NOTICE

SPECIAL MEETING OF THE BOARD OF DIRECTORS
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
will be held on December 11, 2024, at 6:30 pm
at Buellton City Council Chambers, 140 West Highway 246, Buellton, California

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Director Steve Jordan will be attending the meeting via teleconference from the following location: 46250 East El Dorado, Indian Wells, CA 92210. Members of the public may join Director Jordan at that location.

AGENDA OF SPECIAL MEETING

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. New Board Member Welcome and Introductions
4. Additions, if any, to the Agenda
5. Public Comment (Any member of the public may address the Board relating to any non-agenda matter within the Board'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 Board at this meeting on any public item.)

   Staff recommends any potential new agenda items based on issues raised be held for discussion under the Agenda Item "Requests from the Board of Directors for items to be included on the next Agenda".
6. Board of Directors Officer Selections
7. Receive presentation by Bartlett, Pringle & Wolf, LLP and file the FY 2023-24 Financial Audit.
8. **Consent Agenda** – Routine Items for approval or rejected in single motion without separate discussion. Consent items can be removed and placed on the Regular Agenda for discussion and possible action upon request by a Director.
   a. Minutes of the Regular Meeting of September 18, 2024
   b. Financial Reports
   c. Quarterly Investment Report
   d. Warrant Lists for September and October 2024
9. **Appointments of Board Representatives** and Alternate, designated with authority to vote on behalf of SYRWCD to the following:
   a. Central Management Area GSA JPA: Director and Alternate Director
   b. Eastern Management Area GSA JPA: Director and Alternate Director
   c. Western Management Area GSA JPA: Director and Alternate Director
   d. California Special District Association (CSDA)
   e. Santa Barbara County Chapter of the CSDA
   f. Urban Water Institute

10. SYRWCD Nominations to Santa Barbara County Chapter CSDA Board
11. **General Manager Report** Status and Discussion on the following topics:
    a. Surface Water Program
    b. Groundwater Program
    c. Sustainable Groundwater Management Act
        i. WMA, CMA and EMA
        ii. Proposition 68 Grant
    d. SYRWCD Employee Handbook
    e. SYRWCD Strategic Plan
    f. 2025 Conference Attendance
12. Consider Board approval of the following:
    a. First Amended and Restated Subgrant Agreement
    b. CMA Cost Sharing and Reimbursement Agreement
    c. WMA Cost Sharing and Reimbursement Agreement
    d. Resolution No.733, Announcing Final Adoption of a Conflict-of-Interest Code
    e. Resolution No.734, Expressing Appreciation for Director Altshuler
13. Consider change to SYRWCD Director Stipend
14. Review 2025 Schedule of District Holidays and Regular Board of Director Meetings
15. **Attorney Report**
16. Reports, acts by Board members, questions of staff, status reports, announcements, observations, and other matters, and/or communications not requiring action
17. Requests from the Board of Directors for items to be included on the next Agenda.
18. The next Regular Meeting is scheduled for March 19, 2025 at 6:30 pm at the Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

    In compliance with the California Water Code, regular meetings are scheduled for a specified Wednesday in March, June, September, and December at various locations within the District. Special meetings may be held on any day and at any location within the District.

19. **Closed Session:** The Board will hold a closed session to discuss the following items:
    a. Conference with Legal Counsel - Pending Litigation (Gov. Code, § 54956.9, subd. (d)(1)): Wolff vs SYRWCD, Superior Court of California, County of Santa Barbara, Case No. 20CV01552 and Case No. 22CV02062
    b. Conference with Legal Counsel – Pending Litigation (Gov. Code, § 54956.9, subd. (d)(1)) relating to proceedings pending before the State Water Resources Control Board (SWRCB) regarding Permits 11308 and 11310 issued on Applications 11331 and 11332 of the United States Bureau of Reclamation for the Cachuma Project, and complaints filed by the California Sport Fishing Protection Alliance regarding the operation of the Cachuma Project and SWRCB Order WR 89-18;

proposed changes to the place and purpose of use of waters obtained through aforementioned permits for the Cachuma Project; Order WR 2019-0148; and Reclamation's Petition for Reconsideration or Rehearing re Order WR 2019-0148.

c. Conference with Legal Counsel – Pending Litigation (Gov. Code, § 54956.9, subd. (d)(1)): In the matter of Petition for Change of City of Solvang for Water Right Permit No. 15878 (Application A022423), which authorizes diversion of water from the Santa Ynez River (underflow) in Santa Barbara County, pending before the State Water Resources Control Board Office of Administrative Hearings.

d. Conference with Legal Counsel – Anticipated Litigation (Gov. Code, § 54956.9, subd. (d)(2)): Significant exposure to litigation (Two Matters).

e. Conference with Legal Counsel – Anticipated Litigation (Gov. Code, § 54956.9, subd. (d)(4)): Possible initiation of litigation (Two Matters).

20. Reconvene into Open Session / Closed Session Report

21. Adjournment

[This agenda was posted on the District website (SYRWCD.com) and at 3669 Sagunto Street, Suite 101, Santa Ynez, California. Notice was delivered in accordance with Government Code Sections 54950-54963. 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 District at (805) 693-1156. Notification 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.]

DRAFT

REGULAR MEETING MINUTES

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
SEPTEMBER 18, 2024

A regular meeting of the Board of Directors of the Santa Ynez River Water Conservation District was held on Wednesday, September 18, 2024, at 6:30 p.m. at the Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

Directors Present: Mark Altshuler Robert Dunlap, Steve Jordan, Larry Lahr, and Brett Marymee

Others Present (in-person): Bill Buelow, Philip Carpenter, Doug Circle, Alex Pappas, Amber Thompson, and Steve Torigiani (Young Wooldridge)

Others Present (teleconference): Darcy Burke

1. CALL TO ORDER AND ROLL CALL

President Lahr called the meeting to order at 6:30 pm. Ms. Thompson called roll. All five Directors were present providing a quorum.

2. PLEDGE OF ALLEGIANCE

President Lahr led the Pledge of Allegiance.

3. ADDITIONS, IF ANY, TO THE AGENDA

Mr. Torigiani requested to move Closed Session Item 19.a. before Item 4 in the meeting. The Board unanimously agreed.

19. CLOSED SESSION

The Board convened into Closed Session from 6:32 p.m. to 6:37 p.m. to discuss the following item:

a. Conference with Legal Counsel - Pending Litigation (Gov. Code, § 54956.9, subd. (d)(1)): Wolff vs SYRWCD, Superior Court of California, County of Santa Barbara, Case No. 20CV01552 and Case No. 22CV02062

20. RECONVENE INTO OPEN SESSION / CLOSED SESSION REPORT

President Lahr advised there was nothing to report from Closed Session.

4. PUBLIC COMMENT

Mr. Philip Carpenter provided a public comment regarding his candidacy and qualifications for Santa Ynez River Water Conservation District, Division 3.

5. CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF JUNE 19, 2024

The Board considered the minutes of the Regular Meeting of June 19, 2024. There was no discussion or public comment.

Director Marymee made a **MOTION** to approve the minutes of the Regular Meeting of June 19, 2024, as presented. Director Jordan seconded the motion. The motion passed unanimously by voice vote.

6. FINANCIAL REPORTS

a. Quarterly Investment Report

Ms. Thompson presented the Quarterly Investment Report for the 4th Quarter of Fiscal Year 2023-24. There was no discussion, public comment or action.

b. Quarterly Comparison Balance Sheet

Ms. Thompson presented the Quarterly Comparison of the Balance Sheets for the quarters ending March 31, 2024 and June 30, 2024. Discussion followed. There was no public comment, and no action.

c. Balance Sheet & Profit/Loss Statement

i. FY 2023-24 Period 12, June 2024

Ms. Thompson presented the financial reports for Period 12 of FY 2023-24. There was no discussion, public comment or action.

ii. FY 2024-25 Period 1, July 2024

Ms. Thompson presented the financial reports for Period 1 of FY 2024-25. Discussion followed. There was no public comment or action.

d. Approval of Warrant Lists for June, July, and August 2024

Ms. Thompson presented the Warrant Lists for June, July, and August 2024. There was no discussion or public comment.

Director Jordan made a **MOTION** to approve the June, July, and August 2024 warrant lists which include check #s 1284-1320 plus ACH transactions totaling $512,885.76. Director Altshuler seconded the motion. The motion passed unanimously by voice vote.

e. Update on Fiscal Year 2023-24 Audit

Ms. Thompson reported that audit staff from Bartlett, Pringle, Wolff are conducting the on-site portion of the Fiscal Year 2023-24 Audit this week. The audit report is expected to be presented to the Board during the December meeting. There was no discussion, no public comment, and no action.

7. CONSIDER MEMBERSHIP IN THE URBAN WATER INSTITUTE

Mr. Buelow introduced information regarding Urban Water Institute (UWI). Director Marymee reported on the UWI conference he and Mr. Buelow attended in August and he introduced Ms. Darcy Burke representing UWI. Ms. Burke explained about the purpose of UWI and the benefits of membership in UWI. Discussion followed. There was no public comment.

Director Marymee made a **MOTION** that the Santa Ynez River Water Conservation District join the Urban Water Institute and directed staff to submit application. Director Altshuler seconded the motion. The motion passed 5-0 by voice vote.

8. Consideration of Resolution No. 732, Announcing the Intent to Adopt an Amended Conflict of Interest Code and Establish a Comment Period

Mr. Buelow reported on the Biennial Review Notice received from Santa Barbara County Clerk of the Board of Supervisors, staff review of the current Conflict of Interest Code, and staff recommendation to amend the District's Conflict of Interest Code. Discussion followed.

Mr. Buelow presented Resolution No. 732 ANNOUNCING THE INTENT TO ADOPT AN AMENDED CONFLICT OF INTEREST CODE AND ESTABLISHING A COMMENT PERIOD.

Director Jordan made a **MOTION** to adopt Resolution No. 732 ANNOUNCING THE INTENT TO ADOPT AN AMENDED CONFLICT OF INTEREST CODE AND ESTABLISHING A COMMENT PERIOD, as presented. Director Marymee seconded the motion. The motion passed 5-0 by the following roll call vote:

AYES, Directors: Altshuler, Dunlap, Jordan, Lahr, Marymee
NOES, Directors: None
ABSENT, Directors: None

9. SURFACE WATER REPORT – STATUS AND DISCUSSION

Mr. Buelow reported that District staff attended the Bureau of Reclamation's Value Program Planning Session regarding fish passage held in Buellton along with other Cachuma Project Member Units. Discussion followed. There was no public comment and no action.

10 GROUNDWATER PROGRAM REPORT – STATUS AND DISCUSSION

Mr. Buelow reviewed the income received from Groundwater Pump Charges and Groundwater Production reported to date. He reported that the District has engaged Stetson Engineers to update the reporting and invoicing system to modernize the process. Discussion followed. There was no public comment and no action.

11. UPDATE ON RESULT OF INVESTIGATION AND REPORTS AND FINAL DETERMINATIONS REGARDING THE FAILURE OF FILING STATEMENTS OF WATER PRODUCTION FROM WATER PRODUCING FACILITIES ON THE FOLLOWING PROPERTIES:

a. 2540 Mesa Verde Road and Roblar & Edison Streets, Santa Ynez (Alexander Family Trust; Horse Haven Ranch; Rancho Oneonta) (Zones A & E)

b. 1499 E. Hwy 246, Lompoc (Rodney Williams) (Zone B)

c. 755 E. Hwy 246, Lompoc (James Mosby) (Zone B)

d. 2501 & 2507 San Miguelito Road, Lompoc (Central Coast Holdings) (Zone C)

e. 1431 W. Hwy 154, Santa Ynez (Figuerola Family) (Zone E)

f. 1209 Ballard Canyon Rd., Solvang (Larner Ranch) (Zone E)

Mr. Buelow reported that no hearings were requested and provided results of the Investigation and Reports. Mr. Torigiani advised on the next step options. Discussion followed. There was no public comment and no action.

12. DISCUSS FAILURE OF FILING STATEMENTS OF WATER PRODUCTION AND PAYMENT OF PUMP CHARGE, AND CONSIDER DIRECTING STAFF TO BEGIN AN INVESTIGATION AND PREPARE REPORTS OF THE FOLLOWING WATER PRODUCING FACILITIES ON THE FOLLOWING PROPERTIES PURSUANT TO WATER CODE SECTION 75619:

a. 1050 W. Hwy 246 & directly across Hwy 246, Buellton (Amby) (Zone A)

b. 2000 W. Hwy 246, Buellton (Tran-Crimson Farm) (Zone A)

c. 2761 Cebada Canyon Rd., Lompoc (Avo Vista Farms) (Zone B1)

d. 3333 Avena Rd., Lompoc (Le Phuque) (Zone B1)

e. 795 Bobcat Springs Rd., Buellton (Maertz) (Zone D)

f. 6675 E. Hwy 246, Lompoc (Sorenson 2005 Living Trust) (Zone D)

g. 1613 Calzada Ave., Santa Ynez (Jimenez Trust) (Zone E)

Mr. Buelow reported on the failure of filing statements of water production and payment of pump charges for these properties. Discussion followed. There was no public comment.

Director Marymee made a **MOTION** to direct staff to begin an Investigation, prepare Reports of the following water producing facilities, and make determinations as to the amount due on the following properties: 1050 W. Hwy 246 & directly across Hwy 246, Buellton (Amby) (Zone A); 2000 W. Hwy 246, Buellton (Tran-Crimson Farm) (Zone A); 2761 Cebada Canyon Rd., Lompoc (Avo Vista Farms) (Zone B1); 3333 Avena Rd., Lompoc (Le Phuque) (Zone B1); 795 Bobcat Springs Rd., Buellton (Maertz) (Zone D); 6675 E. Hwy 246, Lompoc (Sorenson 2005 Living Trust) (Zone D); and 1613 Calzada Ave., Santa Ynez (Jimenez Trust) (Zone E). Director Dunlap seconded the motion. The motion passed 5-0 by voice vote.

Discussion followed.

Director Altshuler made a **MOTION** to authorize staff to begin Investigations, prepare Reports on all delinquent water producing facilities, and make determinations as to the amount due, as determined by staff. Director Marymee seconded the motion. The motion passed 5-0 by voice vote.

13. SUSTAINABLE GROUNDWATER MANAGEMENT PROGRAM UPDATE AND POSSIBLE BOARD ACTION ON THE FOLLOWING:

a. GSAs Update (WMA, CMA, and EMA)

Mr. Buelow reported that the WMA GSA Board of Directors established Ad-Hoc Committees for the recruitment of a WMA Plan Manger/Executive Director, development of a policy for administering well verifications in the WMA, and development of a policy for WMA groundwater production measurement and reporting. The WMA GSA entered into a contract with EKI, on behalf of the basin, for Prop 68 GSP Implementation Grant Components 2 and 5 for certain component administration. The WMA GSA also entered into an agreement with EKI for the management and implementation of Prop 68 Grant Components 2, 5, 6, 7, and 8 for the WMA.

Mr. Buelow reported that the CMA GSA Board of Directors entered into an agreement with EKI for the management and implementation of Prop 68 Grant Components 2 and 5 for the CMA.

Mr. Buelow reported that the EMA GSA Board of Directors have chosen legal counsel, executive director, and rate study consultant and will consider entering into the agreements for those services at their next board meeting. The EMA GSA has not entered into any contracts yet for Prop 68 GSP Implementation Grant Components 2 and 5.

Mr. Buelow reported that the requirement for written well verifications by groundwater sustainability agencies in the well permit process has stopped for this basin.

Discussion followed. There was no public comment or action.

b. Review and Consider Approving and Authorizing Execution of Amendment 1 to WMA GSA Joint Powers Agreement Regarding Agricultural Representative Seat on the WMA GSA Board of Directors

Mr. Buelow presented the First Amendment to Joint Exercise of Powers Agreement for Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency. He reported that it was endorsed by the WMA GSA Board of Directors and that the governing body for each member agency of the JPA needs to consider and approve the amendment for it to be effective and change the JPA.

Discussion followed and public comment was received.

Director Jordan made a **MOTION** to authorize execution of First Amendment to Joint Powers Agreement for Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency. Director Marymee seconded the

motion. The motion passed 5-0 by voice vote.

c. Review and Consider Approving and Authorizing Execution of Amendment 1 to CMA GSA Joint Powers Agreement Regarding Agricultural Representative Seat on the CMA GSA Board of Directors

Mr. Buelow presented the First Amendment to Joint Exercise of Powers Agreement for Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency. He reported that it was endorsed by the CMA GSA Board of Directors and that the governing body for each member agency of the JPA needs to consider and approve the amendment for it to be effective and change the JPA.

Discussion followed and public comment was received.

Director Jordan made a **MOTION** to authorize execution of First Amendment to Joint Powers Agreement for Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency. Director Dunlap seconded the motion. The motion passed 5-0 by voice vote.

d. Update and Discuss the Proposition 68 Grant and Consider Approving and Authorizing Execution of Grant Subgrant Agreement Between the District and GSAs

Mr. Buelow reported that SYRWCD is the Grantee for the Prop 68 GSP Implementation Grant (Grant), on behalf of the GSAs, but the GSAs are doing the GSP Implementation Work. He explained that all reimbursement funds from and requirements of the Grant flow through the SYRWCD to and from the GSAs. Therefore, the GSAs need to comply with all requirements placed on SYRWCD, as Grantee, by the Grant Agreement. Mr. Torigiani explained elements of the subgrant agreement. Mr. Buelow reported that the CMA GSA Board and WMA GSA Board both approved and signed the subgrant agreement but the EMA GSA Board deferred consideration until they have legal counsel under contract to review the subgrant agreement on behalf of the EMA GSA.

Discussion followed. There was no public comment.

Director Altshuler made a **MOTION** to authorize execution of Subgrant Agreement for Implementation of Grant Agreement Number 4600015265 Between the State of California Department of Water Resources and Santa Ynez River Water Conservation District. Director Marymee seconded the motion. The motion passed 5-0 by voice vote.

14. UPDATE ON 2024 ELECTION FOR SYRWCD DIVISIONS

Ms. Buelow reported that the current terms for four of the five SYRWCD Directors end in December 2024 and that Divisions 1 and 3 will be placed on the November ballot with two candidates running for each Director seat. For Divisions 2 and 4, only the incumbents filed papers so they will be appointed by the County Board of Supervisors in lieu of election. Ms. Thompson reported the estimated cost to the SYRWCD for Divisions 1 and 3 being on the November ballot is $25,000. Discussion followed. There was no public comment.

15. ATTORNEY REPORT

Mr. Torigiani provided an update on the Governors Executive Order rescinding drought emergency for Santa Barbara County and the Santa Barbara County's ordinance removing the written well verification requirement for well permits. Mr. Torigiani advised that SB1156, if passed, will require GSA officials to file a Form 700 directly to the FPPC.

16. REPORTS, ACTS BY BOARD MEMBERS, QUESTIONS OF STAFF, STATUS REPORTS, ANNOUNCEMENTS, OBSERVATIONS, AND OTHER MATTERS, AND/OR COMMUNICATIONS NOT REQUIRING ACTION

Director Marymee reported that he and Mr. Buelow attended the Urban Water Institute conference and requested that Mr. Buelow forward certain presentations to the entire Board.

Director Marymee thanks Director Altshuler for his service to the SYRWCD and requested staff draft a Resolution to present to Director Altshuler at a future meeting.

17. REQUESTS FROM THE BOARD OF DIRECTORS FOR ITEMS TO BE INCLUDED ON THE NEXT AGENDA

Director Altshuler requested that an increase in Director stipend be considered. He suggested $300 per regular meeting and $150 per special meeting.

18. NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, DECEMBER 18, 2024, 6:30 PM, AT BUELLTON CITY COUNCIL CHAMBERS, 140 WEST HIGHWAY 246, BUELLTON, CALIFORNIA

The next regular meeting of the Board meeting is scheduled for December 18, 2024, at 6:30 p.m., at the Buellton City Council Chambers, 140 West Highway 246, Buellton, California. Discussion followed.

Director Marymee made a **MOTION** to cancel the December 18, 2024 regular meeting and schedule a special meeting for December 11, 2024, unless a need to have a regular meeting is December arose. Director Dunlap seconded the motion. The motion passed unanimously by voice vote.

