

NOTICE AND AGENDA OF SPECIAL MEETING

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

SPECIAL MEETING WILL BE HELD
REMOTE PARTICIPATION ONLY
AT 11:00 A.M., WEDNESDAY, AUGUST 10, 2022

Remote public participation available via ZOOM

Pursuant to AB361, Directors may participate in this meeting via teleconference. The public can only participate via teleconference. There will be no public meeting location.

To access the meeting via telephone, please dial: 1-669-900-6833
And/or via the Web at: <http://join.zoom.us>

“Join a Meeting” - Meeting ID: 826 6859 9154 - Meeting Passcode: 517672

- You do NOT need to create a ZOOM account or login with email for meeting participation.
- If your device does not have a microphone or speakers, you can call in for audio with the phone number and Meeting ID listed above to listen and participate.
- In the interest of clear reception and efficient administration of the meeting, all persons participating remotely are respectfully requested to mute their line after logging or dialing-in and remain muted at all times unless speaking.

Video/Teleconference Meeting During Coronavirus (COVID-19) State of Emergency: As a result of the COVID-19 pandemic, this meeting will be available via video/teleconference as recommended by Santa Barbara County Public Health and authorized by Government Code section 54953(e) (State Assembly Bill 361).

Important Notice Regarding Public Participation in Video/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 remote access referenced above. **Those wishing to submit written comments instead, please submit any and all comments and materials to the GSA via electronic mail at bbuelow@syrwcd.com.** All submittals of written comments must be received by the GSA no later than **Tuesday, August 9, 2022**, and should indicate **“August 10, 2022 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.

AGENDA ON NEXT PAGE

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

WEDNESDAY, AUGUST 10, 2022 **11:00 A.M.**

AGENDA OF SPECIAL MEETING

- I. Call to Order and Roll Call
- II. Consider findings under Government Code section 54953(e) to authorize continuing teleconference meetings under Resolution WMA-2021-001
- 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.) *Staff recommends any potential new agenda items based on issues raised be held for discussion under Agenda Item “WMA GSA Committee requests and comments” for items to be included on the next Agenda.*
- V. Receive, and Discuss and Consider Approval of Draft Documents for providing WMA GSA verification of new well permits under Executive Order Number 7-22
 - a) Draft WMA Process and Criteria for Administering Written Verifications Per EO N-7-22
 - b) Draft Written Verification Indemnification Agreement
 - c) Draft Deposit/Reimbursement Agreement
 - d) Draft Well Permit Acknowledgement Form
 - e) GSI Scope of Work – Proposal
- VI. Update on Publication of Notice Under Government Code Section 6066 and Water Code Section 10730 of Intent to Adopt Fee for Compliance with EON-7-22
- VII. Next Regular WMA GSA Meeting, August 24, 2022, **CANCELLED**
- VIII. Next Special WMA GSA Meeting, August 31, 2022, at 10:00 A.M.
- IX. WMA GSA Committee requests and comments
- X. Adjournment

[This agenda was posted 24 hours prior to the scheduled special 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 24 hours prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

Western 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 Western Management Area (WMA 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 Western 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 WMA 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 WMA 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 WMA GSA
3. WMA GSA Acknowledgment Form
4. WMA GSA Indemnification Agreement
5. WMA 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 WMA GSP, or to Replacement Wells meeting specified criteria, as defined by EHS and as determined by the WMA GSA. Requests not subject to expedited review will undergo additional technical review by the WMA GSA to determine if groundwater extraction by the proposed well would be inconsistent with any sustainable groundwater management program established in the WMA GSP or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP. Applicants may request the WMA GSA to reconsider a decision that denies a verification. All information and documentation submitted to the WMA GSA in connection with a request for a written verification shall be deemed public information unless specific exemptions apply as determined by the WMA GSA.

