NOTICE REGULAR MEETING OF THE BOARD OF DIRECTORS SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN WESTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

will be held on Wednesday, May 22, 2024, at 10:00 a.m.

at Vandenberg Village Community Services District, Meeting Room, 3745 Constellation Rd, Lompoc, 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 833 0971 2970 Meeting Passcode: 038722

*** Please Note ***

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

AGENDA OF REGULAR MEETING

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance
- 3. 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.)
- 4. Review and consider approval of the Minutes of the Special Meeting of April 24, 2024
- 5. Review and consider approval of quarterly Financial Reports and Warrant List with invoices
- 6. Receive update on spring water levels and hydrogeologic conditions in the WMA
- 7. Review and consider requests for WMA GSA Written Verifications under Executive Order N-7-22 revised under Executive Order N-5-23 in the WMA for the following parcels:
 - a. APN 099-100-041 1906 Gypsy Canyon Rd. Lompoc (Joanna Garrick)
- 8. Receive update and consider taking action on the following WMA GSA items:
 - a. Discuss archive and retention of WMA GSA Board Meeting recordings
 - b. Consider approval of Resolution No. WMA-2024-02 to Approve and Adopt a Conflict-of-Interest Code
 - c. Discuss the potential addition of an Agricultural Representative
 - d. Discuss WMA GSA meeting schedule
- 9. Receive updates and consider taking action on the following WMA GSA services contracts
 - a. Administrative services contract with SYRWCD
 - b. Rate study contract with Raftelis including Scope of Work
 - c. Other
- 10. Basin-wide Joint-GSAs meeting Friday, June 7, 2024, 10 AM, Buellton City Council Chambers
- 11. Next Regular WMA GSA Board meeting is scheduled for Wednesday, August 28, 2024, at VVCSD
- 12. WMA GSA Board member reports and requests for future agenda items
- 13. Adjournment

[This agenda was posted 72 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 Western Management Area Groundwater Sustainability Agency April 24, 2024

A special meeting of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (WMA GSA) was held on Wednesday, April 24, 2024, at 10:00 a.m. at the Vandenberg Village Community Services District, Meeting Room, 3745 Constellation Road, Lompoc, California. As was property noticed on the revised agenda, WMA GSA Director Steve Jordan participated via teleconference from 46250 East El Dorado, Indian Wells, California. No members of the public joined Director Jordan at that location.

Directors Present (In Person): Jeremy Ball and Chris Brooks

Directors Present (Teleconference): Steve Jordan

Directors Present (Absent): Myron Heavin

Alternate Directors Present (In Person): Brad Hagemann (Acting), Ron Stassi and Kristin Worthley

Others Present (In Person): Cynthia Allen, Bill Buelow, Paeter Garcia, Mike Garner, Legal Counsel Isaac St. Lawrence, Brad Wilkie, and Charlie Witt

Others Present (Teleconference): Andrew Calderwood, Doug Circle, Vanessa De Anda (EKI), Ken Domako, Dan Drugan, John Fio (EKI), Curtis Lawler (Stetson Engineers), Steve Torigiani, Scarlett Tovar (DWR), and Matt Young

1. Call to Order and Roll Call

WMA GSA Chair Ball called the meeting to order at 10:03 a.m. Mr. Buelow called roll. Three Directors and one Acting Alternate Director were present providing a quorum. Two additional Alternate Directors were present.

2. Pledge of Allegiance

The Pledge of Allegiance was led by GSA Chair Ball.

3. Additions or Deletions to the Agenda

There were no additions or deletions to the agenda.

4. Public Comment

Chair Ball read a statement to the members of the Board in which he proposed adding recordings of the board meetings on the GSA website to enhance transparency, trust, and increase public access; questioned if current organizational chart is the best for JPA encouraged exploring other options instead of settling into comfortable patterns.

5. Review and consider approval of the Minutes of the Regular Meeting of February 28, 2024

The minutes of the WMA GSA Board meeting of February 28, 2024, were presented for Board consideration. Discussion followed. Chair Ball had questions regarding the accuracy of the minutes as to Agenda Items 11(b)-(c); 12(b); 13; 14; and 17. After discussion, Director Brooks made a MOTION to approve the minutes of the WMA GSA Committee meeting of February 28, 2024, as presented. Director Jordan seconded the motion. There was no discussion or public comment. The motion passed by the following weighted roll call vote:

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AYES = 5: Brooks (Vandenberg Village CSD – 1) & Jordan (SYRWCD – 4)

NO = 2: Ball (City of Lompoc – 2)

VOTE NOT STATED = 1: Hagemann (Mission Hills CSD – 1)
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6. Receive Presentation on Draft WMA By-laws, Organization Chart, job descriptions, roles and responsibilities and discuss staff positions and funding

Legal Counsel Mr. Isaac St. Lawrence presented the draft Organizational Chart, explaining job descriptions, roles and responsibilities. He advised that the JPA document is the governing document for the WMA GSA and the WMA GSA is also limited by the GSA purpose. Mr. St. Lawrence further stated that the Organization Chart could be amended if desired by the Board. Discussion followed. Public comments were received. Chair Ball requested dotted lines to signify communication between consultants/legal counsel and the Plan Manager and return updated Organization Chart to Board for consideration. Staff will revise the Organization Chart and bring it back to the Board for final approval.

Chair Ball requested additional time be given to review the Board packets and suggested that regular meetings between the Plan Manager and staff of the Member Agencies be held so Directors stay informed.

7. Receive Update on the following SGM Implementation Grant items

a. Receive updates on Component Projects, schedule, and funding requirements.

Mr. Buelow and Mr. John Fio, EKI, provided a presentation regarding SGM Implementation Grant component projects, preliminary project management schedule, and funding requirements.

Discussion followed. There was no public comment and no action was taken.

b. Update on SYRWCD Sub-grant agreement and discuss GSA coordination.

Mr. Buelow reported that a draft sub-grant agreement was distributed to the CMA, EMA, and WMA member agencies staff for review and SYRWCD received comments back. The three GSAs member agencies staff will meet to discuss revisions and then a final version will be presented to the governing bodies of the three GSAs for consideration. Steve Torigiani, legal counsel for SYRWCD, emphasized the need to approve a sub-grant agreement to establish a written agreement of how the SYRWCD is to allocate the grant reimbursements to the GSAs

since the SYRWCD is the grantee for the grant. Discussion followed. Public comment was received.

Consensus from the Board was to direct WMA GSA member agencies staff to meet with the member agencies staff from the other two GSAs in the basin to discuss the draft sub-grant agreement and implementation of the components of the grant. Director Jordan suggested that each GSA create Ad-Hoc committees that would attend basin wide meetings on behalf of the GSA governing bodies. No action was taken.

c. Review draft 6-month GSA Budget for WMA

Mr. Buelow provided a draft six-month budget for the WMA GSA which is part of the overall five-year budget that is being developed. Discussion followed. Public comment was received.

Director Ball requested a more detailed budget. After discussion, the Board directed JPA member agencies staff to work together to develop a more detailed budget to bring back to the Board for consideration.

d. Discuss member agency cost-share agreement and agency loan share contribution status.

Mr. Buelow reported that he recently requested contributions from the WMA GSA member agencies. The SYRWCD and Vandenberg Village CSD have both provided their portions of the total loan share contributions for this fiscal year. Discussion followed. There was no public comment.

8. Consider authorizing Component Projects 2-8 and consider contract with EKI for Component Management

Mr. Buelow suggested that based on the comments received during this meeting this item be tabled until a sub-grant agreement is in place, agreement is received from the other two GSAs, and the intent of each GSAs to hire a component manager to help run the grant projects is known except for authorizing Component Project 3, a rate study.

Director Chris Brooks made a <u>MOTION</u> to authorize Component Project 3 to start the rate study. Discussion followed. The motion failed for lack of a second.

9. Receive update on WMA services contracts

After discussion, the Board directed staff to bring the contract for the Rate Consultant back to the Board for reconsideration and requested the contract amount be clarified with a not-to-exceed amount and include a scope of work.

10. Receive update on WMA GSA Insurance and consider options

Mr. Buelow presented member agency staff memo with options for insurance coverage for the WMA GSA JPA and the recommendation from Ms. Thompson who did all the insurance research to move forward with securing insurance from Golden State Risk Management Authority. Discussion followed. There was no public comment.

Director Ball made a <u>MOTION</u> to authorize the Plan Manager to execute an agreement to secure insurance coverage for the WMA GSA through Golden State Risk Management Authority, effective as soon as possible. Director Chris Brooks seconded the motion. There was no public comment. The motion passed by the following weighted roll call vote:

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AYES = 7: Ball (City of Lompoc – 2), Brooks (Vandenberg Village CSD – 1), & Jordan (SYRWCD – 4)

NO = 0

VOTE NOT STATED = 1: Hagemann (Mission Hills CSD – 1)
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11. Discuss Basin-wide Joint-GSA meeting

- a. Budget Allocations
- b. Discuss basin-wide projects.
- c. Discuss one SGMA annual report for the SY Basin

These items were tabled for the next meeting.

12. Receive update on the following WMA GSA Joint Powers Agreement items:

- a. Discuss WMA Plan Manager and other WMA GSA staff and consider administrative services contract
- b. Consider adoption of the Conflict-of-Interest Code
- c. Receive update on required Conflict-of-Interest Code Form 700 Filings
- d. Discuss the addition of an Agricultural Representative

These items were tabled for the next meeting.

Chair Ball adjourned the meeting at 12:33 p.m.

13. Next Regular WMA GSA Board Meeting is scheduled for Wednesday, May 22, 2024

The next scheduled WMA GSA Board Regular meeting will be held on Wednesday, May 22, 2024, at 10:00 a.m. at the Vandenberg Village Community Services District, Meeting Room, 3745 Constellation Rd., Lompoc, California.

14. WMA GSA Board member reports and requests for future agenda items

There were no reports or requests.

