

NOTICE AND AGENDA OF SPECIAL MEETING

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

SPECIAL MEETING WILL BE HELD
REMOTE PARTICIPATION ONLY
AT 06:30 P.M., THURSDAY, JULY 21, 2022

Remote public participation available via ZOOM

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

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

“Join a Meeting” - Meeting ID: 851 5007 2885 - Meeting Passcode: 825869

- You do NOT need to create a ZOOM account or login with email for meeting participation.
- If your device does not have a microphone or speakers, you can call in for audio with the phone number and Meeting ID listed above to listen and participate.
- In the interest of clear reception and efficient administration of the meeting, all persons participating remotely are respectfully requested to mute their line after logging or dialing-in and remain muted at all times unless speaking.

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

Important Notice Regarding Public Participation in Video/Teleconference Meeting: Those who wish to provide public comment on an Agenda Item, or who otherwise are making a presentation to the GSA Committee, may participate in the meeting using the remote access referenced above. **Those wishing to submit written comments instead, please submit any and all comments and materials to the GSA via electronic mail at bbuelow@syrwcd.com.** All submittals of written comments must be received by the GSA no later than **Wednesday, July 20, 2022**, and should indicate **“July 21, 2022 GSA Meeting”** in the subject line. To the extent practicable, public comments and materials received in advance pursuant to this timeframe will be read into the public record during the meeting. Public comments and materials not read into the record will become part of the post-meeting materials available to the public and posted on the SGMA website.

AGENDA ON NEXT PAGE

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

THURSDAY, JULY 21, 2022, 6:30 P.M.

AGENDA OF SPECIAL MEETING

- I. Call to Order and Roll Call
- II. Consider findings under Government Code section 54953(e) to authorize continuing teleconference meetings under Resolution EMA-2021-001
- III. Additions or Deletions to the Agenda
- IV. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee's jurisdiction. The total time for all public participation shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public item.) *Staff recommends any potential new agenda items based on issues raised be held for discussion under Agenda Item "EMA GSA Committee requests and comments" for items to be included on the next Agenda.*
- V. Consider Approval of Final Documents for providing EMA GSA verification of new well permits under Executive Order N-7-22
 - a) EMA Process and Criteria for Administering Written Verifications Per Executive Order Number-7-22
 - b) Indemnification Agreement
 - c) Reimbursement Agreement
 - d) Well-Permit Acknowledgement
- VI. Consider Resolution EMA-2022-003 Setting Fee Under Water Code Section 10730 for Written Verifications Pursuant to Executive Order N-7-22
- VII. Consider Requesting the Santa Ynez River Water Conservation District Contract with GSI Water Solutions to Evaluate Verification Requests
- VIII. Consider Setting Regular Monthly EMA GSA Meetings Through End of 2022
- IX. Next Regular EMA GSA Meeting, Thursday, August 25, 2022, at 6:30 p.m.
- X. EMA GSA Committee reports and requests for future agenda items
- XI. 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.santaynezwater.org> in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Notification 24 hours prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

Eastern Management Area Groundwater Sustainability Agency

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

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

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

Process Outline:

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

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

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

Submittals (1) – (5) above ~~must be mailed and questions about the written verification process can be sent to the EMA GSA as follows:~~ Eastern Management Area Groundwater Sustainability Agency, at P.O. Box 719, Santa Ynez, California 93460 ~~or sent electronically to bbuelow@syrwcd.com.~~ ~~Additionally, electronic copies of all submittal materials and any questions must be emailed to: meyoung@countyofsb.org; bbuelow@syrwcd.com; jacosta@cityofsolvang.com; and pgarcia@syrwcd.org; and.~~

[Continued on Opposite Page]

Criteria Outline:

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

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

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

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

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

As set forth by SGMA and the EMA GSP, a key indicator of whether undesirable results exist is the actual or imminent exceedance of Minimum Thresholds as defined in the GSP. (To review a copy of the GSP, please refer to: <https://www.santaynezwater.org/files/a73ea159d/Santa+Ynez+EMA+Final+GSP-compressed.pdf>.) Because Minimum Thresholds are directly tied to prevailing conditions in the EMA, the presence or absence of undesirable results is subject to change, and is reviewed on an ongoing basis by the EMA GSA. [Basin conditions were most recently evaluated in the First Annual Report for the EMA \(2019 – 2021\). To review that Report, please refer to: https://www.santaynezwater.org/ema-annual-reports.](https://www.santaynezwater.org/ema-annual-reports)

Thank you for your cooperation in this important process.

