

**NOTICE**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN**  
**CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY**  
will be held on **Wednesday, September 04, 2024**, at 10:00 a.m.  
at Buellton City Council Chambers  
140 West Highway 246, Buellton, California

**Optional remote public participation is available via Telephone or ZOOM**  
To access the meeting via telephone, please dial: 1-669-444-9171 or via the Web at: <http://join.zoom.us>  
“Join a Meeting” - **Meeting ID:** 863 3506 1148 **Meeting Passcode:** 526104

\*\*\* Please Note \*\*\*

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

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**AGENDA OF SPECIAL MEETING**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Closed Session: The Board will hold a closed session to discuss the following items:
  - a. Conference with Real Property Negotiator (Gov. Code § 54956.8)
    - i. GSA Designated Representative: Bill Buelow
    - ii. Property: APN 137-090-067
    - iii. Under Negotiation: Price and Terms of Payment
    - iv. Negotiation With: Buellton Polo Village Partners, LP
  - b. Public Employee Appointment: Special Legal Counsel (Gov Code § 54957(b)(1))
4. Reconvene into Open Session and Report from Closed Session (Gov. Code § 54957.1)
5. Additions or Deletions to the Agenda
6. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee’s jurisdiction. The total time for all public comment shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public comment item.)
7. Review and consider approval of Minutes of the Special Meeting of June 24, 2024
8. Review and consider approval of Quarterly Financial Reports and Warrant List
9. Receive updates and consider taking action on the following:
  - a. Subgrant Agreement with SYRWCD
  - b. Monitoring Well Access Agreement – Polo Village
  - c. EKI Scope of Work and consider approval of Grant Implementation Projects and authorize CMA GSA Contract
  - d. Discuss the addition of an Agricultural Representative
  - e. Review Stetson Engineers Scope of Work and cost estimate and consider approval of ongoing technical support and authorize CMA GSA Contract
10. Basin-wide Joint-GSAs meeting Friday, September 6, 2024, 10 a.m., at Buellton City Council Chambers
11. Next CMA GSA Board Regular meeting is scheduled for Monday, November 18, 2024 at Buellton City Council Chambers

12. CMA GSA Board member reports and requests for future agenda items

13. Adjournment

[This agenda was posted 24 hours prior to the scheduled regular meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and SantaYnezWater.org in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

## MEETING MINUTES

### **Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency Board of Directors June 24, 2024**

A special meeting of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA) Board of Directors was held on Monday, June 24, 2024, at 10:00 a.m. at the City of Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

Directors Present: Larry Lahr and John Sanchez

Non-Voting Directors Present (Teleconference): Meighan Dietenhofer (Acting Alternate)

Others Present (In Person): Bill Buelow, Rose Hess, Amber Thompson, and  
Legal Counsel Steve Torigiani

Others Present (Teleconference): Doug Circle, Leonard Fleckenstein,  
Curtis Lawler (Stetson Engineers), Deby Laranjo, and Matt Young

#### **1. Call to Order and Roll Call**

CMA GSA Board Chair Lahr called the meeting to order at 10:00 a.m. Ms. Thompson called roll. Two Directors and one non-voting Acting Alternate Director were present providing a quorum.

#### **2. Pledge of Allegiance**

CMA GSA Board Chair Lahr led the Pledge of Allegiance.

#### **3. Public Comment**

There were no public comments.

#### **4. Review and consider approval of CMA GSA Board meeting minutes of May 20, 2024**

The minutes of the CMA GSA Board meeting on May 20, 2024, were presented for Board consideration. There was no discussion or public comment.

Director Sanchez made a MOTION to approve the minutes of the CMA GSA Board meeting on May 20, 2024, as presented. Director Lahr seconded the motion. There was no discussion or public comment. The motion passed unanimously by voice vote.

#### **5. Receive update from JPA member agency counsel and consider approval of Administrative Services Contract with SYRWCD**

Mr. Torigiani reviewed the Administrative Services Contract between the Santa Ynez River Water Conservation District and the Santa Ynez River Valley Groundwater Basin

Central Management Area Groundwater Sustainability Agency (“Contract”). He reported that the revisions requested by the CMA GSA Board during the May 20, 2024, meeting have been included in the Contract and that Legal Counsel for the City of Buellton as well as the Legal Counsels for the Western Management Area GSA and the County Water Agency reviewed the agreement. Mr. Young clarified that that the Legal Counsel for the County Water Agency did not provide any comments on the Contract since the CMA GSA is not a client.

Discussion followed. There was no public comment.

Director Sanchez made a MOTION to approve the Administrative Services Contract between the Santa Ynez River Water Conservation District and the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, as presented. Director Lahr seconded the motion. There was no discussion or public comment. The motion passed unanimously by voice vote.

**6. Receive update and consider possible action on the following SGM Implementation Grant items**

- a. Consider endorsing proposed draft Prop 68 Grant funding allocation budget subject to approval of subgrant agreement

Mr. Buelow presented “Exhibit B to the 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”. He reported that member agency staff from the three GSAs in the Santa Ynez Basin collaborated on the budget allocations. Mr. Torigiani explained the importance of having a Subgrant Agreement in place and reported that a Draft Subgrant Agreement will be distributed to the GSAs soon. Mr. Buelow reported on the DWR requirement to provide a rank by importance for each Grant Component. Components 2 through 5 were important to all GSAs, in that order, while Components 6 through 8 were specifically requested by only the WMA GSA and no other GSA requested any other components to be included in the grant application. There was no public comment.

The Board, by consensus, endorsed the proposed Draft “Exhibit B to the 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”, as presented, subject to approval of a subgrant agreement.

- b. Review DWR Grant Invoice #2 transmittal

Mr. Buelow presented the Component Summary Table and Backup Documentation Summary Tables submitted to DWR on May 30, 2024, with Invoice #2 requesting reimbursement of \$129,626.37. He reported that Invoice #2 included grant reimbursable invoices for GSP implementation efforts done January 1 through March 31, 2024.

c. Review and discuss CMA Annual Report Comment Letter from DWR

Mr. Buelow reviewed the May 31, 2024, letter received from the California Department of Water Resources, Sustainable Groundwater Management Office regarding Review of Annual Report for the Central Management Area GSP, Santa Ynez River Valley Basin, Water Year 2023. DWR requires additional information be submitted in future annual reports to include groundwater extraction data that corresponds to the water year reporting period. DWR also noted the following few minor issues that should be addressed in future annual report submittals:

- The data submitted to the SGMA Portal needs to be aggregated for the entire basin, rather than separate data submittals for each GSA.
- The basin point of contact should submit one annual report for the entire Subbasin each year with the additional GSA specific information included as appendices, as necessary. The one coordinated annual report should document the aggregated data for the entire Subbasin that was submitted to the SGMA Portal while also presenting the GSA specific data and information in tabular form.

Discussion followed. There was no public comment or action.

**7. Review and discuss rate study and draft 5-year Budget for CMA GSA**

Mr. Buelow reported that Raftelis was given notice to proceed with preparing a Rate Study. They submitted a request for information, including a request for a Draft 5-year Budget. Mr. Buelow presented a Draft 5-Year Budget for the Central Management Area GSA. The Board reviewed and discussed the Draft 5-Year Budget. There was no public comment and no action.

**8. Discuss tentative date of August 16, 2024, for Basin-wide Joint-GSAs Meeting**

Chair Lahr announced a Basin-wide Joint-GSAs meeting is tentatively scheduled for August 16, 2024. Discussion followed. It was determined that a quorum of Directors or Alternate Directors for the CMA GSA would not be available for a meeting on August 16, 2024.

**9. Next CMA GSA Board Regular Meeting on Monday, August 26, 2024 - Cancelled**

The next scheduled CMA GSA Board Regular meeting originally scheduled to be held on Monday, August 26, 2024, was cancelled during the May 20, 2024 for lack of quorum available and the Board voted for a special meeting to be scheduled for Tuesday, August 27, 2024, 1:00 p.m., at the Buellton City Council Chambers, 140 West Highway 246, Buellton, CA.

**10. CMA GSA Board reports and requests for future agenda items**

Chair Lahr requested further discussion of including an Agricultural Representative for the CMA GSA Board.

**11. Closed Session**

The Board went into closed session at 10:55 a.m. to discuss the following items:

- a. Conference with Real Property Negotiator (Gov. Code § 54956.8)
  - i. GSA Designated Representative: Bill Buelow
  - ii. Property: APN 137-090-067
  - iii. Under Negotiation: Price and Terms of Payment
  - iv. Negotiation With: Buellton Polo Village Partners, LP

**12. Reconvene into Open Session and Report from Closed Session (Gov. Code § 54957.1)**

The Board reconvened into Open Session at 11:25 a.m. Chair Lahr stated there was nothing to report from Closed Session.

**13. Adjournment**

Chair Lahr adjourned the meeting at 11:26 a.m.

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Larry Lahr, Chair

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Amber Thompson, Secretary

**CMA GSA**  
**Balance Sheet**  
 As of June 30, 2024

	<b>Jun 30, 24</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1150 · Five Star Bank Checking #5943	135,367.76
<b>Total Checking/Savings</b>	135,367.76
<b>Total Current Assets</b>	135,367.76
<b>TOTAL ASSETS</b>	<b>135,367.76</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	4,185.77
<b>Total Accounts Payable</b>	4,185.77
<b>Other Current Liabilities</b>	
2501 · Loan from SYRWCd	25,000.00
2503 · Loan from City of Buellton	125,000.00
<b>Total Other Current Liabilities</b>	150,000.00
<b>Total Current Liabilities</b>	154,185.77
<b>Total Liabilities</b>	154,185.77
<b>Equity</b>	
3000 · Ret Earnings	32,373.47
32000 · Retained Earnings	-792.43
Net Income	-50,399.05
<b>Total Equity</b>	-18,818.01
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>135,367.76</b>

## CMA GSA Profit & Loss YTD Comparison April through June 2024

	4th Quarter	Fiscal Year
	Apr - Jun 24	Jul '23 - Jun 24
<b>Income</b>		
4600 · Interest Income	10.38	32.05
<b>Total Income</b>	10.38	32.05
<b>Gross Profit</b>	10.38	32.05
 <b>Expense</b>		
5330 · Outside Staff Support	300.00	1,200.00
5350 · Public Relations	0.00	126.82
5360 · Insurance	0.00	1,728.00
5800 · Legal Services	7,211.27	9,999.91
6100 · Stakeholder Engagement	15.11	15.11
6400 · Annual Report	10,139.25	25,566.69
6500 · GSP Implementation, General	0.00	7,173.85
6503 · GSP Impl - GSP 5 yr Update	1,026.00	1,026.00
6504 · GSP Impl - Monitoring Network	3,494.22	3,494.22
6505 · GSP Impl - Stormwater Capture	100.50	100.50
<b>Total Expense</b>	22,286.35	50,431.10
 <b>Net Income</b>	<b>-22,275.97</b>	<b>-50,399.05</b>



