

NOTICE AND AGENDA

Regular Meeting of the Board of Trustees

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT, IMPROVEMENT DISTRICT NO.1

will be held at **3:00 P.M., Tuesday, July 19, 2022**

In-Person - 1070 Faraday Street, Santa Ynez, CA - Conference Room

OR

VIA TELECONFERENCE

TELECONFERENCE PHONE NUMBER: 1-669-900-9128

MEETING ID: 929 0039 9487#

PARTICIPANT ID No.: 180175#

MEETING PASSCODE: 180175#

Important Notice Regarding Public Participation in This Meeting: For those who may not attend the meeting in person or teleconference but wish to provide public comment on an Agenda Item, please submit any and all comments and written materials to the District via electronic mail at general@syrwd.org. All submittals should indicate **"July 19, 2022 Board Meeting"** in the subject line. Public comments and materials received by the District will become part of the post-meeting Board packet materials available to the public and posted on the District's website. In the interest of clear reception and efficient administration of the meeting, all persons participating via teleconference are respectfully requested to mute their voices after dialing-in and at all times unless speaking.

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **REPORT BY THE SECRETARY TO THE BOARD REGARDING COMPLIANCE WITH THE REQUIREMENTS FOR POSTING OF THE NOTICE AND AGENDA**
4. **CONSIDERATION OF RESOLUTION NO. 823 – A Resolution of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1 Authorizing Remote Teleconference Meetings Under the Ralph M. Brown Act in Accordance with AB 361**
5. **ADDITIONS OR CORRECTIONS, IF ANY, TO THE AGENDA**
6. **PUBLIC COMMENT** - Any member of the public may address the Board relating to any non-agenda matter within the District's jurisdiction. The total time for all public participation shall not exceed fifteen (15) minutes and the time allotted for each individual shall not exceed three (3) minutes. The District is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any public comment item.
7. **CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF JUNE 21, 2022**
8. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion without separate discussion. Any item placed on the Consent Agenda can be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Trustee.
CA-1. Water Supply and Production Report
CA-2. Central Coast Water Authority Update
9. **MANAGER REPORTS - STATUS, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**
 - A. **DISTRICT ADMINISTRATION**
 1. Financial Report on Administrative Matters
 - a) Presentation of Monthly Financial Statements – Revenues and Expenses
 - b) Approval of Accounts Payable
 2. 2021 Consumer Confidence Report – Annual Water Quality Report Required by Federal and State Regulations to Protect Public Drinking Water

- 10. REPORT, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**
- A. SUSTAINABLE GROUNDWATER MANAGEMENT ACT**
 - 1. Eastern Management Area Update
 - B. CENTRAL COAST WATER AUTHORITY**
 - 1. Update Regarding CCWA's Temporary Warren Act Contract for the Cachuma Project
- 11. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS, ANNOUNCEMENTS, COMMITTEE REPORTS, AND OTHER MATTERS AND/OR COMMUNICATIONS NOT REQUIRING BOARD ACTION**
- 12. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS FILING OF VARIOUS ITEMS**
- 13. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA:** Any member of the Board of Trustees may place an item on the meeting Agenda for the next regular meeting. Any member of the public may submit a written request to the General Manager of the District to place an item on a future meeting Agenda, provided that the General Manager and the Board of Trustees retain sole discretion to determine which items to include on meeting Agendas.
- 14. NEXT MEETING OF THE BOARD OF TRUSTEES:** The next Regular Meeting of the Board of Trustees is scheduled for August 16, 2022 at 3:00 p.m.
- 15. CLOSED SESSION:**
 To accommodate the teleconferencing component of this meeting, the public access line will be closed for up to sixty (60) minutes while the Board of Trustees convenes into closed session. Upon the conclusion of the closed session, the public participation teleconference access will be reopened for the remaining Agenda Items.

The Board will hold a closed session to discuss the following items:

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

[Subdivision (d)(1) of Section 54956.9 of the Government Code – 2 Cases]

- 1. Name of Case: Adjudicatory proceedings pending before the State Water Resources Control Board regarding Permit 15878 issued on Application 22423 to the City of Solvang, Petitions for Change, and Related Protests
- 2. Name of Case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al., Santa Barbara County Superior Court Case No. 21CV02432

B. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION BY THE AGENCY

[Subdivision (d)(4) of Section 54956.9 of the Government Code – 1 Matter]

Public teleconference access to the meeting (Dial-In Number and Passcode above) will be reopened when the Board of Trustees concludes closed session.

16. RECONVENE INTO OPEN SESSION

[Sections 54957.1 and 54957.7 of the Government Code]

17. ADJOURNMENT

This Agenda was posted at 3622 Sagunto Street, Santa Ynez, California, and notice was delivered in accordance with Government Code Section 54950, specifically Section 54956. This Agenda contains a brief general description of each item to be considered. The Board reserves the right to change the order in which items are heard. Copies of the staff reports or other written documentation relating to each item of business on the Agenda are on file with the District and available for public inspection during normal business hours. A person who has a question concerning any of the Agenda items may call the District's General Manager at (805) 688-6015. Written materials relating to an item on this Agenda that are distributed to the Board of Trustees within 72 hours (for Regular meetings) or 24 hours (for Special meetings) before it is to consider the item at its regularly or special scheduled meeting(s) will be made available for public inspection at 3622 Sagunto Street, during normal business hours. Such written materials will also be made available on the District's website, subject to staff's ability to post the documents before the regularly scheduled meeting. If you challenge any of the Board's decisions related to the Agenda items above in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence to the Board prior to the public hearing. 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 District Secretary at (805) 688-6015. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

RESOLUTION NO. 823

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT, IMPROVEMENT DISTRICT NO.1
AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER THE RALPH M.
BROWN ACT IN ACCORDANCE WITH AB 361**

WHEREAS, the Santa Ynez River Water Conservation District, Improvement District No.1 (District) is committed to promoting and preserving complete public access and participation in meetings of the District's Board of Trustees, as required and set forth by the Ralph M. Brown Act (Gov. Code § 54950 et seq.) (Brown Act); and

WHEREAS, the Brown Act contains special provisions for remote teleconference participation in meetings when the Governor of the State of California has declared a state of emergency pursuant to Government Code section 8625 and either state or local officials have imposed or recommended measures to promote social distancing, or where in-person meetings would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency for the COVID-19 pandemic, which state of emergency has not been rescinded; the County Health Officer for the County of Santa Barbara has issued numerous Health Orders regarding health and safety requirements and protocols since the beginning of and throughout the COVID-19 pandemic, including recent Health Officer Order No. 2022-10.1, effective February 16, 2022, which incorporates guidance issued on February 7, 2022 by the California Department of Public Health (CDPH) requiring unvaccinated persons to wear masks in all indoor public settings, requires universal masking in only specified settings, and recommends continued indoor masking when the risk of COVID-19 transmission is high; and

WHEREAS, on April 20, 2022, CDPH issued updated Guidance for the Use of Face Masks which provides, among other things, that effective March 1, 2022, the requirement that unvaccinated individuals mask in indoor public settings will move to a strong recommendation that all persons, regardless of vaccine status, continue indoor masking, and that universal making shall remain required in specified high-risk settings, and that after March 11, 2022, the universal masking requirement for K-12 and Childcare settings will terminate, and that CDPH strongly recommends that individuals in these settings continue to mask in indoor settings when the universal making requirement lifts; and

WHEREAS, on September 28, 2021 the County Health Officer and County Public Health Director issued a Health Official AB 361 Social Distance Recommendation which states, among other things, that utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from COVID-19, and that such recommendation is further intended to satisfy the requirements of the Brown Act which allows local legislative bodies in the County of Santa Barbara to use certain available teleconferencing options set forth in the Brown Act, where such recommendation is also based in part on the increased case rate of the highly transmissible Delta variant of COVID-19 within the nation and the County; and

WHEREAS, the District finds that the current circumstances relating to COVID-19 and variants thereof can cause, and can continue to cause, risks to the health and safety of persons within the County, and therefore the District may conduct its meetings to allow remote teleconference participation in the manner authorized by AB 361, specifically including Government Code section 54953(e); and

WHEREAS, this Resolution is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the exemption set forth under Section 15061(b)(3) of Title 14 of the California Code of Regulations (CEQA Guidelines) because remote teleconference meetings during a declared state of emergency do not have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, as follows:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The District may conduct its meeting to allow remote teleconference participation in the manner authorized by AB 361, specifically including Government Code Section 54953(e).
3. This Resolution shall take effect immediately upon its adoption and shall remain in effect for up to thirty (30) days as provided in Government Code section 54953(e)(3).

WE, THE UNDERSIGNED, being the duly qualified President and Secretary, respectively, of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Trustees of said District at a Regular meeting held on July 19, 2022 by the following roll call vote:

AYES, and in favor thereof, Trustees:

NOES, Trustees:

ABSENT, Trustees:

ATTEST:

Mary Martone, Secretary to the Board of Trustees

**SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO.1
JUNE 21, 2022 REGULAR MEETING MINUTES**

A Regular Meeting of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, was held at 3:00 p.m. on Tuesday, June 21, 2022, in-person at 1070 Faraday Street and via teleconference.

Trustees Present:	Jeff Clay Lori Parker Jeff Holzer	Brad Joos Michael Burchardi
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Trustees Absent: None

Others Present:	Paeter Garcia Gary Kvistad Eric Tambini	Mary Martone Karen King
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1. CALL TO ORDER AND ROLL CALL:

President Clay called the meeting to order at 3:02 p.m., he stated that this was a Regular Meeting of the Board of Trustees. Ms. Martone conducted roll call and reported that all Trustees were present.

2. PLEDGE OF ALLEGIANCE:

President Clay led the Pledge of Allegiance.

3. REPORT BY THE SECRETARY TO THE BOARD REGARDING COMPLIANCE WITH THE REQUIREMENTS FOR POSTING OF THE NOTICE AND AGENDA:

Ms. Martone presented the affidavit of posting of the Agenda, along with a true copy of the Agenda for this meeting. She reported that the Agenda was posted in accordance with the California Government Code commencing at Section 54953, as well as District Resolution No. 340. The affidavit was filed as evidence of the posting of the Agenda items contained therein.

4. CONSIDERATION OF RESOLUTION NO. 820: – A Resolution of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1 Authorizing Remote Teleconference Meetings Under the Ralph M. Brown Act in Accordance with AB 361

Mr. Garcia presented Resolution No. 820 and explained that pursuant to amendments to the Brown Act (Assembly Bill 361), public agencies are authorized to conduct remote meetings via video/teleconference during the COVID-19 pandemic, provided certain conditions exist and findings are made. He stated that in order for the Board to continue to meet under the provisions of AB 361, either remotely or under a hybrid approach of remote and in-person attendance, the Board is required to review and reconsider its determinations at least every 30 days. Mr. Garcia reported that because the State of California remains in a declared state of emergency related to the COVID-19 pandemic and because state and local recommendations remain in place to reduce the transmission of COVID-19, approval of Resolution No. 820 would allow the Board to hold meetings under the provisions of AB 361.

No public comment was provided.

1 It was MOVED by Trustee Joos, seconded by Trustee Parker, to adopt Resolution No. 820, a
2 Resolution of the Board of Trustees of the Santa Ynez River Water Conservation District,
3 Improvement District No.1 Authorizing Remote Teleconference Meetings Under the Ralph M.
4 Brown Act in Accordance with AB 361.

5
6 The Resolution was adopted and carried by the following 5-0-0 roll call vote:

7
8 AYES, Trustees: Jeff Clay
9 Brad Joos
10 Michael Burchardi
11 Jeff Holzer
12 Lori Parker

13
14 NOES, Trustees: None

15 ABSTAIN, Trustees: None

16 ABSENT, Trustees: None
17

18 5. ADDITIONS OR CORRECTIONS, IF ANY, TO THE AGENDA:

19 There were no additions or corrections to the Agenda.
20

21 6. PUBLIC COMMENT:

22 President Clay welcomed any members of the public participating remotely and offered time for
23 members of the public to speak and address the Board on matters not on the agenda. There was
24 no public comment. Mr. Garcia reported that no written comments were submitted to the District
25 for the meeting.
26

27 7. CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF MAY 17, 2022:

28 The Regular Meeting Minutes from May 17, 2022 were presented for consideration.
29

30 President Clay asked if there were any changes or additions to the Regular Meeting Minutes of
31 May 17, 2022 as presented. No changes or additions were requested.
32

33 It was MOVED by Trustee Burchardi, seconded by Trustee Parker, and carried by a 5-0-0 roll call
34 vote, to approve the May 17, 2022 Minutes as presented.
35

36 8. CONSENT AGENDA:

37 The Consent Agenda Report was provided in the Board packet.
38

39 Mr. Garcia reviewed the Consent Agenda materials for the month of May.
40

41 It was MOVED by Trustee Joos, seconded by Trustee Burchardi, and carried by a 5-0-0 roll call vote,
42 to approve the Consent Agenda.
43

44 9. MANAGER REPORTS - STATUS, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING
45 SUBJECTS:

46 A. DISTRICT ADMINISTRATION

47 1. Financial Report on Administrative Matters

48 a) Presentation of Monthly Financial Statements – Revenues and Expenses

49 Ms. Martone announced that the Financial Statements were emailed to the Board
50 members earlier that afternoon and posted on the District’s website in the Board packet
51 materials for any members of the public wishing to follow along or receive a copy.
52

1 Ms. Martone reviewed the Statement of Revenues and Expenses for the month of May.
2 She highlighted various line-items related to revenue and expense transactions that
3 occurred during the month and also referenced the Fiscal Year to Date Statement of
4 Revenues and Expenses that provides a budget to actual snapshot from July through
5 May. Ms. Martone reported that District revenues for the month of May exceed the
6 expenses by \$175,919.36 and the year-to-date net income is \$2,778,663.52.
7

8 b) Approval of Accounts Payable

9 Ms. Martone announced that the Warrant List was emailed to the Board members this
10 afternoon and posted on the District's website in the Board packet materials for any
11 member of the public wishing to follow along or receive a copy.
12

13 The Board reviewed the Warrant List which covered warrants 24523 through 24590 in
14 the amount of \$756,641.89.
15

16 It was **MOVED** by Trustee Joos, seconded by Trustee Parker, and carried by a 5-0-0 roll
17 call vote, to approve the Warrant List for May 18, 2022 through June 21, 2022.
18

19 2. Appropriation Limit for the 2022/2023 Fiscal Year - Article XIII B (Proposition 13)

20 a) Resolution No. 821: A Resolution of the Board of Trustees of the Santa Ynez River
21 Water Conservation District, Improvement District No.1 Establishing the Appropriation
22 Limit for Fiscal Year 2022/2023 Pursuant to Article XIII B of the California Constitution
23

24 The Board packet included draft Resolution No. 821 and a copy of the Public Notice
25 regarding the FY 2022/2023 Appropriation Limitation Calculation that was published
26 in the Santa Ynez Valley News on June 9, 2022 and June 16, 2022 and posted on the
27 District's website and at the District Office on May 18, 2022.
28

29 Mr. Garcia reported that the appropriation limit and related calculations for the FY
30 2022/2023 were presented to the Board at the May 17, 2022 Board Meeting and were
31 published and publicly noticed in accordance with applicable requirements. He stated
32 that no public comment was received. Mr. Garcia explained that the FY 2022/2023
33 appropriation limit is \$2,300,918 based on factors and calculations published by the
34 California Department of Finance. He stated that adoption of a Resolution is required
35 pursuant to Government Code Section 7910 to establish an appropriation limit each
36 fiscal year and recommended approval of Resolution No. 821 Establishing the
37 Appropriation Limit for Fiscal Year 2022/2023.
38

39 There was no public comment.
40

41 It was **MOVED** by Trustee Parker, seconded by Trustee Joos, to adopt Resolution No.
42 821, Establishing the Appropriation Limit at \$2,300,918 for the Fiscal Year 2022/2023
43 pursuant to Article XIII of the California Constitution.
44

45 The Resolution was adopted and carried by the following 5-0-0 roll call vote:
46

47 **AYES, Trustees:** Jeff Clay
48 Brad Joos
49 Michael Burchardi
50 Jeff Holzer
51 Lori Parker

1 NOES, Trustees: None
2 ABSTAIN, Trustees: None
3 ABSENT, Trustees: None
4

5 3. Consider Adoption of the Final Budget for Fiscal Year 2022/2023

6 a) Final Budget Summary

7 The Board packet included the Final Budget for Fiscal Year 2022/2023, a related Staff
8 Report, and Draft Resolution No. 822.
9

10 Mr. Garcia summarized the Final Budget for FY 2022/2022 that was included in the
11 Board packet. He explained that the Board reviewed the Preliminary Budget at the May
12 17, 2022 Regular Board meeting, which included a detailed budget narrative, summary
13 of revenues and expenses, debt service, and capital improvement project expenses. He
14 indicated that the Board was asked to provide any comments and/or questions prior to
15 preparation and presentation of the Final Budget in June. Mr. Garcia reported that since
16 the May Board meeting no additional comments were received from the Board or the
17 public. Mr. Garcia recommended approval of Resolution No. 822 approving and
18 adopting the FY 2022/2023 Final Budget and requesting the collection of an assessment
19 levy of \$875,000 for the Fiscal Year 2022/2023.
20

21 There was no public comment.
22

23 b) Resolution No. 822: A Resolution of the Board of Trustees of the Santa Ynez River
24 Water Conservation District, Improvement District No.1 Adopting the Final Budget for
25 Fiscal Year 2022/2023 and Requesting an Assessment Levy Required to Collect \$875,000
26

27 It was **MOVED** by Trustee Joos, seconded by Trustee Burchardi, to adopt Resolution No.
28 822, Adopting the Final Budget for Fiscal Year 2022/2023 and Requesting an
29 Assessment Levy Required to Collect \$875,000.
30

31 The Resolution was adopted and carried by the following 5-0-0 roll call vote:
32

33 AYES, Trustees: Jeff Clay
34 Brad Joos
35 Michael Burchardi
36 Jeff Holzer
37 Lori Parker
38

39 NOES, Trustees: None
40 ABSTAIN, Trustees: None
41 ABSENT, Trustees: None
42

43 **10. REPORT, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**
44

45 **A. SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

46 1. Eastern Management Area Update

47 The Board packet included the May 26, 2022 Notice and Agenda for the Regular Meeting
48 of the Eastern Management Area (EMA) Groundwater Sustainability Agency (GSA), State
49 of California Executive Order N-7-22, and Santa Barbara County Board of Supervisors May
50 24, 2022 materials for the County's Temporary Water Well Permitting Ordinance.
51

1 Mr. Garcia reported on the activities related to the EMA GSA. He stated that he and Trustee
2 Joos attended the May 26, 2022 EMA Meeting and reported on the topics discussed. Mr.
3 Garcia stated that the Santa Barbara County Board of Supervisors adopted a Temporary
4 Water Well Permitting Ordinance on May 24, 2022 in response to Governor Newsom's
5 Executive Order N-7-22. He reviewed the County's well permitting process under the
6 Temporary Ordinance and reported the next EMA GSA Committee will address a proposed
7 EMA process and set of criteria for administering requests for written verifications under
8 Executive Order N-7-22.
9

10 **B. CALIFORNIA DROUGHT CONDITIONS**

11 1. Update Regarding Statewide Drought Conditions

12 The Board packet included the Department of Water Resources (DWR) Current Reservoir
13 Conditions, recent State Water Resources Control Board Drought Emergency Regulations,
14 and the Santa Ynez River Water Conservation District, Improvement District No.1 Water
15 Supply Alert.
16

17 Mr. Garcia reviewed the Board packet materials, including the current and historical
18 conditions of the major reservoirs in California as published by DWR. He reviewed the
19 State Water Resources Control Board Water (SWRCB) Emergency Conservation
20 Regulations issued on May 24, 2022 and June 14, 2022 related to wasteful and unreasonable
21 water use and related restrictions, and the ban on watering non-functional turf at
22 commercial, industrial, and institutional properties. Mr. Garcia referenced the District's
23 Water Supply Alert that has been in place since 2017. He reported that the recent water
24 conservation regulations adopted by the SWRCB are similar to the District's Water Supply
25 Alert requirements. Mr. Garcia reported that staff will be preparing additional
26 correspondence to District customers regarding ongoing drought conditions and
27 compliance with applicable regulations and water conservation measures. He explained
28 that the District's diversified water supply portfolio and reduced water use throughout the
29 District compared to historic patterns indicate that the District is not currently compelled
30 to transition to a more restrictive stage of water use restrictions; provided, however, that
31 such a transition may be necessary depending on hydrologic conditions and forecasts for
32 the upcoming fall/winter season. The Board discussed the District's current water
33 conservation restrictions and those of neighboring water agencies and requested that staff
34 develop updated information on the District's different stages of water use restrictions that
35 could be implemented if drought conditions continue.
36

37 **C. CENTRAL COAST WATER AUTHORITY**

38 1. Update Regarding CCWA's Temporary Warren Act Contract for the Cachuma Project

39 The Board packet included Central Coast Water Authority (CCWA) Agenda for the June 9,
40 2022 Special Meeting Board of Directors Meeting, June 6, 2022 CCWA Board of Directors
41 Memorandum and a Temporary Contract between the United States and the Central Coast
42 Water Authority providing for Storage and Conveyance of Non-Project Water.
43

44 Mr. Garcia provided an overview of the existing CCWA Warren Act Contract with the
45 United States Bureau of Reclamation (USBR) for the Cachuma Project. He explained that
46 CCWA has been working with USBR to negotiate an interim contract extension as the
47 current 25-year contract is set to expire in June 2022. He reported that the CCWA Board of
48 Directors approved the Interim Contract at their June 9, 2022 meeting. He explained that
49 the National Marine Fisheries Services (NMFS) became involved in the interim contract
50 process and has imposed new restrictions that were not previously discussed or addressed
51 during the negotiation process. Mr. Garcia stated that the new restrictions will require

1 discussion on mixing and other operational issues and how to mitigate impacts to
2 downstream water quality. He stated that CCWA, USBR, the Santa Ynez River Water
3 Conservation District, and other affected parties will need to work together to address the
4 issues and develop solutions. Mr. Garci indicated that more information would be
5 provided as it becomes available.
6

7 **11. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS,**
8 **ANNOUNCEMENTS, COMMITTEE REPORTS, AND OTHER MATTERS AND/OR COMMUNICATIONS**
9 **NOT REQUIRING BOARD ACTION**

10
11 The Board packet included a June 8, 2022 Los Olivos Community Services District Regular Meeting
12 Agenda, June 8, 2022 Wastewater Treatment Workshop Agenda and Board packet materials, and
13 the June 2022 Family Farm Alliance Monthly Briefing.
14

15 Mr. Garcia reported that the Santa Ynez River Water Conservation District (SYRWCD) will be
16 holding a Special Meeting on June 23, 2022 to discuss their groundwater charge rates for FY 2022-
17 2023. He stated that there was a recent Court of Appeal decision in City of San Buenaventura vs.
18 United Water Conservation District, where the Court ruled that the Water Code provision relied
19 upon by SYRWCD to charge M&I pumpers at least three times more than agricultural pumpers is
20 unconstitutional. Mr. Garcia reported that he has communicated with SYRWCD about the Court
21 of Appeal decision and related issues. He noted that further information will be provided as it
22 becomes available.
23

24 **12. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS FILING OF VARIOUS ITEMS:**
25 The Correspondence List was received by the Board.
26

27 **13. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA:**
28 There were no requests from the Board.
29

30 **14. NEXT MEETING OF THE BOARD OF TRUSTEES:**
31 President Clay stated that the next Regular Meeting of the Board of Trustees is scheduled for July
32 19, 2022 at 3:00 p.m.
33

34 **15. CLOSED SESSION:**
35 The Board adjourned to closed session at 5:35 p.m.
36

37 **A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

38 [Subdivision (d)(1) of Section 54956.9 of the Government Code - 2 Cases]

- 39 1. Name of Case: Adjudicatory proceedings pending before the State Water Resources
40 Control Board regarding Permit 15878 issued on Application 22423 to the City of
41 Solvang, Petitions for Change, and Related Protests
42
- 43 2. Name of Case: Central Coast Water Authority, et al. v. Santa Barbara County Flood
44 Control and Water Conservation District, et al., Santa Barbara County Superior Court
45 Case No. 21CV02432
46

47 **B. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION BY THE AGENCY**

48 [Subdivision (d)(4) of Section 54956.9 of the Government Code - 1 Matter]
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16. RECONVENE INTO OPEN SESSION:

[Sections 54957.1 and 54957.7 of the Government Code]

The public participation phone line was re-opened, and the Board reconvened to open session at approximately 6:16 p.m.

Mr. Garcia announced that the Board met in closed session concerning Agenda Items 15.A.1, 15.A.2, and 15.B., and that there was no reportable action from closed session.

17. ADJOURNMENT

Being no further business, it was **MOVED** by Trustee Parker, seconded by Trustee Joos, and carried by a 4-0-0 roll call vote, with Trustee Holzer absent at the time of the vote, to adjourn the meeting at approximately 6:17 p.m.