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Jeremy Ball, Chair	Amber Thompson, Secretary

WMA GSA Balance Sheet As of March 31, 2024

	Mar 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1150 · Five Star Bank Checking #5978	47,041.07
Total Checking/Savings	47,041.07
Total Current Assets	47,041.07
TOTAL ASSETS	47,041.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2300 · Deposits - Well Verification	1,200.00
2501 · Loan from SYRWCD	25,000.00
2505 · Loan from VVCSD	40,000.00
Total Other Current Liabilities	66,200.00
Total Current Liabilities	66,200.00
Total Liabilities	66,200.00
Equity	
3000 · Retained Earnings	27,450.40
32000 · Unrestricted Net Assets	-15,397.24
Net Income	-31,212.09
Total Equity	-19,158.93
TOTAL LIABILITIES & EQUITY	47,041.07

WMA GSA Profit & Loss YTD Comparison January through March 2024

	Jan - Mar 24	Jul '23 - Mar 24
Income		
4600 · Interest Income	2.98	9.08
Total Income	2.98	9.08
Expense		
5330 · Outside Staff Support	300.00	900.00
5350 · Public Relations	54.83	126.83
5365 · Dues, Memberships	375.84	375.84
5800 · Legal Services	1,341.40	1,341.40
6400 · Annual Report	20,350.50	20,488.50
6500 · GSP Implementation	3,756.10	7,988.60
Total Expense	26,178.67	31,221.17
Net Income	-26,175.69	-31,212.09

WMA GSA Transaction Detail by Account January through March 2024

	Туре	Date	Num	Name	Memo	Clr	Split	Payments	Deposits Received	Amount	Balance
2300 · Deposits - Well Verification							Beginning Balance				892.50
	Bill	01/10/2024	02041.001-8	GSI	Campbell-Acin		2000 · Accounts Payable	-277.50		-277.50	615.00
	Bill	01/10/2024	02041.001-8	GSI	Campbell-Ostini		2000 · Accounts Payable	-277.50		-277.50	337.50
	General Journal	03/11/2024	Well Deposit		Well verification Petit		1150 · Five Star Bank Checking #5978		1,200.00	1,200.00	1,537.50
	Bill	03/12/2024	Refund	A&A Pump & Well Service	Campbell & Acin		2000 · Accounts Payable	-250.00		-250.00	1,287.50
	Bill	03/12/2024	Refund	A&A Pump & Well Service	Campbell & Ostini		2000 · Accounts Payable	-87.50		-87.50	1,200.00
Total 2300 · Deposits - Well Verification								-892.50	1,200.00	307.50	1,200.00
TOTAL								-892.50	1,200.00	307.50	1,200.00

SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN WESTERN MANAGEMENT AREA (WMA) GROUNDWATER SUSTAINABILTY AGENCY

		JANUARY 2024 W	ARRANT LIST FOR COMMITTEE APPROVAL	
NUMBER	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	AMOUNT
1024	01/10/24	Stetson Engineers	November 2023 Engineering Service (GSP Implementation Work)	\$ 1,556.80
1025	01/10/24	GSI Water Solutions	December 2023 Well Verification Review (paid by Well Owner Deposits)	\$ 555.00
			MONTH TOTAL	\$ 2,111.80
		FEBRUARY 2024 V	VARRANT LIST FOR COMMITTEE APPROVAL	
NUMBER	DATE	<u>PAYEE</u>	<u>DESCRIPTION</u>	AMOUNT
1026	02/13/24	ACWA (Association of California Water Agencies)	2024 Annual Agency Dues (prorated February) plus 50% discount	\$ 375.84
1027	02/13/24	Inklings Printing Co.	SGM Implementation Grant Ceremony check (split 1/3 ea GSA)	\$ 54.83
			MONTH TOTAL	\$ 430.67
		MARCH 2024 WA	ARRANT LIST FOR COMMITTEE APPROVAL	
<u>NUMBER</u>	DATE	<u>PAYEE</u>	<u>DESCRIPTION</u>	AMOUNT
1028	03/12/24	A&A Pump & Well Service	Refund Unexpended Deposit - Well Verification Review Campbell-Acin (APN 083-070-016)	\$ 250.00
1029	03/12/24	Stetson Engineers	December 2023 Engineering Service (Annual Report & GSP Implementation Work)	\$ 6,561.05
1030	03/12/24	Santa Ynez River Water Conservation District	Reimburse costs for February Legal Services provided by Young Wooldridge LLP for JPA required filings and Conflict- of-Interest Code paid by SYRWCD	\$ 1,341.40
1031	03/12/24	Valley Bookkeeping	2024 1st Quarter Bookkeeping (January, February, March 2024)	\$ 300.00
1032	03/12/24	A&A Pump & Well Service	Refund Unexpended Deposit - Well Verification Review Campbell-Ostini (APN 099-150-065)	\$ 87.50
1033	03/12/24	Stetson Engineers	January 2024 Engineering Service (Annual Report & GSP Implementation Work)	\$ 15,988.75
			MONTH TOTAL	\$ 24,528.70

TOTAL CHECKS THIS QUARTER: \$ 27,071.17



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Invoice

Santa Ynez River Water Cons. Dist. Kevin Walsh, General Manager P.O. Box 719 Santa Ynez, CA 93460

Invoice Number: 2875-011

Invoice Date: 01/04/24

Project #: 2875 **WMA**

Professional Services through 11/30/2023

WMA Annual Reports 2022	Task Budget	Prior Billing	Current Fee	Budget Remaining
02 - Task 2: WMA GSP Implementation Support	\$17,354.00	\$8,462.70	\$1,556.80	\$7,334.50
WMA Annual Reports 2022 Totals:	\$17,354.00	\$8,462.70	\$1,556.80	\$7,334.50
WMA Annual Reports 2023	Task Budget	Prior Billing	Current Fee	Budget Remaining
01 - Task 1: WMA Annual Report WY 2023-2024	\$41,046.00	\$0.00	\$0.00	\$41,046.00
02 - Task 2: WMA GSP Implementation Support	\$7,633.00	\$0.00	\$0.00	\$7,633.00
WMA Annual Reports 2023 Totals:	\$48,679.00	\$0.00	\$0.00	\$48,679.00

WMA Annual Reports 2022

0	<u>2 -</u>	Task	2:	WMA	GSP	Imp	lement	<u>tation</u>	Support

Professional Services	Bill Hours Bi	ill Rate	Charge
Supervisor II			
Curtis Lawler	3.50 \$1	197.00	\$689.50
Senior III			
Miles McCammon	6.00 \$1	138.00	\$828.00
	Professional Services Sul	btotal:	\$1,517.50
Reimbursables			<u>Charge</u>
Mileage		_	\$39.30
	Reimbursables Sul	\$39.30	
	Task 2: WMA GSP Implementation Support Sul	total:	\$1,556.80

WMA Annual Reports 2022 Subtotal: \$1,556.80

> *** Invoice Total *** \$1,556.80



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DAILY DESCRIPTION

Santa Ynez River Water Cons. Dist. Kevin Walsh, General Manager P.O. Box 719 Santa Ynez, CA 93460 Invoice Number: 2875-011

Invoice Date: 01/04/24

Project #: 2875 WMA

Manager: Ali Shahroody

Professional Services through 11/30/2023

WMA Annual Reports 2022

02 - Task 2: WMA GSP Implementation Support

Professional Services

Supervisor II - Curtis Lawler

Date	<u>Hours</u>	<u>Description of Work</u>
11/15/2023	3.50	$\label{eq:prepare} Prepare \ and \ participate \ in \ meeting \ with \ DWR \ and \ SWRCB \ in \ Sacramento \ to \ discuss \ underflow.$
	3.50	Total Hours

Senior III - Miles McCammon

Date	Hours	Description of Work
11/01/2023	0.25	Ongoing support. Updating database to include USBR data for September.
11/03/2023	0.25	Reviewing and ensuring that both the depth to groundwater and groundwater elevation axis are correctly operating.
11/06/2023	0.50	Implementation work. Reviewing County of Santa Barbara collected Fall 2023 groundwater levels and posting them to the DMS.
		Time also included emails and followup.
11/08/2023	0.50	Planning items about implementation of the WMA GDP.
11/10/2023	0.50	Updating SYWATER to include new features developed as part of another project.
11/17/2023	1.00	Implementing a water quality page to display data from the Santa Ynez database. This is based in part on the new features developed
		as part of another project. Other work included debugging the multi-plot ("holistic") graphs.
11/19/2023	0.25	Updating the new water quality page to display water quality data on SYWATER.
11/21/2023	0.75	Tracking down the problem with the SYWATER water quality analytes not displaying correctly.
11/22/2023	0.25	Work adding the new public water system source identifications to wells for Santa Ynez. This will be used for accessing newer SDWIS reported water quality data.
11/27/2023	1.00	Work on the DMS. Fix broken logo items on the map legend. Background improvements on the well information pages.
11/29/2023	0.75	Work on implementing the tool to download water quality data from the SDWIS website.
	6.00	Total Hours

Reimbursables

<u>Description</u>	<u>Date</u>	<u>Units</u>	Unit Rate	Charge	Notes
Mileage	11/15/2023	60.00	\$0.66	\$39.30	
	Task 2: WMA GSP Implemen	\$39.30			



650 NE Holladay St., Suite 900 Portland, OR 97232 P: 503.239.8799 accounting@gsiws.com www.gsiws.com

Bill Buelow January 10, 2024

Santa Ynez River Valley GSA Parties Invoice No: 02041.001 - 8

PO Box 719

Santa Ynez, CA 93460

Santa Ynez River Valley WMA GSA Parties: Review of New and Project 02041.001

Replacement Well Applications

Activities this billing period included finalization of review of well permit applications for APN 083-070-016 Campbell-Acin and APN 099-150-065 Campbell-Ostini.