**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
CENTRAL MANAGEMENT AREA (CMA)  
GROUNDWATER SUSTAINABILTY AGENCY**

**APRIL 2024 WARRANT LIST FOR BOARD APPROVAL**

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
			NONE	\$ -
				MONTH TOTAL \$ -

**MAY 2024 WARRANT LIST FOR BOARD APPROVAL**

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1031	05/15/24	Stetson Engineers	February & March 2024 Engineering Service (WY2023-24 Annual Report & GSP Implementation Work)	\$ 12,371.97
				MONTH TOTAL \$ 12,371.97

**JUNE 2024 WARRANT LIST FOR BOARD APPROVAL**

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1032	06/12/24	Stetson Engineers	April 2024 Engineering Service (GSP Implementation - Monitoring Network)	\$ 1,146.00
1033	06/12/24	Santa Ynez River Water Conservation District	Reimburse costs for SantaYnezWater.org & SantaYnezWater.com website domains paid by SYRWCD 3/29/2024 & 5/8/2024 (\$45.34 total split 1/3 per GSA)	\$ 15.11
1034	06/12/24	Valley Bookkeeping	Quarterly Bookkeeping (April, May, June 2024)	\$ 300.00
1035	06/12/24	Young Wooldridge	Legal Services (May 2024)	\$ 4,267.50
				MONTH TOTAL \$ 5,728.61

**TOTAL CHECKS THIS QUARTER: \$ 18,100.58**

**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 of 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 were ever to require 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 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 assurances 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.

7. 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.

8. 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.

9. Each Party acknowledge 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.

10. 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.

11. 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.



18. 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 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).

19. 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.

20. 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.

21. 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.

22. 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).

23. 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.

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

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 2<sup>nd</sup> 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**

William J. Buelow  
General Manager  
P.O. Box 719  
Santa Ynez, CA 93460  
805-693-1156  
bbuelow@syrwcd.com

**CMA GSA**

Name:  
Title:  
Address:  
Address:  
Phone:  
E-mail:

**EMA GSA**

Name:  
Title:  
Address:  
Address:  
Phone:  
E-mail:

**WMA GSA**

Name:  
Title:  
Address:  
Address:  
Phone:  
E-mail:

33. 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.

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

35. This Agreement will be considered binding and effective when it has been fully executed by the Grantee 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 FOLLOW ON NEXT PAGE]

**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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) 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 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). 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](mailto: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  
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](mailto:Arthur.Hinojosa@water.ca.gov)

Santa Ynez River WCD  
William J. Buelow,  
3669 Sagunto Street, Suite 101  
Santa Ynez, CA 93460  
Phone: (805) 693-1156  
Email: [bbuelow@syrwcd.com](mailto:bbuelow@syrwcd.com)  
**Mailing Address**  
P.O. Box 719  
Santa Ynez, CA 93460

Direct all inquiries to the Grant Manager:

Department of Water Resources  
Brian Moniz  
Senior Water Resources Engineer  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (818) 549-2325  
Email: [Brian.Moniz@water.ca.gov](mailto:Brian.Moniz@water.ca.gov)

Santa Ynez WCD  
William J. Buelow  
Assistant General Manager,  
3669 Sagunto Street, Suite 101  
Santa Ynez, CA 93460  
Phone: (805) 693-1156  
Email: [bbuelow@syrwcd.com](mailto: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



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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

SANTA YNEZ RIVER  
WATER CONSERVATION DISTRICT

*Arthur Hinojosa*

Arthur Hinojosa  
Manager, Division of Regional Assistance

*William J. Buelow*

William J. Buelow  
Assistant General Manager

Date 1/19/2024

Date 1/19/2024

Approved as to Legal Form and Sufficiency

*Robin Brewer* for

Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date 1/19/2024

*KL CB*

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

SANTA YNEZ RIVER  
WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Arthur Hinojosa  
Manager, Division of Regional Assistance

\_\_\_\_\_  
William J. Buelow  
Assistant General Manager

Date\_\_\_\_\_

Date\_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_ for  
Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date\_\_\_\_\_

## **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 contents 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.

##### Deliverables:

- 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 encroachment permits, as required
- All other permits, as required

### 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-weekly streamflow measurements during storm events at the reconstructed stream gage; bi-weekly 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 encroachment 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:

- Preliminary 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**

Collect 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 maintenance 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**

<b>Components</b>	<b>Grant Amount</b>
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
<b>Total:</b>	<b>\$5,534,000</b>

**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
<b>Total:</b>	<b>\$154,000</b>

**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
<b>Total:</b>	<b>\$741,000</b>

**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
<b>Total:</b>	<b>\$82,000</b>

**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
<b>Total:</b>	<b>\$1,492,000</b>

**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
<b>Total:</b>	<b>\$1,845,000</b>

**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
<b>Total:</b>	<b>\$335,000</b>

**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
<b>Total:</b>	<b>\$600,000</b>

**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
<b>Total:</b>	<b>\$285,000</b>

**Exhibit C  
SCHEDULE**

**Grant Title: SGMA Implementation in the Santa Ynez River Basin**

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
<b>Component 1: Grant Administration</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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
<b>Component 2: Well Extraction Measurement Demonstration Projects and Basin Reporting Program</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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
<b>Component 3: Santa Ynez River Basin WMA, CMA and EMA – SGMA Rate Study</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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
<b>Component 4: Basin GSPs 5-Year Update</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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
<b>Component 5: Monitoring Improvement and Expansion</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(a) Component Administration	10/04/2022	04/30/2026

Categories	Start Date <sup>1</sup>	End Date <sup>1</sup>
(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
<b>Component 6: Stormwater Capture and Infiltration Project Designs</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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
<b>Component 7: Water Use Efficiency Strategic Plan</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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
<b>Component 8: Recycled Water Feasibility Study</b>	<b>10/04/2022</b>	<b>04/30/2026</b>
(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:**

*<sup>1</sup>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 7<sup>th</sup> 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

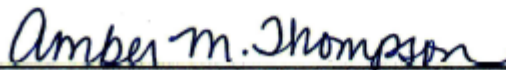
Title: President

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

RESOLUTION CMA-2022-003

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**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

RESOLUTION CMA-2022-003

Page 2 of 2

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

RESOLUTION EMA-2022-004

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**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

RESOLUTION EMA-2022-004

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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 Diethofer (acting alternate), Mark Infanti, Brad Joos, and Brett Marymee

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:



Brett Marymee, Chairman



William J. Buelow, Secretary

RESOLUTION WMA-2022-003

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**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

RESOLUTION WMA-2022-003

Page 2 of 2

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

Exhibit F



## 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/](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](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.

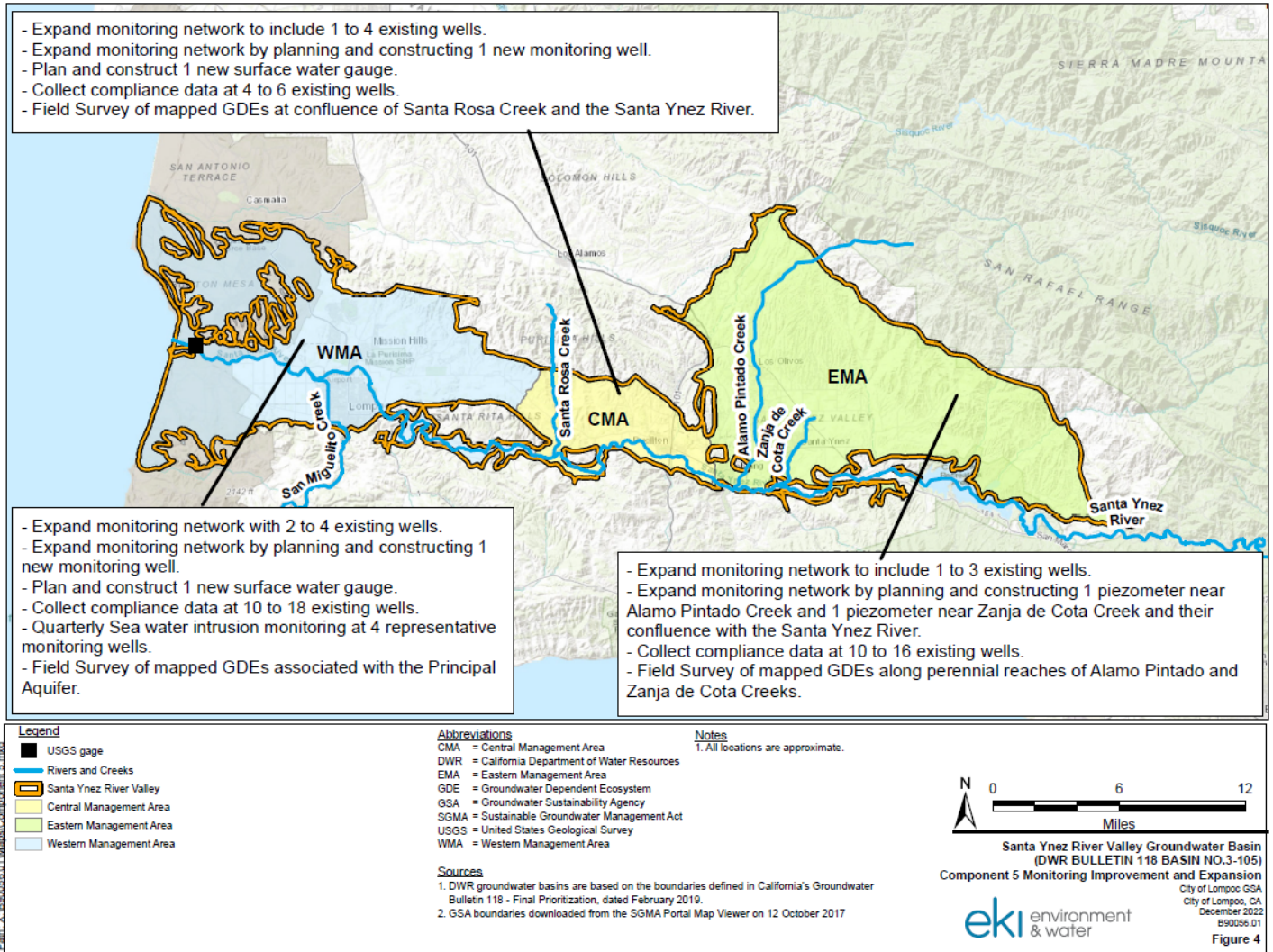
Personnel:

