

# MEETING MINUTES

## Groundwater Sustainability Agency for the Eastern Management Area in the Santa Ynez River Groundwater Basin July 21, 2022

A special meeting of the Groundwater Sustainability Agency (GSA) for the Eastern Management Area (EMA) in the Santa Ynez River Groundwater Basin was held on Thursday, July 21, 2022, at 6:30 p.m. As a result of the COVID-19 emergency, this meeting occurred solely by video and teleconference in accordance with the Santa Barbara County Public Health Social Distance Recommendation and as authorized by State Assembly Bill 361, and Resolution EMA-2021-001 (passed on 10/21/2021, reaffirmed 6/30/2022).

EMA GSA Committee Members Present: Joan Hartmann, Mark Infanti, Brad Joos, and Brett Marymee

EMA GSA Alternate Committee Members Present: Cynthia Allen

Member Agency Staff Present: Jose Acosta, Bill Buelow, Marliez Diaz, Paeter Garcia, Amber Thompson, Kevin Walsh and Matt Young

Others Present: Steve Anderson, Mike Burchardi, Doug Circle, Mary Heyden, and Gay Infanti

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

EMA GSA Committee Chair Brett Marymee called the meeting to order at 6:31 p.m. and asked Mr. Buelow to call roll. Four EMA GSA Committee Members were present providing a quorum plus one EMA GSA Alternate Committee Member.

### **II. Consider findings under Government Code section 54953(e)(3) to authorize continuing teleconference meetings under Resolution EMA-2021-001**

Mr. Buelow explained Assembly Bill 361, the Santa Barbara County Public Health recommendation, and adoption of Resolution EMA-2021-001, passed on October 21, 2021 and reaffirmed on June 30, 2022, which authorize public meetings to be conducted remotely via video and/or teleconference and that such conditions continue to exist.

EMA GSA Committee Member Joan Hartmann made a MOTION in consideration of current COVID conditions to authorize continuing video and/or teleconference meetings under Resolution EMA-2021-001. EMA GSA Committee Member Mark Infanti seconded the motion. There was no discussion and the motion passed unanimously by roll call vote.

### **III. Additions or Deletions to the Agenda**

GSA Committee Chair Brett Marymee requested a reorder of agenda items to move item VII discussion prior to item VI. By unanimous consensus, the change in order was approved. No additions or deletions were made.

#### **IV. Public Comment**

No public comment was received. Mr. Buelow announced that he received public comment in the form of an EMA Citizens Advisory Group (CAG) memo which will be reviewed under Item V of the agenda.

#### **V. Consider Approval of Final Documents for providing EMA GSA verifications of new well permits under Executive Order N-7-22**

##### **a. EMA Process and Criteria for Administering Written Verifications Per Executive Order Number-7-22**

Mr. Buelow summarized the changes made in the draft EMA process and criteria for administering written verifications per Executive Order N-7-22. Mr. Garcia advised that the collective member agency staff recommendation is to accept the documents with the amendments, as presented. Discussion followed and public comments were received, including EMA CAG comments by Ms. Mary Heyden.

GSA Committee Member Joan Hartmann made a MOTION to approve the Eastern Management Area Groundwater Sustainability Agency Process and Criteria for Administering Written Verifications Per Executive Order N-7-22, as presented. GSA Committee Member Brad Joos seconded the motion. There was no discussion. The motion passed unanimously by roll call vote.

##### **b. Indemnification Agreement**

Mr. Buelow summarized the process taken to amend the draft Indemnification Agreement. Mr. Anderson, legal counsel for ID No. 1 and participant in the member agencies attorney group, further provided clarifications of changes made to the draft Indemnification Agreement resulting in the red line version presented tonight including changes as suggested by the Santa Ynez Water Group and reviewed by the member agencies attorney group. Discussion followed.

GSA Committee Member Joan Hartmann made a MOTION to approve the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency Written Verification Indemnification Agreement, as presented. GSA Committee Member Mark Infanti seconded the motion. There was no discussion. The motion passed unanimously by roll call vote.

##### **c. Reimbursement Agreement**

Mr. Anderson provided clarifications of changes made to the draft Deposit/Reimbursement Agreement for Review of Request for Written Verification resulting in the red line version presented tonight including changes as suggested by the Santa Ynez Water Group and reviewed by the member agencies attorney group. Discussion followed and public comments were received.

GSA Committee Member Joan Hartmann made a MOTION to approve the Deposit/Reimbursement Agreement for Review of Request for Written

Verification, as presented. GSA Committee Member Mark Infanti seconded the motion. There was no discussion. The motion passed unanimously by roll call vote.

