

NOTICE AND AGENDA OF MEETING

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

WILL BE HELD
AT 6:30 P.M. THURSDAY, MAY 21, 2020

TELECONFERENCE MEETING ONLY – NO PHYSICAL MEETING LOCATION
PUBLIC PARTICIPATION DIAL-IN NUMBER: 1-267-866-0999
PASSCODE: 1912 44 9112

Teleconference Meeting During Coronavirus (COVID-19) Emergency: As a result of the COVID-19 emergency and Governor Newsom’s Executive Orders to protect public health by issuing shelter-in-home standards, limiting public gatherings, and requiring social distancing, this meeting will occur solely via teleconference as authorized by and in furtherance of Executive Order Nos. N-29-20 and N-33-20.

Important Notice Regarding Public Participation in Teleconference Meeting: Those who wish to provide public comment on an Agenda Item, or who otherwise are making a presentation to the GSA Committee, may participate in the meeting using the dial-in number and passcode above. Those wishing to submit written comments instead, please submit any and all comments and materials to the GSA via electronic mail at bbuelow@syrwed.com. All submittals of written comments must be received by the GSA no later than 5:00 p.m. on Wednesday, May 20, 2020, and should indicate “**May 21, 2020 GSA Meeting**” in the subject line. To the extent practicable, public comments and materials received in advance pursuant to this timeframe will be read into the public record during the meeting. Public comments and materials not read into the record will become part of the post-meeting materials available to the public and posted on the SGMA website.

In the interest of clear reception and efficient administration of the meeting, all persons participating in this teleconference are respectfully requested to mute their phones after dialing-in and at all times unless speaking.

AGENDA

- I. Call to Order
- II. Introductions and review of SGMA in the Santa Ynez River Valley Basin
- III. Additions or Deletions to the Agenda
- IV. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee’s jurisdiction. The total time for all public participation shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public item.)
- V. Review and consider approval of meeting minutes of February 27, 2020
- VI. Receive EMA GSA Financial update and consider approval of EMA Warrant List
- VII. Receive update on EMA Confidentiality Agreement
- VIII. Receive update from GSI on GSP activities in the EMA
- IX. Receive update on Aerial Electro-Magnetic Survey of EMA
- X. Receive update on Outreach
 - a. Basin wide SGMA Newsletter

- XI. Next EMA GSA Meeting: Thursday, August 27, 2020, 6:30 PM. Notice will be sent on whether the meeting will be in person or held via conference call
- XII. EMA GSA Committee requests and comments
- XIII. Adjournment

[This agenda was posted 72 hours prior to the scheduled meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and <https://www.santaynezwater.org> in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Notification 72 hours prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

DRAFT MEETING MINUTES

Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Groundwater Basin February 27, 2020

A regular meeting of the Groundwater Sustainability Agency (GSA) for the Eastern Management Area (EMA) in the Santa Ynez River Groundwater Basin was held on Thursday, February 27, 2020, at 6:30 PM at the City of Solvang, Council Chambers, 1644 Oak Street, Solvang, California.

EMA GSA Committee Members Present:

Brad Joos Brett Marymee Karen Waite Meighan Dietenhofer (Acting as Alternate)

Member Agency Staff Present:

Bill Buelow Paeter Garcia Amber Thompson Matt van der Linden
Kevin Walsh Matt Young

Others Present:

Tim Nicely (GSI Water Solutions) Tim Thompson (GSI Water Solutions)
Nine members of the public

Others Via Phone:

Curtis Lawler (Stetson Engineers) Anita Regmi (DWR)

I. Call to Order and Roll Call

GSA Committee Member Marymee called the meeting to order at 6:30 p.m. and asked Mr. Buelow to Call Roll. GSA Committee Member Dietenhofer acted as Alternate for Supervisor Hartmann.

II. Pledge of Allegiance

GSA Committee Member Joos led the Pledge of Allegiance.

III. Introductions and Review of SGMA in Santa Ynez River Valley Basin

GSA Committee Member Marymee invited everyone in attendance and those on phone to introduce themselves. Ms. Anita Regmi (on phone) from the State of California Department of Water Resources (DWR) explained her role as the Point of Contact for the Santa Ynez River Groundwater Basin. Ms. Regmi further described DWR's role to provide resources for implementation of SGMA. She explained that DWR will review the Groundwater Sustainability Plan (GSP) within two years of submittal and provide financial assistance in form of grants, technical assistance, and support services. DWR has funds available for well installation and for monitoring equipment. She encouraged anyone with questions to contact her directly.

Mr. Buelow reviewed history of the Sustainable Groundwater Management Act (SGMA) requirements and what has been completed so far in the Santa Ynez River Basin (Basin) including the creation of the three Groundwater Sustainability Agencies (GSAs) in the Basin (EMA, CMA, EMA), securing Department of Water Resources (DWR) Prop. 1 Grant (Grant) funding, hiring Consultants, coordinating efforts between the eight agencies participating in the three GSAs, and establishing a Citizen Advisory Group (CAG) in each of the Management Areas of the Basin.

IV. Additions or Deletions, if any, to the Agenda

GSA Committee Member Marymee requested an addition to the Agenda as Item IX.a. Citizen Advisory Group (CAG) Update Report. GSA Committee Member Joos made a MOTION to add Item IX.a. Citizen Advisory Group (CAG) Update Report to the Agenda. GSA Committee Member Waite seconded the motion and it passed unanimously.

V. Public Comment

Ms. Nancy Emerson of WeWatch, announced WeWatch is co-hosting a forum with the Citizens Planning Association on March 5, 2020 from 7-9 pm at St. Mark's Church, regarding climate change and water issues in the Santa Ynez Valley. A number of speakers will participate on the panel including Mr. Buelow, who will speak about groundwater issues relating to climate change in the Santa Ynez Valley.

VI. Review and Approve Minutes

Mr. Buelow submitted the minutes of the meeting of October 24, 2019 for GSA Committee approval. GSA Committee Member Marymee suggested an amendment to item XIV specifying his request made about SkyTEM flyover work to include "and explore cost avoidance opportunities". GSA Committee Member Waite made a MOTION to approve the minutes of October 24, 2019 as AMENDED. GSA Committee Member Joos seconded the motion and it passed unanimously.

VII. Receive EMA GSA Financial update and approve EMA Warrant List

The GSA Committee reviewed the financial reports of FY 2019-20 Periods 1 through 6 (through December 31, 2019) and the Quarterly Warrants List for October through December 2019 (item #1003).

Alternate GSA Committee Member Diethofer made a MOTION to approve the warrant lists and financial reports as submitted (item #1003). GSA Committee Member Waite seconded the motion and it passed unanimously.

VIII. Receive update on Intra-Basin Administrative Agreement

Mr. Buelow gave an update on the Intra-Basin Administrative Agreement for Implementation of the Sustainable Groundwater Management Act in the Santa Ynez River Valley Groundwater Basin (Agreement) stating that it had been endorsed by all

three GSAs and adopted by all eight GSA Member Agencies in the Basin. The last agency adopted the Agreement on February 26, 2020.

IX. Receive Draft Final Communication and Engagement Plan and Draft Final Data Management Plan

Mr. Buelow presented the Final Draft Communication and Engagement Plan and Final Draft Data Management Plan. He reported that both plans have gone through a public review and comment process, as required by SGMA. The CAG reviewed both plans and submitted written comments. Consultants received the public comments and revised the plans. He reported that changes can still be made at the direction of the EMA GSA Committee prior to the January 2022 GSP submission. At that time, if no changes are made, the Final Draft Plans will become Final.

a. Receive Update from EMA CAG

Ms. Gaye Infanti, EMA CAG member, presented a Memorandum summarizing the EMA CAG recommendations for the Data Management Plan stemming from the EMA CAG meeting of January 20, 2020. Mr. Buelow thanked all members of the EMA CAG for their input and productive use of time. Public comment, GSA Committee questions and discussion followed.

X. Receive update from Consultant on EMA GSP activities

Mr. Matt Young from the Santa Barbara County Water Agency announced that on February 25, 2020, Supervisor Hartmann and the Santa Barbara County Board of Supervisors approved the contract to conduct a SkyTEM survey in the EMA which will likely happen in possibly late Spring or early Summer 2020. He stated that the County will do extensive outreach to address public concerns.

Mr. Tim Nicely (GSI Water Solutions) provided a technical presentation of the Hydrogeological Conceptual Model (HCM) development process, including an update on deliverables, ongoing activities, and next steps to create a SGMA compliant GSP for the EMA GSA.

Public comment, GSA Committee Member, consultant and staff discussion followed.

Ms. Jeanette Lombardo, private business owner of Ventura County-based American Agri-Women, inquired about whether a Technical Memorandum providing details on the data used to create the HCM would be prepared so she can review the sources of data. Mr. Young reported that GSI Water Solutions is not contracted to create a separate Technical Memo on the data sources used to create the HCM. However, a reference list will be part of the Groundwater Sustainability Plan and a draft list can be shared now.

Ms. Lombardo voiced concern about SkyTEM overflight and legality regarding private airspace over privately-owned land. She referred to a 2016 Supreme Court case

and requested understanding of flight path, property right issues, and the potential for property owners to opt-out. She reported that earlier today, Mr. Young advised her via email that the Santa Barbara County Counsel will look into it and advise.

GSA Committee Member Marymee thanked Mr. Nicely and the GSI Water Solution team for a thorough presentation. Mr. Curtis Lawler, Stetson Engineers (via phone) reported that Stetson Engineers has been hired by the EMA GSA to coordinate technical assumptions among the contractors in the different management areas of the Basin and that coordination is going well. No action was needed or taken by the GSA Committee.

XI. Next EMA GSA Meeting: Thursday, May 21, 2020, 6:30 PM, at the City of Solvang City Council Chambers, 1644 Oak Street, Solvang, CA

Mr. Buelow stated the next EMA GSA Committee Meeting will be Thursday, May 21, 2020, 6:30 PM, at the City of Solvang City Council Chambers, 1644 Oak Street, Solvang, CA.

XII. EMA GSA Committee requests and comments

GSA Committee Member Marymee asked if all invoices and Member Agency funding requests are being paid in a timely manner. Mr. Buelow reported that Member Agency contribution requests were recently sent out to the Member Agencies. All invoices for work in the EMA GSA received to date have been paid.

GSA Committee Member Marymee asked if there is a governance model to follow once the GSP is submitted. Mr. Buelow reported there is much work needed to create a governance model. Once the GSP is submitted in January 2022, DWR expects the GSP to be implemented immediately. At that time, the financial responsibility will likely shift from the current group of Member Agencies to a new entity who will take over governance and financial responsibility for implementing the GSP.

XIII. Adjournment

There being no further business, GSA Committee Member Waite made a MOTION to adjourn the meeting at 7:55 p.m. GSA Committee Member Joos seconded. The motion passed unanimously.