Professional Services from December 01, 2023 to December 31, 2023

Total Labor

		
Task	.006	APN 083-070-016 Campbell-Acin
Labor		

	Hours	Rate	Amount	
Supervising Hydrogeologist				
Nicely, Timothy	1.00	250.00	250.00	
Administration				
Mackey, Emily	.25	110.00	27.50	
Totals	1.25		277.50	
Total Labor				277.50

Total this Task \$277.50

APN 099-150-065 Campbell-Ostini Task .007 Labor Hours Rate **Amount** Supervising Hydrogeologist Nicely, Timothy 1.00 250.00 250.00 Administration Mackey, Emily .25 110.00 27.50 Totals 1.25 277.50

> **Total this Task** \$277.50

277.50

Total this Invoice \$555.00

Client: Santa Ynez River Valley EMA GSA Parties

Project Name: SYRV WMA: 2022 Well Permit Review

GSI Project Number: 2041.001

Description	Original Budget	A	Total uthorized Budget	Dec-23	Bill	led to Date	Budget maining
Task .001 - APN 093-020-012 Jordan-Cramer	\$ 1,200.00	\$	1,200.00		\$	1,200.00	\$ -
Task .002 - APN 093-070-058 Launchpad Lands	\$ 1,200.00	\$	1,200.00		\$	1,200.00	\$ -
Task .003 - APN 097-371-074 The V Hotel	\$ 1,200.00	\$	1,200.00		\$	1,200.00	\$ -
Task .004 - APN 099-200-085 Rita's Crown	\$ 1,200.00	\$	1,200.00		\$	1,200.00	\$ -
Task .005 - APN 099-100-045 Willets	\$ 1,200.00	\$	1,200.00		\$	1,200.00	\$ -
Task .006 - APN 083-070-016 Campbell-Acin	\$ 1,200.00	\$	1,200.00	\$ 277.50	\$	950.00	\$ 250.00
Task .007 - APN 099-150-065 Campbell-Ostini	\$ 1,200.00	\$	1,200.00	\$ 277.50	\$	1,112.50	\$ 87.50
					\$	_	
Totals	\$ 8,400.00	\$	8,400.00	\$ 555.00	\$	8,062.50	\$ 337.50
Task .999 Out of Scope Fees					\$	-	
Invoice Total				\$ 555.00	\$	8,062.50	



5365 Dues, Memberships Water \$375.84 code to February 2024 Together Period 8

Bringing

Vendor: Association of California Water Agencies (if that is too long, then ACWA)

mailing address:

980 9th St., Suite 1000 Sacramento, CA 958/4

Santa Ynez River Valley Groundwater **Basin Western Management Area GSA** Date: January 18, 2024

2024 Annual Agency Dues Prorated - February Step-Up Discount (50%)

Total Amount Due

\$820.00

\$751.67

(\$375.83)

\$375.84

******MEMBERSHIP DUES QUOTE******MEMBERSHIP DUES QUOTE*

DUES QUOTE*****

AKA Invoice

**MEMBERSHIP

when due by PASAP after approval

WM

#5350 Public Relations \$5483 code te Feb 2024 (per 8)

update vendor

1693 Mission Drive, Suite @-101 Solvang CA 93463

Inklings Printing Co. Thew Address

Invoice 88813

01/23/24

Amber Thompson Santa Ynez River Water Cons. Dist. P.o. Box 719 Santa Ynez CA 93460

Ship To:

< Same as Bill To >

Pickup

Acct.No	Ordered By	Phone					
177	Amber Thompson		Fax		P.O. No	Prepared By	Sales Re
Quantity	7 MIDEL THOMPSON	693-1156 x405	c245-5743	3		Anna	
		Descripti				Unit Price	Price
	We appreciate the opportur	nity to be of service to yo	u!			- Inc	FIICE
1	60 X 30 Large Check					151.2500/Ea	151.2
	(164.48:3=54.8) CMA pay & EWA pay & WMA pay &	54.82 54.83 54.83 164.48					
	Received:	Date:					
Tern	ns Subtotal	Shipping	Postage	T			
let 10th o	f Month 151.25	0.00	0.00	Tax	Total	Paid B	alance
				13.23			

APN: 083-070-016

Permit: EH-ALUA-23-000146

GSA: WMA GSA

TECHNICAL STATUS:

11/29/2023 verification letter issued

Deposit Received for GSA Written Well Verification

Proj. Coorinator:

Mailing:

Well Owner: Owner Mailing:

Campbell-Acin

1501 North L Street, Lompoc, CA 93436

Bob Campbell

Total Received: \$ **Total Debits:**

Date Balance Returned: Amount Returned:

12/14/2023 10/2/2023

Date

Payee/Description

Notes

Charge (-) Debit

Payment (+) Credit

Balance

1,200.00

1,200.00 527.50 250.00

10-Jan

GSI Water Solutions A&A Pump Chk #1525 GSI Water Solutions

p/o Chk#1021(inv 02041 p/o Chk#1025(inv 02041

672.50 277.50

Refunckapproved 250.00

Payable to Freuton CA 93427 AAA Pump+ Well Service Memo: 083-070-016 Campbell+ 123 Industrial way Note: Refund Unexpended Deposit Amount \$ 250-

Code; Debot #2300 Deposits well verif March 2024

WMA GSA Committee Meeting - May

Staff Initials



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Invoice

Santa Ynez River Water Cons. Dist. Kevin Walsh, General Manager P.O. Box 719 Santa Ynez, CA 93460

Invoice Number: Invoice Date:

2875-23-001

01/30/24

Project #: 2875 WMA

Professional Services through 12/31/2023

VMA Annual Reports 2023	Task Budget	Prior Billing	Current Fee	Budget Remaining
1 - Task 1: WMA Annual Report WY 2023-2024	\$41,046.00	\$0.00	\$5,159.00	\$35,887.00
2 - Task 2: WMA GSP Implementation Support	\$7,633.00	\$0.00	\$1,402.05	\$6,230.95
VMA Annual Reports 2023 Totals:	\$48,679.00	\$0.00	\$6,561.05	\$42,117.95
VMA Annual Reports 2023				
01 - Task 1: WMA Annual Report WY 2023-2024				
Professional Services	Bill Hours	Bill Rate	Charge	
Supervisor II				
Curtis Lawler	9.25	\$201.00	\$1,859.25	
Senior III				
Miles McCammon	17.00	\$141.00	\$2,397.00	
GIS Manager				
Noah Wasserman	0.50	\$129.00	\$64.50	
GIS Specialist I				
Scott Lowrie	7.25	\$106.00	\$768.50	
Technical Illustrator				
John Gowan	0.75	\$93.00	\$69.75	
	Professional Ser	vices Subtotal:	\$5,159.00	
Task 1: WMA A	nnual Report WY 2023-	2024 Subtotal:	\$5,159.00	
02 - Task 2: WMA GSP Implementation Support				
Professional Services	Bill Hours	Bill Rate	Charge	
Supervisor II				
Curtis Lawler	4.50	\$201.00	\$904.50	
Senior III				
Miles McCammon	3.25	\$141.00	\$458.25	
	Professional Ser	vices Subtotal:	\$1,362.75	
Reimbursables	v		Charge	
Mileage			\$39.30	
	Reimburs	ables Subtotal:	\$39.30	
Task 2: WMA (GSP Implementation Sup	pport Subtotal:	\$1,402.05	

*** Invoice Total *** \$6,561.05



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Invoice Number:

Invoice Date:

2875-23-001

01/30/24

DAILY DESCRIPTION

Santa Ynez River Water Cons. Dist. Kevin Walsh, General Manager P.O. Box 719 Santa Ynez, CA 93460

Project #: 2875 WMA

Manager: Ali Shahroody

Professional Services through 12/31/2023

WMA Annual Reports 2023

01 - Task 1: WMA Annual Report WY 2023-2024

Professional Services

Supervisor II - Curtis Lawler

Date	Hours	Description of Work
12/04/2023	0.75	Set up new project for 2023 annual report and plan schedule.
12/08/2023	0.50	Plan data requests for 2023 annual report.
12/12/2023	0.50	Review progress and graphs for 2023 annual report.
12/26/2023	1.00	Edit action plan to complete 2023 Annual Report.
12/27/2023	3.50	Prepare 2023 annual report. Request data inputs.
12/28/2023	3.00	Review and prepare for text, tables, figures, and edits for 2023 annual report.
-	9.25	Total Hours

Senior III - Miles McCammon

<u>Date</u>	Hours	Description of Work
12/04/2023	2.25	Work on the WY2023 Annual Report. Items include work on updating Precipitation Data, water year type, emailing CCWA, basic
		document edits, and request for update to committee member list.
12/05/2023	3.25	Work on the WY2023 Annual Report. Items include work on update to committee member list, editing at the text.
12/08/2023	1.75	Work on the WY2023 Annual Report. Edits to document. Items include work on land subsidence, and stetting up GIS request, and items for cover discussion.
12/11/2023	1.50	Work on updating the water levels. Work on fetching water quality data from the SDWIS (Water board).
12/12/2023	2.75	Work on the Water Year 2023 Annual Report. Time including work on the seawater and water quality items, including pulling down
		USGS water quality data, and followup with the County of Santa Barbara. General editing and updating of the project subs-tasks.
		Updating the water import tables, figures, and text. Status check in meeting with Curtis.
12/13/2023	0.50	Work on the Water Year 2023 SGMA Annual Report. Initial review of the cannabis permit data from the County of Santa Barbara.
		Receiving and updating interim cover for the Annual Report.
12/14/2023	0.25	Updating USBR groundwater levels .
12/15/2023	0.50	Work on the WY2023 Annual Report including addressing issues related the location of cannabis cultivation.
12/18/2023	0.50	Work on the WY2023 SGMA Annual report. Items related to the marijuana cultivation extents.
12/27/2023	0.75	Work on the WY2023 SGMA Annual report. Meeting and planing discussion items with Curtis. Updating land subsidence items including working with GIS (Scott).
12/28/2023	1.25	Work on the WY2023 SGMA Annual report. Updating text related to the marijuana cultivation extents. Updating land subsidence items including working with GIS (Scott).
12/29/2023	1.75	Work on the WY2023 SGMA Annual report. Updating text and tables related to the marijuana cultivation extents. Meeting with
12/27/2023	1.75	Curtis and updates about the status. Updating land subsidence status, including working with GIS (Scott).
_		cards and aparest access the section of parents and successful sections with the control (Section).

GIS Manager - Noah Wasserman

17.00 Total Hours

Date	Hours	Description of Work
12/13/2023	0.50	Santa Barbara Cannabis Permit database research for MM.
•	0.50	Total Hours

GIS Specialist I - Scott Lowrie

<u>Date</u>	Hours	Description of Work
12/08/2023	0.25	Email from Miles, starting map updates.
12/11/2023	0.50	Call with Miles, InSar Data.