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](http://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 be 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	Component Administration	WMA	CMA	EMA	TOTAL
		Admin					
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**

<b>Component 2</b>	<b>Extraction Measurement &amp; Reporting</b>	<b>Basin-Wide</b>	<b>WMA</b>	<b>CMA</b>	<b>EMA</b>	<b>Sub-Total</b>	<b>Total</b>
<b>Category (a)</b>	<b>Component Administration</b>	\$90,000	\$90,000			\$90,000	<b>\$90,000</b>
<b>Category (b)</b>	<b>Environmental / Design / Engineering</b>					\$0	<b>\$88,000</b>
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	
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	
<b>Category (c)</b>	<b>Implementation / Construction</b>						<b>\$413,000</b>
	Task 5 Demo Projects						
	· Install/register projects						
	· Data eval/DMS upload		\$127,667	\$127,667	\$127,666	\$383,000	
	· Activity summaries						
	· Proofs of purchase						
	· Tech Memo	\$30,000	\$30,000			\$30,000	
<b>Category (d)</b>	<b>Monitoring / Assessment</b>						<b>\$100,000</b>
	· Compile/analyze data						
	· Update model/ budgets		\$33,333	\$33,333	\$33,334	\$100,000	
	· Tech Memo						
<b>Category (e)</b>	<b>Engagement / Outreach</b>						<b>50,000</b>
	· Outreach / engagement		\$16,667	\$16,666	\$16,667	\$50,000	
	· Meetings / workshops						
<b>Totals</b>		<b>\$163,000</b>	<b>\$355,667</b>	<b>\$192,666</b>	<b>\$192,667</b>		<b>\$741,000</b>

**Exhibit B  
Component – Detail**

<b>Component 5</b>	<b>Monitoring Improvement &amp; Expansion</b>	<b>Basin-Wide</b>	<b>WMA</b>	<b>CMA</b>	<b>EMA</b>	<b>SUB</b>	<b>Total</b>
<b>Category (a)</b>	<b>Component Administration</b>	\$100,000 (WMA)	\$100,000			\$100,000	\$100,000
<b>Category (b)</b>	<b>Environmental / Design / Engineering</b>						\$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	
<b>Category (c)</b>	<b>Implementation / Construction</b>						\$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**

<b>Component 5 (Continued)</b>	<b>Monitoring Improvement &amp; Expansion</b>	<b>Basin-Wide</b>	WMA	CMA	EMA	SUB	Total
<b>Category (d)</b>	<b>Monitoring / Assessment</b>						\$580,000
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						
	• 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		-	-	-	-	
<b>Category (e)</b>	<b>Engagement / Outreach</b>						\$100,000
	• Outreach and engagement materials		\$33,333	\$33,334	\$33,333	\$100,000	
	• Meetings / workshops						
	TOTAL	\$107,000	\$786,331	\$513,832	\$544,838		\$1,845,000

28 August 2024

Director Larry Lahr, Chair  
Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency  
(CMA GSA)  
P.O. Box 719  
Santa Ynez, CA 93460

Subject: SGMA Implementation in the Santa Ynez River Basin – DWR Proposition 68 Grant  
Component 2 and 5 Tasks in the Central Management Area Groundwater Sustainability  
Agency  
(EKI C3-183)

Dear Mr. Lahr:

The Sustainable Groundwater Management Act (SGMA) delineated groundwater basins and subbasins in California and charged local agencies with managing groundwater for long-term sustainability. The Santa Ynez River Valley Groundwater Basin (Basin) comprises three groundwater sustainability agencies (GSAs) representing three management areas: the Western Management Area (WMA GSA), Central Management Area (CMA GSA), and Eastern Management Area (EMA GSA). Through a coordination agreement, the three GSAs are cooperatively implementing their Groundwater Sustainability Plans (GSPs) to manage groundwater in the Basin. The Santa Ynez Water Conservation District (District) is a member of all three GSAs and the Basin contact with the Department of Water Resources (DWR).

The Basin was awarded DWR Proposition 68 Grant funds to implement groundwater management in the Basin. The Grant Award funds eight (8) Components, and the District is the Grantee and Grant Administrator for the award. The DWR will refund the GSP implementation activities described in these components and conducted by the GSAs through the Grantee as specified in the Grant Agreement between DWR and the District.

EKI submitted a Scope of Work (SOW) on 15 July 2024 (herein referred to as the “July SOW”), which was approved by the WMA GSA on 24 July 2024. The July SOW authorized EKI to conduct project management activities and coordinate GSA implementation of the tasks and subtasks for two (2) components:

Component 2 “Well Extraction Measurement Demonstration Projects and Basin Reporting Program.”

Component 5 “Monitoring Improvement and Expansion.”

The July SOW also authorized EKI to conduct the tasks and subtasks for three components that focus primarily on the WMA (Component 6 “Stormwater Capture and Infiltration Project Design,” Component 7 “Water Use Efficiency Plan,” and Component 8 “Recycled Water Feasibility Study”).

The July SOW identified the tasks and deliverables required by the Grant Agreement Work Plan for Component 2 and Component 5 that are the responsibility of each GSA and their consultants. Accordingly,

this SOW (herein referred to as the “CMA SOW”) authorizes EKI to conduct the Component 2 and Component 5 tasks previously assigned to the CMA in the July SOW.

EKI is submitting this SOW for implementation of Component 2 and Component 5 tasks in the CMA. The tasks and subtasks described in the CMA SOW are based on the Grant Agreement Work Plan, the July SOW, and the deliverables identified in those documents for these two components.

The professional services work specified in the CMA SOW will commence on the date of execution of the attached Terms and Conditions (Attachment A). We look forward to working with you on this important project and please do not hesitate to contact us with any questions.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



John Fio  
Principal Hydrogeologist

AUTHORIZATION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attachments

Attachment A – EKI Terms and Conditions

Attachment B – EKI Schedule of Charges

Attachment C – Detailed Budget Tables

## **SCOPE OF WORK FOR COMPONENT 2 - WELL EXTRACTION MEASUREMENT DEMONSTRATION PROJECTS AND BASIN REPORTING PROGRAM**

The July SOW identified the tasks and deliverables assigned to EKI to coordinate basin wide activities conducted individually by the three GSAs. This SOW (the CMA SOW) focuses on the component tasks and deliverables identified in the Grant Agreement Work Plan that the July SOW assigned to the CMA GSA and its consultants. These tasks will be completed by EKI and consultants under contract with EKI (The EKI Team).

### **Category (b) Environmental, Engineering, and Design**

#### **Task 1 – Environmental Compliance and Permitting**

The EKI Team will consider California Environmental Quality Act (CEQA) requirements and ensure activities under Component 2 proceed in compliance with state environmental regulations, minimizing potential delays and legal challenges. The EKI Team will prepare compliance and permitting documents and if instructed can file the documents on behalf of the CMA GSA. EKI will also submit the document(s) to the Grantee/Grant Administrator for transmission to the DWR Grant Manager for review and concurrence prior to beginning construction.

#### **Deliverables:**

- Completed CEQA and NEPA documents, as required.
- No Legal Challenges Letter.

#### **Assumptions:**

- Demonstration projects will be covered by a NOE.

#### **Task 2 – Well Extraction Measurement and Reporting Program Development**

##### **Task 2b – Access Agreements**

The EKI Team will work with the CMA GSA to conduct outreach and coordinate with at least one (1) volunteer landowner for demonstration projects (a minimum of four [4] total locations with at least one [1] in each GSA are required based on the Grant Agreement Work Plan). EKI will support the CMA GSA to prepare access agreements, as required, and provide them to the Grantee/Grant Administrator for transmission to the DWR Grant Manager for review.

#### **Deliverables:**

- Access agreements, as required.

#### **Task 3 – Demonstration Project Development**

The EKI Team will develop the necessary infrastructure at each site to utilize up to three methods to measure and record groundwater extractions (Mechanical meters, electrical power consumption, and evapotranspiration) at the location(s) identified in Task 2b. The Team will evaluate the methods and

summarize the results for the CMA. EKI will provide a draft TM that includes maps, equipment lists, land use details, and data collected for each demonstration site. The TM will be submitted to Grantee/Grant Administrator for transmittal to DWR.

**Deliverables:**

- TM summarizing development of demonstration projects.

**Assumptions:**

- Agricultural specialists will estimate water consumption from evapotranspiration (ET) data from field stations in each GSA constructed as part of Component 7.
- CMA GSA will provide one consolidated set of comments on the draft TM regarding development of demonstration projects.

**Task 4 – Basin-Wide Groundwater Extraction Measurement Program**

The EKI Team will work with the CMA GSA to select a recommended extraction measurement method and develop the “Implementing Rules and Regulations” that provide specific guidance to well owners within the CMA GSA boundaries on well registration, extraction measurement method criteria, and DMS reporting requirements. The draft document will be submitted by the Grantee/Grant Administrator to the DWR Grant Manager for review and concurrence.

**Deliverables:**

- Draft and final “Implementing Rules and Regulations” documents.

**Assumptions:**

- CMA GSA will provide one (1) consolidated set of comments to EKI on the draft “Implementation Rules and Regulations” prior to its finalization and submittal to DWR.

**Category (c) Implementation / Construction**

**Task 5 – Demonstration Projects**

***Task 5a – Install or Register Projects***

The EKI Team will install infrastructure for the demonstration projects, including meters, solar panels, telemetry equipment, and weather stations to support evapotranspiration and water use estimates, as needed, and register the demonstration project wells. EKI will provide proof of equipment and materials purchased, collect photo documentation of the installation, and provide summary of activities to be included in Quarterly Progress Reports

***Task 5b – Data Evaluation and DMS Upload***

The EKI Team will review collected data from the demonstration projects, collate, and store said data with the chosen DMS software identified in Task 2a “DMS Program Development” of *SGMA Implementation in*

*the Santa Ynez River Basin – DWR Proposition 68 Grant Component Management and Implementation* (July 22 2024).<sup>1</sup> Based on the reported data review, the Team will evaluate the extraction methods to determine which measurement methods best fit the CMA GSA based on accessibility, cost, feasibility, and land use.

#### ***Task 5c – Prepare Technical Memorandum***

EKI will prepare a technical memorandum to summarize the extraction method selected for the CMA GSA and document key findings and reported data.