Brett Marymee, Chairman

William J Buelow, Secretary

SYRWCD EMA
BALANCE SHEET
MARCH 31, 2020

Assets

Current Assets

Rabobank #5843

\$13,275.29

TOTAL Current Assets

13,275.29

TOTAL Assets

\$13,275.29

Liabilities AND Equity

TOTAL Liabilities

.00

Net Position

RETAINED EARNINGS - PRIOR

2,795.97

Retained Earnings-Current Year

10,479.32

TOTAL Net Position

13,275.29

TOTAL Liabilities AND Equity

\$13,275.29

SYRWCD EMA
INCOME STATEMENT
FOR THE 9 PERIODS ENDED MARCH 31, 2020

	QUARTER TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
Revenue:				
Revenue				
Operating Assessments	\$24,836.39	100.0 %	25,175.22	100.0
TOTAL Revenue	24,836.39	100.0	25,175.22	100.0
TOTAL Revenue	24,836.39	100.0	25,175.22	100.0
Gross Profit	24,836.39	100.0	25,175.22	100.0
Expenses:				
Operating Expenses				
Outside Staff Support	.00	.0	300.00	1.2
TOTAL Operating Expenses	.00	.0	300.00	1.2
Consultants				
General Consultant	.00	.0	188.83	.8
Basin Coordination	4,017.18	16.2	14,207.07	56.4
TOTAL Consultants	4,017.18	16.2	14,395.90	57.2
TOTAL Expenses	4,017.18	16.2	14,695.90	58.4
Net Income from Operations	20,819.21	83.8	10,479.32	41.6
Earnings before Income Tax	20,819.21	83.8	10,479.32	41.6
Net Income (Loss)	\$20,819.21	83.8 %	10,479.32	41.6

**GROUNDWATER SUSTAINABILITY AGENCY FOR THE EASTERN MANAGEMENT AREA (EMA)
IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN**

JANUARY 2020 WARRANT LIST FOR COMMITTEE APPROVAL

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1004	01/30/20	Stetson Engineers	Oct., Nov., Dec. 2019 Engineering Service (Task Order #1 - Basin Coordination)	\$ 10,013.24
1005	01/30/20	Santa Ynez River Water Conservation District	Stetson Engineers - Aug 2019 Engineering Service (Basin Coordination)	\$ 176.65
1006	01/30/20	Valley Bookkeeping	FY 2019-20 1st & 2nd Qtr Bookkeeping (July-Dec 2019)	\$ 300.00
TOTAL				\$ 10,489.89

FEBRUARY 2020 WARRANT LIST FOR COMMITTEE APPROVAL

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

MARCH 2020 WARRANT LIST FOR COMMITTEE APPROVAL

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1007	03/25/20	Stetson Engineers	Jan. 2020 Engineering Service (Task Order #1 - Basin Coordination)	\$ 4,017.18
TOTAL				\$ 4,017.18

TOTAL THIS QUARTER: \$ 14,507.07

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into effective July 1, 2019 ("Effective Date") by and between the Santa Ynez River Water Conservation District ("SYRWCD"), the Santa Barbara County Water Agency ("County Water Agency"), the Santa Ynez River Water Conservation District, Improvement District No.1 ("ID No.1"), and the City of Solvang, ("City"), referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, the Parties respectively overlie all or portions of the Santa Ynez River Valley Groundwater Basin, designated by California Department of Water Resources ("DWR") Bulletin 118 as Groundwater Basin Number 3-15 (the "Basin"); and

WHEREAS, the Basin has been designated by DWR as a medium priority basin for purposes of the Sustainable Groundwater Management Act ("SGMA") and, accordingly, the Basin is subject to the requirements of SGMA; and

WHEREAS, the Parties previously entered the "Memorandum of Agreement for Formation of a Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Valley Groundwater Basin under the Sustainable Groundwater Management Act" (the "MOA"), effective April 27, 2017, wherein, among other things, the Parties established a Groundwater Sustainability Agency ("GSA") for the Eastern Management Area ("EMA") of the Basin pursuant to SGMA, and where the Parties are coordinating and cooperating by and through the GSA to implement the requirements of SGMA for the EMA and the Basin; and

WHEREAS, in various instances, historically and currently, issues have been raised by members of the public and other stakeholders with regard to the quantity, quality, and other aspects of groundwater and water resource management in the Basin area; and

WHEREAS, the Parties desire to discuss issues that are of common interest to the Parties relating to compliance with the requirements of SGMA and related surface and groundwater issues in the EMA and Basin area (collectively, "SGMA Issues"); and

WHEREAS, the Parties recognize that legal and/or administrative proceedings could arise under the SGMA process that could involve all or some of the Parties (collectively, "Proceedings"); and

WHEREAS, notwithstanding other agreements that may exist, the Parties intend for this Agreement to provide additional and separate rights, privileges, and protections as between the Parties with respect to the SGMA Issues and the Proceedings as set forth in this Agreement; and

WHEREAS, after independent consultation with their respective legal counsel, the Parties believe that certain communications regarding the SGMA Issues and the Proceedings should remain confidential and privileged, and that, while the Parties may have separate interests in the SGMA Issues and the Proceedings, they have significant common interests in sharing certain legal analyses, administrative draft materials, deliberative work product, and other information relating to the SGMA Issues and/or the Proceedings. The confidential and privileged communications and disclosures made under this Agreement are made in advancement of this common interest, and the Parties anticipate that

they would assert one or more common defenses and/or legal arguments in connection with the SGMA Issues and the Proceedings; and

WHEREAS, the Parties believe that their common interests are best served by confidentially sharing certain communications, information, and materials related to the SGMA Issues and/or the Proceedings which, independent of this Agreement, would be protected from disclosure to third-parties pursuant to the attorney-client privilege, attorney work product privilege, common defense doctrine, joint defense doctrine, common interest doctrine, the California Public Records Act, and/or other applicable privileges, confidentiality, exemptions, rules, doctrines and provisions of law (collectively, the "Privileges and Protections"), which materials may include, but are not limited to, legal analyses, legal research, administrative draft materials, and deliberative work product (collectively "Confidential Materials"); and

WHEREAS, the Parties desire to maintain applicable Privileges and Protections with respect to Confidential Materials and ensure that exchanges and disclosures of Confidential Materials between the Parties do not, by virtue of such exchanges or disclosures pursuant to this Agreement, waive any applicable Privileges and Protections.

NOW, THEREFORE, the Parties agree as follows:

1. The Recitals set forth above are incorporated as part of this Agreement.
2. In accordance with this Agreement, the Parties agree that Confidential Materials may be exchanged and disclosed between and among themselves to further their common interests. Such exchanges and disclosures ordinarily would not be made but for the confidentiality established by this Agreement and the advancement of the common interests and legal representation of the Parties. It is the mutual understanding of the Parties and their respective legal counsel that such exchanges or disclosures are not intended to diminish and shall not diminish in any way the Privileges and Protections to which the Confidential Materials are entitled. As further provided herein, this Agreement and its contents shall constitute Confidential Materials and shall remain confidential and privileged in accordance with the protections of this Agreement, except as required under Section 14 of this Agreement.

3. A Party's participation in this Agreement and any previous and subsequent sharing of Confidential Materials with any other Party shall in no way be construed as a waiver of any applicable Privileges and Protections that may be asserted individually by a Party, either pursuant to or independent of this Agreement.

4. Each Party expects that Confidential Materials exchanged or disclosed pursuant to this Agreement will remain fully confidential, privileged, and protected in accordance with this Agreement. Thus, the sharing of Confidential Materials pursuant to this Agreement does not waive any applicable Privileges and Protections that may be asserted individually by a Party, either pursuant to or independent of this Agreement. The Parties agree that Confidential Materials exchanged or disclosed under the terms of this Agreement will not be further disclosed to any non-Party, except as provided by this Agreement or as required by law.

5. Notwithstanding the general provisions of Government Code section 6254.5, no Party that discloses Confidential Materials pursuant to this Agreement intends to waive any privileges, protections, or other exemptions from disclosure of public records that are otherwise available under

the California Public Records Act. Pursuant to Government Code section 6254.5(e), each Party intends that all materials disclosed in accordance with this Agreement are to be treated as and shall remain confidential between the Parties, and shall not be considered or deemed public records subject to disclosure by any of the Parties under the Public Records Act, except as provided by this Agreement or otherwise required by law. The Parties recognize and agree that the protections of confidentiality and the information and materials shared confidentially pursuant to Section 6254.5(e) and this Agreement may be broader than other privileges and protections covered by this Agreement. For purposes of Section 6254.5(e), persons within ID No.1 that are authorized to obtain information confidentially exchanged under this Agreement include members of the Board of Trustees, the General Manager, the Assistant General Manager, the Water Resources Manager, the Government Affairs and Policy Manager, the ID No.1 Engineer, ID No.1's legal counsel, and consultant(s) retained by ID No.1 or ID No.1's legal counsel in connection with the SGMA Issues and/or the Proceedings. For purposes of section 6254.5(e), persons within the Parent District that are authorized to obtain information confidentially exchanged under this Agreement include members of the Board of Directors, the General Manager, the Groundwater Program Manager, the Parent District's legal counsel, and consultant(s) retained by the Parent District or the Parent District's legal counsel in connection with the SGMA Issues and/or the Proceedings. For purposes of section 6254.5(e), persons within the County Water Agency that are authorized to obtain information confidentially exchanged under this Agreement include members of the Santa Barbara County Water Agency Board of Directors, the Public Works Director, the Deputy Public Works Director – Water Resources, the County Water Agency Manager, the Water Resources Program Manager, County Counsel, and consultant(s) retained by the County Water Agency in connection with the SGMA Issues and/or the Proceedings. For purposes of section 6254.5(e), persons within the City that are authorized to obtain information confidentially exchanged under this Agreement include members of the City Council, the City Manager, the City Attorney, the Public Works Director, the Water Division Supervisor, and the City's legal or professional consultant(s) retained by the City in connection with the SGMA Issues and/or the Proceedings. If at any time any Party receives a request for production of documents pursuant to the Public Records Act that seeks any materials provided or received by the Party pursuant to this Agreement, such Party shall promptly notify the other Parties, and the Parties and their respective legal counsel shall coordinate and cooperate in good faith to formulate a determination and response to the Public Records Act request in accordance with applicable law and this Agreement.

6. Any Party providing written Confidential Materials pursuant to this Agreement should, but need not, take reasonable steps to identify itself as the producing Party by including its initials or name on the Confidential Materials, and clearly mark "Administrative Draft" and/or "Confidential and Privileged" on the face of any exchanged Confidential Materials.

7. Except as otherwise expressly provided by this Agreement, no Party shall disclose Confidential Materials received from any other Party under this Agreement to any non-Party without the written consent of each Party that may be entitled to claim any privilege or protection with respect to such materials. Any unauthorized disclosure of any Confidential Materials to any non-Party shall not constitute a waiver of any applicable confidentiality, privilege, protection, defense, or exemption from disclosure. Nothing in this Agreement, however, prohibits any Party from using or disclosing information or materials without the consent of any other Party to the extent such information or materials are available in the public forum or otherwise obtained independently of this Agreement and without violation of this Agreement.

8. Each Party shall take all reasonable steps necessary to permit and protect the assertion of all applicable Privileges and Protections with respect to Confidential Materials. Each Party agrees

that it has no right to waive any Privileges and Protections held by any other Party. A Party compelled by law to disclose information that is otherwise intended to be protected from disclosure under this Agreement shall provide (1) immediate and advance written notice to the other Parties and their respective legal counsel prior to any such disclosure, and (2) reasonable opportunity for the other Parties to oppose and prevent such disclosure.

9. Any inadvertent disclosure of Confidential Materials by any Party shall not constitute a waiver of any Privileges and Protections provided by applicable law and this Agreement, and any Party that inadvertently discloses any Confidential Materials shall (1) immediately provide written notice to the other Parties and their respective legal counsel, and (2) immediately demand in writing the return of the Confidential Materials inadvertently disclosed.

10. Nothing in this Agreement is intended to (1) limit or prohibit any Party from using or developing for its own use, any information, technical, legal, or other work product, to be used for any purpose, (2) preclude any Party from communicating confidentially with its own legal counsel, consultants, or experts, (3) require any Party or its legal counsel, consultants, or experts to share any independently generated privileged or confidential information, communication, documentation, or work product, or (4) limit or constrain the use by any Party of information that was prepared solely by that Party, its legal counsel, consultants, or experts in a context unrelated to this Agreement. This Agreement does not require a Party to disclose Confidential Materials or other information to another Party. Each Party retains full discretion as to what Confidential Materials, if any, it discloses through this Agreement. Any disclosing Party that has disclosed Confidential Materials to a receiving Party under this Agreement may request in writing for the return of Confidential Materials, in which case such materials shall be returned to the disclosing Party within a reasonable time and without being copied or otherwise reproduced in any way by the receiving Party.