Submittals (1) – (5) above and questions about the written verification process can be sent to the Western Management Area Groundwater Sustainability Agency at P.O. Box 719, Santa Ynez, California 93460. Or sent electronically to wma@SantaYnezWater.org. Telephone inquiries 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 WMA 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 or cause seawater intrusion 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 WMA would not be inconsistent with the sustainable groundwater management program of the WMA GSP and would not decrease the likelihood of achieving its sustainability goal if the extraction would not cause undesirable results as defined in the WMA GSP, which include:

- Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply
- 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 impacts on beneficial uses of the surface water.
- Significant and unreasonable sea-water intrusion

As set forth by SGMA and the WMA 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/273c6a5e1/SYRVGB+SGMA+GSP++WMA+JAN+2022_compressed.pdf) Because Minimum Thresholds are directly tied to prevailing conditions in the WMA, the presence or absence of undesirable results is subject to change, and is reviewed on an ongoing basis by the WMA GSA. Basin conditions were most recently evaluated in the First Annual Report for the WMA (2019–2021). To review that Report, please refer to: <https://www.santaynezwater.org/wma-annual-reports>. Thank you for your cooperation in this important process.

Chris Brooks
WMA GSA Committee Chair

DRAFT Santa Ynez River Valley Groundwater Basin
Western Management Area Groundwater Sustainably Agency
Written Verification Indemnification Agreement

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 Western 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 Vandenberg Village CSD and Mission Hills CSD, the City of Lompoc, 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 _____

Name of Person Signing _____

Title: _____

WMA GSA:

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 Western 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. Intent.

This Agreement shall be liberally construed to accomplish its intent.

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 \$ ____,000.00 (“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.

2. 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.

3. 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:

If to The GSA:

Santa Ynez River Valley Groundwater Basin
Western 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

**WESTERN MANAGEMENT AREA
GROUNDWATER SUSTAINABILITY
AGENCY**

APPLICANT

Signature

Signature

Print Name

Print Name

Title

Title

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

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 Western Management Area (“WMA”) 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 WMA 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 WMA GSA, as the exclusive Groundwater Sustainability Agency for the Western Management Area of the Santa Ynez River Valley Groundwater Basin (“Basin”), sustainably manage the groundwater resources of the WMA.

_____ I acknowledge that the WMA 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 WMA 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 WMA GSA cannot and does not guarantee any defined water use, water level, or water quality in the WMA or the Basin.

_____ I acknowledge the WMA 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



PROPOSAL

Scope and Cost for Review of New and Replacement Well Applications in the Santa Ynez River Valley Groundwater Basin, Western Management Area (WMA)

To: Bill Buelow, Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency

From: Tim Nicely and Jeff Barry, GSI Water Solutions, Inc.

Date: August 9, 2022

At your request, we have prepared this brief scope and estimated budget to review, on behalf of the Groundwater Sustainability Agency (GSA), applications requesting a permit from the County of Santa Barbara Department of Environmental Health Services (EHS) for a new or replacement well (as defined in Section 34A-23(a)(8) of the Santa Barbara County Urgency Ordinance No. 5158) within the Western Management Area (WMA). The GSA is required by Governor Newsom's Executive Order N-7-22 and the Santa Barbara County Board of Supervisors Urgency Ordinance No. 5158 (County Urgency Ordinance) dated May 24, 2022 to determine whether a written verification can be issued by the GSA that groundwater extraction by the proposed replacement well¹

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

Details of the proposed scope of work for the review of permit applications for proposed wells is presented as follows.

Scope of Work

The scope of work for reviewing new or replacement well applications include providing a verification on behalf of the GSA that constitutes the required "qualitative review that the proposed well is not inconsistent with the GSP" in response to the requirements of the Executive Order N-7-22. The scope of work includes the following activities:

- Examine the proposed well construction information and assess whether the well is located within the WMA.
- Determine whether the geologic setting and aquifer that the well would be completed in would be within a Principal Aquifer that is managed by the GSA.