**d. Well Permit Acknowledgement**

Mr. Buelow reported that no changes were made to the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency Acknowledgement Form Request for Written Verification under Executive Order N-7-22 which was presented to the Committee in draft form on June 30, 2022. There was no discussion and no public comments received.

GSA Committee Member Brad Joos made a MOTION to approve the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency Acknowledgement Form Request for Written Verification under Executive Order N-7-22, as presented. GSA Committee Member Joan Hartmann seconded the motion. There was no discussion. The motion passed unanimously by roll call vote.

**VI. Consider Resolution EMA-2022-003 Setting Fee Under Water Code Section 10730 for Written Verifications Pursuant to Executive Order N-7-22**

Item VI was addressed during the meeting after item VII.

Mr. Buelow read the Resolution which was prepared by Santa Barbara County counsel in coordination with the member agencies attorney group. He reported that the July 21, 2022 meeting was properly noticed in both the July 7, 2022 and July 14, 2022 editions of the Santa Barbara News Press. Discussion followed. There was no public comment.

GSA Committee Member Brad Joos made a MOTION to adopt GROUNDWATER SUSTAINABILITY AGENCY FOR THE EASTERN MANAGEMENT AREA IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN RESOLUTION EMA-2022-003 RESOLUTION ESTABLISHING FEE AND DEPOSIT FOR EMA GSA WELL VERIFICATION AS REQUIRED BY EXECUTIVE ORDER N-7-22. GSA Committee Member Mark Infanti seconded the motion. There was no discussion or public comment received. The motion passed unanimously by roll call vote.

**VII. Consider Requesting the Santa Ynez River Water Conservation District Contract with GSI Water Solutions to Evaluate Verification Requests**

Item VII was addressed during the meeting prior to item VI.

Mr. Bill Buelow and Mr. Young summarized the GSI Water Solutions Scope of Work and reported that the EMA GSA agencies staff met, discussed the Scope of Work and recommends a new task order, based on the provided Scope of Work, be added to the Santa Ynez River Water Conservation District Contract. The Scope of Work was presented to the EMA GSA Committee on June 30, 2022. Discussion followed. There was no public comment.

GSA Committee Member Joan Hartman made a MOTION to request the Santa Ynez River Water Conservation District to contract with GSI Water Solutions on behalf of the

EMA GSA to evaluate written verification requests. GSA Committee Member Brad Joos seconded the motion. There was no discussion. The motion passed unanimously by roll call vote.

**VIII. Consider Setting Regular Monthly EMA GSA Meetings Through End of 2022**

Mr. Buelow presented the proposed monthly Regular Meeting dates for the remainder of 2022. Discussion followed and public comments were received.

By consensus, the EMA GSA Committee agreed with the proposed monthly regular meeting schedule being August 25, 2022, September 22, 2022, October 27, 2022, November 17, 2022, and December 15, 2022.

**IX. Next Regular EMA GSA Meeting, Thursday, August 25, 2022, at 6:30 p.m.**

Mr. Buelow announced the next regular EMA GSA meeting will be Thursday, August 25, 2022, at 6:30 p.m., either in person at the Santa Ynez Community Services District Conference Room or via Zoom. The details will be determined closer to the meeting date based on continuing health concerns presented by the COVID-19 pandemic.

**X. EMA GSA Committee requests and comments**

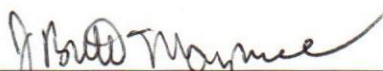
GSA Committee Chair Brett Marymee suggested the need to spread the word of the newly adopted written verification process and requested ideas. GSA Committee Member Joan Hartmann suggested reaching out to the Santa Barbara Agricultural Committee and issuing a press release. GSA Alternate Committee Member Cynthia Allen suggested notices to SYRWCD producers in semi-annual statements. Discussion followed.


**Resulting action items:** Mr. Young will contact the Santa Barbara Agricultural Advisory Committee with a request to be added to a meeting agenda; a press release will be made; and an e-newsletter will be created to include information about the newly adopted written verification process as well as announcing future scheduled monthly regular meeting dates and to be e-blasted to both SYRWCD groundwater producers in the EMA and to the EMA Interested Parties registered in the SGMA Communications portal.

GSA Committee Member Joan Hartmann requested the proposed regular monthly EMA GSA Committee meeting dates through the end of 2022 be emailed to all EMA GSA Committee Members.