Project #: 2875

Invoice No: 2875-23-001

January 30, 2024

Page 2

01 - Task 1: WMA Annual Report WY 2023-2024

Professional Services

GIS Specialist I - Scott Lowrie

Date	Hours	Description of Work
Date	Hours	Description of Work
12/12/2023	0.50	InSar Data and other maps.
12/15/2023	0.50	InSar Data and other maps.
12/19/2023	1.00	GIS
12/27/2023	1.00	Land Subsidence map updates.
		Call with Miles.
12/28/2023	2.00	Land Subsidence map updates.
12/29/2023	1.50	Land Subsidence map updates.
•	7.25	Total Hours

Technical Illustrator - John Gowan

Date	Hours	Description of Work
12/12/2023	0.75	Make edits to cover.
•	0.75	Total Hours

02 - Task 2: WMA GSP Implementation Support

Professional Services

Supervisor II - Curtis Lawler

	4.50	Total Hours
12/15/2023	3.50	Prepare and participate in meeting with DWR on underflow in Sacramento.
12/13/2023	0.50	Review edits for WMA Santa Rita new well approval letter.
12/12/2023	0.50	Prepare and participate in call on stream gages implementation next steps.
Date	Hours	Description of Work

Senior III - Miles McCammon

Date	Hours	Description of Work
12/02/2023	0.25	Update DMS items, review and update of general ("mixed data") plotting tool. Bring over improvements made for other projects.
12/06/2023	0.25	Filing requests with SonicWall, Nord VPN, Hostwinds, and other organizations to check the Geo-location of the SYWATER server.
		Sever is located in Seattle, Washington, but is incorrectly located in China according to some online databases. This is an intermittent
		problem for some "Geo-Fencing" programs.
12/11/2023	0.50	Updating display of water quality data including SDWIS data on the SYWATER DMS.
12/20/2023	0.25	Working on server issues with the state water bard SDWIS website connection.
12/21/2023	1.25	Updating the DMS. Items including linking to forecast data. Work on enabling location results when looking up a well for the holistic
		graph interface.
12/28/2023	0.75	Work on the data management system (DMS). Work on enabling location results when looking up a well for the holistic graph
		interface. Items included enabling the surface water location items.
	3.25	Total Hours

Reimbursables

<u>Description</u>	Date	Units	Unit Rate	<u>Charge</u>	Notes
Mileage	12/15/2023	60.00	\$0.66	\$39.30	
	Task 2: WMA GSP Implemen	itation Suppo	rt Sub-Total:	\$39.30	

INVOICE #1021

Santa Ynez River Water Conservation District

P.O. Box 719 Santa Ynez, CA 93460 805-693-1156 APPROVED 1

DATE: 05/22/2023

BILL TO

WMA GSA

Santa Ynez River Valley Groundwater Basin Western Management Area Crown I. <u>FOR</u>

Expense paid on behalf of WMA GSA

Western Management Area Groundwater Sustainabilty Agency

Details

	AMOUNT
egal Services provided by Young Wooldridge, LLP (February 2024)	
minding of charges plus copies of invoices as booking and the	No. of the Control of
Invoice # 109485 (See attached)	
SYRWCD Paid March 2024	\$162.50
Invoice # 109487 (See attached)	
SYRWCD Paid March 2024	\$1,131.25
Invoice # 109489 (See attached)	
SYRWCD Paid March 2024	\$47.65

TOTAL \$1,341.40 #5800 Legal Services

Make all checks payable to Santa Ynez River Water Conservation District

If you have any questions concerning this invoice, use the following contact information:

Amber Thompson, District Administrator, 805-693-1156 ext. 405, athompson@syrwcd.com

March 2024

TO: CMA EMA WMA



Bookkeeping Services for Q1 2024

\$300.00

Thank you,

Cathy Mehl

Valley Bookkeeping Services

PO Box 891

Santa Ynez, CA 93460

Deposit Received for GSA Written Well Verification 12/14/2023 1/10/2024 10/2/2023 Proj. Coorinator: Date Owner Mailing: Date Balance Returned: Well Owner: Mailing: Amount Returned: APN: A&A Pump Chk #1524
GSI Water Solutions
GSI Water Solutions Total Received: \$ **Total Debits:** Payee/Description 1501 North L Street, Lompoc, CA 93436 Campbell-Ostini 099-150-065 1,112.50 1,200.00 Bob Campbell p/o Chk#1025(Inv 02041 p/o Chk#1021(Inv 02041 Permit: EH-LUA-23-000135 Notes Current Deposit Balance: \$ Charge (-) 835.00 277.50 Payment (+) 1,200.00 87.50 GSA: WMA GSA Balance 1,200.00 365.00 87.50 APPROVED. As A Pump whell Service 123 Industrial Way
Buellton, A 93427 Note: Refund Unexpended Deposit Memo: 099-150-065 Campbella Amount: 87,50 Payable to TECHNICAL STATUS: 12/20/2023 verification letter issued Notes

Code: Debit 2300 (Deposit-well verification)

March 2024

May **WMA GSA Committee Meeting**

Staff Initials

22, 2024 Page 22



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Invoice

Santa Ynez River Water Cons. Dist. Kevin Walsh, General Manager P.O. Box 719 Invoice Number:
Invoice Date:

2875-23-002

02/22/24

Santa Ynez, CA 93460

Project #: 2875 WMA

Professional Services through 1/31/2024

WMA Annual Reports 2023	Task Budget	Prior Billing	Current Fee	Budget Remaining
01 - Task 1: WMA Annual Report WY 2023-2024	\$41,046.00	\$5,159.00	\$15,191.50	\$20,695.50
02 - Task 2: WMA GSP Implementation Support	\$7,633.00	\$1,402.05	\$797.25	\$5,433.70
WMA Annual Reports 2023 Totals:	\$48,679.00	\$6,561.05	\$15,988.75	\$26,129.20
WMA Annual Reports 2023				
01 - Task 1: WMA Annual Report WY 2023-202	<u>4</u>			
Professional Services	Bill Hours	Bill Rate	Charge	
Principal				
Allan Richards	0.25	\$249.00	\$62.25	
Supervisor II				
Curtis Lawler	39.00	\$201.00	\$7,839.00	
Senior III				
Miles McCammon	43.00	\$141.00	\$6,063.00	
GIS Manager				
Noah Wasserman	2.50	\$129.00	\$322.50	
GIS Specialist I				
Scott Lowrie	7.00	\$106.00	\$742.00	
Assistant III				
Cecelia Cambri	1.75	\$93.00	\$162.75	
	Professional Sei	rvices Subtotal:	\$15,191.50	
T	ask 1: WMA Annual Report WY 2023-	-2024 Subtotal:	\$15,191.50	
02 - Task 2: WMA GSP Implementation Suppor	•			
Professional Services	Bill Hours	Bill Rate	Charge	
Principal				
Allan Richards	0.25	\$249.00	\$62.25	
Supervisor II				
Curtis Lawler	0.50	\$201.00	\$100.50	
Senior III				
Miles McCammon	4.50	\$141.00	\$634.50	
	Professional Ser	rvices Subtotal:	\$797.25	
	Task 2: WMA GSP Implementation Su	pport Subtotal:	\$797.25	
		_		

*** Invoice Total *** \$15,988.75

WMA Annual Reports 2023 Subtotal:

\$15,988.75



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Invoice Number:

Invoice Date:

2875-23-002

02/22/24

DAILY DESCRIPTION

Santa Ynez River Water Cons. Dist. Kevin Walsh, General Manager P.O. Box 719 Santa Ynez, CA 93460

2875 WMA

Manager: Ali Shahroody

Project #:

Professional Services through 1/31/2024

WMA Annual Reports 2023

01 - Task 1: WMA Annual Report WY 2023-2024

Professional Services

Principal - Allan Richards

<u>Date</u>	Hours	Description of Work
01/17/2024	0.25	Project discussions with Curtis Lawler and Miles McCammon.
	0.25	Total Hours

Supervisor II - Curtis Lawler

Date	Hours	Description of Work
01/05/2024	1.50	Review and edits for 2023 Annual report.
01/08/2024	1.50	Review emails. Prepare edits for 2023 Annual Report.
01/10/2024	0.50	Review emails and work Miles doing to prepare annual report.
01/11/2024	3.00	Review pumping data sets for annual report. Review and edits for annual report.
01/12/2024	2.00	Review pumping data sets for annual report.
01/15/2024	1.50	Review emails and progress of annual report preparation. Review and edits for annual report.
01/16/2024	2.50	Review and prepare pumping data for annual report.
01/17/2024	3.50	Review and prepare pumping data for annual report.
01/18/2024	1.00	Review DWR acceptance of GSP for implications for annual report.
01/19/2024	2.00	Review and prepare pumping data for annual report.
01/22/2024	2.00	Review and QC wastewater data for annual report.
01/23/2024	2.00	Review and QC wastewater data for annual report. Discuss tasks to complete annual report with Miles.
01/24/2024	3.00	Finish processing of 2023 pumping data in preparation of annual report.
01/25/2024	4.00	Finish processing of 2023 pumping data in preparation of annual report.
01/26/2024	2.00	Prepare data and pumping figures for annual report.
01/29/2024	2.00	Review and edits for annual report.
01/30/2024	4.50	Review and edits for annual report.
01/31/2024	0.50	Review and edits for annual report.
_	39.00	Total Hours

Senior III - Miles McCammon

Date	Hours	Description of Work
01/08/2024	1.50	Work on the WY2023 SGMA 3rd Annual report. Reviewing and updating the WY2023 VVCSD data. Reviewing and updating city
		of Lompoc WY2023 wastewater data. Editing at the WMA Report.
01/09/2024	1.75	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Emails and meeting with Curtis. Followup with the
		VVCSD and importing of water level data for the project. Prepared summary of project work recently conducted for progress reporting.
01/10/2024	2.25	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Work and editing the groundwater levels and on the
		groundwater level and GDE appendices.
01/11/2024	0.50	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Meeting with Curtis.
01/12/2024	1.00	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Time including work on the storage items.
01/15/2024	2.25	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Items including updating data about storage.
		Reviewing old and inactive account list.
01/17/2024	2.50	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Work included meeting with Cece about preparing
		summary of SGMA implementation work. Emails, and verification of water level data. Prepared summary of project work recently
		conducted for progress reporting.
01/11/2024 01/12/2024 01/15/2024	0.50 1.00 2.25	groundwater level and GDE appendices. Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Meeting with Curtis. Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Time including work on the storage items. Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Items including updating data about storage. Reviewing old and inactive account list. Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Work included meeting with Cece about preparing summary of SGMA implementation work. Emails, and verification of water level data. Prepared summary of project work recently