11. Each Party extends the following waivers to the other Parties and their respective legal counsel: (A) the fact that legal counsel, consultants, or experts for a Party may advise and assist another Party in relation to this Agreement shall not be used as a basis for seeking to disqualify such legal counsel, consultants, or experts from representing a Party in connection with the SGMA Issues, the Proceedings, or any other present or future matter(s), and each Party hereby waives the right to object to, or seek disqualification of, legal counsel, consultants, or experts for the other Parties from continued representation of their respective client by reason of having shared or received Confidential Materials under this Agreement; and (B) legal counsel for a Party shall not be disqualified from examining another Party, or its consultant(s) or expert(s) who testifies at any proceeding simply and solely because of such legal counsel's participation in relation to this Agreement.

12. Nothing in this Agreement, nor the Agreement itself, creates an attorney-client relationship or a duty of loyalty between any attorney and anyone other than the client of that attorney, and no such relationship will be deemed to arise by implication as a result of this Agreement and/or the resulting exchanges of Confidential Materials. This Agreement simply serves to create a duty of confidentiality between the Parties regarding Confidential Materials exchanged pursuant to this Agreement. Each Party shall be free and reserves all rights to maintain separate positions, to obtain additional information or material, and to independently represent their individual interests as they may see such interests without restriction or impairment by this Agreement.

13. Except as otherwise provided in this Agreement, this Agreement shall remain in full force and effect until such time as the Parties agree in writing to terminate the Agreement. Any Party may elect to withdraw from this Agreement. In the event of such withdrawal (1) the withdrawing Party shall provide ten (10) days advance written notification to the other Parties and their respective legal counsel, (2) within thirty (30) days of providing written notice of withdrawal, the withdrawing Party shall return any and all Confidential Materials in its possession that have been provided by any of the other Parties or their respective legal counsel, including any and all materials received by the withdrawing Party after a withdrawing event, and (3) upon the return of all Confidential Materials, this Agreement shall no longer be operative as to a withdrawing Party; provided, however, that upon a withdrawing event or upon termination of this Agreement, all Parties and their respective legal counsel shall remain subject to an ongoing and enforceable obligation to protect, in accordance with the terms of this Agreement, all previous disclosures of Confidential Materials and all Confidential Materials that are not returned by or to any Party as provided herein.

14. Nothing in this Agreement is designed to suppress non-privileged information that would otherwise be disclosable or to violate public policy.

15. The Parties hereto acknowledge and agree that the rights, privileges and interests to be protected by this Agreement are unique, that violation of this Agreement would result in irreparable harm and injury, and that no adequate remedy is available at law for a breach of this Agreement. In addition to any other remedies available, specific performance of this Agreement may be ordered or a breach hereof may be enjoined, or both. This Agreement shall be construed in accordance with the laws of the State of California.

16. Each Party shall be responsible for payment of all fees and expenses incurred by its respective legal counsel, consultants, experts, contractors, and other agents, it being understood and acknowledged by the Parties that no Party will have any obligations to pay or contribute to the fees or expenses incurred by any other Party in relation to activities under this Agreement, unless otherwise agreed upon in writing.

17. No Party, nor its respective elected officials, officers, employees, consultants, experts, contractors, legal counsel, or other agents shall be responsible for any damage or liability occurring by reason of this Agreement be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party or its respective elected officials, officers, employees, consultants, experts, contractors, legal counsel, or other agents under or in connection with this Agreement.

18. This Agreement may be executed in counterparts (including verifiable facsimile and electronic formats), each of which shall be deemed a binding original, and all of which taken together shall constitute one and the same Agreement.

19. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be fully operative, to the extent possible.

20. No amendment, modification, assignment, or waiver of this Agreement shall be binding unless made in writing and signed by the Parties and their respective legal counsel.

21. This Agreement is binding upon the successors and assigns of each of the Parties.

22. Each Party to this Agreement represents and warrants that its signatory to this Agreement has the authority to bind that Party.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date.

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
("PARENT DISTRICT")

By: 
Kevin Walsh, General Manager

APPROVED AS TO FORM:

YOUNG WOOLDRIDGE, LLP

By: 
Steve Torrigiani, General Counsel for Parent District

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board of Directors
of the Santa Barbara County Water Agency

ACCEPTED AND AGREED:
SANTA BARBARA COUNTY WATER AGENCY

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy

By: _____
Gregg Hart, Chair, Board of Directors

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____

22. Each Party to this Agreement represents and warrants that its signatory to this Agreement has the authority to bind that Party.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date.

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
("PARENT DISTRICT")

By: Kevin Walsh, General Manager

APPROVED AS TO FORM:
YOUNG WOOLDRIDGE, LLP

By: Steve Torigiani, General Counsel for Parent District

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board of Directors
of the Santa Barbara County Water Agency

By: Shala Chacona
Deputy

By: Gregg Hagg
Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Annex A. Hantley
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: Deborah DeBelle

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO. 1 ("ID NO.1")

By: Paceter Garcia, General Manager

APPROVED AS TO FORM:

BROWNSTEIN HYATT FARBER SCHRECK

By: Gary Nistad, General Counsel for ID No.1

CITY OF SOLVANG ("CITY")

By: Xenia Bradford, Acting City Manager

APPROVED AS TO FORM:

PRICE, POSTEL & PARMA LLP

By: Chip Wullbrandt, City Attorney for City of Solvang

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO. 1 ("ID NO.1")

By: _____
Paceter Garcia, General Manager

APPROVED AS TO FORM:

BROWNSTEIN HYATT FARBER SCHRECK

By: _____
Gary Kvistad, General Counsel for ID No.1

CITY OF SOLVANG ("CITY")

By: _____

Xenia Bradford, City Manager

APPROVED AS TO FORM:

PRICE, POSTEL & PARMA LLP

By: _____

Chip Wullbrandt, City Attorney

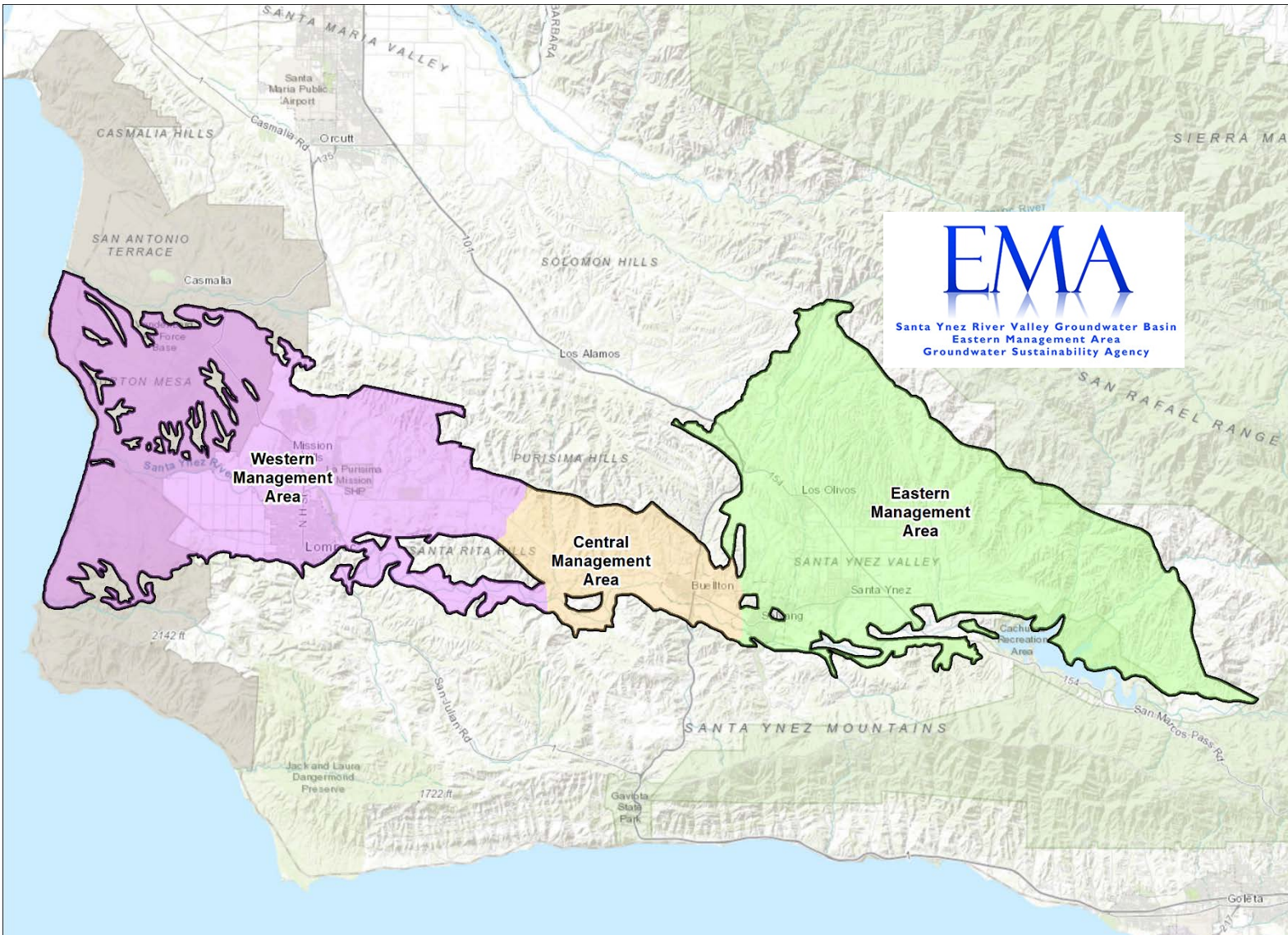


Santa Ynez River Valley Groundwater Basin
Eastern Management Area
Groundwater Sustainability Agency

