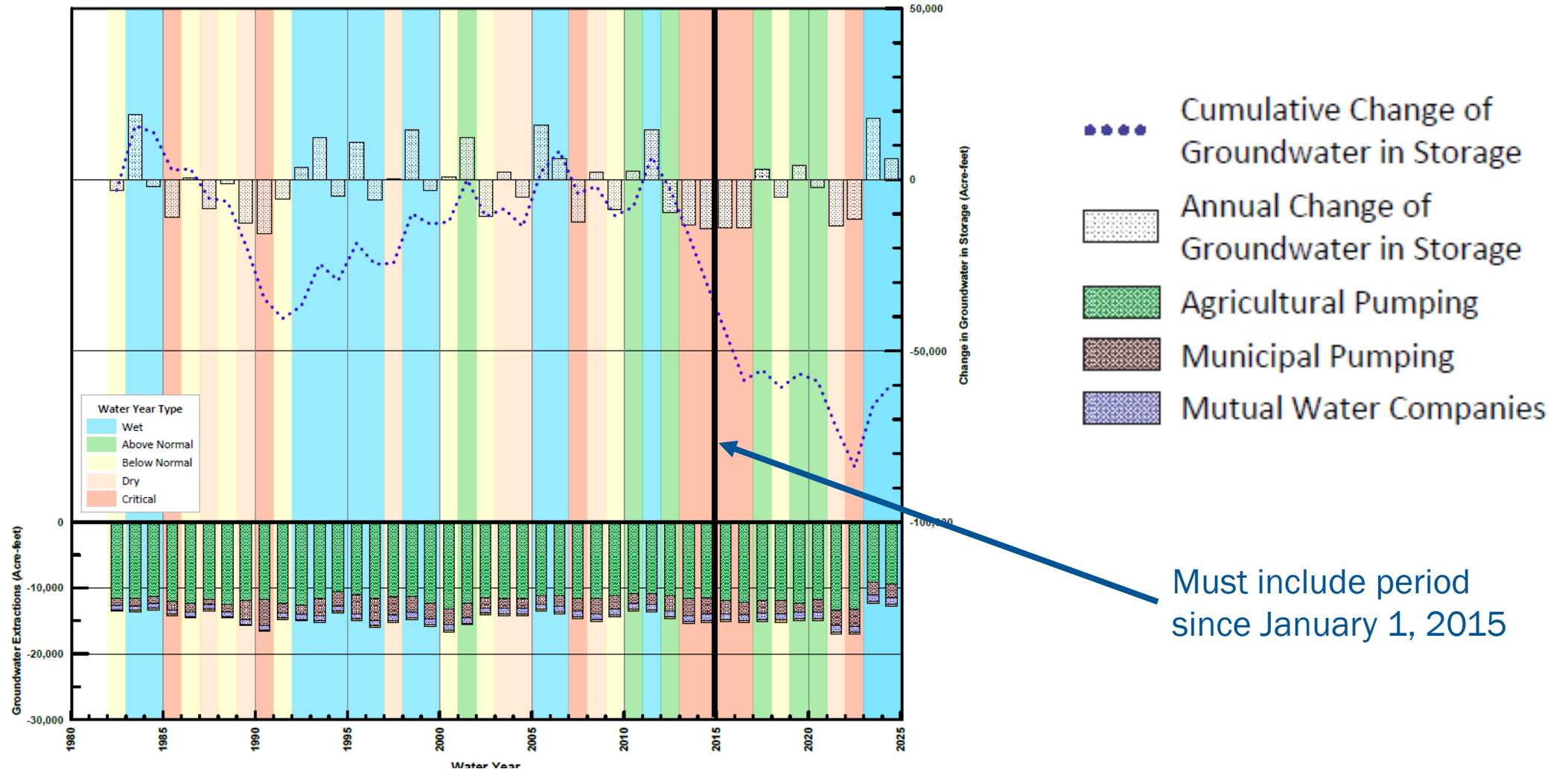
Surface water supply serves areas within the entire EMA including Santa Ynez Uplands (SGMA jurisdiction) and Santa Ynez River Area (SYRWCD jurisdiction)

4. Total Water Use

Water Year	Groundwater Use	Surface Water Use	Total (AF)
2019	14,965	5,579	20,500
2020	14,956	5,081	20,000
2021	16,971	5,208	22,200
2022	17,060	4,514	21,600
2023	12,903	4,799	17,700
2024	12,808	6,018	18,800

Values in acre-feet

5. Change in Groundwater in Storage



5. Change in Groundwater in Storage

Water Year	Water Year Type	Change in Storage (Paso Robles Formation)	Change in Storage (Careaga Sand)	Total Annual Change in Storage (AF)
2019	Above Normal	3,047	996	4,043
2020	Above Normal	-1,662	-477	-2,139
2021	Dry	-12,737	-825	-13,562
2022	Critical	-10,983	-495	-11,478
2023	Wet	17,677	307	17,984
2024	Wet	6,737	-623	6,114

Values in acre-feet

6. Progress Towards Implementation

Where do we stand relative to our sustainable management criteria (SMCs)?