J. Brett Marymee
EMA GSA Committee Chair

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

1. **Indemnification.** As part of the application for a water well permit from the County of Santa Barbara (“County”) and request for written verification from the Groundwater Sustainability Agency for the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin (“GSA”) pursuant to Governor Newsom’s Executive Order N-7-22 (hereinafter collectively “Application”), _____ as the applicant for the well permit (“Applicant”) and _____ as the owner(s) of the subject property (“Owner”), if the Owner is different than the Applicant, individually and collectively agree to indemnify, defend (along with ~~separate~~ counsel ~~separate from legal counsel representing the Owner and Applicant reasonably approved by the GSA~~), and hold harmless the GSA, the Santa Ynez River Water Conservation District, the Santa Ynez River Water Conservation District Improvement District No.1, the City of Solvang, and the Santa Barbara County Water Agency, and all their respective officers, elected officials, members, employees, consultants, contractors, and agents (individually and collectively the “GSA Parties”) as follows:
- a. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, costs, judgments, and/or liabilities of any kind arising out of, related to, or in connection with the Application, or to attack, set aside, void, or annul, in whole or in part, an approval of any part of the Application, including but not limited to the issuance of a written verification by the GSA (hereinafter “Claim”); and
 - ~~b. From any and all causes whatsoever, including the acts, errors, or omissions of the Owner and Applicant and his, her, its, and/or their respective officers, officials, employees, agents, consultants, and contractors (hereinafter “Claim”); and~~
 - ~~e.b.~~ For any and all costs and expenses (including but not limited to attorneys’ and consultants’ fees and costs) incurred by the GSA Parties in connection with any Claim except where such indemnification is prohibited by law.
 - ~~d.c.~~ The indemnification obligation of the Owner and Applicant does not apply to the GSA Parties’ sole negligence or willful misconduct.
2. **Defense.** Unless expressly agreed to in writing by each of the GSA Parties, the GSA Parties will have legal counsel separate from legal counsel representing the Owner and Applicant. Upon receiving a Claim, the GSA Parties have the right to retain their separate legal counsel, subject to being reimbursed by the Owner and Applicant for the full cost of such separate counsel. Owner and Applicant shall permit the GSA Parties, with the GSA Parties’ unlimited discretion, to direct the GSA Parties’ counsel and participate in the defense of any Claim, ~~including, but not limited to, use of GSA Parties’ counsel to defend the Claim,~~ but such participation shall not relieve the Owner or Applicant of any obligation imposed by this Agreement.

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

In the event of a disagreement between the GSA Parties and the Owner and/or Applicant over litigation issues, the GSA Parties shall have the authority to control the litigation and make litigation decisions

~~as to Claims made against the GSA Parties, including, but not limited to, the manner in which the defense is conducted by the GSA Parties' Counsel as to such Claims-made-against-the-GSA-Parties.~~

~~If the GSA Parties reasonably determine that having common counsel would present such counsel with a conflict of interest, or if the Owner or Applicant fails to promptly assume the defense of any Claim or to promptly employ separate counsel reasonably satisfactory to the GSA Parties, then the GSA Parties may employ separate counsel to represent or defend the GSA Parties and the Owner and Applicant shall pay the reasonable attorneys' fees and costs of such counsel.~~

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

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

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

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

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

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

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

~~6.7.~~ **No Waiver.** Any failure, actual or alleged, on the part of the GSA Parties to monitor or enforce compliance with any of the requirements or provisions of this Agreement shall not be deemed as a waiver of any rights on the part of the GSA Parties.

