



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the San Antonio Basin Groundwater Sustainability Agency (“Agency” or “SABGSA”) Board of Directors (“Board”) will hold its regular **Board Meeting** at **6:00 P.M. on Tuesday, June 21, 2022**, at the **Los Alamos Community Services District located at 82 St. Joseph Street, Los Alamos, CA 93440**. Virtual option available for public participation.¹

Join Zoom Meeting:

<https://us06web.zoom.us/j/84155018924?pwd=TWdFL041UTVPMW5Mc1dP1E4T1Rjdz09>

Meeting ID: 841 5501 8924 Passcode: 473110

Dial: (669) 900 6833

SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA)

BOARD OF DIRECTORS MEETING AGENDA

Tuesday, June 21, 2022

1. CALL TO ORDER and ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion, answer questions, or take any action on any items presented during public comments. In the Board’s discretion, any issue raised during Public Comment may be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to no more than three minutes.

4. CONSENT ITEMS

a. Approve Minutes from May 17, 2022, Regular Meeting

b. Agency Finances, Budget, and Training

- i. The Board will receive a report from the accountant regarding finances and expenses.
- ii. The Board will receive a report regarding training

5. INFORMATIONAL ITEMS

a. Executive Director Update

- Update on activities performed by the Executive Director

b. San Antonio Basin Water District Update

- Update on San Antonio Basin Water District activities

¹ SABGSA will make reasonable efforts to make the meeting accessible virtually; however, if one of virtual options are unavailable due to technological issues, you are invited to take advantage of the other options, including in-person attendance.

c. Advisory Committee Updates

- Update on Advisory Committee

d. Board Member Updates

- Board members will provide any updates relevant to the SABGSA

6. DISCUSSION AND ACTION ITEMS

a. Executive Order N-7-22, Santa Barbara County Temporary Water Well Permit Urgency Ordinance (Urgency Ordinance), Santa Barbara County Well Permit Application, and DRAFT SABGSA Well Verification Framework

The Board will discuss Executive Order N-7-22, the Urgency Ordinance adopted May 24, 2022, and consider SABGSA actions in response, focusing on the new “written verifications” requirements for water well permits, described in Section 9 of the Executive Order. The Board will review and discuss the first DRAFT of SABGSA’s conceptual Well Verification Framework. The Board may take action or provide specific direction to the Ad Hoc Committee, staff, and/or SABGSA’s legal counsel related to this item.

b. Los Alamos Community Services District Extension of Termination of Membership from the San Antonio Basin Groundwater Sustainability Agency and Resignation of Director Gomez and Alternate Director Vidro and Consideration of Facilities Use and Support Services Agreement.

On May 3, 2022, the SABGSA received a letter of termination (effective June 2, 2022) from the Los Alamos Community Services District (LACSD) under section 17.1 of the Joint Exercise of Powers Agreement creating the SABGSA. SABGSA Director Gomez and Alternate Brad Vidro also submitted letters of resignation effective June 2, 2022. On May 31, 2022, the SABGSA received a letter from LACSD extending the date for termination as well as the resignations of Director Gomez and Alternate Brad Vidro for a period of 60 days (effective July 24, 2022). SABGSA legal counsel will provide an update on the status of the Facilities Use and Support Services Agreement being negotiated between the SABGSA and LACSD. The Board may take action or provide specific direction to the Board Chair, staff and/or SABGSA’s legal counsel related to these actions by the Los Alamos Community Services District.

c. SABGSA Draft Budget for Fiscal Year 2022-23

The Board of Directors will discuss priorities and review the draft budget for fiscal year 2022-23. The Board may take action and/or direct staff on this item.

d. On-Call Services Proposal from GSI Water Solutions

The Board of Directors may take action on an On-Call Services proposal from GSI Water Solutions.

NEXT MEETING: July 19, 2022, at 6pm

7. ADJOURN

Please contact Stephanie Bertoux at admin@sanantoniobasingsa.org with any questions.



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY
SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY (SABGSA)
BOARD OF DIRECTORS MEETING

DRAFT MINUTES
Tuesday, May 17, 2022

1. **CALL TO ORDER and ROLL CALL** – The meeting was called to order by President Sharer at 6:00pm at the Los Alamos Community Services District, 82 St. Joseph Street, Los Alamos, CA. Members of the public had the option to participate virtually or in-person.

Board of Directors Present: Tom Durant, Pat Huguenard, Alternate Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather

Alternates present, but not acting on behalf of a Director: Eric Pooler

Directors Absent: Dan Chabot, Juan Gomez, Kevin Merrill

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

No public comments received.