Note: Undesirable result could occur when 50 percent of water levels in representative wells fall below Minimum Threshold for 2 consecutive years of average and above-average precipitation

Percentage of Representative Wells with Water Levels Below the Minimum Threshold

Water Year	Period	Paso Robles Formation Wells	Careaga Sand Wells
2019	Spring	0 %	0 %
2020	Spring	20 %	0 %
	Fall	55 %	N/A
2021	Spring	13 %	11 %
	Fall	50 %	22 %
2022	Spring	46 %	11 %
	Fall	62 %	33 %
2023	Spring	62 %	0 %
	Fall	50 %	22 %
2024	Spring	31 %	11 %
	Fall	38 %	11 %

6. Progress Towards Basin Sustainability

What is our progress towards implementing Projects and Management Actions?

- In progress:
 - Annual Reporting
 - Rate Study
 - 5-Year Update
 - Water Use Efficiency Strategic Plan
 - Enhanced survey for potential GDEs
 - Filling identified data gaps
 - Registering and metering wells
 - Reporting metered production
 - Implementing a revenue-generating fee program
 - Developing new and expanding existing water use efficiency programs for implementation within the EMA

6. Progress Towards Basin Sustainability

Implementation Schedule

- Tonight's meeting introduces the EMA portion of the joint annual report
- March 7, 2025: Joint meeting to approve joint annual report
- March 17–21, 2025: Submit annual report to DWR

Thank you!

Tim Nicely
GSI Water Solutions, Inc.
tnicely@gsiws.com



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

REQUEST FOR PROPOSAL (RFP)
FOR HYDROGEOLOGIC CONSULTING SERVICES

DEADLINE FOR SUBMISSION

Deadline for all submissions is March 14, 2025, 5 PM

Please send your submission via email to:

Bill Buelow at bbuelow@syrrwcd.com with copy to

Dan Heimerl at danheimerl@ConfluenceES.com

All questions should be submitted in writing via email to the addresses listed above.

If there is any issue with delivery via email, please contact Bill Buelow at 805-693-1156 for alternate instructions.

INTRODUCTION

The three Groundwater Sustainability Agencies (GSA) in the Santa Ynez River Valley Groundwater Basin (Basin) are seeking a single proposal (RFP) from qualified firms to provide hydrogeologic design and construction monitoring services for the installation of three monitoring wells and two piezometers at up to six different locations in the Basin.

BACKGROUND

The Basin is designated as a medium-priority basin and is subject to SGMA. Public agencies in the Basin created three GSAs representing the three main areas of the Basin (Western, Central, and Eastern Management Area). Groundwater Sustainability Plans (GSPs) for each management area were submitted to the California Department of Water Resources for review in January of 2022. All three GSPs were approved by DWR in January 2024.

The three GSAs were awarded grant funding through *The State of California Department of Water Resources Proposition 68 Grant (Prop 68 Grant)* to implement their respective Groundwater Sustainability Plans in the Basin as a single project with eight (8) different components (Project). The Santa Ynez River Water Conservation District (SYRWCD) is the grantee on behalf of the three GSAs. SYRWCD entered a grant agreement with *The State of California Department of Water Resources (Agreement Number*

4600015265) for the Sustainable Groundwater Management Act Implementation Grant (Prop 68 Grant). Subsequently the three GSAs entered into a *Sub-Grant Agreement with SYRWCD* to execute the Prop 68 project, components and various requirements stated in the Grant Agreement.

PROJECT SCOPE

The consultant will be performing certain tasks as part of Component 5 of the Project. Component 5 addresses data gaps identified in each of the three GSPs. The consultant will be responsible for Tasks 4, 5 and 6 of Component 5, which includes the preparation of grant required deliverables for well installation activities completed in each of the GSAs as described below.

The consultant will perform network planning and design, contractor bidding, oversight of the drilling contractor, well construction, and development of one new deep monitoring well in each GSA (a total of three new deep wells), and three shallow monitoring wells (piezometers). Two piezometers will be installed in the EMA and one (1) piezometer installed in the CMA. The consultant will also provide oversight of down well video logging at up to 20 locations. The exact number of wells for video logging will be confirmed in another task, and this will be provided to the Consultant.

It is expected that the monitoring wells will be drilled to an approximate depth of 700 feet in the EMA and 300 feet in the WMA and CMA. The piezometers will be drilled to a depth of less than 100 feet deep in the EMA and CMA. The task outline below describes the work.

- Component 5, Category (b), Task 3 [Monitoring Network Planning and Design]:
 - **Scope items from Grant Work Plan:** “Prepare preliminary design plans for all monitoring well sites showing property boundaries, proposed monitoring well locations, and preliminary monitoring well design. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.”
 - **Grant Required Deliverables:**
 - Technical memorandum summarizing site specific information, new monitoring wells, and piezometers.
 - Preliminary design plans and specifications (monitoring wells and piezometers)
 - **Notes:** Completion of three (3) new deep monitoring wells, one in each of the three GSAs, and three (3) shallow monitoring wells, two (2) in the EMA and one (1) in the CMA . It is expected that the monitoring wells will be drilled to an approximate depth of 700 feet in the EMA and less than 300 feet in the WMA and CMA. The piezometers will be drilled to a depth of less than 100 feet deep in the EMA and CMA. The general locations of the new monitoring wells and piezometers and specific depths at each location will be determined in a prior task, and these will be provided to the Consultant.
- Component 5, Category (c), Task 4 [Advertise, Bid & Award]:
 - **Scope items from Grant Work Plan:**