**XI. Adjournment**

GSA Committee Chair Brett Marymee adjourned the meeting at 8:18 p.m.

  
Brett Marymee, Chairman

  
William J. Buelow, Secretary

**Eastern Management Area Groundwater Sustainability Agency**  
Process and Criteria for Administering Written Verifications Per Executive Order N-7-22

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

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

**Process Outline:**

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

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

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

Submittals (1) – (5) above and questions about the written verification process can be sent to the Eastern Management Area Groundwater Sustainability Agency at P.O. Box 719, Santa Ynez, California 93460 or sent electronically to [EMA@santaynezwater.org](mailto:EMA@santaynezwater.org). Inquiries by telephone contact Bill Buelow at 805-693-1156.

*[Continued on Opposite Page]*

## **Criteria Outline:**

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

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

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

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

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

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

Thank you for your cooperation in this important process.

J. Brett Marymee  
EMA GSA Committee Chair

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

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

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

In the event of a disagreement between the GSA Parties and the Owner and/or Applicant over litigation issues, the GSA Parties shall have the authority to control the litigation and make litigation decisions as to Claims made against the GSA Parties, including, but not limited to, the manner in which the defense is conducted by the GSA Parties’ Counsel as to such Claims.

3. **Reimbursement.** To the extent the GSA Parties use any of their resources to respond to a Claim, the Owner and Applicant shall reimburse the GSA Parties upon demand. Such resources include, but are

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

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

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

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

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

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

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

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

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



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

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

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

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

Well Permit Written Verification Request:

APN(s): \_\_\_\_\_

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

APPLICANT:

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name of Person Signing \_\_\_\_\_

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

OWNER (if different from Applicant):

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name of Person Signing \_\_\_\_\_

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

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

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

**RECITALS:**

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

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

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

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

**AGREEMENT**

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

**1. Construction.**

This Agreement shall be liberally constructed to accomplish its intent.

**2. The Deposit; Additional Advances.**

- a) Establishing and Supplementing Deposit. Within three (3) business days following execution of this Agreement, Applicant shall provide to the GSA an initial deposit of \$ \_\_\_\_ 1,200.00 (“Initial Deposit”) to reimburse the GSA for Eligible Expenses, as defined in Section 2(b). The GSA shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the GSA’s expenses for the Request for the next ninety (90) days, the GSA may make one or more written requests for additional funds (each an “Additional Advance”), which shall state the existing balance and the additional amount requested. The GSA may request the funds it reasonably believes necessary to cover a period not exceeding

ninety (90) days. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the "Deposit." Applicant shall make the Additional Advance within five (5) business days of the GSA's written request therefor. If Applicant fails to timely make the Additional Advance, Applicant agrees that the GSA may cease any or all additional work on the Request until the GSA receives the Additional Advance from Applicant.

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

### **3. Independent Judgment of the GSA; GSA Not Liable**

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

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

### **4. Notices.**

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

If to Applicant:

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If to The GSA:

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

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

**5. Choice of Law; Venue.**

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

**6. Entire Agreement.**

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

**7. Severability.**

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

**8. Attorneys' Fees.**

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

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

**9. Ambiguities.**

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

**10. Counterparts.**

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

**11. Authority.**

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

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

**EASTERN MANAGEMENT AREA  
GROUNDWATER SUSTAINABILITY  
AGENCY**

**APPLICANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Acknowledgement Form

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

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

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

**TYPE OF APPLICATION** (Check only one)

- Replacement Well
- New or Modified Well

**ACKNOWLEDGMENT** (Initial the following provisions)

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

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

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

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

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

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

\_\_\_\_\_  
Print Name of APPLICANT

\_\_\_\_\_  
Signature of APPLICANT

\_\_\_\_\_  
Date

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

**RESOLUTION EMA-2022-003**

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE**, the EMA GSA resolves as follows:

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

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

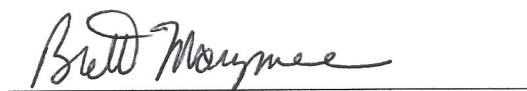
AYES: Joan Hartmann, Mark Infanti, Brad Joos, and Brett Marymee

NOES: None

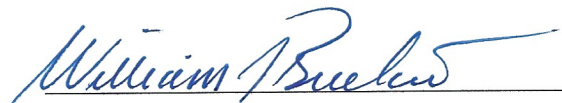
ABSENT: None

ABSTAINED: None

ATTEST:



Brett Marymee, Chairman



William J. Buelow, Secretary