~~7.8.~~ **Authority.** Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Owner and Applicant and enforceable in accordance with its terms.

~~8.9.~~ **California Law.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

~~9.10.~~ **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

~~10.11.~~ **Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. No party is relying on any other representation, oral or written.

~~11.12.~~ **Counterparts.** This Agreement may be signed in counterparts and must be signed by all Owner(s) and Applicant.

Well Permit Written Verification Request:

APN(s): _____

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

APPLICANT:

Signed _____

Date _____

Name of Person Signing _____

Title: _____

OWNER (if different from Applicant):

Signed _____

Date _____

Name of Person Signing _____

Title: _____

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

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

RECITALS:

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

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

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

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

AGREEMENT

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

1. Construction.

This Agreement shall be liberally constructed to accomplish its intent. ~~In the event of any irresolvable conflict or inconsistency in the terms of the Agreement, the GSA, in its sole discretion, shall resolve the conflict or inconsistency and implement the final decision.~~

2. The Deposit; Additional Advances.

- a) Establishing and Supplementing Deposit. Within three (3) business days following execution of this Agreement, Applicant shall provide to the GSA an initial deposit of \$ 1,200.00 (“Initial Deposit”) to reimburse the GSA for Eligible Expenses, as defined in Section 2(b). The GSA shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the GSA’s expenses for the Request for the next ninety (90) days, the GSA may make one or more written requests for additional funds (each an

“Additional Advance”), which shall state the existing balance and the additional amount requested. The GSA may request the funds it reasonably believes necessary to cover a period not exceeding ninety (90) days. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the “Deposit.” Applicant shall make the Additional Advance within five (5) business days of the GSA’s written request therefor. If Applicant fails to timely make the Additional Advance, Applicant agrees that the GSA may cease any or all additional work on the Request until the GSA receives the Additional Advance from Applicant.

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

3. Independent Judgment of the GSA; GSA Not Liable

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

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

4. Notices.

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

If to Applicant:

If to The GSA:

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

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

5. Choice of Law; Venue.

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

6. Entire Agreement.

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

7. Severability.

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

8. Attorneys' Fees.

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

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

9. Ambiguities.

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

10. Counterparts.

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

11. Authority.

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

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

**EASTERN MANAGEMENT AREA
GROUNDWATER SUSTAINABILITY
AGENCY**

APPLICANT

Signature

Signature

Print Name

Print Name

Title

Title

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

Acknowledgement Form

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

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

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

TYPE OF APPLICATION (Check only one)

- Replacement Well
- New or Modified Well

ACKNOWLEDGMENT (Initial the following provisions)

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

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

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

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

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

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

Print Name of APPLICANT

Signature of APPLICANT

Date

**EASTERN MANAGEMENT AREA
CITIZEN ADVISORY GROUP
MEMORANDUM**

DATE: July 18, 2022

TO: EMA GSA Committee

FROM: EMA Citizen Advisory Group
Prepared by Mary Hayden

SUBJECT: Administering Written Verifications Per Executive Order N-7-22

Eastern Management Area (EMA) Citizens Advisory Group (CAG) Members

Mary Heyden, CJ. Jackson, Gay Infanti, Elizabeth Farnum, Kevin Merrill and Tim Gorham

Introduction

The EMA CAG held a meeting on July 18, 2022 via teleconference to discuss the administrative documents for written verifications per Executive Order N-7-22.

Below is a summary of the CAG's comments.

CAG Comments on the GSP:

- The CAG discussed concern over future legislation (AB 2201) and how that would affect these documents was brought up by a CAG member. Discussion continued around the flexibility built into these documents and the ability to amend them in the future if needed. Such issues would be brought up in front of the Committee for direction.
- A CAG member thought that the GSA needed its own legal representation. Each current participating Agency has potential conflicts of interest that could inhibit the future legal proceedings of the GSA. A staff member replied that is the reasoning for a future JPA that would have its own staff and legal counsel.
- The CAG agreed that there needs to be a way for the well applicants to know “where the Basin is at” and how it got there and what they could mean for their application. Each applicant needs to know what to expect of the process. A staff member suggested that the Annual Reports will inform us of the Basin's condition. There should be a very clear posting, and potential “summary” of the Annual Report.
- The CAG discussed at length the lack of clarity on how an Ag well applicant would get their permit from EHS and an “approval” from the GSA.