- “Prepare finalized design plans and specifications for the drilling and video logging contractor. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items.
 - Publicly advertise bid in accordance with the in accordance with the provisions of Chapter 2 of Part 3, Division 2 of the California Public Contract Code, the Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000, et seq.), and prepare an engineer’s estimate. All bids received by the submittal date will be reviewed.
 - Send a ‘Notice of Intent to Award’ to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed. This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed”.
 - **Grant Required Deliverables:**
 - Final design plans and technical specifications (monitoring wells and piezometers)
 - Proof of Advertisement
 - Bid Documentation
 - Notice of Award
 - Notice to Proceed
 - **Notes:** It is expected that a single drilling contractor will be selected to perform the required Tasks 4, 5 and 6 work, basin wide.
- Component 5, Category (c), Task 5 [Monitoring Well and Equipment Installation]:
 - **Scope items from Grant Work Plan:**
 - “Install the three (3) deep monitoring wells and three (3) piezometers identified in Task 3.
 - Prepare a health and safety plan and traffic control plan(s), prior to construction, as necessary. Submit a Health and Safety Plan prior to construction.
 - Access to the drilling location will be the responsibility of the GSA.
 - Manage the construction to verify completion is on schedule and consistent with the specifications.
 - Summarize construction activity in the quarterly Progress Reports including descriptions of any change orders. Photo-document pre-construction,

construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports¹.

- Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the 100% design plans and specifications.”
- **Grant Required Deliverables:**
 - Health and Safety Plan, as required
 - Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
 - Record drawings and as-builts
 - Proof of equipment and materials purchased
 - Monitoring Well Completion Reports, as required
 - Certification of Completion Letter
 - Acknowledgement of Credit signage

¹ – Quarterly Progress Reports are the responsibility of EKI under Component 1 [Grant Administration]. It is expected that Consultant will provide the required reporting materials to EKI in a timely fashion.

- Component 5, Category (d), Task 6 [Monitoring Network Field Screening]:
 - **Scope items from Grant Work Plan:**
 - “Update Monitoring Networks to comply with SGMA reporting standards.
 - Perform surveying or video logging by collecting site specific information for up to 20 Representative Monitoring Wells (geographic locations, total well depth, depth interval(s) of perforations, and elevation of the measurement point for water level readings), as needed.”
 - **Grant Required Deliverables:**
 - Technical memorandum summarizing updates to the Monitoring Network
 - Well Survey Report(s) and/or Video Logging Report(s), as required

ORGANIZATION AND CONTENTS OF PROPOSALS

At a minimum, please provide the following information in support of your response to this RFP. Note that straightforward pertinent information is encouraged rather than general company brochures. Please limit your response to 15 pages (excluding any attached resumes).

General Firm Information

Please provide information on your firm's location, number of employees, years in business, etc.

Applicable Experience

Please provide a description of your firm's recent and relevant experience related to the types of activities listed in the scope of work above. Please provide a description of your firm's specific experience in relevant areas over the last five (5) years for three (3) relevant projects. A description of each project should include:

- When the work was performed, including the duration of the project;
- The client for whom the work was performed (unless confidential; if so, please note as such);
- A general description of the scope of work;
- The outcome of the project, i.e. did the project meet its objectives?
- Contact information, including a telephone number and email address, of the project manager, and key team members associated with the project.

Project Team Information

Please identify the personnel from your firm that will be directly involved in providing services to the GSA. Please provide resumes with relevant experience. The consultant may be a team of different firms and if so, identify the firms in the team and principal point(s) of contact. Consultants may also utilize sub-consultants and if so, please identify the sub-consultants. If the proposal is a team approach and/or includes sub-consultants, please provide the estimated percentage of the overall effort in terms of projected costs for each team member or sub-consultant.

Project Approach

Please provide a discussion of your firm's ideas with respect to implementing the project scope in a cost-effective and timely manner. Please present your perspective on key priorities, and potential risk factors and their mitigation.

GENERAL REQUIREMENTS

All submitters are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The submitter understands and agrees to the following:

- A. The GSA reserves the right to negotiate with any qualified source.
- B. The GSA reserves the right to reject any or all submittals for any reason or for no reason at all.
- C. The GSA reserves the right to request further information from the submitters either in writing or orally. Such request will be addressed to that person or persons authorized by the submitter to represent the submitter.
- D. The GSA reserves the sole right to judge the submitters' representations, either written or oral.
- E. Submitters understand and agree that a submittal constitutes acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP.
- F. False, incomplete, or unresponsive statements in connection with a submittal may be sufficient cause for the rejection of the submittal. The valuation and determination of the fulfillment of the above requirements will be the GSA's responsibility and its decision shall be final.
- G. The GSA reserves the right to interpret or change any provisions of this RFP at any time prior to the submission date. Such interpretations or changes will be in the form of an addenda to this RFP.
- H. All submittals in response to this RFP will become the exclusive property of the GSAs. At such time as the GSA's consultant selection appears on the GSA Board Agenda, all such submittals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each submittal which are defined by the submitter as business or trade secrets and so marked as "confidential" or "proprietary". The GSAs shall not in any way be liable or responsible for the disclosure of any such submittals (or any part thereof) if disclosure of any such submittal or any part thereof is required under the Public Records Act.
- I. The GSAs shall not in any way be liable for any costs incurred in connection with the preparation of any submittal in response to this RFP.