#### **Deliverables:**

- Summary of activities and photo documentation to include in Quarterly Progress Reports, as required.
- Proof of equipment and materials purchased, as required.
- Proof of equipment installation, as required (invoices for installation, photographic documentation of pre- and post-construction conditions).
- TM summarizing extraction method findings and reported data.

#### **Assumptions:**

- CMA GSA will provide one (1) consolidated set of comments on the draft TM regarding extraction method findings and reported data.

### **Category (d) Monitoring and Assessment**

#### ***Task d1 – Compile and Analyze Data***

The EKI Team will collect, summarize, and evaluate reported groundwater extraction data after an initial data gathering period (projected to be two quarters of data). The EKI Team will conduct quality assurance and quality control (QAQC) on the reported data. EKI will summarize the groundwater extraction data, aggregating it by key parameters such as geographic region, aquifer type, water user category (e.g., agricultural, industrial, municipal), and time period. The Team will conduct an initial analysis of the summarized data to identify trends, anomalies, or patterns in groundwater extraction over the collection periods.

#### ***Task d2 – Update Model and Water Budget***

The EKI Team will utilize the collected groundwater extraction data to update the historical monthly pumping input data in the groundwater model and utilized to calculate the water budget, and provide additional information analyzing projected GSA conditions, as needed. The process will involve updating the specified model input to reflect the latest extraction rates, the spatial distribution of pumping wells,

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<sup>1</sup> Task 2a describes how EKI will conduct research on DMS services for receiving and reporting extraction data and provide recommendations on DMS design, data reception, and data management.

and other relevant hydrological factors. The updated model input will be used to provide water budget updates and evaluate previously projected conditions within the CMA GSA jurisdiction.

### ***Task d3 – Prepare Technical Memorandum***

The EKI Team will prepare a technical memorandum to summarize the reported groundwater extraction data and key findings. This memorandum will detail the sources of the data, the methods used for its collection and analysis, and any significant patterns or trends observed in groundwater extraction over the relevant period. It will also highlight any discrepancies, anomalies, or data quality issues identified during the analysis, providing context and explanation where necessary.

#### **Deliverables:**

- TM summarizing groundwater extraction data.

#### **Assumptions:**

- CMA GSA will provide one (1) consolidated set of comments on the draft TM regarding extraction method findings and reported data.

### **Category (e) Engagement and Outreach**

#### ***Task e1 – Outreach and Engagement***

The EKI Team will work with the CMA GSA to conduct outreach and coordination between GSA member agencies, landowners, and stakeholders. EKI will facilitate an informational basin-wide well extraction measurement presentation at one (1) public workshop and GSA meeting. EKI will prepare educational and outreach materials for the public workshop.

#### ***Task e2 – Meetings and Workshops***

EKI will support CMA GSA in preparing meeting agendas and meeting minutes. EKI will attend the outreach events to educate groundwater extractors on the benefits of tracking and quantifying groundwater extractions in the Basin.

#### **Deliverables:**

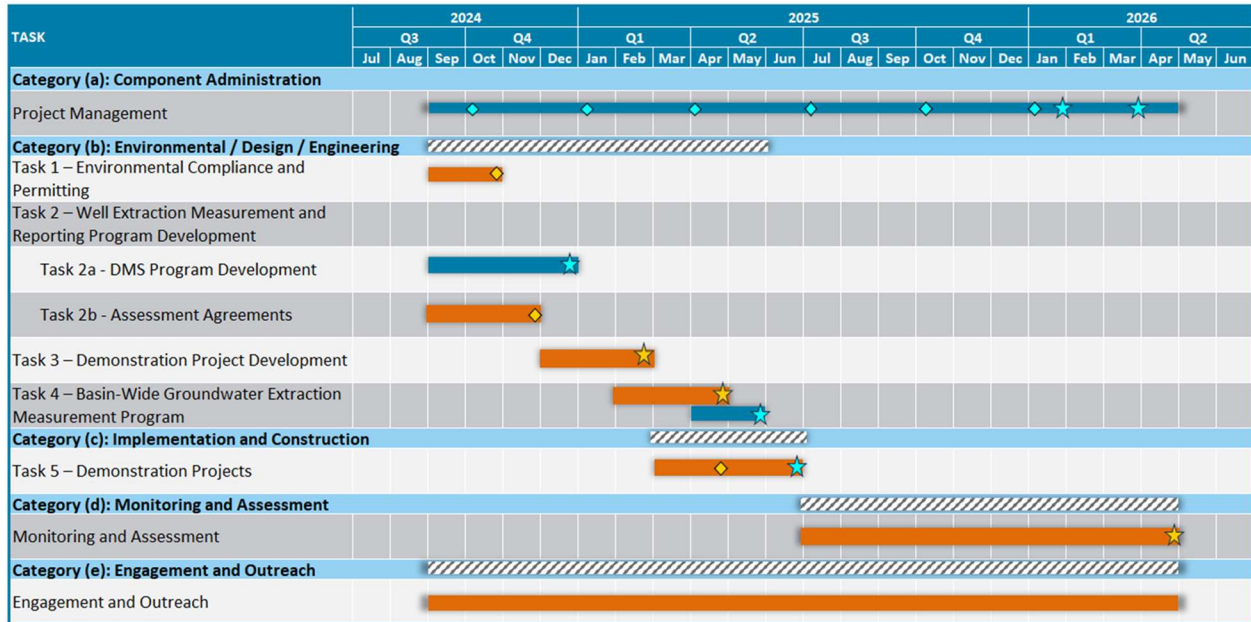
- Outreach and engagement materials, as required.
- Meeting/workshops agendas and minutes.

#### **Assumptions:**

- The EKI Team will support up to 3 meetings/workshops. The workshops will be hybrid-in person and EKI will participate remotely.

## COMPONENT 2 SCHEDULE

EKI is prepared to start work on this project immediately upon authorization to proceed. The schedule below provides the approximate timing of Component 2 work tasks.



Note: (1) The blue bars and symbols represent tasks approved from the July SOW. The orange bars and symbols represent tasks listed in this SOW (the CMA SOW). Hatched bars represent the overall schedule for each category.

## COMPENSATION

Compensation for EKI’s services will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges (**Attachment B**). The estimated budget for this SOW is \$192,500 (see **Table 1** for a general budget summary). A detailed budget breakdown by task, subtask, labor grade, and expenses is tabulated in **Attachment C-1**. EKI will provide monthly written updates with our invoices submitted to the GSAs and/or Grantee/Grant Administrator that review the scope and level of effort to ensure compliance with the planned scope, schedule and budget.



**Table 1. Proposed Project Budget Summary**  
*(see detailed breakdown by task, subtask, labor grade, and expenses in Attachment C-1)*

Task	EKI Hour	Budget Estimate
<b>Category (a) Component Administration</b>		
Project Management	-	-
<b>Category (b) Environmental, Engineering, and Design</b>		
Task 1 – Environmental Compliance and Permitting	6	\$5,000
Task 2 – Well Extraction Measurement and Reporting Program Development	-	-
Task 2a - DMS Program Development	-	-
Task 2b - Access Agreements	-	-
Task 3 – Demonstration Project Development	20	\$5,000
Task 4 – Basin-Wide Groundwater Extraction Measurement Program	21	\$5,000
<b>Category (c) Implementation and Construction</b>		
Task 5 – Demonstration Projects	449	\$127,600
<b>Category (d) Monitoring and Assessment</b>		
Monitoring and Assessment	143	\$33,300
<b>Category (e) Engagement and Outreach</b>		
Engagement and Outreach	58	\$16,600
<b>TOTAL</b>	<b>697</b>	<b>\$192,500</b>

## **SCOPE OF WORK FOR COMPONENT 5 – MONITORING IMPROVEMENT AND EXPANSION**

The July SOW identified the tasks and deliverables assigned to EKI to coordinate basin wide activities conducted individually by the three GSAs. This SOW (the CMA SOW) focuses on the component tasks and deliverables identified in the Grant Agreement Work Plan that the July SOW assigned to the CMA GSA and its consultants. These tasks will be completed by EKI and consultants under contract with EKI (The EKI Team).

Component 5 improves and expands the CMA Monitoring Network as follows.

- Integration of one (1) to four (4) existing wells into the supplemental monitoring network. Site specific data will be collected from the existing wells via video logging and surveying, as required.
- Installation of one (1) new monitoring well.
- Installation of one (1) stream gage.
- Conduct groundwater dependent ecosystem field survey, where additional data will be collected and assessed.

### **Category (b) Environmental / Design / Engineering**

#### **Task 1 – Environmental Compliance and Permitting**

The EKI Team will consider California Environmental Quality Act (CEQA) requirements and ensure activities under Component 2 proceed in compliance with state environmental regulations, minimizing potential delays and legal challenges. The EKI Team will prepare compliance and permitting documents and if instructed can file the documents on behalf of the CMA GSA. EKI will also submit the document(s) to the Grantee/Grant Administrator for transmission to the DWR Grant Manager for review and concurrence prior to beginning construction.

#### **Deliverables:**

- Completed CEQA and NEPA documents, as required.
- No Legal Challenges Letter.

#### **Assumptions:**

- Monitoring infrastructure will be covered by a NOE.

#### **Task 2 – Land Purchase/Easements**

The EKI Team will work with the CMA GSA to coordinate with one (1) landowner for the new monitoring well and one (1) or more landowners for the new stream gage within CMA GSA jurisdiction, as needed. The EKI Team will support the CMA GSA to prepare access agreements, as required, and provide the agreements to the Grantee/Grant Administrator for transmission to the DWR Grant Manager for review. The EKI Team will also support the CMA GSA in obtaining County encroachment permits if needed and/or acquiring necessary permits for the well installation(s). EKI will collect copies of the access agreements and relevant permits and provide them to the Grantee/Grant Administrator for transmission to the DWR Grant Manager for review.

**Deliverables:**

- Access agreements and/or easements and/or encroachment permits, as required.
- Other permits, as required.

**Assumptions:**

- The CMA GSA and/or member agency staff will lead outreach efforts to local landowners to develop cooperative agreements and gain access for potential monitoring locations.
- Encroachment permits will not be needed for selected sites.
- Stream gauge permit requirements will be identified by the USGS and permitting costs can be accommodated with the available budget.
- Monitoring infrastructure will be covered by a NOE.

**Task 3 – Monitoring Network Planning and Design**

The CMA shall establish one (1) new stream gage location and one (1) new monitoring well. The EKI Team will gather site-specific information regarding the selected equipment locations.

The EKI Team will prepare preliminary design plans for the monitoring well site showing property boundaries, proposed monitoring well location, and conceptual monitoring well design and prepare necessary revisions to engineering design packages for stream gages as required to obtain permits.