4. **CONSENT ITEMS**

- a. **Approve Minutes from April 19, 2022 SABGSA Board Meeting**

Motion by Director Huguenard, second by Director Durant to approve the minutes of April 19, 2022 Board meeting as presented.

Ayes: Directors: Tom Durant, Pat Huguenard, Alternate Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather

Nos: None; **Absent:** Dan Chabot, Juan Gomez, Kevin Merrill; **Abstain:** None.

- b. **Agency Finances, Budgeting and Training**

Motion by Director Huguenard, second by Director Wrather to approve the financial and training reports as presented.

Board meeting as presented.

Ayes: Directors: Tom Durant, Pat Huguenard, Alternate Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrather

Nos: None; **Absent:** Dan Chabot, Juan Gomez, Kevin Merrill; **Abstain:** None.

5. **INFORMATIONAL ITEMS**

- a. **Executive Director Updates**

All Executive Director updates are covered under 6. Action Items.

- b. **San Antonio Basin Water District Update**

SABWD Executive Director Donna Glass reported that the SABWD has collected 93% of the assessment levied for the 2021-22 fiscal year. At their meeting on May 17, 2022 the SABWD reviewed and approved Change Order Requests to the 2022-23 Assessment Roll resulting in

additional irrigated acreage. The SABWD makes this determination once per year.

c. Advisory Committee Updates

The Advisory Committee scheduled for May 3, 2022 was cancelled.

d. Board Member Updates

No report.

6. ACTION ITEMS

a. Executive Order N-7-22

SABGSA legal counsel reviewed and outlined the legal obligations for the SABGSA under Executive Order N-7-22 focusing on the new requirements impacting groundwater sustainability agencies related to “written verifications” for water well permits, in Section 9. Legal counsel also provided an overview of the Santa Barbara County Environmental Health Services (EHS) Water Well Permitting & Drought Emergency Public Virtual Workshop (Workshop) that occurred on May 10, 2022. Santa Barbara County Environmental Health Services is working to develop and implement a Temporary Water Well Permit Urgency Ordinance (Urgency Ordinance). It is anticipated that the Urgency Ordinance will go to the Santa Barbara County Board of Supervisors for approval on May 24, 2022.

Motion by Director Durant, second by Alternate Director Mosby to form an Ad Hoc Committee comprised of Director Sharer, Director Merrill, and Director Wrathier to work with SABGSA legal counsel and GSI Water Solutions to develop framework and protocols for SABGSA’s written well verification procedures under Executive Order N-7-22.

Ayes: Directors: Tom Durant, Pat Huguenard, Alternate Patrice Mosby, Kenny Pata, Randy Sharer, Chris Wrathier

Nos: None; **Absent:** Dan Chabot, Juan Gomez, Kevin Merrill; **Abstain:** None.

b. Los Alamos Community Services District Termination of Membership from the San Antonio Basin Groundwater Sustainability Agency and Resignation of Director Gomez and Alternate Director Vidro.

On May 3, 2022, the SABGSA received a letter of termination (effective June 2, 2022) from the Los Alamos Community Services District under section 17.1 of the Joint Exercise of Powers Agreement creating the SABGSA. SABGSA Director Gomez and Alternate Brad Vidro also submitted letters of resignation effective June 2, 2022. SABGSA legal counsel and LACSD legal counsel have discussed the termination of membership. The LACSD may revisit this item at the upcoming Board meeting on May 25, 2022. Should termination proceed on June 2, 2022, the Board directs staff to work with legal counsel to prepare an outline of the next steps.

c. SABGSA Budget Priorities for Fiscal Year 2022-23

The Executive Director presented a draft budget for fiscal year 2022-23. The Board agreed with the priorities presented and directed staff to finalize the budget for review and approval at the June 21, 2022 board meeting.

7. NEXT MEETING: June 21, 2022, at Los Alamos Community Services District

8. ADJOURN - 7:57pm

Please contact Stephanie Bertoux at admin@sanantoniobasinga.org with any questions.



TECHNICAL MEMORANDUM

DRAFT SABGSA Well Verification Framework

To: Stephanie Bertoux, Executive Director, San Antonio Basin Groundwater Sustainability Agency

From: Michael McAlpin, GSI Water Solutions, Inc.
Jeff Barry, GSI Water Solutions, Inc.

Attachments: 1 – Proposed New Well or Well Modification Applicant Acknowledgements
2 – Proposed Replacement Well Applicant Acknowledgements
3 – Proposed GSA Replacement Well Verification Statement

Date: June 17, 2022

Summary

At your request, GSI Water Solutions, Inc. (GSI) is providing draft policy language in response to Santa Barbara County's (County) Temporary Well Permitting Urgency Ordinance (Urgency Ordinance) for the San Antonio Basin Groundwater Sustainability Agency's (SABGSA) consideration. The below draft language pertains to the SABGSA's planned review process for new or replacement well applications in accordance with the Governor of the State of California's Executive Order N-7-22 (paragraph 9a; Executive Order) and the Santa Barbara County Temporary Water Well Permitting Urgency Ordinance, dated May 24, 2022 (Urgency Ordinance), amending Chapter 34A of the County Code to implement the Executive Order.