Proprietary Statement

Firms submitting qualifications must provide a statement that nothing contained in the submittal or subsequent interview (if applicable) is proprietary, however, if proprietary information is included, a statement should be provided identifying any specific information which the consultant contends is proprietary or confidential and the basis for such a claim.

Insurance

In a table, confirm the Consultant's and sub-consultant's (if applicable) ability to secure insurance coverage (including comprehensive general liability, automotive liability, and workers compensation).

Consulting Rates and Other Costs

Please provide information regarding personnel rates and any other unit costs that may be applied for this project (e.g. copies, computer usage, travel, etc.).

SELECTION AND APPROVAL PROCESS

The three GSAs will select one qualified consultant as per the requirements of the Public Contract Code (attached).

Prior to the award of a contract the GSAs may schedule a meeting with selected consultants to provide the consultant with an opportunity to describe their qualifications with the GSA Board of Directors or a committee thereof, and to answer questions regarding the consultant's qualifications.

An award of contract may be given to the consultant who provides the best overall response to the requirements of this RFP. The GSAs may select whichever consultant it determines will best serve its interests. Upon completion of the evaluation process, initial discussions may be conducted between the GSAs and consultants to clarify the scope of services, staffing schedules, level of effort, and contract costs. The GSAs will then enter final negotiations with the selected consultant with the intent of agreeing on a mutually acceptable contract.

A contract is expected to be developed between the three GSAs and the selected Consultant. Attached is a sample Terms and Conditions for the contract.

INTENT TO SUBMIT, DUE DATES, AND CONTACT INFORMATION

If interested in this project, please send your **intent to submit** via email no later than 5 PM Friday February 28, 2025, and your **proposal package** via email no later than 5 PM, Friday March 14, 2025.

All correspondence should be sent to the following:

Dan Heibel, Executive Director EMA GSA, danheibel@confluencees.com

Bill Buelow, Executive Director and Plan Manager CMA and WMA GSAs,
bbuelow@syrrwcd.com

Please contact Dan Heibel and Bill Buelow via email if you have questions or for additional information on this solicitation.

ATTACHMENT

Sample Terms and Conditions

1. TERMS AND CONDITIONS

1.1 ENGAGEMENT OF COMPANY

Company agrees to furnish services as stipulated herein, in accordance with the terms and conditions contained herein including the attached Proposal. Company will supply all labor, tools, equipment, materials, and expertise required to complete the services in a timely and workmanlike manner consistent with industry standards and the Grant Agreement. Company agrees to perform the work in accordance with the terms and conditions of this contract, the forms attached hereto and incorporated herein by reference, and all applicable laws, rules and regulations in effect at the time the services are provided.

1.2 TIME PERIOD

Company shall complete the work required herein in accordance with the schedule contained in the Proposal or as negotiated at the meeting between the GSA(s) and Company after receipt of a fully executed purchase order, contract, or other Notice to Proceed where applicable. Time extensions will be granted, as reasonable, if Company's performance of services is delayed by reason of strikes, boycotts, accidents, acts of God, weather, or other circumstances beyond Company's control.

1.3 OTHER AGREEMENTS OR UNDERSTANDINGS

To the extent the terms and conditions herein are inconsistent with the terms and conditions contained in Company's proposal, the terms and conditions in this document shall govern. There are no understandings or agreements except as herein expressly stated.

1.4 PAYMENT FOR SERVICES

The GSA will remit payment following receipt of invoice after internal validation and acceptance. If an invoice is in error, the GSA will pay the accurate amount of the invoice, or the invoice will be returned to the Company for correction and reissue.

Payment for services received shall be made in accordance with the payment schedule and payment terms contained in this Proposal or as negotiated by GSA and Company. Payment is deemed to be made on the date of mailing of the check.

The Company shall email invoices referencing the appropriate contract number to:

[TBD]

[TBD]

[TBD]

1.5 RIGHT TO WITHHOLD PAYMENT

The GSA may withhold or nullify the entire payment, or a portion of any payment

due to Company to such extent as may be reasonably necessary to protect GSA from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; or
- C. Failure of Company to make payment properly for labor, services, materials, equipment, or other facilities or to Subcontractors; or
- D. Damage to other work on property; or
- E. Failure of the Company to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

1.6 CHANGE ORDERS

Change Orders are defined as additional work and/or changes to the scope of this Request for Proposal. Change Orders may be required and ordered in writing by the GSA with agreement by Company. No Change Orders shall be authorized by the GSA unless a request therefore is submitted in writing to GSA with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without written authorization will not be approved for payment.**

1.7 ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the GSA. Any attempt by the Contractor to assign or subcontract any portion of this contract without the express written consent of GSA shall be invalid and shall constitute a breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.
- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the GSA.
- C. No other Subcontractor other than those listed on the **List of Subcontractors Form** shall be permitted to perform services under this contract without the express written consent of the GSA.
- D. The request for assignment or subcontract and the GSA's approval or disapproval is not to be construed as an excuse for non-compliance with any

other provision of law and the signed contract, including but not limited to the “Subletting and Subcontracting Fair Practices Act” or any other contracting requirements relating to substitution of subcontractors.

- E. In the event that the Company shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver by appointed of Company’s property or business, the GSA may, at its option, cancel this contract.