Groundwater Sustainability Plan

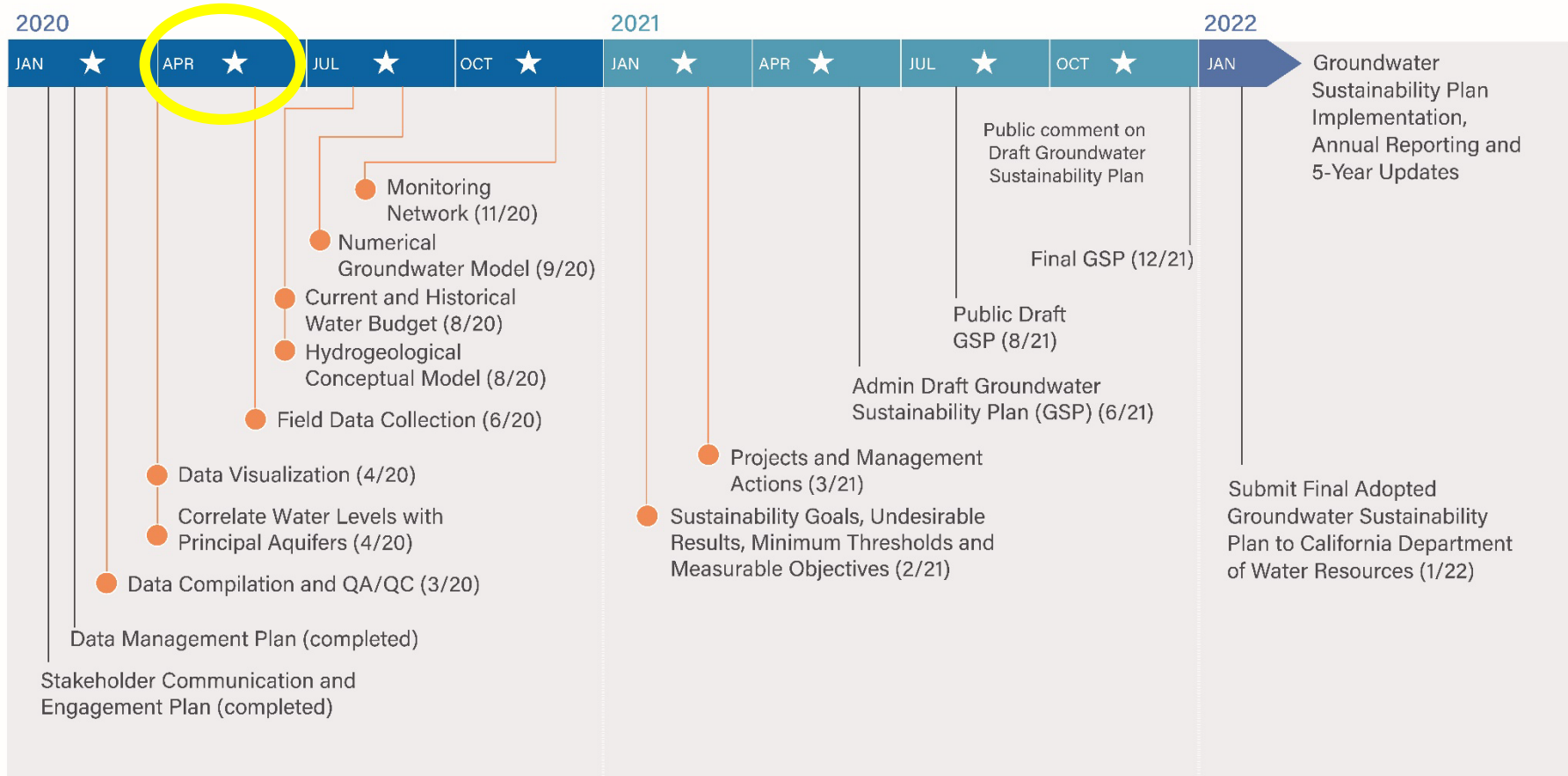
Status Update





Santa Ynez River Valley Groundwater Basin

GROUNDWATER SUSTAINABILITY PLAN DEVELOPMENT MILESTONES



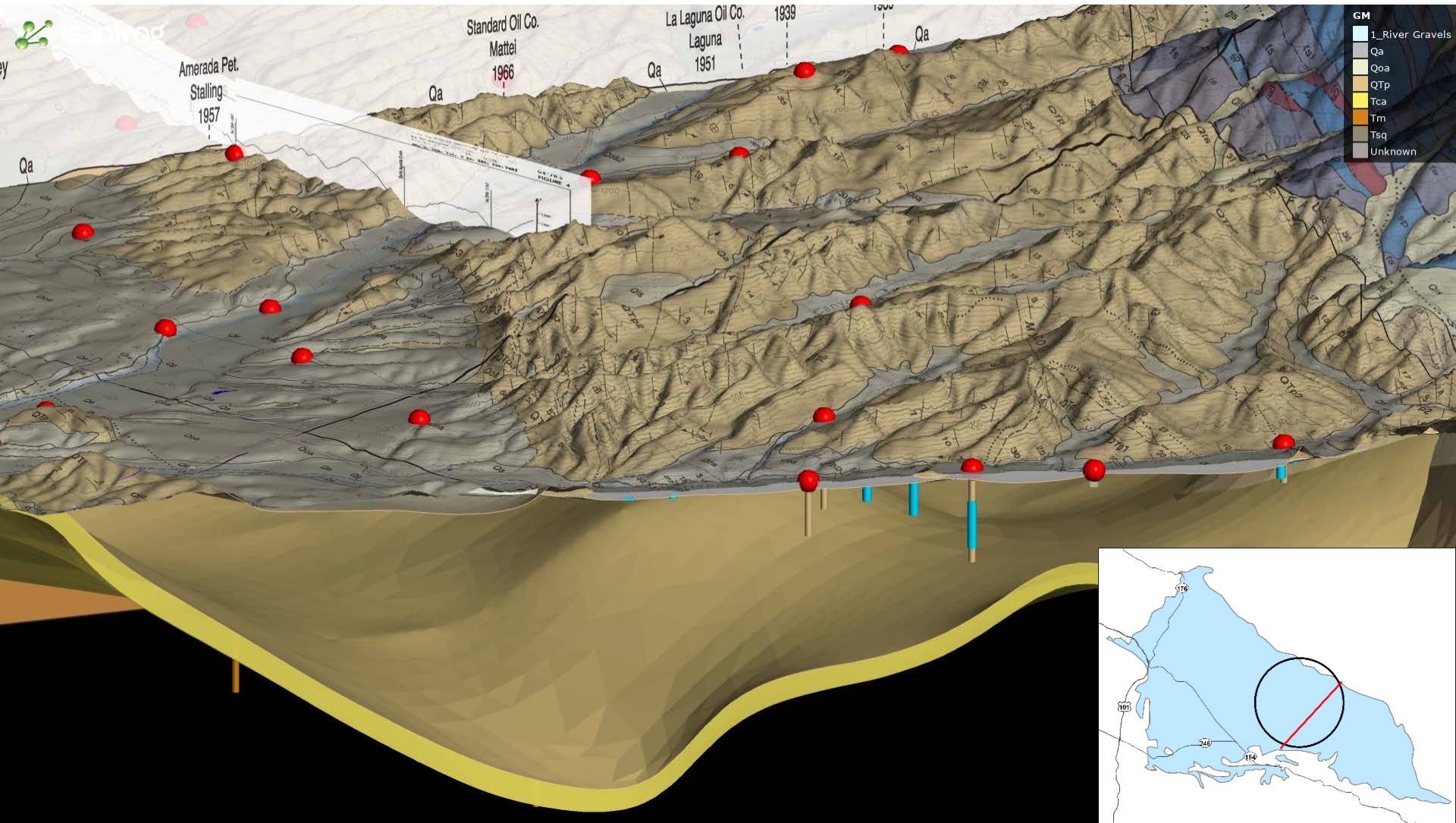
Completed

- ✓ Geologic model
- ✓ Data compilation
- ✓ Well elevation survey

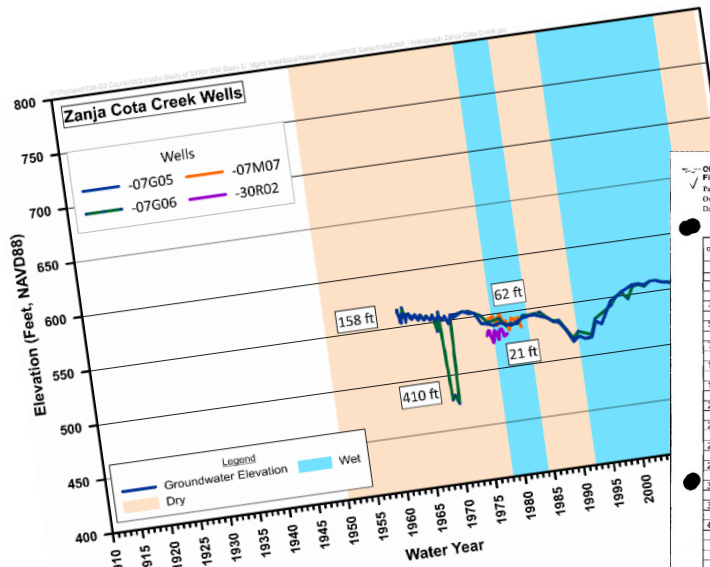
Collaboration with
WMA and CMA throughout

In Progress

Data Management System
Hydrogeologic Conceptual Model
Numerical model
Aquifer testing
Water quality testing
Geophysics



Completed: Geologic model



WELL COMPLETION REPORT
 STATE OF CALIFORNIA
 Date of Report: 7/24/00
 Well No.: 538882
 Local Permit Agency: SB County Environmental Health
 Permit No.: 0101223

WELL LOG

DEPTH (FEET)	DESCRIPTION	WELL LOG
0 - 35	Gravel Formation	
35 - 50	Brown Clay, Small Gravel	
50 - 72	With Brown Sand Fine Brown Sand With Some Gravel	
72 - 164	Brown Clay, Large Gravel	
164 - 179	Brown Clay, Some Light Brown Sand	
179 - 228	Brown Clay, Some Large Gravel	
228 - 263	Brown Clay, Brown Sand, Some Small Gravel	
263 - 275	Small Gravel, Brown Sand, Strata of Brown Clay	
275 - 290	Large Gravel, Brown Sand, Some Brown Clay	
290 - 366	Brown Clay And Some Brown Sand	
366 - 398	Large Gravel, Fine Brown Sand, Very Little Brown Clay	
398 - 408	Gray Clay And Fine Brown Sand	
408 - 481	White Clay with some fine sand	

ANNULAR MATERIAL

DEPTH FROM SURFACE (FEET)	TYPE
0 - 50	6-Sack Cement

ATTACHMENTS
 - Ground Log
 - Well Construction Diagram
 - Well Owner's Log
 - Well Owner's Analysis

CERTIFICATION STATEMENT
 I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.
 Name: Floyd V. Wells, Inc.
 1317 N. Batesville, Santa Maria, CA 93455
 Phone: (805) 927-2370
 Signature: [Signature]
 Date: 7/24/00

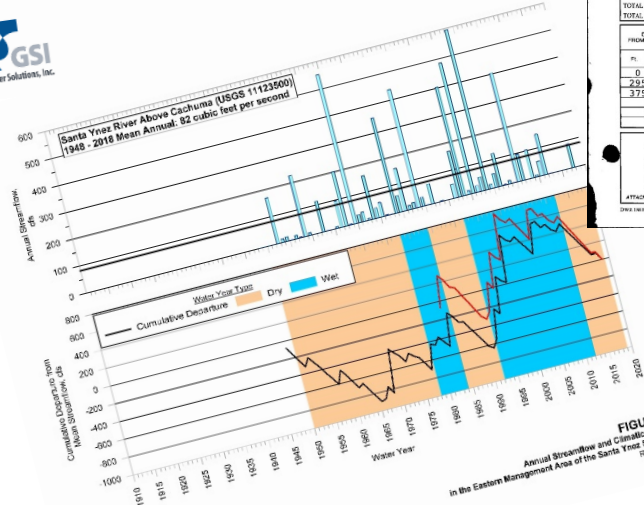
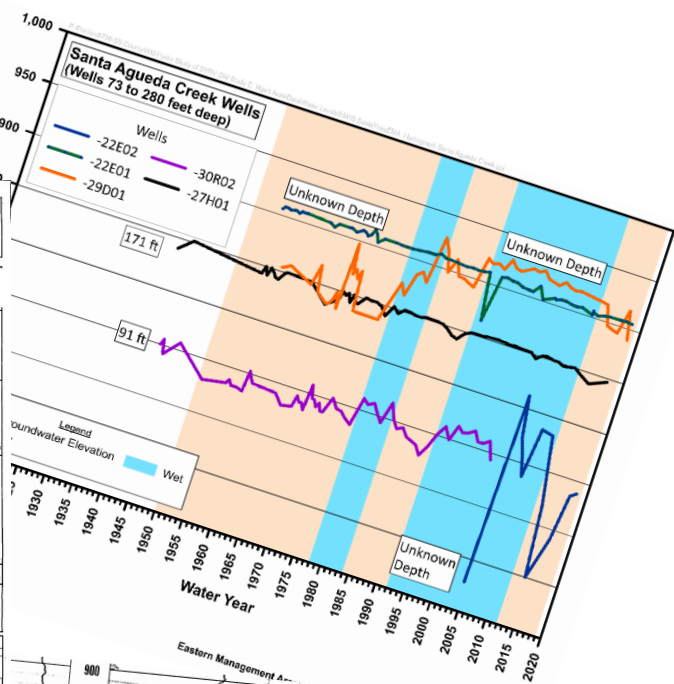
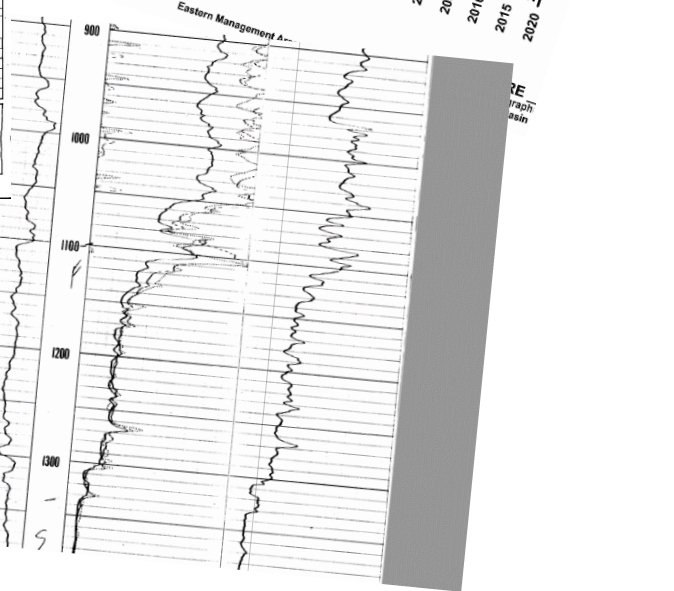