19. CLOSED SESSION

The Board took a break from 8:08 p.m. to 8:14 p.m. The Board convened into Closed Session from 8:14 p.m. to 9:08 p.m. to discuss the following items:

The Board continued discussion of Agenda Item 3.b. Conference with Labor Negotiator (President) re Salary/Compensation; Public Employee Performance Evaluation (Gov. Code §§ 54957(b)(1), 54957.6.) Title: General Manager

b. Conference with Labor Negotiator (President) re Salary/Compensation/Employment Agreement; Public Employee Performance Evaluation (Gov. Code §§ 54957(b)(1), 54957.6.) Title: General Manager

c. Conference with Legal Counsel – Pending Litigation (Gov. Code, § 54956.9, subd. (d)(1)) relating to proceedings pending before the State Water Resources Control Board (SWRCB) regarding Permits 11308 and 11310 issued on Applications 11331 and 11332 of the United States Bureau of Reclamation for the Cachuma Project, and complaints filed by the California Sport Fishing Protection Alliance regarding the operation of the Cachuma Project and SWRCB Order WR 89-18; proposed changes to the place and purpose of use of waters obtained through aforementioned permits for the Cachuma Project; and Reclamation's Petition for Reconsideration or Rehearing re Order WR 2019-0148.

d. Conference with Legal Counsel – Pending Litigation (Gov. Code, § 54956.9, subd. (d)(1)): In the matter of Petition for Change of City of Solvang for Water Right Permit No. 15878 (Application A022423), which authorizes diversion of water from the Santa Ynez River (underflow) in Santa Barbara County, pending before the State Water Resources Control Board Office of Administrative Hearings.

e. Conference with Legal Counsel – Anticipated Litigation (Gov. Code, § 54956.9, subd. (d)(2)): Significant exposure to litigation (Two Matters).

f. Conference with Legal Counsel – Anticipated Litigation (Gov. Code, § 54956.9, subd. (d)(4)): Possible initiation of litigation (Two Matters).

The Board reconvened into Open Session at 9:08 p.m. and President Lahr advised there was nothing to report from Closed Session.

21. ORAL RECOMMENDATION REGARDING PROPOSED CHANGES TO SALARY/COMPENSATION AND /OR EMPLOYMENT AGREEMENT OF GENERAL MANAGER

This item was not addressed.

22. DISCUSS AND POSSIBLY APPROVE CHANGES TO SALARY/COMPENSATION AND /OR EMPLOYMENT AGREEMENT OF GENERAL MANAGER

This item was not addressed.

23. ADJOURNMENT

There being no further business, President Lahr adjourned the meeting at 9:09 p.m.

_____ _____

Larry Lahr, President Amber M. Thompson, Secretary

Santa Ynez River Water Conservation District

BALANCE SHEET - QUARTERLY COMPARISON

	June 30, 2024 FY 23-24, Quarter 4		September 30, 2024 FY 24-25, Quarter 1	
ASSETS				
ASSETS				
Mechanics Checking #7071-01	601.30		601.30	
Five Star Checking #5935	51,019.49		22,996.91	
Mechanics Money Market #7311	3,379.14		3,379.26	
Five Star Money Market #5986	188,870.01		201,832.59	
Five Star Account #5994 (FBO GSAs)	336,607.03		484,669.08	
LAIF	928,876.44		803,876.44	
California CLASS	1,058,154.81		1,072,484.19	
Prepaid Expenses	25,166.62		962.62	
Accounts Receivable	282,054.65		282,054.65	
Other Current Assests:				
Accounts Receivable - CMA GSA Loan	25,000.00		125,000.00	
Accounts Receivable - EMA GSA Loan	12,438.75		12,438.75	
Accounts Receivable - WMA GSA Loan	25,000.00		150,000.00	
TOTAL ASSETS		2,937,168.24		3,160,295.79
TOTAL ASSETS		**$ 2,937,168.24**		**$ 3,160,295.79**
LIABILITIES AND EQUITY				
LIABILITIES				
Accounts Payable	82,061.10		56,939.67	
Accrued Payroll Taxes	5,922.02		4,186.66	
Deferred Comp - Lincoln National	0.00		4,250.00	
Medical Insurance Premium Withheld	0.00		838.98	
SGMA Funds Due to Other Govts	204,665.42		341,918.47	
TOTAL LIABILITIES		292,648.54		408,133.78
RESERVES (aka EQUITY)				
Unappropriated Reserves	2,376,336.95		2,376,336.95	
RETAINED EARNINGS - CURRENT YEAR	13,835.41		268,182.75	
Net Income	254,347.34		107,642.31	
TOTAL RESERVES (EQUITY)		2,644,519.70		2,752,162.01
TOTAL LIABILITIES AND EQUITY		**2,937,168.24**		**3,160,295.79**

Santa Ynez River Water Conservation District
Balance Sheet
As of October 31, 2024

	FY24-25, Period 4
ASSETS	
Current Assets	
Checking/Savings	
1325-00 · Mechanics Checking #7071-01	601.30
1330-00 · Five Star Checking #5935	1,746.89
1340-05 · Mechanics #7311 (GW Revenue)	3,379.38
1345-00 · Five Star MM #5986	167,308.98
1345-11 · Five Star #5994 (FBO GSAs)	484,669.08
1350-01 · LAIF	814,036.50
1350-03 · California Class	1,077,029.69
1374-00 · Prepaid Expenses	1,741.11
Total Checking/Savings	2,550,512.93
Accounts Receivable	
1500-00 · Accounts Receivable	282,054.65
Total Accounts Receivable	282,054.65
Other Current Assets	
1501-00 · Accounts Receivable - CMA Loan	125,000.00
1502-00 · Accounts Receivable - EMA Loan	62,438.75
1503-00 · Accounts Receivable - WMA Loan	150,000.00
Total Other Current Assets	337,438.75
Total Current Assets	3,170,006.33
TOTAL ASSETS	**3,170,006.33**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2220-00 · Accounts Payable	99,672.17
Total Accounts Payable	99,672.17
Other Current Liabilities	
2225-00 · Accrued Payroll Taxes	3,863.92
2225-06 · Deferred Comp - Lincoln Nat'l	2,125.00
2225-07 · Medical Insurance Withheld	464.19
2250-02 · SGMA Funds Due to other Govts	341,918.47
Total Other Current Liabilities	348,371.58
Total Current Liabilities	448,043.75
Total Liabilities	448,043.75
Equity	
3200-00 · Unappropriated Reserves	2,376,336.95
32000 · Retained Earnings	268,182.75
Net Income	77,442.88
Total Equity	2,721,962.58
TOTAL LIABILITIES & EQUITY	**3,170,006.33**

Santa Ynez River Water Conservation District
Profit & Loss Budget vs. Actual
July through October 2024

	Period 3		Fiscal Year-to-dateTOTAL		
	Oct 24	Budget	Jul - Oct 24	Budget	$ Over Budget
Income					
4500-00 · DWR Grant Reimbursement	0.00	0.00	10,809.00	129,000.00	-118,191.00
4600-00 · GSA Administrative Services	16,061.75		30,402.50		
4910-00 · Ground Water Charges	4,106.54	5,000.00	330,051.42	279,000.00	51,051.42
4930-00 · SB County Property Taxes	20,478.79	16,480.00	20,478.79	16,480.00	3,998.79
4934-00 · Interest Income, all sources	5,389.72	2,000.00	32,766.12	19,600.00	13,166.12
4937-00 · Miscellaneous Income	0.00	0.00	129.79	0.00	129.79
Total Income	46,036.80	23,480.00	424,637.62	444,080.00	-19,442.38
Gross Profit	46,036.80	23,480.00	424,637.62	444,080.00	-19,442.38
Expense					
5500-00 · Employee Compensation	36,287.96	37,250.00	145,151.84	149,000.00	-3,848.16
5505-00 · Payroll (SS and Medicare)	2,429.56	2,860.00	10,855.29	11,440.00	-584.71
5506-00 · Employee Benefits	6,687.37	770.00	9,095.10	2,780.00	6,315.10
5507-00 · Retirement Costs	2,540.13	3,915.00	10,160.58	15,660.00	-5,499.42
5512-00 · Outside Staff Support	435.00	500.00	2,361.20	3,300.00	-938.80
5513-00 · Director Fees	0.00	0.00	375.00	750.00	-375.00
5513-50 · Director Fees SGMA	225.00	300.00	1,125.00	1,350.00	-225.00
5514-00 · Ground Water Charges Admin	6,220.95	18,000.00	56,077.16	69,000.00	-12,922.84
5521-00 · Office Supplies - Incl Computer	366.70	500.00	3,006.52	2,000.00	1,006.52
5522-00 · IT Services	0.00	170.00	562.50	680.00	-117.50
5523-00 · Communications	726.89	500.00	3,890.09	3,200.00	690.09
5524-00 · Travel & Training	3,030.71	1,500.00	6,889.58	6,200.00	689.58
5527-00 · Audit/Accounting	8,847.18	3,000.00	8,847.18	3,500.00	5,347.18
5529-00 · Insurance, Bonds, Worker's Comp	0.00	0.00	23,094.17	26,000.00	-2,905.83
5530-00 · Miscellaneous Expense	0.00	85.00	0.00	340.00	-340.00
5531-00 · Dues	4,870.00	0.00	4,870.00	0.00	4,870.00
5540-00 · LAFCO Cost	0.00	0.00	814.00	1,000.00	-186.00
5560-00 · Office Occupancy	1,995.02	2,000.00	8,891.77	9,100.00	-208.23
5570-00 · Records Services	168.54	165.00	672.38	660.00	12.38
5590-00 · Credit Card Processing Fees	9.52	10.00	236.72	175.00	61.72
5600-20 · SGMA WMA	134.67	100.00	526.77	400.00	126.77
5600-30 · SGMA CMA	18.09	100.00	-1,330.55	400.00	-1,730.55
5600-40 · SGMA EMA	2.01	50.00	359.53	200.00	159.53
5600-90 · SGMA Legal	585.00	5,000.00	12,252.50	26,000.00	-13,747.50
5626-00 · Legal - General Counsel	5,488.73	2,000.00	9,817.88	9,000.00	817.88
5626-02 · WR89-18 (WRR)	0.00	0.00	0.00	0.00	0.00
5626-08 · Legal - Upper SYR Ops	0.00	0.00	0.00	0.00	0.00
5626-12 · Legal - WR 2019-0148 Decision	325.00	3,500.00	1,998.75	11,500.00	-9,501.25
5626-14 · Legal - Fisheries	243.75	2,000.00	942.50	7,500.00	-6,557.50
5626-20 · Legal - HR	0.00	208.33	1,852.50	833.36	1,019.14

Santa Ynez River Water Conservation District
Profit & Loss Budget vs. Actual
July through October 2024

	Period 3		Fiscal Year-to-dateTOTAL		
	Oct 24	Budget	Jul - Oct 24	Budget	$ Over Budget
5626-50 · Legal - GW Program	0.00	600.00	812.50	2,100.00	-1,287.50
5626-60 · Legal - Assessments/Charges	0.00	0.00	975.00	500.00	475.00
5633-00 · Engineer - General & Misc	3.86	600.00	1,365.06	2,700.00	-1,334.94
5633-01 · Annual G.W. Report	0.00	0.00	0.00	0.00	0.00
5633-02 · WR 89-18 Operations (WRR)	1,407.00	10,000.00	5,183.50	31,000.00	-25,816.50
5633-08 · Upper SYR Operations	0.00	416.66	351.75	1,666.72	-1,314.97
5633-12 · WR 2019-0148 Decision,	0.00	2,100.00	0.00	8,400.00	-8,400.00
5633-14 · Fisheries Hydrology	3,347.68	2,500.00	4,772.43	10,000.00	-5,227.57
5633-16 · Special Studies	0.00	1,000.00	10,161.25	4,500.00	5,661.25
5633-20 · Rate Study	0.00	0.00	0.00	0.00	0.00
5700-00 · Contengencies All Zones General	0.00	4,166.66	177.29	16,666.72	-16,489.43
Total Expense	86,396.32	105,866.65	347,194.74	439,501.80	-92,307.06
Net Income	**-40,359.52**	**-82,386.65**	**77,442.88**	**4,578.20**	**72,864.68**

QUARTERLY INVESTMENT REPORT

(REF. CGC 53646 (B) (1) AND 53646 (E))

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

1ST QUARTER, FY 2024-25

JULY, AUGUST, SEPTEMBER 2024

Certification is hereby provided that:

A. All investment actions executed during the last quarter have been made in full compliance with the Investment Policy; and,

B. Sufficient funds exist so that the District will meet its expenditure obligations for the next six months as required by CGC 53646 (b) (2) and (3), respectively.

CERTIFICATION:

William J. Buelow, General Manager and Treasurer

12/6/2024
Date

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

SEPTEMBER 2024 WARRANT LIST FOR BOARD APPROVAL

(Account held at Five Star Bank)

NUMBER	DATE	PAYEE	DESCRIPTION		AMOUNT
ACH	9/4/2024	Payroll	August 16-31, 2024 Salary	$	11,716.85
ACH	9/4/2024	Robert Dunlap	Meeting: 8/28 WMA	$	69.26
ACH	9/4/2024	Steve Jordan	Meetings: 8/28 WMA; 8/29 EMA	$	138.52
ACH	9/4/2024	J. Brett Marymee	Meeting: 8/29 EMA	$	69.26
ACH	9/4/2024	Employment Development Dept.	EDD Tax Deposit (August 16-31, 2024)	$	754.33
ACH	9/4/2024	Five Star Bank (Payroll Acct)	Payroll Tax Deposit (August 16-31, 2024)	$	4,981.75
ACH	9/9/2024	Lincoln Financial Group	401a Plan Employer Match (partial 8/31/24)	$	597.99
ACH	9/9/2024	Lincoln Financial Group	457 Plan Employee Deferred Comp. (8/31/24) & Employer Match (partial 8/31/24)	$	2,797.09
1321	9/10/2024	Young Wooldridge	August 2024 Legal Service	$	6,567.00
1322	9/10/2024	William Buelow	August 2024 Expense Reimbursement	$	585.37
1323	9/10/2024	Valley Bookkeeping Services	August 2024 Bookkeeping	$	380.00
1324	9/10/2024	US Bank Corp	August 2024 CalCard	$	2,940.97
1325	9/10/2024	Pacific Gas & Electric	August 2024 Electric Service	$	482.07
1326	9/10/2024	Onsite Computers & Design	IT support plus 1-year Antivirus and email protection software	$	1,142.60
1327	9/10/2024	Jim Heyerly	September 2024 Rent	$	1,600.00
1328	9/10/2024	J. Brett Marymee	August 2024 Expense Reimbursement Urban Water Institute Conference	$	119.26
1329	9/10/2024	Hawkins Pappas	August 2024 Outside Staff Support GW Database Development	$	476.20
1330	see October 2024 warrant list		-		-
ACH	9/12/2024	SDRMA	October 2024 Insurance - Employee Benefits plus additional July, August & September 2024	$	1,272.49
ACH	9/17/2024	Payroll	September 1-15, 2024 Salary	$	11,716.85
ACH	9/17/2024	Employment Development Dept.	EDD Tax Deposit (September 1-15, 2024)	$	754.33
ACH	9/17/2024	Five Star Bank (Payroll Acct)	Payroll Tax Deposit (September 1-15, 2024)	$	4,935.83
1331	9/24/2024	Stetson Engineers	July 2024 Engineering Service	$	30,672.45
1332	9/24/2024	Inklings Printing Co.	Business Cards - Alex Pappas	$	46.93
			TOTAL	**$**	**84,817.40**

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

OCTOBER 2024 WARRANT LIST FOR BOARD APPROVAL

(Account held at Five Star Bank)

NUMBER	DATE	PAYEE	DESCRIPTION		AMOUNT
1330	10/1/2024	Jim Heyerly	October 2024 Rent	$	1,600.00
1331-1332	see September 2024 Warrant List		-		-
ACH	10/2/2024	Payroll	September 16-30, 2024 Salary	$	11,062.19
ACH	10/2/2024	Mark Altshuler	Meeting: 9/18/24	$	69.26
ACH	10/2/2024	Robert Dunlap	Meeting: 9/18/24	$	69.26
ACH	10/2/2024	Steve Jordan	Meeting: 9/18/24; 9/6 & 9/25 WMA; 9/26 EMA	$	277.05
ACH	10/2/2024	Larry Lahr	Meeting: 9/18/24; 9/4 & 9/6 CMA	$	207.79
ACH	10/2/2024	J. Brett Marymee	Meeting: 9/18/24; 9/6 & 9/26 EMA	$	207.79
ACH	10/4/2024	Employment Development Dept.	EDD Tax Deposit (September 16-30, 2024)	$	705.92
ACH	10/4/2024	Five Star Bank (Payroll Acct)	Payroll Tax Deposit (September 16-30, 2024)	$	4,937.62
ACH	10/4/2024	Lincoln Financial Group	401a Plan Employer Match (partial 9/15/24)	$	597.99
ACH	10/4/2024	Lincoln Financial Group	457 Plan Employee Deferred Comp. (9/15/24) & Employer Match (partial 9/15/24)	$	2,797.09
ACH	10/4/2024	Lincoln Financial Group	401a Plan Employer Match (partial 9/30/24)	$	597.99
ACH	10/4/2024	Lincoln Financial Group	457 Plan Employee Deferred Comp. (9/30/24) & Employer Match (partial 9/30/24)	$	2,797.09
1333	10/10/2024	Hawkins Pappas	September 2024 Outside Staff Support GW Database Development	$	331.60
1334	10/10/2024	Inklings Printing Co.	Dec. 2024 GW Production Reporting Forms	$	1,498.44
1335	10/10/2024	Onsite Computers & Design	1-year Adobe Acrobat Pro software (4 licenses)	$	1,151.52
1336	10/10/2024	Pacific Gas & Electric	September 2024 Electric Service	$	411.38
1337	10/10/2024	SDRMA	FY 24-25 Property and Liability Insurance Additional Premium: increased contents limit	$	139.48
1338	10/10/2024	Stetson Engineers	August 2024 Engineering Service	$	25,147.67
1339	10/10/2024	US Bank Corp	September 2024 CalCard	$	2,529.92
1340	10/10/2024	Valley Bookkeeping Services	September 2024 Bookkeeping	$	380.00
1341	10/10/2024	William Buelow	Additional August and September 2024 Expense Reimbursement	$	177.36
1342	10/10/2024	Young Wooldridge	September 2024 Legal Service	$	10,513.61
1343	10/17/2024	SDRMA	Employee Benefits: November 2024 Medical and Ancillary Insurance plus October 2024 Medical	$	8,305.73
ACH	10/17/2024	SDRMA	Employee Benefits: December 2024 Medical and Ancillary Insurance (pre-paid)	$	778.49
ACH	10/17/2024	Payroll	October 1-15, 2024 Salary	$	11,062.19
ACH	10/17/2024	Employment Development Dept.	EDD Tax Deposit (October 1-15, 2024)	$	705.92
ACH	10/17/2024	Five Star Bank (Payroll Acct)	Payroll Tax Deposit (October 1-15, 2024)	$	4,799.92
ACH	10/17/2024	Lincoln Financial Group	401a Plan Employer Match (partial 10/15/24)	$	597.99
ACH	10/17/2024	Lincoln Financial Group	457 Plan Employee Deferred Comp. (10/15/24) & Employer Match (partial 10/15/24)	$	2,797.09
			TOTAL	**$**	**97,255.35**

STAFF MEMORANDUM

DATE:	December 11, 2024	
TO:	SYRWCD Board of Directors	
FROM:	Bill Buelow, General Manager	Amber Thompson, Secretary to the Board
SUBJECT:	Appointments of Board Representatives	

The purpose of this memorandum is to summarize the need to (1) appoint two SYRWCD representatives to each of the three Groundwater Sustainability Agencies (GSAs) in the Santa Ynez Basin and (2) designate representatives to certain membership associations. The three GSAs were formed under Joint Powers Agreements (JPA). There are a minimum of four meetings per year for each GSA. Additional special meetings may be called as needed. **Each of these designated appointments will have the authority to vote on issues for that organization on behalf of SYRWCD**. The schedule of meetings and current representation are summarized below.

Central Management Area GSA JPA: Director and Alternate Director

The Santa Ynez River Valley Groundwater Basin (SYRVGB) Central Management Area GSA JPA Board of Directors have **regular meetings scheduled for 10:00 a.m. on the fourth (4th) Monday of February, May, August, and November.** Meetings are held at the Buellton City Council Chambers in Buellton. Currently, Director Lahr is serving as the primary Representative and Director Dunlap as the Alternate.

ACTION: Appoint a Director and Alternate Director to the SYRVGB Central Management Area GSA JPA Board of Directors, effective immediately.

Eastern Management Area GSA JPA: Director and Alternate Director

The SYRVGB Eastern Management Area GSA JPA Board of Directors have **regular meetings scheduled for 6:30 p.m. on the fourth (4th) Thursday of February, May, August, and November.** Meetings are held at the Santa Ynez Community Services District meeting room in Santa Ynez. Currently, Director Marymee is serving as the primary Representative and Director Jordan as the Alternate.

ACTION: Appoint a Director and Alternate Director to the SYRVGB Eastern Management Area GSA JPA Board of Directors, effective immediately.

Western Management Area GSA JPA: Director and Alternate Director

The SYRVGB Western Management Area GSA JPA Board of Directors have **regular meetings scheduled for 2:00 p.m. on the fourth (4th) Wednesday of February, May, August, and November.** Meetings are held at the Vandenberg Village Community Services District board room in Lompoc. Currently, Director Jordan is serving as the primary Representative and Director Dunlap as the Alternate.

ACTION: Appoint a Director and Alternate Director to the SYRVGB Western Management Area GSA JPA Board of Directors, effective immediately.

California Special District Association (CSDA): Representative

The District is a member of California Special District Association (CSDA). Either a director or a Staff member may serve as the District's representative for CSDA. There is no requirement to attend meetings. Currently the Board President, Director Larry Lahr, has the authority to vote on CSDA items on behalf of the District.