1.8 STATUS OF COMPANY

Company will be considered for all purposes an independent Contractor and will not at any time directly or indirectly act as an agent, servant or employee of the GSA or make any commitments or incur any liabilities on behalf of the GSA without its express written consent. All personnel furnished by Company will be employees of the Company and Company will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such personnel, and will carry Worker’s Compensation Insurance for such personnel. Neither Company nor any of his/her employees or agents shall have any claim under this contract or otherwise against the GSA for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, unemployment insurance benefits or other employee benefits of any kind.

1.9 LICENSING AND PERMITS

Company shall be licensed, as required, in accordance with the laws of this state. Company further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of goods/services hereunder and required by the laws and regulation of the United States, State of California, the County of Santa Barbara and all other appropriate governmental agencies and shall maintain these throughout the term of this Contract.

1.10 WARRANTY

- A. Company warrants that all Services performed under this Agreement shall be performed in a competent manner in conformance with the GSA’s specifications and all applicable professional standards and that all equipment, materials and supplies provided hereunder or used in connection with the performance of such Services shall be of first rate quality, in strict compliance with the GSA’s specifications and any and all applicable industry standards, and free of defects in design, workmanship, and materials.
- B. If the Services do not meet the warranties specified herein, Company shall promptly correct, without expense to the GSA, all Services which are not completed to the reasonable satisfaction of the GSA, and all specifications, drawings, or instructions set forth in or referenced in the Order(s). Company

shall re-perform the Services and repair or replace all equipment, materials, and supplies, and make all corrections of Services, equipment, materials and supplies, including disassembly and reassembly, which do not conform to the foregoing warranties, upon written notice thereof anytime such defects appear within twelve (12) months after the GSA's acceptance of the Services performed hereunder.

1.11 NON-DISCRIMINATION IN EMPLOYMENT

Company shall not discriminate against any worker, employee, or applicant for employment because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation. Company agrees upon request to provide GSA with Certificate of Submission of Current Compliance Report or Compliance Report Notification.

1.12 PAYMENT OF SUPPLIERS

Company shall pay all sums of money that become due from any labor, services, materials, or equipment furnished to Company on account of said services to be rendered or said material to be furnished under this contract. Company shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Company shall provide, and unconditional waiver and release form as authorized by Civil Code Section 8138, signed by each material supplier and Subcontractor involved on the project.

1.13 NON-PERFORMANCE OF DUTIES

Should GSA find the Company in default by not performing duties as per requirements, GSA will promptly notify the company's representative verbally. If corrections are not made within five (5) working days of verbal notice, GSA will then notify Company in writing of non-performance. If corrections are not made within five (5) working days of written notice, GSA may terminate the contract with cause.

1.14 TERMINATION

This contract may be terminated for any reason set forth below:

A. With Cause

In the event of any breach by the Company of the conditions set forth in this contract, including any non-performance of duties, GSA may, without prejudice to any of its legal remedies, terminate this contract for cause upon five (5) days written notice to the Company. Upon contract termination, GSA reserves the right to complete the work at its convenience and timing as deemed necessary. GSA may procure the articles or services from other sources and may deduct from any unpaid balance due the other sources, together with GSA's legal and administrative expenses, to the extent GSA total cost exceed the contract price hereunder.

B. Without Cause

GSA reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience for any reason whatsoever, and at any time upon written notice to the Company. In the event of such termination, GSA's only obligation to Company will be payment for goods received or services rendered up to and including the effective date of termination performed in accordance with the requirement of this contract. GSA shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.

1.15 HOLD HARMLESS AND INDEMNIFICATION

The three GSAs, and their agents, officers and employees, shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Company. To the fullest extent permitted by law, Company hereby agrees to indemnify and hold harmless and defend the three GSAs and their authorized agents, officers and employees against any of the foregoing liabilities, claims, and/or any costs or expense that is incurred by any of the three GSAs on account of any of the foregoing liabilities, including liabilities or claims by reason of Company's action in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from the GSAs sole negligence or willful acts. All rights and remedies of the three GSAs specifically set forth in this section shall be in addition to any other rights and remedies provided in law or in equity.

1.16 FORCE MAJEURE

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work and acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that nonperformance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Company's control and not foreseeable is established, GSA may grant Company a reasonable extension of time to complete the work. GSA shall be advised immediately in writing and a definite delivery or completion date shall be proposed for GSA's consideration. In no event shall Company be excused for any inability to obtain goods or services necessary for Company's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at GSA's discretion and solely for the purpose of mitigating

damages.

1.17 SEVERABILITY

If any of the provisions contained herein are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

1.18 GOVERNING LAW AND VENUE

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Santa Barbara County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

1.19 WORK PRODUCT

All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of Company created by Company pursuant to this contract, except documents which are required to be filed with public agencies, shall be deemed solely the property of GSA. Company will take such steps as are necessary to perfect or protect the ownership interest of GSA in such Work Product. Company hereby assigns and transfers to GSA all right, title and interest in all copyrights, patents, trademarks, trade secrets and other proprietary rights ("Intellectual Property") in the Work Product that Company develops for GSA under this Contract. Upon completion, expiration or termination of this contract, Company shall turn over to GSA, in GSA's preferred format, all such original Work Product in Company's possession or control.