RESPECTFULLY SUBMITTED,

DRAFT

Mary Martone, Secretary to the Board

DRAFT

ATTEST:

Jeff Clay, President

MINUTES PREPARED BY:

DRAFT

Karen King, Board Administrative Assistant

**BOARD OF TRUSTEES
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO.1
July 19, 2022**

Consent Agenda Report

CA-1. Water Supply and Production Report. Total water production in **June 2022 (469 AF)** was 71 AF greater than total production in May (398 AF), slightly higher than the most recent 3-year running average (2019-2021) for the month of **June (446 AF)**, yet notably less than the most recent 10-year running average (2012-2021) for the month of **June (534 AF)**. Generally, the District's overall demands and total production have been trending well below historic levels for domestic, rural residential, and agricultural water deliveries due to water conservation, changing water use patterns, and private well installations. **However, exceptionally dry conditions in 2022 have caused demands and total production over the last several months to be higher than the most recent 3-year average.**

For the month of **June**, approximately **270 AF** was produced from the Santa Ynez Upland wells, and approximately **199 AF** was produced from the 4.0 cfs and 6.0 cfs Santa Ynez River well fields. As reflected in the Monthly Water Deliveries Report from the Central Coast Water Authority (CCWA), the District did not request or take delivery of any SWP supplies for the month. Direct diversions to the County Park and USBR were **2.87 AF**.

The USBR Daily Operations Report for Lake Cachuma in **June** (ending June 30, 2022) recorded the end of month lake elevation at **706.13'** with the end of month storage of **82,339 AF**. USBR recorded total precipitation at the lake of **0.0 inches in June**. For the month, reservoir storage was supplemented with **1,065.8 AF** of SWP deliveries for South Coast entities. Reservoir evaporation in **June** was **1,179.8 AF**.

Based on the maximum storage of 193,305 AF, Cachuma reservoir currently (as of **July 11, 2022**) is at approximately **41.7%** of capacity, with current storage of **80,423 AF** (Santa Barbara County Flood Control District, Rainfall and Reservoir Summary). At a point when reservoir storage exceeds 100,000 AF, the Cachuma Member Units typically have received a full allocation. Conversely, a 20% pro-rata reduction from the full allocation is scheduled to occur in Water Years beginning at less than 100,000 AF, where incremental reductions may occur (and previously have occurred) at other lower storage levels. **For the federal WY 2021-2022 (October 1, 2021 through September 30, 2022), the Cachuma Member Units jointly requested an allocation of approximately 83% of the Project's annual operational yield of 25,714 AF. By letter dated September 24, 2021, USBR issued a 70% allocation decision for WY 2021-2022, which equates to 18,000. ID No.1's 10.31% share of this allocation amounts to 1,855 AF (current water year balance is approximately 1,727 AF). In addition to its 2021-2022 allocation, ID No.1 currently holds approximately 2,215 AF of previous years carryover water in the reservoir, subject to evaporation. The Cachuma Member Units have been working with USBR and the County Water Agency to evaluate the current and projected amounts of unallocated water in the reservoir and will soon issue a joint allocation request to USBR for federal WY 2022-2023.**

Water releases for the protection of fish and aquatic habitat are made from Cachuma reservoir to the lower Santa Ynez River pursuant to the 2000 Biological Opinion issued by the National Marine Fisheries Service (NMFS) and the 2019 Water Rights Order (WR 2019-0148) issued by the State Water Resources Control Board (SWRCB). These releases are made to Hilton Creek and to the stilling basin portion of the outlet works at the base of Bradbury Dam. The water releases required under the NMFS 2000 Biological Opinion to avoid jeopardy to steelhead and adverse impacts to its critical habitat are summarized as follows:

NMFS 2000 Biological Opinion

- *When Reservoir Spills and the Spill Amount Exceeds 20,000 AF:*
 - *10 cfs at Hwy 154 Bridge during spill year(s) exceeding 20,000 AF*
 - *1.5 cfs at Alisal Bridge when spill amount exceeds 20,000 AF and if steelhead are present at Alisal Reach*
 - *1.5 cfs at Alisal Bridge in the year immediately following a spill that exceeded 20,000 AF and if steelhead are present at Alisal Reach*

- *When Reservoir Does Not Spill or When Reservoir Spills Less Than 20,000 AF:*
 - *5 cfs at Hwy 154 when Reservoir does not spill and Reservoir storage is above 120,000 AF, or when Reservoir spill is less than 20,000 AF*
 - *2.5 cfs at Hwy 154 in all years when Reservoir storage is below 120,000 AF but greater than 30,000 AF*
 - *1.5 cfs at Alisal Bridge if the Reservoir spilled in the preceding year and the spill amount exceeded 20,000 AF and if steelhead are present at Alisal Reach*
 - *30 AF per month to “refresh the stilling basin and long pool” when Reservoir storage is less than 30,000 AF*

The water releases required under the SWRCB Water Rights Order 2019-0148 for the protection of fish and other public trust resources in the lower Santa Ynez River and to prevent the waste and unreasonable use of water are summarized as follows:

SWRCB Order WR 2019-0148

- *During Below Normal, Dry, and Critical Dry water years (October 1 – September 30), releases shall be made in accordance with the requirements of the NMFS 2000 Biological Opinion as set forth above.*

- *During Above Normal and Wet water years, the following minimum flow requirements must be maintained at Hwy 154 and Alisal Bridges:*
 - *48 cfs from February 15 to April 14 for spawning*
 - *20 cfs from February 15 to June 1 for incubation and rearing*
 - *25 cfs from June 2 to June 9 for emigration, with ramping to 10 cfs by June 30*
 - *10 cfs from June 30 to October 1 for rearing and maintenance of resident fish*
 - *5 cfs from October 1 to February 15 for resident fish*

- *For purposes of SWRCB Order WR 2019-0148, water year classifications are as follows:*
 - *Wet is when Cachuma Reservoir inflow is greater than 117,842 AF;*
 - *Above Normal is when Reservoir inflow is less than or equal to 117,842 AF or greater than 33,707 AF;*
 - *Below Normal is when Reservoir inflow is less than or equal to 33,707 AF or greater than 15,366 AF;*
 - *Dry is when Reservoir inflow is less than or equal to 15,366 AF or greater than 4,550 AF*
 - *Critical Dry is when Reservoir inflow is less than or equal to 4,550 AF*

For the month of June, water releases for fish were approximately 69.5 AF to Hilton Creek and approximately 549.8 AF to the outlet works for a total of 619.3 AF. As of the end of June 2022, a total of approximately 47,316.9 AF of Cachuma Project water has been released under regulatory requirements for the protection of fish and fish habitat below Bradbury Dam since the year after the last spill in 2011.

CA-2. State Water Project (SWP) and Central Coast Water Authority (CCWA) Updates.

As previously reported, on January 20, 2022, the California Department of Water Resources (DWR) issued a Notice to SWP Contractors that the 2022 SWP Table A allocation has been increased from 0 percent to 15 percent.¹ That increased allocation translated to 105 AF for ID No.1's 2022 share of Table A supplies through CCWA. **However, by Notice to SWP Contractors dated March 18, 2022, DWR has reduced the Table A allocation from 15 percent down to 5 percent. This decreased allocation equates to 35 AF for ID No.1's share of Table A supplies through CCWA.** The District also holds approximately 181 AF of prior years carryover in San Luis Reservoir.

As indicated in the June 9, 2022 meeting agenda for the CCWA Board of Directors and July 14 meeting agenda for the CCWA Operations Committee (both attached), CCWA remains actively engaged in a variety of matters relating to the SWP, including but not limited to: SWP supplies and ongoing drought conditions; SWP operations; the 2022 Supplemental Water Purchase Program; the temporary CCWA Warren Act Contract for Cachuma Reservoir; potential water management strategies; and pending litigation against the Santa Barbara County Flood Control and Water Conservation District. The next meeting of the CCWA Board of Directors is currently scheduled for July 28.

¹ By way of background, on December 1, 2021, DWR issued an Initial 2022 SWP Table A allocation stating that DWR would be allocating 2022 SWP available supplies on a basis that ensures the SWP Contractors can meet their outstanding minimum human health and safety demands for water. According to DWR, that initial "Health and Safety" allocation was to be based on minimum unmet water demands for domestic supply, fire protection, and sanitation needs during the year, which the SWRCB has established as not more than 55 gallons per capita per day. Because no CCWA agencies identified unmet health and safety demands, DWR's December 2021 Notice translated to an Initial 0 percent Table A allocation for CCWA and its participants.

UNITED STATES DEPARTMENT OF THE INTERIOR
 U.S. BUREAU OF RECLAMATION-CACHUMA PROJECT-CALIFORNIA

JUNE 2022

LAKE CACHUMA DAILY OPERATIONS

RUN DATE: July 1, 2022

DAY	ELEV	STORAGE		COMPUTED* INFLOW AF.	CCWA INFLOW AF.	PRECIP ON RES. SURF. AF.	RELEASE - AF.				EVAP		PRECIP INCHES	
		IN LAKE	CHANGE				TUNNEL	HILTON CREEK	OUTLET	SPILLWAY	AF.	INCH		
	707.51	84,738												
1	707.47	84,668	-70	16.4	36.5	.0	67.3	1.8	19.0	.0	34.8	.290	.00	
2	707.43	84,598	-70	27.5	36.4	.0	76.0	1.8	19.0	.0	37.1	.310	.00	
3	707.38	84,511	-87	11.6	36.3	.0	77.0	1.8	19.0	.0	37.1	.310	.00	
4	707.33	84,423	-88	5.1	36.2	.0	77.6	1.8	20.0	.0	29.9	.250	.00	
5	707.27	84,318	-105	-9.2	36.2	.0	75.3	1.8	19.0	.0	35.9	.300	.00	
6	707.24	84,266	-52	46.6	36.3	.0	79.5	1.8	19.0	.0	34.6	.290	.00	
7	707.18	84,161	-105	-12.3	36.2	.0	72.4	1.7	19.0	.0	35.8	.300	.00	
8	707.14	84,091	-70	28.9	33.1	.0	78.8	1.8	18.0	.0	33.4	.280	.00	
9	707.10	84,021	-70	23.9	36.2	.0	67.6	1.8	19.0	.0	41.7	.350	.00	
10	707.06	83,952	-69	19.0	36.2	.0	67.7	1.8	19.0	.0	35.7	.300	.00	
11	707.02	83,882	-70	25.3	36.3	.0	65.6	1.7	19.0	.0	45.3	.380	.00	
12	706.97	83,794	-88	12.5	29.5	.0	67.6	1.8	19.0	.0	41.6	.350	.00	
13	706.94	83,742	-52	16.4	36.2	.0	38.7	1.7	19.0	.0	45.2	.380	.00	
14	706.89	83,655	-87	-8.6	36.2	.0	55.8	1.8	19.0	.0	38.0	.320	.00	
15	706.86	83,602	-53	34.3	30.8	.0	56.8	1.7	18.0	.0	41.6	.350	.00	
16	706.81	83,515	-87	2.6	36.5	.0	66.1	19.0	1.8	.0	39.2	.330	.00	
17	706.76	83,427	-88	4.6	36.5	.0	69.2	1.7	19.0	.0	39.2	.330	.00	
18	706.70	83,323	-104	-16.1	36.5	.0	71.6	1.8	19.0	.0	32.0	.270	.00	
19	706.65	83,235	-88	1.5	36.4	.0	70.8	1.7	19.0	.0	34.4	.290	.00	
20	706.58	83,114	-121	-29.1	36.4	.0	68.4	1.8	19.0	.0	39.1	.330	.00	
21	706.55	83,062	-52	41.5	36.3	.0	70.1	1.7	19.0	.0	39.0	.330	.00	
22	706.51	82,993	-69	32.8	36.3	.0	70.1	1.7	19.0	.0	47.3	.400	.00	
23	706.46	82,907	-86	13.8	36.3	.0	70.5	1.7	19.0	.0	44.9	.380	.00	
24	706.42	82,838	-69	26.2	36.2	.0	69.2	1.7	18.0	.0	42.5	.360	.00	
25	706.37	82,752	-86	11.0	36.2	.0	67.7	1.7	19.0	.0	44.8	.380	.00	
26	706.32	82,666	-86	11.7	36.2	.0	71.9	1.7	19.0	.0	41.3	.350	.00	
27	706.28	82,597	-69	27.2	35.9	.0	70.1	1.7	19.0	.0	41.3	.350	.00	
28	706.23	82,511	-86	9.6	34.7	.0	69.5	1.6	18.0	.0	41.2	.350	.00	
29	706.18	82,425	-86	20.3	30.6	.0	70.3	1.7	19.0	.0	45.9	.390	.00	
30	706.13	82,339	-86	9.3	36.2	.0	70.8	1.7	19.0	.0	40.0	.340	.00	
TOTAL (AF)			-2,399	404.3	1,065.8	.0	2,070.0	69.5	549.8	.0	1,179.8	9.940	.00	
(AVG)		83,513												

COMMENTS:

* COMPUTED INFLOW IS THE SUM OF CHANGE IN STORAGE, RELEASES, AND EVAPORATION MINUS PRECIP ON THE RESERVOIR SURFACE AND CCWA INFLOW.

DATA BASED ON 24-HOUR PERIOD ENDING 0800.

INDICATED OUTLETS RELEASE INCLUDE ANY LEAKAGE AROUND GATES.



Santa Barbara County - Flood Control District

130 East Victoria Street, Santa Barbara CA 93101 - 805.568.3440 - www.countyofsb.org/pwd

Rainfall and Reservoir Summary

Updated 8am: 7/11/2022

Water Year: 2022

Storm Number: NA

Notes: Daily rainfall amounts are recorded as of 8am for the previous 24 hours. Rainfall units are expressed in inches. All data on this page are from automated sensors, are preliminary, and subject to verification.

*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends
 County Real-Time Rainfall and Reservoir Website link: > <http://www.countyofsb.org/hydrology>

Rainfall	ID	24 hrs	Storm 0day(s)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	0.00	0.00	9.11	55%	55%	
Cachuma Dam (USBR)	332	0.00	0.00	0.00	12.69	65%	64%	
Carpinteria (Fire Stn)	208	0.00	0.00	0.00	10.02	59%	58%	
Cuyama (Fire Stn)	436	0.00	0.00	0.00	4.51	60%	59%	
Figueroa Mtn. (USFS Stn)	421	0.00	0.00	0.00	13.17	62%	61%	12.5
Gibraltar Dam (City Facility)	230	0.00	0.00	0.00	17.70	68%	67%	12.5
Goleta (Fire Stn-Los Carneros)	440	0.00	0.00	0.00	11.88	65%	64%	
Lompoc (City Hall)	439	0.00	0.00	0.00	9.94	69%	68%	12.5
Los Alamos (Fire Stn)	204	0.00	0.00	0.00	9.30	61%	61%	
San Marcos Pass (USFS Stn)	212	0.00	0.00	0.00	26.77	80%	79%	
Santa Barbara (County Bldg)	234	0.00	0.00	0.00	13.38	73%	73%	
Santa Maria (City Pub.Works)	380	0.00	0.00	0.00	7.95	60%	60%	
Santa Ynez (Fire Stn /Airport)	218	0.00	0.00	0.00	10.13	65%	64%	
Sisquoc (Fire Stn)	256	0.00	0.00	0.00	7.47	50%	49%	

County-wide percentage of "Normal-to-Date" rainfall : **64%**

County-wide percentage of "Normal Water-Year" rainfall : **63%**

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2022 (End of WY2022).

AI (Antecedent Index / Soil Wetness)
 6.0 and below = Wet (min. = 2.5)
 6.1 - 9.0 = Moderate
 9.1 and above = Dry (max. = 12.5)

Reservoirs

Reservoir Elevations referenced to NGVD-29.
 **Cachuma is full and subject to spilling at elevation 750 ft.
 However, the lake is surcharged to 753 ft. for fish release water.
 (Cachuma water storage is based on Dec 2013 capacity revision)

Click on Site for Real-Time Readings	Spillway Elev. (ft)	Current Elev. (ft)	Max. Storage (ac-ft)	Current Storage (ac-ft)	Current Capacity (%)	Storage Change Mo.(ac-ft)	Storage Change Year*(ac-ft)
Gibraltar Reservoir	1,400.00	1,385.94	4,693	1,949	41.5%	-191	1,675
Cachuma Reservoir	753.**	705.59	192,978	80,423	41.7%	-821	-18,847
Jameson Reservoir	2,224.00	2,207.54	4,848	3,021	62.3%	-35	-64
Twitchell Reservoir	651.50	NA	194,971	NA		NA	NA

[Previous Rainfall and Reservoir Summaries](#)

California Irrigation Management Information System (CIMIS)

CIMIS Daily Report

Rendered in ENGLISH Units.

Wednesday, June 1, 2022 - Monday, July 4, 2022

Printed on Tuesday, July 5, 2022

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (in)	Precip (in)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
6/1/2022	0.28	0.00	752 R	11.2	93.3 Y	42.0	67.9	98	20	48	47.4	3.2	76.4	73.7
6/2/2022	0.25	0.00	702	13.2	89.5	47.4	66.4	99	29	60	52.0	3.3	78.0	74.1
6/3/2022	0.22	0.00	679	15.0	81.1	51.6	63.6	100	41	75	55.5	3.8	90.5	74.5
6/4/2022	0.21	0.00	645	14.0	78.9	52.5	64.5	100	41	68	53.6	3.7	88.9	74.6
6/5/2022	0.25	0.00	727	16.2	84.3	49.1	67.5	97	47	70	57.5	3.9	92.5	74.8
6/6/2022	0.22	0.00	666	16.8 Y	83.0	52.5	66.6	100	48	75 Y	58.6 Y	3.7	89.6	75.1
6/7/2022	0.24	0.00	731	14.0	84.0	49.9	63.6	100	40	70	53.5	3.2	76.3	75.4
6/8/2022	0.26	0.00	752 R	14.0	89.3	45.8	65.8	100	28	65	53.6	3.5	83.5	75.5
6/9/2022	0.24	0.00	675	15.1	93.3	55.7	72.3 Y	100	30	56 Y	55.7 Y	3.1	73.4	75.7
6/10/2022	0.28 R	0.00	745	15.0	101.5 Y	52.2	76.4 R	99	21	-- R	-- I	2.7 Y	64.4 Y	76.2
6/11/2022	0.28 R	0.00	742	15.8	98.2 Y	56.0	76.2 R	100	26	-- R	-- I	3.0	71.1	77.0
6/12/2022	0.26	0.00	730	17.3 Y	90.2	53.4	70.7 Y	100	36	67 Y	59.4 Y	3.6	87.4	77.7
6/13/2022	0.24	0.00	705	14.0	80.6	48.4	65.4	100	34	66	53.6	4.1	99.2	78.0
6/14/2022	0.28	0.00	767 R	11.4	97.8 Y	41.9	67.5	99	15	50	48.1	3.4	80.7	77.8
6/15/2022	0.28	0.00	757 R	13.4	94.9	45.0	69.2	100	22	55	52.3	3.0 Y	72.5 Y	77.6
6/16/2022	0.26	0.00	758 R	13.8	87.8	47.7	64.9	100	34	66	53.2	3.6	85.7	77.7
6/17/2022	0.20	0.00	630	11.2	75.7	50.2	61.1	93	31	61	47.6	3.5	83.6	77.6
6/18/2022	0.25	0.00	756 R	11.3	78.4	44.4	61.3	98	35	61	47.7	3.6	86.7	77.3
6/19/2022	0.25	0.00	747	11.6	82.6	47.9	63.5	100	30	58	48.4	3.4	82.4	77.0
6/20/2022	0.27	0.00	760 R	11.7	93.0	42.1	67.2	99	26	52	48.8	3.0 Y	72.5 Y	77.0
6/21/2022	0.30	0.00	762 R	11.4	94.2	47.3	72.1	98	4	42	48.0	3.5	83.1	77.2
6/22/2022	0.28	0.00	755 R	11.2	99.7 Y	45.0	71.2	99	16	43	47.6	2.9 Y	69.2 Y	77.6
6/23/2022	0.28	0.00	758 R	14.1	99.4 Y	52.3	72.2	99	20	52	53.6	3.0 Y	73.0 Y	78.0
6/24/2022	0.27	0.00	732	14.3	97.7	53.4	72.6	100	22	52	54.1	3.1 Y	73.9 Y	78.5
6/25/2022	0.28	0.00	728	12.2	98.4 Y	53.7	71.9	100	1	46	49.9	3.1 Y	74.9 Y	78.9
6/26/2022	0.27	0.00	734	14.7	95.4	54.1	70.5	100	26	58	54.9	3.1 Y	75.3 Y	79.3
6/27/2022	0.28	0.00	732	13.3	99.1 Y	54.3	72.7	100	1	48	52.2	3.1 Y	73.8 Y	79.5
6/28/2022	0.28	0.00	730	13.7	101.4 Y	53.4	73.5 Y	100	10	49 Y	53.0 Y	3.1 Y	74.4 Y	79.8
6/29/2022	0.26	0.00	725	14.6	94.6	52.5	69.8	99	27	59	54.8	3.0 Y	71.4 Y	80.1
6/30/2022	0.24	0.00	707	13.9	88.0	53.1	65.5	100	30	65	53.4	3.1 Y	74.5 Y	80.2
Tots/Avg	7.76	0.00	726	13.6	90.8	49.8	68.5	99	26	58	52.4	3.3	79.3	77.1

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (in)	Precip (in)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
7/1/2022	0.23	0.00	702	13.8	84.6	52.3	63.5	100	36	69	53.1	3.0 Y	72.5 Y	80.1
7/2/2022	0.21	0.00	677	13.8	76.8	53.9	62.1	94	44	72	53.1	3.2 Y	76.8 Y	80.0
7/3/2022	0.22	0.00	711	13.1	75.5	54.6	62.3	92	45	69	51.8	3.4	82.0	79.7
7/4/2022	0.24	0.00	723	14.4	83.4	54.2	65.8	91	37	66	54.3	3.4	82.5	79.6
Tots/Avg	0.90	0.00	703	13.8	80.1	53.8	63.4	94	41	69	53.1	3.3	78.5	79.9

Flag Legend		
A - Historical Average	I - Ignore	R - Far out of normal range
C or N - Not Collected	M - Missing Data	S - Not in service
H - Hourly Missing or Flagged Data	Q - Related Sensor Missing	Y - Moderately out of range
Conversion Factors		



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

TO: Ray Stokes, Executive Director
Dessi Mladenova, Controller

July 12, 2022

FROM: Christine Forsyth, Administrative Assistant

SUBJECT: REVISED Monthly Water Deliveries for June 2022

[Note: This Revised Delivery Report for the month of June 2022 reflects a change in Bradbury deliveries into Lake Cachuma. Please discard previous June report.]

According to the CCWA revenue meters at each turnout, the following deliveries were made during the month of June 2022:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Chorro	175.76
López.....	237.92
Shandon.....	0.00
Guadalupe.....	0.96
Santa Maria.....	273.05
Golden State Water Co.....	0.00
Vandenberg.....	0.10
Buellton	6.67
Solvang	63.34
Santa Ynez ID#1	0.00
Bradbury.....	<u>1,060.34</u>
TOTAL	1,818.14

In order to reconcile these deliveries with the DWR revenue meter, which read 1814 acre-feet, the following delivery amounts should be used for billing purposes:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Chorro	175
López	237
Shandon.....	0
Guadalupe.....	1
Santa Maria	261*
Golden State Water Co	10*
Vandenberg	0
Buellton	7
Solvang	63
Santa Ynez ID#1	0
Bradbury	<u>1,060</u>
TOTAL	1,814

***Golden State Water Company delivered 10 acre-feet into its system through the Santa Maria turnout. This delivery is recorded by providing a credit of 10 acre-feet to the City of Santa Maria and a charge in the same amount, to the Golden State Water Company.**

Notes: Santa Ynez ID#1 water usage is divided into 0 acre-feet of Table A water and 0 acre-feet of exchange water.

The exchange water is allocated as follows

<u>Project Participant</u>	<u>Exchange Amount (acre-feet)</u>
Goleta	0
Santa Barbara	0
Montecito	0
Carpinteria	0
TOTAL	0

Bradbury Deliveries into Lake Cachuma are allocated as follows:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Carpinteria	227
Goleta	595
La Cumbre	137
Montecito	0
Morehart	9
Santa Barbara	92
Raytheon	0
TOTAL	1,060

cc: Tom Bunosky, GWD
Mike Babb, Golden State WC
Rebecca Bjork, City of Santa Barbara
Janet Gingras, COMB
Craig Kesler, San Luis Obispo County
Paeter Garcia, Santa Ynez RWCD ID#1
Shad Springer, City of Santa Maria
Shannon Sweeney, City of Guadalupe
Robert MacDonald, Carpinteria Valley WD
Mike Alvarado, La Cumbre Mutual WC
Pernell Rush, Vandenberg AFB
Nick Turner, Montecito WD
Jose Acosta, City of Solvang
Rose Hess, City of Buellton

**REVIEW AND APPROVAL OF
DELIVERY RECORDS AND ASSOCIATED
CALCULATIONS**



John Brady
Deputy Director, Operations and Engineering
Central Coast Water Authority



**A REGULAR MEETING OF THE OPERATING COMMITTEE
of the
CENTRAL COAST WATER AUTHORITY**

will be held at 9:00 a.m., on Thursday, July 14, 2022
at 255 Industrial Way, Buellton, California

Members of the public may participate by video call or telephone via
URL: <https://meetings.ringcentral.com/j/1444519499>
or telephone by dialing 1(623)404-9000 and entering code #144 451 9499

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at lfw@ccwa.com no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

I. Call to Order and Roll Call

II. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code section 54956.9(d) (1)

Name of case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al. (Case No. 21CV02432)

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)

Number of cases: 1

Agenda Item II, the Closed Session, is anticipated to take 20 minutes. The remainder of the Meeting will start no earlier than 9:20 am.