ACTION: Designate a Director or the General Manager as the District's representative to CSDA, effective immediately.

Santa Barbara County Chapter of the CSDA: Representative and Alternate

The District is a member of the Santa Barbara County Chapter of the California Special District Association (SBCCSDA). A District representative and alternate representative may be a Director or an employee. The SBCCSDA holds regular meetings (educational dinner meetings) **on the fourth Monday of the month at various locations within Santa Barbara County.** There is no requirement to attend meetings. Currently, no representative or alternate representative has been appointed to represent SYRWCD at the SBCCSDA.

ACTION: Designate a Director or the General Manager as the District's representative and/or alternate to the SBCCSDA, effective immediately.

Urban Water Institute: Designate Director

The District is a member of the Urban Water Institute (UWI). Every member of the UWI, in good standing, has a seat available on the UWI Board of Directors. To participate on the UWI Board of Directors, a SYRWCD Director must be designated by the SYRWCD Board to fill the seat. **The UWI Board meets semi-annually during the Spring and Fall at UWI Conferences in various locations in California.** There is no requirement to attend UWI meetings. Currently, no Director has been designated to represent the District with UWI.

ACTION: Designate a SYRWCD Director to be considered for a seat as a Director for the UWI Board of Directors, effective immediately.

Urban Water Institute
14271 Jeffrey Road, #509
Irvine, CA 92620
(949) 679-9676

November 15, 2024

Dear Santa Ynez River Water Conservation District,

We are delighted to have you as a valued member of the Urban Water Institute (UWI). As a member in good standing, you have the opportunity to appoint a representative to serve on our Board of Directors.

This is an exciting opportunity to play an active role in shaping the future of water management. Our Board of Directors meets twice yearly on the first day of our Spring and Annual Conferences. These meetings provide a unique opportunity to influence conference topics/speakers and advise on the strategic direction of UWI. In addition to participating in the Board meetings, directors are encouraged to promote UWI membership, conferences and sponsorships to help grow the organization.

To nominate a representative, simply send your nominee's name, bio and professional headshot by January 31, 2025 to admin@urbanwater.com. Nominees will be voted in at our next Board meeting, scheduled for February 26, 2025 at 10am in Palm Springs.

To see the current list UWI Board members or find out more about our Board structure, visit our website at: urbanwater.com/board-of-directors. Please feel free to reach out with any questions you may have.

Respectfully,

Ane Deister,

UWI Executive Director

Welcome to our new website! Dismiss

2025 Elections

At the January 27, 2025 Chapter Meeting (https://www.sbccsda.org/2025-01-27-sbccsda-chapter-meeting), a new Board of Directors will be elected. Please submit your nominations before **January 3, 2025**. Note: nominations will also be accepted from the floor.

NOMINATIONS

PRESIDENT

Incumbent: Jay Freeman, Board Member, ISLA VISTA COMMUNITY SERVICES DISTRICT

Name

District

VICE-PRESIDENT

No incumbent

Name

District

TREASURER

No incumbent

Name

District

SECRETARY

Incumbent: Cynthia Allen, Staff Member, VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Name

District

AT-LARGE MEMBERS (Up to four at-large directors)

Incumbent: Craig Geyer, Board Member, GOLETA WEST SANITARY DISTRICT

Join our mailing list Privacy - Terms

Name

District

Incumbent: Robert Thomas, Board Member, GOLETA WEST SANITARY DISTRICT

Name

District

Incumbent: Ron Stassi, Board Member, VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

Name

District

Incumbent: Carol Reynolds, Staff Member, MISSION HILLS COMMUNITY SERVICES DISTRICT

Name

District

Submit

SBCCSDA Bylaws (https://www.sbccsda.org/files/8a68711f7/SBCCSDA+Adopted+Bylaws+0223.pdf)

ARTICLE III – Directors

Section 1. Number, Term, and Qualifications

The Board of Directors shall consist of up to 9 directors as follows:

President, Vice President, Secretary, and Treasurer.

Immediate Past President.

Up to four at-large directors. It is the intent of the membership that directors be elected so as to reflect a balance of special districts by geography, type, and size.

Each director shall either be a member of the governing body or an employee of a regular member. An independent contractor who provides substantial services to a regular member is considered an employee.

No more than two individuals from any district may be on the Board of Directors.

Directors shall serve for a term of one year or until a successor is elected

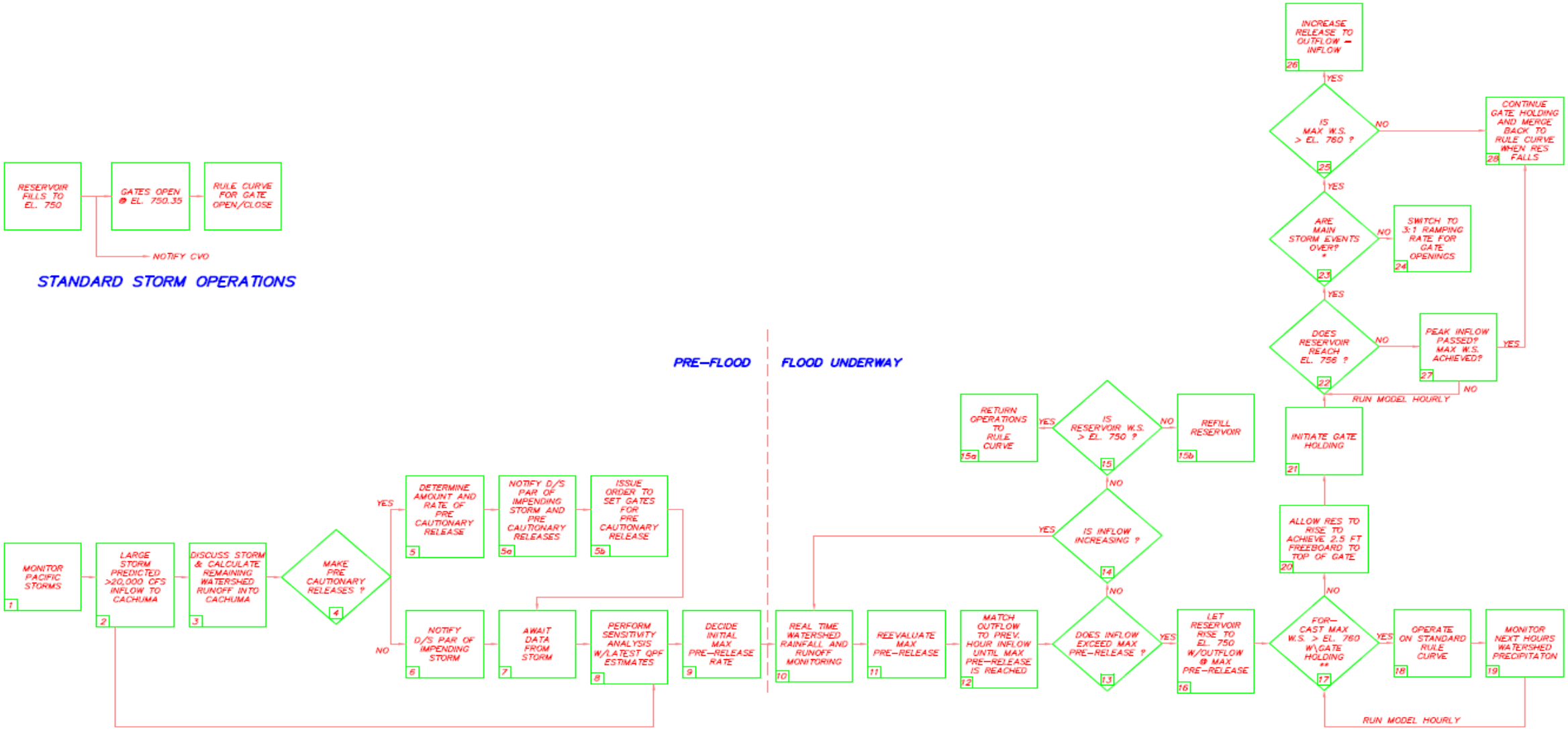
COPYRIGHT © 2024 SANTA BARBARA COUNTY CHAPTER OF THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
3217 TERMINAL DRIVE, SANTA MARIA CA 93455
TELEPHONE (805) 922-1726

PRIVACY POLICY (/PRIVACY-POLICY)
DISTRICT TRANSPARENCY (TRANSPARENCY.HTML)
POWERED BY STREAMLINE (HTTP://WWW.GETSTREAMLINE.COM/) | SIGN IN (HTTPS://WWW.SBCCSDA.ORG/USERS/SIGN_IN?DESTINATION=%2F2025-ELECTIONS)

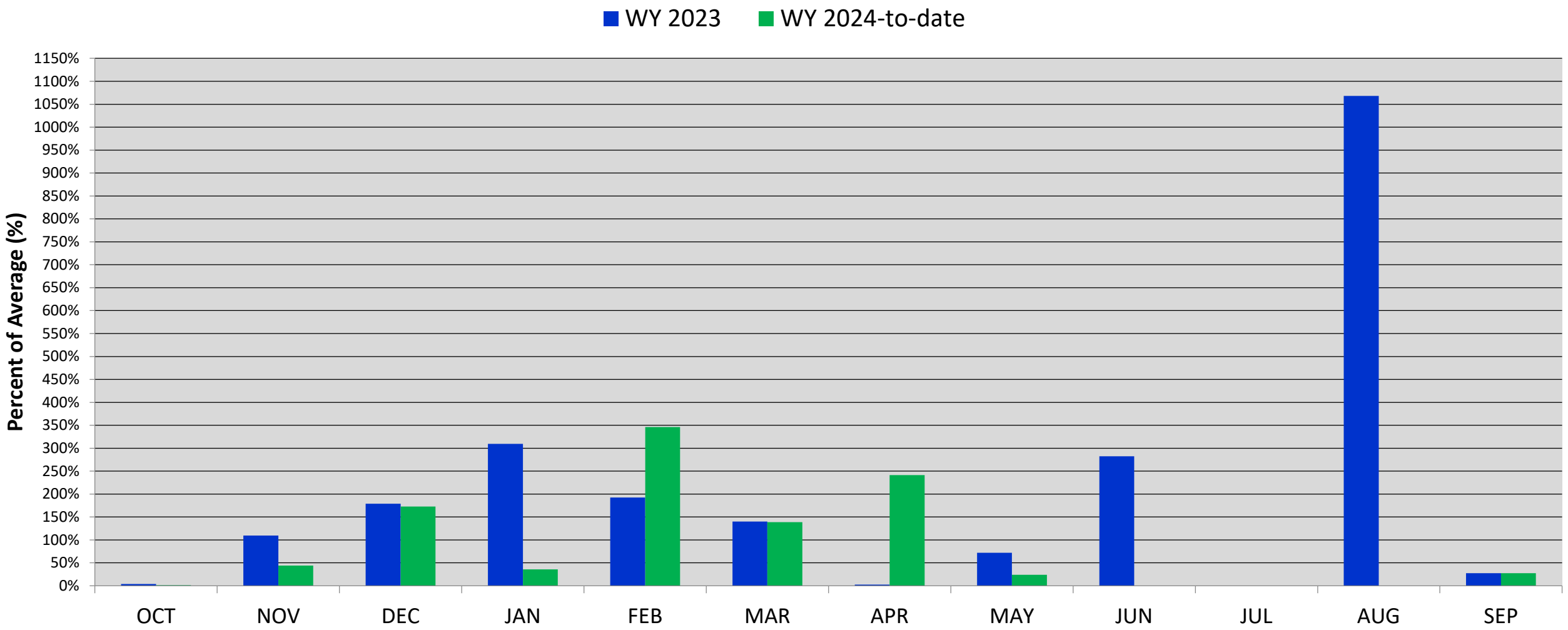
Join our mailing list

BUREAU OF RECLAMATION

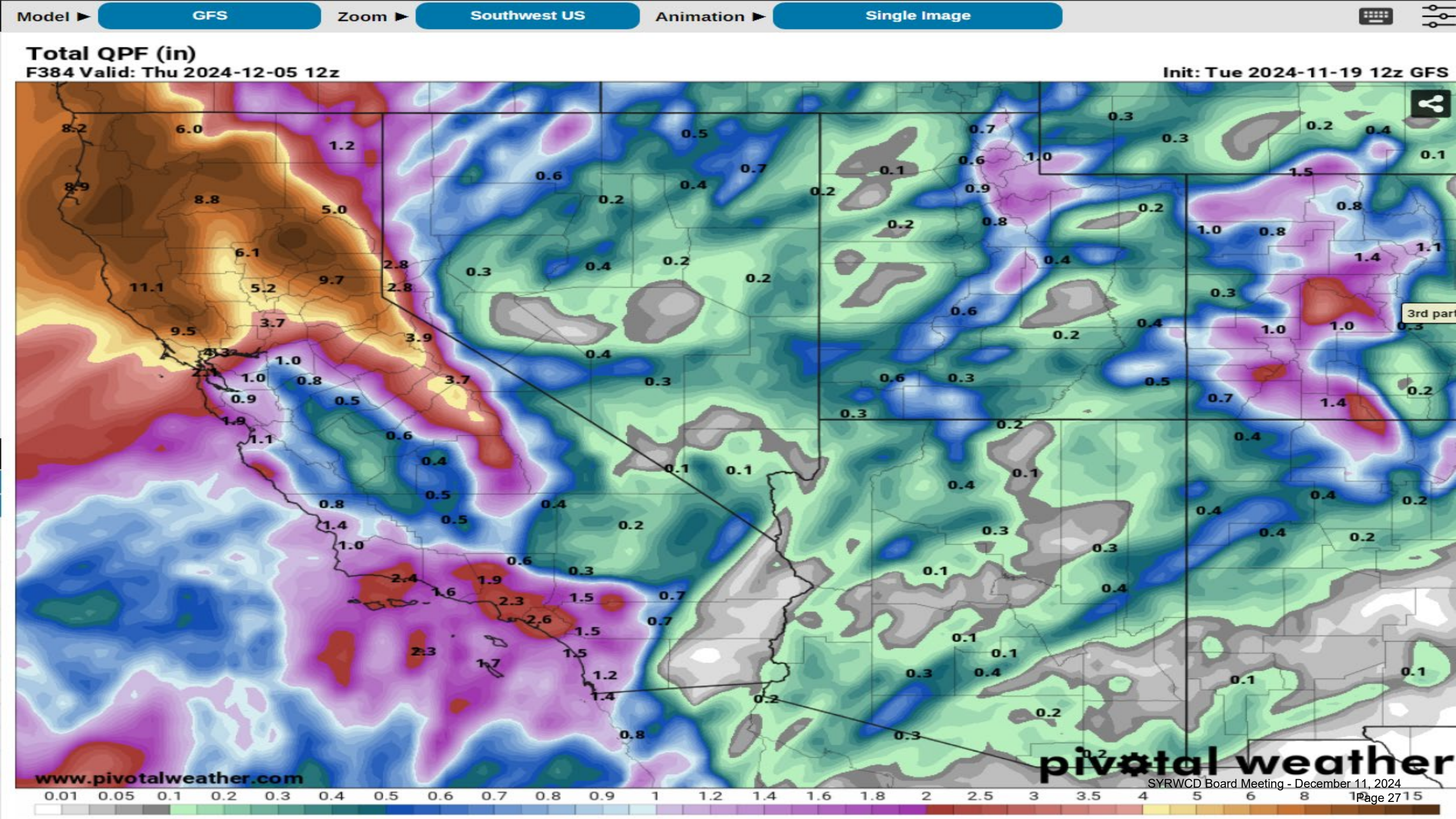
Bradbury Dam WY 2024 Reservoir Operations Overview


RESERVOIR FILLS TO EL. 750
GATES OPEN @ EL. 750.35
RULE CURVE FOR GATE OPEN/CLOSE
NOTIFY CVO
STANDARD STORM OPERATIONS
PRE-FLOOD
FLOOD UNDERWAY
1 MONITOR PACIFIC STORMS
2 LARGE STORM PREDICTED >20,000 CFS INFLOW TO CACHUMA
3 DISCUSS STORM & CALCULATE REMAINING WATERSHED RUNOFF INTO CACHUMA
4 MAKE PRE CAUTIONARY RELEASES ?
YES
5 DETERMINE AMOUNT AND RATE OF PRE CAUTIONARY RELEASE
5a NOTIFY D/S PAR OF IMPENDING STORM AND PRE CAUTIONARY RELEASES
5b ISSUE ORDER TO SET GATES FOR PRE CAUTIONARY RELEASE
NO
6 NOTIFY D/S PAR OF IMPENDING STORM
7 AWAIT DATA FROM STORM
8 PERFORM SENSITIVITY ANALYSIS W/LATEST QPF ESTIMATES
9 DECIDE INITIAL MAX PRE-RELEASE RATE
10 REAL TIME WATERSHED RAINFALL AND RUNOFF MONITORING
11 REEVALUATE MAX PRE-RELEASE
12 MATCH OUTFLOW TO PREV. HOUR INFLOW UNTIL MAX PRE-RELEASE IS REACHED
13 DOES INFLOW EXCEED MAX PRE-RELEASE ?
YES
14 IS INFLOW INCREASING ?
YES
NO
15 IS RESERVOIR W.S. > EL. 750 ?
YES
15a RETURN OPERATIONS TO RULE CURVE
NO
15b REFILL RESERVOIR
16 LET RESERVOIR RISE TO EL. 750 W/OUTFLOW @ MAX PRE-RELEASE
17 FOR-CAST MAX W.S. > EL. 760 W\GATE HOLDING **
YES
18 OPERATE ON STANDARD RULE CURVE
19 MONITOR NEXT HOURS WATERSHED PRECIPITATION
RUN MODEL HOURLY
NO
20 ALLOW RES TO RISE TO ACHIEVE 2.5 FT FREEBOARD TO TOP OF GATE
21 INITIATE GATE HOLDING
22 DOES RESERVOIR REACH EL. 756 ?
NO
27 PEAK INFLOW PASSED? MAX W.S. ACHIEVED?
YES
RUN MODEL HOURLY
NO
23 ARE MAIN STORM EVENTS OVER? *
NO
24 SWITCH TO 3:1 RAMPING RATE FOR GATE OPENINGS
YES
25 IS MAX W.S. > EL. 760 ?
NO
28 CONTINUE GATE HOLDING AND MERGE BACK TO RULE CURVE WHEN RES FALLS
YES
26 INCREASE RELEASE TO OUTFLOW = INFLOW
MODIFIED STORM OPERATIONS
NOTES
1. * Only scattered showers remaining.
2. **Forecast based on rain fallen and remaining estimate of rainfall.
3. PAR—Population at Risk.
4. QPF—Quantitative Precipation Forecast.
5. D/S—Downstream.
6. Modified storm operations will not be implemented until the watershed is saturated.
7. Precautionary releases will not be made in advance of the storm season and they will only be made if the watershed is generating runoff.
8. ☐ Denotes the step number within the flowchart that corresponds to the Modified Storm Operations Stepped Progression IN the Standard Operating Procedures (SOP) for Bradbury Dam.
ALWAYS THINK SAFETY
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION
CACHUMA PROJECT — CALIFORNIA
BRADBURY DAM
STANDARD AND MODIFIED STORM OPERATIONS DECISION PROCESS
DESIGNED J. SCHNEIDER, P.E. CHECKED W. FIEDLER, P.E.
DRAWN J. SCHNEIDER, P.E. TECH. APPR.
DENVER, COLORADO
386-D-1063

WY 2024 Bradbury Dam Precipitation



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Average	0.77	1.45	2.98	5.23	4.62	4.25	1.16	0.42	0.06	0.01	0.02	0.11
WY 2023	0.03	1.59	5.34	16.21	8.89	5.95	0.03	0.30	0.17	0.00	0.25	0.03
WY 2024	0.01	0.64	5.16	1.87	15.99	5.90	2.80	0.10	0.00	0.00	0.00	0.03

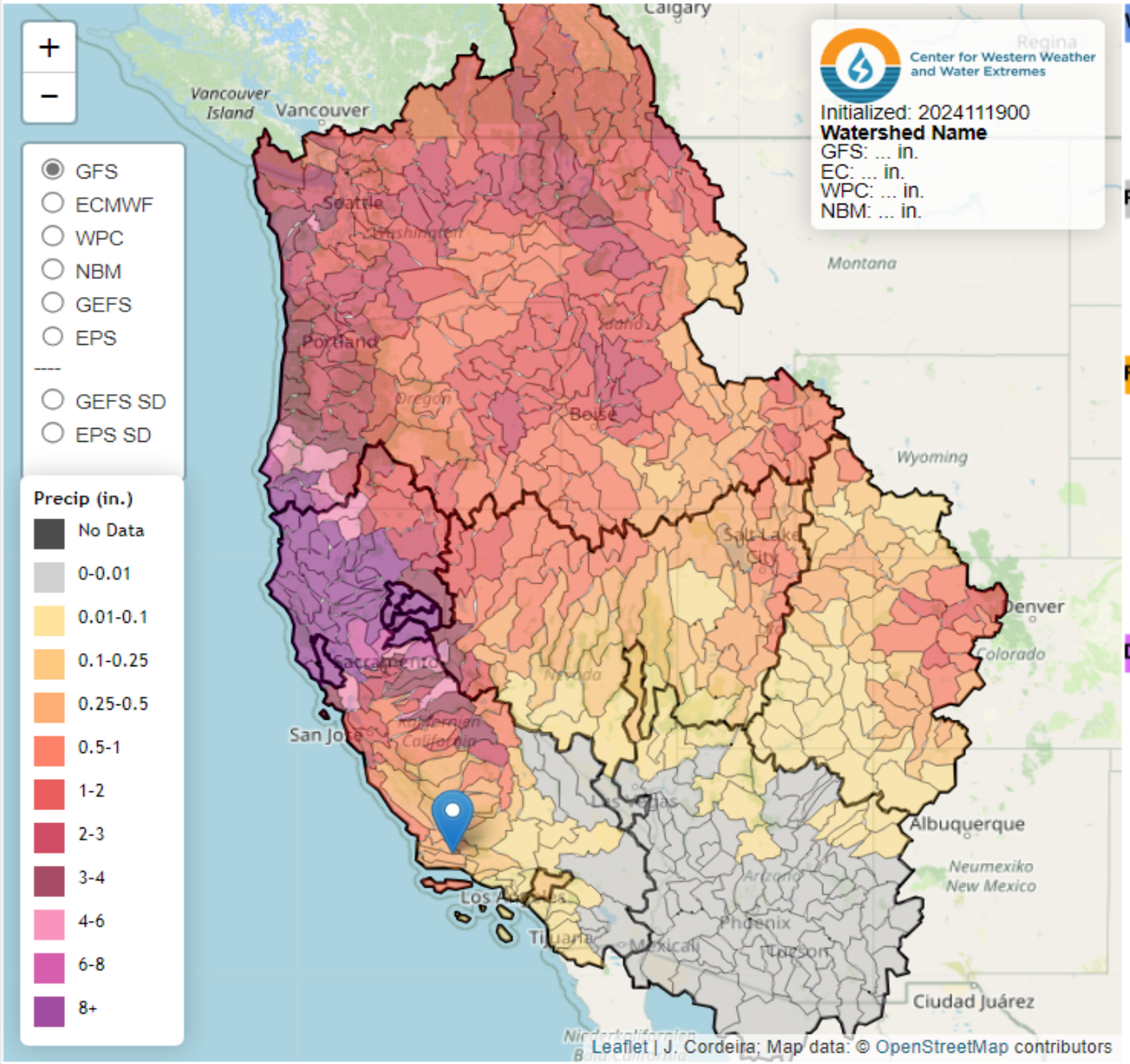

Model ► GFS
Zoom ► Southwest US
Animation ► Single Image
Total QPF (in)
F384 Valid: Thu 2024-12-05 12z
Init: Tue 2024-11-19 12z GFS
www.pivotalweather.com
pivotal weather
0.01 0.05 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1 1.2 1.4 1.6 1.8 2 2.5 3 3.5 4 5 6 8 10 15

CW3E Precipitation Forecasts

Primary support by the California Atmospheric Rivers Program and U.S. Army Corps of Engineers FIRO Program
Return to CW3E Homepage.