GSI acknowledges the proposed draft language in the included attachments is solely for the SABGSA's consideration. SABGSA's legal counsel has reviewed and provided input on this technical memorandum. Should the SABGSA Board adopt the framework described in this technical memorandum, GSI, SABGSA legal counsel and the Ad hoc Committee shall continue to collaborate to implement the framework consistent with the SABGSA Board's direction.

Attachment 1: Proposed New Well or Well Modification Acknowledgement and Verification

- The SABGSA is a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (Act). The SABGSA has adopted a GSP to manage groundwater in the Basin sustainably, consistent with the Act. The land where the well is proposed to be located is within the SABGSA's authority and jurisdiction for purposes of the Act.
- The GSP includes specific sustainable management criteria for assessing sustainability in the Basin, including factors contributing to undesirable results, minimum thresholds, and measurable objectives. The SABGSA may implement management actions that affect groundwater users so that sustainable management criteria are met within the next 20 years.
- Water Code Section 10726.4(b) provides that GSAs are not authorized to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a County with authority to issue those permits. However, the GSA has the authority to limit production from the well to be consistent with the GSP. (Wat. Code, § 10726.4(a)(2).)
- Water Code Section 10726.8(b) provides that GSAs do not have the authority to make a binding determination of the water rights of any person or entity. The GSA does have the authority to manage groundwater extractions in the Basin to be within the resource capacity and sustainable yield of the Basin. (Wat. Code, § 10726.4(a)(2).)
- The GSP does not currently mandate groundwater pumping restrictions or restrictions on drilling new wells, replacement wells, or modifications to existing wells, but reserves the authority to impose pumping restrictions in the future. As specified in the Applicant's well verification request form, Applicant acknowledges the SABGSA's authority to impose pumping restrictions consistent with the authority provided by the Act and California law, and that any well constructed pursuant to a verification must comply with any lawful pumping restrictions.
- Executive Order N-7-22 paragraph 9a provides that a County shall not approve a well permit for a new groundwater well subject to a GSP without first obtaining a written verification from a GSA that groundwater extractions from the proposed groundwater well would: a) not be inconsistent with any sustainable groundwater management program established in the GSP; and b) not decrease the likelihood of achieving a sustainability goal for the basin.
- The GSP documents that the Basin is experiencing a chronic lowering of groundwater levels and reduction in groundwater in storage. Accordingly, pursuant to Executive Order N-7-22 paragraph 9a as implemented by the Santa Barbara County Temporary Water Well Permitting Urgency Ordinance (Urgency Ordinance), the SABGSA concludes that any additional extraction of groundwater in the Basin would be inconsistent with sustainable groundwater management programs established in the GSP and/or would decrease the likelihood of achieving a sustainability goal for the basin. The SABGSA thus cannot issue a well verification for the construction of any new groundwater well or modification¹ to an existing groundwater well for the duration of Executive Order N-7-22 and the Urgency Ordinance.
- Based on its review of the well permit application and well verification request form, the SABGSA finds that it cannot issue a verification for the proposed new or modified well because it would be inconsistent with sustainable management programs established in the GSP and/or groundwater extraction from said well would decrease the likelihood of achieving the sustainability goal for the Basin.
- The SABGSA finds it cannot issue a well verification for a proposed new or modified well until Executive Order N-7-22 and Urgency Ordinance have been rescinded due to the extreme drought conditions being

¹ "Alteration of an existing well" means the "modification" of a water well as defined in Sec. 34A-2 of the Santa Barbara County Code, in order to increase the production capacity of the existing well as originally permitted or constructed.

experienced in the region. Following the rescission of Executive Order N-7-22 and the Urgency Ordinance, the SABGSA may elect to regulate new extractions as necessary to implement the GSP.

- As specified in the Applicant's well verification request form, Applicant agrees to hold the SABGSA harmless and indemnify the SABGSA for any liability stemming from or related to the County issuing or not issuing a well permit in response the Application or to the SABGSA issuance of a written verification related to the well permit.