Under this task, the EKI Team will work with CMA GSA and its member agency staff to select between one (1) to four (4) existing wells to incorporate into the monitoring network.

The EKI Team will also submit design plans and specifications to the Grantee/Grant Administrator for transmittal to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

**Deliverables:**

- A Technical Memorandum (TM) that summarizes site-specific information and locations for existing wells, new monitoring well, and new stream gage to incorporate into the modified monitoring network.

**Assumptions:**

- CMA GSA will provide one (1) consolidated set of comments on the draft TM regarding site-specific information.

## **Category (c) Implementation / Construction**

### **Task 4 – Advertise, Bid, and Award**

#### ***Task 4a – Prepare Final Design and Specifications***

The EKI Team will prepare finalized design plans and technical specifications for the new monitoring well and new stream gage. The final design plans will include engineering drawings, site layout plans, and necessary structural and mechanical components tailored to the specific geologic and hydrologic conditions of the sites. The technical specifications will outline the required materials, construction methods, equipment, and installation procedures to ensure the durability, accuracy, and reliability of the monitoring well and stream gage.

#### ***Task 4b – Complete Bid Documents and Bid Process***

The EKI Team will prepare bid documents, accordingly, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items as needed. The bids will be publicly advertised in accordance with the requirements for public bidding for construction and prepare an engineer's estimate, as required. The EKI Team will review the received bids and provide a recommendation to the CMA GSA for award, if required. Then EKI will send a Notice of Intent to Award, Notice(s) to Award, and Notice(s) to Proceed to the selected bidder(s), as needed.

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 the following: 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 gage).
- Final design plans and technical specifications (monitoring well).
- Proof of advertisement.
- Bid documentation.
- Notice of Award.
- Notice to Proceed.

#### **Assumptions:**

- Bids needed for borehole drilling, well construction and well development services only.

### **Task 5 – Monitoring Well and Equipment Installation**

#### **Task 5a – Install Monitoring Well**

The EKI Team will coordinate with the CMA GSA and oversee installation of the new monitoring well identified in Task 3. The EKI Team will prepare a health and safety plan and traffic control plan(s) and submit to DWR prior to construction, as necessary.

### **Task 5b – Install Stream Gages**

The EKI Team will coordinate with the CMA GSA and oversee installation of the new stream gage identified in Task 3. The EKI Team will prepare a health and safety plan and traffic control plan(s) and submit to DWR prior to construction, as necessary.

### **Task 5c – Review and Assemble Information and Deliverables**

The EKI Team will coordinate with the CMA GSA to manage construction and verify specifications and completion schedules.

EKI will collect supporting materials to prepare quarterly reports for Grantee/Grant Administrator to submit to DWR including, but not limited to, construction activity reports including descriptions of any change orders, photo documentation of pre- and post-construction conditions, document progress in construction activities log, maps, tables, and supporting information to summarize site information, well specifications for existing wells to incorporate into monitoring network per SGMA guidelines (i.e., measurement point elevations, geographic coordinates, screen depth interval[s], total depth, and so forth), new well as-built information, site land uses, and relevant access agreements and environmental documents, as required.

The EKI Team will coordinate with a licensed professional to conduct inspections of the completed well and stream gauge and collect a Certification of Completion letter from the licensed professional to ensure that the well and stream gauge was constructed per the 100% design plans and specifications.

#### **Deliverables:**

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

#### **Assumptions:**

- For cost effectiveness, a single contractor will be selected to install all planned monitoring wells in the Western Management Area and Central Management Area GSAs.

## **Category (d) Monitoring / Assessment**

### **Task 6 – Monitoring Network Field Screening**

#### ***Task 6a – Update Monitoring Networks***

Based on the results from the previous tasks, the EKI Team will work with the CMA GSA to update its monitoring networks to include the newly installed monitoring sites and comply with SGMA reporting standards.

#### ***Task 6b – Survey or Video Logs***

The EKI Team will perform surveys and/or video logging on existing wells and determine geographic coordinates/locations, total well depth, depth interval(s) of perforations, and elevation of the measurement point for water level readings, as needed.

#### ***Task 6c – Technical Memorandum***

EKI will prepare a technical memorandum to summarize the monitoring network updates.

#### **Deliverables:**

- TM summarizing Monitoring Network updates.
- Well Survey Report(s) and/or Video Logging Report(s), as required.

#### **Assumptions:**

- CMA GSA will provide one (1) consolidated set of comments on the draft TM regarding monitoring network updates.

### **Task 7 – Data Collection, Assessment, and DMS Updates**

The EKI Team will collect semi-annual groundwater level data from new wells. The Team will evaluate results from stream gages to assess shifting of the rating curve.

The EKI Team will conduct field surveys in CMA GSA jurisdiction to investigate potential groundwater dependent ecosystems (GDEs) and assess GDE coverage from GDE survey results.

The EKI Team will update the DMS to include (1) collected monitoring data and site information from the relevant surveys; (2) add new wells and the stream gage to the SGMA compliant monitoring network; and (3) update well site information fields to allow for entry of Minimum Thresholds and Measurable Objectives, when determined. Conduct annual stream gage maintenance.

#### **Deliverables:**

- TM summarizing raw monitoring data and surveys, assessments, and DMS updates for each of the GSAs.

**Assumptions:**

- CMA GSA will provide one (1) consolidated set of comments on the draft TM regarding monitoring data and DMS updates.

**Category (e) Engagement / Outreach**

***Task e1 – Outreach and Engagement***

The EKI Team will work with the CMA GSA to conduct outreach and coordination between GSA member agencies, landowners, and stakeholders. EKI will support the formation of Agricultural and Surface Water Advisory groups and prepare educational, and outreach materials as needed.

***Task e2 – Meetings and Workshops***

The EKI Team will support CMA GSA in preparing meeting agendas and meeting minutes. EKI will attend the outreach events at the direction of CMA GSA.

**Deliverables:**

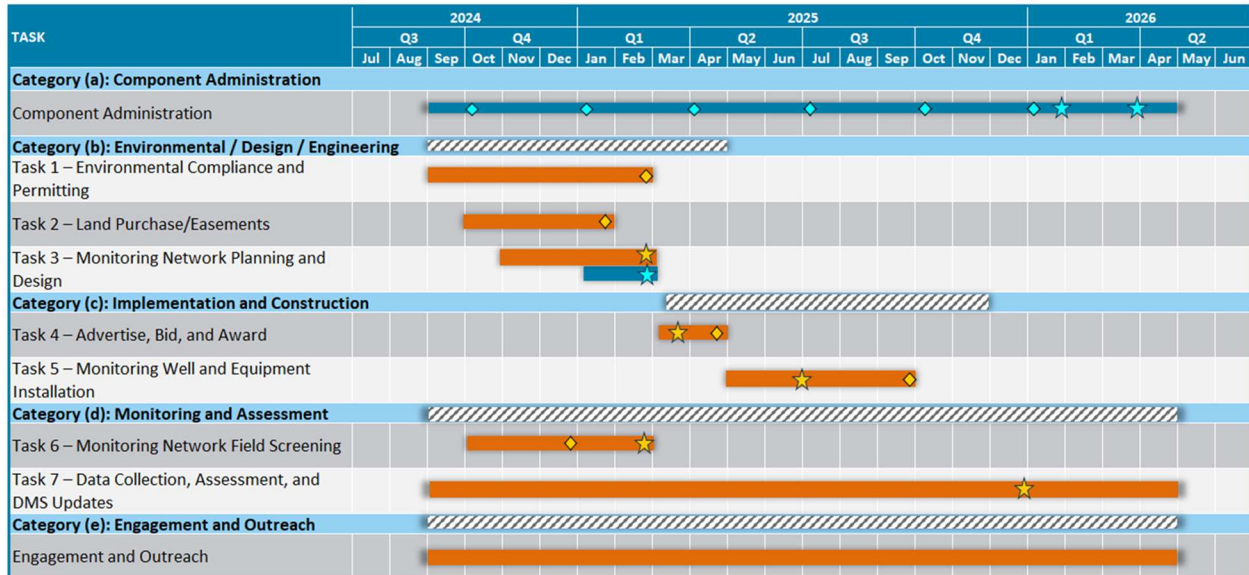
- Outreach and engagement materials, as required.
- Meeting/workshops agendas and minutes.

**Assumptions:**

- The EKI Team will support up to 7 meetings/workshops. The workshops will be hybrid-in person and EKI will participate remotely.

**PROJECT SCHEDULE**

EKI is prepared to start work on this project immediately upon authorization to proceed. The schedule below provides the approximate timing of Component 5 work tasks assigned to EKI.



Note: (1) The blue bars and symbols represent tasks approved from the July SOW. The orange bars and symbols represent tasks listed in this SOW (the CMA SOW). Hatched bars represents the overall schedule for each category.

### COMPENSATION

Compensation for EKI’s services will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges (**Attachment B**). The estimated budget for this Scope of Work is \$513,400 (see **Table 2** for a general budget summary). A detailed budget breakdown by task, subtask, labor grade, and expenses is tabulated in **Attachment C-2**. EKI will provide monthly written updates with our invoices submitted to the GSAs and/or Grantee/Grant Administrator that review scope and level of effort to ensure compliance with the planned scope, schedule and budget.



**Table 2. Proposed Project Budget Summary**  
*(see detailed breakdown by task, subtask, labor grade, and expenses in Attachment C-2)*

Task	EKI Hours	Budget Estimate
<b>Category (a) Component Administration</b>		
Component Administration	-	-
<b>Category (b) Environmental, Engineering, and Design</b>		
Task 1 – Environmental Compliance and Permitting	6	\$7,000
Task 2 – Land Purchase/Easements	42	\$35,000
Task 3 – Monitoring Network Planning and Design	40	\$14,000
<b>Category (c) Implementation and Construction</b>		
Task 4 – Advertise, Bid, and Award	26	\$30,000
Task 5 – Monitoring Well and Equipment Installation	265	\$256,400
<b>Category (d) Monitoring and Assessment</b>		
Task 6 – Monitoring Network Field Screening	182	\$80,200
Task 7 – Data Collection, Assessment, and DMS Updates	33	\$57,500
<b>Category (e) Engagement and Outreach</b>		
Engagement and Outreach	101	\$33,300
<b>TOTAL</b>	<b>695</b>	<b>\$513,400</b>

## ATTACHMENT A

### EKI Terms and Conditions

# EKI Environment & Water, Inc.

## TERMS AND CONDITIONS

CONSULTANT: EKI Environment & Water, Inc.