III. RETURN TO OPEN SESSION

IV. Public Comment – (Any member of the public may address the Committee relating to any matter within the Committee's jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)

V. Election of Officers

VI. * Consent Calendar

A. Minutes of the March 10, 2022 Operating Committee Meeting

Staff Recommendation: Approve Consent Calendar.

VII. Executive Director's Report

A. Operations Update

Staff Recommendation: Informational item only.

255 Industrial Way
Buellton, CA 93427
(805) 688-2292
Fax (805) 686-4700
www.ccwa.com

* Indicates attachment of document to agenda packet

Continued

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- B. Water Supply Situation Report and 2022 Supplemental Water Purchase Program Update
Staff Recommendation: Informational item only.
- C. Planning for a Dry 2023 Water Year: Water Supply and Operational Challenges and Possible Mitigation Measures
Staff Recommendation: Informational item only.
- D. Warren Act Contract Update
Staff Recommendation: Informational item only.
- E. Alternative Discharge Point for State Water at the Lake Cachuma Penstock Facilities
Staff Recommendation: Informational item only.
- * F. Aquaterra Water Bank Proposal and Term Sheet
Staff Recommendation: Informational item only.
- * G. DWR Calendar Year 2023 Statement of Charges
Staff Recommendation: Informational item only.

VIII. Reports from Committee Members for Information Only

IX. Date of Next Regular Meeting: October 13, 2022

X. Adjournment



A Special Meeting of the
**BOARD OF DIRECTORS
 OF THE
 CENTRAL COAST WATER AUTHORITY**

will be held at 2:00 p.m., on Thursday, June 9, 2022
 at 255 Industrial Way, Buellton, California
 and

Rincon Room, 1021 Anacapa Street, Santa Barbara, California

Members of the public may participate by video call or telephone via
 URL: <https://v.ringcentral.com/join/597324184>
 or by dialing (650) 419-1505 and entering access Code/Meeting ID: 597324184 #

- Eric Friedman
Chairman
- Ed Andrisek
Vice Chairman
- Ray A. Stokes
Executive Director
- Brownstein Hyatt
Farber Schreck
General Counsel
- Member Agencies*
- City of Buellton
- Carpinteria Valley
Water District
- City of Guadalupe
- City of Santa Barbara
- City of Santa Maria
- Goleta Water District
- Montecito Water District
- Santa Ynez River Water
Conservation District,
Improvement District #1
- Associate Member*
- La Cumbre Mutual
Water Company

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at lfw@ccwa.com no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

I. Call to Order and Roll Call

II. CLOSED SESSION

- A. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Government Code section 54956.8
 Property: *Warren Act Contract*
 Agency negotiator: *Ray Stokes*
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)
 Number of cases: 1

Agenda Item II, the Closed Session, is anticipated to take 30 minutes. The remainder of the Meeting will start no earlier than 2:30 p.m.

III. Return to Open Session

- A. Report on Closed Session Actions (if any)

IV. Public Comment – (Any member of the public may address the Board relating to any matter within the Board’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)

V. Executive Director’s Report

- * A. Temporary Warren Act Contract Between CCWA and United States Bureau of Reclamation
Staff Recommendation:
 1. Adopt Resolution No. 2022-05 for Approval of Temporary Warren Act Contract No. 22-WC-20-5954 with United States Bureau of Reclamation approving the Temporary Warren Act Contract and authorizing the Chair of the Board to execute the Temporary Warren Act Contract; and
 2. Authorize the Chair of the Board to do and cause to be done any and all acts and things necessary or appropriate to allow for CCWA’s continued use of the Cachuma Project on a temporary, interim, or emergency basis for a period not to exceed 90 days.

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- VI. Reports from Board Members for Information Only**
- VII. Items for Next Regular Meeting Agenda**
- VIII. Date of Next Regular Meeting: June 23, 2022**
- IX. Adjournment**

022-state-water-project-table-a-allocation-decrease-from-15-to-5-percent)



Central Coast Water Authority

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JUL
28
2022

Board Meeting

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2021 ANNUAL WATER QUALITY REPORT

(Consumer Confidence Report)

**Santa Ynez River Water Conservation District,
Improvement District No.1**

BOARD OF TRUSTEES:

Division 1	Jeff Holzer
Division 2	Jeff Clay
Division 3	Lori Parker
Division 4	Michael Burchardi
At Large	Brad Joos

Office Location:

3622 Sagunto Street
Santa Ynez, CA 93460

Mailing Address:

P.O. Box 157
Santa Ynez, CA 93460

Phone No.: (805) 688-6015

Fax No.: (805) 688-3078

Website: www.syrwd.org

2021 ANNUAL WATER QUALITY REPORT

(Consumer Confidence Report)

Santa Ynez River Water Conservation District, Improvement District No.1 (District)

To All District Customers:

This Annual Water Quality Report (AWQR) provides a summary of the water quality results from sampling of the District's water supply wells, distribution system, and State Water Project supplies for the 2021 calendar year. As a public water purveyor to the communities of Santa Ynez, Los Olivos, Ballard, the Santa Ynez Band of Chumash Indians, and the City of Solvang (wholesale), the District operates under a permit issued by the State Water Resources Control Board, Division of Drinking Water (DDW) (formerly California Department of Public Health). Pursuant to its Water Supply Permit and California Safe Drinking Water regulations, the District routinely tests all of its water supplies obtained from wells according to a comprehensive list of potential contaminants and other constituents. State Water Project supplies are similarly tested by the Central Coast Water Authority (CCWA). The results of these sampling and monitoring efforts for the 2021 calendar year are included in this report, along with additional information regarding your water supplies. Analytical data presented in this report represent the quality of the water delivered daily to you through your water service connection.

District Water Sources Used in 2021:

1) Groundwater – 17 supply wells

In 2021, the District operated seven (7) of its wells to produce groundwater from the Santa Ynez Upland groundwater basin. The Upland basin encompasses approximately 130 square-miles within the Santa Ynez Valley east of Buellton. The District wells in the Upland basin range in depth from less than 500 feet to over 1,300 feet.

The District also operated ten (10) of its wells to produce groundwater from the subsurface alluvial portion of the lower Santa Ynez River. The River alluvium is separated from the Upland basin by a barrier of impermeable rocks and soils. The District's River wells are constructed to a depth of approximately 70 feet or less.

2) Surface Water – State Water Project

Surface water served by the District comes from the State Water Project. The District's entitlement from the Cachuma Project is exchanged for an equal amount of State Water under an exchange agreement with water agencies on the south coast of Santa Barbara County. In addition to the exchanged Cachuma water, the District also receives State Water directly by entitlement through CCWA. Surface water from the California Aqueduct is treated at the Polonio Pass Water Treatment Plant in San Luis Obispo County prior to entering the 143-mile-long pipeline in route to the District's Mesa Verde Pumping Plant in Santa Ynez.

Drinking Water Source Assessments

The 1996 Amendments to the Federal Safe Drinking Water Act established the Drinking Water Source Assessment and Protection (DWSAP) Program to assess all sources of drinking water for vulnerability to contamination and to establish source protection programs. The District has evaluated each of its well locations in accordance with the program guidelines. Possible contaminating activities (PCAs) in the Upland basin and the River alluvium include septic systems, agricultural drainage and the application of agricultural chemicals, other wells (active and abandoned), upstream contaminant sources, and surface runoff from roads. For the 2021 reporting period, the only contaminant associated with these PCAs detected in any of the wells was nitrate (reported as NO₃-N). Nitrate was detected in six (6) Upland wells and two (2) River wells, with detected concentrations ranging from 0.85 to 6.8 parts per million (ppm). Annual monitoring of all active supply wells is required to ensure that nitrate concentrations remain below the 10 ppm Maximum Contaminant Level (MCL). Should nitrate concentrations exceed one-half the MCL, more frequent (quarterly) monitoring would be required. All assessment information is maintained by the District.

TERMS USED IN THIS REPORT:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs or MCLGs (see below) as is economically and technologically feasible. Secondary MCLs are set to make drinking water aesthetically pleasing (i.e., protect the taste, odor, and appearance of the water).

Primary Drinking Water Standards (PDWS): MCLs for contaminants that potentially affect health along with their monitoring, reporting, and water treatment requirements.

Secondary Drinking Water Standards (SDWS): MCLs for contaminants that affect taste, odor, or appearance of drinking water. Contaminants with SDWSs do not affect health at the established MCL.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a disinfectant added for water treatment below which there is no known or expected risk to health. MRDLGs are set by the U.S. Environmental Protection Agency.

Maximum Residual Disinfectant Level (MRDL): The level of a disinfectant added for water treatment that may not be exceeded in drinking water delivered to the customer.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the Office of Environmental Health and Hazard Assessment (OEHHA).

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency (USEPA).

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Detection Limit for the Purposes of Reporting (DLRs): The minimum concentration a certified laboratory must detect for a given analytical parameter to comply with State regulations.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Potential Contaminants in Source Water

Federal regulation requires the following information to be included in this report. Because it is general information, it does not necessarily apply to the drinking water provided by the District. Information specific to your drinking water is found in the summary table on pages 3 and 4 below.

Generally, sources of tap water and bottled water include rivers, lakes, streams, ponds, reservoirs, springs, and groundwater supplies. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that could be present in source water include the following:

- *Microbial contaminants*, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- *Inorganic contaminants*, such as salts and metals that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- *Pesticides and herbicides*, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- *Organic chemical contaminants*, including synthetic and volatile organic chemicals that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- *Radioactive contaminants*, which can be naturally occurring, or be the result of oil and gas production or mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and DDW prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. DDW regulations also establish limits for contaminants in bottled water that require the same level of protection for public health.

Analytical Results

The following summary table of analytical results lists the range and average concentrations of regulated contaminants (and other water quality constituents) that were detected during the most recently required sampling applicable to the 2021 reporting period for each source and constituent listed. The table also shows results of the District's required distribution system sampling. It is worth noting that chemicals not detected are not included in the report. Additionally, DDW sampling requirements allow for source monitoring of certain contaminants less than once per year because the concentrations of these contaminants do not vary significantly from year to year. Therefore, some of the data listed in the table, though representative of the source water quality, are more than a year old.

2021 Annual Water Quality Report - Santa Ynez River Water Conservation District, ID No.1

Parameter	Units	State MCL	PHG (MCLG)	State DLR	Drinking Water Source		Major Sources in Drinking Water
					Range Average	State Water	

PRIMARY STANDARDS--Mandatory Health-Related Standards

CLARITY

Combined Filter Effluent Turbidity ^a	NTU	TT=<1 NTU every 4 hours TT=95% of samples <0.3 NTU			Range %	0.04 - 0.14 100%	NA NA	Soil runoff
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INORGANIC CHEMICALS

Aluminum	ppm	1000	600	50	Range Average	ND - 0.086 0.061	ND ND	Residue from water treatment process; erosion of natural deposits
Arsenic	ppb	10	0.004	2	Range Average	ND ND	ND - 3 0.5	Erosion of natural deposits; orchard runoff; from glass/electronics production wastes
Barium	ppm	1	2	0.1	Range Average	ND ND	ND - 0.1 0.09	Discharges of oil drilling wastes and metal refineries; erosion of natural deposits
Chromium (Total Cr)	ppb	50	(100)	10	Range Average	ND ND	ND - 21 3.2	Erosion of natural deposits; steel, pulp mills, and chrome plating wastes
Fluoride	ppm	2	1	0.1	Range Average	ND ND	ND - 0.31 0.3	Erosion of natural deposits; water additive for tooth health
Nickel	ppb	100	12	10	Range Average	ND ND	ND - 13 1.2	Erosion of natural deposits; discharge from metal factories
Nitrate (as Nitrogen)	ppm	10	10	0.4	Range Average	ND ND	ND - 6.8 1.7	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
Selenium	ppb	50	30	5	Range Average	ND ND	ND - 11 4.3	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits

RADIONUCLIDES

Gross Alpha ^b	pCi/L	15	NA	3	Range Average	ND ND	ND - 7.2 2.7	Erosion of natural deposits
Uranium ^c	pCi/L	20	0.5	1	Range Average	NC NC	1.6 - 5.6 3.5	Erosion of natural deposits

SECONDARY STANDARDS--Aesthetic Standards

Aluminum	ppb	200	NA	50	Range Average	ND - 0.086 0.061	ND ND	Residue from water treatment process; erosion of natural deposits
Chloride	ppm	500	NA	-	Range Average	94 - 147 116	26 - 57 39	Runoff/leaching from natural deposits; seawater influence
Color	ACU	15	NA	-	Range Average	ND ND	ND - 3 0.3	Naturally-occurring organic materials
Corrosivity (Aggressive Index) ^d	none	non-corrosive	NA	-	Range Average	12 12	12.1 - 12.7 12.3	Balance of hydrogen, carbon, & oxygen in water, affected by temperature & other factors
Iron	ppb	300	NA	100	Range Average	ND ND	ND - 140 13	Leaching from natural deposits; industrial wastes
Odor Threshold	TON	3	NA	1	Range Average	ND - 2 1	1 - 3 1	Naturally-occurring organic materials
Specific Conductance	µmho/cm	1600	NA	-	Range Average	580 - 802 644	700 - 1100 895	Substances that form ions when in water; seawater influence
Sulfate	ppm	500	NA	0.5	Range Average	84 84	30 - 270 163	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (TDS)	ppm	1000	NA	-	Range Average	360 360	400 - 710 569	Runoff/leaching from natural deposits;
Lab Turbidity (ID#1) Turbidity (State Water)	NTU	5	NA	-	Range Average	ND - 0.25 0.06	ND - 1.60 0.50	Soil erosion/runoff
Zinc	ppb	5000	NA	50	Range Average	ND ND	ND - 100 9	Leaching from natural deposits; industrial wastes

ADDITIONAL PARAMETERS (Unregulated)

Alkalinity (Total) as CaCO ₃ equivalents	ppm	NA	NA	-	Range Average	62 - 92 78	260 - 360 291	Runoff/leaching from natural deposits; seawater influence
Boron	ppb	NA	NL=1,000	100	Range Average	NC NC	110 - 320 186	Runoff/leaching from natural deposits; wastewater, and fertilizers/pesticides.
Calcium	ppm	NA	NA	-	Range Average	24 24	34 - 100 71	Runoff/leaching from natural deposits; seawater influence
Chromium, Hexavalent ^e	ppb	NA	0.02	1.0	Range Average	0.13 0.13	ND - 16 6.8	Discharges from industrial manufacturers; erosion of natural deposits

2021 Annual Water Quality Report - Santa Ynez River Water Conservation District, ID No.1

Parameter	Units	State MCL	PHG (MCLG)	State DLR	Range Average	Drinking Water Source		Major Sources in Drinking Water
						State Water	Ground Water	

ADDITIONAL PARAMETERS (Unregulated)

Geosmin	ng/L	NA	NA	(1)	Range	ND - 17	NC	An organic compound mainly produced by blue-green algae (cyanobacteria)
					Average	3.8	NC	
Hardness (Total) as CaCO ₃	ppm	NA	NA	-	Range	98 - 162	290 - 510	Leaching from natural deposits
					Average	123	405	
Heterotrophic Plate Count ^f	CFU/mL	TT	NA	-	Range	0 - 221	NA	Naturally present in the environment
					Average	3	NA	
Magnesium	ppm	NA	NA	-	Range	16	42 - 100	Runoff/leaching from natural deposits; seawater influence
					Average	16	55	
2-Methylisoborneol (MIB)	ng/L	NA	NA	NA	Range	ND - 18	NC	An organic compound mainly produced by blue-green algae (cyanobacteria)
					Average	5.9	NC	
pH	pH Units	NA	NA	-	Range	7.4 - 8.8	7.35 - 8.10	Runoff/leaching from natural deposits; seawater influence
					Average	8.3	7.61	
Potassium	ppm	NA	NA	-	Range	3.6	2.0 - 2.7	Runoff/leaching from natural deposits; seawater influence
					Average	3.6	2.2	
Sodium	ppm	NA	NA	-	Range	83	38 - 60	Runoff/leaching from natural deposits; seawater influence
					Average	83	47	
Total Organic Carbon (TOC) ^g	ppm	TT	NA	0.30	Range	1.1 - 4.1	NA	Various natural and manmade sources.
					Average	2.2	NA	
Vanadium	ppb	NA	NL=50	3	Range	NC	ND - 23	Leaching from natural deposits; industrial wastes
					Average	NC	11	

Distribution System Water Quality

ORGANIC CHEMICALS

Total Trihalomethanes ^h	ppb	80	NA	NA	Range	43 - 58	5.7 - 53.5	By-product of drinking water chlorination
					Highest LRAA	52.8	36.2	
Haloacetic Acids	ppb	60	NA	1,2 ⁱ	Range	6.3 - 11	2.7 - 15.4	By-product of drinking water chlorination
					Highest LRAA	13.0	11.3	

DISINFECTION

Total chlorine residual CCWA Distribution	ppm	MRDL = 4.0	MRDLG = 4.0	-	Range	1.37 - 3.58	-	Measurement of the disinfectant used in the production of drinking water
					Average	2.79	-	
Free/total chlorine residual ID No.1 Distribution	ppm	MRDL = 4.0	MRDLG = 4.0	-	Range	-	0.48 - 3.72	Measurement of the disinfectant used in the production of drinking water
					Average	-	1.82	

Abbreviations and Notes

Footnotes:

- (a) Turbidity (NTU) is a good indicator of the effectiveness of a filtration system. Monthly turbidity values for State Water are listed in the Secondary Standards section.
- (b) Gross alpha particle activity monitoring required every nine years for State Water; more frequent monitoring is required for some groundwater based on detected levels. Reported average and range are from most recent sampling of all supply wells.
- (c) Uranium monitoring is dependent on measured gross alpha particle activity.
- (d) The District's Water Supply Permit, issued by DDW (formerly DPH), requires monitoring of the asbestos levels in the distribution system in the areas that contain asbestos cement pipes whenever the aggressive index (AI) of the water served to the public is below 11.5.
- (e) There is currently no MCL for Hexavalent Chromium. The previous MCL of 10.0 ppb was withdrawn on September 11, 2017.
- (f) Pour plate technique – monthly averages.
- (g) TOCs are taken at the State Water treatment plant's combined filter effluent.
- (h) Compliance based on the LRAA of distribution system samples. Values reported are the range of all 2021 sample results and highest locational running annual average.
- (i) Monochloroacetic Acid (MCAA) has a DLR of 2.0 ug/L while the other four Haloacetic Acids have DLR's of 1.0 ug/L.

Abbreviations

ACU = Apparent Color Units
 CCWA = Central Coast Water Authority
 CFU/ml = Colony Forming Units per milliliter
 DLR = Detection Limit for the Purpose of Reporting
 ID No.1 = Santa Ynez River Water Conservation District, Improvement District No.1
 LRAA - Locational Running Annual Average
 NA = Not Applicable
 NC = Not Collected
 ND = Non-detect
 ng/L = nanograms per liter
 NL = Notification Level
 NTU = Nephelometric Turbidity Units
 pCi/L = PicoCuries per liter
 ppb = parts per billion, or micrograms per liter (µg/L)
 ppm = parts per million, or milligrams per liter (mg/L)
 SI = saturation index
 TON = Threshold Odor Number
 µmho/cm = micromhos per centimeter

Revised Total Coliform Rule (RTCR)

This Water Quality Report reflects changes in drinking water regulatory requirements during 2021. As of July 1, 2021, all water systems are required to comply with the State Revised Total Coliform Rule (RTCR), which adds the requirements of the federal RTCR (effective since April 1, 2016) to the state Total Coliform Rule (TCR). Like the TCR, the new RTCR maintains the purpose of protecting public health by ensuring the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E. coli bacteria). Water systems that exceed a specified frequency of total coliform occurrences are now required to conduct an assessment to determine if any sanitary defects exist. If found, these defects must be corrected by the water system. The USEPA anticipates greater public health protection as the RTCR requires water systems that are vulnerable to microbial contamination to identify and fix problems. District bacteriological monitoring in 2021 confirmed compliance with both the state TCR and federal RTCR. There were no MCL exceedances for total coliform or E. coli bacteria, as noted in the following table.

SAMPLING RESULTS: DISTRIBUTION SYSTEM MONITORING							
Microbiological Contaminants	No. of Samples Required ¹	No. of Samples Collected	Highest No. of Detections	No. of Months in Violation	MCL	MCLG	Typical Source of Bacteria
Total Coliform Bacteria	153	204	(In a month) 0	0	More than 1 sample in a month with a detection	0	Naturally present in the environment
Fecal Coliform or E. coli	153	204	(In a month) 0	0	A routine sample and a repeat sample detect total coliform and either sample also detects fecal coliform or E. coli	0	Human and animal fecal waste
2018 Lead & Copper ²	No. of samples collected	90 th percentile level detected	No. Sites exceeding AL	AL	MCLG	Typical Source of Contaminant	
Lead (ppb) ³	20	ND	0	15	0.2	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.	
Copper (ppm)	20	0.120	0	1.3	0.3	Internal corrosion of household water plumbing systems; erosion of natural deposits; leaching from wood preservatives.	

Notes:

1. Three bacteriological samples per week are required based on the number of District service connections, as specified in the California Code of Regulations (CCR), Chapter 15, Title 22 (Domestic Water Quality and Monitoring). The District optionally monitors bacteria at a fourth location weekly to assure representative sampling of the entire distribution system.
2. Sampling requirements are specified in the Lead and Copper Rule, CCR, Title 22 and are based on the population served. Samples are obtained from a representative sampling of customer's internal plumbing. Following initial sampling specified in CCR, Title 22, Chapter 17.5, representative sampling for lead and copper is required once every three years. The data summary displayed in the table above is from data obtained in August of 2021. The next scheduled sampling for lead and copper is in the summer of 2024.
3. In 2018, the District sampled for lead in both public and private school water systems within the District's service area. See "Additional Information Regarding your Drinking Water" in this report for more information.

EPA Safe Drinking Water Hotline

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. Environmental Protection Agency's (USEPA) Safe Drinking Water Hotline (1-800-426-4791).

Surface Water Supply – The State Water Project

As indicated above, all surface water from the State Water Project that was used by the District in 2021 was obtained from the Central Coast Water Authority (CCWA), an agency formed in 1991 to finance, construct, and operate State Water treatment and delivery facilities on behalf of all Santa Barbara County participants in the State Water Project. Runoff from the Sierra Nevada watershed travels more than 500 miles through the rivers, pipelines, and aqueducts that make up the State Water Project before reaching the District's Mesa Verde Pumping Station. State Water is treated by CCWA at the Polonio Pass Water Treatment Plant (PPWTP), located in San Luis Obispo County. This 43 million-gallon per day facility was designed and constructed to treat all State Water served to San Luis Obispo and Santa Barbara Counties. CCWA conducts weekly testing of the treated State Water at numerous locations along its 143-mile pipeline. For more information about the treatment and delivery of State Water, please visit the CCWA website at www.ccwa.com.

As a reminder, State Water delivered to the District is disinfected with chloramines by CCWA as the final step in the raw water treatment process. While chloramines do not pose a health hazard to the general population, they can be dangerous to people undergoing kidney dialysis unless the chloramines are reduced to acceptable levels. Dialysis patients should already be aware of this concern and be taking the proper precautions when receiving dialysis treatment. Additionally, **chloraminated water is toxic to fish**. Local pet stores and fish suppliers can be contacted regarding the necessary treatment of chloraminated water to assure it is safe for fish.

Cross-Connection Control Program

As many of our residential, commercial, and agricultural customers know, the District requires the installation and maintenance of backflow prevention devices where an actual or potential cross-connection exists to protect and ensure safe water quality within our distribution system. District Resolution No. 482 establishes the District's Cross-Connection Control Program to assure compliance with DDW regulatory requirements (17 CCR, Section 7584) and to prevent the contamination of water within our distribution system. For additional information regarding this program, please contact the District to receive a copy of our cross-connection control brochure or the District's Cross-Connection Control Policy.

Additional Information Regarding Your Drinking Water

COVID-19

Your Tap Water Remains Safe – The District's water supplies remain safe and reliable for drinking, hand washing, and all other purposes. According to the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC), COVID-19 has not been detected in drinking water supplies and, based on current evidence, the risk to water supplies is very low. Furthermore, all sources of the District's water supply are treated and disinfected to levels proven effective in eliminating viruses (such as COVID-19), bacteria, and other pathogens.

Hexavalent Chromium (Cr6)

Chromium is a naturally occurring metal present in ore deposits and rock types found in the nearby San Rafael Mountains, which make up a large portion of the Upland basin area that recharges the District's Upland groundwater wells. As a result, chromium (including Cr6) is present in some of the District's Upland basin wells. On July 1, 2014, the State of California enacted a new MCL for Cr6 in drinking water of 10 ppb, previously regulated under the Total Chromium MCL of 50 ppb. However, the MCL was withdrawn on September 11, 2017, pending further evaluation and re-establishment of a new Cr6 MCL by the State Water Resources Control Board (SWRCB). In March of 2022, the SWRCB released an administrative draft Cr6 MCL of 10 ppb. As part of the proposed regulatory revisions, small water systems such as the District will have a 3-year compliance schedule once the official rule making process is complete, which could occur by summer 2023.