Invoice No: 2875-23-002

February 22, 2024

Page 2

01 - Task 1: WMA Annual Report WY 2023-2024

Professional Services

Senior III - Miles McCammon

Date	Hours	Description of Work
01/18/2024	4.00	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Items included importing water level data for the Lompoc WWTP well, and dealing with changes made to USBR reporting. Other items included reviewing and updating the WMA hydrograph appendix and surface water interaction appendix. Updates to storage calculations, and release of GIS request for storage map. Finally editing and updating the section on actions taken by the GSA.
01/19/2024	5.00	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Updating the USBR data. Developing the groundwater level contours for spring and fall 2023.
01/23/2024	1.50	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report, including updating section describing water level changes Work on the water quality appendix. Updating items about the CCWA data. Check in regarding DIS status.
01/24/2024	5.50	Work on the WY2023 SGMA 3rd Annual report. Meeting with GIS (Scott) about the storage map figures. Work on the water quality appendix.
01/25/2024	3.25	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. Prepared summary of project work recently conducted for progress reporting.
01/26/2024	3.00	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. QCing report. Assembly of report for draft.
01/29/2024	2.00	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. QCing report. Items including creating and updating flysheets, work on typos on Table 2-1.
01/30/2024	5.00	Work on the WY2023 SGMA 3rd Annual report. Editing at the WMA Report. QCing report. Meeting with Curtis. Editing and updating the Seawater intrusion section. Editing and updating the hydrographs to ensure consistency. Updating overall export. Followup GIS requests.
01/31/2024	2.00	Work on the WY2023 SGMA 3rd Annual report. Additional work QCing report including updating Appendix headers/footers, and pages. Met and emailed with Cece about additional QC of formatting. Updating report with updated GIS figures. Prepared summary of project work recently conducted for progress reporting.
_	43.00	Total Hours

GIS Manager - Noah Wasserman

Date	Hours	Description of Work
01/25/2024	0.50	Spring/Fall contours figures for MM.
01/29/2024	0.75	Pumping Heat Map
01/30/2024	1.25	Pumping Heat Map; Groundwater contour map
	2.50	Total Hours

GIS Specialist I - Scott Lowrie

Date	Hours	Description of Work
01/23/2024	1.25	Storage map.
01/24/2024	3.25	Storage map.
01/31/2024	2.50	Land subsidence, Chloride, Index map updates
	7.00	Total Hours

Assistant III - Cecelia Cambri

Date	Hours	Description of Work
01/18/2024	1.25	Summarized WMA committee meetings for Miles
01/31/2024	0.50	Checked annual report for formatting issues
	1.75	Total Hours

02 - Task 2: WMA GSP Implementation Support

Professional Services

Principal - Allan Richards

Date	Hours	Description of Work
01/17/2024	0.25	Project discussions with Curtis Lawler and Miles McCammon.
	0.25	Total Hours

Supervisor II - Curtis Lawler

<u>Date</u> 01/26/2024	<u>Hours</u> 0.50	Description of Work Participate in call with USGS to setup streamflow gas	
	0.50	Total Hours	



Project #: 2875 Invoice No: 2875-23-002

February 22, 2024

Page 3

02 - Task 2: WMA GSP Implementation Support

Professional Services

Senior III - Miles McCammon

<u>Date</u>	Hours	Description of Work
01/04/2024	0.50	Updating groundwater levels for the City of Lompoc to include data through the end of 2023.
01/05/2024	0.25	Implementation support for the data management system. Work on enabling the GOES data (near real-time telemetry for weather stations) to plot on the DMS website.
01/08/2024	0.25	Implementation support for the data management system. Enabling this enabled the summary GOES data page with lists sites and parameters that area available through the GOES program. Other items include upgrading security for GITHub account.
01/10/2024	0.25	Implementation support for the data management system. Adding and updates to the website.
01/11/2024	0.25	Creating and adding email certificates and keys.
01/12/2024	1.00	Updating items including email certificates for email accounts on the website. Prepared summary of project work recently conducted for progress reporting.
01/15/2024	0.25	Implementation support for the data management system. Items including verifying third party GeoIP location information about server is correct. Other items including followup emails about data requests.
01/16/2024	1.25	Implementation support for the data management system. Items including posting new information about the LAFO 2023 extents of local water districts.
01/22/2024	0.50	Reviewing telemetry emails. DMS issue looking at how to identify the integrity of the HTTPS connection.
	4.50	Total Hours



Review of Well Application in the Santa Ynez River Valley Groundwater Basin, Western Management Area (WMA) APN: 099-100-041 (EH-LUA-23-000039) Joanna Garrick

To: Santa Ynez River Valley Western Management Area (WMA) GSA Parties

From: Tim Nicely, PG, CHg and Katie O'Malley, GSI Water Solutions, Inc.

Date: May 7, 2024

This memorandum presents our review of an application to install a well within the Western Management Area (WMA). Our review was conducted on behalf of the Santa Ynez River Valley Groundwater Basin WMA Groundwater Sustainability Agency (GSA). Under Paragraph 9 of Governor Newsom's Executive Order N-7-22 and the County Board of Supervisors Urgency Ordinance No. 5158 dated May 24, 2022, the County of Santa Barbara Department of Environmental Health Services shall not approve a permit for a new groundwater well or for alteration of an existing well in a medium or high-priority basin subject to the Sustainable Groundwater Management Act (SGMA) without first obtaining written verification from the GSA that groundwater extraction by the proposed well¹:

- 1. would not be "inconsistent with any sustainable groundwater management program" established by the Groundwater Sustainability Plan (Plan) adopted by the GSA, and
- 2. would not decrease the likelihood of achieving a sustainability goal for the basin covered by the Plan.

Paragraph 9 of Executive Order N-7-22 does not apply to permits for wells that will provide less than two acrefeet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

The application being reviewed is for Joanna Garrick, which is a new irrigation supply well completed to a depth of 750 feet. The anticipated water production reported by the applicant is 200 acre-feet per year (AFY). The application also estimates a production rate of up to 500 to 600 gallons per minute (gpm) and an average daily runtime of 4 hours per day. This production exceeds the 2 AFY definition of an exempt well.

GSI Water Solutions, Inc.

¹ Santa Barbara County Urgency Ordinance No. 5158 defines a ""New well." "New well" means a new groundwater well or replacement of an existing well with a new well that exceeds the production capacity of the existing well as originally permitted or constructed. This definition shall not include geothermal heat exchange wells, cathodic protection wells, or wells constructed for the purpose of monitoring or abating contaminants in underground waters that are associated with a hazardous materials release." (Ordinance No. 5158, Sec. 34A-23(5).)

Summary of Findings

The proposed well has the following properties:

- Well location:
 - The proposed well is located on Assessor's Parcel Number 099-100-041 at 1906 Gypsy
 Canyon Road in Lompoc. This parcel is located within the Santa Rita Upland area of the WMA.
 - The parcel is not located within a public water system.
- Proposed well construction and use information:
 - The proposed new well will be completed to a depth of 750 below ground surface (bgs), with perforations starting at 430 feet bgs.
 - The well will be used for irrigation purposes on a 110 acre parcel. The planned pumping rate will be 500 to 600 gallons per minute for 4 hours per day according to the well permit application, which the applicant reports as 200 AFY if pumped. (Based on these inputs, we calculate that pumping of this well would only produce 160 AFY.)
- Assess groundwater and related conditions:
 - Based on the depth of the proposed well, the produced groundwater will be derived from the Lower Aquifer. Groundwater conditions in the WMA are sustainable with no current undesirable results (defined as significant and unreasonable impacts to sustainability indicators as described in the WMA's Plan).
- Would the well increase production within the WMA?
 - o The proposed Joanna Garrick well, would be completed in the Lower Aquifer, which is a principal aquifer managed by the GSA and would increase production from a principal aquifer within the WMA. However, the new well would not cause an imminent exceedance of minimum thresholds or cause undesirable results or an immediate measured at representative wells, as defined in the WMA's Plan and most recent annual report. However, it has been noted that the groundwater levels within the Lower Aquifer has steadily declined for several decades as documented within the most recent annual report for Water Year 2023. If the WMA's Group 1 Project and Management Actions documented in the Plan are unable to reverse the downward trend, it is possible that the groundwater may decline below the minimum thresholds for chronic lowering of groundwater levels within the Lower Aquifer.
 - The proposed new well would not contribute to significant and unreasonable conditions leading to undesirable results related to the sustainability indicators:
 - Chronic water level decline
 - Reduction of groundwater in storage
 - Degradation of water quality
 - Land subsidence
 - Depletion of interconnected surface water and impacts to GDEs

Summary

Based upon the location and planned production from the proposed new well would be completed within a principal aquifer managed by the WMA. Production from this well would not be "inconsistent with any sustainable groundwater management program" established by the WMA and would not decrease the likelihood of achieving a sustainability goal for the basin as defined in its Plan.

In our opinion, the GSA should provide a written verification to the County of Santa Barbara Department of Environmental Health for this application with appropriate caveats including the following. Any written verification provided is not a guarantee of the availability of water now or in the future. Based on sustainable management criteria, including but not limited to applicable minimum threshold(s), the GSA may exercise its authority to call for reduction in production from wells within its jurisdiction in accordance with SGMA and as part of the implementation of its Groundwater Sustainability Plan and avoidance of undesirable results,

Indemnification and Limitations of Liability

GSI Water Solutions does not warrant or guarantee that the well will produce the expected amount of water nor that the GSA will not require that extraction from the well be reduced in the future in accordance with its authority to manage the WMA within the sustainability goal presented in WMA's Plan.