Western US Basins | Select California Sub-Basins | AQPI Sub-Basins | Select Reservoir Catchments | CONUS ASOS | Refresh Entire Page

10-day Model Precipitation Forecasts



Watershed and Update Information

Watershed Name:	Santa Ynez
Watershed ID:	18060010 (HUC8)
Watershed Area:	573821 Acres
Image updated:	Tue Nov 19 08:07:02 AM PST 2024



Past Precipitation Information [Stage-IV Valid: 1200 UTC 11/19/2024]

Duration	Amount	Departure	%Departure	%WYTD	%Norm WY Total
WY to Date	0.10 in.	-1.97 in.	5.0%	100.0%	0.4%
Last 30 days	0.10 in.	-1.32 in.	7.2%	98.9%	0.4%
Last 10 days	0.02 in.	-0.53 in.	2.8%	15.1%	0.1%

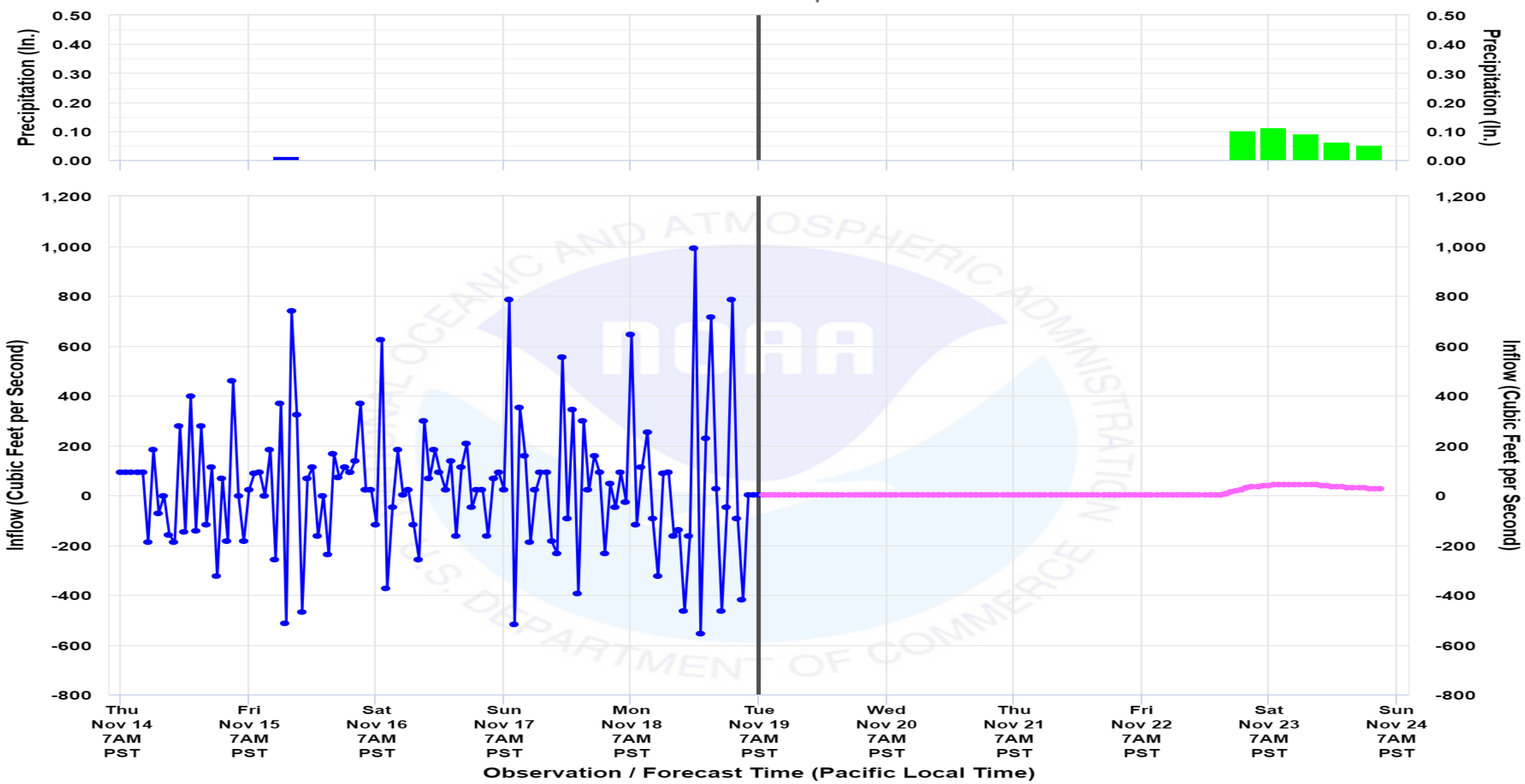
Forecast Summary of Mean Areal Precipitation and Volume

Model	Initialization	Total QPF	Total Volume	Duration
GFS Op.	2024111900	0.33 in.	15 TAF	10 days
ECMWF Op.	2024111900	0.68 in.	32 TAF	10 days
NOAA WPC	2024111900	0.87 in.	41 TAF	7 days
National Blend	2024111900	1.00 in.	47 TAF	10 days
GEFS Ens Mean	2024111900	0.51 in. ±0.52	24 TAF ±24	10 days
ECMWF Ens Mean	2024111900	1.50 in. ±0.98	71 TAF ±46	10 days

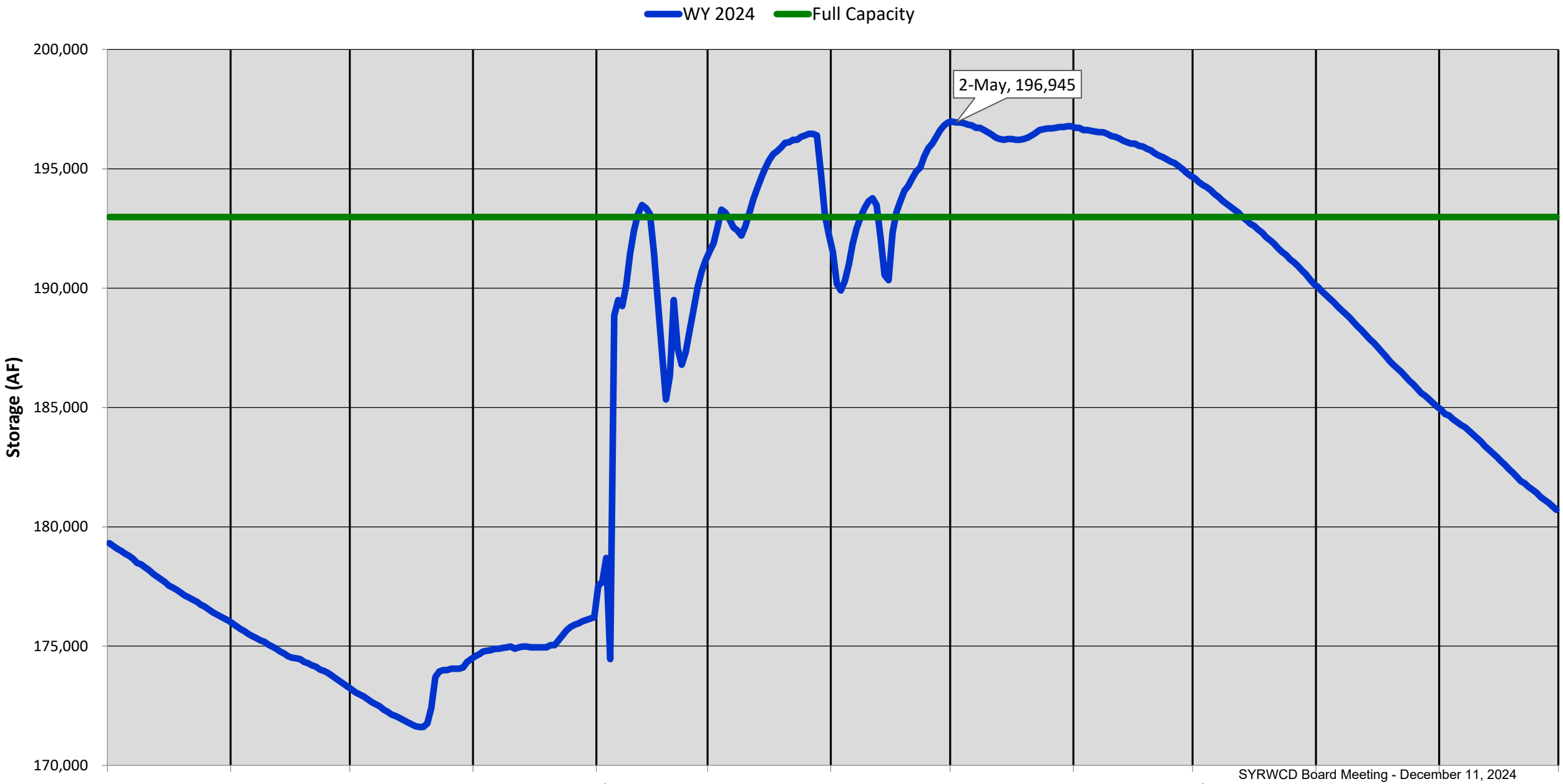
Daily and Multi-Day Precipitation Forecast Totals

Model	Day-1	Day-2	Day-3	Day-4	Day-5	Day-6	Day-7	Days-8-10
GFS Op.	0.00	0.00	0.00	0.00	0.06	0.02	0.01	0.24
ECMWF Op.	0.00	0.00	0.00	0.00	0.19	0.46	0.03	0.00
NOAA WPC	0.00	0.00	0.00	0.00	0.26	0.34	0.28	X
National Blend	0.00	0.00	0.00	0.00	0.52	0.33	0.08	0.08
GEFS Ens Mean	0.00	0.00	0.00	0.00	0.12	0.21	0.13	0.05
ECMWF Ens Mean	0.00	0.00	0.00	0.00	0.34	0.43	0.30	0.43

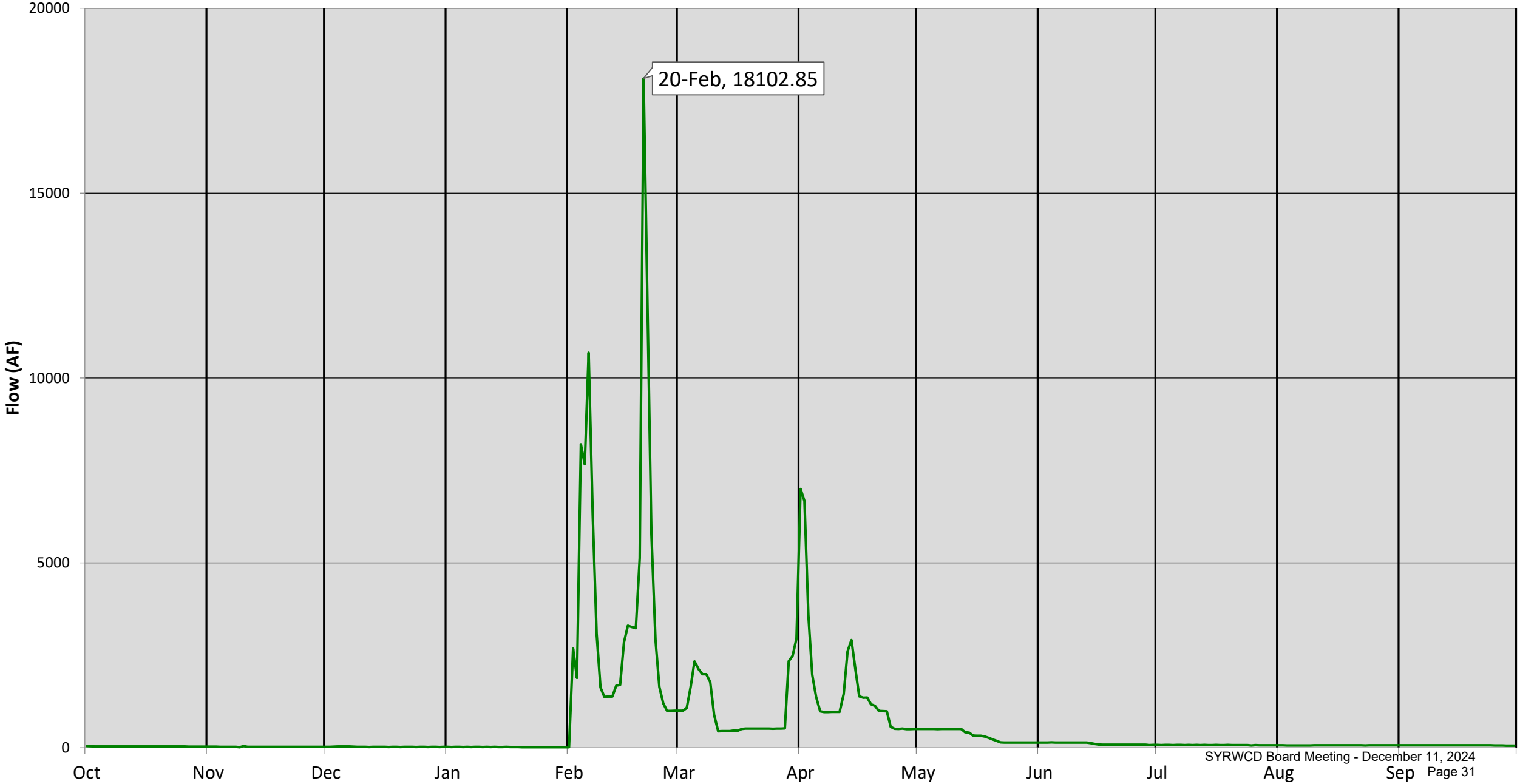
Table created Tue Nov 19 08:07:07 AM PST 2024 for the Santa Ynez Watershed; HUC8=18060010. Supports FIRO and CA AR Programs at CW3E. Experimental.


Santa Ynez River - Lake Cachuma (CCHC1)
Reservoir Inflow Plot
Forecast Posted: 11/19/2024 at 7:51 AM PST • Graphic Created: 11/19/2024 at 7:58 AM PST
Precipitation (In.)
0.50
0.40
0.30
0.20
0.10
0.00
Inflow (Cubic Feet per Second)
1,200
1,000
800
600
400
200
0
-200
-400
-600
-800
Thu Nov 14 7AM PST
Fri Nov 15 7AM PST
Sat Nov 16 7AM PST
Sun Nov 17 7AM PST
Mon Nov 18 7AM PST
Tue Nov 19 7AM PST
Wed Nov 20 7AM PST
Thu Nov 21 7AM PST
Fri Nov 22 7AM PST
Sat Nov 23 7AM PST
Sun Nov 24 7AM PST
Observation / Forecast Time (Pacific Local Time)
NOAA / NWS / California Nevada River Forecast Center • California Department of Water Resources
Observed (Simulated)
Forecast
Guidance

WY 2024 Bradbury Dam Storage



WY 2024 Bradbury Dam River Releases



Lake Cachuma Daily Operations

96%	NWS Forecast Inflow Outlook AF	Computed Inflow AF	Elev (FT)	Storage - AF		Surface Area	Inflow - AF		Precipitation		Releases - AF					Evaporation	
				Storage	Change	Acres	Computed	CCWA	in	AF	South Coast	Hilton Creek	WR 89-18	Outlet	Spillway	in	AF
	50%							Schedule	Schedule		Historical	Schedule	Schedule	Schedule	Schedule	Historical	
1/31/2024	2000	112.50	747.47	176,214		2,935.74								No	No	77%	
2/1/2024	200	800	747.92	177,536	1321.54	2,951	799.61	0.00	2.42	596.13	25.65	13.36	0.00	3.00	0.00	0.170	32.19
2/2/2024	3,000	2730	747.97	177,683	146.84	2,953	2,730.32	0.00	0.53	130.42	18.21	13.53	0.00	2.00	2,665.00	0.080	15.16
2/3/2024	1,600	2924	748.31	178,692	1009.38	2,965	2,924.14	0.00	0.00	0.00	13.85	13.49	0.00	274.00	1,602.00	0.060	11.42
2/4/2024	700	3906	746.87	174,457	-4235.42	2,915	3,906.04	0.00	0.36	87.46	15.82	13.36	0.00	275.00	7,921.00	0.020	3.74
2/5/2024	8,300	20808	751.67	188,855	14398.26	3,081	20,808.01	0.00	4.95	1,270.99	13.28	13.47	0.00	225.00	7,429.00	0.000	0.00
2/6/2024	9,100	10710	751.88	189,501	645.92	3,088	10,710.24	0.00	2.48	638.15	16.63	13.84	0.00	191.00	10,481.00	0.000	0.00
2/7/2024	9,200	6083	751.80	189,255	-246.07	3,085	6,083.00	0.00	0.05	12.86	20.32	13.84	0.00	199.00	6,085.00	0.120	23.76
2/8/2024	5,500	3859	752.08	190,119	863.83	3,094	3,858.73	0.00	0.48	123.77	21.91	13.85	0.00	198.00	2,873.00	0.060	11.91
2/9/2024	2,100	2967	752.50	191,424	1305.52	3,108	2,967.34	0.00	0.00	0.00	21.95	13.89	0.00	153.00	1,463.00	0.050	9.97
2/10/2024	1,500	2411	752.82	192,419	994.68	3,119	2,411.23	0.00	0.00	0.00	22.62	13.91	0.00	78.00	1,284.00	0.090	18.01
2/11/2024	1,500	2106	753.04	193,104	685.17	3,126	2,106.44	0.00	0.00	0.00	22.24	13.98	0.00	80.00	1,289.00	0.080	16.05
2/12/2024	1,300	1801	753.16	193,481	376.99	3,130	1,800.85	0.00	0.00	0.00	22.81	13.98	0.00	79.00	1,292.00	0.080	16.07
2/13/2024	1,800	1598	753.12	193,355	-125.66	3,129	1,597.92	0.00	0.00	0.00	27.53	13.99	0.00	375.00	1,293.00	0.070	14.05
2/14/2024	1,700	1497	753.04	193,104	-251.32	3,126	1,496.51	0.00	0.00	0.00	31.81	13.98	0.00	396.00	1,292.00	0.070	14.04
2/15/2024	1,500	1277	752.52	191,486	-1617.68	3,109	1,277.44	0.00	0.00	0.00	32.18	13.96	0.00	400.00	2,441.00	0.040	7.98
2/16/2024	1,300	1247	751.84	189,378	-2108.49	3,087	1,246.98	0.00	0.00	0.00	31.83	13.87	0.00	397.00	2,889.00	0.120	23.77
2/17/2024	1,400	1257	751.17	187,317	-2060.80	3,065	1,256.65	0.00	0.00	0.00	31.92	13.82	0.00	397.00	2,857.00	0.090	17.70
2/18/2024	1,400	1231	750.52	185,333	-1983.66	3,044	1,231.26	0.00	0.25	63.42	31.83	13.74	0.00	397.00	2,826.00	0.050	9.77
2/19/2024	500	500	749.47	182,161	-3172.64	3,007	500.00	0.00	3.00	760.98	35.45	14.00	0.00	397.00	3,967.00	0.103	20.17
2/20/2024	1,500	1500	748.01	177,820	-4340.68	2,954	1,500.00	0.00	2.30	576.36	33.34	14.00	0.00	397.00	5,950.50	0.115	22.20
2/21/2024	13,500	13500	750.46	185,174	7354.23	3,042	13,500.00	0.00	1.10	270.80	33.73	14.00	0.00	397.00	5,950.50	0.113	21.34
2/22/2024	11,300	11300	752.06	190,083	4908.34	3,094	11,300.00	0.00	0.10	25.35	35.10	14.00	0.00	397.00	5,950.50	0.105	20.41
2/23/2024	10,500	10500	753.37	194,162	4079.90	3,137	10,500.00	0.00	0.00	0.00	34.27	14.00	0.00	397.00	5,950.50	0.123	24.33
2/24/2024	6,200	6200	753.30	193,939	-223.48	3,135	6,200.00	0.00	0.00	0.00	36.85	14.00	0.00	397.00	5,950.50	0.125	25.14
2/25/2024	4,200	4200	753.22	193,699	-239.66	3,132	4,200.00	0.00	0.00	0.00	37.91	14.00	0.00	397.00	3,967.00	0.118	23.75
2/26/2024	3,200	3200	752.83	192,460	-1239.26	3,119	3,200.00	0.00	0.00	0.00	37.78	14.00	0.00	397.00	3,967.00	0.117	23.48
2/27/2024	3,900	3900	752.97	192,912	452.27	3,124	3,900.00	0.00	0.00	0.00	36.83	14.00	0.00	397.00	2,975.25	0.123	24.66
2/28/2024	4,700	4700	753.37	194,161	1248.62	3,137	4,700.00	0.00	0.00	0.00	40.66	14.00	0.00	397.00	2,975.25	0.122	24.46
2/29/2024	3,290	3290	753.48	194,495	334.07	3,141	3,290.00	0.00	0.00	0.00	40.70	14.00	0.00	397.00	2,479.38	0.123	24.86
Total (AF)	115,890.00	132,002.71	753.48	194,495	18,280.74	3,140.90	132,002.71	0.00	18.02	4,556.69	825.02	401.86	0.00	8,486.00	108,065.38	2.54	500.39