- The CAG agreed there needs to be one Point of Contact with the GSA with whom the applicant can submit their application and necessary supporting documents. That same point of contact would follow the application through to its end. It is this Point Person that would also interact with GSI.
- The CAG requested creating a “process flow chart” that clearly defines the process one takes to receive a “request for approval” from the GSA. Once again, people need to know what to expect. The Process Flow Chart should show who is responsible at each point and where decisions would need to be made. This could also help expediate receiving an approval and remove any bulky “bureaucracy.”
- The CAG was updated on discussions between the legal counsel of the GSA Agencies and the Santa Ynez Water Group regarding the Indemnification Agreement. Things seem to be proceeding well.
- One CAG member stated that Replacement Wells should be fast tracked, and a time limit should be placed for GSI and the GSA to “approve” the request. The CAG discussed that waiting one month for the next GSA meeting to approve the application could be catastrophic to some applicants. A staff member reminded the CAG that true replacement wells and wells in the river alluvium do not need to go in front of the GSA Committee, so approval could be given very quickly. The CAG member still felt that time limits should be placed on approval request processing.
- The CAG discussed “independent judgement” by the GSA and how it could contradict the findings of the GSA’s consultant (GSI).
 - The CAG agreed there needs to be clear reasonings behind a well not getting approval
 - The CAG agreed that the applicant should have a right to present their own hydrogeological information to the GSA
 - The CAG agreed that an applicant should be able to request a “reconsideration” of the GSA determination.
 - The CAG requested the created of a Process Flow Chart for the Verification Request Process.

There were no further comments, and the meeting was adjourned.

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

RESOLUTION EMA-2022-003

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

WHEREAS, effective April 27, 2017 the City of Solvang (“Solvang”); the Santa Barbara County Water Agency (“Santa Barbara”); the Santa Ynez River Water Conservation District (“SYRWCD”); and the Santa Ynez River Water Conservation District, Improvement District No.1 (“ID No.1”) (collective the Members) entered into a “Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez Valley Groundwater Basin under the Sustainable Groundwater Management Act” (“2017 MOA”); and

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

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

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

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

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

WHEREAS, the EMA GSA held a noticed public hearing on July 21, 2022, regarding the fee(s) and deposit(s) necessary to cover the costs for the Process and Criteria for Administering Written Verifications Per Executive Order N-7-22, at which oral and written presentations were allowed; and

WHEREAS, the EMA GSA finds that the fees set forth in this Resolution are exempt from

CEQA review pursuant to 14 CCR §§ 15273 and 15378(b)(5) and Public Resources Code Section 21080 (b)(8)(A) and (B), in that the fees will be used for reimbursement for consultants time and costs.

NOW, THEREFORE, the EMA GSA resolves as follows:

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

PASSED AND ADOPTED by the governing Committee of the EMA GSA on July 21, 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Brett Marymee, Chairman

William J. Buelow, Secretary



PROPOSAL

Scope and Cost for Review of New and Replacement Well Applications in the Santa Ynez River Valley Groundwater Basin, Eastern Management Area (EMA)

To: Matt Young, County of Santa Barbara
From: Tim Nicely and Jeff Barry, GSI Water Solutions, Inc.
Date: June 13, 2022

At your request, we have prepared this brief scope and estimated budget to review, on behalf of the Groundwater Sustainability Agency (GSA), requests by applicants requesting a permit from the County of Santa Barbara Department of Environmental Health Services (EHS) for a new or replacement well within the EMA. The GSA is required by Governor Newsom’s Executive Order N-7-22 and the County Board of Supervisors Urgency Ordinance dated May 24, 2022 to review well construction and modification permit applications to determine whether or not a written verification can be provided that groundwater extraction by the proposed new or replacement well¹

1. would be “inconsistent with any sustainable groundwater management program” established by the Groundwater Sustainability Plan (GSP) adopted by that GSA, and
2. would decrease the likelihood of achieving a sustainability goal for the basin covered by such GSP.