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

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

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

NOTICE OF INTENTION TO ADOPT CONFLICT OF INTEREST CODE

NOTICE IS HEREBY GIVEN that the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (the "Agency") intends to adopt a conflict-of-interest code (the "Code") pursuant to Government Code Section 87300. Pursuant to Government Code Section 87302, the Code designates positions requiring disclosure of certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on March 5, 2024, and terminating on April 19, 2024. Any interested person may present written comments concerning the proposed Code no later than April 19, 2024, to the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, Attention: Amber Thompson, P.O. Box 719, Santa Ynez, CA 93460. No public hearing on this matter will be held unless an interested person, or his or her representative, requests such a hearing no later than 15 days prior to the close of the written comment period.

The reason for the adoption of this Code is the formation of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency. The Agency has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based. The adoption of the Code will not impose a cost savings to the Agency that is required to be reimbursed under Part 7 (commencing with section 17500) of Division 4 of the Government Code; will not result in any nondiscretionary cost or savings to local agencies; will not result in any cost or savings in federal funding to the state; will not impose a mandate on local agencies or school districts; and will not have any potential cost impact on private persons or businesses, including small businesses. No alternative considered by the Agency would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action.

Copies of the proposed Code and all of the information upon which it is based may be obtained from Amber Thompson, Secretary of the Board of Directors of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, at 3669 Sagunto Street, Suite 101, Santa Ynez, CA 93460. Any inquiries or written comments concerning the proposed Code should be directed to Amber Thompson, Secretary of the Board of Directors of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, in person at 3669 Sagunto Street, Suite 101, Santa Ynez, CA 93460, by mail at P.O. Box 719, Santa Ynez, CA 93460, or by telephone at (805) 693-1156.

DECLARATION OF PLAN MANAGER FOR THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN WESTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

The proposed Conflict-of-Interest Code (the "Code") specifically enumerates each of the positions within the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (the "Agency") that involve the making or participation in the making of decisions that may foreseeably have a material financial effect on any financial interest. The Agency has satisfied all the requirements for preliminary approval of the proposed Code.

The purpose of the approval and adoption of this proposed Code is pursuant to the formation of a joint powers agency to serve as the Agency under the Sustainable Groundwater Management Act ("SGMA").

5/7/2024 Date

William Buelow, Plan Manager

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

RESOLUTION NO. WMA-2024-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN WESTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY APPROVING A CONFLICT OF INTEREST CODE

WHEREAS, in accordance with state law, the Board of Directors of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (the "CMA GSA") is required to approve a conflict of interest code; and

WHEREAS, in accordance with state law the WMA GSA has prepared the Conflict of Interest Code attached hereto as Exhibit "A" and incorporated herein (the "Code"); and

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

WHEREAS, the 45-day comment period has passed and no interested parties submitted comments to the WMA GSA regarding the Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the WMA GSA as follows:

- 1. The attached Conflict of Interest Code is formally approved and adopted by the Board of Directors of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency.
- 2. Staff is directed to take such steps as necessary to properly file the attached Conflict of Interest Code with the County of Santa Barbara.
- 3. Once the Conflict of Interest Code is formally approved by the County, staff is instructed to implement the Code.

[continued on following page]

WE, THE UNDERSIGNED, being the duly qualified and acting Chair and Secretary, respectively, of the Board of Directors of the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency, do hereby certify that the above and foregoing Resolution No. WMA-2024-02 was duly and regularly adopted and passed by the Board of Directors at a regular meeting duly held on the 22th day of May, 2024, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
D 11 C1 :	
Jeremy Ball, Chair	Amber Thompson, Secretary

EXHIBIT ACONFLICT OF INTEREST CODE



SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN WESTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY CONFLICT OF INTEREST CODE

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

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

Designated individuals who file using a paper Form 700 shall file with the Agency. Upon receipt of the Statement filed by a designated individual, the Agency shall retain a copy and forward the original to the County Clerk, Recorder and Assessor.

PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The following positions are not covered by the conflict of interest code because they must file statements under Section 87200 and therefore are listed for informational purposes only: Members of the Board of Directors.

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

APPENDIX DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

I. **Designated Position Assigned Disclosure Category Directors** 1, 2 1, 2 **Alternate Directors** Secretary/Treasurer 1, 2 1, 2 Plan Manager 1, 2 General Counsel Groundwater Sustainability Agency Staff 1, 2 Consultants/New Positions

Note: The positions of Auditor and General Counsel are filled by outside consultants who serve in a staff capacity.

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

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

Officials Who Manage Public Investments

The following positions are not covered by the conflict of interest code because they must file a statement of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for information purposes only:

Members of the Board of Directors

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

II. <u>Disclosure Categories</u>:

Category 1

Designated positions in this category shall disclose income from any source, interests in real property, investments and all business positions in which the designated individual is a director, officer, partner, trustee, employee, or holds any position of management.

Category 2

Designated positions in this category shall disclose investments; business positions in business entities; and income (including gifts, loans, and travel payments), from sources engaged in providing services (e.g. accounting, auditing, engineering and environmental consulting), supplies, materials, machinery, or equipment of the type utilized by the agency.

[04-26-2024 DRAFT]

ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT AND

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

This Agreement is effective on the	day of	, 2024, by and between the SANTA
YNEZ RIVER WATER CONSERVATION	DISTRICT , form	ed and existing pursuant to the Water
Conservation District Law of 1931, Water Co	ode § 74000, et se	q., hereinafter referred to as "SYRWCD," and
the Santa Ynez River Valley Groundwater	Basin	Management Area Groundwater
Sustainability Agency, a California groundw	water sustainability	y agency formed and existing pursuant to
SGMA, Water Code § 10720, et seq., and the	e Joint Exercise of	Powers Act, Government Code § 6500, et seq.,
hereinafter referred to as "the GSA."		

RECITALS

WHEREAS, SYRWCD and the GSA, as separate legal entities, carry on various activities throughout the year in accordance with the laws, policies, procedures, and organizational documents governing each.

WHEREAS, in lieu of hiring its own employees, the GSA desires to retain the services of SYRWCD for the purpose of having SYRWCD's staff manage and administer the day-to-day operations of the GSA as provided in this Agreement.

WHEREAS, SYRWCD is willing to provide the requested services as an accommodation to the GSA, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Agreement for Services. The GSA hereby contracts with SYRWCD for the purpose of providing management and administrative services for the GSA, and SYRWCD hereby agrees to provide such services pursuant to the terms and conditions contained herein ("Services"). Subject to the direction of the GSA's Board of Directors and discretion of SYRWCD including availability and capacity of its staff to perform services for the GSA, the Services may include, but are not necessarily limited to: acting as plan manager; arranging for and coordination of board and other meetings; preparation of meeting agendas, minutes, and other materials; filing of documents; assisting with public notices and information; coordinating stakeholder outreach including maintaining GSA website, monitoring GSA email; opening accounts and taking other administrative actions on behalf of the GSA; receiving and reviewing invoices, and coordinating with the GSA's bookkeeper hired to pay invoices, prepare and keep the GSA's financial statements, accounts and records; coordination with the GSA's accounting firm hired to prepare financial audits; administering grants on behalf of the GSA; and coordination with the GSA's contractors hired to comply with SGMA, including in connection preparation of plans, reports, and implementation of management actions required to comply with SGMA. For avoidance of any doubt, such Services shall not include the hiring of or impose any obligation upon SYRWCD to hire or retain any particular employees, consultants or contractors, and the GSA shall be solely responsible for hiring any consultants or contractors, including but not limited to SGMA consultants, bookkeepers and auditors, that may be necessary or desirable to carry out the GSA's activities or operations.
- 2. <u>Fees and Expenses</u>. In consideration for the Services provided by SYRWCD pursuant to this Agreement, the GSA shall pay SYRWCD an hourly fee on a time and materials basis at the applicable labor rate

as specified in Exhibit A attached hereto and incorporated herein by this reference and reimburse SYRWCD for any expenses SYRWCD incurs in connection with providing such services to the GSA. SYRWCD will prepare and maintain records of actual time spent providing Services to the GSA, as well as actual expenses incurred on its behalf of the GSA, and the GSA shall pay SYRWCD such amounts within forty (45) days of receipt of an invoice from SYRWCD. Amounts not paid within 90 days of the receipt of an invoice shall bear interest at a rate of 10 percent per annum. The parties may negotiate and agree to a different rate at any time if both parties agree, and any such change shall be in writing and attached to this Agreement as an amendment.

- 3. <u>Term.</u> The term of this Agreement shall commence on ________, 2024, and shall continue indefinitely until termination by either party pursuant to paragraph 4 below.
- 4. <u>Termination</u>. This Agreement may be terminated by either party at any time, with or without cause, by providing the other party with one-hundred and eighty (180) days prior written notice of termination. The parties shall continue to perform their obligations under this Agreement during the 180-day notice period unless mutually agreed otherwise.
 - 5. <u>Indemnification</u>. To the fullest extent permitted by law, the GSA shall indemnify, defend and hold harmless SYRWCD and each officer, director, employee, member, representative, consultant, contractor, and agent of SYRWCD (each a "Covered Person") from and against all claims, causes of action, suits, proceedings, obligations, liabilities, damages, losses, penalties, and costs and expenses of any nature whatsoever, including legal fees and other expenses reasonably incurred, arising out of the provision of Services by SYRWCD for the GSA in accordance with this Agreement or any action taken or omitted by any such Covered Person by or on behalf of SYRWCD in connection with the provision of services for the GSA in accordance with this Agreement, or arising out of any action taken or omitted by the GSA or any of its officers, directors, employees, representatives, consultants, contractors, or agents. This paragraph shall survive termination of this Agreement.
 - Insurance Coverage. Prior to SYRWCD providing any Services to the GSA under this 6. Agreement, the GSA, and the GSA's contractors and consultants (before performing work for the GSA), shall obtain and thereafter maintain in full force and effect at all times while this Agreement is in effect, at the GSA's sole expense, all insurance required by law including the following insurances coverages: general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and vehicle liability coverage, including non-owned automobile coverage, with limits of not less than \$1,000,000. SYRWCD and all other Covered Persons, including SYRWCD's officers, directors, employees, representatives, consultants, contractors, and agents, shall be named as additional insureds under such policies of insurance, and the GSA shall provide SYRWCD with proof that the GSA has obtained such coverages and endorsements before SYRWCD provides any Services to the GSA under this Agreement. Said insurance policies shall also provide coverage for the GSA's contractual liability for indemnification obligations set forth in paragraph 5 above. In addition, SYRWCD shall obtain and maintain in full force and effect at all times while this Agreement is in effect, at SYRWCD's sole expense, all insurance required by law including the following insurance coverages (whether or not required by law): worker's compensation insurance at such amounts required by law; general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and vehicle liability coverage, including non-owned automobile coverage, with limits of not less than \$1,000,000.
 - 7. <u>Intellectual Property</u>. All intellectual property owned by each party prior to the effective date of this Agreement shall remain the property of that party. Intellectual property developed by SYRWCD or others for the GSA during the term of this Agreement, and paid for by the GSA, shall be and remain the exclusive property of the GSA.
 - 8. <u>No Partnership/Liability</u>. The parties hereto acknowledge and agree that the relationship between SYRWCD and the GSA is as described herein and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that SYRWCD is not a partner with

the GSA, whether general or limited, and no activities of the GSA or SYRWCD or statements made by the GSA or SYRWCD shall be interpreted by anyone as establishing any type of relationship other than that of principal and independent contractor.