FIGURE 2
 Annual Streamflow and Climatic Periods
 in the Eastern Management Area of the Santa Ynez Subbasin
 Report Tab

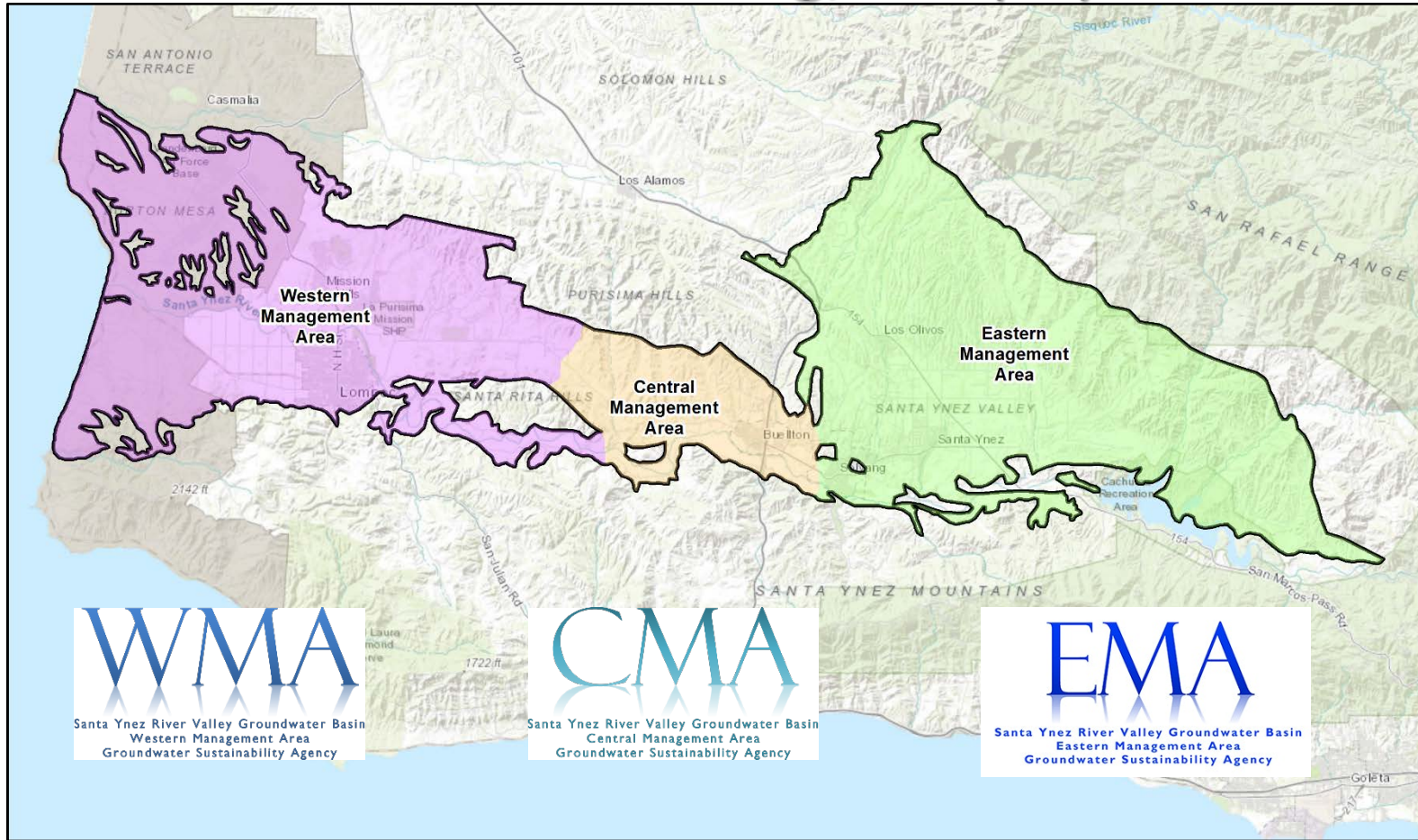


Completed: Data compilation



Completed: Well elevation survey

Geology, Hydrogeologic Conceptual Model, Numerical Modeling, Geophysics



In Progress: Collaboration

Santa Ynez Eastern Management Area DMS

Sign In

Username

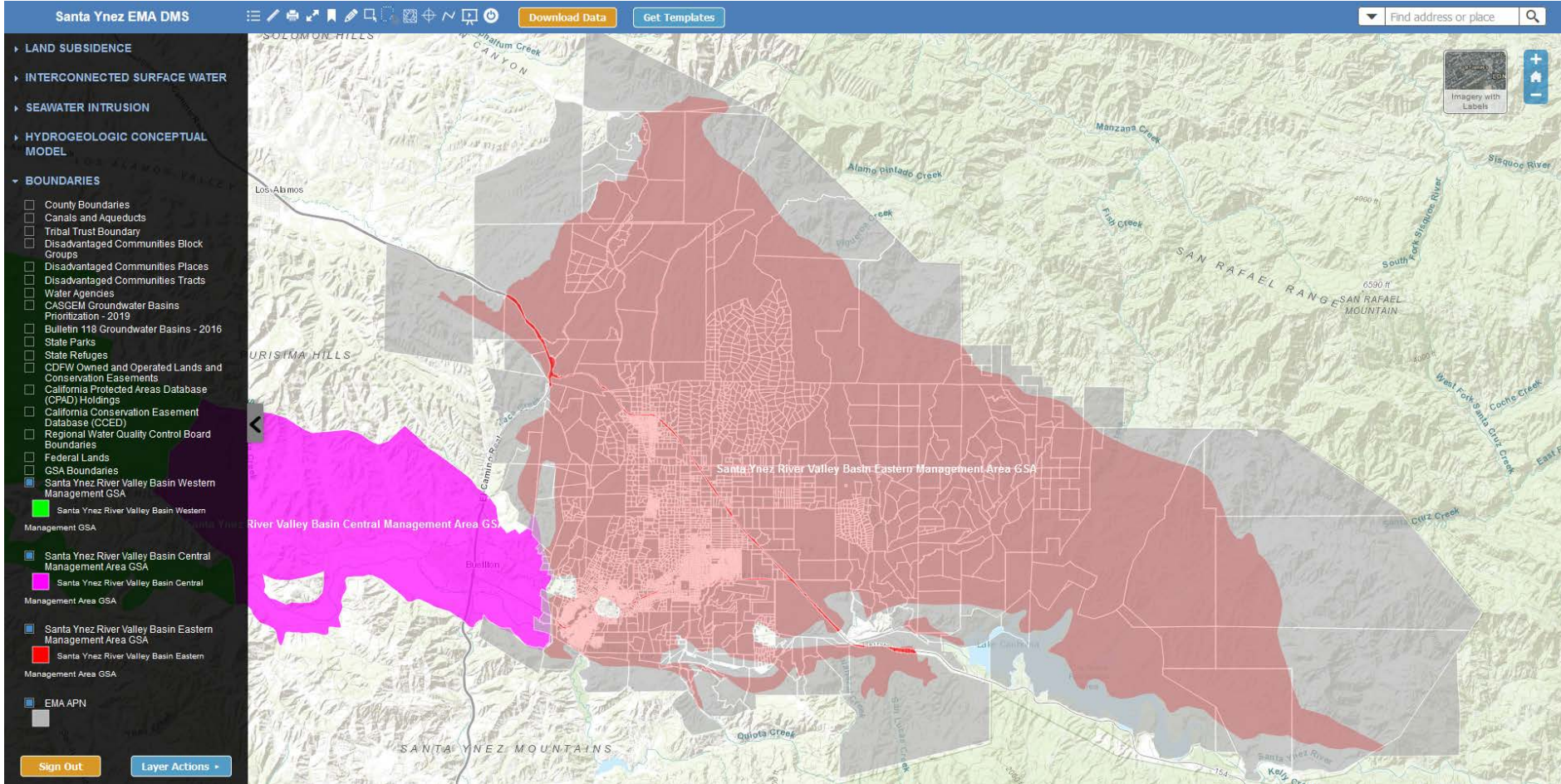
Password

[Sign In](#)

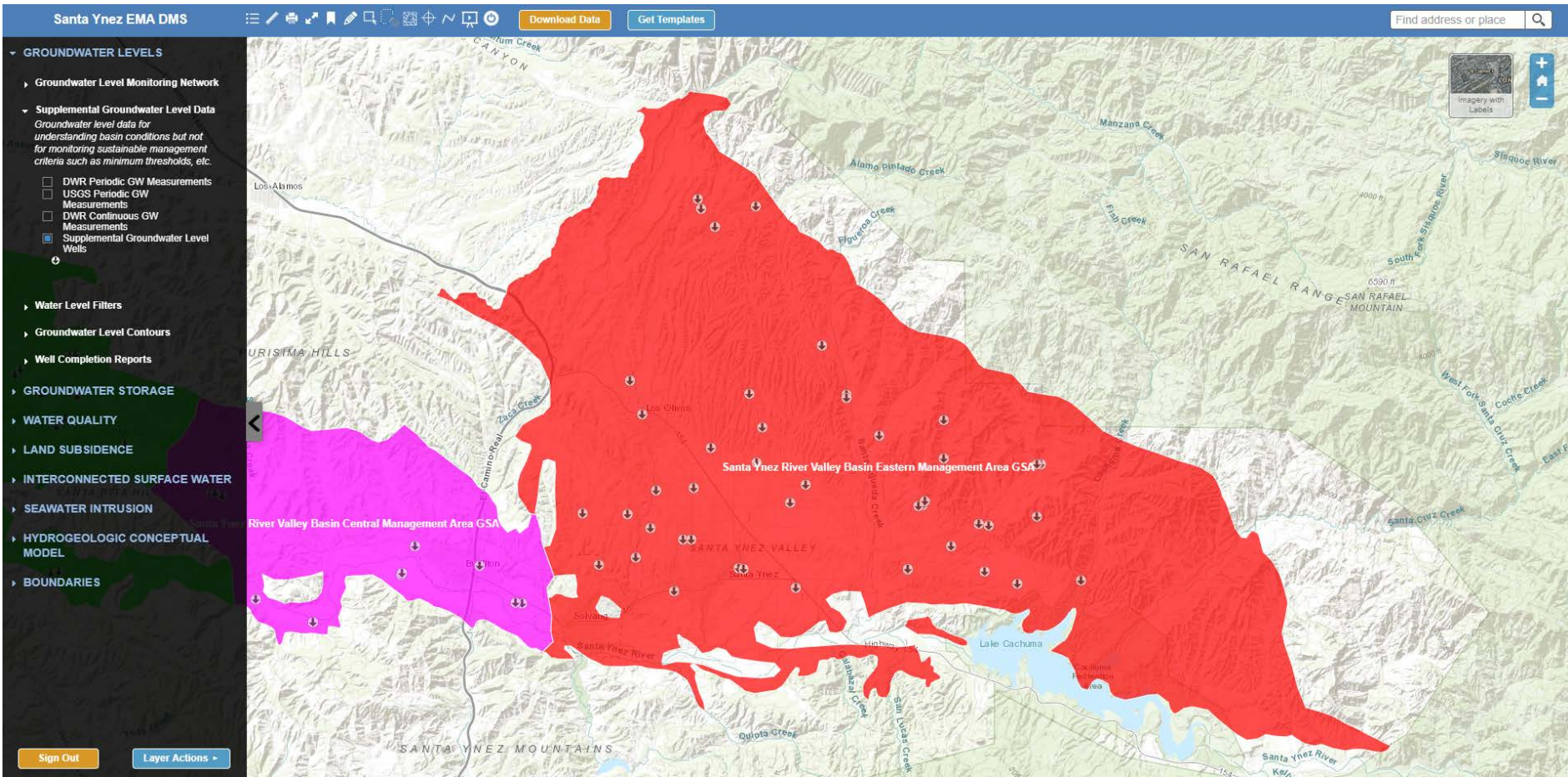
[Reset Password](#)

Data management system (DMS) for information relevant to implementation of the Sustainable Groundwater Management Act (SGMA) in the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin.
Sign in required - public version in development.