Risks of Lead in Drinking Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing to the extent they contain lead. In 2018, the District conducted a survey of all the water service lines within the distribution system and concluded that no lead service lines were ever installed or used by the District. The District is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components in your home that are not owned or installed by the District. According to DDW, when your water has

been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/lead>.

Lead in Schools

Amendments to the California Health and Safety Code in October 2017 required community water systems to perform lead testing within their service area boundaries at all public school sites constructed prior to January 1, 2010. All testing of lead in public schools (kindergarten – 12th grade) was required to be reported to the State by July 1, 2019. In the spring of 2018, the District contacted all public and private schools within the District's service area to offer lead testing of the potable water sources (e.g., faucets, drinking fountains, cooking facilities) on each of the school sites. All of the public schools and nearly all of the private schools within the District's service area participated in the Lead Testing Program. All sampling of participating school sites was completed and reported to the State in the fall of 2018. Analytical results for all lead testing conducted in both public and private school water systems were below the Action Level (AL) of 15 ppb. All results were reported directly to the schools and the California State Water Resources Control Board.

Recommendation for Customers with Special Water Needs

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised individuals such as people with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, and some elderly and infants can be particularly at risk from infections. These people should seek advice from their health care providers regarding the potential risks of drinking water supplies. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the USEPA Safe Drinking Water Hotline, as referenced above.

Annual Water Quality Report (AWQR) – Electronic Delivery

Similar to last year, this 2021 AWQR is available electronically on the District's website, which minimizes printing and mailing costs, and reduces paper consumption. Hard copies of the AWQR are available at the District office and will be mailed or emailed upon request.

Attention Landlords and Other Property Managers

We recommend that landlords and other property managers display this report in a public location such as a lobby, laundry room, or community room. If you would like to receive additional copies of this report, please contact the District office at (805) 688-6015.

Public Participation

If you are interested in learning more about your water supply, District customers and other members of the public are invited to attend the regularly scheduled meetings of the Board of Trustees on the **third Tuesday of each month, 3:00 P.M.** Meetings are typically held at the Santa Ynez Community Service District Conference Room, 1070 Faraday Street, Santa Ynez. Alternatively, attendance is currently available via teleconference access. For more information, please contact the District office at (805) 688-6015 or visit the District's web site at www.syrwd.org.

The District appreciates this opportunity to communicate our efforts in delivering reliable, high quality drinking water to District customers. We are interested in any questions or suggestions you may have pertaining to this report or any other water quality issues. For additional information, please contact Eric Tambini, Water Resources Manager, at (805) 688-6015.

Our Mission Statement: *To provide the residential and agricultural customers in the Santa Ynez River Water Conservation District, Improvement District No.1 service area with a reasonably priced, reliable, high quality water supply, and efficient and economical public services.*

Information in Spanish

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse con Santa Ynez River Water Conservation District, ID No. 1 al numero de telefono (805)-688-6015 para asistirlo en español.

REVISED NOTICE AND AGENDA OF SPECIAL MEETING

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

**SPECIAL MEETING WILL BE HELD
REMOTE PARTICIPATION ONLY
AT 06:30 P.M., THURSDAY, JUNE 30, 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: 894 2100 1196 - Meeting Passcode: 945360

- 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 **Wednesday, June 29, 2022**, and should indicate **“June 30, 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 EASTERN MANAGEMENT AREA
IN THE SANTA YNEZ RIVER GROUNDWATER BASIN

THURSDAY, JUNE 30, 2022, 6:30 P.M.

REVISED 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 EMA-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 “EMA 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 EMA GSA verification of new well permits under Executive Order Number 7-22
 - a) Draft EMA Process and Criteria for Administering Written Verifications Per EO N-7-22
 - b) Draft Indemnification Agreement
 - c) Draft Reimbursement Agreement
 - d) Draft Well-Permit Acknowledgement
 - e) Draft GSI Scope of Work
- VI. Update on Publication of Notice Under Government Code Section 6066 and Water Code Section 10730 of Intent to Adopt Fee for Compliance with Executive Order Number 7-22
- VII. Consider approval of additional budget for GSI to upload annual water-level data as required by SGMA
- VIII. Next Special EMA GSA Meeting, Thursday, July 21, 2022, at 6:30 p.m.
- IX. Next Regular EMA GSA Meeting, Thursday, August 25, 2022, at 6:30 p.m.
- X. EMA GSA Committee requests and comments
- XI. 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.]

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. 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 must be mailed to the EMA GSA as follows: Eastern Management Area Groundwater Sustainability Agency, P.O. Box 719, Santa Ynez, California 93460. **Additionally, electronic copies of all submittal materials and any questions must be emailed to:** mcyoung@countyofsb.org; bbuelow@syrwcd.com; jacosta@cityofsolvang.com; and pgarcia@syrwd.org.

[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.

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

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 (with counsel reasonably approved by the GSA), 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;
 - b. From any and all causes whatsoever, including the acts, errors, or omissions of the Owner and Applicant and his, her, its, and/or their respective officers, officials, employees, agents, consultants, and contractors (hereinafter "Claim"); and
 - c. 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.
 - d. The indemnification obligation of the Owner and Applicant does not apply to the GSA Parties' sole negligence or willful misconduct.
2. **Defense.** Owner and Applicant shall permit the GSA Parties, with the GSA Parties' unlimited discretion, to direct and participate in the defense of any Claim, including, but not limited to, use of GSA Parties' counsel to defend the 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, including, but not limited to, the manner in which the defense is conducted.

If the GSA Parties reasonably determine that having common counsel would present such counsel with a conflict of interest, or if the Owner or Applicant fails to promptly assume the defense of any Claim or to promptly employ counsel reasonably satisfactory to the GSA Parties, then the GSA Parties may employ separate counsel to represent or defend the GSA Parties and the Owner and Applicant shall

pay the reasonable attorneys' fees and costs of such counsel.

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.
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. In the event of any irresolvable conflict or inconsistency in the terms of the Agreement, the GSA, in its sole discretion, shall resolve the conflict or inconsistency and implement the final decision.

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 \$ ____,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.

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:

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

Santa Ynez River Valley Groundwater Basin Eastern 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 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



PROPOSAL

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

To: Matt Young, County of Santa Barbara
From: Tim Nicely and Jeff Barry, GSI Water Solutions, Inc.
Date: June 13, 2022

At your request, we have prepared this brief scope and estimated budget to review, on behalf of the Groundwater Sustainability Agency (GSA), requests by applicants requesting a permit from the County of Santa Barbara Department of Environmental Health Services (EHS) for a new or replacement well within the EMA. The GSA is required by Governor Newsom's Executive Order N-7-22 and the County Board of Supervisors Urgency Ordinance dated May 24, 2022 to review well construction and modification permit applications to determine whether or not a written verification can be provided that groundwater extraction by the proposed new or replacement well¹

1. would be "inconsistent with any sustainable groundwater management program" established by the Groundwater Sustainability Plan (GSP) adopted by that GSA, and
2. would decrease the likelihood of achieving a sustainability goal for the basin covered by such GSP.

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

Scope of Work

The scope of work for reviewing new or replacement well applications includes 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 EMA.
- Determine whether the geologic setting and aquifer that the well would be completed in would be within in a Principal Aquifer that is managed by the GSA (in this case the Paso Robles Formation or Careaga Sand).

¹ New wells are those resulting in new or additional groundwater production from the EMA 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 EMA 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 EMA and within the vicinity of the proposed well site.
- Evaluate whether the well would increase production within the EMA. Based on this, it will be determined 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 EMA, 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. 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.

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 Section 5.2 of the EMA'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.

Santa Ynez River Valley Groundwater Basin
Eastern 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 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 ~~(with counsel reasonably approved by the GSA)~~, 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;
 - ~~b. From any and all causes whatsoever, including the acts, errors, or omissions of the Owner and Applicant and his, her, its, and/or their respective officers, officials, employees, agents, consultants, and contractors (hereinafter "Claim"); and~~
 - c. 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.
 - d. The indemnification obligation of the Owner and Applicant does not apply to the GSA Parties' sole negligence or willful misconduct.
2. **Defense.** Owner and Applicant shall permit the GSA Parties, ~~with the GSA Parties' unlimited discretion, to direct and participate in the defense of any Claim, including, but not limited to, use of GSA Parties' counsel to defend the 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, including, but not limited to, the manner in which the defense is conducted.~~

~~If the GSA Parties reasonably determine that having common counsel would present such counsel with a conflict of interest, or if the Owner or Applicant fails to promptly assume the defense of any Claim or to promptly employ counsel reasonably satisfactory to the GSA Parties, then the GSA Parties may employ separate counsel to represent or defend the GSA Parties and the Owner and Applicant shall~~

pay the reasonable attorneys' fees and costs of such counsel.

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.
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. ~~In the event of any irresolvable conflict or inconsistency in the terms of the Agreement, the GSA, in its sole discretion, shall resolve the conflict or inconsistency and implement the final decision.~~

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 \$ ___,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.

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:

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.

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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

Temporary Warren Act Contract – Year 2022
M&I Only
Contract No. 22-WC-20-5954

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
THE CENTRAL COAST WATER AUTHORITY
PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	
	Explanatory Recitals	
1	Definitions	4
2	Term of Contract.....	7
3	Introduction, Storage, Conveyance, and Delivery of Non-Project Water	7
4	Measurement of Non-Project Water	11
5	Operation and Maintenance by Operating Non-Federal Entity	13
6	Payments and Adjustments.....	14
7	Medium for Transmitting Payments	16
8	Excess Capacity	17
9	Acreage Limitation Provisions	17
10	Receipt and Distribution of Non-Project Water – Sale, Transfer, or Exchange of Non-Project Water	18
11	Water Conservation	18
12	United States Not Liable.....	18
13	Rules, Regulations, Opinions and Determinations	19
14	Protection of Water and Air Quality.....	20
15	Charges for Delinquent Payments	21
16	Equal Employment Opportunity	22
17	Certification of Non-Segregated Facilities	23
18	Compliance with Civil Rights Laws and Obligations	24
19	General Obligation – Benefits Conditioned Upon Payment.....	25
20	Books, Records, and Reports.....	25
21	Contingent Upon Appropriations or Allotment of Funds.....	25
22	Assignment Limited – Successors and Assigns Obligated.....	26

Table of Contents – continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
23	Officials Not to Benefit	26
24	Changes in Contractor’s Organization.....	26
25	Notices	26
26	Incorporation of Exhibits.....	26
27	Contract Drafting Considerations	26
	Signature Page.....	27
	Exhibit A – Contractor’s Boundary Map	
	Exhibit B – Rates	
	Exhibit C – Source(s) of Contractor’s Non-Project Water	
	Exhibit D - Water Quality Standards	

17 District Improvement District No. 1, hereinafter collectively referred to as the Member Units;
18 and

19 [2nd] WHEREAS, on July 6, 1995, the Contractor and the Cachuma Project
20 Authority, currently known as Cachuma Operations Maintenance Board (COMB), a joint
21 exercise of powers authority comprised of the Member Units, entered into a Memorandum of
22 Understanding (MOU) for the creation of a trust fund dedicated to developing and supporting
23 water management programs and projects beneficial to the Cachuma Project with the expectation
24 that the United States would become a party to such MOU in conjunction with entering into a
25 contract permitting the Contractor's use of the Cachuma Project for the Storage and/or
26 Conveyance of Non-Project Water; and

27 [3rd] WHEREAS, on July 25, 1995, the United States and the Contractor
28 entered into Contract No. 5-07-20-W1282, to Store and/or Convey through facilities of the
29 Cachuma Project a supply of Non-Project Water for municipal and industrial uses; and

30 [4th] WHEREAS, on June 2, 1997, the United States and the Contractor entered
31 into an amendment to Contract No. 5-07-20-W1282 for the purpose of changing the definition of
32 "Year" in Contract No. 5-07-20-W1282; and

33 [5th] WHEREAS, Contractor asserts rights in a long-term contract with the
34 California Department of Water Resources, dated February 26, 1963, for the delivery of water
35 from and/or through the State Water Project to the County of Santa Barbara; and

36 [6th] WHEREAS, Contractor holds contracts with public water providers,
37 including the Member Units and parties collectively referred to as the Contractor Participants for
38 the delivery of water from and/or through State Water Project to each of the Contractor
39 Participants; and

40 [7th] WHEREAS, pursuant to the above-referenced contracts, Contractor is
41 obligated to deliver water to Lake Cachuma for Carpinteria Valley Water District, the City of
42 Santa Barbara, Goleta Water District, Montecito Water District, and other Contractor
43 Participants, hereinafter collectively referred to as the South Coast Participants; and

44 [8th] WHEREAS, pursuant to Contract No. 5-07-20-W1282, the Contractor has
45 Stored and/or Conveyed Non-Project Water in and/or through the Project since 1997; and

46 [9th] WHEREAS, pursuant to amended Contract No. 14-06-200-5222R, and as
47 amended, the United States transferred responsibility for the operation and maintenance (O&M)
48 of a portion of the Project Facilities and the costs of such O&M to the designated Operating
49 Non-Federal Entity; and

50 [10th] WHEREAS, Contractor has a continuing need for the Storage and/or
51 Conveyance of Non-Project Water from and/or through Project to the extent that Excess
52 Capacity is available in Project Facilities; and

53 [11th] WHEREAS, Contract No. 5-07-20-W1282 expires in June 2022, but
54 “Year” under that contract and this Contract is defined as the period from and including October
55 1st of the Calendar Year through September 30th of the following Calendar Year. Therefore, this
56 Contract includes accounting provisions that apply to only the 2021-2022 Contract Year, to
57 adjust for the difference in contract expiration and contract year.

58 [12th] WHEREAS, the United States is willing to Store and/or Convey said Non-
59 Project Water through Excess Capacity in said Project Facilities in accordance with the terms
60 and conditions hereinafter stated; and

61 [13th] WHEREAS, it is not the intention of the parties that this Contract will
62 change the quantity of water diverted from the Santa Ynez River, the point of diversion, the

63 quantities of the Project water made available to water purveyors who receive Project water or
64 the rights and responsibilities of the Member Units concerning operation and maintenance; and

65 [14th] WHEREAS, the environmental compliance requirements for the execution
66 of this Contract have been met by Environmental Assessment CGB-EA-2022-023, entitled
67 “Central Coast Water Authority Temporary Warren Act Contract,” which resulted in a Finding
68 of No Significant Impact, dated June 14, 2022.

69 NOW, THEREFORE, in consideration of the covenants herein contained, the
70 parties agree as follows:

71 DEFINITIONS

72 1. When used herein unless otherwise distinctly expressed, or manifestly
73 incompatible with the intent of the parties as expressed in this Contract, the term:

74 (a) “Calendar Year” shall mean the period January 1 through December 31,
75 both dates inclusive;

76 (b) “Contracting Officer” shall mean the Secretary of the Interior’s duly
77 authorized representative acting pursuant to this Contract or applicable Reclamation law or
78 regulation;

79 (c) “Contractor’s Boundaries” shall mean the geographic area within which
80 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit “A”, which may
81 be modified in accordance with Article 24, without amendment of this Contract;

82 (d) “Conveyance or Convey” shall mean the transportation of Non-Project
83 water through any or all of the following: (i) Lake Cachuma, if the water is released from Lake
84 Cachuma within 30 days of its introduction, or (ii) other Project facilities;

85 (e) "CCWA Participants" shall mean water providers and water users in Santa
86 Barbara County that contract with CCWA for the delivery of imported water;

87 (f) "CCWA's South Coast Participants" shall mean Carpinteria Valley Water
88 District, City of Santa Barbara, Goleta Water District, Montecito Water District, La Cumbre
89 Mutual Water Company, Morehart Land Co. and Raytheon Systems Co.;

90 (g) "Excess Capacity" shall mean excess capacity, diversion, Storage,
91 Conveyance, or pumping capacity in Project Facilities that is not needed to meet Reclamation's
92 obligations for authorized Project purposes, as determined solely by the Contracting Officer;

93 (h) "Member Units" shall mean Carpinteria Valley Water District, City of
94 Santa Barbara, Goleta, Water District, Montecito Water District and Santa Ynez River Water
95 Conservation District Improvement District No. 1;

96 (i) "Non-Project Water" shall mean water not appropriated by the United
97 States for the Project which is acquired by or available to the Contractor from or through the
98 State Water Project from the sources identified in Exhibit "C" and from other sources as may be
99 approved by the Contracting Officer, all of which shall be treated to California drinking water
100 quality standards at Contractor's Polonio Pass Water Treatment Facility, which is located in
101 northeastern San Luis Obispo County;

102 (j) "Operating Non-Federal Entity" or "Cachuma Operations Maintenance
103 Board" or "COMB" shall mean the non-Federal entity that has the obligation pursuant to a
104 separate agreement with the United States to operate and maintain a portion of the Project
105 Facilities, and which may have funding obligations with respect thereto;

106 (k) "Project" shall mean the Cachuma Project including but not limited to
107 Bradbury Dam, Lake Cachuma (Lake), Tecolote Tunnel (Tunnel), Lauro Reservoir, and the

108 South Coast Conduit (Conduit) facilities constructed by the United States and managed by the
109 Department of the Interior, Bureau of Reclamation;

110 (l) "Project Facilities" shall mean the associated facilities, constructed as
111 features of the Cachuma Project;

112 (m) "Project Water" shall mean all water that is developed, diverted, stored, or
113 delivered by the Secretary in accordance with the statutes authorizing the Project and in
114 accordance with the terms and conditions of water rights acquired pursuant to California law;

115 (n) "Rates" shall mean the amount to be paid to the United States by the
116 Contractor, as set forth in Exhibit "B", for the use of Excess Capacity in the Project Facilities
117 made available pursuant to this Contract;

118 (o) "Secretary" shall mean the Secretary of the Interior, a duly appointed
119 successor, or an authorized representative acting pursuant to any authority of the Secretary and
120 through any agency of the Department of the Interior;

121 (p) "South Coast Member Units" shall mean Carpinteria Valley Water
122 District, City of Santa Barbara, Goleta Water District and Montecito Water District;

123 (q) "Spill" shall mean an event during which (i) the Lake surface is above the
124 Maximum Conservation Storage Pool Elevation and releases are being made through the
125 spillway, or (ii) releases are being made through the outlet works valves to maintain the Lake
126 surface at the Maximum Conservation Storage Pool Elevation. "Maximum Conservation
127 Storage Pool Elevation" is the elevation above which water may not be stored for the purpose of
128 conservation under applicable law, regulation, or operating criteria and procedures. As of the
129 effective date of this Contract, the Maximum Conservation Storage Pool Elevation is 750.0 feet
130 above Mean Sea Level;

131 (r) "Storage or Store" shall mean the retention of Non-Project Water in the
132 Lake Cachuma for a period in excess of 30 days;

133 (s) "Year" shall mean the period from and including October 1st of the
134 Calendar Year through September 30th of the following Calendar Year.

135 TERM OF CONTRACT

136 2. This Contract shall become effective on the date hereinabove written and shall
137 remain in effect through September 30, 2024: Provided, That upon written notice to the
138 Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the
139 Contracting Officer determines that the Contractor has not been complying with one or more
140 terms or conditions of this Contract.

141 INTRODUCTION, STORAGE, CONVEYANCE, AND DELIVERY OF NON-PROJECT

142 WATER

143 3. (a) During the term of this Contract, the Contractor may introduce, Store
144 and/or Convey up to 13,750 acre-feet each Year of Non-Project Water, as identified in Exhibit
145 "C", into the Project Facilities at Lake Cachuma. In addition, Contractor may Store and/or
146 Convey Non-Project Water introduced into the Project Facilities pursuant to Contract No. 5-07-
147 20-W1282 for Year 2021-2022 only, and further may introduce, Store and/or Convey Non-
148 Project Water up to 10,000 acre-feet for the period commencing with the effective date of this
149 Contract and continuing through September 30, 2022: Provided, however, that the total quantity
150 of water introduced, Stored and/or Conveyed for the Year commencing on October 1, 2021 and
151 ending on September 30, 2022, shall not exceed 13,750 acre-feet. In addition, the Contractor
152 may have the right to introduce and store additional Non-Project Water to the extent the
153 Contractor determines that it has the need for such services and to the extent the Contracting

154 Officer determines that the necessary Excess Capacity is available. The United States, acting by
155 or through the designated Operating Non-Federal Entity, shall Store and/or Convey Non-Project
156 Water through Excess Capacity in the Project Facilities from said point(s) of introduction for
157 delivery to the Contractor's South Coast Participants at the Tunnel or other location(s) mutually
158 agreed to in writing by the United States, acting by or through its agent the designated Operating
159 Non-Federal Entity, and the Contractor, acting by or through the Contractor's South Coast
160 Participants, in accordance with an approved schedule submitted by the Contractor pursuant to
161 subdivision (d) of this Article: Provided, That the quantity of Non-Project Water to be Stored
162 and/or Conveyed on behalf of the Contractor's South Coast Participants in/through Project
163 Facilities shall not exceed the quantity of Non-Project Water previously introduced into the
164 Project Facilities by the Contractor at said point(s) of introduction.

165 (a.1) In the event the quantity of water introduced by Contractor under this
166 Contract exceeds the quantity of Non-Project water authorized pursuant to subdivision (a) of this
167 Article, the Operating Non-Federal Entity shall immediately take all reasonable actions to make
168 available a like amount of water, plus conveyance loss, into the Project Facilities for use by the
169 United States for Project purposes. The provisions of this subdivision are not exclusive and shall
170 not prohibit the United States from exercising any other remedy under existing law, including
171 but not limited to the early termination of this Contract pursuant to Article 2 of this Contract.

172 (b) Exhibit "C" may be modified or replaced by mutual agreement of the
173 Contractor and the Contracting Officer to reflect changes to the Non-Project water without
174 amendment of this Contract: Provided, however, That no such modification or replacement shall
175 be approved by the Contracting Officer absent the completion of all appropriate environmental
176 documentation, including but not limited to documents prepared pursuant to the National

177 Environmental Policy Act of 1969 (NEPA) and the Endangered Species Act of 1973 (ESA), as
178 amended.

179 (c) All Non-Project Water Stored and/or Conveyed and delivered to the
180 Contractor's South Coast Participants pursuant to this Contract shall be used for Municipal and
181 Industrial purposes.

182 (d) Prior to the introduction of Non-Project Water into the Project Facilities,
183 the Contractor shall submit a schedule to the Contracting Officer and the designated Operating
184 Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the
185 Project Facilities, Provided That the desired time or times for delivery of said Non-Project Water
186 will be scheduled by the Contractor's South Coast Participants with the Operating Non-Federal
187 Entity: Provided further, That the Contractor's South Coast Participants are not required to
188 initially schedule delivery of the maximum quantity of Non-Project Water for which the
189 Contractor desires Storage and/or Conveyance during the term of this Contract. Contractor's
190 schedule for introduction of Non-Project Water, and any revision(s) thereof, shall be in a form
191 acceptable to the Contracting Officer and shall be submitted at such times and in such manner as
192 determined by the Contracting Officer. The Contractor shall not introduce Non-Project Water
193 into the Project Facilities unless and until the schedule and any revision(s) thereof have been
194 approved by the Contracting Officer.

195 (e) All Non-Project Water remaining in the Project Facilities upon expiration
196 or termination of this Contract shall be deemed to be unused water donated to the United States
197 for Project purposes. Further, all Non-Project Water introduced by Contractor into the Project
198 Facilities and made available for delivery to the Contractor's South Coast Participants from the

199 Project Facilities and not accepted by the Contractor's South Coast Participants shall be deemed
200 to be unused water donated to the United States for Project purposes.

201 (f) If Spill occurs from the Lake, the first water Spilled shall be deemed to be
202 the Non-Project Water then in the Lake. No Non-Project Water shall be introduced into the Lake
203 during a Spill: Provided, That the Contracting Officer will, to the extent possible, inform the
204 Contractor by written notice, or otherwise, of any impending Spill from the Lake: and Provided
205 further, That to the extent Non-Project Water is enroute to and/or Stored in the Lake, when the
206 Contractor has been so informed, such Non-Project Water shall, at the Contractor's South Coast
207 Participants' request, be released into the Tunnel or into the Santa Ynez River, to the extent the
208 United States is able to do so as conclusively determined by the Contracting Officer.

209 (g) The quantity of Non-Project Water shall be subject to seepage and/or
210 evaporation loss when Stored in the Lake. The quantity of water which seeps or evaporates from
211 the Lake shall be determined by the Contracting Officer in coordination with the Operating Non-
212 Federal Entity and prorated between the Non-Project Water and Project water on a monthly
213 basis.

214 (h) The Contracting Officer shall permit the Contractor to utilize Excess
215 Capacity to Store and/or Convey Non-Project Water each Year prior to permitting such use by
216 any other individual, agency or entity, excepting use of Excess Capacity by a Member Unit (or
217 successor) pursuant to an agreement between the United States and that Member Unit, which use
218 shall be considered to be of equal priority with a use of Excess Capacity by the Contractor.

219 (i) Unless otherwise agreed to in writing by the Contracting Officer, the Non-
220 Project Water shall be introduced into the Lake and delivered to the Contractor's South Coast
221 Participants through existing Project Facilities. If temporary inflow or delivery facilities are

222 required to effectuate the introduction of Non-Project Water into the Project Facilities or the
223 delivery of the Non-Project Water to the Contractor's South Coast Participants from the Project
224 Facilities, the Contractor shall, at its own cost and expense obtain all appropriate environmental
225 documents, necessary rights-of-way for such facilities, including the appropriate right of-use
226 agreement(s) or other authorizations issued by the United States for any such facilities located on
227 right-of-way for existing Project Facilities. The Contractor, at its own cost and expense, shall be
228 responsible for providing, installing, operating, maintaining, repairing, replacing, and removing
229 said inflow and delivery facilities. The Contractor hereby grants to the Contracting Officer and
230 the Operating Non-Federal Entity access, for the purposes of this Contract, to all temporary
231 inflow and delivery facilities installed by the Contractor.