9. <u>Notices</u>. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by email, or if mailed, at the time deposited in the United States mail or with an express mail service (Federal Express, UPS, or the like), postage prepaid and addressed as follows:

THE GSA	SYRWCD
Address:	P.O. Box 719
	Santa Ynez, CA 93460
Email:	Email: bbuelow@syrwcd.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

- 10. <u>Amendments</u>. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.
- 11. <u>Assignment</u>. This Agreement may not be assigned or transferred by either party to any third party without the prior written consent of the other party.
- 12. <u>Attorneys' Fees and Venue</u>. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Santa Barbara, State of California, for any proceeding arising hereunder.
 - 13. <u>Sole and Only Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to their rights and obligations hereunder. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party, which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
- 14. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 15. <u>Binding on Successors</u>. This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
- 16. <u>Governing Law</u>. This Agreement shall be construed and governed pursuant to the laws of the State of California.
- 17. <u>Consultation with an Attorney</u>. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to its own counsel for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
 - 18. Authority to Execute Agreement. Each Party declares that he/she has read this Agreement and

understands and knows the contents thereof and represents and warrants that each of the Parties executing this Agreement is empowered to do so and hereby binds the respective Party, and all of its successors, assigns, principles, agents, employees, consultants, representatives, attorneys, bonding companies and insurers to the terms hereunder.

- 19. <u>Counterparts</u>. This Agreement may be executed in counterparts, and all so executed counterparts shall constitute an agreement binding on the Parties hereto. The Parties further agree that a facsimile and/or scanned copy of the executed counterparts shall have the same force and effect as an original.
- 20. <u>No Other Promise or Warranty</u>. No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.
- 21. <u>Not Binding on Any Third Party</u>. This Agreement is not for the benefit of any person or party who is not a signatory hereto or specifically named or referred to herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year set forth above.

DATE:	By:
	William J. Buelow, General Manager
DATE:	THE GSA
DATE.	THE GSA
	By:
	Signature of authorized representative (Chair of GSA)
	Type or print name of authorized signatory

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

EXHIBIT A

[Rates]

FY 24 and FY 25 SYRWCD Rate Schedule

Position	FY2024	FY2025
General Manager	\$123.00	\$136.00
District Administrator	\$79.00	\$108.00
Groundwater Administrator	\$52.00	\$55.00
Water Resource Analyst	\$74.00	\$77.00
SGM Administrator		\$87.00



PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

1. <u>IDENTIFICATION</u>

	THIS PROFESSIONAL SERVICES AGREEMENT	("Agreemen	nt") is	entered is	nto by and
among		("Client"),	and	Raftelis	Financia
Consul	tants, Inc., a North Carolina corporation ("Consultant"	").			

2. <u>RECITALS</u>

- 2.1 Consultant represents that it is fully qualified to perform the professional services described in the Scope of Work by virtue of its experience and the training, education, and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility to perform such services in accordance with this Agreement.
- 2.2 Consultant represents that it has no known relationships with third parties, members of Client's governing board, or employees of Client which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code section 1090, the Political Reform Act (Government Code sections 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Client and Consultant agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Work": Such professional services as are set forth in Consultant's proposal attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 "Maximum Amount": The highest total compensation and costs payable to Consultant by Client under this Agreement. The Maximum Amount under this Agreement is \$______ or as otherwise provided in the Scope of Work.
- 3.4 "Commencement Date": ______, 2024.
- 3.5 "Project Administrator": The individual that shall manage Consultant's performance of this Agreement on Consultant's behalf. No change shall be made in Consultant's project administrator without Client's prior written consent.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall continue until terminated in accordance with Section 13 ("Termination") below.

5. <u>CONSULTANT'S DUTIES</u>

- 5.1 **Services**. Consultant shall perform the services identified in the Scope of Work. Client shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 Coordination with Client and Legal Counsel. In performing services under this Agreement, Consultant shall coordinate all contact with Client and its legal counsel, if requested by Client.
- 5.3 **Budgetary Notification**. Consultant shall notify Client, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform Client of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- Professional Standards. Consultant shall perform all work to the standards of Consultant's profession prevailing at the time and place the work is performed. Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code section 1090, and the Political Reform Act (Government Code sections 81000 et seq.).
- 5.5 **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, Client may consent in writing to Consultant's performance of such work.
- 5.6 **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Project Administrator shall have direct responsibility for management of Consultant's performance under this Agreement.
- 5.7 **Substitution of Personnel.** Any persons named in the proposal or Scope of Work constitutes a promise to the Client that those persons will perform and coordinate

their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Client. If Client and Consultant cannot agree as to the substitution of key personnel, Client may terminate this Agreement for cause.

- 5.8 Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.9 Notification of Organizational Changes. Consultant shall notify the Client, in writing, of any change in name, ownership, or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.10 **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Client under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Client. In addition, pursuant to Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Client or as part of any audit of Client, for a period of three (3) years after final payment under this Agreement.
- 5.11 Non-Disclosure. All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement shall not be disclosed by Consultant without prior written consent by Client. Client shall grant such consent if disclosure is legally required. Upon request, all data of Client or of Client's legal counsel shall be returned to same, as the case may be, upon the termination or expiration of this Agreement.

6. **SUBCONTRACTING**

- 6.1 General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2 Consultant Responsible. Consultant shall be responsible to Client for all services to be performed under this Agreement.

- 6.3 **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by Client in writing as an amendment to this Agreement.
- 6.4 **Compensation for Subcontractors.** Client shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Client shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. <u>COMPENSATION</u>

- 7.1 **General.** Client agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Client in advance.
- 7.2 **Invoices.** Consultant shall submit to Client an invoice, on a monthly basis or as otherwise agreed to by the Client, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 **Payment by Client**. Client will pay undisputed amounts invoiced within 45 days of its receipt of the invoice.
- 7.4 **Taxes.** Client shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.5 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Work unless prior written approval is given by the Client through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the Client.
- 7.6 **Client Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Client is satisfied that the services are satisfactory.
- 7.7 **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 10, Client shall have the right to withhold payments under this Agreement to offset that amount.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents, or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of Client without restriction or limitation upon its use or dissemination by Client except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. **RELATIONSHIP OF PARTIES**

- 9.1 **General.** Consultant is, and shall at all times remain as to Client, a wholly independent contractor.
- 9.2 **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Client or otherwise to act on behalf of Client as an agent. Neither Client, nor any of its agents, shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Client.
- 9.3 Independent Contractor Status. Under no circumstances shall Consultant or its employees look to Client as an employer. Consultant shall not be entitled to any benefits. Client makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 9.4 **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Client, Consultant shall indemnify, defend, and hold harmless Client for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Client.

10. INDEMNIFICATION

10.1 **Definitions**. For purposes of this section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance

- of this Agreement. "Client" shall include Client, its officers, agents, employees and volunteers.
- 10.2 **Consultant to Indemnify Client**. To the full extent permitted by law, Consultant shall indemnify, hold harmless, and defend Client, and its respective officers, agents, employees, and volunteers from and against any and all claims and losses, costs, or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by the intentional, reckless, or negligent acts, errors, or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement except the negligence of Client and its agents, officers, and employees.
- 10.3 **Material Term**. Consultant acknowledges that Client would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect Client as set forth herein. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to Client.
- 10.4 **Subcontractor to Indemnify Client.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement.
- 10.5 Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential, or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify Client for such loss or damage as is caused by the sole active negligence or willful misconduct of the Client.
- 10.6 **Attorneys Fees.** Consultant shall not be entitled to any refund of attorneys' fees, defense costs, or expenses in the event that it is adjudicated to have been non-negligent.
- 10.7 **Waiver of Statutory Immunity.** The obligations of Consultant under this section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Client.
- 10.8 **Insurance.** Consultant's liability under this Section 10, (Indemnification) shall not exceed the insurance coverage required under Section 11. Insurance.
- 10.9 **Consultant Cooperation in Defense of Claims.** In the event any claim or action is brought relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Client may require.

11. <u>INSURANCE</u>

- 11.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and Client and its officers, directors, employees and agents shall be named as addition insureds on all insurance policies required by this Agreement, and Consultant shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the Client shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2 **Documentation of Insurance.** Consultant shall file with Client complete, certified copies of all required insurance policies, including endorsements affecting the coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- 11.3 **Comprehensive General Liability**. Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, comprehensive general liability and property damage insurance covering Consultant's performance under this Agreement in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage.
- 11.4 **Workers' Compensation**. Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, workers' compensation insurance covering its employees in Consultant's performance under this Agreement.
- 11.5 **Professional Liability**. Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) coverage.
- 11.6 **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify Client under this Agreement shall survive the expiration of this Agreement as well as expiration or early termination of this Agreement.

12. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, or overnight courier service during Client's and Consultant's regular business hours; (ii) on the second business day following deposit in the United States mail if delivered by mail, postage prepaid, or (iii) the day of delivery if delivered by email, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Client:

If to Consultant:

Sudhir Pardiwala, Project Administrator Raftelis Financial Consultants, Inc.