Data based on 24-hour period ending 0800

Bottom of Gates	720 feet
Full Reservoir Level	753 feet

WY 2024 Summary

- Inflow 237,846 AF
  - Natural River 237,365 AF
  - CCWA 481 AF
- Releases 232,458 AF
  - Tecolote 15,934 AF
  - Hilton Creek 5,033 AF
  - Outlet 45,336 AF
  - 89-18 0 AF
  - Spillway 166,155 AF
- Storage
  - October 1, 2023 179,316 AF
  - September 30, 2024 180,595 AF (196,976 AF Maximum)
  - Change in Storage 1,279 AF

WY 2024 Summary

- Flood Management
  - Began: February 2nd
  - Ended: June 21st
  - Duration: 140 days

  - Releases:
    - Spillway: 9,274 CFS (Max outflow on Feb 19th)
    - Outlet Works: 257 CFS (Max outflow)
    - Hilton Creek: 7 CFS (Max outflow)

Any Questions?

Rufino Gonzalez
Acting Operations Division Chief
RGonzalez@usbr.gov

BUREAU OF RECLAMATION

COUNTY OF SANTA BARBARA
PUBLIC WORKS DEPARTMENT – WATER RESOURCES DIVISION – WATER AGENCY

2024 Lake Cachuma Winter Storm Operations Kickoff



November 18, 2024

Matt Young
Santa Barbara County Water Agency

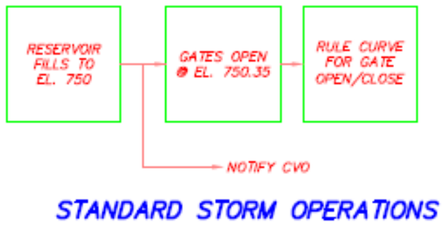
one COUNTY one FUTURE

Agenda

1. Welcome and Introductions
2. Overview of Modified Storm Operations Procedures
3. Review of WY 2024 Modified Storm Operations Implementation
4. WY 2025 Operations
5. Questions/Discussion



Modified Storm Operations



STANDARD STORM OPERATIONS

PRE–FLOOD

FLOOD UNDERWAY

MODIFIED STORM OPERATIONS

NOTES

1. * Only scattered showers remaining.
2. **Forecast based on rain fallen and remaining estimate of rainfall.
3. PAR–Population at Risk.
4. QPF–Quantitative Precipation Forecast.
5. D/S–Downstream.
6. Modified storm operations will not be implemented until the watershed is saturated.
7. Precautionary releases will not be made in advance of the storm season and they will only be made if the watershed is generating runoff.
8. ☐ Denotes the step number within the flowchart that corresponds to the Modified Storm Operations Stepped Progression IN the Standard Operating Procedures (SOP) for Bradbury Dam.

ALWAYS THINK SAFETY

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

CACHUMA PROJECT – CALIFORNIA

BRADBURY DAM

STANDARD AND MODIFIED STORM OPERATIONS DECISION PROCESS

DESIGNED J. SCHNEIDER, P.E. CHECKED W. FIEDLER, P.E.

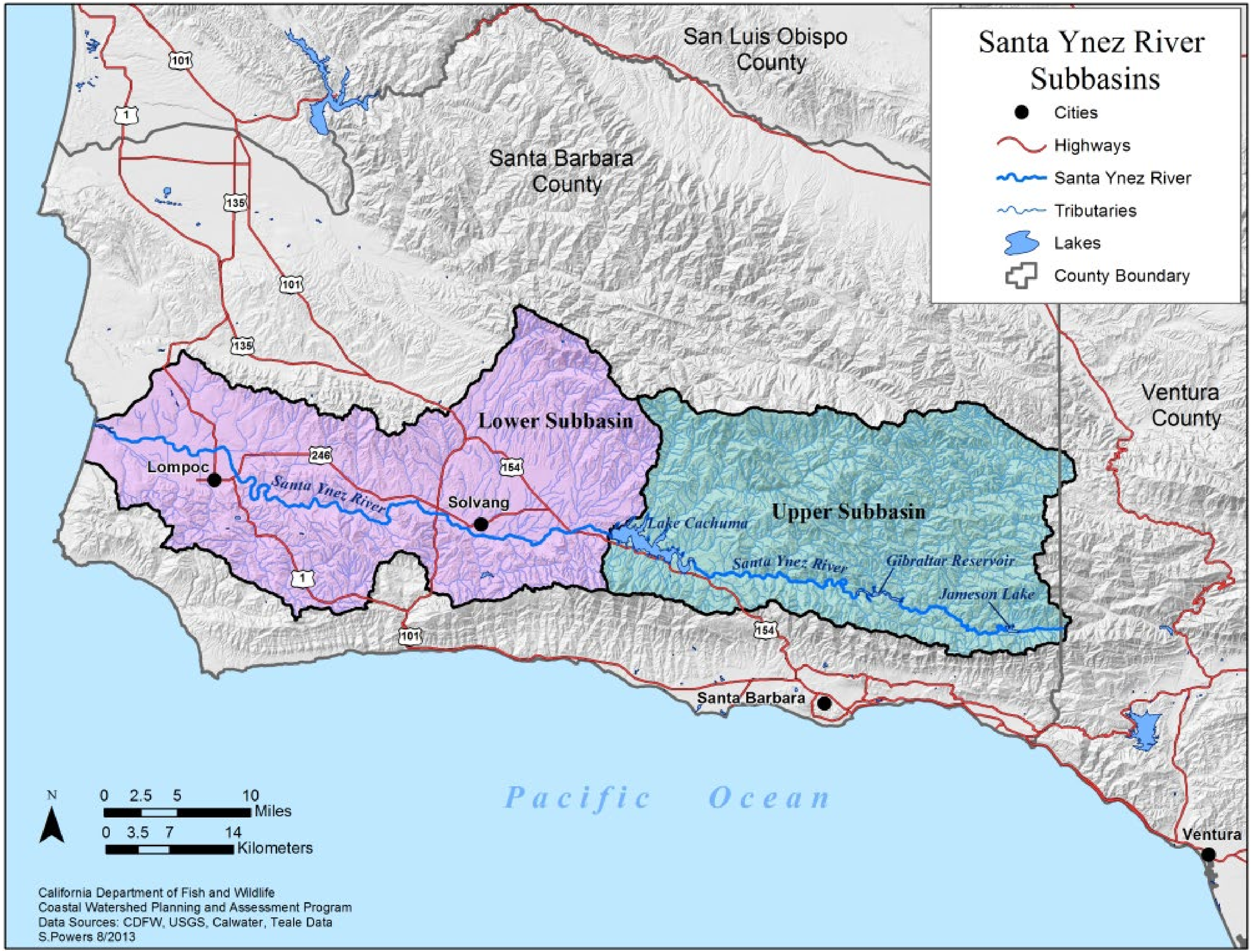
DRAWN J. SCHNEIDER, P.E. TECH. APPR.

APPROVED (REGIONAL DIRECTOR)

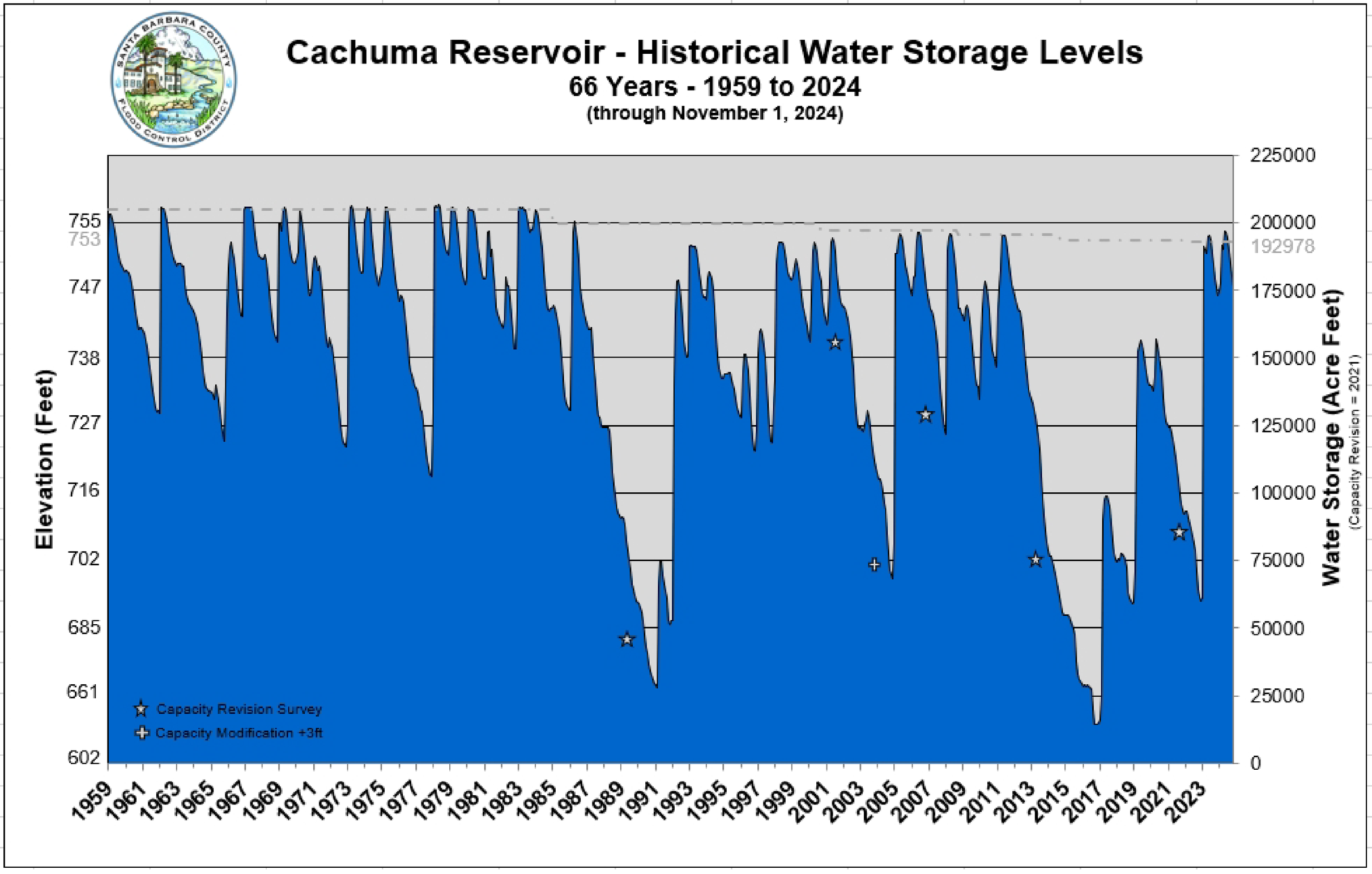
CAD STATUS AutoCAD Rel. 15.06 DENVER, COLORADO DATE SHEET 1 OF 1 ADD'L PLANNING DOCUMENT NO.

386–D–1063

Santa Ynez River System



Cachuma Reservoir – Water Storage



Hydrologic Gauges and Real-Time Website

County Automated Flood Warning System



County-Wide Automated Gauge Network
(Rain, Stream, Reservoir ~ 95 Sites)

and

Real-Time Camera Images
(10 Camera Sites)





Real-time Data to EOC & Office

SHEF Internet Feed

NOAA — National Oceanic and Atmospheric Administration, U.S. Department of Commerce

Data routed to National Weather Service (NWS)

Flash Flood Advisories



Automated Text Alerts



Real-time Website Routing

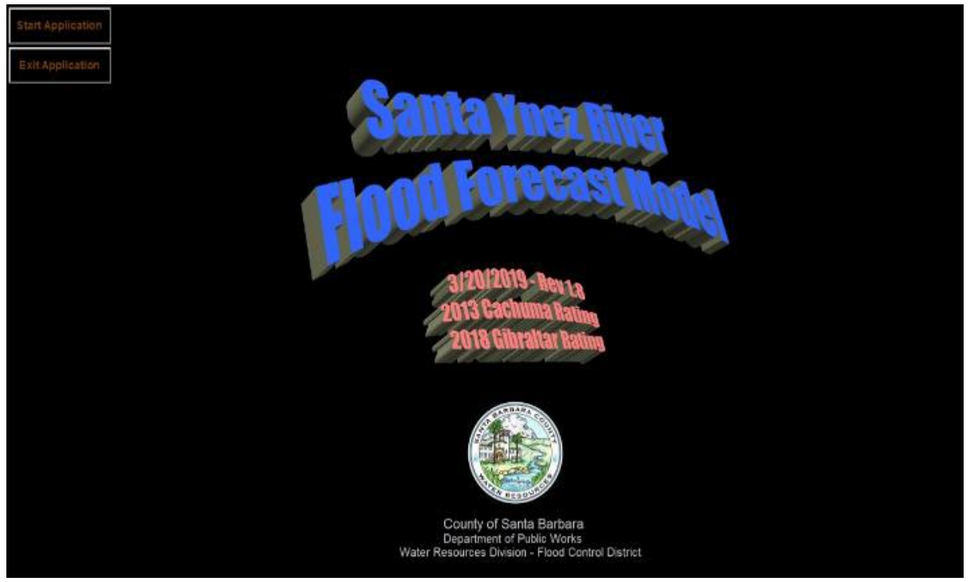


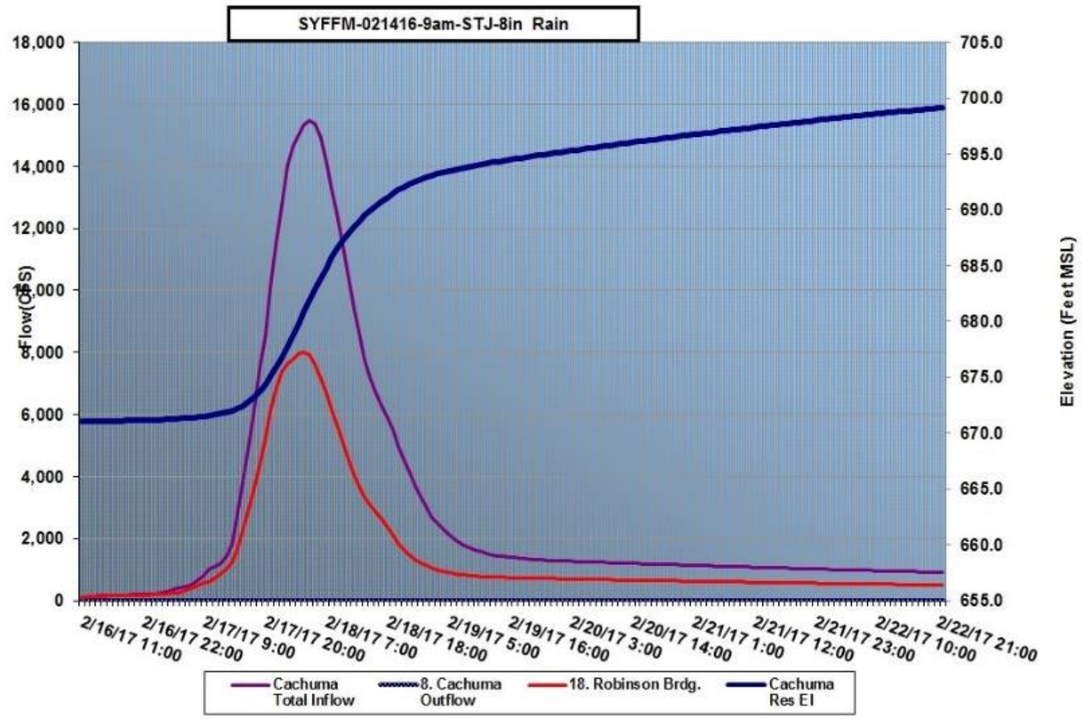
Rain, Stream, Reservoirs



Real-time website access for Flood Control & Emergency Operations, and General Public

Hydrologic Modeling
FC River (SYR Flood Forecast Model)





MODEL CAPABILITIES

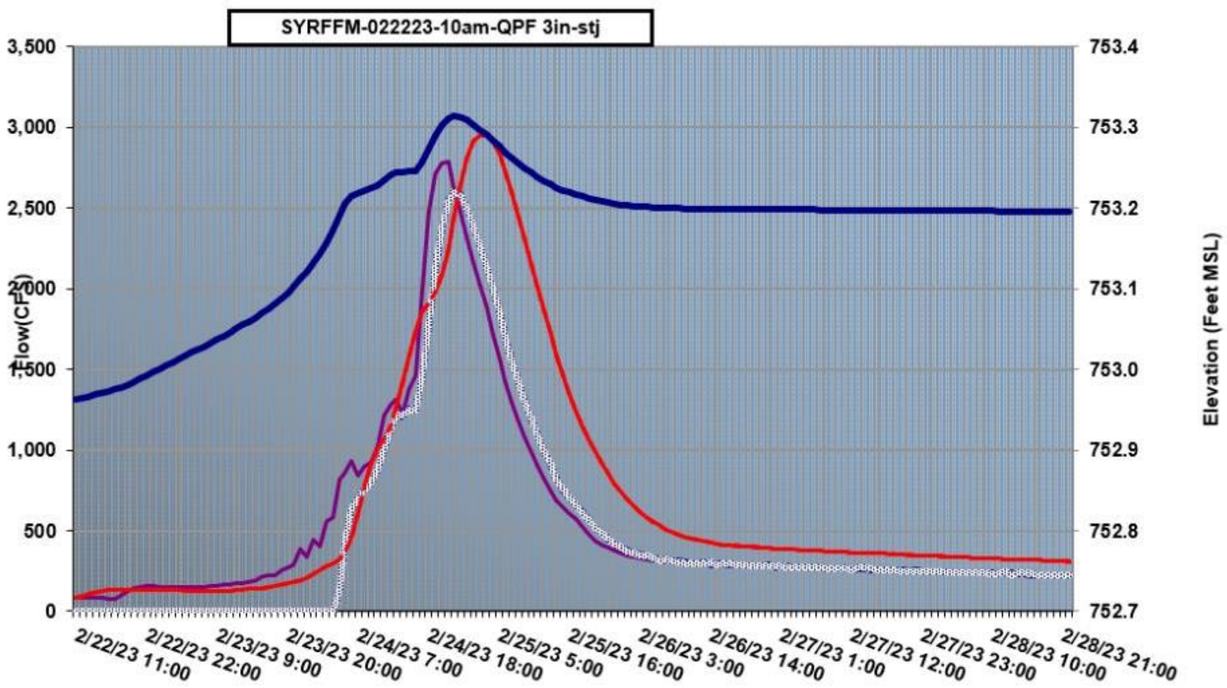
SFCFCD modeling provides an indication of possible Santa Ynez River response.