232 (j) The introduction of Non-Project Water into the Project Facilities by the
233 Contractor shall be conditioned upon compliance by the Contractor with the environmental
234 measures described in the environmental documentation prepared in connection with the
235 execution of this Contract and with the terms of the applicable operations procedures approved
236 by the Contracting Officer.

237 MEASUREMENT OF NON-PROJECT WATER

238 4. (a) The quantity of Non-Project Water shall be measured and recorded prior
239 to the point of introduction into the Lake and at the point of diversion from the Lake as provided
240 in this article.

241 (b) The Non-Project Water introduced into the Lake shall be measured and
242 recorded at the Santa Ynez Pumping Plant by the Contractor with devices approved by the
243 Contracting Officer. The Contractor shall examine, test and service the measuring and recording
244 devices. Upon the written request of either party or at least once a Calendar Year, the Contractor

245 and the Contracting Officer shall investigate the accuracy of the measuring and recording
246 devices required by this Contract and the Contractor shall promptly correct any errors in
247 measurement or recording disclosed by such investigation. If such device is found to be
248 defective or inaccurate, it shall be adjusted, repaired, or replaced without expense to the United
249 States. In the event the Contractor neglects or fails to make such repairs or replacements within
250 a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting
251 Officer shall determine the appropriate measurements to be used to implement this Contract
252 pending the Contractor's completion of the necessary repairs or replacements.

253 (c) The Non-Project water delivered from the Lake to the South Coast
254 Participants shall be measured and recorded at the Tunnel. The South Coast Participants
255 currently provide for measurement and recordation of water delivered by or through a portion of
256 the Project Facilities including the Tunnel, and are responsible for the accuracy and servicing of
257 the measuring and recording devices at the Tunnel, which responsibilities are carried out through
258 COMB. Therefore, the Contractor and/or the Contractor's South Coast Participants shall seek to
259 engage the services of COMB or any successor entity thereof designated by the South Coast
260 Member Units to measure and record the quantity of Non-Project Water at the Tunnel. If COMB
261 or any successor entity declines or is unable to perform such service, the Contractor and/or the
262 Contractor's South Coast Participants shall otherwise provide for measurement and recordation
263 of Non-Project Water diverted from the Lake including the accuracy of measuring and recording
264 devices in a manner similar to that described in paragraph 4(b) above.

265 (d) Upon the request of either party to this Contract, the Contracting Officer
266 shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy
267 of all measurements of Non-Project Water required by this Contract. If the investigation

268 discloses errors in the recorded measurements, such errors shall be promptly corrected. If the
269 investigation discloses that measurement devices are defective or inoperative, the Contracting
270 Officer shall take any necessary actions to ensure that the responsible party makes the
271 appropriate adjustments, repairs, or replacements to the measurement devices. In the event the
272 Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or
273 replacements to the measurement devices within a reasonable time and to the reasonable
274 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,
275 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and
276 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed
277 billing. For any period of time during which accurate measurements of the Non-Project Water
278 have not been made, the Contracting Officer shall consult with the Contractor and the Operating
279 Non-Federal Entity prior to making a determination of the quantity of Non-Project Water
280 introduced, Stored and/or Conveyed and delivered for that period of time and such determination
281 by the Contracting Officer shall be final and binding on the Contractor.

282 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

283 5. (a) The operation and maintenance (O&M) of a portion of the Project
284 Facilities to be used to introduce, Store and/or Convey and deliver the Non-Project Water to the
285 Contractor's South Coast Participants, and responsibility for funding a portion of the costs of
286 such O&M, have been transferred from the United States to the COMB, the designated
287 Operating Non-Federal Entity, pursuant to a separate agreement, identified as amended Contract
288 No. 14-06-200-5222R, as amended. That separate agreement shall not interfere with or affect
289 the rights or obligations of the Contractor or the United States hereunder.

290 (b) The Contractor or the Contractor’s South Coast Participants, if applicable,
291 may pay directly to the COMB, or to any successor approved by the Contracting Officer under
292 the terms and conditions of the separate agreement described in subdivision (a) of this Article 5,
293 all rates, charges, or assessments of any kind, including any assessment for reserve funds, that
294 the COMB or such successor determines, sets, or establishes for the operation and maintenance
295 of the portion of the Project Facilities operated and maintained by the COMB or such successor
296 used to Store and/or Convey and deliver the Non-Project Water to the Contractor’s South Coast
297 Participants.

298 (c) For so long as the O&M of any portion of the Project Facilities used to
299 Store and/or Convey and deliver the Non-Project Water to the Contractor’s South Coast
300 Participants is performed by the COMB, or any successor thereto, the Contracting Officer shall
301 adjust those components of the Rates for the Non-Project Water Stored and/or Conveyed under
302 this Contract by deleting the costs associated with the activity being performed by the COMB or
303 its successor.

304 (d) In the event the United States reassumes O&M of any portion of the
305 Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify
306 the Contractor, in writing, and shall revise the Rates on Exhibit “B” to include the costs
307 associated with the O&M activities reassumed by the United States.

308 PAYMENTS AND ADJUSTMENTS

309 6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof
310 pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance
311 payment to the United States equal to the total amount payable pursuant to the applicable Rates
312 shown on Exhibit “B”, revised each Year, for each acre-foot of Non-Project Water to be

313 introduced into the Project Facilities: Provided, however, a reconciliation for Contract No. 5-07-
314 20-W1282 will be performed for the period October 1, 2021 through the effective date of this
315 Contract. Contractor shall be credited for overpayment and will be billed for any outstanding
316 obligations with regard to Contract No. 5-07-20-W1282. Non-Project Water shall not be
317 introduced into Project Facilities by the Contractor prior to such payment being received by the
318 United States.

319 (b) In the event the quantity of water delivered by the Operating Non-Federal
320 Entity to the Contractor's South Coast Participants exceeds the quantity of Non-Project Water
321 authorized to be introduced into the Project Facilities pursuant to subdivision (a) of Article 3 of
322 this Contract, that additional amount of water shall be deemed Project water delivered to the
323 South Coast Participants in accordance with subdivision (a)(i) of Article 3 of this Contract. The
324 Contracting Officer in coordination with the Contractor may invoke provisions not described
325 herein to resolve the unauthorized delivery of water. The provisions of this subdivision are not
326 exclusive and shall not prohibit the United States from exercising any other remedy, including
327 but not limited to the early termination of this Contract pursuant to Article 2 of this Contract.

328 (c) The amount of any overpayment by the Contractor by reason of the
329 quantity of Non-Project Water introduced into the Project Facilities and Stored and/or Conveyed
330 pursuant to this Contract, as conclusively determined by the Contracting Officer, having been
331 less than the quantity which the Contractor otherwise under the provisions of this Contract would
332 have been required to pay for, shall be applied first to any accrued indebtedness arising out of
333 this Contract then due and owing to the United States by the Contractor. Any amount of such
334 overpayment then remaining shall be refunded to the Contractor: Provided, however, That no
335 refund shall be made by the United States to the Contractor for any quantity of Non-Project

336 Water deemed to be unused water donated to the United States for Project purposes pursuant to
337 subdivision (e) of Article 3 of this Contract.

338 (d) All payments made by the Contractor pursuant to subdivision (a) of this
339 Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of
340 February 21, 1911 (36 Stat. 925).

341 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
342 Capacity are exclusive of any applicable O&M costs to be paid directly to the Operating Non-
343 Federal Entity by the Contractor. In accordance with the Act of February 21, 1911 (36 Stat.
344 925), the Contractor may not impose on its water users any charge for the use of Excess
345 Capacity, as applicable, that exceeds the total amount paid to the United States and to the
346 Operating Non-Federal Entity: Provided, That the Contractor may not impose on Contractor's
347 Participants any charge for the use of Excess Capacity, as applicable, that exceeds the total
348 amount paid to the United States and to the Operating Non-Federal Entity: Provided, That the
349 Contractor may also charge its water users such additional amounts as are necessary to cover the
350 Contractor's reasonable administrative costs in contracting with the United States for the use of
351 Excess Capacity in the Project Facilities.

352 MEDIUM FOR TRANSMITTING PAYMENTS

353 7. (a) All payments from the Contractor to the United States under this Contract
354 shall be by the medium requested by the United States on or before the date payment is due. The
355 required method of payment may include checks, wire transfers, or other types of payment
356 specified by the United States.

357 (b) Upon execution of the Contract, the Contractor shall furnish the
358 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose

359 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
360 out of the Contractor's relationship with the United States.

361 EXCESS CAPACITY

362 8. (a) The availability of Excess Capacity shall be determined solely by the
363 Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States
364 from utilizing available capacity in the Project Facilities for the storage and conveyance of
365 Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for
366 using Excess Capacity in the Project Facilities for the storage and conveyance of any other
367 supplies of Non-Project Water.

368 (b) The Contracting Officer and the Operating Non-Federal Entity shall not be
369 obligated to Store and/or Convey Non-Project Water during periods of maintenance or for other
370 operating requirements.

371 (c) If at any time the Contracting Officer determines that there will not be
372 Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be
373 introduced into, Stored and/or Conveyed, and delivered in accordance with an approved schedule
374 submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing.
375 Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

376 (d) No provision of this Contract shall be construed in any way as a basis for
377 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the
378 Project Facilities nor to set a precedent to obligate the United States to enter into contracts with
379 any other entities or individuals for the conveyance or storage of Non-Project Water.

380 ACREAGE LIMITATION PROVISIONS

381 9. (a) Omitted

412 damage, of any nature whatsoever arising out of any actions or omissions of the Contractor, its
 413 directors, officers, agents, contractors, and employees, under this Contract, including the manner
 414 or method in which the Non-Project Water identified on Exhibit “C” is introduced into the
 415 Project Facilities. The Contractor further releases the United States, its officers, agents and
 416 employees from every claim for injury to persons, death, or property damage, direct or indirect,
 417 resulting from the Contracting Officer’s determination of the quantity of Excess Capacity
 418 available in the Project Facilities for Storage and/or Conveyance of the Contractor’s Non-Project
 419 Water, the determination pursuant to Article 3 that the Non-Project Water introduced into Project
 420 Facilities must be terminated, and the elimination from Exhibit “C” of any source(s) of Non-
 421 Project Water. Nothing contained in this Article shall be construed as an assumption of liability
 422 by the Contractor with respect to such matters.

423 RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

424 13. (a) The parties agree that the delivery of water or the use of Federal facilities
 425 pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented,
 426 and the rules and regulations promulgated by the Secretary of the Interior under Federal
 427 reclamation law.

428 (b) The Contracting Officer shall have the right to make determinations
 429 necessary to administer this Contract that are consistent with the provisions of this Contract, the
 430 laws of the United States and the State of California, and the rules and regulations promulgated
 431 by the Secretary of the Interior. Such determinations shall be made in consultation with the
 432 Contractor.

433 (c) Where the terms of this Contract provide for actions to be based upon the
 434 opinion or determination of either party to this Contract, said terms shall not be construed as
 435 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
 436 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
 437 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
 438 or unreasonable opinion or determination. Each opinion or determination by either party shall be

439 provided in a timely manner. Nothing in subdivision (c) of this Article 13 is intended to or shall
440 affect or alter the standard of judicial review applicable under Federal law to any opinion or
441 determination implementing a specific provision of Federal law embodied in statute or
442 regulation.

443 PROTECTION OF WATER AND AIR QUALITY

444 14. (a) Project Facilities used to make available and deliver Non-Project Water to
445 the Contractor’s South Coast Participants shall be operated and maintained in the most practical
446 manner to maintain the quality of the Non-Project Water at the highest level possible as
447 determined by the Contracting Officer: Provided, That the United States does not warrant the
448 quality of the Non-Project Water delivered to the Contractor’s South Coast Participants and is
449 under no obligation to furnish or construct water treatment facilities to maintain or improve the
450 quality of the Non-Project Water delivered to Contractor’s South Coast Participants.

451 (b) The Contractor shall comply with all applicable water and air pollution
452 laws and regulations of the United States and the State of California; and will obtain all required
453 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
454 introduction of Non-Project Water by the Contractor; and will be responsible for compliance
455 with all Federal, State, and local water quality standards applicable to surface and subsurface
456 drainage and/or discharges generated through the use of Project Facilities or Contractor facilities
457 or Non-Project Water provided by the Contractor within the Contractor’s Boundaries.

458 (c) This Article 14 shall not affect or alter any legal obligations of the
459 Secretary to provide drainage or other discharge services.

460 (d) The Non-Project Water introduced into the Project Facilities shall be of
461 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the
462 quality of the Project Water. If it is determined by the Contracting Officer that the quality of the
463 Non-Project Water, as identified in Exhibit “C”, will significantly degrade the quality of Project
464 Water in or introduced into the Project Facilities, the Contractor shall, upon receipt of a written
465 notice from the Contracting Officer, arrange for the immediate termination of the introduction of
466 such Non-Project Water into the Project Facilities, and Exhibit “C” shall be modified
467 accordingly.

468 (e) Exhibit “D” identifies the minimum water quality standards for
469 monitoring the quality of Non-Project Water introduced by the Contractor into Project Facilities.
470 Exhibit “D” identifies the laboratories approved by the Contracting Officer that are to be used for
471 conducting water quality analyses. The Contractor is responsible for sampling and analytical
472 costs associated with evaluating quality of the Non-Project Water. Non-Project Water
473 introduced into Project Facilities for purposes of water quality testing is considered Project
474 water.

475 (f) At all times during the term of this Contract, the Contractor shall be in
476 compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)
477 approved by the Contracting Officer to monitor Non-Project Water introduced into, stored in and
478 conveyed through the Project Facilities. The Plan describes the sample collection procedures,
479 water testing methods, and data review process, including quality control/quality assurance
480 protocols, to verify analytical results.

481 (g) The Contracting Officer reserves the right to require additional analyses to
482 ensure the Non-Project Water meets the Bureau of Reclamation’s water quality acceptance
483 criteria.

484 CHARGES FOR DELINQUENT PAYMENTS

485 15. (a) The Contractor shall be subject to interest, administrative, and penalty
486 charges on delinquent payments. If a payment is not received by the due date, the Contractor
487 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
488 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in
489 addition to the interest charge, an administrative charge to cover additional costs of billing and
490 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor
491 shall pay in addition to the interest and administrative charges, a penalty charge for each day the
492 payment is delinquent beyond the due date, based on the remaining balance of the payment due
493 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
494 collection services associated with a delinquent payment.

495 (b) The interest charge rate shall be the greater of either the rate prescribed
496 quarterly in the Federal Register by the Department of the Treasury for application to overdue
497 payments or the interest rate of 0.5 percent per month. The interest charge rate will be
498 determined as of the due date and remain fixed for the duration of the delinquent period.

499 (c) When a partial payment on a delinquent account is received, the amount
500 received shall be applied first to the penalty charges, second to the administrative charges, third
501 to the accrued interest, and finally to the overdue payment.

502 EQUAL EMPLOYMENT OPPORTUNITY

503 The following language is required by Executive Order No. 11246 of September 24, 1965, in all
504 government contracts unless and until it is superseded or amended.

505 16. During the performance of this Contract, the Contractor agrees as follows:

506 (a) The Contractor will not discriminate against any employee or applicant for
507 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
508 origin. The Contractor will take affirmative action to ensure that applicants are employed, and
509 that employees are treated during employment, without regard to their race, color, religion, sex,
510 sexual orientation, gender identity, or national origin. Such action shall include, but not be
511 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
512 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
513 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous
514 places, available to employees and applicants for employment, notices to be provided by the
515 Contracting Officer setting forth the provisions of this nondiscrimination clause.

516 (b) The Contractor will, in all solicitations or advertisements for employees
517 placed by or on behalf of the Contractor, state that all qualified applicants will receive
518 consideration for employment without regard to race, color, religion, sex, sexual orientation,
519 gender identity, or national origin.

520 (c) The Contractor will not discharge or in any other manner discriminate
521 against any employee or applicant for employment because such employee or applicant has
522 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
523 employee or applicant. This provision shall not apply to instances in which an employee who has
524 access to the compensation information of other employees or applicants as a part of such
525 employee's essential job functions discloses the compensation of such other employees or
526 applicants to individuals who do not otherwise have access to such information, unless such
527 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
528 proceeding, hearing, or action, including an investigation conducted by the employer, or is
529 consistent with the contractor's legal duty to furnish information.

530 (d) The Contractor will send to each labor union or representative of workers
531 with which it has a collective bargaining agreement or other contract or understanding, a notice,
532 to be provided by the Contracting Officer, advising the labor union or workers' representative of
533 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,

534 1965, and shall post copies of the notice in conspicuous places available to employees and
535 applicants for employment.

536 (e) The Contractor will comply with all provisions of Executive Order No.
537 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
538 Labor.

539 (f) The Contractor will furnish all information and reports required by
540 Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of
541 the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
542 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
543 ascertain compliance with such rules, regulations, and orders.

544 (g) In the event of the Contractor's noncompliance with the nondiscrimination
545 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
546 canceled, terminated or suspended in whole or in part and the Contractor may be declared
547 ineligible for further Government contracts in accordance with procedures authorized in
548 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
549 remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,
550 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

551 (h) The Contractor will include the provisions of paragraphs (a) through (h) in
552 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
553 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,
554 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor
555 will take such action with respect to any subcontract or purchase order as may be directed by the
556 Secretary of Labor as a means of enforcing such provisions, including sanctions for
557 noncompliance: *Provided*, however, That in the event the Contractor becomes involved in, or is
558 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
559 Contractor may request the United States to enter into such litigation to protect the interests of
560 the United States.

561 CERTIFICATION OF NONSEGREGATED FACILITIES

562 17. The Contractor hereby certifies that it does not maintain or provide for its
563 employees any segregated facilities at any of its establishments and that it does not permit its
564 employees to perform their services at any location under its control where segregated facilities
565 are maintained. It certifies further that it will not maintain or provide for its employees any
566 segregated facilities at any of its establishments and that it will not permit its employees to
567 perform their services at any location under its control where segregated facilities are
568 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
569 Employment Opportunity clause in this Contract. As used in this certification, the term
570 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
571 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
572 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
573 facilities provided for employees which are segregated by explicit directive or are in fact

574 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
575 disability, or otherwise. The Contractor further agrees that (except where it has obtained
576 identical certifications from proposed subcontractors for specific time periods) it will obtain
577 identical certifications from proposed subcontractors prior to the award of subcontracts
578 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
579 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
580 following notice to such proposed subcontractors (except where the proposed subcontractors
581 have submitted identical certifications for specific time periods):

582 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
583 CERTIFICATIONS OF NONSEGREGATED FACILITIES

584 A Certification of Nonsegregated Facilities must be submitted prior to the award
585 of a subcontract exceeding \$10,000 which is not exempt from the provisions of
586 the Equal Employment Opportunity clause. The certification may be submitted
587 either for each subcontract or for all subcontracts during a period (i.e., quarterly,
588 semiannually, or annually). Note: The penalty for making false statements in
589 offers is prescribed in 18 U.S.C. 1001.

590 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

591 18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
592 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
593 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
594 Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990
595 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] and any other applicable civil rights laws, and
596 with the applicable implementing regulations and any guidelines imposed by the U.S.
597 Department of the Interior and/or Bureau of Reclamation.

598 (b) These statutes prohibit any person in the United States from being
599 excluded from participation in, being denied the benefits of, or being otherwise subjected to
600 discrimination under any program or activity receiving financial assistance from the Bureau of
601 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
602 contract, the Contractor agrees to immediately take any measures necessary to implement this
603 obligation, including permitting officials of the United States to inspect premises, programs, and
604 documents.

605 (c) The Contractor makes this agreement in consideration of and for the
606 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
607 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
608 Reclamation, including installment payments after such date on account of arrangements for
609 Federal financial assistance which were approved before such date. The Contractor recognizes
610 and agrees that such Federal assistance will be extended in reliance on the representations and
611 agreements made in this Article and that the United States reserves the right to seek judicial
612 enforcement thereof.

613 (d) Complaints of discrimination against the Contractor shall be investigated
614 by the Contracting Officer's Office of Civil Rights.

615 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

616 19. (a) The obligation of the Contractor to pay the United States as provided in
617 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
618 obligation may be distributed among the Contractor's water users and notwithstanding the
619 default of individual water users in their obligation to the Contractor.

620 (b) The payment of charges becoming due pursuant to this Contract is a
621 condition precedent to receiving benefits under this Contract. The United States shall not make
622 Non-Project Water available to the Contractor's South Coast Participants through Project
623 Facilities during any period in which the Contractor is in arrears in the advance payment of Rates
624 and charges due the United States. The Contractor shall not deliver Non-Project Water under the
625 terms and conditions of this Contract for lands or parties that are in arrears in the advance
626 payment of rates and charges as levied or established by the Contractor.

627 BOOKS, RECORDS, AND REPORTS

628 20. (a) The Contractor shall establish and maintain accounts and other books and
629 records pertaining to administration of the terms and conditions of this Contract, including the
630 Contractor's financial transactions; water supply data; Project operation, maintenance, and
631 replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop
632 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
633 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
634 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
635 and regulations, each party to this contract shall have the right during office hours to examine
636 and make copies of the other party's books and records relating to matters covered by this
637 contract.

638 (b) Nothing in this Article 20 shall be construed to limit or constrain the
639 ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in
640 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised October
641 11, 2019, as may be further revised, amended, modified, or superseded.

642 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

643 21. The expenditure or advance of any money or the performance of any obligation of
644 the United States under this contract shall be contingent upon appropriation or allotment of
645 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
646 obligations under this contract. No liability shall accrue to the United States in case funds are
647 not appropriated or allotted.

648 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

649 22. The provisions of this Contract shall apply to and bind the successors and assigns
650 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
651 by either party shall be valid until approved in writing by the other party.

652 OFFICIALS NOT TO BENEFIT

653 23. No Member of or Delegate to the Congress, Resident Commissioner, or official of
654 the Contractor shall benefit from this Contract other than as a water user or landowner in the
655 same manner as other water users or landowners.

656 CHANGES IN CONTRACTORS ORGANIZATION

657 24. While this Contract is in effect, no change may be made in the Contractor’s
658 organization, by inclusion or exclusion of lands or by any other changes which may affect the
659 respective rights, obligations, privileges, and duties of either the United States or the Contractor
660 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
661 upon the Contracting Officer’s written consent.

662 NOTICES

663 25. Any notice, demand, or request authorized or required by this Contract shall be
664 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
665 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243
666 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage
667 prepaid, or delivered to Central Coast Water Authority, 255 Industrial Way, Buellton, CA 93427.
668 The designation of the addressee or the address may be changed by notice given in the same
669 manner as provided in this Article for other notices.

670 INCORPORATION OF EXHIBITS

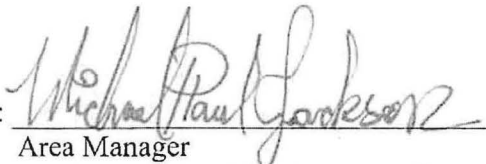
671 26. Exhibits “A” through “D” are attached hereto and incorporated herein by
672 reference.

673 CONTRACT DRAFTING CONSIDERATIONS

674 27. This Contract has been negotiated and reviewed by the parties hereto, each of
675 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
676 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
677 shall be considered to have drafted the stated articles.

678 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
679 the day and year first above written.