13. <u>TERMINATION</u>

- 13.1 **Client Termination**. Client shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant.
- 13.2 **Consultant Termination**. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to Client.
- 13.3 Cessation of Work. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. Consultant shall upon payment of all sums due to Consultant, return to Client and its legal counsel all Client's or legal counsel's data, documents, objects, materials, or other tangible things upon the termination or expiration of this Agreement.
- 13.4 Compensation Following Termination. If Client terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. GENERAL PROVISIONS

- 14.1 **Governing Law and Venue**. This Agreement is entered into and performed in the State of California and is to be interpreted pursuant to the law of the State of California. Venue in any action arising out of this Agreement shall be in the Superior Court of California for the County of Santa Barbara. For litigation subject to United States District Court jurisdiction, venue shall be in the district court that is geographically closest to Santa Barbara, California.
- 14.2 **Entire Agreement**. The Parties agree that this Agreement contains the entire understanding concerning the subject matter among the Parties and supersedes and replaces all prior negotiations of proposed agreements, written or oral, if any. This Agreement shall not be amended or modified except in writing, executed and agreed to by all the Parties to this Agreement.
- 14.3 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement.
- 14.4 **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

- 14.5 **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 14.6 **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 14.7 **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 14.8 **Counterparts; Electronic Signatures**. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CLIENT	CONSULTANT			
Ву:	By:			
Name: Title:	Name: Sudhir Pardiwala Title: Executive Vice President			
Date:	Date: May 3, 2024			

Exhibit A: Scope of Work

Consultant will perform a rate study to support Client's adoption of rates, including groundwater extraction fee and any other appropriate fee or charge, as directed by Client. Services to be undertaken by Consultant and associated fees for such services are further described in the attached Proposal to Conduct Rate Study.

Consultant is not an attorney or law firm and does not provide legal services. It doesn't in any manner whatsoever guarantee or insure any results or success in the representation. Consultant will rely on the data and information it is provided. The accuracy and sufficiency of the data and information provided by Client will be the sole responsibility of Client.

Scope of Work

Task 1 – Project Management, Kick-off Meeting, and Data Collection

Task 1.1 – Ongoing Project Management and Quality Assurance/Quality Control Process This task includes general administrative duties including client correspondence, billing, project documentation, and administration of the study control plan. Our Project Managers provide competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprise approach and communicate with clients on a regular basis.

Raftelis' quality assurance / quality control (QA/QC) process ensures high quality, accurate work. The QA/QC process begins at the outset of the project when the Raftelis consulting team is assembled. For this engagement we have three layers of review: Project Manager, Project Director, and Technical Reviewer.

Task 1.2 – Kick-off Meeting and Data Collection

The kick-off meeting is our due diligence to ensure that project stakeholders agree to the project's goals, approach, work plan, schedule and study priorities. Adetailed data request list is submitted to the Groundwater Sustainability Agencies (GSAs) to the kick-off meeting so that the appropriate data can be assembled in the required format. Data will include annual reports, budgets, Groundwater Sustainability Plan (GSP) and other relevant data.

Meetings: One (1) in-person Kick off meeting with the GSA's Plan Manager Deliverables: Data request list, Kick-off Meeting presentation in Microsoft PowerPoint format

Task 2 - Policy Workshops and Regulatory Requirements

The proposed policy discussions will be used to identify the different fee structures for evaluation. With direction from the GSA on the most important objectives, Raftelis can develop the appropriate fee structure. Raftelis has assisted numerous agencies in conducting policy and pricing objectives exercises and developing appropriate fee structures. By receiving policy direction early in the study, we garner support of the proposed fee structure(s). Additionally, Raftelis will review and discuss with the GSA and its legal counsel any regulatory requirements of the proposed fee structure related to Proposition 218 and or Proposition 26. Raftelis proposes to hold one meeting with GSA Plan Manager and one separate meeting with Basin stakeholders.

Meetings: Two (2) policy discussion meetings with GSAPlan Manager and stakeholders Deliverables: Presentations for discussions in Microsoft PowerPoint format

Task 3 - Budget Development

Raftelis will develop an operational budget for the GSP implementation for the GSA. The GSA will incur costs relating to implementing their approved GSP. Additionally the GSA will incur costs for the contracted Plan Manager, administrative and legal staff, and consulting costs for professional and technical services, fee collection and customer service, among others. Raftelis will work with the Plan Manager to gather all information necessary to estimate total expenses in drafting the GSA budget, estimate required revenues to recover those costs, and develop the financing plan model in Task 4.

Meetings: Two (2) webinars with GSAPlan Manager

Deliverables: Presentations for discussion in Microsoft PowerPoint format

Task 4 - Financing Plan Model

Raftelis will design a financial plan model with the flexibility to evaluate different scenarios- in real time- to achieve different policy objectives and/or enhance financial stability. The Dashboard, which displays key variables and results on-screen, will show the results of each scenario and facilitate discussion for quick consensus building. This has proven to be particularly useful when making presentations, allowing attendees to fully appreciate the impacts of changes instantly.

Meetings: Two (2) webinars with GSAthe Plan Manager to review the proposed financing plan Deliverable(s): Presentations for webinars if necessary, in Microsoft PowerPoint format

Task 5 - GSP Fee Design

With input received from the policy workshops, and the development of a budget and financial plan in Tasks 3 and 4, Raftelis will design up to three fee structures for evaluation. If necessary, Raftelis will also develop non-compliance penalties for the GSA's evaluation. Penalties for water service charges do not fall under Proposition 218. Raftelis will consider specific socio-economic conditions to determine the appropriate deterrent (penalty) for non-compliance. We will also obtain the GSA's legal counsel's input on the applicability of Propositions 26 and 218.

Meetings: Two (2) webinars with GSA Staff

Deliverables: Presentations for webinars if necessary in Microsoft PowerPoint format

Task 6 – Community Advisory Group Workshop

Raftelis will hold a second workshop with Basin stakeholders to discuss the broader study, the GSA financing plan, and the development of proposed fees. This meeting allows for the community input to the project team and to the GSAPlan Manager for incorporation into the final fee proposal.

Meetings: One (1) stakeholder workshop with Basin stakeholders and the GSA Plan Manager. Deliverables: Presentations for workshop in Microsoft PowerPoint format

Exhibit B: Fee Schedule

Task 7 – Report Development

Raftelis will develop a draft and final report for the GSA financing plan and proposed fees and charges. The draft report will include an executive summary highlighting the major issues and decisions reached during financing and fee development meetings with the Plan Manager and stakeholders. The main body of the report will include a discussion on the GSA financing plan, fee structure selection, study assumptions, and methodologies used to develop the fees. The GSA will provide comments for incorporation into the Final Draft.

Meetings: One (1) webinar to discuss comments and edits to the Draft Report

Deliverables: Draft & Final Report

Task 8 - Public Hearing

Raftelis will present the results of the study at a public hearing presenting the results in a PowerPoint format which will be available to the GSA's Plan Manager before the meeting.

FEES

Raftelis will perform the study for the GSA on an hourly basis as shown below. The expenses include \$10 for technology charges including network, computers, phones, etc. The total fee for each GSA will be less than \$57,095.

			Hours						
Tasks	Web Meetings	Number of Meetings	PM	APM	TR	Staff	Admin	Total	Total Fees Expense
1. Project Management, Kickoff Meeting, and Data Collection	1		4	10	2	4	4	24	\$6,610
2. Policy Workshops and Regulatory Requirements	2		8	10	8	2	0	28	\$9,330
3. Budget Development	2		2	4	2	10	0	18	\$4,960
4. Financing Plan Model	2		4	8	2	16	0	30	\$8,340
5. GSP Fee Design	2		4	16	4	2	0	26	\$8,140
6. Stakeholder Workshop		1	2	4	5	2		13	\$4,29
7. Report Development	2		4	24	4	8	0	40	\$11,880
8. Public Hearing		1	2	3	5		0	10	\$3,540
Total Estimated Meetings / Hours	11	2	30	79	32	44	4	189	
Hourly Billing Rate			\$400	\$285	\$320	\$220	\$100		
Total Professional Fees			\$12,000	\$22,515	\$10,240	\$9,680	\$400	\$54,835	
M - Sudhir Pardiwala PM - Asst Project Manager, Theresa							Te	otal Fees	\$54,83
PM - ASSI Project Manager, Theresa urotich							T-4-11	-vnonene	\$2.26

PM - Sudhir Pardiwala
APM - Asst Project Manager, Theres.
Jurotich
TR - Kevin Kostiuk
Financial Staff Admin - Administrative Staff

Total Expenses \$2,260

Total Fees & Expenses

\$57,095



May 3, 2024

Mr. Bill Buelow Plan Manager for WMA 3669 Sagunto St. Suite 101 PO Box 719 Santa Ynez, CA 93460

Subject: Proposal to Conduct Groundwater Rate Study for WMA GSA

Dear. Mr. Buelow:

We have received your RFP to conduct groundwater rate studies for the Groundwater Sustainability Agency (GSAs). As per our discussions, Raftelis Financial Consultants (Raftelis) is proposing to conduct this study and will conduct the tasks listed in the RFP. This letter formalizes our discussion regarding the fees and schedule to perform these studies.

Schedule

The RFP has identified project completion in six months. Given the policy issues that will need to be reviewed and adopted by the GSAs and the number of meetings needed to get these resolved along with the data requirements needed to complete the rate studies we recommend a nine-month schedule from notice to proceed.

Fees

Raftelis will provide the services described on a time and materials basis. We recommend a budget of \$57,095 per study. You can be confident that we will use only as much budget as is necessary and if there are economies during the course of the project, we will take advantage of any synergies to minimize costs. Fees include expenses of technology charges of \$10 per labor hour for networks, computers, telephones, etc. The hourly rates of our staff are shown below.

Position	Hourly Rate
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Manager	\$285
Senior Consultant	\$250
Consultant	\$220
Associate Consultant	\$185
Administration	\$100
Technology/Communications Charge**	\$10

We appreciate the opportunity to assist you with this study. This letter may be used to form an agreement by affixing your signature and returning a copy for our files. Please call me at 626 827 8931 if you have any questions.

RAFTELIS FINANCIAL CONSULTANTS, INC. Santa

By:_____ By:_____
Sudhir Pardiwala
Exec Vice President

Date:_____

attach: Scope and Fee