¹ New wells are those resulting in new or additional groundwater production from the WMA portion of the Basin, or those resulting in new or additional production capacity. Replacement wells are those not resulting in new or additional groundwater production or production capacity in the WMA portion of the Basin.

- Assess groundwater conditions (e.g., water level elevations and trends, water quality) and rainfall conditions in the preceding water years in the entire WMA and within the vicinity of the proposed well site.
- Evaluate whether the well would increase production within the WMA and whether the new or replacement well would likely cause an exceedance of minimum thresholds and cause undesirable results measured at representative wells as defined in the GSP for:
 - Chronic water level decline
 - Reduction of groundwater in storage
 - Degradation of water quality
 - Subsidence
 - Depletion of interconnected surface water and impacts to GDEs
- For replacement wells, assess whether the pumping capacity of the replacement well will be a “like for like” replacement with regards to production volume relative to the original well. Information that will be reviewed includes:
 - Planned pumping rate of the replacement well and estimated or measured flow rate of the original well
 - Pump curves for both the original well pump and new pump
 - If a pump curve is not available, pump type, number of bowls, pump diameter, pump horsepower, RPM, assumed lift
 - System pressure in the discharge line and total pressure head
 - Well construction details for the proposed new well and original well including total depth, perforated or screened intervals, well diameter.
 - Estimated groundwater levels at the time of the application and at the time the original well was completed.
- Review that the proposed use of the well is consistent with the proposed location and design capacity
- Prepare a technical memorandum to the GSA that documents the information that was reviewed, presents findings from the evaluation, provides an opinion regarding the verification of consistency with the sustainability goal within the WMA, and provides a list of conditions, if warranted.

Budget Estimate

The estimated cost to complete the scope of work described in this memorandum is \$1,200 per well application. The work will be completed on a time and materials basis at a blended rate of \$200 per hour. Should additional time be required to complete the review, the GSA will be notified, and if approved by the GSA the work will be conducted on a time and materials basis at the hourly rate shown above.

Schedule

GSI will complete its review and provide written results of its findings within 2 weeks of receiving complete information from the applicant.

Indemnification and Limitations of Liability

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

GSI 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 pursuant to this application, 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.

The GSA and the Santa Ynez River Water Conservation District agrees to hold GSI harmless and indemnify GSI for any liability stemming from the findings presented in the GSI report or related to the County issuing or not issuing a well permit in response the Application or to the GSA issuance of a written verification related to the well permit.

Please take notice that on Wednesday, August 31, 2022, at 10:00 a.m., at the Lompoc Water Treatment Plant Conference Room, 601 E. North Avenue, Lompoc, California, the Santa Ynez River Valley Groundwater Basin Western Management Area (WMA) Groundwater Sustainability Agency (GSA) will hold a special meeting at which it will consider a Resolution to impose a fee under Water Code section 10730. In addition, if the meeting is conducted by remote teleconference pursuant to AB 361 due to the COVID-19 State of Emergency, the posted agenda for the meeting will provide a remote teleconference option for public participation in the meeting. Oral or written presentations may be made as part of the meeting. Persons wishing to present comments to the WMA GSA Committee may do so in person at the public meeting, and those not able to attend in person are encouraged to provide comments they may have prior to the public meeting to Bill Buelow, bbuelow@syrwcd.com no later than 5:00 p.m. August 30, 2022.

Under Executive Order N-7-22 and Santa Barbara County Urgency Ordinance No. 5158, applications for water well permits in the WMA will not be approved by Santa Barbara County Environmental Health Services without written verification of certain matters from the WMA GSA. In order for the WMA GSA to provide such written verification, the WMA GSA's technical consultant will review the well permit application and other materials as needed. The fee to be considered at the above-referenced meeting would be an hourly fee of \$200.00 per hour for the consultant to undertake such review. The fee would be charged on a time and materials basis, drawn on a deposit in an amount to be approved and adjusted from time to time by the WMA GSA. Pursuant to Water Code section 10730(b), any data on which this fee is based are available and have been made available for review at SantaYnezWater.org