680 UNITED STATES OF AMERICA

681 By: 
682 Area Manager
683 South-Central California Area Office
684 Interior Region 10: California-Great Basin
685 Bureau of Reclamation

686 CENTRAL COAST WATER AUTHORITY
687 (SEAL)

688 By: 
689 President of the Board of Directors

690 Attest:

691 By: 
692 Secretary of the Board of Directors

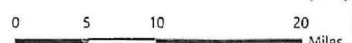
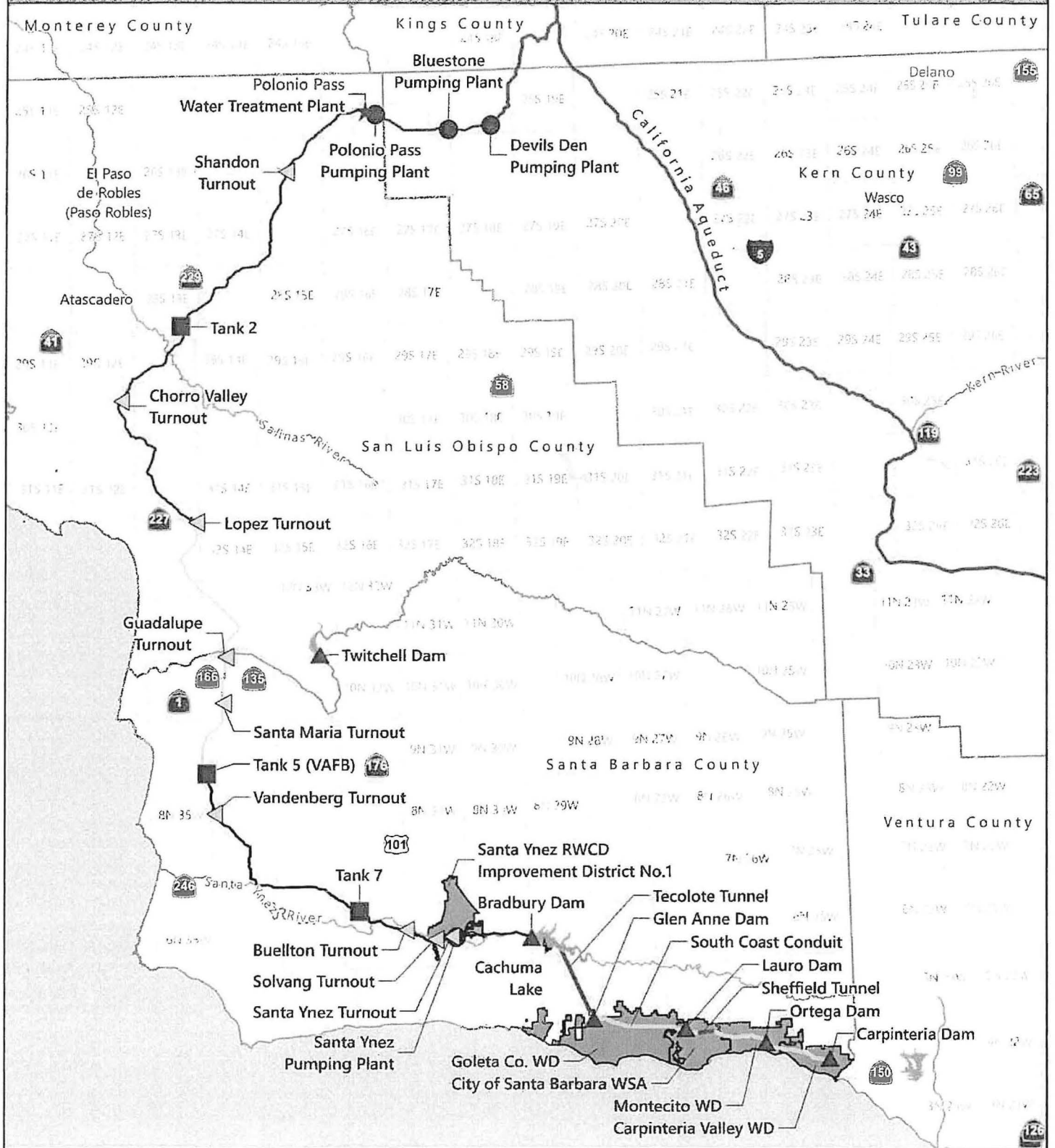


EXHIBIT B

CENTRAL COAST WATER AUTHORITY
 YEAR 2022¹
 (Per Acre-Foot)

O&M Cost Component	Water
Water Marketing	\$29.75
Storage	\$62.59
XO&M	\$3.05
Conveyance	\$0.00
O&M Sub-Total	\$95.39
Capital Component	\$0.00
Deficit Rate	\$0.00
Total Water Rate:	\$95.39

EXPLANATORY NOTES:

1. Exhibit "B" Period coverage begins on 07/01/2022 to 09/30/2022. Exhibit "B" is adjusted annually beginning on October 1st of each year.

Directives and Standards PEC 05-10 and PEC 05-11 refer to the following link:
<https://www.usbr.gov/recman/DandS.html>

EXHIBIT C

SOURCE(S) OF CONTRACTOR'S
NON-PROJECT WATER

SOURCE: "Non-Project Water" means water not appropriated by the United States for the Project which is acquired by or available to the Contractor from or through the State Water Project from the following sources:

State Water Project water acquired by or available to the Contractor from the State Water Project, including but not limited to State Water Project water previously stored in a surface water reservoir or groundwater bank; and water from sources other than the State Water Project, including but not limited to the Sacramento River watershed and the San Joaquin-Sacramento Delta, acquired by or available to the Contractor and conveyed to the Contractor through the State Water Project, which conveyance requires the approval of DWR pursuant to the Water Supply Contract.

POINTS OF INTRODUCTION AND DELIVERY: Non-Project water introduced into Lake Cachuma shall be measured and recorded at the Santa Ynez Pumping Plant. Non-Project water diverted from Lake Cachuma shall be measured and recorded at the Tecolote Tunnel and conveyed through the South Coast Conduit for delivery to the South Coast Member Units.

EXHIBIT D

WATER QUALITY STANDARDS

CCWA monitors water quality within its facilities. Prior to its introduction into Lake Cachuma, CCWA water is treated in CCWA's Polonio Pass Water Treatment Plant in San Luis Obispo County to applicable drinking water standards. This treatment process includes adding chloramine (a mix of chlorine and ammonia) to the water. From the Polonio Pass Water Treatment Plant, CCWA's water is conveyed to the Santa Ynez Pumping Facility where it is treated with sodium bisulfite to remove the chloramine before the water is conveyed to Bradbury Dam for introduction into Cachuma Project facilities.

Built-in safety systems at the Santa Ynez Pumping Facility automatically shut off the pumps if a chlorine concentration ≥ 0.05 mg/L is detected, or if residual sodium bisulfite concentrations drop to 0.1 mg/L or rise above 1 mg/L. Slightly more sodium bisulfite is added to the water than needed to completely neutralize the chlorine, which results in a small amount of unreacted sodium bisulfite left in the water (i.e. >0.1 mg/L and ≤ 1 mg/L). Based on the chemistry of the chemical reaction between sodium bisulfite and chloramine, as long as there is a detectable sodium bisulfite concentration in the water there is no free chlorine left in the water (i.e., chlorine residual is 0 mg/L)

RESOLUTION NO. 22-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COAST WATER AUTHORITY APPROVING TEMPORARY WARREN ACT CONTRACT NO. 22-WC-20-5954 WITH THE UNITED STATES BUREAU OF RECLAMATION

Recitals

- A. The Central Coast Water Authority ("**CCWA**") is a Joint Powers Agency formed pursuant to Government Code section 6500 et seq. and that certain Joint Exercise of Powers Agreement dated August 1, 1991, as amended, to construct necessary facilities to deliver supplemental water supplies from the State Water Project ("**SWP**") to communities in San Luis Obispo and Santa Barbara Counties; and
- B. In 1994, the United States Bureau of Reclamation ("**Reclamation**") released an Environmental Assessment ("**EA**") pursuant to the National Environmental Policy Act ("**NEPA**") that analyzed the construction of an extension of the SWP Coastal Branch that would allow the annual introduction, through issuance of a long-term Warren Act Contract, of SWP water into the Cachuma Project facilities for delivery to CCWA's South Coast Participants, including Carpinteria Valley Water District, the City of Santa Barbara, Goleta Water District, Montecito Water District, La Cumbre Mutual Water Company, Morehart Land Co., and Raytheon Systems Co. ("**CCWA's South Coast Participants**"); and
- C. Reclamation issued a Finding of No Significant Impact ("**FONSI**") under NEPA on January 3, 1995 and subsequently issued a 25-year Warren Act Contract to CCWA that allowed the annual introduction, storage, and conveyance of up to 13,750 acre-feet of water acquired by or available to CCWA from or through the SWP ("**CCWA Water**") into Cachuma Project facilities for delivery to the CCWA South Coast Participants for municipal and industrial uses; and
- D. The SWP Coastal Branch facilities were completed in 1997 and introductions of CCWA water under the 1995 Warren Act Contract began in 1997; and
- E. The 1995 Warren Act Contract will expire on or about June 22, 2022; and
- F. CCWA Water introduced, stored, and conveyed pursuant to the existing 1995 Warren Act Contract has been and continues to be a much-needed supplemental water supply for the South Coast, especially during drought conditions; and
- G. CCWA has requested, subject to compliance with applicable environmental laws, that Reclamation enter into a short-term Warren Act Contract to continue the introductions, conveyance, and storage of CCWA Water into the Cachuma Project facilities for delivery to the CCWA South Coast Participants while Reclamation and CCWA develop and study a new long-term Warren Act Contract for the same purpose and while Reclamation and the National Marine Fisheries Service finalize the re-consultation on the Cachuma Project under the Endangered Species Act ("**ESA**"), which process is not anticipated to be complete by June 2022; and

- H. The short-term Warren Act Contract, Contract No. 22-WC-20-5954 (the “**Temporary Warren Act Contract**”) is attached hereto as **Exhibit 1**; and
- I. The Temporary Warren Act Contract authorizes CCWA’s continued introduction, conveyance, and storage of CCWA Water in Cachuma Project facilities for the period commencing with the effective date and terminating on September 30, 2024; and
- J. Reclamation issued an EA pursuant to NEPA for the Temporary Warren Act Contract on March 25, 2022, and the public comment period closed on April 22, 2022; and
- K. Prior to Reclamation’s approval of the Temporary Warren Act Contract, Reclamation will obtain concurrence from NMFS that issuance of the Temporary Warren Act Contract would have either no effect on species listed under the ESA, or would be not likely to adversely affect such species or their critical habitat; and
- L. Prior to Reclamation’s approval of the Temporary Warren Act Contract, Reclamation will issue a FONSI concluding that issuance of and operations under the Temporary Warren Act Contract would not have a significant impact on the environment; and
- M. Prior to execution of the Temporary Warren Act Contract, CCWA must comply with the California Environmental Quality Act (“**CEQA**”); and
- N. Categorical exemptions from CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations (“**CEQA Guidelines**”); and
- O. CEQA Guidelines section 15301 sets forth an exemption from CEQA for the operation and permitting of existing facilities involving negligible or no expansion of existing or former use and CEQA Guidelines section 15304 further exempts projects that entail minor alterations in the condition of water; and
- P. The Temporary Warren Act Contract will continue to allow the annual introduction, storage, and conveyance of up to 13,750 acre-feet of water acquired by or available to CCWA from or through the SWP into Cachuma Project facilities for delivery to the CCWA South Coast Participants and will therefore not expand the use of Cachuma Project facilities beyond that permitted by the 1995 Warren Act Contract; and
- Q. The CCWA Board of Directors has considered, agrees with, and incorporates herein all of the findings made by Staff in the Notice of Exemption attached hereto as **Exhibit 2**, including but not limited to, the determinations that approval of the Temporary Warren Act Contract falls within a categorical exclusion under CEQA and that none of the exceptions to use of an exemption set forth in CEQA Guidelines section 15300.2 apply and the Project will not have a significant impact on the environment.

NOW THEREFORE, THE BOARD OF DIRECTORS DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Based on the findings set forth herein, the Board of Directors approves the Temporary Warren Act Contract attached hereto as **Exhibit 1**. This resolution constitutes complete and final agreement by CCWA to be bound by the terms of the Temporary Warren Act Contract and this Resolution shall take effect immediately.

SECTION 3. The Board of Directors authorizes the **Chair of the Board** to execute the Temporary Warren Act Contract in a form substantially the same as attached hereto as **Exhibit 1**.

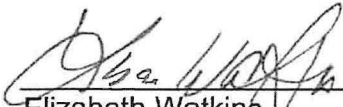
SECTION 4. The Board of Directors authorizes and directs the **Executive Director** to do and cause to be done any and all acts and things necessary or appropriate to carry out the intention of this Resolution, including executing any and all documents related to the implementation of the Temporary Warren Act Contract.

I certify that the foregoing resolution was duly and regularly introduced and adopted by the Board of Directors of the Central Coast Water Authority at a special meeting held on June 9, 2022.



Eric Friedman, Chairman

[Seal]

Attest:


Elizabeth Watkins
Secretary to the Board of Directors

APPROVED AS TO FORM:
Brownstein Hyatt Farber Schreck LLP


Stephanie Osler Hastings

RESOLUTION NO. 22-05

	VOTING PERCENTAGE	AYE	NAY	ABSTAIN	ABSENT
City of Buellton	2.21%	<u>X</u>	_____	_____	_____
Carpinteria Valley Water District	7.64%	<u>X</u>	_____	_____	_____
Goleta Water District	17.20%	<u>X</u>	_____	_____	_____
City of Guadalupe	1.15%	_____	_____	_____	<u>X</u>
Montecito Water District	9.50%	<u>X</u>	_____	_____	_____
City of Santa Barbara	11.47%	<u>X</u>	_____	_____	_____
City of Santa Maria	43.19%	<u>X</u>	_____	_____	_____
Santa Ynez River Water Conservation District, Improvement District No. 1	7.64%	<u>X</u>	_____	_____	_____

Exhibits:

1. Temporary Warren Act Contract No. 22-WC-20-5954 Between Central Coast Water Authority and United States Bureau of Reclamation
2. Notice of Exemption re. Temporary Warren Act Contract No. 22-WC-20-5954 Between Central Coast Water Authority and United States Bureau of Reclamation

Tom Fayram, President
Brad Ross, Vice-President
Mike Arme, Director
Lisa Palmer, Director



**LOS OLIVOS COMMUNITY SERVICES DISTRICT
REGULAR MEETING
July 13, 2022, 6:00 PM**

Posted: 7-8-2022

**St Mark's in the Valley Episcopal Church, Stacy Hall
2901 Nojoqui Ave, Los Olivos CA 93441
Please observe decorum and instructions from the President**

This meeting will be held both in-person and electronically via Zoom meetings. In-person the meeting will be held at the following location: St Mark's in the Valley Episcopal Church, Stacy Hall - 2901 Nojoqui Ave, Los Olivos CA 93441

The public will also be able to hear and participate electronically via Zoom by using the following links:

On Zoom:

<https://us06web.zoom.us/j/89407884419?pwd=QmVCVUMwK2xqSWpoY2pteTJDY0xqUT09>

By Phone:

+1 669 900 6833 US (San Jose) Meeting ID: 894 0788 4419 Passcode: 208251

One tap mobile: +16699006833,,89407884419#,,,,*208251# US (San Jose)

MEETING AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

Members of the public may address the Committee on any items of interest within the subject matter and jurisdiction of the Committee but not on the agenda today (Gov. Code - 54954.3). Speakers are limited to 3 minutes. Due to the requirements of the Ralph M. Brown Act, the District cannot take action today on any matter not on the agenda, but a matter raised during Public Comments can be referred to District staff for discussion and possible action at a future meeting.

5. DIRECTOR COMMENTS

Directors will give reports on any meetings that they attended on behalf of the Board and/or choose to comment on various District-related activities.

6. GENERAL MANAGER AND DISTRICT ENGINEER COMMENTS

The GM and DE will give reports on any meetings that they attended on behalf of the District, comment on various District-related activities and/or provide status on projects. The GM may also review Budget Reports (see packet).

7. ADMINISTRATIVE AGENDA

All matters listed hereunder constitute a consent agenda and will be acted upon by a single roll call vote of the Board. Matters listed on the Administrative Agenda will be read only on the request of a member of the Board, in which event the matter may be removed from the Administrative Agenda and considered as a separate item.

A. APPROVAL OF MEETING MINUTES

Regular Meeting Minutes of June 8, 2022.

Workshop Minutes of June 8, 2022.

B. REVIEW AND APPROVE PAYMENT OF INVOICES RECEIVED BY JUNE 30, 2022.

No.	Invoice Date	Invoice #	Provider	Amount
1	June 6, 2022	00876.001-15	GSI Water Solutions, Inc. – Groundwater Quality Management Services	\$3,823.75
2	June 8, 2022	80580	MNS Engineers, Inc. – District Services	\$2,077.50
3	June 9, 2022	68301	Aleshire & Wynder – Legal Services	\$3365.28
4	June 10, 2022	72393	SDRMA – Property/Liability Insurance	\$2,799.92
5	June 10, 2022	1932022	Stantec – Loading Study and Design Services	\$25,851.25
6	June 30, 2022	220630	Savage – GM Services	\$4,557.55

8. PUBLIC HEARING: CONSIDERATION OF PROPOSED FISCAL YEAR 2022-23 BUDGET

In keeping with Board Direction, the General Manager has developed a proposed budget for Board’s consideration.

The Board will:

- Receive the report of the General Manager
- Open Public Hearing to receive Public Comment
- Close the Public Hearing
- Deliberate on the General Manager’s Budget Recommendation
- Adopt a Budget for Fiscal Year 2022-23

9. BUSINESS ITEMS

A. FY 2021-22 Budget Continuance

Consideration of Resolution 2022-01 that authorizes the continuance of operations into Fiscal Year 2022-23 at Fiscal Year 2021-22 appropriation levels.

B. Secured Property Tax Assessment Authorization

Consideration of Resolution 2022-02 that authorizes a tax levy with CPI increase and provides for collection via direct charge by the Santa Barbara County Auditor-Controller via placement on the secured tax bill of all parcels in the District, excluding exempt or partially exempt parcels pursuant to past action by the Board of Directors. Resolution 2022-02 is an update to prior resolutions and District formation documents and will increase tax levies by eight percent (8%) based on year-over-year CPI increase calculations.

C. Appropriations Limit (Gann Limit)

Consideration of Resolution 2022-03 that states the appropriations limit, also known as the Gann limit, for the Fiscal Year ending June 30, 2023.

D. Director Vacancy

The District received notice of the resignation of Brian O’Neill from the office of Director, effective July 2, 2022. Pursuant to Elections Code section 1780(c), the Board will deliberate and vote on whether to fill the vacant office by appointment or by election.

10. ADJOURNMENT

It is the intention of the Board to adjourn the Regular meeting and convene a Workshop related to wastewater treatment.

The Los Olivos Community Services District is committed to ensuring equal access to meetings. In compliance with the American Disabilities Act, if you need special assistance to participate in the meeting or need this agenda provided in a disability-related alternative format, please call 805.500.4098 or email to losolivoscsd@gmail.com. Any public records, which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District’s Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at a location to be determined in Los Olivos, California 93441.



July 2022
 Issue No. 241 13 Pages

Monthly Briefing

A Summary of the Alliance's Recent and Upcoming Activities and Important Water News

Alliance President Delivers Gripping Testimony to Senate Committee

Western drought tied to rising food prices, food scarcity, says Sen. Manchin

Short-term and long-term solutions to the Western drought were the topic of the June 14 Senate Energy and Natural Resources Committee hearing. Family Farm Alliance President Patrick O'Toole's unscripted, heartfelt testimony about the drought's impact to Western farmers and ranchers was a hearing highlight.

Mr. O'Toole's family owns and operates a ranch on a headwater tributary of the Colorado River in Wyoming. Over the last 20 years, the flows of the Colorado River have been 20% below average due to a drought more severe than any in the last 1,200 years.

"If we don't act, we won't have farms, and we won't have rural communities," he said at the hearing.

Mr. O'Toole told the Committee that he believes water storage and improving forest health are important steps to addressing the severe ongoing drought in the West. While other witnesses testified that additional "agricultural conser-

vation and demand management actions are needed" to shore up dwindling Colorado River supplies, he cautioned that taking water away from farms would increase the amount of food the U.S. needs to import from other countries.

"We are about to do with agriculture what we did with manufacturing and let it go overseas," he warned the Committee Members.

"Thank you for that amazing opening statement," said Committee Ranking Member John Barrasso (R-WY) to Mr. O'Toole. "You never checked a note, you talked from the heart...very emotional. You hit every member of the panel. I'm very grateful for you to be here."

Earlier on in the hearing, Bureau of Reclamation Commissioner Camille Touton emphasized that between 2-4 million acre-feet of "conservation and demand management" actions are needed in the Colorado River Basin, starting in 2023.

"Let's get to the table, and let's figure this out by August," Commissioner Touton said. "That's what we're working towards."



Alliance President Patrick O'Toole stands ready in the hearing room, prior to the June 14 Senate Energy and Natural Resources Committee Western drought hearing, Washington, D.C.

Continued on Page 7

STORIES INSIDE.....

	<u>Page #</u>
Alliance Director Testifies at House GOP Energy Forum— <i>Pres. Biden Struggles to Tamp Down Rising Costs</i>	2
White House Rolls Out Global Food and Water Initiatives	3
Colorado River Drought Tensions Intensify— <i>Reclamation Seeks Input on Future River Operations</i>	5
Waters of U.S. Rule Needs Clarity, Farm Groups Say— <i>By Christine Souza, CA Farm Bureau</i>	8
House Passes WRDA Legislation—Senate Next	9
2022 Wildfire Season off to a Roaring Start— <i>Forest Service Directed to Take "Bold Action"</i>	10
BOR Puts IJA Funds to Work as Inflation Concerns Grow	11
Bipartisan WIFIA Bill Will Fund Critical Infrastructure, Keep Customer Rates Affordable	13
Family Farm Alliance Engagement at Upcoming Arizona Events	13

Alliance Director Testifies at House GOP Energy Forum

Biden Administration Struggles to Tamp Down Rising Costs

Family Farm Alliance Director Steve Benson – a vegetable and seed crop grower from California’s Imperial Valley – last month testified remotely before a forum hosted by the House Natural Resources Committee and Energy and Commerce Committee Republicans on how rising energy prices are impacting American households and businesses.

Meanwhile, the Biden Administration in the past month has rolled out several executive initiatives intended to address growing worries about escalating gas prices, inflation, and global food and water insecurity.

House GOP Energy Forum

House Committee on Natural Resources Ranking Member Bruce Westerman (R-Ark.) and House Committee on Energy and Commerce Ranking Member Cathy McMorris Rodgers (R-Wash.) hosted a June 24 joint forum to hear from Americans across the country about how soaring energy costs are hurting their businesses and paychecks.

"It now costs more to ship vegetables across the United States than the cost to grow," Mr. Benson testified. "Our region grows 90% of the nation's winter vegetables. It is not sustainable. Unfortunately, the public blames the grower, and not the rapidly rising energy prices."

House Committee on Natural Resources Ranking Member Bruce Westerman (R-Ark.) said that gas prices affect daily life of Americans and small businesses across the country.

"We are hearing stories of people who are nearly unable to afford their drive to work. Rolling blackouts have been projected across huge areas of the country," said Rep. Westerman. "We are here today to hear from our constituents about the challenges they are facing due to this crisis."

Fossil fuels are critical ingredients towards tackling challenges associated with aging infrastructure, water conservation and improving water efficiencies. Water conservation and modernization of small and large water systems throughout the West rely on petroleum and natural gas for fuels and the many modern materials that go into these improvement projects.

Resins for pipe, coatings, and canal and reservoir linings are refined from natural gas and petroleum. Coal and petroleum are used for carbon black that protects polyethylene products from ultraviolet rays. In some areas, PVC and HDPE are great plastic materials that are expected to last more than a century.

Corrosion blocking and life extending coatings of steel and other metallic pipe and fittings also come from petroleum.

"Many of these critical water savings projects are in remote areas where the costs of diesel for transportation and construction threaten the success of once feasible projects," Mr. Benson noted in his written testimony. "Habitat, fish passage and beneficial projects outside of water supply are also impacted."

Members heard from Mr. Benson and over a dozen other witnesses across the country who are experiencing the impacts of rising energy prices firsthand and discuss solutions to

address skyrocketing costs.

"The high cost of fuel not only impacts my ability to farm and produce safe and abundant food, it impacts the ability of the truck driver to bring that food to market or the manufacturer to process it, package it and ship it to grocery stores around the country," said Cynthia Johnson, president of the Montana Farm Bureau Association. "Americans are accustomed to low-cost food, as it should be because we can produce it, but that won't be the case this year, and in the future, simply because the fuel costs at every step have increased exponentially."

You can view the archived video recording of the forum at <https://republicans-naturalresources.house.gov/>.

"In today's rapidly changing environment, everyone is scrambling, looking for ways to stretch water supplies and meet production budgets in light of rising costs for fuel, fertilizer, labor and raw inputs," said Mr. Benson. "To make matters worse, we are still dealing with a severe drought along the Colorado River."

White House Seeks to Lower the Price at the Gas Pump

The Biden Administration continues to seek solutions to lowering sky-high gas prices.

President Joe Biden last month called on Congress to suspend federal gas taxes through September.

Energy Secretary Jennifer Granholm later in the month met with oil executives, after the president accused them of controlling the supply of refined products for profit.

"The President understands that some states have unique needs or challenges," a White House official said in a statement. "He is calling on states to temporarily suspend their gas tax — or provide equivalent relief as state leaders determine appropriate — while he also calls on Congress to suspend the gas tax for 90 days at the national level."

The President's call was greeted with skepticism by members of Congress — including some in his own party, according to *POLITICO*. Among those are House Transportation and Infrastructure Chair Peter A. DeFazio (D-OR).

"Although well-intentioned, this policy would at best achieve only minuscule relief while blowing a \$10 billion dollar hole in the Highway Trust Fund that would need to be filled if we want to continue to fix crumbling bridges, address the spike in traffic deaths, and build a modern infrastructure system," he said in a statement.

A move by the Biden administration in late June to approve oil and gas lease states in four Western states was immediately met with a lawsuit by a coalition of environmental groups.

The Hill reports that the lease sales in Montana, Nevada, North Dakota and Utah mark the first since the administration temporarily froze new lease sales on federal lands in January 2021.

The lawsuit came weeks after a similar complaint was brought by a coalition of environmental organizations against the administration over its approval of more than 3,000 drilling permits in the basins of the Permian and Powder rivers.

White House Rolls out Global Food and Water Initiatives

The White House is moving forward with several initiatives aimed at addressing food and water challenges, both at home and abroad.

President Biden’s cabinet members in recent months have rolled out two initiatives, intended to address global food and water challenges, and the Administration is also taking steps to shore up food supply chains, coordinate agency response to drought, and combat rising fuel prices.

Global Food Security Initiative

Secretary of State Blinken was in New York in May convened a high-level UN Food Security Ministerial to marshal the global effort that is needed to address it.

His four suggestions to “save lives now” and “address the long-term drivers of this problem” include: 1) Encourage other countries to step up with substantial new contributions to fill the gaps faced by humanitarian organizations and agencies; 2) Address the global fertilizer shortage by creating incentives for countries to produce more fertilizer; 3) Increase investments in foreign agricultural capacity and resilience; and 4) Help poor and vulnerable international populations bear the impact of this crisis.

“If we take these steps together – meeting the urgent need for food, fertilizer, and financing; investing more in the resilience of agriculture and vulnerable populations – we will meet this crisis, we’ll help prevent others like it, and most importantly, we will save countless lives,” Secretary Blinken said.

For their part, American farmers should “be willing to shoulder added risk,” Secretary Blinken said, citing President Biden’s trip in May to a family farm in Illinois, where he encouraged farmers to double crop, harvesting two crops from the same field in the same year. The president pledged to provide additional insurance for American farmers who are willing to give that a try.

USDA Enters into MOU with Ukraine

During a June 16 meeting with U.N. ambassadors and officials at the U.S. Mission to the U.N., United States Secretary of Agriculture Tom Vilsack announced the U.S. Department of Agriculture (USDA) and The Ministry of Agrarian Policy and Food of Ukraine are entering into a Memorandum of Understanding (MOU) to enhance coordination between the U.S. and Ukrainian agriculture and food sectors and build a strategic partnership to address food security.

“Russia’s actions are posing major threats not only to the people of Ukraine but to countries in Africa and the Middle

East that rely on the grains and other staples produced in Ukraine,” said Secretary Vilsack. “Russia is using food as a weapon and a tool of war to threaten the livelihoods of those around the world, and that is something the agriculture community cannot and will not stand for.”

The MOU will establish a three-year partnership driven by the need to address the economic disruptions in the United States and worldwide due to the Russian war on Ukraine.

White House Hunger Summit Planned

The White House is now less than three months away from staging a hunger summit and hasn’t yet set an exact date or an agenda, according to *Roll Call*. The White House is asking for ideas and comments that will be organized around five pillars:

improving food access and affordability; integrating nutrition and health; giving consumers healthy choices and empowering them to make them; supporting physical activity; and enhancing nutrition and food security research.

Election-year politics may complicate planning efforts as the Biden Administration faces the prospect of a Republican Congress early next year,

“On its face, that mission appears praiseworthy,” Pennsylvania Rep. Glenn “GT” Thompson, the top-ranking Republican on the House Agriculture Committee said

of the meeting’s goals. But he complained about the lack of outreach from the White House on this.

“You would think you would engage the authorizing committee when it comes to nutrition,” he told *Roll Call*.

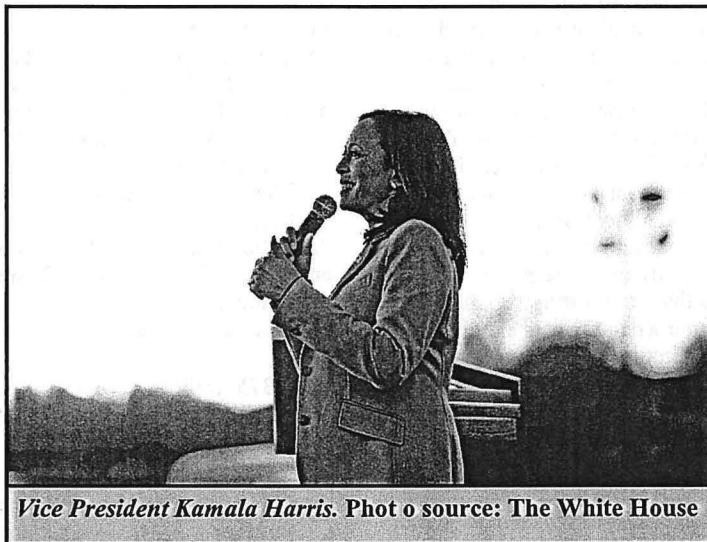
White House Action Plan on Global Water Security

Vice President Kamala Harris on June 1 launched the White House Action Plan on Global Water Security, which Sec. Blinken called “a landmark whole-of-government effort to achieve a water-secure world”.

The State Department is updating the U.S. Global Water Strategy, which outlines a “whole-of-government approach” to create a more water-secure world, where people and nations have the water they need to be healthy, prosperous, and resilient. Vice President Harris’ plan elevates water security as an essential element of the US’s “international efforts to achieve national security objectives that include increasing equity and economic growth”.

“Many of our most fundamental national security interests depend on water security,” said Vice President Harris. “And that is why, today, we are releasing

Continued on Page 4



Vice President Kamala Harris. Photo source: The White House

White House Action Plan: Global Water Security (*Cont'd from Pg 3*)

our Action Plan on Global Water Security.”

Drought Working Group Report

Vice President Harris also announced the release of the Drought Resilience Interagency Working Group’s (IWG) Summary Report outlining the actions taken to date to improve drought-stricken communities’ longer-term resilience to drought through financial and technical assistance. She noted that this report will help chart the country’s “path forward to a more sustainable future”.

“Since we took office, our administration has made important progress in protecting water security here at home,” the vice president said. “We also recognize how important it is to extend that work beyond our nation’s borders.”

The report highlights the working group’s key investments using funds from the bipartisan infrastructure law, including a total of \$8.3 billion over the next five years for rural water projects, aging infrastructure and other drought resilience projects throughout the West. USDA also gave \$10 million in emergency funds for farmers impacted by drought and the Bureau of Reclamation gave \$35 million to producers in the Klamath River Basin, a region where farmers have seen little to no water supplies from irrigation allocations.

Although those emergency funds and project investments have helped Western farmers stay afloat, the region is still dealing with water curtailments that are limiting producers’ ability to plant crops during a time when farmers should be encouraged to produce food to offset inflation, they argue.

“Our members who farm in the [Klamath River Basin] are not feeling very hopeful right now, as many are facing the second straight year of zero water supplies,” Family Farm Alliance Executive Director told *Politico Pro*. “The farmers and ranchers appreciate the financial lifeline, but they would really rather farm and produce food than to get paid not to do so, especially when there is water available.”

Besides that, Mr. Keppen added that farmers are mentioned “fleetingly” in the report, especially when it comes to the Colorado River Basin.

“There is a lot of talk in this initiative about lead pipes being poisonous and the like, but very little talk about agriculture and food security and zero mention made of the incredible regulatory challenges facing Western U.S. producers who once received reliable water from federal water projects,” said one Alliance member from Arizona.

Record Falling Numbers in California

The lack of available water supplies could increase the amount of agricultural land fallowing in places like California. Mike Wade, Executive Director of the California Farm Water Coalition, told AgNet West radio that more is needed to ensure ample water availability moving forward.

“We are looking at another dry year for California, and we’re coming off of a previous somewhat dry year,” said Mr. Wade. “We’re potentially looking at record fallowing numbers, anywhere, in our estimate, from 594,000 to perhaps 691,000 acres of farmland that’s not going to be growing any food in 2022.”

Drought conditions causing a drop in acreage used for food production will also be felt by consumers. The cost and availability of fresh produce will also be negatively impacted.

“The global unrest that we’re seeing is a strong indicator of the troubles we can see here at home if we’re not careful about maintaining our productivity and relying on a safe and domestic food supply,” Mr. Wade explained. “That comes with a reliable water supply for California.”

Framework for Shoring Up the Food Supply Chain

In addition to the globally focused efforts announced by the Biden Administration last month, federal departments also laid out plans to address food supply chain challenges in our own country. USDA on June 1 rolled out details of a framework to transform the food system to benefit consumers, producers and rural communities by providing more options, increasing access, and creating new markets for small / mid-size producers.

“The funding and new rule we’re announcing today ultimately will help us give farmers and ranchers a fair shake, strengthen supply chains, and make food prices fairer,” said Secretary Vilsack.

The Biden Administration says this strategy builds on lessons learned from the COVID-19 pandemic and supply chain disruptions caused by Russia’s war in Ukraine. USDA’s newly announced Food System Transformation framework targets four aspects of the food supply: production, processing, distribution and markets. Key aspects of the framework include:

- \$375 million to aid the development or expansion of smaller, independent meat and poultry processors.
- A new \$300 million program to help farmers transition into organic agricultural production.
- \$75 million to support urban agriculture.
- \$600M for cold storage, refrigerated trucks & processing facilities not covered by the meat/poultry program.
- \$40 million to train meat and poultry processing workers for smaller, independent facilities.
- \$155 million to boost the availability of healthier foods in smaller and underserved communities.

Funding for the initiatives will come from the Biden-backed \$1.9 trillion Covid relief plan Congress passed last year “and other relief legislation,” according to USDA.

The Biden administration is still seeking a full picture of ongoing problems with infant formula supply — more than four months after a key plant shutdown sparked shortages and a national crisis, *POLITICO* recently reported.

“Sounds like they haven’t a clue as to what’s going on,” said Sen. Richard Burr (N.C.), the ranking member on the Senate committee that oversees the Food and Drug Administration (FDA). “Go to Costco, go to Wal-Mart. Look at the shelves.”

FDA Commissioner Robert Califf recently told a Congressional committee last month that the administration is now receiving production data from all the formula companies, which is helpful but still leaves White House and FDA officials guessing as to the full picture of how much formula is making it onto store shelves across the country.

Colorado River Drought Tensions Intensify

Reclamation Seeks Input on Future Operations

In light of new studies reaffirming the harsh hydrologic outlook for the Colorado River Basin, the Bureau of Reclamation (Reclamation) last month issued a call to the public for assistance in developing future long-term operating provisions on the river. This call came within days of Reclamation Commissioner Camille Touton message to a Senate Committee that the seven states of the Colorado River Basin must come up with an emergency deal by mid-August to conserve between 2 and 4 million acre-feet of water in the next year in order to protect the entire Colorado River system.

Short Term Response Needed

"Despite the actions taken by the Department and Reclamation, significant and additional conservation actions are required to protect the Colorado River system infrastructure and the long-term stability of the system," Commissioner Touton said in her testimony before the Senate Energy and Natural Resources Committee drought hearing last month (see Page 1 for related story).

She told the Committee that shortages on the Colorado River system need between 2 million-to-4-million-acre feet of reduction in water use needed by 2023 just to keep Lake Mead functioning and physically capable of delivering drinking water, irrigation and power to millions of people.

"The science of the system across the West and especially in the Colorado River basin indicate one of immediate action," she said. "But in the Colorado River basin, more conservation and demand management are needed in addition to the actions already underway."

Some farmers in the Lower Basin (California, Arizona and Nevada) don't see any way to achieve the steep reductions the commissioner is calling for without cutting back water deliveries to agriculture.

Axios reports that farmers between Phoenix and Tucson are already being hit by the initial cuts. They're receiving less water from the Central Arizona Project (CAP), forcing them to instead rely more on finite supplies of groundwater.

Non-CAP farmers are also sharing the pain. Nancy Caywood, co-owner of an alfalfa, barley and cotton farm southeast of Phoenix, said her irrigation district has cut her water allocations and raised her rates. Caywood Farms barely has enough water to grow any cotton, and only got less than a quarter of its cuttings of alfalfa last year.

"Optimism carries us through. You cling on to every cloud that passes by. You hang on to every forecast that says there might be rain. You take it [seriously]," Ms. Caywood told *Axios*.

"Two to 4 million acre-feet in cuts and the majority will probably come from the Lower Basin," Larry Cox, a grower in Brawley, California, told the *Imperial Valley Press*. He

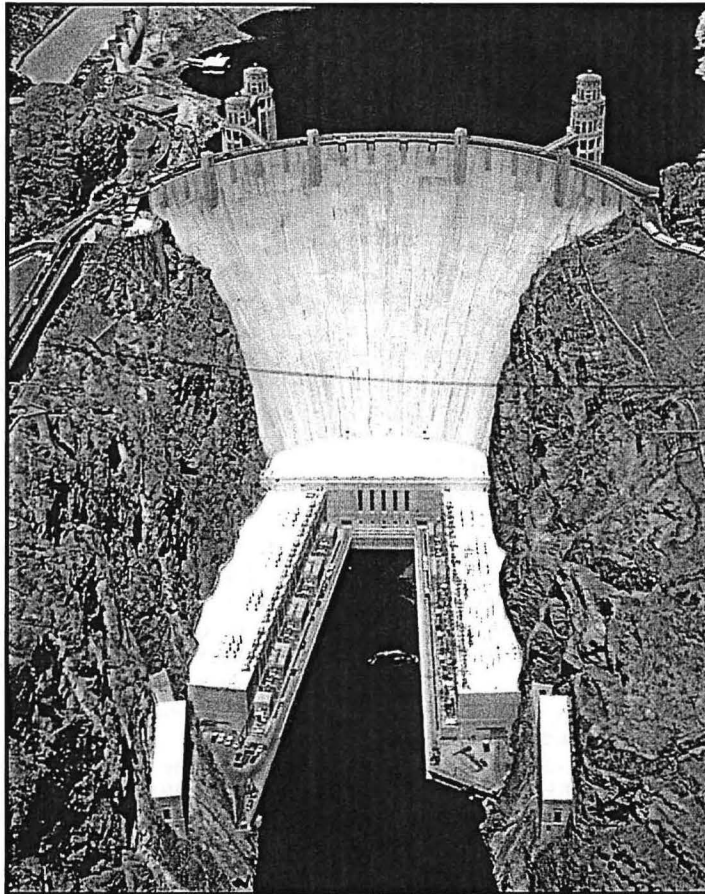
doesn't see how that much in cuts can be achieved and he's quite sure it can't be done without agriculture.

"I don't think we can ramp up fast enough to make up that," he said. "We definitely won't be able to get it without agriculture. It's a voluntary program until it's not. They're asking senior water right holders to sacrifice."

Since Commissioner Touton's announcement at the Senate hearing, there's been a flurry of forums and meetings of agriculture landowners and organizations in the Imperial Valley and Yuma to discuss the crisis and how to respond to it. That included the Imperial Irrigation District board, which recently adopted a revised Equitable Distribution Plan to aid in the management of its available water supply for the remainder of 2022 among potable, agricultural and industrial/commercial water users.

IID and other districts -as well as groups of individual producers and local commodity associations - are meeting on a daily basis to assess how to respond to the Commission-

er's call to action. A local meeting hosted by Yuma agricultural water users drew several hundred people to see a presentation on one proposal that asks for several billion dollars to be paid in a large-scale fallowing program that could take hundreds of thousands of acres of farmland out of production and



Hoover Dam with Lake Mead in the background. Photo courtesy of U.S. Bureau of Reclamation.

Continued on Page 6

Colorado River Drought (Cont'd from Page 5)

impart significant impacts to the local community.

The Family Farm Alliance has held the view that any short-term solution must include substantive measures to minimize and mitigate any anticipated negative economic, environmental and cultural impacts to rural communities due to reduced irrigated agriculture and more efficient irrigation practices.

While the short-term actions are front and center, Reclamation does not want to put the 2026 long-term needs on the back burner.

"As we focus on these short-term response actions, we also clearly recognize the importance of simultaneously planning for the longer-term to stabilize our reservoirs before we face an even larger crisis," Commissioner Touton said.

Long-Term Operating Guidelines

Several decisional documents and agreements that govern the operation of crucial Colorado River facilities, Lake Powell and Lake Mead, and the management of Colorado River water will expire at the end of 2026. Reclamation issued a Federal Register notice shortly after Commissioner Touton's appearance before the Senate, seeking specific input on how to foster meaningful participation by all stakeholders in preparation for beginning the National Environmental Policy Act (NEPA) process to develop post-2026 operating approaches for the Colorado River.

"We want to hear from everyone who has a stake in this basin. We intend to develop our next operating rules in an inclusive, transparent manner, relying on the best available science," said Senior Water Resources Program Manager Carly Jerla. "We're seeking input to foster a meaningful participation of Colorado River partners and stakeholders and to gather ideas and strategies for the post-2026 operations that should also be considered in the NEPA process."

Reclamation stressed that the publication of the recent notice is not the start of the NEPA process but is a tool to seek input and encourage brainstorming and input before the formal initiation of the NEPA process. Reclamation is targeting an early 2023 start for the NEPA process to develop post-2026 operating guidelines.

The notice asks for specific suggestions on the process and the substance of how best to analyze future operations and what those operations should include. It also highlights the changing circumstances in the Colorado River Basin since 2007, including declining hydrology, drought and low-runoff conditions impacted by a warmer, changing climate, inclusivity in Colorado River decision-making and the need for continued operational alignment and partnership with the Republic of Mexico.

Specific documents and agreements that expire at the end of 2026 include the December 2007 Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead, among other essential management documents, both within the United States as well as international agreements between the United States and Mexico under the 1944 Water Treaty.

To help explain the process and answer questions, Reclamation is hosting two webinars on July 12 and July 14. The

public input period ends September 1, 2022. To learn more about the operations on the Colorado River, please visit <https://www.usbr.gov/ColoradoRiverBasin/>.

New Reclamation Study Finds - Surprise!...Colorado River Drought is Extremely Severe

New research from Reclamation underscores that the drought currently impacting the upper Colorado River Basin is extremely severe. A new study from scientists led by Reclamation and published in *Geophysical Research Letters* identifies a second-century drought unmatched in severity by the current drought or previously identified droughts.

"Previous studies have been limited to the past 1,200 years, but a limited number of paleo records of moisture variability date back 2,000 years," said Subhrendu Gangopadhyay, lead author and principal engineer for the Water Resources Engineering and Management Group at Reclamation. "While there has been research showing extended dry periods in the southwest back to the eighth century, this reconstruction of the Colorado River extends nearly 800 years further into the past."

The reconstructed streamflow data developed in this research is now available for public use. It is anticipated that water managers will use this new extended data to understand past droughts better and to plan for future droughts.

"The Colorado River basin is experiencing a severe 22-year drought with extensive impacts throughout the West," Reclamation noted in a recent press statement. "This includes water for homes and crops to the generation of electricity that supports everything we do. Drought impacts everything within the basin."

Family Farm Alliance Engagement

Within weeks of putting Colorado River agricultural water use policy as top priority for the upcoming year, the Family Farm Alliance board of directors on March 11 formally adopted a policy brief that sets forth Colorado River principles developed in collaboration with several key agricultural interests.

"We have helped organize a group of Basin agricultural water users from the headwaters to the Mexican border to come together to present key principles and expectations that are critical to sustainable and durable operation of the Colorado River into the future," said Alliance Executive Director Dan Keppen. "We believe this group can play a major role as the seven Colorado River Basin States and Basin stakeholders engage to replace the 2007 Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead."

The policy brief urges Colorado River Compact decision-makers to incorporate key principles into new operating guidelines.

"We believe that the myriad of diverse Colorado River Basin interests can and will successfully work through future droughts and water shortages in a collaborative and effective way," said Alliance President Patrick O'Toole. "The future of

Continued on Page 7

Colorado River Drought (Cont'd from Page 6)

millions of people in urban areas, millions of acres of farms and ranches and the food and fiber they produce, and the many rural communities that dot the landscape in the Basin rest on this belief."

Mr. Keppen recently met with Commissioner Touton and Deputy Commissioner David Palumbo in Klamath Falls (OREGON), who were part of a larger Interior Department team that met with tribes and stakeholders up and down the

Klamath River.

"I raised the Alliance's concerns about the current fallowing that is occurring in the Central Valley, parts of Oregon and Arizona, and the potential of hundreds of thousands of additional acres being considered for fallowing in the Colorado River Basin," said Mr. Keppen. "We had a good conversation, and it's clear that the Colorado River crisis continues to be a top priority for the Department of Interior right now."

Senate Drought Hearing (Cont'd from Pg. 1)

John Enstminger (Southern Nevada Water Authority) summarized urban efforts to reduce per-capita water use and echoed Commissioner Touton's comments, suggesting that agriculture must also cut its consumption. He further suggested that farmers reconsider growing crops like alfalfa. The solution, he said, is working toward "a degree of demand management previously considered unattainable."

"What has been a slow-motion train wreck for 20 years is accelerating, and the moment of reckoning is near," said Mr. Enstminger.

He also noted that SNWA is planning to serve a population that will swell to 3.8 million by 2072.

In his written testimony, Mr. O'Toole pointed out the domino effect of drought in the West, highlighted the recent brutal Western wildfires, and concluded by emphasizing the importance of local decision-making in Western water management.

"Today's hearing could not come at a better time. Americans are facing rising food costs and the potential for global famine looms on the horizon," the Alliance testimony stated. "Amid concerns of higher food prices and growing concerns of a looming global wheat shortage, the recent national infant formula shortage has further underscored the importance of a strong national domestic food supply system."

Senator Barrasso and Committee Chairman Joe Manchin (D-WV) also agreed that the Western drought is tied to food insecurity and higher prices.

"It doesn't matter where you live, drought has a domino effect that indirectly spills over into the lives of all Americans, from the economic losses, to wildfires, to food scarcities and higher food prices," Chairman Manchin said. "The historic significance of this period should serve as a wake-up call to the entire country."

Ranking Member Barrasso explained that drought denies water to vital grazing lands and alfalfa fields necessary for feeding and raising cattle. This can result in significant economic impacts for communities that depend on agriculture and ranching to create jobs.

"When the farms and ranches stop producing because of lack of water, it does not just put farmers and ranchers out of work," said Senator Barrasso. "It increases the cost of

food. This hits families in the West and across the country who can afford it the least."

The Colorado River was the primary focus of discussion at the hearing, due in part to the obvious interest of Senators Barrasso (WY), Lee (UT), Kelly (AZ), and Cortez-Masto (NV), all of whom engaged the witnesses at the hearing.

"The problems and impacts of drought are clear," said Senator Barrasso. "What Westerners need are solutions."

"Five-Alarm Fire"

The hearing took place on the heels of another Senate Ag subcommittee hearing on drought, which had its Chairman Michael Bennet (D-CO) asserting that Congress had failed to respond as forcefully to the megadrought in the western U.S. as it does to hurricanes and other natural disasters, describing current conditions as a "five-alarm fire."

"These are difficult times for water in the West and an unprecedented time for agriculture," said Earl Lewis, Chief Engineer for the Kansas Department of Agriculture, who testified at the hearing on behalf of Western States Water Council.

Andy Mueller, general manager of the Colorado River District and a member of the Family Farm Alliance Advisory Committee, provided expert testimony to the Senate Subcommittee on Conservation, Climate, Forestry and Natural Resources on June 7, in Washington, D.C.

Mr. Mueller presented on the mounting water crisis in the West and its effects on agricultural producers and forest watersheds on Colorado's Western Slope. In his presentation, he also focused on the impacts of climate change on water supplies in the Colorado River Basin and the federal action needed for impacted communities.

Mr. Mueller also encouraged members of the Senate to support Colorado water in the 2023 Farm Bill.

The Family Farm Alliance submitted written testimony to the Subcommittee before the hearing—including specific recommendations on how the next Farm Bill could be employed to tackle drought and wildfire challenges - which were entered into the record at Chairman Bennet's request.

Waters of the U.S. Rule Needs Clarity, Farm Groups Say

Story originally published in June 22, 2022 California Farm Bureau *Ag Alert*

Issue Date: June 22, 2022

By Christine Souza

California Farm Bureau President Jamie Johansson told leaders of the Environmental Protection Agency and the U.S. Army Corps of Engineers that the pending "waters of the United States" rule, or WOTUS, must be clear and concise and contain exemptions for normal farming activities.

"California's farmland provides many social and ecosystem benefits beyond a safe and affordable food supply, such as open space, habitat and carbon sequestration, and the scope of jurisdiction under the Clean Water Act is of fundamental importance to these benefits," said Johansson, who led a roundtable discussion among western states last week to discuss the rule.

Johansson said California farmers and ranchers deserve clarity and certainty on how the rule will be applied.

"We are also particularly concerned about the practical implications that could result in small, family-owned businesses needing costly legal and/or consulting expertise to farm ground that is already being thoughtfully and sustainably stewarded," Johansson said.

After accepting a proposal by the California Farm Bureau to lead a western geographic region roundtable, the agencies participated in a livestream discussion June 16. EPA and Corps of Engineers officials heard from business and farm groups, water managers, government agencies and others on the application of WOTUS in each of their respective states.

Last year, the agencies under the Biden administration rewrote the 2020 Trump administration WOTUS rule, with public comments on the draft due this past February. The Farm Bureau and others said Trump's version of WOTUS, the Navigable Waters Protection Rule, provided clearer guidelines while ensuring clean water.

In 2015, after the WOTUS rule was written, federal courts blocked its implementation in more than half of the states. This rule, which has been defined by the agencies since the

1970s, establishes the geographic scope of federal authority under the Clean Water Act.

Dan Keppen, executive director of the Family Farm Alliance, which advocates for farmers, ranchers and irrigation districts in 17 western states, said, "Over the past two decades, we've engaged in a variety of ping-pong administrative efforts now spanning four different presidential administrations, all of them aimed at clarifying the interpretation of the Clean Water Act.

"This vastly expands regulatory jurisdiction beyond just returning to the pre-2015 regulations and guidance as proposed in the rule," Keppen said. "Any possible expansion of WOTUS

in a future rulemaking could transform the Clean Water Act into a federal land-use regulation."

Participants in the roundtable, including Keppen, said the rule as proposed could impact western farming communities by adding new, regulatory burdens for important infrastructure projects. They argued that would increase risks of litigation and undercut local and state water management.

Amanda Kaster, director of the Montana Department of Natural Resources and Conservation, said the federal rule

should not be used to circumvent state primacy.

"Any rule adoption needs to recognize and protect the state's role in protecting the integrity of our waters," she said. "Vacillating between different WOTUS definitions or adopting an approach that creates more ambiguity and uncertainty makes it difficult for states trying to implement their federal Clean Water Act responsibilities."

Johansson shared information about state water regulations already in place.

"We have the Irrigated Lands Regulatory Program, and all farmers in the state who irrigate are required to be in this program, paying significant fees to monitor water quality...and mandatory nitrogen management programs," Johansson said. "There's a critical network in California that already monitors



Continued on Page 9

House Passes WRDA Legislation – Senate Next

On a 384-37 vote, the House of Representatives last month passed H.R. 7776, their version of a Water Resource Development Act (WRDA), a bill that would set policy priorities and authorize new studies and construction of water, flood, navigation, and environmental projects for the U.S. Army Corps of Engineers (Corps).

The Senate Environment and Public Works (EPW) Committee approved its version of the WRDA bill, S. 4137, with unanimous support in May.

The House bill would authorize construction of 18 projects and four existing project modifications. Their total cost would hover around \$40 billion. The Senate bill would authorize 17 new projects and four modifications for a total of about \$37 billion.

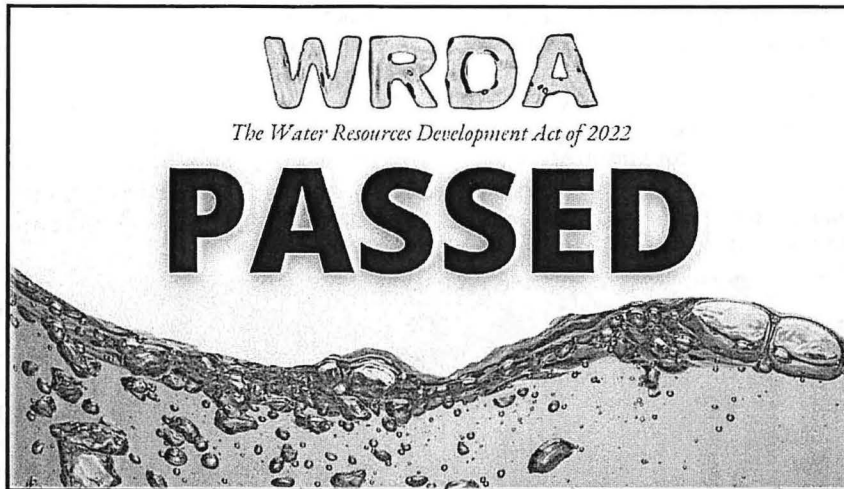
Recent versions of the Water Resources Development Act (WRDA) have also included provisions for Bureau of Recla-

mation projects, something the 2022 WRDA does not provide. The 2022 WRDA being advanced in each chamber of Congress are more Corps-centric, although there are provisions that focus on the Western U.S.

"The Senate bill includes several sections of interest to Western water users," said Dan Keppen, Family Farm Alliance Executive Director. "We'll be keeping an eye on those areas of the Senate WRDA that address agency coordination on Western water matters, water supply conservation provisions, Columbia River flood management, NEPA reporting, and as-

sessing Western water infrastructure."

The Senate now can move forward in passing their version which differs from the House passed bill, requiring negotiations in a conference committee to combine the bills into one that can pass Congress and be signed into law by the President.



WOTUS Regional Roundtable (Cont'd from Pg. 8)

water quality of the state, so there would be significant duplication of processes with the new rule."

In discussing determinations on whether a waterway will be federally regulated, Keppen said, "We need crystal-clear exclusions from Clean Water Act jurisdiction from all of the western irrigation infrastructure. Otherwise, the entire western irrigation and drainage system could be classified as a WOTUS."

Without exemptions for irrigation infrastructure, Keppen said, the rule could disrupt the timing of water deliveries, result in falling, and lead to lengthy and costly litigation.

Greg Morrison, government relations officer for Elsinore Valley Municipal Water District in Riverside County, said water management agencies should be "excluded from the definition of the waters of the United States."

He said that should include "any infrastructure that is an integral part of facilities, water supply and treatment, storm-water management and treatment, flood control, wastewater treatment, recycled water production and distribution."

Morrison said such exclusions can protect the nation's waters in a manner that does not hinder operation or maintenance of crucial, health and safety services.

Exemptions for construction, operation and maintenance

of ditches and maintenance of canals and drains, Keppen said, "provide important assurances that irrigated agriculture can continue to function without the need for Clean Water Act permits to work on these man-made features."

Many participating stakeholders suggested that the agencies postpone finalizing its pending WOTUS rule until the U.S. Supreme Court issues its decision in the pending case, *Sackett v. Environmental Protection Agency*.

A decision in that case could trigger the Biden administration to revise its pending WOTUS rule, which is expected to be finalized prior to the decision.

Sylvia Quast, senior advisor to the assistant administrator for the EPA Office of Water, thanked the Farm Bureau for leading the roundtable, though he said any new information heard in discussion could not be considered in the pending rulemaking because the comment period has ended.

But Army Corps official Stacey Jensen said she was pleased to hear the various perspectives and added, "From the Army's perspective, clear and consistent implementation is really what drives us, so the insights we heard today will be very helpful."

(Christine Souza is an assistant editor of *Ag Alert*. She may be contacted at csouza@ctbf.com.)

2022 Wildfire Season off to a Roaring Start Forest Service Directed to Take “Bold Action”

With the 2022 wildfire season on track to be one of the worst in the past decade, the U.S. Department of Agriculture (USDA) and some Members of Congress are urging the Forest Service to take bold action to restore forests and improve resilience.

USDA Secretary Tom Vilsack on June 23 issued a memorandum to the USDA Forest Service directing the agency to take bold actions to restore forests, improve resilience, and address the climate crisis.

“Globally, forests represent some of the most biodiverse parts of our planet, yet drought and intensifying and catastrophic wildfires are threatening our forests to such a degree that many are not able to regenerate on their own,” said Secretary Vilsack.

“This is why today I am directing Forest Service Chief Randy Moore and Under Secretary for Natural Resources and Environment, Dr. Homer Wilkes, to take a series of immediate and near-term actions to build carbon stewardship and climate resilience in our national forests.”

This direction comes, in part, in response to President Biden’s “Executive Order on Strengthening the Nation’s Forests, Communities, and Local Economies,” which tasks the USDA with a series of actions to pursue science-based, sustainable forest and land management. This includes intensifying work to reduce wildfire risk, accelerate reforestation, restore ecosystems, support forest products jobs and markets in rural communities, and define and inventory old-growth and mature forests on federally managed lands.

These plans include the forthcoming Forest Service strategies for climate adaptation, reforestation, and recreation. Secretary Vilsack also highlighted the Forest Service’s 10-year “Confronting the Wildfire Crisis” strategy, which aims to treat 20 million acres of national forests and 30 million acres of other federal, state, Tribal, and private lands over the next decade to improve conditions and reduce wildfire risk across the landscape.

“America’s forests already capture more than 10% of our nation’s carbon emissions each year and they have the potential to do more,” said Secretary Vilsack. “We must safeguard and restore our forests to ensure they store carbon, rather than release it through catastrophic wildfire.”

USDA and partner agencies also announced earlier in the month that federal wildland firefighters would receive a sub-

stantial pay raise to bring their pay into alignment with their state and local government counterparts, and build a more stable, permanent wildland firefighting workforce.

Solutions from the Land (SfL) – an organization the Family Farm Alliance works closely with on climate and forest health issues - is especially pleased with Secretary Vilsack’s directive to the Forest Service.

“The strategy is refreshing and pragmatic in its approach to stabilizing a resource that has grown more vulnerable to rising temperatures driven by a changing climate,” said SfL President Ernie Shea.

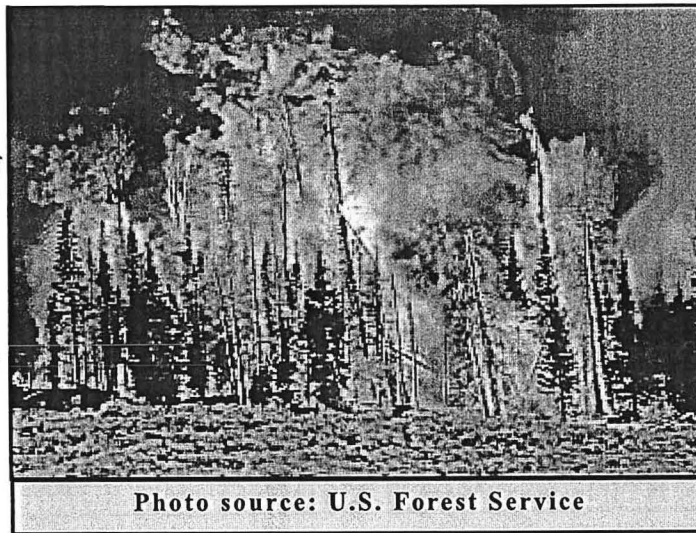


Photo source: U.S. Forest Service

The 2.7 million acres burned so far this year in the U.S. is a stark contrast to where the nation stood one year ago to date. By June 15, 2021, a total of 27,732 fires had burned 981,356 acres of land. California is one of five states including Texas, North Carolina, Georgia and Florida that have seen the most wildfires caused by humans so far this year, according to a report issued by the National Inter-agency Fire Center (KXTV, Los Angeles).

House Committee on Natural Resources Ranking Member Bruce Westerman (R-Ark.) and Western Caucus Chair

Dan Newhouse (R-Wash.) later in the month led a letter to Chief Moore, urging USFS to increase the pace and scale of essential forest management activities. They claim that a substantial portion of this acreage burned as a result of escaped prescribed burns initiated by the Forest Service.

“Decades of mismanagement have left our forests overgrown and fire-prone, and it is vital that we use essential tools – including prescribed burns – safely and effectively to restore these landscapes to natural fire intervals,” wrote the lawmakers. “This work must be done carefully and with the confidence that these burns will not cause the very catastrophic wildfires they seek to prevent.”

The Biden Administration imposed a 90-day pause on the use of prescribed fire in order to review protocols, tools, and practices after a poorly conducted USFS prescribed fire resulted in the largest wildfire in New Mexico’s state history.

“It is clear the Forest Service has damaged the public’s trust and must set in place procedures that will restore confidence in the agency to appropriately utilize prescribed burns, manage our fire-prone federal lands, and ensure communities are protected,” the lawmakers wrote.

BOR Puts IJA Funds to Work as Inflation Concerns Grow

As the Bureau of Reclamation continues to steadily advance implementation of the \$8.3 billion for Western water projects provided by the Infrastructure Investment and Jobs Act (IIJA), inflation is taking a toll on water projects across the country.

Consumer prices surged 8.6% in May over last year, the highest rate since 1981, according to the U.S. Department of Labor. Prices for some key materials in infrastructure construction have risen even more. Inflation is driving up costs so much that some state and local officials are postponing projects, scaling back others and reprioritizing their needs.

“Many of our members are concerned about how rising energy costs and availability of petroleum products with impact current and near-term projects, many of them funded with the \$8.3 billion for Western water projects provided by the infrastructure plan President Joe Biden signed into law seven months ago,” Family Farm Alliance board member Steven Benson recently told a Congressional forum (*see related story, Page 2*).

The IIJA allocates \$8.3 billion for Bureau of Reclamation water infrastructure projects to repair aging water delivery systems, secure dams, complete rural water projects, protect aquatic ecosystems and fulfill Indian Water Rights Settlements.

\$25.5 Million for Water Efficiency Projects in 8 States

Reclamation appears to be on track towards putting the IIJA funds to work on the ground. The Department of the Interior last month announced \$25.5 million in Bipartisan Infrastructure Law funds for WaterSMART Water and Energy Efficiency Grants to safeguard local water supplies in the face of severe western drought.

“The WaterSMART Water and Energy Efficiency Grants will help communities conserve and use water more efficiently, increase the production of hydropower and help us tackle historic drought,” said Assistant Secretary for Water and Science Tanya Trujillo, who oversees Reclamation and the U.S. Geological Survey.

Fourteen projects in eight western states will be awarded funding to help local communities improve water use effi-

ciency by lining canals, upgrading water meters, installing automated gates to control water flow and making other infrastructure improvements. The projects are anticipated to save more than 12 billion gallons of water annually – enough to fill over roughly 880,000 swimming pools—through reductions in residential water use and improvements to increase irrigation efficiency.

Two of the projects will also receive funding for solar energy installations to power the affiliated water facility and water district buildings. Including non-federal funding contributions, the projects represent more than \$130 million in water management improvements.

“These grants represent a once in a generation opportunity to meet the long-term adaptation for drought and a changing climate,” said Reclamation Commissioner Camille Calimlim Touton.

The latest funding announcement is part of the \$160 million in WaterSMART grants provided by the IIJA in 2022. Local govern-

ments in eight states set to receive funding must complete their project within three years.

B.F. Sisk Dam Safety Modification Project

The Bureau of Reclamation kicked off its 120th anniversary year last month at San Luis Reservoir with the groundbreaking of the B.F. Sisk Dam Safety Modification Project. The billion-dollar effort received a \$100 million investment earlier this year from the IIJA.

This is Reclamation’s largest project under the 1978 Safety of Dams Act and when complete will modernize the dam to reduce risks due to seismic events.

“B.F. Sisk Dam and San Luis Reservoir are representative of Reclamation’s legacy of effective resource management,” said Reclamation Commissioner Camille Calimlim Touton. “The work being done here today—funded by the transformative Bipartisan Infrastructure Law—is emblematic of our commitment to modernize water infrastructure. So, it is fitting to break ground here once again and invest in our infrastructure and in the future of California.”



Dirt is turned on the B.F. Sisk Dam Safety Modification Project, June 17, 2022.
Photo source: USBR

Continued on Page 12

Bipartisan WIFIA Legislation Introduced

Bill will fund critical infrastructure, keep customers rates affordable

Congresswoman Kim Schrier, M.D. (D-WASHINGTON) on June 16 introduced the *Water Infrastructure Finance and Innovation Act Amendments of 2022*, a bipartisan bill to fund critical water and wastewater infrastructure projects in Washington State. Representatives Dan Newhouse (R-WASHINGTON), Doug LaMalfa (R-CALIFORNIA), John Garamendi (D-CALIFORNIA), Jim Costa (D-CALIFORNIA), and Sharice Davids (D-KANSAS) are co-leading this bill with Rep. Schrier.

“I’m proud to author legislation to allow our local water operators access to critical loans and long-term, stable funding for water infrastructure projects in Washington state,” said Rep. Schrier. “Funding these local projects will keep our water clean and ensure a reliable supply of water while keeping costs low for ratepayers.”

The bill makes common-sense fixes and includes parts of previously introduced legislation to improve the *Water Infrastructure Finance and Innovation Act of 2014* (WIFIA), a law which created a federal credit program administered by the EPA for eligible water and wastewater infrastructure projects.

“Our Western membership will require funding and financing from many sources, and this amendment would open an entire suite of common-sense, fiscally responsible financing tools that would be very helpful to us in this effort,” said Dan Keppen, Executive Director of the Family Farm Alliance.

The program was reauthorized through 2026 by the Infrastructure Investment and Jobs Act (IIJA), signed into law by President Biden last November.

Specifically, the bill:

- Broadens WIFIA funding and financing eligibility to state and federal projects and entities. This includes state-led water storage projects, transferred works of the Bureau of Reclamation, and congressionally authorized Army Corps of Engineers (USACE) projects.
- Authorizes the use of collaborative project delivery methods for WIFIA projects, allowing more flexibility and reducing time and cost of the project.
- Allows certain federal water infrastructure loans to have maturity dates of up to 55 years.
- Reauthorizes USACE WIFIA program through FY2026.
- Directs the USACE to implement its WIFIA program, which it has not done despite its authorization in 2014.

“The West is facing a water shortage crisis. Now more than ever, it is critical that we continue investing in water storage infrastructure projects, said Rep. LaMalfa. “Across the nation, these projects will also assist in flood control, constructing hydropower dams for low-cost electricity, and delivering water to agriculture producers.”

Reclamation Advances IIJA Projects (Cont’d from Pg. 11)

Speakers at the event included Commissioner Touton, Assistant Secretary for Water and Science Tanya Trujillo, Reclamation California-Great Basin Regional Director Ernest Conant, California Department of Water Resources Director Karla Nemeth, California State Water Resources Control Board Vice Chair Dorene D’Adamo and San Luis & Delta-Mendota Water Authority Board President (and Family Farm Alliance board member) Cannon Michael.

The celebration also marked the beginning of construction to retrofit the 3.5-mile-long B.F. Sisk Dam to protect it from future seismic events and for public safety. Construction will include stability berms and other engineered features. The dam impounds San Luis Reservoir, the nation’s largest off stream reservoir, which provides water for farms, wildlife refuges, and Californians served by the federal Central Valley Project and State Water Project.

“We are thrilled to celebrate the anniversary of the Bureau of Reclamation today in the same footprint where President John F. Kennedy dedicated San Luis Reservoir sixty years ago,” said Reclamation Regional Director Ernest Conant.

California Department of Water Resources is a cost share partner in the project. The IIJA provides \$500 million for dam

safety projects across the country to support the operational capacity of 12 dams that require modification to minimize risk to the public.

Reclamation: ARPA Funds Count as Non-Federal Cost-Share for Grant Programs

In recent months, the Commissioner’s office has been fielding questions regarding the use of funding provided under the America Rescue Plan Act (ARPA) as the nonfederal match for WaterSMART grants.

Mat Maucieri, the point person on IIJA implementation for Reclamation in the Commissioner’s office, says, in general, yes, funding provided to states, U.S. territories, and Tribal governments under ARPA may be counted toward non-Federal cost-share requirements for WaterSMART and similar Reclamation grant programs.

“Each Notice of Funding Opportunity describes other requirements applicable to all cost-share contributions,” said Mr. Maucieri. “Please contact program staff if you would like to discuss further.”

Services Rescind Regulatory Definition of “Habitat” Under the ESA

The U.S. Fish and Wildlife Service (FWS) and National Marine Fisheries Service (NMFS) are rescinding a 2020 Trump Administration rule that established a regulatory definition of “habitat” specific to critical habitat under the federal Endangered Species Act (ESA).

The decision follows President Joe Biden’s Executive Order 13990, signed 5 days into his presidency. That order directed all federal agencies to review and address agency actions to ensure consistency with Biden-Harris administration objectives.

FWS and NMFS (or, “the Services”) concluded that codifying a single definition of “habitat” could impede the Services’ ability to fulfill their obligations to designate critical habitat based upon the best available science.

“The growing extinction crisis highlights the importance of the Endangered Species Act and efforts to conserve species before declines become irreversible,” said Assistant Secretary for Fish and Wildlife and Parks Shannon Estenez last month. “Today’s action will bring implementation of the Act back into alignment with its original purpose and intent and ensures that species recovery is guided by transparent science-based policies and conservation actions that preserve America’s biological heritage for future generations.”

Critical habitat designations identify those areas and habitat features that are essential for recovery of listed species. Federal agencies must ensure that actions funded, permitted or conducted by those agencies do not destroy or adversely modify designated critical habitats.

The Family Farm Alliance and other agricultural organizations in 2020 believed that the final definition of habitat pro-

posed then would continue to improve implementation of the ESA, which defines critical habitat and establishes separate criteria depending on whether the area is within or outside the geographical area occupied by the species at the time of listing.

“The Alliance has long supported efforts to balance effective, science-based conservation with common-sense policy designed to bring the ESA into the 21st century,” said Alliance Executive Director Dan Keppen. “We felt the 2020 Final Rule was a strong step in this direction.”

The Alliance and others last November formally opposed the Services’ proposal to rescind the definition of “habitat”.

“The 2020 final rule marked the first instance that “habitat” was defined and interpreted for purposes of application to ESA critical habitat designations,” said Mr. Keppen. “The recent decision rescinding the rule is the antithesis of promoting transparency, clarity, and consistency.”

Some Western Members of Congress claim the Services’ action will result in inflated, unscientific critical habitat designations and infringement on personal property rights.

“This is yet another action the Biden Administration is taking to equip radical special interest groups with tools that weaponize the Endangered Species Act against rural communities,” said Rep. Dan Newhouse (R-WASHINGTON), who chairs the Congressional Western Caucus. “Rescinding the definition of ‘habitat’ from listing decisions directly contradicts scientific data used to designate a species’ critical habitat. Doing so will remove incentives for landowners to continue conservation efforts for fear of the wrath of the federal government, and it will hinder effective restoration.”

Family Farm Alliance Engagement at Upcoming Arizona Events

Alliance members will engage in two highly anticipated conferences that will take place in Arizona this summer.

WRRC Annual Conference

The University of Arizona’s Water Resources Research Center (WRRC) is hosting its July 12-14 2022 Annual Conference, *Arizona’s Agricultural Outlook: Water, Climate and Sustainability* at the University of Arizona Student Union in Tucson. The agenda features a wide range of speakers and panelists, representing the diversity of Arizona agriculture.

Former Alliance board member Ron Rayner (A Tumbling T Ranch) will participate in a “storytelling” panel, and his son, Ross, will provide the “Next Generation” farmers’ perspective. Alliance Advisory Committee Member Tom Davis (Yuma County Water Users Association) will provide a historical account of irrigated agriculture in the Yuma area. The closing panel on the final day of the conference will feature Meghan Scott (from Alliance member Noble Law) and Alliance President Patrick O’Toole, discussing Arizona’s water sustainability and agricultural outlook.

This year, WRRC is offering a hybrid format, with FREE registration for the livestream of the in-person programming

on July 12 and virtual sessions on July 13-14. For those who want to attend in person, registration is available online starting July 1 for \$85. Attendees may also register in person at the event. For more information, go to wrrc.arizona.edu.

AACD Summer Conference

The Arizona Association of Conservation Districts (AACD) is hosting its 2022 Summer Conference in downtown Phoenix on August 4-5 at Events on Jackson, 245 E Jackson Street. Join AACD on the 4th for the much-anticipated day of panel discussions, where conference attendees will take a deep dive into water restrictions facing Arizonans, soil health, and how it relates to wildlife conservation, climate change, and issues surrounding public lands. Mr. Davis will be speaking on the water restrictions panel.

Food will be provided by Arizona Homegrown Experience, a chef-led business that works with local farms and ranches, using the freshest ingredients to provide unique culinary offerings. Room blocks are available at the Residence Inn and Courtyard by Marriott (two hotels, one building) – cost is \$96 per night. Please book by July 17! For more information, go to information.aacd@gmail.com.

CORRESPONDENCE LIST

JULY 2022

1. June 9, 2022 – Public Records Act Request received from Transparent California
2. June 14, 2022 – Notice and Agenda received from the Santa Ynez River Water Conservation District for the June 15, 2022 Special Board of Directors Meeting
3. June 14, 2022 – Memorandum received from Association of California Water Agencies request for State Controllers Report of Financial Transactions for Special Districts for FY 2020/2021 Audited Financial Statements
4. June 14, 2022 – Transmittal sent to Association of California Water Agencies regarding request for FY 2020/2021 Audited Financial Statements
5. June 17, 2022 – Notice of Cancellation – Santa Barbara County Local Agency Formation Commission July 7, 2022 meeting has been cancelled
6. June 17, 2022 – Response to Transparent California regarding Public Records Act Request
7. June 21, 2022 - Notice and Agenda received from the Santa Ynez River Water Conservation District for the June 23, 2022 Special Board of Directors Meeting
8. June 23, 2022 – Letter from District to Santa Barbara County Auditor/Property Tax Division regarding Resolution No. 822 Adopting District FY 2022/2023 Budget and Requesting Assessment Levy for FY 2022/2023
9. June 23, 2022 – Notice and Agenda received from Cachuma Operation and Maintenance Board for the June 27, 2022 Board of Directors Meeting
10. June 24, 2022 – Water Service Requirements Letter from District – New detached accessory dwelling unit with private fire protection – APN 141-360-005
11. June 24, 2022 – Can and Will Serve Letter from District – APN 141-360-005
12. June 27, 2022 – Transmittal from District to Santa Barbara County Local Agency Formation Commission regarding response to the 2022 LAFCO Municipal Service Review Survey and Questionnaire
13. June 27, 2022 - Notice and Agenda received from the Santa Ynez River Water Conservation District for the June 28, 2022 Special Board of Directors Meeting
14. June 28, 2022 - Notice and Agenda received from the Eastern Management Area Groundwater Sustainability Agency for the June 30, 2022 Special Meeting
15. July 4, 2022 - Notice and Agenda received from the Los Olivos Community Services District for the July 8, 2022 Finance Committee Meeting
16. July 5, 2022 – Water Service Requirements Letter from District – New detached accessory dwelling – APN 141-330-009

17. July 6, 2022 - Submittal sent to Santa Barbara County Elections Division regarding District Elections Services and Notice of Elective Offices to be Filled for the November 8, 2022 General Election
18. July 8, 2022 - Notice and Agenda received from the Los Olivos Community Services District for the July 13, 2022 Regular Board Meeting
19. July 8, 2022 - Notice and Agenda received from the Los Olivos Community Services District for the July 13, 2022 Wastewater Treatment Workshop
20. July 12, 2022 - Notice and Agenda received from the Santa Ynez Community Services District for the July 14, 2022 Special Board Meeting