DRAFT

Attachment 2: Proposed Replacement Well Applicant Acknowledgements

- The SABGSA is a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (Act). The SABGSA has adopted a GSP to manage groundwater in the Basin sustainably, consistent with the Act. The land where the well is proposed to be located is within the SABGSA's authority and jurisdiction for purposes of the Act.
- The GSP includes specific sustainable management criteria for assessing sustainability in the Basin, including factors contributing to undesirable results, minimum thresholds, and measurable objectives. The SABGSA may implement management actions that affect groundwater users so that sustainable management criteria are met within the next 20 years.
- Water Code Section 10726.4(b) provides that GSAs are not authorized to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a County with authority to issue those permits. However, the GSA has the authority to limit production from the well to be consistent with the GSP. (Wat. Code, § 10726.4(a)(2).)
- Water Code Section 10726.8(b) provides that GSAs do not have the authority to make a binding determination of the water rights of any person or entity. The GSA does have the authority to manage groundwater extractions in the Basin to be within the resource capacity and sustainable yield of the Basin. (Wat. Code, § 10726.4(a)(2).)
- The GSP does not currently mandate groundwater pumping restrictions or restrictions on drilling new wells, replacement wells, or modifications to existing wells, but reserves the authority to impose pumping restrictions in the future. As specified in the Applicant's well verification request form, Applicant acknowledges the SABGSA's authority to impose pumping restrictions consistent with the authority provided by the Act and California law, and that any well constructed pursuant to a verification must comply with any lawful pumping restrictions.
- Executive Order N-7-22 paragraph 9a provides that a County shall not approve a well permit for a new groundwater well subject to a GSP without first obtaining a written verification from a GSA that groundwater extractions from the proposed groundwater well would: a) not be inconsistent with any sustainable groundwater management program established in the GSP; and b) not decrease the likelihood of achieving a sustainability goal for the basin.
- The GSP documents that the Basin is experiencing a chronic lowering of groundwater levels and reduction in groundwater in storage. Accordingly, pursuant to Executive Order N-7-22 paragraph 9a as implemented by the Santa Barbara County Temporary Water Well Permitting Urgency Ordinance (Urgency Ordinance), the SABGSA concludes that any additional extraction of groundwater in the Basin would be inconsistent with sustainable groundwater management programs established in the GSP and/or would decrease the likelihood of achieving a sustainability goal for the basin.
- Replacement wells² may be approved by SABGSA if certain conditions are met. Replacement wells must be completed in the same Principal Aquifer as the original well to be replaced. The SABGSA will review information provided by the applicant to verify that conditions are met. As specified in the Applicant's well verification request form, the Applicant certifies to the best of their knowledge that the following information provided in the Application is accurate:
 - mapped well locations
 - pump specifications
 - pump curves for both the original well pump and new pump

² As defined in the Santa Barbara County Code, "Replacement Well" means a water well to be constructed of equal or less production capacity as an existing well as originally permitted or constructed. (Urgency Ordinance, § 34A-23(a)(8).)

- if a pump curve is not available, pump type, number of bowls, pump diameter, pump horsepower, revolutions per minute (RPM), and 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, and well diameter
- estimated groundwater levels at the time of the application and at the time the original well was completed
- mapped irrigated area and crop type(s), and
- estimate average annual future pumping volume at the replacement well (in acre-feet per year).
- The Applicant must provide these data and any reasonable additional data requested by the SABGSA to complete the replacement well confirmation review.
- The Santa Barbara County well permit application, the above information, and review deposit must be provided to the SABGSA prior to review of the application.
- If the SABGSA determines: a) the replacement well is consistent with the criteria of a replacement well, as defined by the Santa Barbara County Code, of the original well; b) groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in the GSP; and, c) groundwater extraction by the proposed well would not decrease the likelihood of achieving a sustainability goal for the Basin, the SABGSA may issue a written verification statement to the Applicant and the Santa Barbara County Permitting Agency (County of Santa Barbara Department of Environmental Health Services). By accepting the verification statement from the SABGSA, the Applicant agrees to make the existing and replacement well, pumping equipment, and well flow meter (if installed) available for inspection and monitoring by the SABGSA upon reasonable notice.
- The SABGSA may require that a flow meter be installed at a future date pursuant to the GSP and applicable California law.
- The SABGSA'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 SABGSA has not and does not make any representation, assurance, or warranty as to whether the use of the well permitted by the Santa Barbara County Well Permitting, once constructed, will be or become a) inconsistent with any sustainable groundwater management program established in the GSP and/or decrease the likelihood of achieving the sustainability goal for the Basin.
- The SABGSA is not responsible for or otherwise liable for any costs, lost revenue, investments, or payments related to any groundwater well permitted by the Santa Barbara County Well Permitting Agency, including but not limited to, well drilling costs, pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.
- Applicant agrees to hold the SABGSA harmless and indemnify the SABGSA for any liability stemming from or related to the County issuing or not issuing a well permit in response the Application or to the SABGSA's issuance of a written verification for the well permit pursuant to Executive Order N-7-22 paragraph 9a and the Urgency Ordinance.
- Applicant agrees that this verification is not effective unless and until the Application sign the verification acknowledging and agreeing to abide by the terms and conditions set forth above.