CLIENT: Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA)

Proposal/Agreement Date: 28/08/2024

Proposal/Project Number: EKI C3-183

### 1. SCOPE OF SERVICES

The CLIENT hereby employs CONSULTANT to perform the professional services work (“Services”) specified in this Agreement. The CONSULTANT’s Services will commence on the date of execution of this Agreement and to continue until completion of the Services described herein or termination as described in Article 12. CONSULTANT agrees to furnish the necessary personnel, materials, equipment, and facilities to perform the Services stated in this Agreement or attached thereto. CONSULTANT’s Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The CLIENT agrees that CONSULTANT shall be responsible to provide only for the Services expressly specified in this Agreement. Additional Services, which result in an adjustment in CONSULTANT’s schedule for its Services or originally estimated budget or lump sum fee for its Services, may be provided at CLIENT’s request.

All of CONSULTANT’s plans, specifications, tracings, survey notes, writings, reports, documents, designs, instruments of service, computer programs, electronic data deliverables, and other original documents, and any other Services or work products generated electronically or in hardcopy as a result of this Agreement (collectively “Work Product”) are intended for the sole use and benefit only of CLIENT and may not be relied on or used by any other party or entity without the express written consent of CONSULTANT and subject to execution of an agreement between such third party and CONSULTANT in form and content approved by CONSULTANT defining the terms, provisions, and limitations of the use of Work Product.

### 2. COMPENSATION

The CLIENT agrees to pay CONSULTANT’s invoices for the Services specified in this Agreement in accordance with the Schedule of Charges attached to the Agreement, and such payment shall be full compensation for all personnel, materials, equipment, and facilities used in performing the Services.

CONSULTANT will invoice CLIENT at the end of each billing period. Payment in full must be received by CONSULTANT within thirty (30) days of the date of such invoice. Any amounts overdue will incur a service charge of one percent (1%) per month, compounded monthly, beginning sixty (60) days after the invoice date and until full payment is received. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the invoice date may be considered substantial nonperformance and cause for suspension or termination of Services, at CONSULTANT’s discretion. CONSULTANT, without any liability to CLIENT, may withhold any Services and Work Product pending payment by CLIENT of any outstanding amounts owed.

For Services provided on a time and material basis, the budget may be increased by amendment to complete the Scope of Work. CONSULTANT is not obligated to provide Services in excess of the authorized budget. The Services performed by CONSULTANT shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating in detail which Services CLIENT believes are incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as specified herein.

### 3. INSURANCE

CONSULTANT, at its own expense, will maintain in force the following policies of insurance during the period of performance of this Agreement:

- (a) Workers’ Compensation at statutory limits and Employer’s Liability Insurance with a limit of \$1,000,000.
- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, including death, and property damage,
- (c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident, and
- (d) Professional Liability Insurance with a limit of \$1,000,000 per claim and in the annual aggregate per policy year.

If requested by CLIENT, CONSULTANT will furnish CLIENT with satisfactory evidence of the above insurance. CONSULTANT will provide at least thirty (30) days prior written notice to the CLIENT in the event of cancellation of insurance coverage.

If CLIENT retains any construction contractor or subcontractor whose scope of work relates in any way to the Services provided by CONSULTANT, CLIENT shall require each contractor and subcontractor to: (1) defend, indemnify, and hold harmless CLIENT and CONSULTANT from any and all claims, suits, losses, damages, attorney's fees, and costs arising from such contractor or subcontractor's work or services; (2) obtain insurance of types and amounts appropriate for the services and work provided by such contractor or subcontractor, including but not limited to Commercial General Liability, Auto Liability, Workers' Compensation and Employer's Liability and Contractor's Pollution Liability; (3) require naming CONSULTANT as an additional insured under Commercial General Liability and Automobile Liability policies, and (4) require that all contractor's and subcontractor's policies be endorsed to provide a waiver of subrogation in favor of CLIENT and CONSULTANT related in any way to the Services provided by CONSULTANT.

4. STANDARD OF CARE

CONSULTANT agrees that, in connection with its Services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CLIENT recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving. While CONSULTANT will perform in reasonable accordance with standards in effect at the time its Services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. No warranty or guarantee, express or implied, is made or intended by providing any of the Services or by furnishing oral or written reports of the findings made by CONSULTANT.

5. LIMITATION ON LIABILITY

CLIENT agrees that to the fullest extent allowed by law, CLIENT shall limit CONSULTANT's liability to CLIENT, CLIENT's contractors, subcontractors, agents, employees and consultants, and to all other third parties for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related this Agreement from any cause or causes including but not limited to the negligent acts, errors, or omissions, breach of contract, or breach of warranty by CONSULTANT, its directors, officers, employees, agents, subconsultants, and subcontractors to a maximum of \$100,000. This limitation of liability shall apply to the CLIENT's claims for damages only. CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

6. CONSEQUENTIAL DAMAGES

The CONSULTANT and CLIENT waive consequential damages, including but not limited to loss of use, profits, anticipated profits, and like losses, for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

7. INDEMNITY

CLIENT understands that, in seeking the professional services of CONSULTANT, CLIENT may be requesting CONSULTANT to undertake uninsurable obligations for CLIENT's benefit involving the presence or potential presence of hazardous, toxic or pollutant substances. Therefore, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT from any and all claims, suits, losses, attorney fees, costs, and liability for property damage, personal injury including death, consequential, or any other damages from any cause whatsoever, arising out of the CONSULTANT's Services, including but not limited to the presence (or failure to detect the presence), discharge, release or escape of toxic or hazardous materials or contaminants of any kind, and from any and all claims for damages by third parties, excepting only to the extent resulting from the willful misconduct or negligence of CONSULTANT in the performance of its Services under this Agreement.

8. SERVICES DURING CONSTRUCTION

Any Services, including testing or construction observation, provided by CONSULTANT, during construction of facilities designed by the CONSULTANT or others, is for the purpose of reviewing the construction contractor's general compliance only with the functional provisions of the construction documents including project specifications and drawings. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction contractors' work, nor shall the CONSULTANT be responsible for a contractor's failure to perform the work in accordance with the requirements of the construction documents. The CONSULTANT shall be only responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of contractors or of any other persons or entities performing portions of the work. CLIENT agrees that in accordance with generally accepted construction practices, the independent construction contractor(s) selected by CLIENT will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property, and that this

responsibility shall be continuous and not be limited to normal working hours. CONSULTANT's Services during construction shall not be construed to waive or otherwise relieve any contractor or subcontractor of their contractual obligations.

9. COST ESTIMATES

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT represent the CONSULTANT's judgment as a design professional. However, neither CLIENT nor CONSULTANT has control over the fluctuations in construction costs, a contractor's methods of determining bid prices, market and bidding conditions, and other factors. Accordingly, CONSULTANT does not guarantee or warrant that the bids or negotiated prices, or future operation and maintenance costs, will not vary from any estimated costs provided by CONSULTANT or from CLIENT's budget for the project.

10. DATA

Any Work Product stored or reduced to computer tapes, disks, CDs, electronic files or CAD files (collectively "Data") is and shall remain CONSULTANT's property. The transfer of Data to CLIENT or others is not and shall not be deemed a sale. CONSULTANT reserves the right to retain an archival copy of the Data delivered to CLIENT, which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished to CLIENT. The Data are instruments of service, and as such, CONSULTANT makes no representations or warranties, expressed or implied, of the Data's merchantability or fitness for a particular purpose with respect to its quality, adequacy, completeness or sufficiency as to any results to be or intended to be achieved as to its use.

The Data are furnished "as is". CLIENT acknowledges that anomalies and errors can be introduced into the Data when it is transferred or used in an incompatible computer environment or modified by others. CLIENT acknowledges and solely accepts the risks associated with and/or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the Data.

Use by CLIENT of any Data prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CLIENT's sole risk. CLIENT agrees to indemnify and hold CONSULTANT harmless from any claims, suits, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any Data prepared by CONSULTANT without the prior written consent of CONSULTANT.

11. CONFIDENTIALITY

When business or technical information is identified as "confidential" by CLIENT, CONSULTANT shall hold such business or technical information as confidential. CONSULTANT shall not disclose such confidential information without CLIENT's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, court order or other governmental directive; or (4) protection of CONSULTANT against claims or liabilities arising from performance of Services under this Agreement. In the event that CONSULTANT is requested to disclose any confidential information under the above conditions, CONSULTANT will contact CLIENT to provide an opportunity for CLIENT's defense of any confidentiality claim at its expense, including the cost of any required CONSULTANT services at CONSULTANT's then current Schedule of Charges. CONSULTANT's obligation hereunder shall not apply to information in the public domain, previously known by CONSULTANT, or lawfully acquired on a non-confidential basis from others. CLIENT acknowledges that CONSULTANT may provide similar services to other individuals or entities that operate within the same industry as CLIENT. So long as CONSULTANT does not share or make use of any of CLIENT's confidential information in providing such services, nothing in this Agreement shall be interpreted as limiting or prohibiting CONSULTANT from providing such services.

12. TERMINATION OF AGREEMENT

(a) WITH CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination.

(b) WITHOUT CAUSE

This Agreement may be terminated by CLIENT or CONSULTANT upon at least fourteen (14) days written notice to the other party.

(c) TERMINATION ADJUSTMENT PAYMENT

If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for Services performed and expenses incurred to the termination notice date, including Reimbursable Expenses due, plus any additional direct expenses incurred by CONSULTANT including, but not limited to, cancellation fees or charges imposed by subcontractors ("Termination Expenses"). Termination Expenses, which may not exceed ten percent (10%) of charges incurred to the termination notice date, may be charged to CLIENT to cover such services to orderly close-out the Services and to prepare project files and documentation. CONSULTANT will use reasonable efforts to minimize such Termination Expenses.

13. DISPUTE RESOLUTION

- (a) The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation to Judicial Arbitration and Mediation Services (“JAMS”), or other third-party mediation service acceptable to the parties. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with JAMS. If a party deems it necessary in order to protect or preserve a legal right, the request for mediation may be made concurrently with the filing of a lawsuit or other binding dispute resolution proceeding but, in such event, mediation shall proceed in advance of the binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- (b) The mediation fees and costs, if any, shall be divided equally among the parties involved. Each party shall bare its own attorney’s fees and other costs, except as provided in subparagraph (c) below.
- (c) If any party commences a lawsuit or other binding dispute resolution proceeding to which this paragraph applies without previously or concurrently initiating mediation, said party shall not be entitled to recover attorneys’ fees even if they would otherwise be available to that party in any such proceeding.
- (d) The following matters are excluded from mediation hereunder: (1) injunctive relief; and (2) any unlawful detainer.