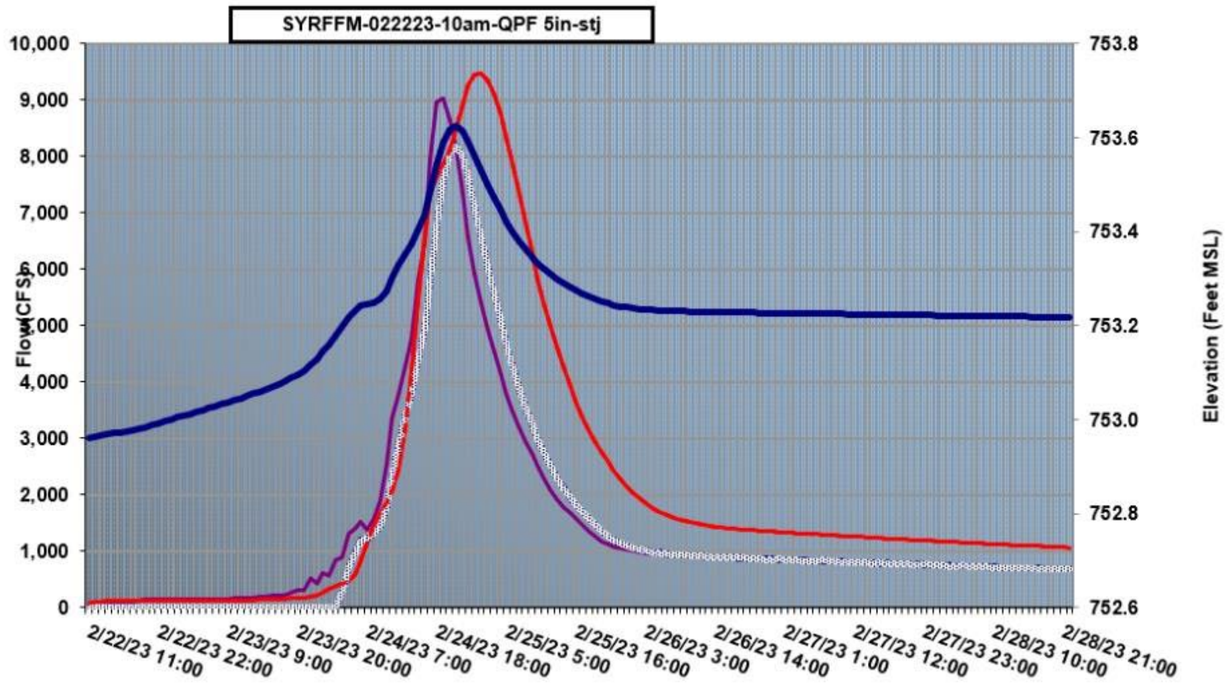
- Predictions & Timing for:
  - -Reservoir Levels / Volume / Inflows / Outflows
  - -River Peak Discharge (CFS) at various SYR Sites.
- Numerical Tabulation & Graphical Hydrograph Depictions

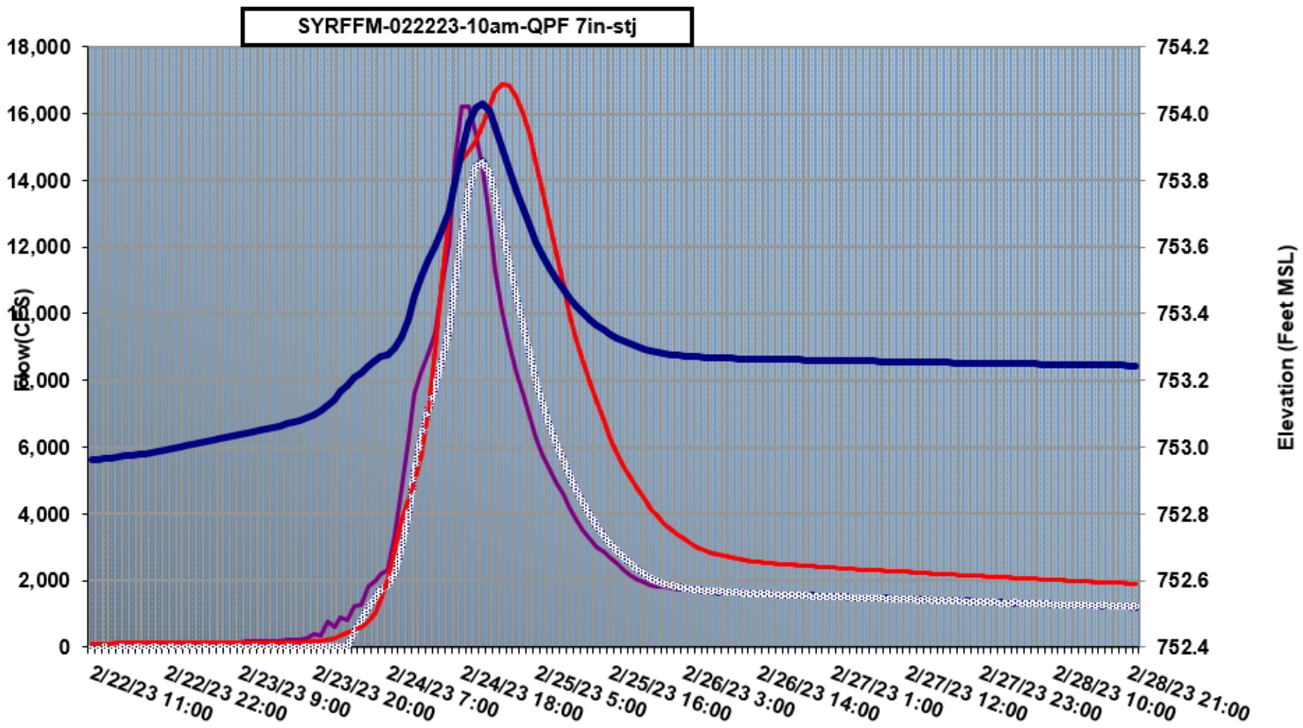
MODEL LIMITATIONS

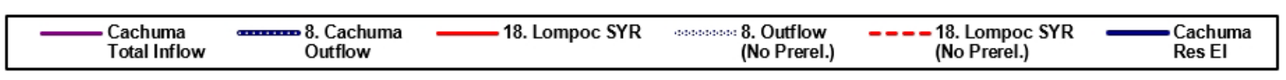
- Fundamental limitations of any model - with watershed assumptions / estimated inputs.
- Not suitable to model weak storms, with low run-off potential.
- Relies on forecast rainfall data (NWS QPF).
- Based on limited number of established rain gauge sites & AI references.
- Burn-area watershed response not accounted for in model.
- Snow accumulation not considered.

Hydrologic Modeling – Example Outputs









Hydrologic Modeling
Cachuma Recess Inflow Prediction Model

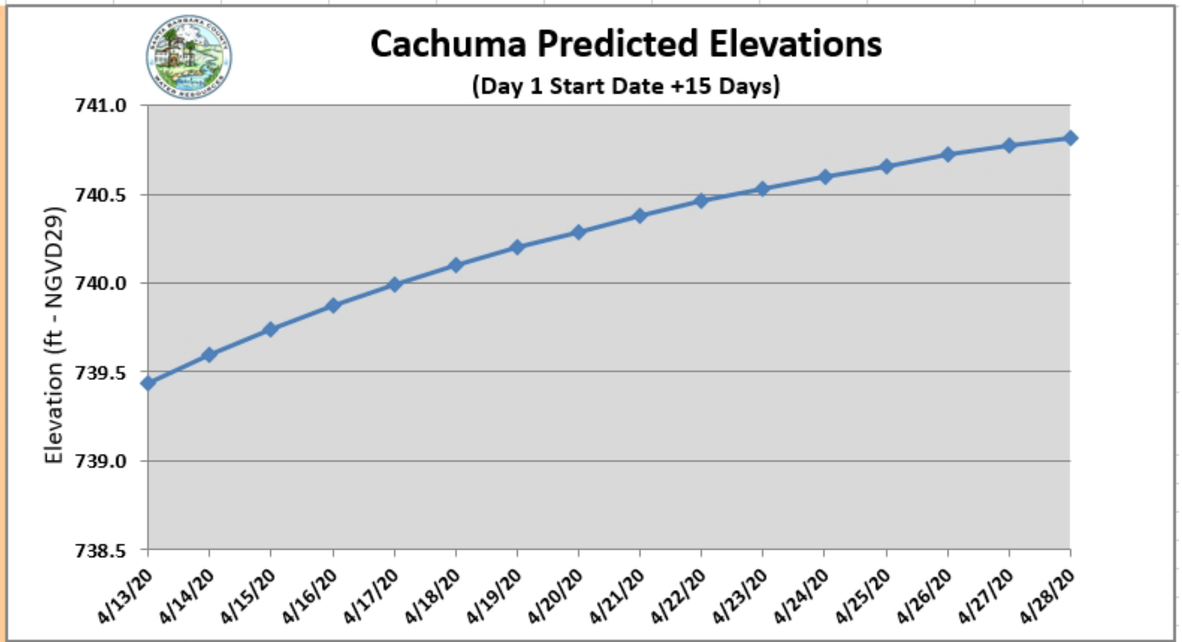
Cachuma Inflow Predictions

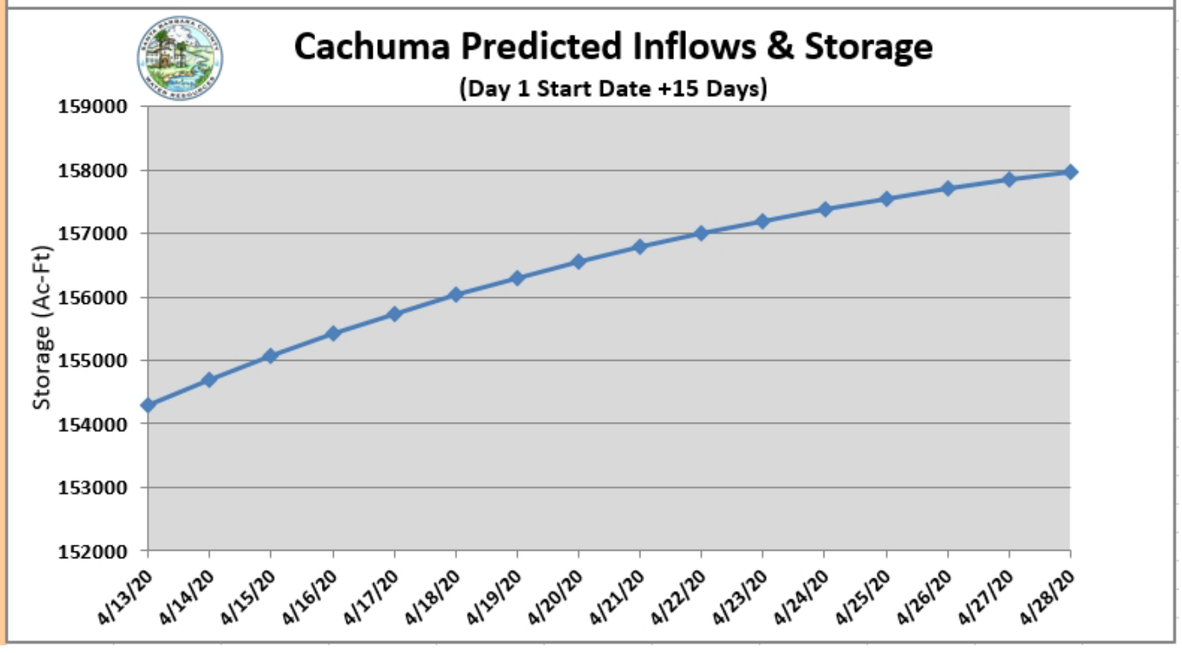
Santa Barbara County Flood Control District

This spreadsheet provides predictions of Cachuma Lake recession inflow. The start of the recession curve should be considered the 3rd to 5th day after the peak or when quickflow has ended and inflow is predominately derived from baseflow. The equations used in this spreadsheet were generated using the USGS program RECESS to analyze historical Cachuma Lake recession data. Yellow cells require input data. Green and blue cells will be automatically updated. Calculated daily inflow data is available online at the USBR website: http://www.usbr.gov/mp/cvo/current.html.

Enter date of Day 1 of recession:	4/13/20
Enter base inflow on Day 1 of recession (ac-ft/day):	500
Enter static inflow (+) ie: SWP, or outflow/releases (-), (ac-ft/day):	-60
Enter Cachuma Storage on Day 1 (ac-ft):	154300
Computed equivalent day on Master Recession Curve:	19.6

Date	Day on MRC	Log Q	Predicted Inflow (ac-ft)	Static In/Out Flow (ac-ft)	Accumulated Inflow (ac-ft)	Pred. Recession	Predicted Cachuma Storage (ac-ft)	Elev (ft) NGVD-29
4/13/20	19.6	2.70	500	-60	440		154300	739.4
4/14/20	20.6	2.67	465	-60	845	0.93	154705	739.6
4/15/20	21.6	2.64	433	-60	1218	0.93	155078	739.7
4/16/20	22.6	2.61	404	-60	1563	0.93	155423	739.9
4/17/20	23.6	2.58	378	-60	1880	0.93	155740	740.0
4/18/20	24.6	2.55	353	-60	2173	0.94	156033	740.1
4/19/20	25.6	2.52	331	-60	2444	0.94	156304	740.2
4/20/20	26.6	2.49	310	-60	2694	0.94	156554	740.3
4/21/20	27.6	2.46	291	-60	2926	0.94	156786	740.4
4/22/20	28.6	2.44	274	-60	3139	0.94	156999	740.5
4/23/20	29.6	2.41	257	-60	3336	0.94	157196	740.5
4/24/20	30.6	2.38	242	-60	3519	0.94	157379	740.6
4/25/20	31.6	2.36	228	-60	3687	0.94	157547	740.7
4/26/20	32.6	2.33	215	-60	3842	0.94	157702	740.7
4/27/20	33.6	2.31	203	-60	3986	0.94	157846	740.8
4/28/20	34.6	2.28	192	-60	4118	0.94	157978	740.8
4/29/20	35.6	2.26	182	-60	4239	0.95	158099	740.9
4/30/20	36.6	2.23	172	-60	4351	0.95	158211	740.9
5/1/20	37.6	2.21	163	-60	4453	0.95	158313	741.0
5/2/20	38.6	2.19	154	-60	4547	0.95	158407	741.0
5/3/20	39.6	2.16	146	-60	4633	0.95	158493	741.0
5/4/20	40.6	2.14	138	-60	4712	0.95	158572	741.0
5/5/20	41.6	2.12	131	-60	4783	0.95	158643	741.1
5/6/20	42.6	2.10	125	-60	4848	0.95	158708	741.1
5/7/20	43.6	2.07	119	-60	4907	0.95	158767	741.1
5/8/20	44.6	2.05	113	-60	4960	0.95	158820	741.1
5/9/20	45.6	2.03	107	-60	5007	0.95	158867	741.2
5/10/20	46.6	2.01	102	-60	5049	0.95	158909	741.2
5/11/20	47.6	1.99	97	-60	5086	0.95	158946	741.2





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

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

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

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

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

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

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

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

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

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

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

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

1. The above recitals are true and correct and incorporated herein by reference.

2. SYRWCD as Grantee will administer Component 1 of the Project, and shall be entitled to seek reimbursement from the State for its costs of administration consistent with the Grant Agreement including Exhibit B hereto. The GSAs individually and/or collectively will carry out Project Components 2 through 8, or portions thereof, as reflected in Exhibit B hereto, and shall be entitled to seek reimbursement from State for such efforts through Grantee, including reimbursable efforts of GSA member agencies and member agency and GSA consultants and subconsultants (as applicable), consistent with the Grant Agreement and Exhibit B hereto.

3. The Parties carrying out Project Components shall carry them out, including, as applicable, completing, operating and maintaining their respective components, in accordance with applicable requirements of the Grant Agreement, and the Parties recognize that failure to do so could lead to, among other things, the State withholding and/or requiring repayment of disbursements for one or more of the Project Components as more specifically provided in the Grant Agreement including, but not limited to, Paragraph 8 of the Grant Agreement. Without limiting the scope of the foregoing, in the event the State requires reimbursement of any disbursement for any Project Component, then the Party or Parties carrying out such Component, as applicable, shall be responsible for any such repayment.

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

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

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

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

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

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

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

10. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

to Indemnification provisions of Paragraph 11 of this Agreement.

17. To the extent consistent with the Grant Agreement and subject to any approval as may be required from the State, the Parties may agree in writing during the term of this Agreement to amend the Grant Agreement Project Components Budget Allocation as set forth in Exhibit B to this Agreement. In the event that a GSA determines that it will not or cannot utilize grant funding or complete work that has been allocated to its respective Management Area as set forth in Exhibit B to this Agreement, said GSA shall provide written notice to the other Parties, at which time the Parties shall meet and confer in good faith to establish an amendment to Exhibit B to this Agreement that is consistent with the terms and purpose of the Grant Agreement and this Agreement. Notwithstanding the foregoing, if any GSA abandons carrying out a Project Component, or portion thereof, or fails to cure any breach of this Agreement within 30 days of receipt of Notice of Breach from Grantee, then Grantee may, in its sole discretion serve written notice to the GSA or GSAs, as applicable, that the Grantee intends to terminate this Agreement due to the breach in ~~30~~ 60 days and, if the breach is not timely and reasonably cured, terminate this Agreement as to the GSA(s) in whole or part. To the extent consistent with the Grant Agreement and subject to any approval as may be required from the State and in the absence of some other re-allocation agreed to by the Grantee and applicable GSA(s) pursuant to the meet and confer process described above, Grant funding budgeted for allocation to but not fully used by a Project Component or a portion of a Project Component carried out by a GSA, due to its abandonment, termination or some other reason will be proportionally added to the other portion(s) of the same Project Component carried out by the other GSA(s), if applicable, and, to the extent there is still budgeted funding not fully used, the remaining budgeted funding will be allocated among the other Project Components in such amounts and proportions as are agreed to by the Grantee and applicable GSA(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEE	**CMA GSA**
William J. Buelow	Name
General Manager	Title
P.O. Box 719	Address
Santa Ynez, CA 93460	Address
805-693-1156	Phone
bbuelow@syrwcd.com	E-mail

EMA GSA	**WMA GSA**
Name	Name
Title	Title
Address	Address
Address	Address
Phone	Phone
E-mail	E-mail

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

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

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

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

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

SIGNATURES

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT (GRANTEE)

By: _____

Printed Name: _____
Title: _____
Date: _____

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

By: _____

Printed Name: Larry Lahr
Title: Chair
Date: 12/6/2024

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

By: _____

Printed Name: Joan Hartmann
Title: Director
Date: 12/6/2024

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

By: _____

Printed Name: Jeremy Ball
Title: Chair
Date: 12/6/2024

EXHIBIT A

[GRANT AGREEMENT]

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA

(DEPARTMENT OF WATER RESOURCES) AND

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

AGREEMENT NUMBER 4600015625

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

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

1. PURPOSE. The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the SGMA Implementation in the Santa Ynez River Basin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Groundwater Sustainability Plans (GSP), or Alternative(s) to a GSP, for the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA) of the Basin, which Grantee in combination with other local agencies manage through separate Groundwater Sustainability Agencies pursuant to SGMA . The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative(s) to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.

2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on JANUARY 03, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after April 15, 2026.

3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $5,534,000. Any additional costs are the responsibility of the Grantee.

4. BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:

   A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).

   B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by 11, “Submission of Reports” and Exhibit A, “Work Plan”.

   C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

      i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, “Work Plan” of this Grant Agreement.

      ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:

         a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF),

         b. Documents that satisfy the CEQA process are received by the State,

         c. The State has completed its CEQA compliance review as a Responsible Agency, and

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

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

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

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

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

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

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

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

   Invoices submitted by the Grantee shall include the following information:

   A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.

   B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

   C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

      i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

      ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

      iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

      iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

   Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Brian Moniz at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Brian Moniz at Brian.Moniz@water.ca.gov.
   All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

   A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

      i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

      ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.

      iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

      iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.

      v. Failure to routinely invoice the State pursuant to Paragraph 7.

      vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."

      vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.

   B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

      i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.

      ii. Terminate any obligation to make future payments to the Grantee.

      iii. Terminate the Grant Agreement.

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

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

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:

    A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.

    B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.

    C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.

    D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

    E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.

    F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

    A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.

C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.

E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.

F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.

12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

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

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.