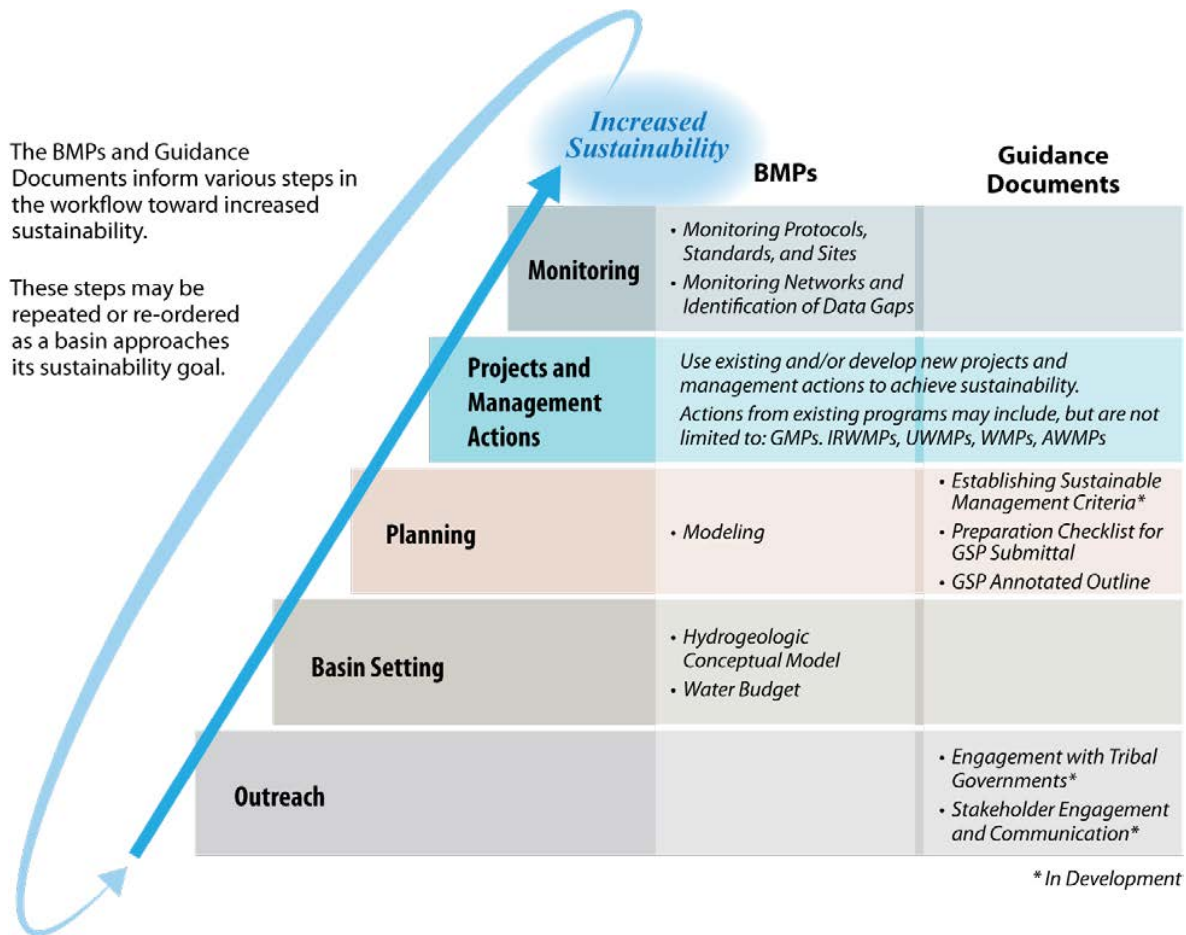
In progress: Data Management System



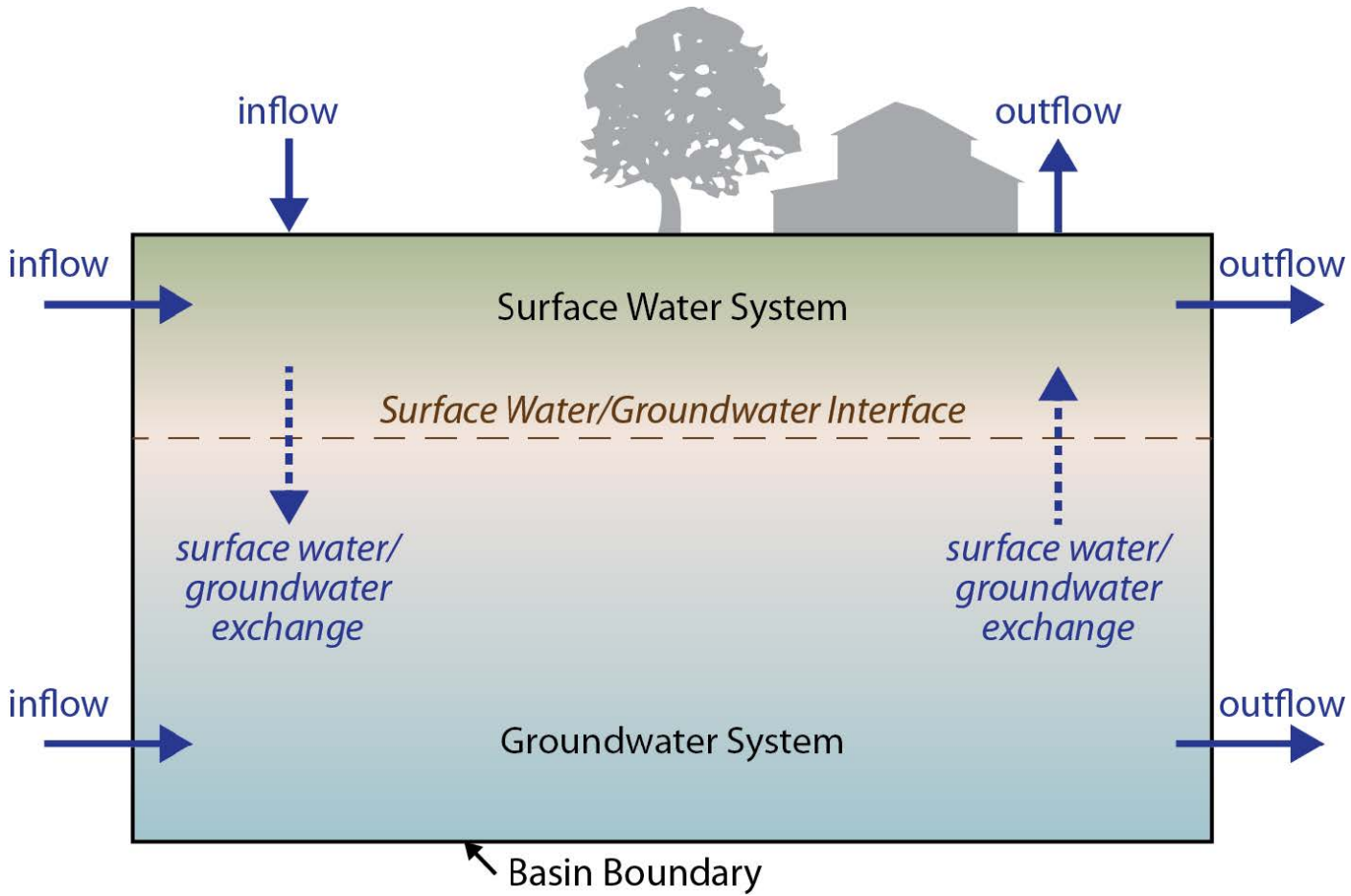
In progress: Data Management System



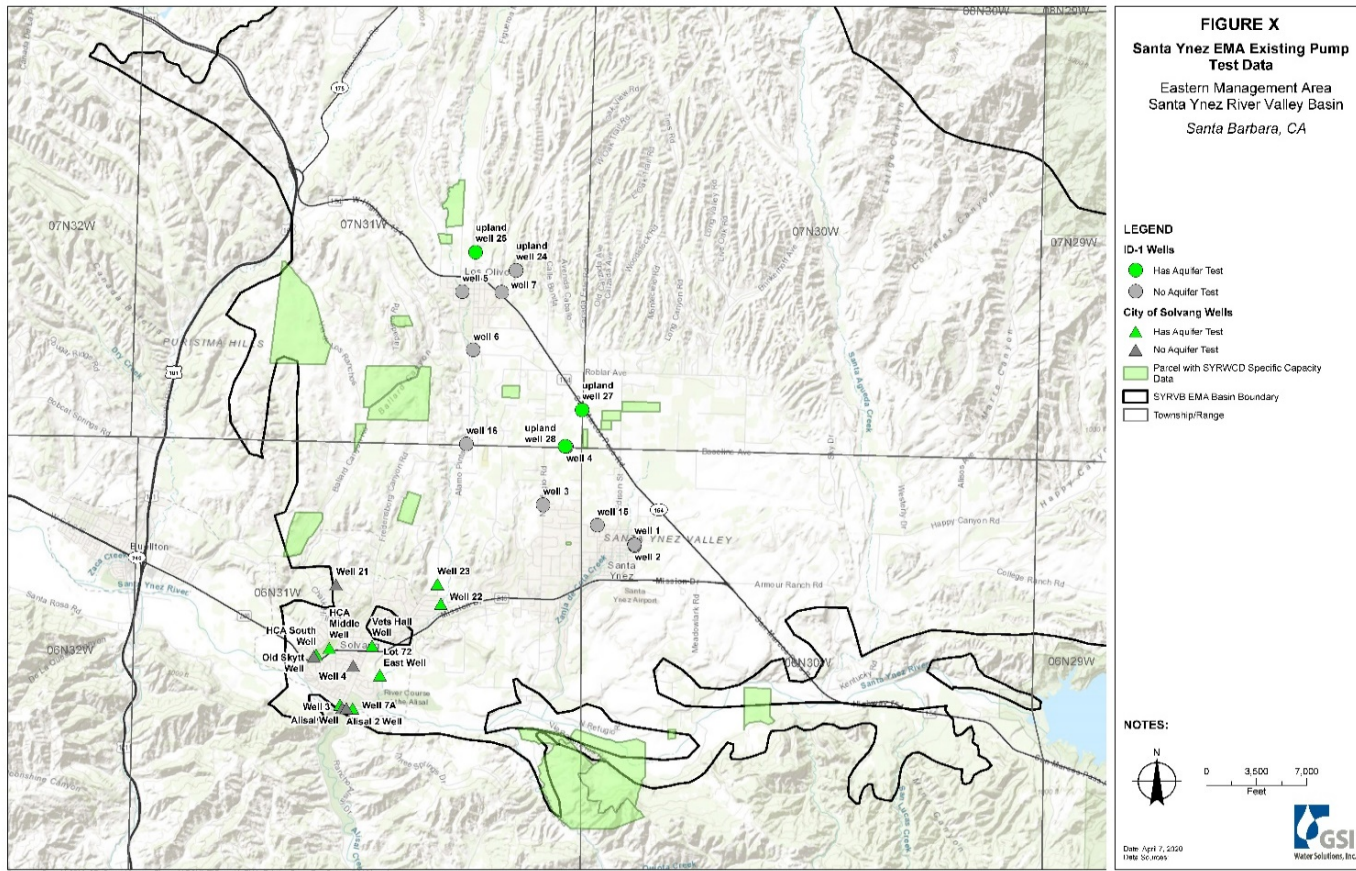
In progress: Data Management System



In progress: Hydrogeologic Conceptual Model



In progress:
Hydrogeologic Conceptual Model
(Water Budget)