Attachment 3: Proposed GSA Replacement Well Verification Statement

If the SABGSA finds that the replacement well does not result in an increase in the amount of groundwater pumped historically and is not inconsistent with the GSP, the following verification statement will be provided to the Applicant and Santa Barbara County:

- 1) Based on the foregoing information and acknowledgements, the SABGSA issues a written consistency determination pursuant to Executive Order N-7-22 paragraph 9(a) and the Santa Barbara County Temporary Water Well Permitting Urgency Ordinance for the subject well.
- 2) The SABGSA finds that the subject groundwater well falls within the groundwater use assumed in the GSP and:
 - a) Groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in the GSP; and
 - b) Groundwater extraction by the proposed well would not decrease the likelihood of achieving a sustainability goal for the Basin.
- 3) This verification shall not be interpreted as superseding or interfering with the authority of Santa Barbara County to approve, disapprove, or condition any groundwater well permit project pursuant to its permitting authority.

DRAFT

LOS ALAMOS COMMUNITY SERVICES DISTRICT

82 North Saint Joseph St • (805) 344-4195 • Fax (805) 344-2908
Post Office Box 675
LOS ALAMOS, CALIFORNIA 93440

May 31, 2022

Via Email: admin@sanantoniobasingsa.org Via Email: admin@sanantoniobasingwd.org

San Antonio Basin Groundwater
Sustainability Agency
Attn: Stephanie Bertoux, Executive Director

San Antonio Basin Water District
Attn: Craig Reade, Board Secretary

Subject: Extension of Effective Date of Termination of Membership in SABGSA

Dear Ms. Bertoux and Mr. Reade,

As you were advised by letter dated May 3, 2022, at its regular meeting on April 27, 2022, the Board of Directors (the "Board") of the Los Alamos Community Services District ("LACSD") voted unanimously to have LACSD withdraw as a member of the San Antonio Basin Groundwater Sustainability Agency ("SABGSA"), effective 30 days from the date of that letter (i.e., June 2, 2022). I am writing to advise you that, at its regular meeting on May 25, 2022, LACSD's Board voted unanimously to extend the effective date of its withdrawal as a member of SABGSA for a period of 60 days from the date of the May 25 meeting (i.e., until July 24, 2022).

The reason for the extension is to enable LACSD and SABGSA to revisit and further negotiate the terms of an agreement that would recognize the value of the facilities, support and other resources that LACSD has been providing to SABGSA.

The District will send to you by separate email(s) copies of a letter from Juan Ramon Gomez and a letter from Brad Vidro which extend the effective date of their resignations as a Director and an alternate Director, respectively, of SABGSA until July 24, 2022.

The LACSD Board looks forwards to working with SABGSA on the terms of a mutually acceptable facilities use and support services agreement.

Sincerely yours,



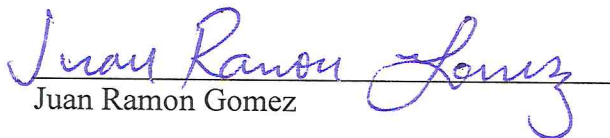
Leonard Bileti, President
LACSD Board of Directors

EXTENSION OF EFFECTIVE DATE OF RESIGNATION

To: Board of Directors of the Los Alamos Community Services District

From: Juan Ramon Gomez

I hereby extend the effective date of my resignation as a Director of the San Antonio Basin Groundwater Sustainability Agency until July 24, 2022.


Juan Ramon Gomez

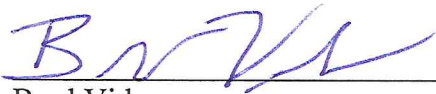
Date: 5/31/2022

EXTENSION OF EFFECTIVE DATE OF RESIGNATION

To: Board of Directors of the Los Alamos Community Services District

From: Brad Vidro

I hereby extend the effective date of my resignation as an alternate Director of the San Antonio Basin Groundwater Sustainability Agency until July 24, 2022.



Brad Vidro

Date: 5/31/22_____

FACILITIES USE AND SUPPORT SERVICES AGREEMENT

THIS FACILITIES USE AND SUPPORT SERVICES AGREEMENT (this “**Agreement**”), dated as of _____, 2022 (the “**Effective Date**”), is made and entered into by and between the **SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY** (“**SABGSA**”) and the **LOS ALAMOS COMMUNITY SERVICES DISTRICT** (“**LACSD**”).