14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

    A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

    B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

    C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

    D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

    E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

    A. By delivery in person.

    B. By certified U.S. mail, return receipt requested, postage prepaid.

    C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

    D. By electronic means.

    E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

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

Department of Water Resources	Santa Ynez River WCD
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236-0001 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	William J. Buelow, 3669 Sagunto Street, Suite 101 Santa Ynez, CA 93460 Phone: (805) 693-1156 Email: bbuelow@syrwcd.com **Mailing Address** P.O. Box 719 Santa Ynez, CA 93460

Direct all inquiries to the Grant Manager:

Department of Water Resources	Santa Ynez WCD
Brian Moniz Senior Water Resources Engineer P.O. Box 942836 Sacramento, CA 94236-0001 Phone: (818) 549-2325 Email: Brian.Moniz@water.ca.gov	William J. Buelow Assistant General Manager, 3669 Sagunto Street, Suite 101 Santa Ynez, CA 93460 Phone: (805) 693-1156 Email: bbuelow@syrwcd.com **Mailing Address** P.O. Box 719 Santa Ynez, CA 93460

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 1/19/2024

SANTA YNEZ RIVER
WATER CONSERVATION DISTRICT

William J. Buelow

William J. Buelow
Assistant General Manager

Date 1/19/2024

Approved as to Legal Form and Sufficiency

Ravinder Kapoor for

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 1/19/2024

KL CB

Exhibit A

WORK PLAN

Project Title: SGMA Implementation in the Santa Ynez River Basin

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

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

COMPONENT 1: GRANT ADMINISTRATION
Category (a): Grant Agreement Administration

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

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

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

<u>Deliverables:</u>

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

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

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

Category (a): Component Administration

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

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

Deliverables:

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

Category (b): Environmental / Design / Engineering

Task 1: Environmental Compliance and Permitting

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

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

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

Deliverables:

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

Task 2: Well Extraction Measurement and Reporting Program Development
Conduct research and establish a Data Management System (DMS) and services for receiving and reporting the extraction data. Conduct outreach to landowners, select and coordinate access agreements with a minimum of three volunteer landowners for each of the three management areas to where demonstration projects are proposed.

Deliverables:

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

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

Deliverables:

- Technical memorandum summarizing development of demonstration projects

Task 4: Basin-Wide Groundwater Extraction Measurement Program
Prepare a draft Implementing Rules and Regulations Document to provide specific guidance to well owners on well registration, measurement method criteria, and reporting requirements. Implement a two-phased Basin-wide groundwater extraction measurement program. Submit the draft Implementing Rules and Regulations Document to the DWR Grant Manager for review and concurrence.

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

Deliverables:

- Draft and final Implementing Rules and Regulations Document

Category (c): Implementation / Construction

Task 5: Demonstration Projects
Install infrastructure for demonstration projects, including meters, solar panels, telemetry equipment, and weather stations to support evapotranspiration estimates, as needed. Register demonstration projects wells, collect data from the demonstration projects, collate, and store said data with the chosen DMS software identified in Task 2. Evaluate the extraction methods and reported data to determine which measurement methods best fit each of the management areas, based on accessibility, cost, feasibility, and land use.

Deliverables:

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

Category (d): Monitoring / Assessment
Compile and analyze extraction production data. Update the existing groundwater model and water budgets, and provide additional information analyzing projected management area conditions.

Deliverables:

- Technical memorandum summarizing groundwater extraction data

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

Deliverables:

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

COMPONENT 3: SANTA YNEZ RIVER BASIN WMA, CMA AND EMA – SGMA RATE STUDY
Component 3 includes preparation of a rate study for each management area including the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA).

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

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

Deliverables:

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

Category (b): Environmental / Design / Engineering
Not applicable for this Component.

Category (c): Implementation / Construction
Not applicable for this Component.

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

Deliverables:

- Meeting agenda and minutes
- Final Rate Study

Category (e): Engagement / Outreach
Not applicable to this Component

COMPONENT 4: BASIN GSPS 5-YEAR UPDATE
Component 4 includes the preparation of Annual Reports, modifying the GSPs to respond to the anticipated DWR determination letter, and preparing the five-year GSP Updates for the Western Management Area (WMA), Central Management Area (CMA), and Eastern Management Area (EMA).

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

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

Deliverables:

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

Category (b): Environmental / Design / Engineering
Not applicable for this Component.

Category (c): Implementation / Construction
Not applicable for this Component.

Category (d): Monitoring / Assessment

Task 1: Annual Reporting
Prepare four (4) Annual Reports for each of the three Management Areas (reports may be combined into one), as required by DWR, including Water Year 2022, 2023, 2024, and 2025.

Deliverables:

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

Task 2: 2022 GSP Modifications
Modify the 2022 GSPs, as applicable, in response to DWR's review and evaluation of the Plans. Provide a response and modifications addressing DWR comments and/or concerns, should the 2022 GSPs be determined incomplete or inadequate.

Deliverables:

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

Task 3: Five-Year GSP Update
Assess applicable data and prepare the Five-Year GSP Plan Update. Update both the EMA numerical groundwater flow model and the WMA/CMA Model. Incorporate data from DWR's airborne electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data, as appropriate. Conduct a post audit to assess post-2018 model performances. Update input data sets and associated refinements of the Basin numerical models to support the 2027 5-year GSPs data evaluation and water budget calculations.

Deliverables:

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

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

Deliverables:

- All education and outreach materials
- Meeting agendas and minutes

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

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

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

Deliverables:

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

Category (b): Environmental / Design / Engineering

Task 1: Environmental Compliance and Permitting
Prepare environmental documentation and file Notice(s) of Exemption (NOE) with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

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

Deliverables:

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

Task 2: Land Purchase/Easements
Secure access agreements with landowners for expansion of the Monitoring Networks, as needed. Obtain any County encroachment permits and/or land use agreements. Acquire necessary permits required for the well installation(s).

Deliverables:

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

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

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

Deliverables:

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

Category (c): Implementation / Construction

Task 4: Advertise, Bid, and Award
Prepare finalized design plans and specifications. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

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

Deliverables:

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

Task 5: Monitoring Well and Equipment Installation
Install the monitoring wells, piezometers and surface water gages identified in Task 3. Prepare a health and safety plan and traffic control plan(s), prior to construction, as necessary. Submit a Health and Safety Plan prior to construction. Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the 100% design plans and specifications.

Deliverables:

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

Category (d): Monitoring / Assessment

Task 6: Monitoring Network Field Screening
Update Monitoring Networks to comply with SGMA reporting standards. Perform surveying or video logging by collecting site specific information for Representative Monitoring Wells (geographic locations, total well depth, depth interval(s) of perforations, and elevation of the measurement point for water level readings), as needed.

Deliverables:

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

Task 7: Data Collection, Assessment, and DMS Updates
Collect semi-annual groundwater level data from new wells and piezometers; bi-weekley streamflow measurements during storm events at the reconstructed stream gage; bi-weekley streamflow measurements during storm events at the new streamflow gage on the Santa Ynez River near Buellton; and quarterly water samples from the four identified seawater intrusion monitoring wells and analyze for standard minerals and seawater indicators post-installation.

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

Deliverables:

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

Category (e): Engagement / Outreach
Form Agricultural and Surface Water Advisory groups, prepare outreach materials, and identify potential new monitoring well sites and the siting and construction of a new surface water gage.

Deliverables:

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

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

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

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

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

Deliverables:

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

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

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

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

Deliverables:

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

Category (c): Implementation / Construction
Not applicable to this Component.

Category (d): Monitoring / Assessment
Not applicable to this Component.

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

Deliverables:

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

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

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

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

Deliverables:

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

Category (b): Environmental / Design / Engineering

Task 1: Develop Water Use Efficiency Strategic Plan and Design Demonstration Projects
Develop a Water Use Efficiency Strategic Plan. Gather background information of existing Plans and identify existing data gaps.

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

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

Deliverables:

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

Task 2: Environmental Compliance and Permitting
Prepare environmental documentation and file Notice(s) of Exemption (NOE) and Biological Assessment under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

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

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

Deliverables:

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

Task 3: Access Agreements and/or Encroachment Permits
Confirm site locations and acquire access agreements and/or easements as needed. Obtain any County encroachment permits and/or land use agreements.

Deliverables:

- Access agreements and/or enchroachment permits, as required

Category (c): Implementation / Construction

Task 4: Advertise, Bid, and Award
Prepare design plans and specifications. Submit design plans and specifications to the DWR Grant Manager for review and concurrence. Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

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

Deliverables:

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

Task 5: Monitoring Equipment at Water Use Efficiency Demonstration Projects

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

Deliverables:

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

Category (d): Monitoring / Assessment

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

Deliverables:

- Technical memorandum summarizing BMPs

Category (e): Engagement / Outreach

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

Deliverables:

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

COMPONENT 8: RECYCLED WATER FEASIBILITY STUDY

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

Category (a): Component Administration

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

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

Deliverables:

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

Category (b): Environmental / Design / Engineering

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

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

Prepare a final Recycled Water Feasibility Study Report.

Deliverables:

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

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment
Not applicable to this Component.

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

Deliverables:

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

Exhibit B

BUDGET

Grant Title: SGMA Implementation in the Santa Ynez River Basin

Grantee: Santa Ynez River WCD

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

Component 1: Grant Administration

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

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

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

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

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

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

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

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

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

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

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

Component 4: Basin GSPs 5-Year Update

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

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

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

Component 5: Monitoring Improvement and Expansion

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

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

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

Component 6: Stormwater Capture and Infiltration Project Designs

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

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

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

Component 7: Water Use Efficiency Strategic Plan

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

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

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

Component 8: Recycled Water Feasibility Study

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

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

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

Exhibit C

SCHEDULE

Grant Title: SGMA Implementation in the Santa Ynez River Basin

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

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

NOTES:

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

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.

D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."

D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.

D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

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

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

   i. The dangers of drug abuse in the workplace,

   ii. The Grantee's policy of maintaining a drug-free workplace,

   iii. Any available counseling, rehabilitation, and employee assistance programs, and

   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

   i. Will receive a copy of the Grantee's drug-free policy statement, and

   ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."

B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.

C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D. Comply with all applicable California, federal, and local laws and regulations.

E. Implement the Project in accordance with applicable provisions of the law.

F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.

H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.

I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.

D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp.

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

D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

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

D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. The Grantee, its contractors, or subcontractors have made a false certification, or

B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."

D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. TIMELINESS: Time is of the essence in this Grant Agreement.

D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.

B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.

C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.

D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

RESOLUTION NO. 717

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

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

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

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

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

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

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

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

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

AYES, and in favor thereof, Directors:	Cynthia Allen Art Hibbits Steve Jordan Brett Marymee
NOES, Directors:	None
ABSENT/ABSTAINING, Directors:	Mark Altshuler

Authorized Original Signature: _____
Printed Name: Cynthia A. Allen
Title: President

Secretary: Amber M. Thompson

CERTIFICATION

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

Secretary: Amber M. Thompson
Amber M. Thompson

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

RESOLUTION CMA-2022-003

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

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

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

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

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

WHEREAS, the CMA GSA has approved a GSP; and

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

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

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

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

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

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

AYES: Cynthia Allen (Acting Alternate) and John Sanchez
NOES: None
ABSENT: None
ABSTAINED: None

ATTEST:

John Sanchez, Vice-Chairman

William J. Buelow, Secretary

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

RESOLUTION EMA-2022-004

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Meighan Dietenhofer (acting alternate), Mark Infanti, Brad Joos, and Brett Marymee
NOES: None
ABSENT: None
ABSTAINED: None

ATTEST:

Brett Marymee, Chairman

William J. Buelow, Secretary

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

RESOLUTION WMA-2022-003

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Chris Brooks, Myron Heavin, Steve Jordan, Kristin Worthley
NOES: None
ABSENT: None
ABSTAINED: None

ATTEST:

Chris Brooks, Chair

William J. Buelow, Secretary

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

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

2. COMPONENT COMPLETION REPORT

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

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

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

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

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

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

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

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

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

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

4. POST-PERFORMANCE REPORT

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

Reports and/or products

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

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

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

Groundwater Level Data

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

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Exhibit I

PROJECT LOCATION

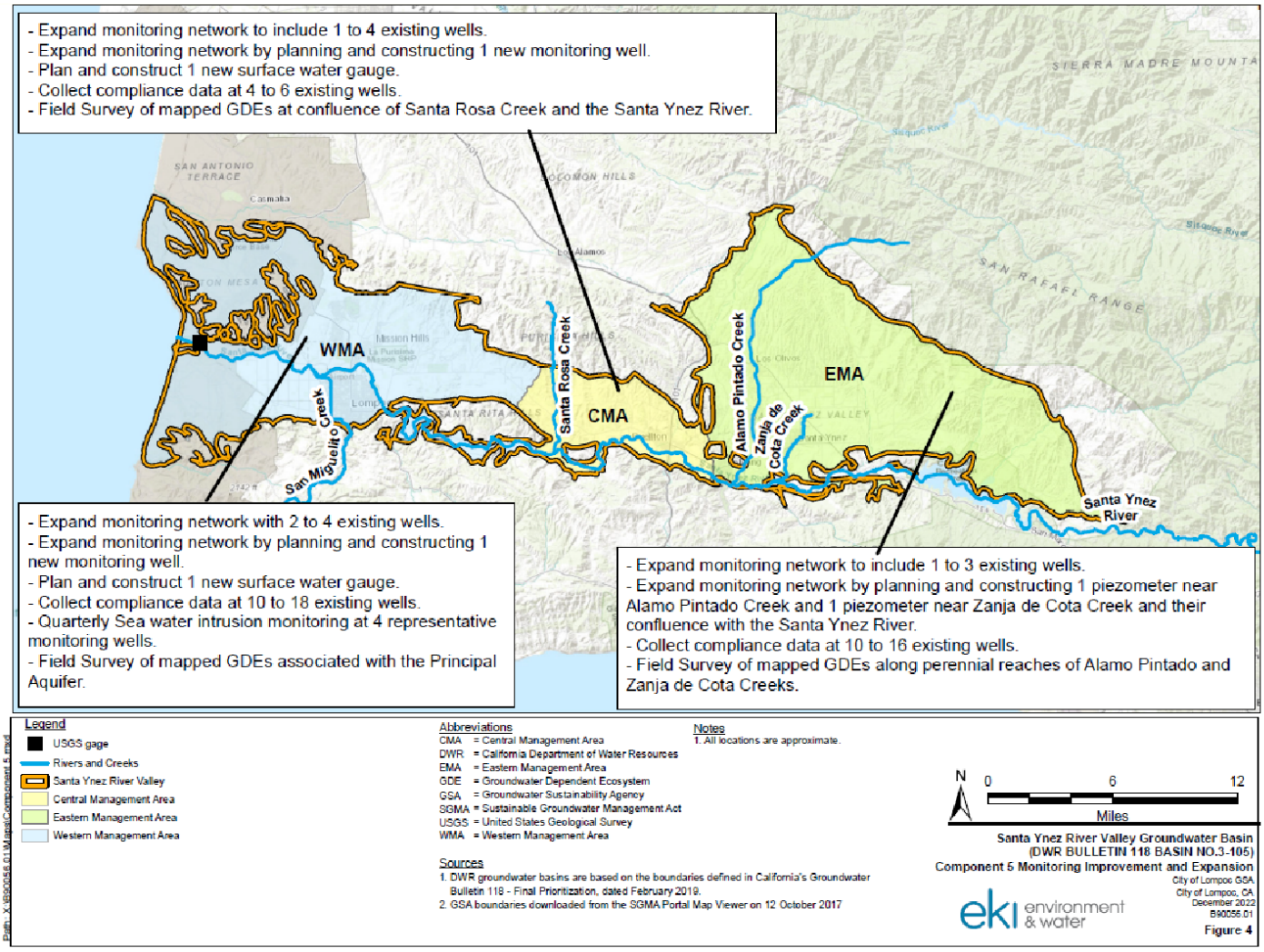


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

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

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

Exhibit K

APPRAISAL SPECIFICATIONS

NOT APPLICABLE

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

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

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

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

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

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

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

Exhibit L

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

NOT APPLICABLE

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

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

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

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

Administration Charges

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

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

Labor Rates

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

EXHIBIT B

[GRANT AGREEMENT PROJECT COMPONENTS BUDGET ALLOCATION]

EXHIBIT B

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

GRANT AGREEMENT PROJECT COMPONENTS BUDGET ALLOCATION

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

NOTES:

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

Exhibit B
Component – Detail

Component 2	Extraction Measurement & Reporting	Basin-Wide	WMA	CMA	EMA	Sub-Total	Total
Category (a)	**Component Administration**	$90,000	$90,000			$90,000	**$90,000**
Category (b)	**Environmental / Design / Engineering**					$0	
Task 1	Enviro / CEQA / Permitting		$5,000	$5,000	$5,000	$15,000	
Task 2	DMS Program Development						
	Landowner Outreach & Agreements						
	· Establish DMS	$30,000	$30,000			$30,000	
	· Memo DMS Development	$3,000	$3,000			$3,000	**$88,000**
Task 3	· Access agreements		$5,000	$5,000	$5,000	$15,000	
	Demo Project Development						
Task 4	· Demo Project Tech Memo	$10,000	$10,000			$10,000	
	Basin-wide Extraction Measurement Program						
	· Rules and Regulations		$5,000	$5,000	$5,000	$15,000	
Category (c)	**Implementation / Construction**						
	Task 5 Demo Projects						
	· Install/register projects						
	· Data eval/DMS upload		$127,667	$127,667	$127,666	$383,000	**$413,000**
	Activity summaries						
	· Proofs of purchase						
	· Tech Memo	$30,000	$30,000			$30,000	
Category (d)	**Monitoring / Assessment**						
	· Compile/analyze data						**$100,000**
	· Update model/ budgets		$33,333	$33,333	$33,334	$100,000	
	· Tech Memo						
Category (e)	**Engagement / Outreach**						
	· Outreach / engagement		$16,6667	$16,666	$16,667	$50,000	**50,000**
	· Meetings / workshops						
	Totals	**$163,000**	**$355,667**	**$192,666**	**$192,667**		**$741,000**

Exhibit B
Component – Detail

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

Exhibit B
Component – Detail

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

SANTA YNEZ RIVER WATER CONSERVATION SYRWCD

MEMORANDUM

DATE: December 11, 2024

TO: Phil Carpenter, Robert Dunlap, Steve Jordan, Larry Lahr, J. Brett Marymee, Steve Torigiani, Brett Stroud

FROM: Bill Buelow

SUBJECT: WMA and CMA GSAs JPA Cost Share and Reimbursement Agreements

RECOMMENDATION:

Approve (1) the Santa Ynez WMA GSA Joint Powers Authority Cost Sharing and Reimbursement Agreement and (2) the Santa Ynez River Valley Basin Central Management Area Groundwater Sustainability Agency Member Voluntary Contribution and Reimbursement Agreement.

BACKGROUND DISCUSSION:

The Santa Ynez River Water Conservation District (SYRWCD) is a member of the Joint Exercise of Powers Authority (JPA) for the Santa Ynez River Valley Groundwater Basin (SYRVGB) Western Management Area (WMA) Groundwater Sustainability Agency (WMA GSA) And the JPA for the SYRVGB Central Management Area (CMA) GSA (CMA GSA).

The other members of the WMA GSA JPA include the City of Lompoc (Lompoc), Mission Hills Community Services District (MHCSD), Vandenberg Village Community Services District (VVCSD), and the Santa Barbara County Water Agency (Water Agency). Together these entities are known as the "WMA JPA Parties" or "WMA Parties". The Water Agency is the only member of the JPA without a vote, and the only member with no financial responsibility.

The other members of the CMA GSA JPA include the City of Buellton (Buellton), and the Santa Barbara County Water Agency (Water Agency). Together these entities are known as the "CMA JPA Parties" or "CMA Parties". Like the WMA JPA, the Water Agency is the only member without a vote, and the only member of the JPA with no financial responsibility.

The WMA Parties and CMA Parties have each developed a Cost Sharing and Reimbursement Agreement for funds that are contributed to the WMA GSA and CMA GSA, respectively, by the SYRWCD and the other Parties.

The GSAs are working to implement their respective Groundwater Sustainability Plans (GSP). As both GSAs do not have an existing funding source, each GSA is relying on the respective JPA member agencies to fund GSA activities. Both the WMA and CMA JPA Agreements state that their respective Parties have agreed to provide voluntary contributions to fund a certain percentage of the total funds needed to cover operational costs until such time as other funds are available. The Voluntary Contributions are to be reimbursed to the Parties by the GSA.

SYRWCD entered into Grant Agreement Number 4600015265 ("Grant") with DWR for the purpose of providing reimbursement funding pursuant to Proposition 68 to assist in financing implementation of the Sustainable Groundwater Management Act (SGMA) in the Basin. Subject to the execution of a Subgrant Agreement between the SYRWCD and the three GSA's in the Basin, certain costs borne by the GSAs are anticipated to be reimbursed with Grant funds.