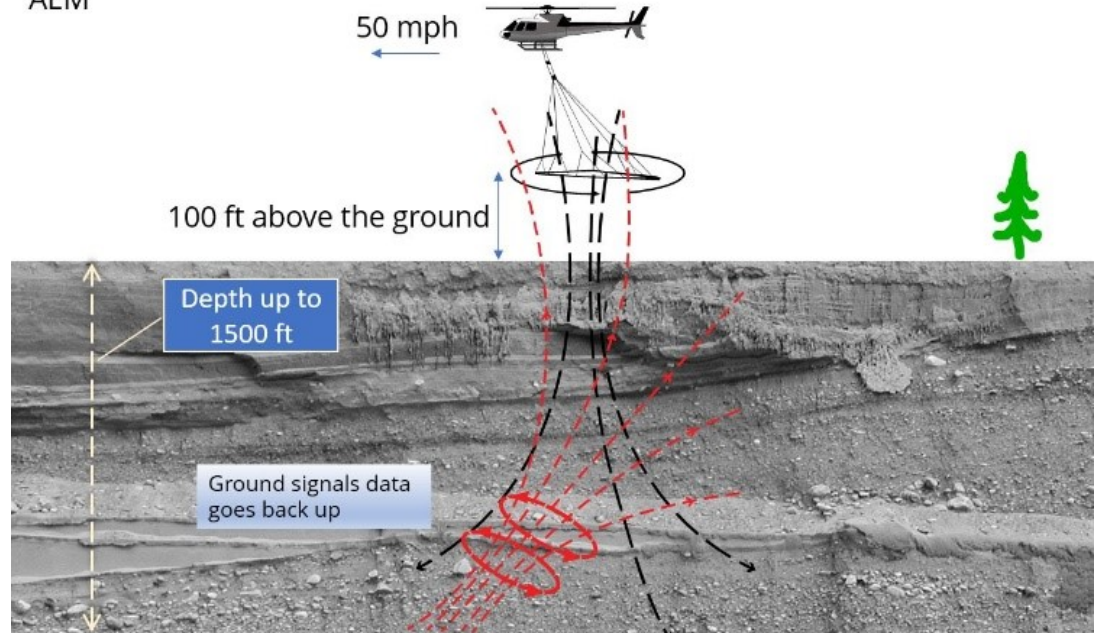


In progress:
 Numerical modeling, Aquifer testing,
 and water quality testing

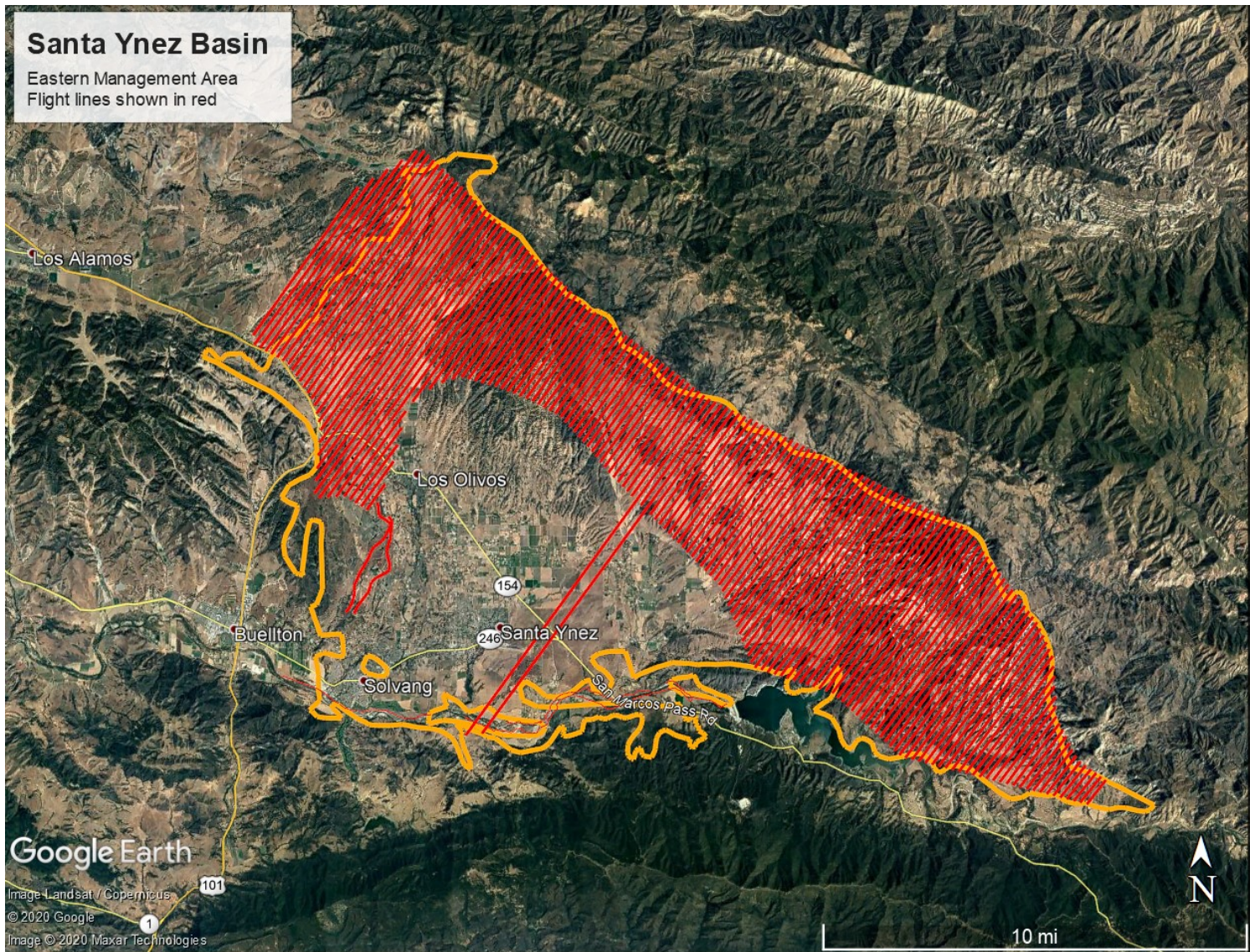


Description of Technology

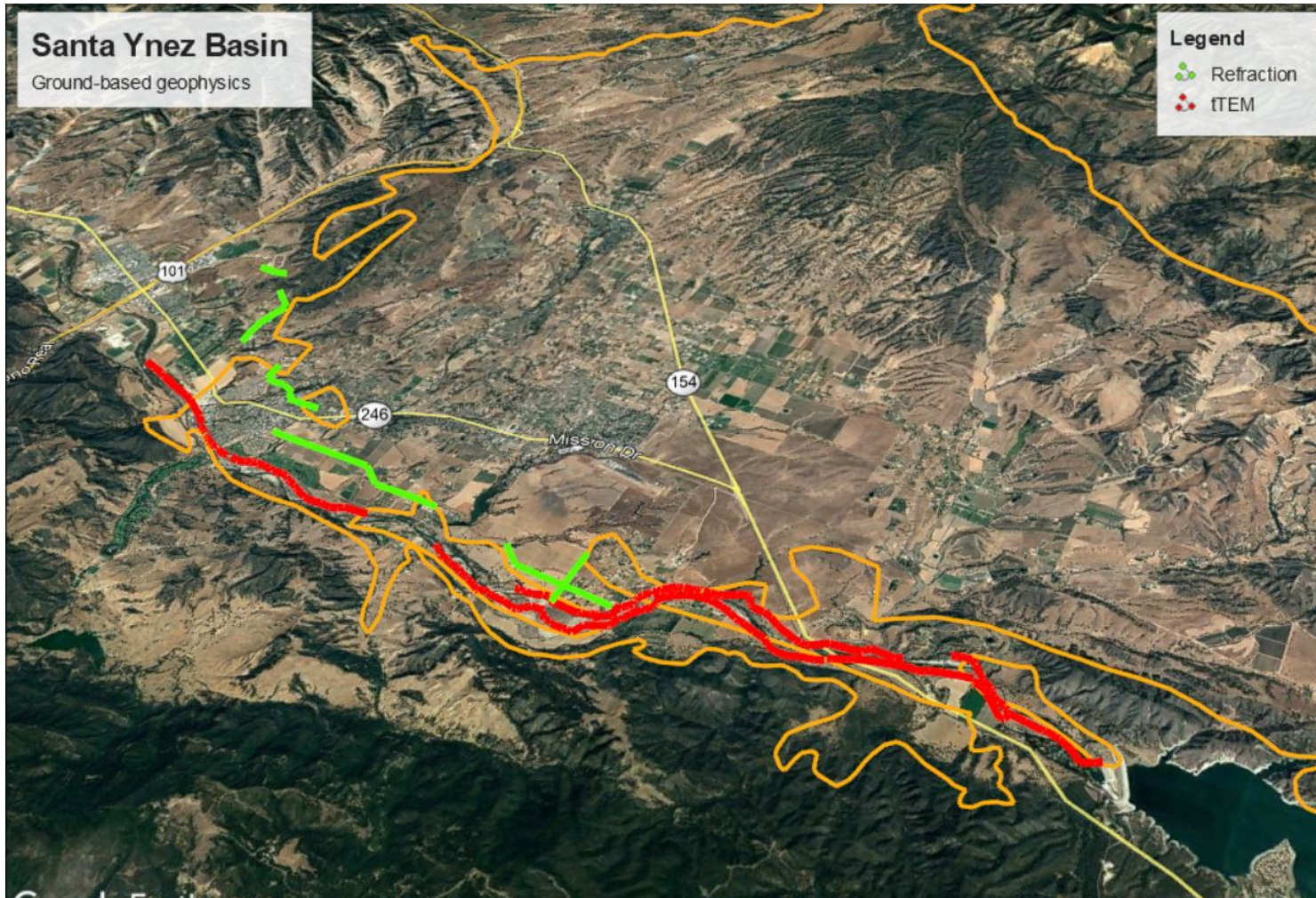
AEM



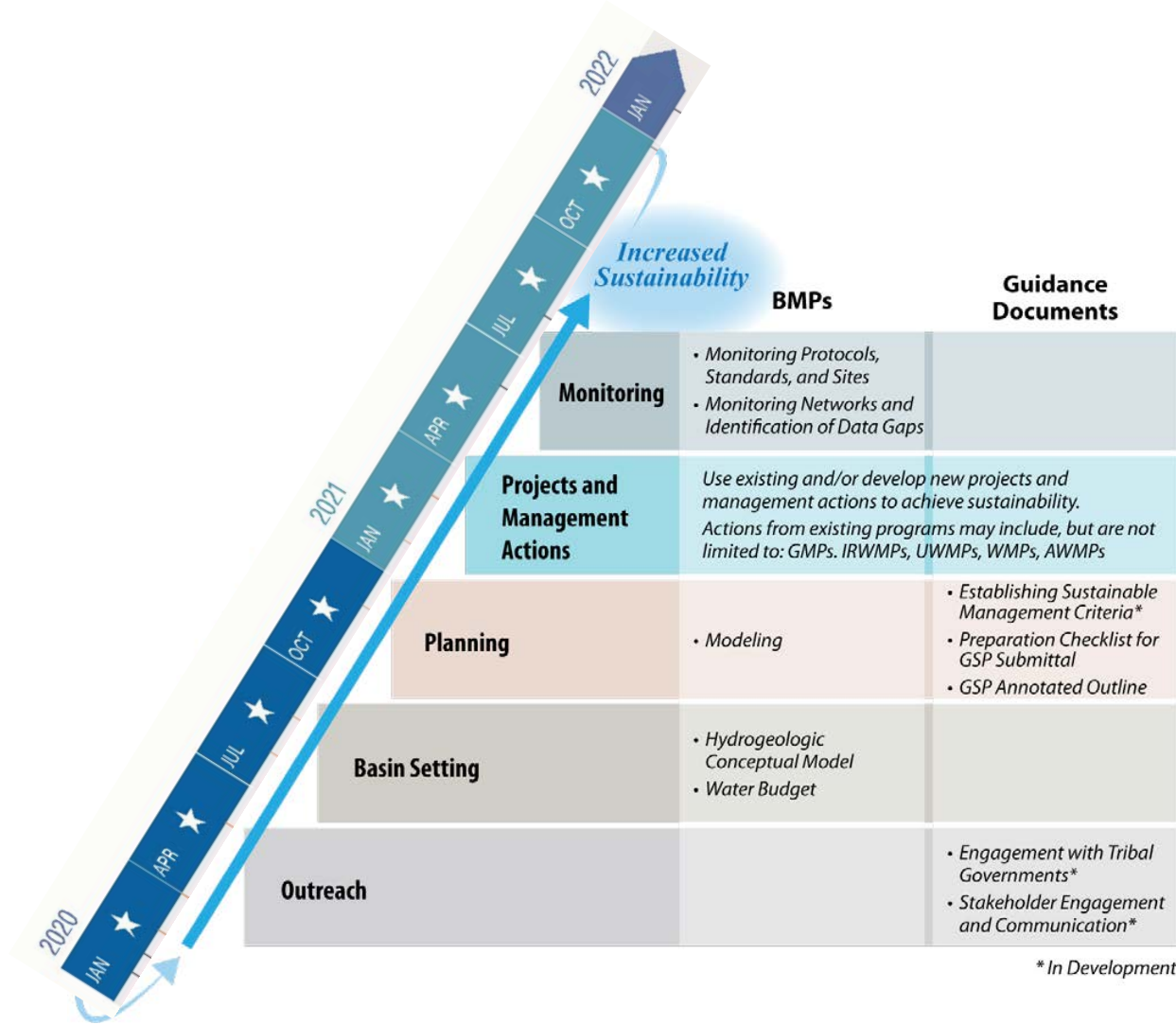
In progress:
Geophysics (SkyTEM)



In progress: Geophysics - SkyTEM

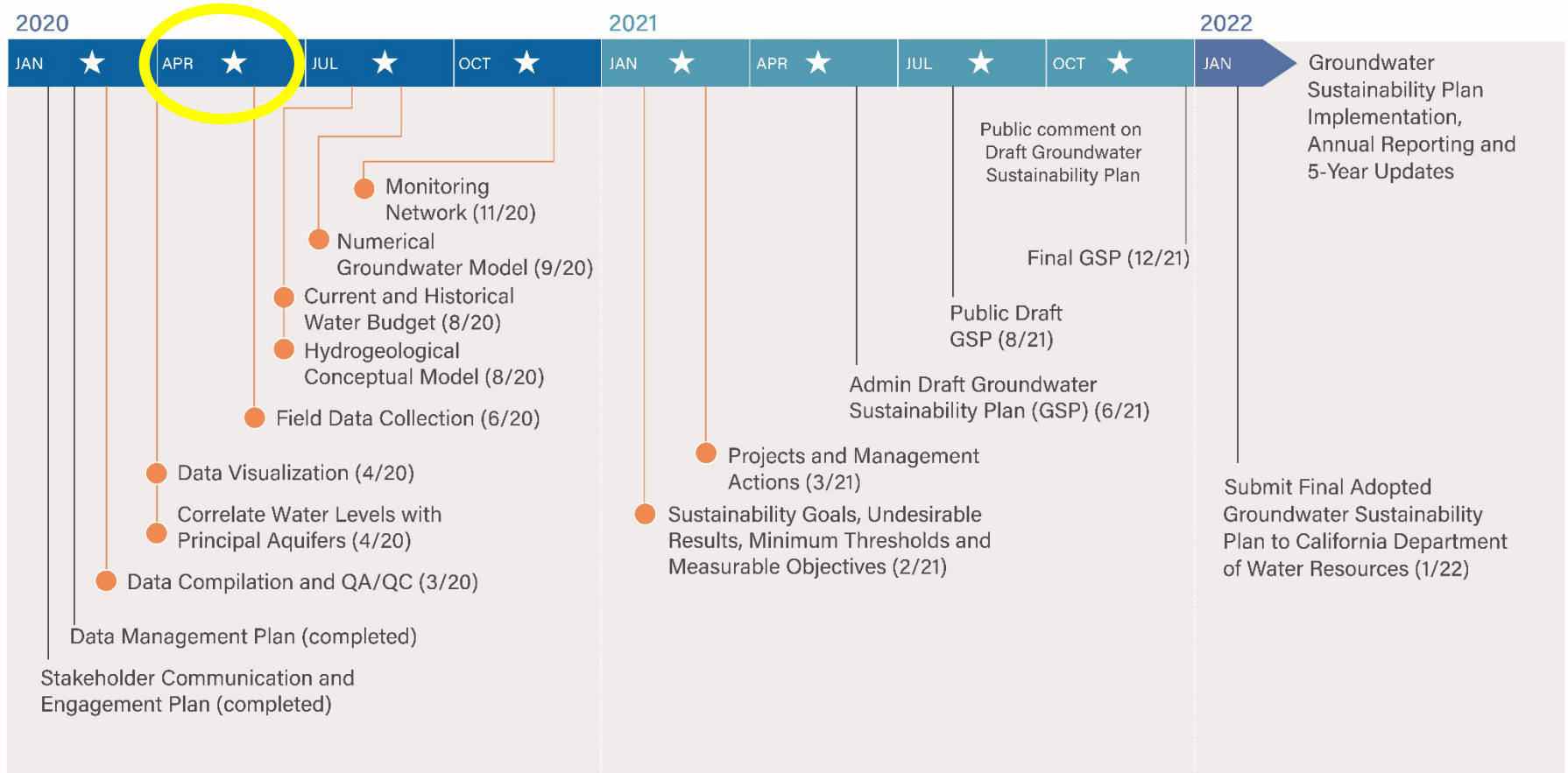


In progress: Geophysics - Land-based



Next Steps: Sustainability Goals and Management Actions

GROUNDWATER SUSTAINABILITY PLAN DEVELOPMENT MILESTONES



★ Groundwater Sustainability Agency Committee Public Meeting

● Technical Memorandum

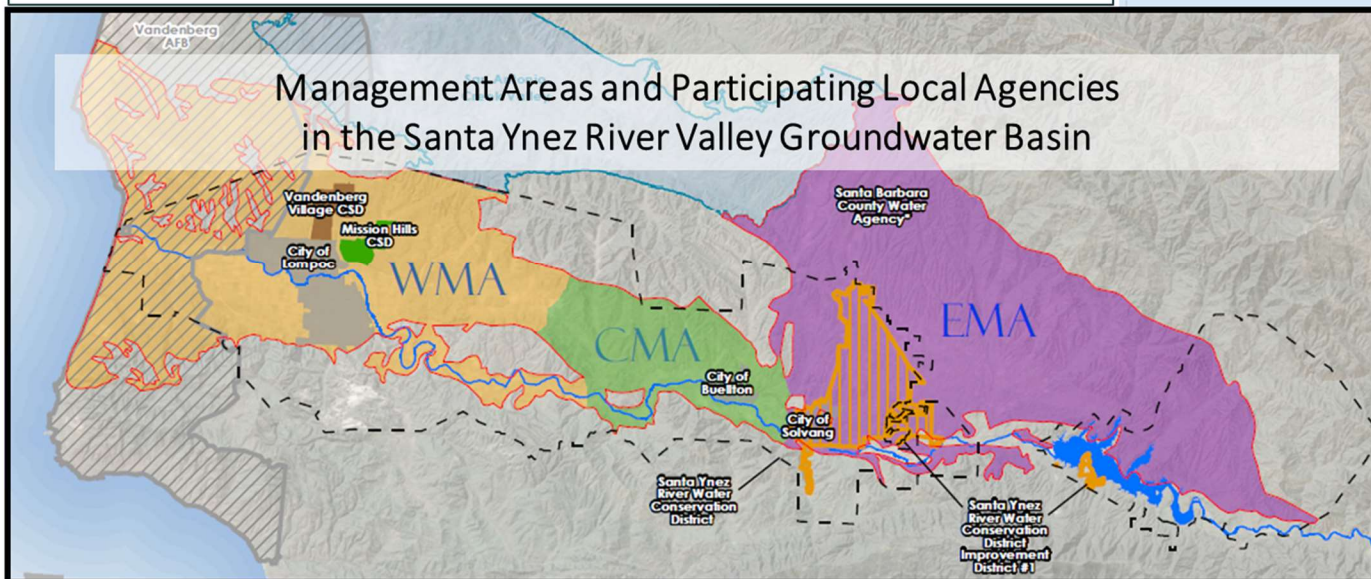
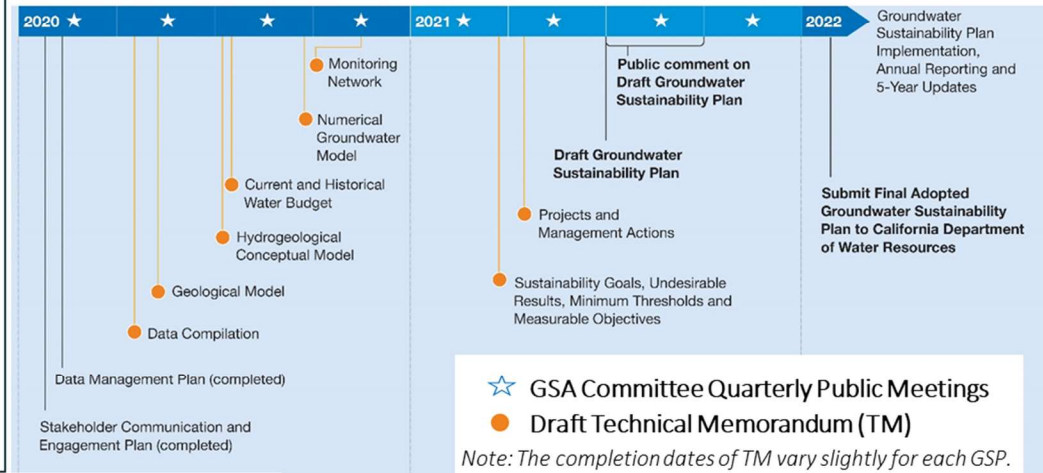
Santa Ynez River Valley Groundwater Basin

Sustainable Groundwater Management Quarterly Newsletter No. 1 May 2020

The Sustainable Groundwater Management Act (SGMA), signed into law by Governor Jerry Brown in 2014, created a new framework for groundwater management in California. SGMA established a new structure for local groundwater management through Groundwater Sustainable Agencies (GSAs). The Santa Ynez River Valley Groundwater Basin (SYRVGB) has established the following three management areas each with their own GSA Committee comprised of local officials from Participating Agencies:

- **Western Management Area (WMA) GSA Committee**
 - Santa Ynez River Water Conservation District • City of Lompoc
 - Mission Hills CSD • Vandenberg Village CSD • Santa Barbara County Water Agency
- **Central Management Area (CMA) GSA Committee**
 - Santa Ynez River Water Conservation District • City of Buellton
 - Santa Barbara County Water Agency
- **Eastern Management Area (EMA) GSA Committee**
 - Santa Ynez River Water Conservation District • Santa Barbara County Water Agency
 - Santa Ynez River Water Conservation District, Improvement District No. 1
 - City of Solvang

Groundwater Sustainability Plan Development Milestones



Each GSA Committee is required to prepare its own Groundwater Sustainability Plan (GSP) that will describe the path to groundwater sustainability.

All three GSPs will be completed in early 2022. Progress updates will be given in each quarterly GSA Committee meeting and draft documents will be available for public review and comment on a dedicated website.

Participation by members of the community in developing the GSPs is important and each of the GSA Committees has adopted an outreach and engagement plan to guide the public participation process.

For more information, please visit:
www.SantaYnezWater.org