Recitals

A. Effective as of May 16, 2017, LACSD and the Cachuma Resource Conservation District (“**CRCD**”), as the two (2) original members of SABGSA, entered into that certain Joint Exercise of Powers Agreement (the “**Joint Powers Agreement**”) for the purposes of creating SABGSA.

B. Pursuant to the terms of the Joint Powers Agreement, the San Antonio Basin Water District (“**SABWD**”) has been substituted in the place of CRCD as a member of SABGSA, and SABWD now stands in the place and stead of CRCD.

C. Prior to the Effective Date hereof, LACSD has been providing, without cost to SABGSA or SABWD, (i) LACSD’s office building and conference room located at 82 North St. Joseph Street, Los Alamos, California, and LACSD’s teleconferencing system, for meetings of the SABGSA Board of Directors, (ii) staff support and other resources relating to SABGSA’s operations, and (iii) data from water quality testing conducted by LACSD within its boundaries (collectively, the “**Facilities and Services**”).

D. LACSD and SABGSA have agreed that, commencing as of the Effective Date, SABGSA will pay a fee for the Facilities and Services provided by LACSD, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SABGSA and LACSD agree as follows:

1. Facilities and Services. LACSD agrees to provide the Facilities and Services to SABGSA during the term of this Agreement on the terms set forth herein.

2. Fees. In consideration for the Facilities and Services provided by LACSD, during the term of this Agreement SABGSA will pay to LACSD a monthly fee in the amount of Two Hundred Dollars (\$200.00), payable in arrears on or before the fifteenth (15th) day of the month following the month during which the Facilities and Services were provided. If the SABGSA Board of Directors and/or any of its committees collectively utilize the LACSD’s facilities for more than two (2) meetings during any calendar month, an additional fee of One Hundred Dollars (\$100.00) will be payable to LACSD for each such meeting in excess of two (2).

3. Cost of Living Increases. The fees set forth in Section 2 above will be adjusted annually on the anniversary of the Effective Date by the increase, if any, in the Consumer Price Index (All Items, All Urban Consumers, 1982-1984 = 100) for the Los Angeles-Long Beach-Anaheim area, published by the United States Department of Labor, Bureau of Labor Statistics.

4. **Term.** This Agreement will commence on the Effective Date set forth above and will terminate in the event that (i) LACSD ceases to be a member of SABGSA, (ii) either party provides written notice of termination to the other party setting forth an effective date of termination that is no less than sixty (60) after the date of such notice, or (ii) the parties mutually agree in writing to the termination of this Agreement.

5. **Insurance.** SABGSA, at its sole cost and expense, shall maintain during the term of this Agreement a policy of comprehensive general liability and property damage insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage, insuring LACSD and SABGSA against all liability arising in connection with SABGSA's use of LACSD's office building and/or conference room. On or before the Effective Date of this Agreement, SABGSA shall provide to LACSD a certificate evidencing the insurance coverage required hereunder. Said certificate shall name LACSD and its directors, officers, employees, and agents as additional insureds and shall expressly provide that the policy evidenced by the certificate may not be cancelled or altered without thirty (30) days' prior written notice to LACSD (or ten (10) days in the event of nonpayment of premium). SABGSA shall provide LACSD with updated certificates of insurance showing the renewal of coverage prior to the expiration of the insurance required hereunder.

6. **Liabilities.** SABGSA shall assume all risk of damage to property or injury to persons, be responsible for, and indemnify, defend, hold harmless, and release LACSD and its directors, officers, employees, and agents (collectively, "**LACSD Indemnitees**") from and against any and all damages, liabilities, claims, expenses, or losses of any nature, including reasonable attorneys' fees (collectively, "**Damages**"), arising in connection with the use of LACSD's office building and/or conference room by SABGSA except to the extent any such damages, claims, expenses and/or losses result from the negligence or willful misconduct of LACSD Indemnitees. LACSD shall assume all risk of damage to property or injury to persons, be responsible for, and indemnify, defend, hold harmless and release SABGSA and its directors, officers, employees and agents from and against any and all Damages to the extent arising in connection with LACSD's negligence or willful misconduct.

7. **Findings.** SABGSA and LACSD find, acknowledge, agree, and confirm that this Agreement (i) is fair, just, and reasonable as of the date hereof, (ii) is advantageous to the parties hereto, and (iii) furthers the day-to-day business activities and necessary functions of SABGSA.

8. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and unenforceable to the fullest extent permitted by law.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

10. **Entire Agreement/Amendments.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and

supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by all parties to the Agreement. The parties do not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto.

11. Construction. Headings at the beginning of each section, subsection, paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

12. Governing Law. The parties agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in Santa Barbara County, California.