14. GENERAL PROVISIONS

- (a) **APPLICABLE LAW**  
This Agreement shall be interpreted and enforced according to the laws of the State of California, excepting those provisions of California law that would require the application of the laws of another state or country.
- (b) **PRECEDENCE OF CONDITIONS**  
Any terms or conditions incorporated into a purchase order, confirmation, or other similar document issued by CLIENT shall have no force and effect. If there is any conflict between these Terms and Conditions and the Agreement or any other Exhibits, or documents that are attached or make up a part of this Agreement, these Terms and Conditions shall control, in the absence of CONSULTANT’s express written agreement to the contrary.
- (c) **ASSIGNMENT OR SUBCONTRACTING**  
Neither CLIENT nor CONSULTANT shall assign its interest or any rights in this Agreement without the written consent of the other. CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.
- (d) **OWNERSHIP OF DOCUMENTS**  
All Work Product are instruments of CONSULTANT’s Services and shall not be used on other projects without CONSULTANT’s prior written consent; however, if used on other projects, such use shall be at CLIENT’s sole risk. CONSULTANT’s Work Product may not be altered or modified except by CONSULTANT. CONSULTANT shall be deemed the author of the Work Product and shall retain all common law, statutory and other reserved rights, including the copyright, trademark, and patent. The CLIENT may retain copies, including reproducible copies, of these documents for information and reference in connection with the CLIENT’s use for this project. Submission or distribution of CONSULTANT’s Work Product to meet official regulatory requirements or for similar purposes in connection with this project are not to be construed as publication in derogation of CONSULTANT’s reserved rights.
- (e) **FORCE MAJEURE**  
Any delay or default in the performance of any obligation of CONSULTANT under this Agreement resulting from any cause(s) beyond CONSULTANT’s reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby. Upon the resumption of Services, the schedule for performance of CONSULTANT’s Services and the fees due hereunder shall be equitably adjusted.
- (f) **TIME BAR**  
All legal actions by either party against the other arising out of or in any way connected with this Agreement or the Services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after one year from the date of substantial completion of the Services, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.
- (g) **INTERPRETATION**  
The parties have had an opportunity to review and negotiate the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter thereof. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.
- (h) **MERGER: WAIVER: SURVIVAL**  
This Agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral. This Agreement may not be amended or altered except in a writing signed by both parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void the entire Agreement, and all remaining provisions shall survive and be enforceable.

(i) CLIENT OBLIGATIONS

CLIENT shall furnish full information regarding requirements for the project, including a plan or program that shall set forth CLIENT's objectives, schedule, constraints and criteria, including, as applicable, budget, space requirements, and relationships, flexibility, expandability, special equipment, systems and site requirements. CLIENT will provide access to the project site, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports or any other reports or filings required of the site owner, unless specifically included in CONSULTANT's scope of Services. CLIENT shall pay the costs of plan checking and inspection fees, zoning applications fees, soil engineering fees, testing fees, surveying fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

CLIENT will provide to CONSULTANT all documents and information regarding the site and the Project that is reasonably necessary for CONSULTANT to provide its Services under this Agreement. CONSULTANT shall be entitled to rely upon the adequacy and accuracy of documents and information provided by CLIENT, CLIENT's other consultants and contractors, and other third-parties (collectively "CLIENT Information") in performing the Services. CONSULTANT assumes no responsibility or liability for the accuracy or completeness of CLIENT Information; however, CONSULTANT will advise CLIENT if it becomes aware of an error or omission in the CLIENT Information. CLIENT Information will remain the property of the CLIENT; however, CONSULTANT may keep a copy of all CLIENT Information for the completion of its records.

(j) THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

15. UTILITIES AND SUBSURFACE CONFLICTS

Prior to initiation of subsurface investigations, including but not limited to boreholes, probes, trenches, or subsurface sample collection, CLIENT will provide CONSULTANT with available information, drawings, and maps regarding potential underground utilities, other potential subsurface conflicts, and overhead conflicts in the proposed areas of investigation. If CLIENT is not the property owner, CLIENT will contact the property owner and request such information. CONSULTANT will clear the proposed investigation locations for buried utilities by obtaining the services of a utility locating company. CONSULTANT will make reasonable efforts to identify and to avoid damage to disclosed or visually identified utilities that may exist within the areas of investigation. CONSULTANT, its subconsultants and subcontractors shall have no liability for damages to persons or property, including the cost to repair, which occur during investigative activities performed by CONSULTANT, its subconsultants and subcontractors, and arise out of, or relate to, undisclosed, unknown, or inaccurately specified utilities or other structures.

16. ARTIFICIAL INTELLIGENCE

CONSULTANT may use Artificial Intelligence (AI) technology in providing services under this Agreement. AI technology is a rapidly changing field and includes tools provided by third parties that may be pre-trained and/or pretrain with supplementary training by CONSULTANT. CONSULTANT makes efforts to identify and remove CLIENT-identifying data and any bias that is contained in data that is used for supplementary training.

CONSULTANT is aware that the output from AI is not a substitute for human judgement. CONSULTANT's engineers, scientists, and other professional staff will continue to provide professional services, and make decisions based on their experience, knowledge, and analysis, consistent with the Standard of Care.

## ATTACHMENT B

### EKI Schedule of Charges



**Client/Address:** Central Management Area GSA  
 c/o Santa Ynez River Water Conservation District  
 P.O. Box 719  
 Santa Ynez, CA 93460



**Proposal/Agreement Date:** 28 August 2024

**EKI Proposal # C3-193.00**

**SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.**

**1 January 2024**

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	345
Principal Engineer-Scientist	333
Supervising I, Engineer-Scientist	323
Supervising II, Engineer-Scientist	310
Senior I, Engineer-Scientist	297
Senior II, Engineer-Scientist	286
Associate I, Engineer-Scientist	275
Associate II, Engineer-Scientist	259
Engineer-Scientist, Grade 1	241
Engineer-Scientist, Grade 2	227
Engineer-Scientist, Grade 3	209
Engineer-Scientist, Grade 4	187
Engineer-Scientist, Grade 5	165
Engineer-Scientist, Grade 6	144
Project Assistant	135
Technician	129
Senior GIS / Database Analyst	170
CADD Operator / GIS Analyst	148
Senior Administrative Assistant	162
Administrative Assistant	128
Secretary	108

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus fifteen percent (15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD and other specialized software computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

## ATTACHMENT C

### Detailed Budget Tables

**Table 1 - Budget Estimate for Proposed Scope of Work  
Component 2, Central Management Area**

TASKS	EKI Labor							Expenses			TOTAL	Bill-to-Date from Subconsultants other than EKI (2)	Remaining Budget
	Prin - Fio (Principal and Chief Engineer)	SNR I - Ayman Alaffi	G1 - Susan Xie	G3 - Meghan Engh	G6	TOTAL EKI Labor	TOTAL EKI Labor Billed-to-Date (1)	CAD/GIS Charge (per hour)	Subconsultant	TOTAL City Labor,	Per Component Budget Allocation Tables		
	333	297	241	209	144	(\$)	(\$)	\$20			(\$)	(\$)	(\$)
<b>Category (b) Environmental, Engineering, and Design</b>													
Task 1 – Environmental Compliance and Permitting			2	4		\$1,318			\$3,682		\$5,000		\$5,000
Task 2 – Well Extraction Measurement and Reporting Program Development											\$0		\$0
Task 2a - DMS Program Development						\$0					\$0		\$0
Task 2b - Landowner Outreach & Assessment Agreements						\$0					\$0		\$0
Task 3 – Demonstration Project Development	4		8	8		\$4,932					\$5,000		\$5,000
Task 4 – Basin-Wide Groundwater Extraction Measurement Program	3		6	12		\$4,953					\$5,000		\$5,000
<b>Subtotal</b>	<b>7</b>	<b>0</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>\$11,203</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 3,682</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>
<b>Category (c) Implementation and Construction</b>													
Task 5 – Demonstration Projects													
Task 5a - Install or Register Projects	4		10	14	1	\$6,812			\$29,000		\$35,900		\$35,900
Task 5b - Data Evaluation and DMS Upload	24	30	48	70	80	\$54,620					\$54,700		\$54,700
Task 5c - Prepare Technical Memo	20	8	40	60	40	\$36,976					\$37,000		\$37,000
<b>Subtotal</b>	<b>48</b>	<b>38</b>	<b>98</b>	<b>144</b>	<b>121</b>	<b>\$98,408</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 29,000</b>	<b>\$0</b>	<b>\$127,600</b>	<b>\$0</b>	<b>\$127,600</b>
<b>Category (d) Monitoring and Assessment</b>													
Monitoring and Assessment													
Task d1 - Compile and Analyze Data	5		8	16		\$6,937					\$7,000		\$7,000
Task d2 - Update Model and Water Budget	8	12	24	24	6	\$17,892					\$17,900		\$17,900
Task d3 - Prepare Technical Memo	4		8	16	12	\$8,332					\$8,400		\$8,400
<b>Subtotal</b>	<b>17</b>	<b>12</b>	<b>40</b>	<b>56</b>	<b>18</b>	<b>\$33,161</b>	<b>\$0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$33,300</b>	<b>\$0</b>	<b>\$33,300</b>
<b>Category (e) Engagement and Outreach</b>													
Engagement and Outreach						\$0							
Task e1 - Outreach and Engagement	2		4	8	2	\$3,590	\$3,574				\$7,200		\$3,626
Task e2 - Meetings and Workshops	4	6	10	10	12	\$9,342					\$9,400		\$9,400
<b>Subtotal</b>	<b>6</b>	<b>6</b>	<b>14</b>	<b>18</b>	<b>14</b>	<b>\$12,932</b>	<b>\$3,574</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$16,600</b>	<b>\$0</b>	<b>\$13,026</b>
<b>TOTAL:</b>	<b>78</b>	<b>56</b>	<b>168</b>	<b>242</b>	<b>153</b>	<b>\$155,704</b>	<b>\$3,574</b>	<b>\$0</b>	<b>32,682</b>	<b>\$0</b>	<b>\$192,500</b>	<b>\$0</b>	<b>\$188,926</b>

**Notes:**  
(1) Billed-to-date from EKI included invoices that cover billing periods from 1 September 2023 to 28 February 2024.