1.20 PATENT FEES AND ROYALTIES

Company shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent right or copyrights held by others. Company shall indemnify and save harmless GSA from all liabilities, judgements, costs, damages, and expenses which may result from the infringement of any patents, trademarks, and copyrights by reason of the use of any proprietary materials, devices, equipment, or processes incorporated or used in the performance of the work.

1.21 CONFIDENTIAL/PROPRIETARY INFORMATION

Be advised that all information contained in proposals submitted in response to this solicitation is subject to the California Public Records Act (Government Code Sections 6250 et seq.), and the information's use and disclosure are governed by this Act. Government Code Section 6250 provides that "access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state." As such, all proposals and required submittal

information may be subject to disclosure to the general public under the California Public Records Act, unless specifically identified as trade secret, proprietary, and/or confidential. Only pages within each proposal and/or submittal that are in fact a trade secret, proprietary, and/or confidential shall be marked as such. GSA reserves the right to reject any proposal received which does not meet the aforementioned criteria.

Proposers may provide supplemental information they consider to be exempt from public disclosure under the provisions of the California Public Records Act, including asserted "trade secret" information. Such supplemental information shall not be material to the required submittal information and GSA shall be under no obligation to consider such supplemental information in its evaluation. Please be advised that any such supplemental information submitted to GSA is subject to the California Public Records Act and may be released by GSA as required by the Act, a court order, or other legal process.

If submitting confidential, supplemental information, such information shall be submitted separately from the rest of the submittal and shall be clearly marked "Confidential". Any confidential/proprietary submittals will be considered as exceptions and scored as such in the contractual selection criteria.

The following California Civil Code provision defines "trade secret" as information that:

1. derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
2. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Additionally, California courts have consistently held that when individuals or businesses voluntarily enter into the public sphere, they diminish their privacy interests. (California State Univ. v. Superior Court (2001) 90 Cal.App.4th 810, 834.).

In the event of litigation concerning the disclosure of information Proposer considers exempt (e.g., Trade Secret, Confidential, or Proprietary) GSA shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If GSA is named in an action arising out of a California Public Records Act request for any information Proposer deems confidential, proprietary, or trade secret, Proposer shall defend at its own expense and indemnify GSA, its officers, employees, and agents from any and all liability, claims, losses, damages, costs, and expenses, including attorney's fees, in any such action or proceeding arising under the California Public Records Act

1.22 DISPUTES

If any disputes should arise between Company and GSA concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Company shall nevertheless proceed to perform the work as directed by GSA pending settlement of the dispute.

1.23 ATTORNEYS' FEES

In the event an action is commenced by a party to this contract against the other to enforce its right or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorney's fees.

1.24 INSURANCE

Company shall not commence work under this contract until company has provided GSA with the required policies of insurance as described in Section 1.31 and valid Certificate(s) of Insurance and additional insured endorsements for said policies of insurance. Company shall immediately notify GSA of any damage to property and/or injury to, or death of, person(s), which occurs in connection with or is in any way related to the work. Company shall furnish GSA a written report of any such damage or injury within three (3) working days.

A. WORKER CLASSIFICATION

Company agrees to provide worker classification information to assist GSA in completion of Contract award notice to Department of Industrial Relations.

1.25 NOTICE TO PROCEED

No services shall be performed or furnished under this contract unless and until an authorized contract has been issued to the successful company and has been fully executed by both parties. Said fully executed contract shall serve as the notice to proceed.

1.26 LEGAL COMPLIANCE

The Company shall comply with all requirements of applicable Federal, State and local laws, rules and regulations. Any infractions of said laws, rules and regulations by the Company during the term of the contract, which result in penalties, will be the responsibility of the Company.

1.27 INSURANCE REQUIREMENTS

A. COMPREHENSIVE GENERAL LIABILITY

Company shall procure and maintain in full force and effect during the performance of work and services pursuant to this Agreement, comprehensive

general liability and property damage insurance covering its performance of work and services under this Agreement in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage.

B. WORKERS' COMPENSATION

Company shall procure and/or maintain in full force and effect during the performance of work and services pursuant to this Agreement workers' compensation insurance covering its employees in performance of services under this Agreement in an amount required by law by not less than One Million Dollars (\$1,000,000) coverage.

C. PROFESSIONAL LIABILITY

Company shall procure and/or maintain in full force and effect during the performance of Services pursuant to this Agreement professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) coverage.

D. GENERAL PROVISIONS

Prior to the performance of work and services under this Agreement and at any time thereafter, upon request by the GSA, Company shall provide the GSA with Certificates of Insurance and endorsements evidencing the above coverages and the three GSAs, and their respective officers, directors, employees and agents, as additional insureds. Each Certificate of Insurance shall provide thirty (30) days' advance written notice to the GSA of any change or cancellation of insurance that is required under this Section. The foregoing insurance coverage shall not limit and shall provide coverage for the indemnification obligations of Company as set forth in this contract, and the failure to maintain said coverages and listings shall constitute a material breach of this Agreement. The insurance provisions shall apply to Company's subcontractors unless waived or modified in writing by the GSA and other listed insureds as applicable.