Details of our proposed scope of work for the review of permit applications for new and replacement wells is presented as follows.

Scope of Work

The scope of work for reviewing new or replacement well applications includes providing a verification on behalf of the GSA that constitutes the required “qualitative review that the proposed well is not inconsistent with the GSP” in response to the requirements of the Executive Order N-7-22. The scope of work includes the following activities:

- Examine the proposed well construction information and assess whether the well is located within the EMA.
- Determine whether the geologic setting and aquifer that the well would be completed in would be within in a Principal Aquifer that is managed by the GSA (in this case the Paso Robles Formation or Careaga Sand).

¹ New wells are those resulting in new or additional groundwater production from the EMA portion of the Basin, or those resulting in new or additional production capacity. Replacement wells are those not resulting in new or additional groundwater production or production capacity in the EMA portion of the Basin.

- Assess groundwater conditions (e.g., water level elevations and trends, water quality) and rainfall conditions in the preceding water years in the entire EMA and within the vicinity of the proposed well site.
- Evaluate whether the well would increase production within the EMA. Based on this, it will be determined whether the new or replacement well would likely cause an exceedance of minimum thresholds and cause undesirable results measured at representative wells as defined in the GSP for:
 - Chronic water level decline
 - Reduction of groundwater in storage
 - Degradation of water quality
 - Subsidence
 - Depletion of interconnected surface water and impacts to GDEs
- For replacement wells, assess whether the pumping capacity of the replacement well will be a “like for like” replacement with regards to production volume relative to the original well. Information that will be reviewed includes:
 - Planned pumping rate of the replacement well and estimated or measured flow rate of the original well
 - Pump curves for both the original well pump and new pump
 - If a pump curve is not available, pump type, number of bowls, pump diameter, pump horsepower, RPM, assumed lift
 - System pressure in the discharge line and total pressure head
 - Well construction details for the proposed new well and original well including total depth, perforated or screened intervals, well diameter.
 - Estimated groundwater levels at the time of the application and at the time the original well was completed.
- Review that the proposed use of the well is consistent with the proposed location and design capacity
- Prepare a technical memorandum to the GSA that documents the information that was reviewed, presents findings from the evaluation, provides an opinion regarding the verification of consistency with the sustainability goal within the EMA, and provides a list of conditions, if warranted.

Budget Estimate

The estimated cost to complete the scope of work described in this memorandum is \$1,200. The work will be completed on a time and materials basis at a blended rate of \$200 per hour. Should additional time be required to complete the review, the GSA will be notified, and if approved by the GSA the work will be conducted on a time and materials basis at the hourly rate shown above.

Indemnification and Limitations of Liability

GSI does not warrant or guarantee that the new or replacement well will produce the expected amount of water nor that the GSA will not require that the extraction from the well be reduced in the future in accordance with its authority to manage the groundwater basin within the sustainability goal presented in Section 5.2 of the EMA's GSP.

GSI is not responsible for or otherwise liable for any costs, investments, lost revenue, or payments related to any groundwater well permitted or not permitted by the County pursuant to this application, including well drilling costs, pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

The GSA's issuance of a written verification and the County's issuance of a well permit to Applicant does not guarantee the extraction of any specific amount of water now or in the future or any defined water level or water quality.

The GSA and the Santa Ynez River Water Conservation District agrees to hold GSI harmless and indemnify GSI for any liability stemming from the findings presented in the GSI report or related to the County issuing or not issuing a well permit in response the Application or to the GSA issuance of a written verification related to the well permit.

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

PROPOSED REGULAR MEETING DATES*
REMAINDER OF 2022

<u>EMA</u>
August 25
September 22
October 27
November 17**
December 15**

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

** Meeting day is out of sequence of the normal fourth Thursday due to Thanksgiving and Christmas Holidays