13. Notices. Any notices permitted or required hereunder shall be in writing and shall be given by personal delivery or sent by (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (iii) email transmission, using the contact information set forth below.

To SABGSA:

San Antonio Basin GSA
 ATTN: Stephanie Bertoux, Executive
 Director
 930A Nysted Drive
 Solvang, CA 93463
 Email: admin@sanantoniobasingsa.org

To LACSD:

Los Alamos Community Services District
 Attn: Board Secretary
 82 North Saint Joseph Street
 P.O. Box 675
 Los Alamos, CA 93440
 Email: cclark@losalamoscسد.com

Either party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

14. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

15. Signatures/Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If executed copies of this Agreement, or if any notices or other written communications permitted or required hereunder, are provided by one party to the other by DocuSign or email transmission, such email, and the attachments thereto and the signatures thereon, shall for all purposes be treated as originals.

16. Authorization. The legislative bodies of SABGSA and LACSD have each authorized the execution of this Agreement, and all signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities stated herein.

[Signatures are set forth on the following page.]

IN WITNESS WHEREOF, SABGSA and LACSD have executed this Agreement on the dates set forth below.

“SABGSA”

SAN ANTONIO BASIN GROUNDWATER
SUSTAINABILITY AGENCY

By: _____
Randy Sharer,
President of the Board of Directors

Date: _____

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck,
SABGSA legal counsel

By: _____
Jena Shoaf Acos, Shareholder

Date: _____

“LACSD”

LOS ALAMOS COMMUNITY
SERVICES DISTRICT

By: _____
Leonard Bileti,
President of the Board of Directors

Date: _____

APPROVED AS TO FORM:

Howell Moore & Gough LLP,
LACSD legal counsel

By: _____
Richard G. Battles, Partner

Date: _____

SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

DRAFT BUDGET FOR FY 2022-23

6/15/2022

INCOME	2021-22 YTD	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
01 DWR Grant #1	\$93,058.20	\$29,000.00	\$0.00	\$0.00
02 DWR Grant #2	\$106,286.70	\$63,000.00	\$0.00	\$0.00
Interest Earned	\$16.23	\$0.00	\$0.00	\$0.00
Operating Transfers from SABWD	\$260,000.00	\$762,300.00	\$765,200.00	\$714,300.00
Total Income	\$459,361.13	\$854,300.00	\$765,200.00	\$714,300.00
EXPENSES	2021-22 YTD	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
01 - Administrative/Office Exp				
Payroll	\$45,678.15	\$80,000.00	\$80,000.00	\$80,000.00
Website	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
Facilities Use and Support Services	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
Supplies	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00
02 - Accountant	\$7,140.00	\$10,000.00	\$10,000.00	\$10,000.00
03 - Comm Eng/Grant Writing/Non-GSP	\$0.00	\$35,000.00	\$0.00	\$0.00
04 - Monitoring				
Quarterly Monitoring	\$41,493.26	\$37,555.00	\$40,000.00	\$40,000.00
Quarterly Reporting (incl. in monitoring)		\$5,590.00	\$11,000.00	\$11,000.00
Annual Maintenance	\$0.00	\$10,000.00	\$5,000.00	\$5,000.00
Contingency for Field Issues & New Equipment	\$0.00	\$10,000.00	\$5,000.00	\$5,000.00
05 - Legal Counsel	\$29,802.00	\$80,000.00	\$50,000.00	\$50,000.00
06 - Insurance	\$0.00	\$2,500.00	\$2,700.00	\$3,000.00
07 - Audit Fees	\$1,000.00	\$3,500.00	\$4,000.00	\$4,500.00
08 - GSP Development Consultant	\$220,447.00	\$0.00	\$0.00	\$0.00
09 - GSP Related Costs				
GSP Annual Report	\$59,958.75	\$50,000.00	\$50,000.00	\$50,000.00
GSP Corrective Action	\$0.00	\$25,000.00	\$50,000.00	\$0.00
10 - GSP Implementation / PMAs				
Address Data Gaps				
Barka Slough Stream Gage Installation	\$0.00	\$15,000.00	\$0.00	\$0.00
GDE & Barka Slough Survey	\$0.00	\$0.00	\$20,000.00	\$0.00
Streamflow Monitoring, Maintenance, & Calibration	\$0.00	\$30,000.00	\$15,000.00	\$15,000.00
Update Water Use Factors	\$0.00	\$5,000.00	\$0.00	\$0.00
USGS Model Review	\$0.00	\$0.00	\$15,000.00	\$0.00
Well Surveys (Hydrogeologist)	\$0.00	\$15,000.00	\$0.00	\$0.00
Well Surveys (Contractor)	\$0.00	\$35,000.00	\$0.00	\$0.00
Pumping Fee Program	\$0.00	\$0.00	\$25,000.00	\$25,000.00
On-Call Hydrogeological Consulting	\$9,985.00	\$75,000.00	\$50,000.00	\$50,000.00
Rate Study	\$0.00	\$0.00	\$0.00	\$0.00
Stakeholder Workshops	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
Sustainable Yield Allocation Program	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Water Use Efficiency Programs	\$0.00	\$0.00	\$0.00	\$10,000.00
Water Credit & Marketing Program	\$0.00	\$0.00	\$0.00	\$0.00
Well Census & Registration Program	\$0.00	\$25,000.00	\$0.00	\$0.00
Well Impact Study/Analysis	\$0.00	\$0.00	\$0.00	\$0.00
Well Metering Program	\$0.00	\$25,000.00	\$50,000.00	\$75,000.00
11 - Executive Order - Written Verifications	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL EXPENSES	\$415,504.16	\$611,645.00	\$570,200.00	\$521,000.00
TOTAL	YTD ACTUALS	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET
Income Total	\$459,361.13	\$854,300.00	\$765,200.00	\$714,300.00
Expenses	\$415,504.16	\$611,645.00	\$570,200.00	\$521,000.00
Operational Contingency	\$0.00	\$122,330.00	\$114,040.00	\$104,200.00
DWR Contingency	\$0.00	\$120,325.00	\$80,960.00	\$89,100.00
Expenses Total	\$415,504.16	\$854,300.00	\$765,200.00	\$714,300.00