TO: SYRVGB EMA GSA Board of Directors

FROM: Steven O'Neill, General Counsel

DATE: February 27, 2025

SUBJECT: Item 7 – Review and Consider Approval of Proposed Contract Amendment for EMA GSA Prop 68 Grant Implementation Support

Purpose

The purpose of this report is to provide the Board of Directors (“Board”) of the Santa Ynez River Valley Groundwater Basin (“Basin”) Eastern Management Area Groundwater Sustainability Agency (“EMA GSA”) with an amendment to the EMA GSA’s agreement with Confluence Engineering Solutions (“Confluence”). The proposed amendment will allow Confluence to coordinate and oversee certain tasks necessary to successfully implement the Proposition 68 Grant Implementation Work Plan (Grant Work Plan).

Background

The Santa Ynez River Water Conservation District (“District”) Board, on behalf of the EMA GSA and the other GSAs in the Basin, submitted an application to the California Department of Water Resources (“DWR”) to obtain a grant under the 2021 Prop 68 Round 2 Sustainable Groundwater Management Grant (“Prop 68 Grant”) to support implementation of Groundwater Sustainability Plans (“GSPs”). The grant application was accepted and awarded subject to a prime Grant Agreement between DWR and the District dated January 19th, 2024. The prime Grant Agreement includes a Work Plan detailing activities and required deliverables for each grant Component. On September 27th, 2024 the EMA GSA executed an agreement (“Agreement”) with Confluence to provide executive director services. The proposed amendment expands the scope of services in the Agreement to include oversight and coordination of Grant Work Plan implementation.

Discussion

To support the EMA GSA in completing its portion of the Prop 68 Grant, EMA GSA Staff prepared and presented an Implementation Plan, which was developed through collaboration with representatives from the other Santa Ynez River Valley Groundwater Basin GSAs and presented at the December 19th, 2024 Board Meeting. The proposed amendment expands the scope of services in the Agreement to include oversight and coordination of Grant Work Plan implementation. The expanded scope of services is included in the attached First Amendment to the Confluence contract. The budget estimate for the expanded scope of services is \$169,426 and is based on the projected level of effort to support Grant Work Plan implementation through the remainder of Fiscal Year 2024/25 (current Executive Director agreement duration). Additional proposals to support completion of the Implementation Plan will be presented to the Board at future meetings.

Recommendation

Review and consider approval of the proposed amendment.

FIRST AMENDMENT TO AGREEMENT BETWEEN SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY (“EMA GSA”) AND CONFLUENCE ENGINEERING SOLUTIONS (“Confluence”)

This First Amendment is made and entered in to this _____ day of _____, 2025, (“Effective Date”) by and between EMA GSA and Confluence. EMA GSA and Confluence are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

A. The EMA GSA and other groundwater sustainability agencies in the Santa Ynez River Valley have obtained a grant under the 2021 Prop 68 Round 2 Sustainable Groundwater Management Grant (“Prop 68 Grant”) to support implementation of Groundwater Sustainability Plans (“GSPs”).

B. The Prop 68 Grant identifies several different project components which grantees have to implement, which are intended to help achieve sustainability in local groundwater basins, and includes a Work Plan detailing activities and required deliverables for each grant component.

C. On October 1, 2024, the EMA GSA entered into a contract with Confluence pursuant to which Confluence would provide executive director services (“Original Agreement”). EMA GSA and Confluence now desire to amend the Original Agreement by expanding the scope of services to include oversight, coordination, and implementation of the Work Plan, and to increase compensation to Confluence for the performance of such services..

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions and promises contained in the Original Agreement, the Parties mutually agree as follows:

AMENDMENT

1. Section 5.1 of the Original Agreement is amended by expanding the Scope of Services identified in Exhibit A to the Original Agreement to include the following services:

[Component 2] Well Extraction Measurement Demonstration Projects and Basin Reporting Program

Category (b) Environmental / Design/ Engineering

Task 1 Environmental Compliance and Permitting

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

Task 3 Demonstration Project Development

- Lead site selection and landowner coordination for development of three (3) Demonstration Project sites in the EMA.

Assumption: EKI is responsible for preparing the Grant Work Plan required technical memorandum summarizing development of demonstration projects.

Task 4 Basin-Wide Groundwater Extraction Measurement Program

- In coordination with the other Management Areas (MA) support development of a basin-wide groundwater extraction measurement program consistent with the requirements of the Prop 68 Grant Work Plan. Deliverables include:
 - Preparation and submittal of draft Implementing Rules and Regulations Document to the DWR Grant Manager for review and concurrence.
 - Finalization of the Implementing Rules and Regulations Document.
- Design and implement a well registration program for 'white area' in the EMA.

Category (c) Implementation / Construction

Task 5 Demonstration Projects

- Lead the following activities in the EMA
 - Landowner coordination and equipment vendor/contractor coordination as required for installation and operation of Demonstration Project equipment,
 - Evaluation of the Demonstration Project acquired datasets to determine which measurement methods best fit the EMA GSA management area.

Assumptions: EKI is responsible for preparing the Grant Work Plan required technical memorandum summarizing extraction method findings and reported data. ConfluenceES will review and provide comments.

Category (d) Monitoring / Assessment

Task 6 Monitoring / Assessment

- Compile and analyze extraction production data.
- Organize data for inclusion in the existing groundwater model and water budgets update (which will be completed as part of the 5-year Evaluation in Component 4).
- Prepare technical memorandum summarizing groundwater extraction data for submittal to DWR.