COST SHARE:

The WMA JPA Members percent of total contributions to the WMA GSA were agreed to in Article 14 of the WMA's JPA dated November 28, 2023. The percentages for JPA Members subject to cost share and reimbursement are as follows:

SYRWCD 50%
Lompoc 25%
Mission Hills (MHCSD) 12.5%
Vandenberg (VVCSD) 12.5%

The CMA JPA Members percent of total contributions to the CMA GSA were agreed to in Article 14 of the CMA's JPA dated November 28, 2023. The percentages for JPA Members subject to cost share and reimbursement are as follows:

SYRWCD 50%
Buellton 50%

CASH CALLS AND ACCOUNTING:

The WMA and or the CMA GSAs Board of Directors may determine that their respective GSA needs funding. A cash call will be made to the Parties to contribute the percentage set forth above to satisfy the full amount of the cash call. The Parties agreed that payments will be made within thirty (30) days of written notice. The contributions will be made to the WMA and CMA GSAs, who will in turn facilitate the timely review and payment of invoices.

The GSAs will maintain accurate accounting records and other documentation made by the Parties and will make the records available upon request.

SGMA GRANT REIMBURSEMENTS AND REPAYMENT:

The GSAs will reimburse the District for its proportionate share of contributions made to fund GSA Costs including costs for applicable Grant Agreement Project Components.

Reimbursement could be done no later than 45 days after the GSA's receipt of the Grant Agreement or other reimbursement funds for eligible Costs advanced by the District and the other WMA and CMA Parties, or as such other time as determined by unanimous consent of the voting members of the GSA's Board of Directors.

In the event funds reimbursed to the GSAs pursuant to the Grant Agreement are insufficient to fully repay the WMA and CMA Parties for their contributions made pursuant to this Agreement, then the each of the WMA and CMA Parties shall be entitled to reimbursement for their proportionate share of non-reimbursed contributions from other contributions, funding, or other revenues received by the GSA.

Staff estimate a full reimbursement to SYRWCD could occur from one (1) to three (3) years after contributions are made to the WMA GSA.

Attachment

DRAFT

SANTA YNEZ RIVER VALLEY BASIN CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY MEMBER VOLUNTARY CONTRIBUTION AND REIMBURSEMENT AGREEMENT

This Member Voluntary Contribution and Reimbursement Agreement ("Agreement") is entered into on _____ __**, 2024**, by and among the Santa Ynez River Valley Basin Central Management Area Groundwater Sustainability Agency ("GSA") and the following member entities of the GSA ("Members"), each a "Party" and collectively referred to as the "Parties":

1. Santa Ynez River Water Conservation District; and

2. City of Buellton.

RECITALS:

WHEREAS, the Parties collectively have a shared interest in the GSA having sufficient funding to carry out its functions, including certain Project components described in the SGMA Grant Agreement attached as Exhibit A to this Agreement, which are in furtherance of the GSA's GSP and will help with compliance with the requirements of the Sustainable Groundwater Management Act in the Groundwater Basin; and

WHEREAS, the GSA is in need of voluntary contributions (subject to reimbursement) from Members in order that the GSA can pay for its costs and expenses, including, but not limited to, administrative and management costs and the costs of carrying out and completing components of said Grant Agreement, (collectively the "Costs"), which Grant Costs are anticipated to be reimbursed to the GSA, in whole or part, from grant funds paid to the Grantee by State of California pursuant to the Grant Agreement after completion of the various Project components in accordance with the Grant Agreement; and

WHEREAS, GSA Costs not reimbursed by grant funds are anticipated to be reimbursed, in whole or part, from other sources of future revenue available to the GSA, including, but not necessarily limited to, revenue generated from a future SGMA fee or charge imposed on lands and/or groundwater extractions within the GSA; and

WHEREAS, the Members are parties to the GSA's Joint Exercise of Powers Agreement ("JPA"), dated November 28, 2023; and

WHEREAS, regarding GSA Funding and Contributions, Section 14.2(c) of the JPA states, in pertinent part, that "The Board of Directors … may accept Voluntary Contributions from Members … that are to be reimbursed by the GSA. The Board of Directors will execute a contract with any party making a Voluntary Contribution and such contract will contain the terms under which the CMA GSA accepts the Voluntary Contribution."; and

WHEREAS, the GSA is currently in need of voluntary contributions (subject to reimbursement) from the Members in order to fund said Costs, and it is in the best interests of the

Parties that the GSA seek voluntary contributions from the Members for such Costs in lieu of obtaining a third party loan or some other funding source.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to the making, acceptance, and repayment of Voluntary Contributions on the following terms:

AGREEMENT TERMS:

1. Member Contributions: Each of the Members agree to collectively provide contributions to the GSA to fund the GSA's Costs, with each of the Members contributing 50% of the total Cost. The Members shall have no obligation to contribute more than their proportionate share of the Costs, absent a prior written amendment to this Agreement to that effect.

2. Payment to the GSA: The GSA shall invoice the Members as needed for their respective proportionate share of Costs. Upon receiving an invoice, the Members agree to provide payment within 45 days.

3. Accounting: The GSA shall maintain accurate accounting records and other documentation pertaining to all invoices and payments pursuant the JPA, this Agreement and the Grant Agreement, as applicable. Supporting documentation will be provided with invoices for Member's review.

4. Member Reimbursement. No later than 45 days after the GSA's receipt of Grant Agreement or other reimbursement funds for eligible Costs advanced by Members, or as such other time as determined by unanimous consent of the voting members of the GSA's Board of Directors, the GSA shall reimburse the Members for their proportionate share of contributions made to fund GSA Costs including costs for applicable Grant Agreement Project Components. In the event funds reimbursed to the GSA pursuant to the Grant Agreement are insufficient to fully repay the Members for their contributions made pursuant to this Agreement, then the Members shall be entitled to reimbursement for their proportionate share of non-reimbursed contributions from other contributions, funding, or other revenues received by the GSA.

5. Amendments: This Agreement may only be amended in writing and mutually agreed to by all Parties hereto.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Execution in Parts or Counterparts: This Agreement shall be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Electronic signatures shall be binding.

\

DRAFT

EXECUTION:

IN WITNESS WHEREOF, the Parties hereto have executed this Cost Sharing Agreement as of the date written above:

CITY OF BUELLTON
A California Municipal Corporation
107 West Highway 246
Buellton, California 93427

By: _____

(Print name)_____

___City Attorney, City of Buellton____

Date: _____

By: _____

(Print name)_____

___Mayor, City of Buellton____

Date: _____

ATTEST:

By: _____

(Print name)_____

___City Clerk, City of Buellton____

Date: _____

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
P.O. Box 719
Santa Ynez, CA 93460

By: _____

(Print name)_____

(Title) _____

Date: _____

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

By: _____

(Print name)_____

(Title) _____

Date: _____

DRAFT

SANTA YNEZ WMA JOINT POWERS AUTHORITY
COST SHARING AND REIMBURSEMENT AGREEMENT

This Cost Sharing and Reimbursement Agreement ("Agreement") is entered into on _____, 2024, by and among the below-listed members of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, a California Joint Powers Authority ("WMA"), located within the Santa Ynez River Valley Groundwater Basin ("Basin"), each a "Party" and collectively referred to as the "Parties":

JPA Members Subject to Cost Share and Reimbursement:

1. City of Lompoc ("Lompoc")
2. Mission Hills Community Services District ("Mission Hills")
3. Vandenberg Village Community Services District ("Vandenberg")
4. Santa Ynez River Water Conservation District ("SYRWCD")

RECITALS:

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

WHEREAS, the Parties have formed the WMA for the purpose of implementing the WMA GSP which has been previously adopted and approved by the California Department of Water Resources ("DWR") and sustainably manage the groundwater of lands within the boundaries of the WMA;

WHEREAS, the WMA, as a new entity, does not have an existing funding source as it has not yet completed a Proposition 218, or other process, legally required before implementing fees and charges;

WHEREAS, it is necessary for the Parties to engage the services of consultants to revise preform necessary rate studies, provide legal services, and otherwise implement the WMA GSP;

WHEREAS, pursuant to Section 14.2 of the WMA Joint Powers Agreement, the Parties have agreed to fund the WMA in the percentage stated to cover the costs to operate the WMA and retain the necessary consultants until such time as other funds are available;

WHEREAS, at the request of and pursuant to resolutions adopted by the governing bodies of the GSAs within the Basin, including the WMA, SYRWCD entered into Grant Agreement Number 4600015265 ("Grant") with DWR for the purpose of providing reimbursement funding pursuant to Proposition 68 to assist in financing implementation SGMA in the Basin;

WHEREAS, subject to a Subgrant Agreement between the WMA and other GSA's in the Basin, it is expected that certain costs born by the WMA will be reimbursed with Grant funds;

WHEREAS, the Parties acknowledge that sharing the costs associated with the operation of the WMA is beneficial and cost-effective;

WHEREAS, the Parties agree to share costs and be reimbursed for said costs pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS:

1. Cost Sharing: The Parties agree to collectively share costs associated with the operation of the WMA and hiring of consultants to accomplish the WMA's purpose until such time as other funding is available, as set forth in Article 14 of the WMA's Joint Powers Agreement, dated November 28, 2023. Specifically, the Parties contributions shall be as follows:

SYRWCD	50%
Lompoc	25%
Mission Hills	12.5%
Vandenberg	12.5%

2. Cash Calls: Upon determination by the Board of Directors of the WMA that funding is needed, a cash call shall be made to the Parties, and each Party shall contribute the percentage set forth above to satisfy the full amount of the cash call. Payments will be made within thirty (30) days written notice to the Parties of the cash call and amount necessary. The Parties shall deposit their respective contributions with the WMA, which will serve as the custodian of the funds. Consultant invoices will be sent directly to the WMA who will facilitate the timely review and payment of invoices.

3. Accounting: WMA shall maintain accurate accounting records and other documentation pertaining to all monies concerning this Agreement. Such records and documentation shall be kept during the term of this Agreement, and for a period of three (3) years following payment of any invoice received. WMA shall make available to any requesting Party the accounting records pertaining to that requesting Party.

4. Grant Reimbursement: If it is determined any costs incurred and born by the WMA can be covered by existing grant funds, and such funds are received by the WMA, each Party shall be reimbursed in an amount equal to its proportionate contribution. The reimbursement shall be made directly to each Party by the WMA no later than 45 days.

5. Amendments: This Agreement may only be amended in writing and signed by all Parties hereto.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Joint Ownership of Work Product: All work product generated pursuant to this Agreement shall be jointly owned by the Parties so that each will have access and ability to utilize said work product.

8. Execution in Parts or Counterparts: This Agreement shall be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Electronic signatures shall be binding.

EXECUTION:

IN WITNESS WHEREOF, the Parties hereto have executed this Cost Sharing Agreement as of the date first above written.

CITY OF LOMPOC
A California Municipal Corporation
100 Civic Center Plaza
Lompoc, California 93438-8001

By: _____

(Print name)_____

(Title) _____

Date: _____

MISSION HILLS COMMUNITY SERVICES DISTRICT
1550 Burton Mesa Blvd.
Lompoc, California 93436

By: _____

(Print name)_____

(Title) _____

Date: _____

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT
3745 Constellation Road
Lompoc, California 93436-1401

By: _____

(Print name)_____

(Title) _____

Date: _____

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
P.O. Box 719
Santa Ynez, CA 93460

By: _____

(Print name)_____

(Title) _____

Date: _____

DRAFT

RESOLUTION NO. 733

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ANNOUNCING THE FINAL ADOPTION OF A CONFLICT OF INTEREST CODE

WHEREAS, in accordance with the state law, the Board of Directors reviewed the District's Conflict of Interest Code; and

WHEREAS, in accordance with that review and state law the Board determined that the current Conflict of Interest Code is in need of modifications; and

WHEREAS, in accordance with state law the District prepared the attached Conflict of Interest Code and Notice of Intent; and

WHEREAS, in accordance with state law the District provided a 45-day comment period in which interested parties could comment on the Code before its adoption; and

WHEREAS, the 45-day comment period has passed and no interested parties have spoken on the matter.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Santa Ynez River Water Conservation District as follows:

1. The attached Conflict of Interest Code is formally adopted by the Board of Directors of the Santa Ynez River Water Conservation District.

2. Staff is directed to take such steps as necessary to properly file the attached Conflict of Interest Code with the County.

3. Once the Conflict of Interest Code is formally approved by the County, staff is instructed to replace the current Conflict of Interest Code with the amended Conflict of Interest Code and to bring the amended District Code to the Board's attention for adoption.

The foregoing resolution being on motion of Director _____, seconded by Director _____, was authorized by the following roll call vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT/ABSTAINING, Directors:

CERTIFICATION

I HEREBY CERTIFY that the foregoing resolution is a full, true, and correct copy of a resolution of said district as duly passed and adopted by the Board of Directors of the Santa Ynez River Water Conservation District at a regular meeting held on the ____ of _____ 2024.

_____ _____

Larry Lahr, President Amber M. Thompson, Secretary

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
CONFLICT OF INTEREST CODE

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

Designated employees may file their statements online using eDisclosure, which will submit the Form 700 to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Gov Code Section 81008). The District's filing official can give you access.

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

APPENDIX
DESIGNATED POSITIONS AND
DISCLOSURE CATEGORIES

I.	**Designated Position**	**Assigned Disclosure Category**
	Director	1, 2, 3
	Secretary	1, 2, 3
	Treasurer	1, 2, 3
	General Manager	1, 2, 3
	Assistant General Manager	1, 2, 3
	Groundwater Program Manager	1, 2, 3
	Strategic Advisor	1, 2, 3
	District Administrator	1, 2, 3
	Water Resource Analyst/Biologist	1, 2, 3
	General Counsel	1, 2, 3
	Consultants/New Positions	*

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

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

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

II. Disclosure Categories:

Category 1

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

Category 2

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

Category 3

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

RESOLUTION NO. 734

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT EXPRESSING ITS APPRECIATION TO

MARK L. ALTSHULER

WHEREAS, MARK L. ALTSHULER was duly appointed to the Board of Directors of the Santa Ynez River Water Conservation District on January 23, 2019 and served on the Board with distinction and competence from that date until December 05, 2024, and

WHEREAS, for the November 2020 election, he ran unopposed and was appointed to the District Board, in lieu of election, by the Santa Barbara County Board of Supervisors on November 3, 2020 for a four-year term, and continued to serve as such until the four-year term ended on December 5, 2024; and

WHEREAS, during this period he represented the Santa Ynez River Water Conservation District Board of Directors with a high level of excellence and skill while being involved in extensive conservation, protection, and planning activities of the District, including:

- Operation of the required downstream release provisions relating to the Cachuma Project, which resulted in the efficient recharge of the aquifers of the Santa Ynez River above the Lompoc Narrows and the aquifers of the Lompoc Groundwater Basin;

- Protection of the rights of the District's groundwater pumpers;

- Defense of the Cachuma Project Settlement Agreement, involving issues relating to water quantity, water quality, environmental protection, and flood control;

- Improvement of the District's Groundwater Well Registration and Production Reporting Program;

- Compliance with the Sustainable Groundwater Management Act (SGMA) of 2015;

- Creation of three Groundwater Sustainability Agencies for the Santa Ynez River Valley Groundwater Basin, Bulletin 118 Basin No. 3-15, Central, Western and Eastern Management Areas, and the implementation of three Groundwater Sustainability Plans;

- Compliance with all laws, regulations and executive orders of the United States and State of California;

- Promotion of sound District finances and long-term planning; and

- Involvement in many issues associated with the protection of water rights within the District; and

NOW, THEREFORE, BE IT RESOLVED, by this Board of Directors as follows:

1. MARK L. ALTSHULER be acknowledged and honored on his departure from his position as Division 3 Director of the District; and

2. On behalf of the citizens of the Santa Ynez and Lompoc Valleys, the Board of Directors of the Santa Ynez River Water Conservation District hereby conveys to MARK L. ALTSHULER its sincere appreciation for a job well done and its heartfelt belief that the community in which he served remains indebted to him for his valuable service.

The foregoing resolution being on motion of Director _____, seconded by Director _____, was authorized by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT/ABSTAINING, Directors:

I HEREBY CERTIFY that the foregoing resolution is the resolution of said district as duly passed and adopted by said Board of Directors on the 11th day of December 2024.

_____ _____

Larry Lahr, President Amber M. Thompson, Secretary

STAFF MEMORANDUM

DATE: December 11, 2024

TO: SYRWCD Board of Directors

FROM: Bill Buelow, General Manager — Amber Thompson, Secretary to the Board

SUBJECT: Director Compensation

During the September 18, 2024 Board of Directors meeting, Director Altshuler recommended an increase to the director stipend for meeting attendance and requested staff and legal counsel to research how the stipend could be increased, and by how much.

In 1985, the SYRWCD Board of Directors passed Resolution No. 461 which established the director stipend at $75 per day. The stipend amount has not changed since 1985. Adopted and effective on January 25, 2006, Resolution No. 601 is the last resolution clarifying the per diem stipend of $75 per day, not to exceed six (6) days in any calendar month, as well as addressing expense reimbursements and adoption of ethics training requirements.

Legal Counsel advised that under Water Code Section 20202, director "per day" compensation can be raised by 5% "for each calendar year following the operative date of the last adjustment" with a maximum of 10 days per calendar month that such compensation can be paid.

The calculation of a 5% increase per year from December 1985 to December 2024 would result in a stipend of as much as **$500 per day.**

Staff reviewed director stipends at three other water agencies in the Santa Ynez River Valley Basin including ID No. 1, Mission Hills CSD, and Vandenberg Village CSD. The director stipends for these agencies range from $100 to $200 per day for board meetings. Vandenberg Village CSD has additional stipends for committee and GSA meetings. All three agencies reviewed have a cap of six (6) days per calendar month that directors may receive a stipend. The specific stipends are shown below.

Director Compensation of other local agencies:

SYRWCD, ID No. 1	$200 / day, meeting attendance 6 days max per calendar month	Ordinance 2018-01 Adopted May 22, 2018
Vandenberg Village CSD	$100 / regular meeting attendance $75 / WMA GSA meeting attendance for primary and alternate $50 / standing committee meeting 6 days max per calendar month	Ordinance 1.3.3 Board Member Manual March 2024 Edition
Mission Hills CSD	$125 / day, attendance meetings of Board 6 days max per calendar month	Ordinance 11-76 Adopted Nov. 9, 2011

RECOMMENDED ACTION: Provide staff direction on changing or not changing the current Director stipend from $75 per day. If a change is to be pursued, also direct staff to complete the necessary and legally required steps in order to consider a stipend change at a future regular meeting of the Board.

Santa Ynez River Water Conservation District

2025 Dates of Regular Board of Director Meetings and GSAs Board Meetings

	SYRWCD Wednesdays 6:30 pm	CMA GSA Mondays 10:00 am	EMA GSA Thursdays 6:30 pm	WMA GSA Wednesdays 2:00 pm	BASIN Joint Meeting *GSAs Special Meetings* Fridays 10:00 am
January	-	-	-	-	-
February	-	**24**	**27**	**26**	-
March	**19**	**tbd Annual Report**	**tbd Annual Report**	**tbd Annual Report**	**7 Annual Reports?**
April	**TBD- Annual Report Hearing**	-	-	-	-
May	-	**19 ***	**22**	**28**	-
June	**18**	-	-	-	**6**
July	-	-	-	-	-
August	-	**25**	**28**	**27**	-
September	**17**	-	-	-	**5**
October	-	-	-	-	-
November	-	**17 ***	**20 ***	**19 ***	-
December	**17**	-	-	-	**5**
Location:	**Typically held at** Buellton City Council Chambers multiple optional locations in District	Buellton City Council Chambers	Santa Ynez CSD Meeting Room	Vandenberg Village CSD Meeting Room	Buellton City Council Chambers

* Meeting is one week earlier than normal due to holidays.

DIRECTORS:
DIVISION 1
ROBERT DUNLAP, President
Lompoc
DIVISION 2
STEPHEN E. JORDAN
Lompoc
DIVISION 3
PHILIP CARPENTER
Vandenberg Village - Mission Hills
DIVISION 4
LARRY LAHR
Buellton - Lompoc
DIVISION 5
J. BRETT MARYMEE
Solvang - Santa Ynez

Santa Ynez River
WATER CONSERVATION DISTRICT

P.O. Box 719 - 3669 Sagunto Street, Suite 101
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GENERAL MANAGER:
WILLIAM J. BUELOW, PG

TREASURER:
WILLIAM J. BUELOW, PG

SECRETARY TO THE BOARD:
AMBER M. THOMPSON

CONSULTANTS:
YOUNG WOOLDRIDGE, LLP.
General Counsel

STETSON ENGINEERS, INC.
Engineer

2025 Staff Holidays

(Office will be closed)

	Holiday Observed	Date	Day of Week
1.	New Year's Day Observed	Jan 1, 2025	Wednesday
2.	Presidents' Day	Feb 17	Monday
3.	Memorial Day	May 26	Monday
4.	Independence Day	July 4	Friday
5.	Labor Day	Sept 1	Monday
6.	Thanksgiving	Nov 27	Thursday
7.	Day after Thanksgiving	Nov 28	Friday
8.	Christmas Eve	Dec 24	Wednesday
9.	Christmas Day	Dec 25	Thursday
10.	Boxing Day	Dec 26	Friday