**Table 1 - Budget Estimate for Proposed Scope of Work  
Component 5, Central Management Area**

TASKS	EKI Labor						TOTAL EKI Labor Billed-to-Date	Expenses			TOTAL	Bill-to-Date from Subconsultants other than EKI (1),(2)	Remaining Budget
	Prin - Fio (Principal and Chief Engineer)	G1 - Susan Xie	G1 - Sam Cronin	G3 - Meghan Engh	G6	TOTAL EKI Labor		CAD/GIS Charge (per hour)	Subconsultant	TOTAL City Labor,	Per Component Budget Allocation Tables		
	333	241	241	209	144	(\$)	(\$)	\$20			(\$)	(\$)	(\$)
<b>Category (b) Environmental, Engineering, and Design</b>													
Task 1 – Environmental Compliance and Permitting		2	4			\$1,446			\$ 5,554		\$7,000		\$7,000
Task 2 – Land Purchase/Easements													
Task 2a - Secure access agreements, easements, permits	4	8	12	18		\$9,914			\$ 25,086		\$35,000	\$1,195	\$33,805
Task 3 – Monitoring Network Planning and Design													
Task 3a - Preliminary design plans – Wells	4	4	8	4		\$5,060			\$ 1,900		\$7,000		\$7,000
Task 3b - Preliminary design plans – Gages	4	4	8	4		\$5,060			\$ 1,900		\$7,000		\$7,000
<b>Subtotal</b>	<b>12</b>	<b>18</b>	<b>32</b>	<b>26</b>	<b>0</b>	<b>\$21,480</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 34,440</b>	<b>\$0</b>	<b>\$56,000</b>	<b>\$1,195</b>	<b>\$54,805</b>
<b>Category (c) Implementation and Construction</b>													
Task 4 – Advertise, Bid, and Award													
Task 4a - Prepare final designs & specs	2	6	12			\$5,000			\$ 20,000		\$25,000		\$25,000
Task 4b - Complete bid docs & bid process	1	2	2		1	\$1,441			\$ 3,500		\$5,000		\$5,000
Task 5 – Monitoring Well and Equipment Installation													
Task 5a - Install Monitoring Well	12	20	40	20		\$22,636			\$ 137,300		\$160,000		\$160,000
Task 5b - Install Stream Gages	6	12	20	20		\$13,890			\$ 56,100		\$70,000		\$70,000
Task 5c - Review and Assemble Information and Deliverables	8	12	40	50	5	\$26,366					\$26,400		\$26,400
<b>Subtotal</b>	<b>29</b>	<b>52</b>	<b>114</b>	<b>90</b>	<b>6</b>	<b>\$69,333</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 216,900</b>	<b>\$0</b>	<b>\$286,400</b>	<b>\$0</b>	<b>\$286,400</b>
<b>Category (d) Monitoring and Assessment</b>													
Task 6 – Monitoring Network Field Screening													
Task 6a - Update Monitoring Networks	4	16		20	4	\$9,944					\$10,000		\$10,000
Task 6b - Survey or video logs	4	8	12	20		\$10,332			\$ 39,600		\$50,000		\$50,000
Task 6c - Tech Memos	8	16	16	30	24	\$20,102					\$20,200		\$20,200
Task 7 – Data Collection, Assessment, and DMS Updates													
Task 7a - Semi-annual groundwater data						\$0			\$ 1,000		\$1,000		
Task 7b - Field surveys re potential GDEs	1	2		4		\$1,651			\$ 48,800		\$50,500	\$11,797	\$39,703
Task 7c - Updates to DMS	2	8		16		\$5,938					\$6,000		\$6,000
Task 7d - Tech Memos						\$0					\$0		\$0
<b>Subtotal</b>	<b>19</b>	<b>50</b>	<b>28</b>	<b>90</b>	<b>28</b>	<b>\$47,967</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 89,400</b>	<b>\$0</b>	<b>\$137,700</b>	<b>\$11,797</b>	<b>\$125,903</b>
<b>Category (e) Engagement and Outreach</b>													
Engagement and Outreach													
Task e1 - Outreach and Engagement	4		12	24		\$9,240			\$5,000		\$14,300		\$14,300
Task e2 - Meetings and Workshops	8	12	16	14	11	\$13,922			\$5,000		\$19,000		\$19,000
<b>Subtotal</b>	<b>12</b>	<b>12</b>	<b>28</b>	<b>38</b>	<b>11</b>	<b>\$23,162</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 10,000</b>	<b>\$0</b>	<b>\$33,300</b>	<b>\$0</b>	<b>\$33,300</b>
<b>TOTAL:</b>	<b>72</b>	<b>132</b>	<b>202</b>	<b>244</b>	<b>45</b>	<b>\$161,942</b>	<b>\$0</b>	<b>\$0</b>	<b>350,740</b>	<b>\$0</b>	<b>\$513,400</b>	<b>\$12,992</b>	<b>\$500,408</b>

**Notes:**

- (1) Billed-to-date from Young Wooldridge, LLP included invoices that cover billing periods from 1 April 2024 to 30 June 2024.
- (2) Billed-to-date from Stetson Engineers, Inc included invoices that cover billing periods from 1 November 2022 to 30 June 2024.

**STETSON ENGINEERS**  
**SCOPE OF WORK AND ESTIMATED COST**  
**FOR CENTRAL MANAGEMENT AREA (CMA)**  
**GROUNDWATER SUSTAINABILITY PLAN (GSP)**  
**IMPLEMENTATION SUPPORT**  
**Fiscal Year 2024/2025**

This scope of work is to assist in implementing the Groundwater Sustainability Plan (GSP) for the Central Management Area (CMA) of the Santa Ynez River Valley Groundwater Basin. The CMA Groundwater Sustainability Agency (GSA) adopted the GSP on January 3, 2022, and the California Department of Water Resources (DWR) approved the GSP for the CMA on January 18, 2024. For Fiscal Year 2024/2025, Stetson Engineers proposes the following scope of work supporting general GSP duties and the GSP monitoring network and Data Management System (DMS). All work is on a time and material basis using the attached rate schedule (Attachment A).

Stetson Engineers is committed to the success of the GSP and is prepared to go above and beyond. In addition to the scope of work below, Stetson Engineers are also available to provide additional scopes of work as needed for the Annual Reports, GSP Update, and the various Projects and Management Actions described in the GSP, which Stetson Engineers developed as the primary author.

**SUBTASK 1 – GENERAL SUPPORT** **(\$2,000)**

This subtask involves miscellaneous work performed by Stetson in support of CMA requests that are not related to the 2022-2026 DWR grant. One of the subtasks involves new verification support. Stetson Engineers will provide CMA GSA staff and GSI support in assessing potential impacts from new well constructions in the CMA, as needed.

**SUBTASK 2 – SUPPORT FOR CMA GSA MONITORING** **(\$5,000)**

This subtask involves maintaining the local data management system (<https://sywater.info/>). Typical work for the DMS includes uploading the most recent water level data from various sources, including the Reclamation, County, and local water districts; uploading the latest water quality data from the SDWIS database; software updates; quality control of the back-up and security features of the DMS server; and annual maintenance fee for the server. As needed, this subtask also supports the GSA in implementing the proposed GSA monitoring elements in the GSP as requested by the GSA.



# ATTACHMENT A

## Standard Billing Rate Schedule

### Professional Fees

<b>Principal</b>	<b>\$249.00</b>	<b>Per Hour</b>
<b>Special Project Director</b>	<b>\$249.00</b>	<b>Per Hour</b>
<b>Project Manager, Senior</b>	<b>\$216.00</b>	<b>Per Hour</b>
<b>Supervisor I</b>	<b>\$216.00</b>	<b>Per Hour</b>
<b>Supervising Soil Scientist</b>	<b>\$201.00</b>	<b>Per Hour</b>
<b>Supervisor II</b>	<b>\$201.00</b>	<b>Per Hour</b>
<b>Supervisor III</b>	<b>\$195.00</b>	<b>Per Hour</b>
<b>Senior I</b>	<b>\$173.00</b>	<b>Per Hour</b>
<b>Senior II</b>	<b>\$156.00</b>	<b>Per Hour</b>
<b>Senior III</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Construction Manager</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Construction Manager / Oversight</b>	<b>\$124.00</b>	<b>Per Hour</b>
<b>Senior Construction Inspector</b>	<b>\$124.00</b>	<b>Per Hour</b>
<b>Senior Field Geologist</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Senior Associate</b>	<b>\$135.00</b>	<b>Per Hour</b>
<b>Associate I</b>	<b>\$129.00</b>	<b>Per Hour</b>
<b>Associate II</b>	<b>\$121.00</b>	<b>Per Hour</b>
<b>Associate III</b>	<b>\$116.00</b>	<b>Per Hour</b>
<b>Associate Soil Scientist</b>	<b>\$116.00</b>	<b>Per Hour</b>
<b>Senior Assistant</b>	<b>\$108.00</b>	<b>Per Hour</b>
<b>Assistant I</b>	<b>\$103.00</b>	<b>Per Hour</b>
<b>Assistant II</b>	<b>\$98.00</b>	<b>Per Hour</b>
<b>Assistant Soil Scientist</b>	<b>\$98.00</b>	<b>Per Hour</b>
<b>Assistant III</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>GIS Manager</b>	<b>\$129.00</b>	<b>Per Hour</b>
<b>GIS Specialist I</b>	<b>\$106.00</b>	<b>Per Hour</b>
<b>GIS Specialist II</b>	<b>\$96.00</b>	<b>Per Hour</b>
<b>Technical Illustrator</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>AutoCAD Technician</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>Soil Technician</b>	<b>\$81.00</b>	<b>Per Hour</b>
<b>Aide I</b>	<b>\$75.00</b>	<b>Per Hour</b>
<b>Aide II</b>	<b>\$65.00</b>	<b>Per Hour</b>
<b>Aide III</b>	<b>\$60.00</b>	<b>Per Hour</b>
<b>Project Coordinator I</b>	<b>\$141.00</b>	<b>Per Hour</b>
<b>Project Coordinator II</b>	<b>\$103.00</b>	<b>Per Hour</b>
<b>Project Coordinator III</b>	<b>\$93.00</b>	<b>Per Hour</b>
<b>Contract Management</b>	<b>\$108.00</b>	<b>Per Hour</b>
<b>Administrative I</b>	<b>\$75.00</b>	<b>Per Hour</b>
<b>Administrative II</b>	<b>\$70.00</b>	<b>Per Hour</b>
<b>Administrative III</b>	<b>\$65.00</b>	<b>Per Hour</b>

*Effective January 1, 2023*

## Direct Expense Rates

<b>Expense Description</b>	<b>Billing Rate</b>
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Survey Equipment	\$120.00 / Day

Notes:

- 1) \* Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e. telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.