June 17, 2022

Stephanie Bertoux
Executive Director
San Antonio Basin Groundwater Sustainability Agency
920 East Stowell Rd.
Santa Maria, CA 93454
admin@sanantoniobasingsa.org

Dear Ms. Bertoux:

GSI Water Solutions, Inc. (GSI), is pleased to present this scope of work and budget for performing on-call services for the San Antonio Basin Groundwater Sustainability Agency's (SABGSA) consideration. GSI will provide services associated with implementation of the San Antonio Creek Valley Groundwater Basin (Basin) Groundwater Sustainability Plan (GSP) and other activities that are requested by the SABGSA and the Executive Director. GSI anticipates on-call services may include:

- Assistance with drafting language for the SABGSA's written verifications for well permit applications pursuant to Executive Order (EO) N-7-22 paragraph 9a and the Santa Barbara County Temporary Water Well Permitting Urgency Ordinance,
- Performance of technical reviews of replacement well applications pursuant to EO N-7-22 paragraph 9a and the Santa Barbara County Temporary Water Well Permitting Urgency Ordinance,
- Assistance with the project completion report for the California Department of Water Resources (DWR) to invoice for grant retention,
- Formatting and uploading monitoring data to the SABGSA's data management system (DMS),
- Hosting and managing the DMS,
- Populating, formatting, and uploading Spring and Fall monitoring data, including California Statewide Groundwater Elevation Monitoring (CASGEM) program monitoring data, to DWR's Sustainable Groundwater Management Act (SGMA) online portal as required by DWR,
- Assisting with development of the well registration and metering program,
- Planning for Barka Slough vegetation trimming,
- Planning for well 2M1 sounding tube installation,
- Planning for installation of stream gauging equipment,
- Planning the wellhead reference point elevation surveys,
- Planning for Groundwater Dependent Ecosystem (GDE) investigation,
- Assistance with SABGSA budgeting and project planning,
- Attendance at stakeholder and Board of Directors meetings at the request of the Executive Director, and

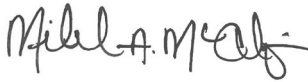
- Attendance at Advisory Committee meetings at the request of the Executive Director.

These services would be performed at the specific direction of the Executive Director in accordance with GSI's contract with the SABGSA (see attached). GSI will perform the work on a time and materials basis in accordance with the attached rate sheet. Because it is not possible to estimate fees for the work that will be requested, GSI is proposing that the SABGSA authorize a budget allocation of **\$50,000** for the 2022-2023 fiscal year. This amount will not be exceeded without the written approval of the Executive Director. On a monthly basis, GSI will provide a summary of activities that were performed that month with the associated cost. GSI understands that the Executive Director may re-prioritize requested services depending on what is needed at the time.

We thank you for your consideration of this proposal. Please contact us if you have any questions. Thank you for allowing GSI to continue to serve the interests of the SABGSA.

You may indicate your acceptance of this proposal by signing on the space provided below.

Sincerely,
GSI Water Solutions, Inc.



Michael McAlpin, PG
Consulting Hydrogeologist



Jeff Barry
Principal Hydrogeologist

Approved by

Date