Category (e) Engagement / Outreach

Task 7 Engagement / Outreach

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

[Component 3] Monitoring Improvement and Expansion

Category (d) Monitoring / Assessment

- Coordinated with rate study consultant to develop recommendations for a revenue generating fee for the EMA GSA.
- Prepare draft EMA GSA 5-Year Budget.

- Prepared Draft EMA GSA Monthly Cash Flow Model.
- Coordinate presentation the rate study to the EMA GSA for consideration and/or adoption.

[Component 4] Monitoring Improvement and Expansion

Category (d) Monitoring / Assessment

Task 1 Annual Reporting

- Coordinate the preparation of the 2024 and 2025 Annual Report for the EMA.

Task 2 2022 GSP Modifications

- Coordinate the completion of the Action Plan for Management of All Well Production Along the Lower Santa Ynez River, Above the Lompoc Narrows (Action Plan)
- Coordinated and attend workshops as required by the Action Plan.
- Coordinate the modification of the 2022 GSPs, as applicable, in response to DWR's review and evaluation of the Plans.
- Coordinate development of responses and modifications addressing DWR comments on the 2022 GSP.

Task 3 Five-Year GSP Update

- Coordinate the assessment of applicable data and preparation of the Five-Year GSP Evaluation.
- Coordinated incorporation of data from DWR's airborne electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data, as appropriate.
- Coordinated updating input data sets and associated refinements of the Basin numerical models to support the 2027 5-year GSPs data evaluation and water budget calculations.

Category (e) Engagement / Outreach

- Coordinate EMA GSA outreach and engagement efforts to the stakeholders, interested parties, and the public.

[Component 5] Monitoring Improvement and Expansion

Category (b) Environmental Compliance and Permitting

Task 1 Environmental Compliance and Permitting

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

Task 2 Land Purchase/Easements

- Work with EMA GSA Legal Counsel to:
 - Secure access agreements with landowners for expansion of the Monitoring Networks, as needed.
 - Obtain any County encroachment permits and/or land use agreements.
 - Acquire necessary permits required for the well installations.

Task 3 Monitoring Network Planning and Design

- Project management and coordination with selected hydrogeology consultant to perform tasks consistent with the requirements of the Prop 68 Grant Work Plan, including:
 - Preparation of preliminary design plans for one (1) new monitoring well, and

- Preparation of preliminary design plans for two (2) new piezometers.

Assumption: Selected hydrogeology consultant will be responsible for the preparation of all required deliverables.

Category (c) Implementation / Construction

Task 4 Advertise, Bid, and Award

- Support selected hydrogeology consultant to advertise, bid, and award process to select a drilling contractor, as specified in the Prop 68 Grant Work Plan.

Assumption: Selected hydrogeology consultant will lead the Advertise, Bid, and Award task basin-wide and will be responsible for all required deliverables. ConfluenceES will review and comment on required deliverables.

Task 5 Monitoring Well and Equipment Installation

- Project management and coordination with selected hydrogeology consultant to perform tasks consistent with the requirements of the Prop 68 Grant Work Plan, including:

- Installation of one (1) monitoring well, and
- Installation of two (2) piezometers.

Assumption: Selected hydrogeology consultant will be responsible for the preparation of all required deliverables.

Task 6 Monitoring Network Field Screening

- Project management and coordination with selected contractor(s) to perform surveying or downhole video logging of Representative Monitoring Site (RMS) monitoring wells with missing well construction information.
- Preparation of a technical memorandum summarizing updates to the monitoring network.

It is assumed that the available Grant funding for this task will not be sufficient to perform surveying or downhole video logging of all RMS wells with currently missing well construction information (15 wells).

Category (d) Monitoring / Assessment

Task 7 Data Collection, Assessment, and DMS Updates

- Project management and oversight of semi-annual groundwater level data collection.
- Project management and oversight of Groundwater Dependent Ecosystems (GDEs) survey.
- Coordination with EKI on updates to the DMS as required by the Prop 68 Grant Workplan.
- Preparation of a technical memorandum summarizing monitoring data and surveys, assessments, and DMS updates.

Assumptions: Santa Barbara County will conduct semi-annual groundwater level monitoring at currently monitored sites, plus the new monitoring well and two new piezometers.

Category (e) Engagement / Outreach

Task 8 Engagement / Outreach

- Form Agricultural and Surface Water Advisory groups, prepare outreach materials, and identify potential new monitoring well sites.
- Coordinated routine meetings with the EMA GSA Citizen Advisory Groups (CAG) to provide input to the EMA GSA Board.

2. Section 7 of the Original Agreement is amended by the addition of section 7(a) which reads as follows:

For the services described above in section 1 of this Amendment, EMA GSA will pay Confluence on a time and materials basis, in an amount not to exceed \$169,426.00. Direct expenses (e.g. travel, mileage (per IRS Rates), delivery/copy services, subconsultant services) will be invoiced with a 10% processing fee.

3. All other terms and conditions in the Original Agreement shall remain unchanged by this First Amendment during the extended term.

4. This First Amendment may be signed in counterparts, each of which shall constitute an original.

In witness whereof, the parties have caused this First Amendment to become effective by their respective endorsements below:

EMA GSA

**Confluence Engineering
Solutions**

By:
Dated:

By:
Dated: