

**NOTICE**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN**  
**CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY**  
will be held on Monday, May 20, 2024, at 10:00 a.m.  
at **BUELLTON CITY-HALL PLANNING DEPT. CONFERENCE ROOM**  
**107 WEST HIGHWAY 246, BUELLTON, CALIFORNIA**  
(This location is across the street from the usual meeting place, the City Council Chambers)

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**Optional remote public participation is available via Telephone or ZOOM**

To access the meeting via telephone, please dial: 1-669-444-9171 or via the Web at: <http://join.zoom.us>  
“Join a Meeting” - **Meeting ID:** 865 4571 2181 **Meeting Passcode:** 927915

**\*\*\* Please Note \*\*\***

The above teleconference option for public participation is being offered as a convenience only and may limit or otherwise prevent your access to and participation in the meeting due to disruption or unavailability of the teleconference line. If any such disruption of unavailability occurs for any reason the meeting will not be suspended, terminated, or continued. Therefore in-person attendance of the meeting is strongly encouraged.

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**AGENDA OF REGULAR MEETING**

1. Call to Order and Roll Call
2. Additions or Deletions to the Agenda
3. 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 comment 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 comment item.)
4. Review and consider approval of CMA GSA Committee meeting minutes of March 25, 2024
5. Review and consider approval of Quarterly Financial Statements and Warrant List
6. Receive update on CMA monitoring network expansion and Spring water levels
7. Review and consider approval to form the DRAFT CMA GSA Agency Member Voluntary Contribution and Reimbursement Agreement
8. Receive update and consider taking action on the following CMA GSA items:
  - a. Administrative services contract with SYRWCD
  - b. Rate study contract with Raftelis including Scope of Work
  - c. Consider approval of Resolution No. CMA-2024-02 to Approve and Adopt a Conflict-of-Interest Code
  - d. Discuss the potential addition of an Agricultural Representative
9. Discuss Basin-wide Joint-GSAs meeting June 7, 2024, 10 AM, Buellton City Council Chambers
10. Next CMA GSA Board Regular meeting on Wednesday, August 26, 2024
11. CMA GSA Board member reports and requests for future agenda items
12. Adjournment

[This agenda was posted 72 hours prior to the scheduled regular meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and 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. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

## MEETING MINUTES

### **Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency March 25, 2024**

A special meeting of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA) was held on Monday, March 25, 2024, at 10:00 a.m. at the City of Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

Directors Present: Larry Lahr and John Sanchez

Non-Voting Director Present (teleconference): Meighan Dietenhofer (Non-voting Acting Alternate)

Others Present (In Person): Bill Buelow, Rose Hess, and Amber Thompson

Others Present (Teleconference): Doug Circle, Curtis Lawler (Stetson Engineers), Scarlet Tovar (DWR), and Legal Counsel Steve Torigiani

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

CMA GSA Chair Larry Lahr called the meeting to order at 10:00 a.m. Ms. Thompson called roll. Two Directors and one non-voting Acting Alternate Director were present providing a quorum.

#### **2. Pledge of Allegiance**

Director Lahr led the Pledge of Allegiance.

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

There were no other additions or deletions to the agenda.

#### **4. Public Comment**

There were no public comments.

#### **5. Review and consider approval of CMA GSA Board meeting minutes of February 26, 2024**

The minutes of the CMA GSA Board meeting on February 26, 2024, were presented for Board consideration. There was no discussion or public comment.

Director Sanchez made a MOTION to approve the minutes of the CMA GSA Board meeting on February 26, 2024, as presented. Director Lahr seconded the motion. There was no discussion or public comment. The motion passed unanimously by voice vote.

**6. Consider approving the Third Annual Report for the CMA GSA and authorizing submittal of same to DWR**

Mr. Buelow reported that the Third Annual Report for the Central Management Area Groundwater Sustainability Agency (CMA GSA) was presented at the February 26, 2024, board meeting and no comments were received since the presentation. There was no discussion or public comment.

Director Sanchez made a MOTION to approve the Third Annual Report for the Central Management Area Groundwater Sustainability Agency, as presented, and authorized submittal to DWR. Director Lahr seconded the motion. There was no discussion or public comment. The motion passed unanimously by voice vote.

**7. Receive update on DWR Sustainable Groundwater Management Implementation and consider the firm EKI to support management of grant component projects**

Mr. Buelow presented a proposal for Mr. John Fio of EKI to support the management of the DWR GSP Implementation Grant with costs reimbursable to the GSA by the grant components. He reported that Mr. Fio is the geologist and consultant hired by the City of Lompoc who has been providing services for the WMA GSA. Mr. Buelow reviewed the grant components and consultants who have and should continue to provide services to the CMA GSA. Discussion followed. There was no public comment.

The Board authorized Mr. Buelow to create a contract for management of the DWR GSP Implementation Grant components with EKI and requested the contract be brought back along with a cost proposal for the Board to review and consider approval.

Mr. Buelow reported that Stetson Engineers is prepared to continue producing the annual report and GSP update.

Mr. Buelow reported on USGS gaging support is needed in the CMA. A location within the CMA has been found but the USGS can not support the gaging efforts in the Santa Ynez Basin any longer. He proposed that other consultants to perform this work be found and a contract developed using the USGS contract standards.

Director Lahr requested that Mr. Buelow provide a summary report with status on GSP Implementation projects at each CMA GSA Board meeting.

Mr. Buelow reviewed the top four projects to be submitted on the GSP Implementation Grant application that were agreed upon by all three GSAs and reimbursement funds were approved based on the application. All three GSAs were given the opportunity to request additional projects to be included in the grant application. However, only the WMA provided two additional projects: recycled water and conservation, and stormwater capture.

Director Sanchez requested information on stormwater capture projects. Mr. Lawler, Stetson Engineers, advised that the Projects and Management section of the GSP includes some ideas to increase stormwater recharge.

Mr. Buelow reported that at least three more sites for possible monitoring wells within the CMA have been located. The Board requested an update on additional monitoring well locations.

**8. Consider CMA GSA Board Special Meeting, Monday, April 22, 2024, 10 AM, Buellton City Council Chambers**

The Board discussed the potential special meeting. They agreed to schedule a special meeting in April, if needed.

**9. Next CMA GSA Board Regular Meeting, Monday, May 20, 2024, 10 AM, Buellton City Council Chambers**

Director Lahr announced the next regular meeting of the CMA GSA Board of Directors will be held on Monday, May 20, 2024, 10 AM at the Buellton City Council Chambers.

**10. Discuss a proposed Basin-wide GSAs meeting at Buellton City Council Chambers**

The Board discussed availability to participate in a basin-wide joint GSAs meeting. They decided a Friday morning meeting would be best for the CMA GSA Board of Directors.

**11. CMA GSA Board member reports and requests for future agenda items**

Director Sanchez asked if the CMA could offer any benefits to volunteers of sites for monitoring wells or drilling a new well to be used as a monitoring well.

**12. Adjournment**

Chair Larry Lahr adjourned the meeting at 10:28 a.m.

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Larry Lahr, Chair

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Amber Thompson, Secretary

**CMA GSA**  
**Balance Sheet**  
As of March 31, 2024

	<u>Mar 31, 24</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1150 · Five Star Bank Checking #5943	28,457.96
Total Checking/Savings	<u>28,457.96</u>
Total Current Assets	<u>28,457.96</u>
<b>TOTAL ASSETS</b>	<u><u>28,457.96</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2501 · Loan from SYRWCd	25,000.00
Total Other Current Liabilities	<u>25,000.00</u>
Total Current Liabilities	<u>25,000.00</u>
Total Liabilities	25,000.00
Equity	
3000 · Ret Earnings	32,373.47
32000 · Retained Earnings	-792.43
Net Income	<u>-28,123.08</u>
Total Equity	<u>3,457.96</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>28,457.96</u></u>

## CMA GSA Profit & Loss YTD Comparison January through March 2024

	Jan - Mar 24	Jul '23 - Mar 24
<b>Income</b>		
4600 · Interest Income	6.48	21.67
<b>Total Income</b>	6.48	21.67
<b>Gross Profit</b>	6.48	21.67
 <b>Expense</b>		
5330 · Outside Staff Support	300.00	900.00
5350 · Public Relations	54.82	126.82
5360 · Insurance	1,728.00	1,728.00
5800 · Legal Services	2,788.64	2,788.64
6400 · Annual Report	15,273.00	15,427.44
6500 · GSP Implementation	3,557.35	7,173.85
<b>Total Expense</b>	23,701.81	28,144.75
 <b>Net Income</b>	 <b>-23,695.33</b>	 <b>-28,123.08</b>

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

**JANUARY 2024 WARRANT LIST FOR COMMITTEE APPROVAL**

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1025	01/10/24	Stetson Engineers	November 2023 Engineering Service (GSP Implementation Support)	\$ 1,315.30
<b>MONTH TOTAL</b>				<b>\$ 1,315.30</b>

**FEBRUARY 2024 WARRANT LIST FOR COMMITTEE APPROVAL**

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1026	02/12/24	Inklings Printing Co.	SGM Implementation Grant Ceremony check (split 1/3 ea GSA)	\$ 54.82
<b>MONTH TOTAL</b>				<b>\$ 54.82</b>

**MARCH 2024 WARRANT LIST FOR COMMITTEE APPROVAL**

<u>NUMBER</u>	<u>DATE</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1027	03/12/24	Golden State Risk Management Authority	General Liability Insurance FY 2023-24 (Prorated 2/26/2024-7/1/2024)	\$ 1,728.00
1028	03/12/24	Santa Ynez River Water Conservation District	Reimburse costs for Legal Services due to JPA formation provided by Young Wooldridge, paid by SYRWCD on behalf of CMA GSA. (March 2024)	\$ 2,788.64
1029	03/12/24	Valley Bookkeeping	2024 1st Quarter Bookkeeping (January, February, March 2024)	\$ 300.00
1030	03/12/24	Stetson Engineers	December 2023 and January 2024 Engineering Service (WY2023 Annual Report & GSP Implementation Work)	\$ 17,515.05
<b>MONTH TOTAL</b>				<b>\$ 22,331.69</b>

**TOTAL CHECKS THIS QUARTER: \$ 23,701.81**

**DRAFT**

**SANTA YNEZ RIVER VALLEY BASIN CENTRAL MANAGEMENT AREA  
GROUNDWATER SUSTAINABILITY AGENCY MEMBER  
VOLUNTARY CONTRIBUTION AND REIMBURSEMENT AGREEMENT**

This Member Voluntary Contribution and Reimbursement Agreement ("Agreement") is entered into on \_\_\_\_\_, 2024, by and among the Santa Ynez River Valley Basin Central Management Area Groundwater Sustainability Agency ("GSA") and the following member entities of the GSA ("Members"), each a "Party" and collectively referred to as the "Parties":

1. Santa Ynez River Water Conservation District; and
2. City of Buellton.

**RECITALS:**

WHEREAS, the Parties collectively have a shared interest in the GSA having sufficient funding to carry out its functions, including certain Project components described in the SGMA Grant Agreement attached as Exhibit A to this Agreement, which are in furtherance of the GSA's GSP and will help with compliance with the requirements of the Sustainable Groundwater Management Act in the Groundwater Basin; and

WHEREAS, the GSA is in need of voluntary contributions (subject to reimbursement) from Members in order that the GSA can pay for its costs and expenses, including, but not limited to, administrative and management costs and the costs of carrying out and completing components of said Grant Agreement, (collectively the "Costs"), which Grant Costs are anticipated to be reimbursed to the GSA, in whole or part, from grant funds paid to the Grantee by State of California pursuant to the Grant Agreement after completion of the various Project components in accordance with the Grant Agreement; and

WHEREAS, GSA Costs not reimbursed by grant funds are anticipated to be reimbursed, in whole or part, from other sources of future revenue available to the GSA, including, but not necessarily limited to, revenue generated from a future SGMA fee or charge imposed on lands and/or groundwater extractions within the GSA; and

WHEREAS, the Members are parties to the GSA's Joint Exercise of Powers Agreement ("JPA"), dated November 28, 2023; and

WHEREAS, regarding GSA Funding and Contributions, Section 14.2(c) of the JPA states, in pertinent part, that "The Board of Directors ... may accept Voluntary Contributions from Members ... that are to be reimbursed by the GSA. The Board of Directors will execute a contract with any party making a Voluntary Contribution and such contract will contain the terms under which the CMA GSA accepts the Voluntary Contribution."; and

WHEREAS, the GSA is currently in need of voluntary contributions (subject to reimbursement) from the Members in order to fund said Costs, and it is in the best interests of the



Parties that the GSA seek voluntary contributions from the Members for such Costs in lieu of obtaining a third party loan or some other funding source.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to the making, acceptance, and repayment of Voluntary Contributions on the following terms:

#### **AGREEMENT TERMS:**

**1. Member Contributions:** Each of the Members agree to collectively provide contributions to the GSA to fund the GSA's Costs, with each of the Members contributing 50% of the total Cost. The Members shall have no obligation to contribute more than their proportionate share of the Costs, absent a prior written amendment to this Agreement to that effect.

**2. Payment to the GSA:** The GSA shall invoice the Members as needed for their respective proportionate share of Costs. Upon receiving an invoice, the Members agree to provide payment within 45 days.

**3. Accounting:** The GSA shall maintain accurate accounting records and other documentation pertaining to all invoices and payments pursuant the JPA, this Agreement and the Grant Agreement, as applicable. Supporting documentation will be provided with invoices for Member's review.

**4. Member Reimbursement.** No later than 45 days after the GSA's receipt of Grant Agreement or other reimbursement funds for eligible Costs advanced by Members, or as such other time as determined by unanimous consent of the voting members of the GSA's Board of Directors, the GSA shall reimburse the Members for their proportionate share of contributions made to fund GSA Costs including costs for applicable Grant Agreement Project Components. In the event funds reimbursed to the GSA pursuant to the Grant Agreement are insufficient to fully repay the Members for their contributions made pursuant to this Agreement, then the Members shall be entitled to reimbursement for their proportionate share of non-reimbursed contributions from other contributions, funding, or other revenues received by the GSA.

**5. Amendments:** This Agreement may only be amended in writing and mutually agreed to by all Parties hereto.

**6. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**8. Execution in Parts or Counterparts:** This Agreement shall be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Electronic signatures shall be binding.

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**EXECUTION:**

IN WITNESS WHEREOF, the Parties hereto have executed this Cost Sharing Agreement as of the date written above:

[Signatures follow on next page]

Date: \_\_\_\_\_

\_\_\_\_\_  
On behalf of the GSA

Date: \_\_\_\_\_

\_\_\_\_\_  
On behalf of City of Buellton

Date: \_\_\_\_\_

\_\_\_\_\_  
On behalf of Santa Ynez River  
Water Conservation District

DRAFT

EXHIBIT A  
[GRANT AGREEMENT]

DRAFT

**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT  
AND  
THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
\_\_\_\_\_ MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY**

This Agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **SANTA YNEZ RIVER WATER CONSERVATION DISTRICT**, formed and existing pursuant to the Water Conservation District Law of 1931, Water Code § 74000, et seq., hereinafter referred to as “SYRWCD,” and the **Santa Ynez River Valley Groundwater Basin \_\_\_\_\_ Management Area Groundwater Sustainability Agency**, a California groundwater sustainability agency formed and existing pursuant to SGMA, Water Code § 10720, et seq., and the Joint Exercise of Powers Act, Government Code § 6500, et seq., hereinafter referred to as "the GSA."

RECITALS

WHEREAS, SYRWCD and the GSA, as separate legal entities, carry on various activities throughout the year in accordance with the laws, policies, procedures, and organizational documents governing each.

WHEREAS, in lieu of hiring its own employees, the GSA desires to retain the services of SYRWCD for the purpose of having SYRWCD’s staff manage and administer the day-to-day operations of the GSA as provided in this Agreement.

WHEREAS, SYRWCD is willing to provide the requested services as an accommodation to the GSA, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement for Services. The GSA hereby contracts with SYRWCD for the purpose of providing management and administrative services for the GSA, and SYRWCD hereby agrees to provide such services pursuant to the terms and conditions contained herein (“Services”). Subject to the direction of the GSA’s Board of Directors and discretion of SYRWCD including availability and capacity of its staff to perform services for the GSA, the Services may include, but are not necessarily limited to: acting as plan manager; arranging for and coordination of board and other meetings; preparation of meeting agendas, minutes, and other materials; filing of documents; assisting with public notices and information; coordinating stakeholder outreach including maintaining GSA website, monitoring GSA email; opening accounts and taking other administrative actions on behalf of the GSA; receiving and reviewing invoices, and coordinating with the GSA’s bookkeeper hired to pay invoices, prepare and keep the GSA’s financial statements, accounts and records; coordination with the GSA’s accounting firm hired to prepare financial audits; administering grants on behalf of the GSA; and coordination with the GSA’s contractors hired to comply with SGMA, including in connection preparation of plans, reports, and implementation of management actions required to comply with SGMA. For avoidance of any doubt, such Services shall not include the hiring of or impose any obligation upon SYRWCD to hire or retain any particular employees, consultants or contractors, and the GSA shall be solely responsible for hiring any consultants or contractors, including but not limited to SGMA consultants, bookkeepers and auditors, that may be necessary or desirable to carry out the GSA’s activities or operations.

2. Fees and Expenses. In consideration for the Services provided by SYRWCD pursuant to this Agreement, the GSA shall pay SYRWCD an hourly fee on a time and materials basis at the applicable labor rate

as specified in Exhibit A attached hereto and incorporated herein by this reference and reimburse SYRWCD for any expenses SYRWCD incurs in connection with providing such services to the GSA. SYRWCD will prepare and maintain records of actual time spent providing Services to the GSA, as well as actual expenses incurred on its behalf of the GSA, and the GSA shall pay SYRWCD such amounts within forty (45) days of receipt of an invoice from SYRWCD. Amounts not paid within 90 days of the receipt of an invoice shall bear interest at a rate of 10 percent per annum. The parties may negotiate and agree to a different rate at any time if both parties agree, and any such change shall be in writing and attached to this Agreement as an amendment.

3. Term. The term of this Agreement shall commence on \_\_\_\_\_, 2024, and shall continue indefinitely until termination by either party pursuant to paragraph 4 below.

4. Termination. This Agreement may be terminated by either party at any time, with or without cause, by providing the other party with **one-hundred and eighty (180)** days prior written notice of termination. The parties shall continue to perform their obligations under this Agreement during the 180-day notice period unless mutually agreed otherwise.

5. Indemnification. To the fullest extent permitted by law, the GSA shall indemnify, defend and hold harmless SYRWCD and each officer, director, employee, member, representative, consultant, contractor, and agent of SYRWCD (each a "Covered Person") from and against all claims, causes of action, suits, proceedings, obligations, liabilities, damages, losses, penalties, and costs and expenses of any nature whatsoever, including legal fees and other expenses reasonably incurred, arising out of the provision of Services by SYRWCD for the GSA in accordance with this Agreement or any action taken or omitted by any such Covered Person by or on behalf of SYRWCD in connection with the provision of services for the GSA in accordance with this Agreement, or arising out of any action taken or omitted by the GSA or any of its officers, directors, employees, representatives, consultants, contractors, or agents. This paragraph shall survive termination of this Agreement.

6. Insurance Coverage. Prior to SYRWCD providing any Services to the GSA under this Agreement, the GSA, and the GSA's contractors and consultants (before performing work for the GSA), shall obtain and thereafter maintain in full force and effect at all times while this Agreement is in effect, at the GSA's sole expense, **all insurance required by law including the following insurances coverages:** general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and vehicle liability coverage, including non-owned automobile coverage, with limits of not less than \$1,000,000. SYRWCD and all other Covered Persons, including SYRWCD's officers, directors, employees, representatives, consultants, contractors, and agents, shall be named as additional insureds under such policies of insurance, and the GSA shall provide SYRWCD with proof that the GSA has obtained such coverages and endorsements before SYRWCD provides any Services to the GSA under this Agreement. Said insurance policies shall also provide coverage for the GSA's contractual liability for indemnification obligations set forth in paragraph 5 above. In addition, SYRWCD shall obtain and maintain in full force and effect at all times while this Agreement is in effect, at SYRWCD's sole expense, all insurance required by law including the following insurance coverages (whether or not required by law): worker's compensation insurance at such amounts required by law; general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and vehicle liability coverage, including non-owned automobile coverage, with limits of not less than \$1,000,000.

7. Intellectual Property. All intellectual property owned by each party prior to the effective date of this Agreement shall remain the property of that party. Intellectual property developed by SYRWCD or others for the GSA during the term of this Agreement, and paid for by the GSA, shall be and remain the exclusive property of the GSA.

8. No Partnership/Liability. The parties hereto acknowledge and agree that the relationship between SYRWCD and the GSA is as described herein and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that SYRWCD is not a partner with

the GSA, whether general or limited, and no activities of the GSA or SYRWCD or statements made by the GSA or SYRWCD shall be interpreted by anyone as establishing any type of relationship other than that of principal and independent contractor.

9. Notices. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by email, or if mailed, at the time deposited in the United States mail or with an express mail service (Federal Express, UPS, or the like), postage prepaid and addressed as follows:

THE GSA

SYRWCD

Address: \_\_\_\_\_

P.O. Box 719  
Santa Ynez, CA 93460

Email: \_\_\_\_\_

Email: bbelow@syrwcd.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

10. Amendments. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

11. Assignment. This Agreement may not be assigned or transferred by either party to any third party without the prior written consent of the other party.

12. Attorneys' Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Santa Barbara, State of California, for any proceeding arising hereunder.

13. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to their rights and obligations hereunder. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party, which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

14. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

15. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Consultation with an Attorney. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to its own counsel for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

18. Authority to Execute Agreement. Each Party declares that he/she has read this Agreement and

understands and knows the contents thereof, and represents and warrants that each of the Parties executing this Agreement is empowered to do so and hereby binds the respective Party, and all of its successors, assigns, principles, agents, employees, consultants, representatives, attorneys, bonding companies and insurers to the terms hereunder.

19. Counterparts. This Agreement may be executed in counterparts, and all so executed counterparts shall constitute an agreement binding on the Parties hereto. The Parties further agree that a facsimile and/or scanned copy of the executed counterparts shall have the same force and effect as an original.

20. No Other Promise or Warranty. No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.

21. Not Binding on Any Third Party. This Agreement is not for the benefit of any person or party who is not a signatory hereto or specifically named or referred to herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year set forth above.

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
William J. Buelow, General Manager

DATE: \_\_\_\_\_ THE GSA  
By: \_\_\_\_\_  
Signature of authorized representative  
(Chair of \_\_\_\_\_ GSA)  
*Type or print name of authorized signatory*

EXHIBIT A

[Rates]

**FY 24 and FY 25 SYRWCD Rate Schedule**

<b>Position</b>	<b>FY2024</b>	<b>FY2025</b>
General Manager	\$123.00	\$136.00
District Administrator	\$79.00	\$108.00
Groundwater Administrator	\$52.00	\$55.00
Water Resource Analyst	\$74.00	\$77.00
SGM Administrator		\$87.00

DRAFT



**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and among \_\_\_\_\_ (“Client”), and Raftelis Financial Consultants, Inc., a North Carolina corporation (“Consultant”).

**2. RECITALS**

- 2.1 Consultant represents that it is fully qualified to perform the professional services described in the Scope of Work by virtue of its experience and the training, education, and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility to perform such services in accordance with this Agreement.
- 2.2 Consultant represents that it has no known relationships with third parties, members of Client’s governing board, or employees of Client which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code section 1090, the Political Reform Act (Government Code sections 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, Client and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Work”: Such professional services as are set forth in Consultant’s proposal attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Maximum Amount”: The highest total compensation and costs payable to Consultant by Client under this Agreement. The Maximum Amount under this Agreement is \$ \_\_\_\_\_ or as otherwise provided in the Scope of Work.
- 3.4 “Commencement Date”: \_\_\_\_\_, 2024.
- 3.5 “Project Administrator”: The individual that shall manage Consultant’s performance of this Agreement on Consultant’s behalf. No change shall be made in Consultant’s project administrator without Client’s prior written consent.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall continue until terminated in accordance with Section 13 (“Termination”) below.

5. **CONSULTANT’S DUTIES**

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Work. Client shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Coordination with Client and Legal Counsel.** In performing services under this Agreement, Consultant shall coordinate all contact with Client and its legal counsel, if requested by Client.
- 5.3 **Budgetary Notification.** Consultant shall notify Client, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform Client of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4 **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession prevailing at the time and place the work is performed. Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code section 1090, and the Political Reform Act (Government Code sections 81000 et seq.).
- 5.5 **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, Client may consent in writing to Consultant’s performance of such work.
- 5.6 **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Project Administrator shall have direct responsibility for management of Consultant’s performance under this Agreement.
- 5.7 **Substitution of Personnel.** Any persons named in the proposal or Scope of Work constitutes a promise to the Client that those persons will perform and coordinate

their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Client. If Client and Consultant cannot agree as to the substitution of key personnel, Client may terminate this Agreement for cause.

- 5.8 **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.9 **Notification of Organizational Changes.** Consultant shall notify the Client, in writing, of any change in name, ownership, or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.10 **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Client under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Client. In addition, pursuant to Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Client or as part of any audit of Client, for a period of three (3) years after final payment under this Agreement.
- 5.11 **Non-Disclosure.** All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement shall not be disclosed by Consultant without prior written consent by Client. Client shall grant such consent if disclosure is legally required. Upon request, all data of Client or of Client's legal counsel shall be returned to same, as the case may be, upon the termination or expiration of this Agreement.

## 6. **SUBCONTRACTING**

- 6.1 **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2 **Consultant Responsible.** Consultant shall be responsible to Client for all services to be performed under this Agreement.

- 6.3 **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by Client in writing as an amendment to this Agreement.
- 6.4 **Compensation for Subcontractors.** Client shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Client shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1 **General.** Client agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Client in advance.
- 7.2 **Invoices.** Consultant shall submit to Client an invoice, on a monthly basis or as otherwise agreed to by the Client, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 **Payment by Client.** Client will pay undisputed amounts invoiced within 45 days of its receipt of the invoice.
- 7.4 **Taxes.** Client shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.5 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Work unless prior written approval is given by the Client through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the Client.
- 7.6 **Client Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Client is satisfied that the services are satisfactory.
- 7.7 **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 10, Client shall have the right to withhold payments under this Agreement to offset that amount.

## 8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents, or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of Client without restriction or limitation upon its use or dissemination by Client except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 9. RELATIONSHIP OF PARTIES

9.1 **General.** Consultant is, and shall at all times remain as to Client, a wholly independent contractor.

9.2 **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Client or otherwise to act on behalf of Client as an agent. Neither Client, nor any of its agents, shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Client.

9.3 **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to Client as an employer. Consultant shall not be entitled to any benefits. Client makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

9.4 **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Client, Consultant shall indemnify, defend, and hold harmless Client for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Client.

## 10. INDEMNIFICATION

10.1 **Definitions.** For purposes of this section, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance

of this Agreement. “Client” shall include Client, its officers, agents, employees and volunteers.

- 10.2 **Consultant to Indemnify Client.** To the full extent permitted by law, Consultant shall indemnify, hold harmless, and defend Client, and its respective officers, agents, employees, and volunteers from and against any and all claims and losses, costs, or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by the intentional, reckless, or negligent acts, errors, or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement except the negligence of Client and its agents, officers, and employees.
- 10.3 **Material Term.** Consultant acknowledges that Client would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect Client as set forth herein. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to Client.
- 10.4 **Subcontractor to Indemnify Client.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement.
- 10.5 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential, or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify Client for such loss or damage as is caused by the sole active negligence or willful misconduct of the Client.
- 10.6 **Attorneys Fees.** Consultant shall not be entitled to any refund of attorneys’ fees, defense costs, or expenses in the event that it is adjudicated to have been non-negligent.
- 10.7 **Waiver of Statutory Immunity.** The obligations of Consultant under this section are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Client.
- 10.8 **Insurance.** Consultant’s liability under this Section 10, (Indemnification) shall not exceed the insurance coverage required under Section 11. Insurance.
- 10.9 **Consultant Cooperation in Defense of Claims.** In the event any claim or action is brought relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that Client may require.

**11. INSURANCE**

- 11.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and Client and its officers, directors, employees and agents shall be named as addition insureds on all insurance policies required by this Agreement, and Consultant shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the Client shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2 **Documentation of Insurance.** Consultant shall file with Client complete, certified copies of all required insurance policies, including endorsements affecting the coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.
- 11.3 **Comprehensive General Liability.** Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, comprehensive general liability and property damage insurance covering Consultant’s performance under this Agreement in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage.
- 11.4 **Workers’ Compensation.** Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, workers’ compensation insurance covering its employees in Consultant’s performance under this Agreement.
- 11.5 **Professional Liability.** Consultant shall procure and/or maintain in full force and effect during the performance of any Services or Additional Services pursuant to this Agreement, professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) coverage.
- 11.6 **Duty to Defend and Indemnify.** Consultant’s duties to defend and indemnify Client under this Agreement shall survive the expiration of this Agreement as well as expiration or early termination of this Agreement.

**12. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, or overnight courier service during Client’s and Consultant’s regular business hours; (ii) on the second business day following deposit in the United States mail if delivered by mail, postage prepaid, or (iii) the day of delivery if delivered by email, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to Client:**

If to Consultant:

Sudhir Pardiwala, Project Administrator  
Raftelis Financial Consultants, Inc.

**13. TERMINATION**

- 13.1 **Client Termination.** Client shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant.
- 13.2 **Consultant Termination.** Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to Client.
- 13.3 **Cessation of Work.** Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. Consultant shall upon payment of all sums due to Consultant, return to Client and its legal counsel all Client's or legal counsel's data, documents, objects, materials, or other tangible things upon the termination or expiration of this Agreement.
- 13.4 **Compensation Following Termination.** If Client terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**14. GENERAL PROVISIONS**

- 14.1 **Governing Law and Venue.** This Agreement is entered into and performed in the State of California and is to be interpreted pursuant to the law of the State of California. Venue in any action arising out of this Agreement shall be in the Superior Court of California for the County of Santa Barbara. For litigation subject to United States District Court jurisdiction, venue shall be in the district court that is geographically closest to Santa Barbara, California.
- 14.2 **Entire Agreement.** The Parties agree that this Agreement contains the entire understanding concerning the subject matter among the Parties and supersedes and replaces all prior negotiations of proposed agreements, written or oral, if any. This Agreement shall not be amended or modified except in writing, executed and agreed to by all the Parties to this Agreement.
- 14.3 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement.
- 14.4 **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.



- 14.5 **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 14.6 **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 14.7 **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 14.8 **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**CLIENT**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

Name: Sudhir Pardiwala  
Title: Executive Vice President

Date: \_\_\_\_\_

Date: May 3, 2024

## **Exhibit A: Scope of Work**

Consultant will perform a rate study to support Client's adoption of rates, including groundwater extraction fee and any other appropriate fee or charge, as directed by Client. Services to be undertaken by Consultant and associated fees for such services are further described in the attached **Proposal to Conduct Rate Study**.

Consultant is not an attorney or law firm and does not provide legal services. It doesn't in any manner whatsoever guarantee or insure any results or success in the representation. Consultant will rely on the data and information it is provided. The accuracy and sufficiency of the data and information provided by Client will be the sole responsibility of Client.

## **Exhibit B: Fee Schedule**

May 3, 2024

Mr. Bill Buelow  
Plan Manager for CMA  
3669 Sagunto St. Suite 101  
PO Box 719  
Santa Ynez, CA 93460

**Subject: Proposal to Conduct Groundwater Rate Study for CMA GSA**

Dear. Mr. Buelow:

We have received your RFP to conduct groundwater rate studies for the Groundwater Sustainability Agency (GSAs). As per our discussions, Raftelis Financial Consultants (Raftelis) is proposing to conduct this study and will conduct the tasks listed in the RFP. This letter formalizes our discussion regarding the fees and schedule to perform these studies.

### Schedule

The RFP has identified project completion in six months. Given the policy issues that will need to be reviewed and adopted by the GSAs and the number of meetings needed to get these resolved along with the data requirements needed to complete the rate studies we recommend a nine-month schedule from notice to proceed.

### Fees

Raftelis will provide the services described on a time and materials basis. We recommend a budget of \$57,095 per study. You can be confident that we will use only as much budget as is necessary and if there are economies during the course of the project, we will take advantage of any synergies to minimize costs. Fees include expenses of technology charges of \$10 per labor hour for networks, computers, telephones, etc. The hourly rates of our staff are shown below.

<b>Position</b>	<b>Hourly Rate</b>
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Manager	\$285
Senior Consultant	\$250
Consultant	\$220
Associate Consultant	\$185
Administration	\$100
Technology/Communications Charge**	\$10

We appreciate the opportunity to assist you with this study. This letter may be used to form an agreement by affixing your signature and returning a copy for our files. Please call me at 626 827 8931 if you have any questions.

RAFTELIS FINANCIAL CONSULTANTS, INC. Santa



By: \_\_\_\_\_

Sudhir Pardiwala  
Exec Vice President

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

attach: Scope and Fee

# Scope of Work

## Task 1 – Project Management, Kick-off Meeting, and Data Collection

### Task 1.1 – Ongoing Project Management and Quality Assurance/Quality Control Process

This task includes general administrative duties including client correspondence, billing, project documentation, and administration of the study control plan. Our Project Managers provide competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprise approach and communicate with clients on a regular basis.

Raftelis' quality assurance / quality control (QA/QC) process ensures high quality, accurate work. The QA/QC process begins at the outset of the project when the Raftelis consulting team is assembled. For this engagement we have three layers of review: Project Manager, Project Director, and Technical Reviewer.

### Task 1.2 – Kick-off Meeting and Data Collection

The kick-off meeting is our due diligence to ensure that project stakeholders agree to the project's goals, approach, work plan, schedule and study priorities. A detailed data request list is submitted to the Groundwater Sustainability Agencies (GSAs) to the kick-off meeting so that the appropriate data can be assembled in the required format. Data will include annual reports, budgets, Groundwater Sustainability Plan (GSP) and other relevant data.

**Meetings:** One (1) in-person Kick off meeting with the GSA's Plan Manager

**Deliverables:** Data request list, Kick-off Meeting presentation in Microsoft PowerPoint format

## Task 2 – Policy Workshops and Regulatory Requirements

The proposed policy discussions will be used to identify the different fee structures for evaluation. With direction from the GSA on the most important objectives, Raftelis can develop the appropriate fee structure. Raftelis has assisted numerous agencies in conducting policy and pricing objectives exercises and developing appropriate fee structures. By receiving policy direction early in the study, we garner support of the proposed fee structure(s). Additionally, Raftelis will review and discuss with the GSA and its legal counsel any regulatory requirements of the proposed fee structure related to Proposition 218 and or Proposition 26. Raftelis proposes to hold one meeting with GSA Plan Manager and one separate meeting with Basin stakeholders.

**Meetings:** Two (2) policy discussion meetings with GSA Plan Manager and stakeholders

**Deliverables:** Presentations for discussions in Microsoft PowerPoint format

### Task 3 – Budget Development

Raftelis will develop an operational budget for the GSP implementation for the GSA. The GSA will incur costs relating to implementing their approved GSP. Additionally the GSA will incur costs for the contracted Plan Manager, administrative and legal staff, and consulting costs for professional and technical services, fee collection and customer service, among others. Raftelis will work with the Plan Manager to gather all information necessary to estimate total expenses in drafting the GSA budget, estimate required revenues to recover those costs, and develop the financing plan model in Task 4.

**Meetings:** Two (2) webinars with GSA Plan Manager

**Deliverables:** Presentations for discussion in Microsoft PowerPoint format

### Task 4 – Financing Plan Model

Raftelis will design a financial plan model with the flexibility to evaluate different scenarios- in real time- to achieve different policy objectives and/or enhance financial stability. The Dashboard, which displays key variables and results on-screen, will show the results of each scenario and facilitate discussion for quick consensus building. This has proven to be particularly useful when making presentations, allowing attendees to fully appreciate the impacts of changes instantly.

**Meetings:** Two (2) webinars with GSA the Plan Manager to review the proposed financing plan

**Deliverable(s):** Presentations for webinars if necessary, in Microsoft PowerPoint format

### Task 5 – GSP Fee Design

With input received from the policy workshops, and the development of a budget and financial plan in Tasks 3 and 4, Raftelis will design up to three fee structures for evaluation. If necessary, Raftelis will also develop non-compliance penalties for the GSA’s evaluation. Penalties for water service charges do not fall under Proposition 218. Raftelis will consider specific socio-economic conditions to determine the appropriate deterrent (penalty) for non-compliance. We will also obtain the GSA’s legal counsel’s input on the applicability of Propositions 26 and 218.

**Meetings:** Two (2) webinars with GSA Staff

**Deliverables:** Presentations for webinars if necessary in Microsoft PowerPoint format

### Task 6 – Community Advisory Group Workshop

Raftelis will hold a second workshop with Basin stakeholders to discuss the broader study, the GSA financing plan, and the development of proposed fees. This meeting allows for the community input to the project team and to the GSA Plan Manager for incorporation into the final fee proposal.

**Meetings:** One (1) stakeholder workshop with Basin stakeholders and the GSA Plan Manager.

**Deliverables:** Presentations for workshop in Microsoft PowerPoint format

### Task 7 – Report Development

Raftelis will develop a draft and final report for the GSA financing plan and proposed fees and charges. The draft report will include an executive summary highlighting the major issues and decisions reached during financing and fee development meetings with the Plan Manager and stakeholders. The main body of the report will include a discussion on the GSA financing plan, fee structure selection, study assumptions, and methodologies used to develop the fees. The GSA will provide comments for incorporation into the Final Draft.

**Meetings:** One (1) webinar to discuss comments and edits to the Draft Report

**Deliverables:** Draft & Final Report

### Task 8 – Public Hearing

Raftelis will present the results of the study at a public hearing presenting the results in a PowerPoint format which will be available to the GSA’s Plan Manager before the meeting.

## FEES

Raftelis will perform the study for the GSA on an hourly basis as shown below. The expenses include \$10 for technology charges including network, computers, phones, etc. The total fee for each GSA will be less than \$57,095.

Tasks	Web Meetings	Number of Meetings	Hours						Total Fees & Expenses
			PM	APM	TR	Staff	Admin	Total	
1. Project Management, Kickoff Meeting, and Data Collection	1		4	10	2	4	4	24	\$6,610
2. Policy Workshops and Regulatory Requirements	2		8	10	8	2	0	28	\$9,330
3. Budget Development	2		2	4	2	10	0	18	\$4,960
4. Financing Plan Model	2		4	8	2	16	0	30	\$8,340
5. GSP Fee Design	2		4	16	4	2	0	26	\$8,140
6. Stakeholder Workshop		1	2	4	5	2		13	\$4,295
7. Report Development	2		4	24	4	8	0	40	\$11,880
8. Public Hearing		1	2	3	5		0	10	\$3,540
<b>Total Estimated Meetings / Hours</b>	<b>11</b>	<b>2</b>	<b>30</b>	<b>79</b>	<b>32</b>	<b>44</b>	<b>4</b>	<b>189</b>	
<b>Hourly Billing Rate</b>			<b>\$400</b>	<b>\$285</b>	<b>\$320</b>	<b>\$220</b>	<b>\$100</b>		
<b>Total Professional Fees</b>			<b>\$12,000</b>	<b>\$22,515</b>	<b>\$10,240</b>	<b>\$9,680</b>	<b>\$400</b>	<b>\$54,835</b>	

PM - Sudhir Pardiwala  
 APM - Asst Project Manager, Theresa Jurotich  
 TR - Kevin Kostiuik  
 Financial Staff -  
 Admin - Administrative Staff

<b>Total Fees</b>	<b>\$54,835</b>
<b>Total Expenses</b>	<b>\$2,260</b>
<b>Total Fees &amp; Expenses</b>	<b>\$57,095</b>



**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN CENTRAL MANAGEMENT  
AREA GROUNDWATER SUSTAINABILITY AGENCY**

**NOTICE OF INTENTION TO ADOPT  
CONFLICT OF INTEREST CODE**

NOTICE IS HEREBY GIVEN that the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (the “Agency”) intends to adopt a conflict-of-interest code (the “Code”) pursuant to Government Code Section 87300. Pursuant to Government Code Section 87302, the Code designates positions requiring disclosure of certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on **March 1, 2024**, and terminating on **April 14, 2024**. Any interested person may present written comments concerning the proposed Code no later than **April 14, 2024**, to the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, Attention: William Buelow, **P.O. Box 719, Santa Ynez, CA 93460**. No public hearing on this matter will be held unless an interested person, or his or her representative, requests such a hearing no later than 15 days prior to the close of the written comment period.

The reason for the adoption of this Code is the formation of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency. The Agency has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based. The adoption of the Code will not impose a cost savings to the Agency that is required to be reimbursed under Part 7 (commencing with section 17500) of Division 4 of the Government Code; will not result in any nondiscretionary cost or savings to local agencies; will not result in any cost or savings in federal funding to the state; will not impose a mandate on local agencies or school districts; and will not have any potential cost impact on private persons or businesses, including small businesses. No alternative considered by the Agency would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action.

Copies of the proposed Code and all of the information upon which it is based may be obtained from Amber Thompson, Secretary of the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, at **3669 Sagunto Street, Suite 101, Santa Ynez, CA 93460**. Any inquiries or written comments concerning the proposed Code should be directed to Amber Thompson, Secretary of the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, in person at **3669 Sagunto Street, Suite 101, Santa Ynez, CA 93460**, by mail at **P.O. Box 719, Santa Ynez, CA 93460**, or by telephone at (805) 693-1156.

**DECLARATION OF PLAN MANAGER FOR THE  
SANTA YNEZ RIVER VALLEY GROUNDWATER  
BASIN CENTRAL MANAGEMENT AREA  
GROUNDWATER SUSTAINABILITY AGENCY**

The proposed Conflict-of-Interest Code (the “Code”) specifically enumerates each of the positions within the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (the “Agency”) that involve the making or participation in the making of decisions that may foreseeably have a material financial effect on any financial interest. The Agency has satisfied all the requirements for preliminary approval of the proposed Code.

The purpose of the approval and adoption of this proposed Code is pursuant to the formation of a joint powers agency to serve as the Agency under the Sustainable Groundwater Management Act (“SGMA”).

5/7/2024  
Date

William Buelow  
William Buelow, Plan Manager

*Santa Ynez River Valley  
Groundwater Basin Central  
Management Area Groundwater  
Sustainability Agency*

**RESOLUTION NO. CMA-2024-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN CENTRAL  
MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY  
APPROVING A CONFLICT OF INTEREST CODE**

**WHEREAS**, in accordance with state law, the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (the “CMA GSA”) is required to approve a conflict of interest code; and

**WHEREAS**, in accordance with state law the CMA GSA has prepared the Conflict of Interest Code attached hereto as Exhibit “A” and incorporated herein (the “Code”); and

**WHEREAS**, in accordance with state law the CMA GSA provided a 45-day comment period during which interested parties could comment on the Code before its adoption; and

**WHEREAS**, the 45-day comment period has passed and no interested parties submitted comments to the CMA GSA regarding the Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the CMA GSA as follows:

1. The attached Conflict of Interest Code is formally approved and adopted by the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency.
2. Staff is directed to take such steps as necessary to properly file the attached Conflict of Interest Code with the County of Santa Barbara.
3. Once the Conflict of Interest Code is formally approved by the County, staff is instructed to implement the Code.

[continued on following page]

**WE, THE UNDERSIGNED**, being the duly qualified and acting Chair and Secretary, respectively, of the Board of Directors of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency, do hereby certify that the above and foregoing Resolution No. CMA-2024-02 was duly and regularly adopted and passed by the Board of Directors at a regular meeting duly held on the 20th day of May, 2024, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Larry Lahr, Chair

\_\_\_\_\_  
Amber Thompson, Secretary

DRAFT

**EXHIBIT A**  
**CONFLICT OF INTEREST CODE**

DRAFT

**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
CENTRAL MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY  
CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (Agency)**.

Designated individuals may file their statements online using eDisclosure, which will submit the Form 700 to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Gov. Code Section 81008). The Agency's filing official can provide access to designated individuals.

Designated individuals who file using a paper Form 700 shall file with the Agency. Upon receipt of the Statement filed by a designated individual, the Agency shall retain a copy and forward the original to the County Clerk, Recorder and Assessor.

**PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

The following positions are not covered by the conflict of interest code because they must file statements under Section 87200 and therefore are listed for informational purposes only: Members of the Board of Directors.

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

**APPENDIX  
DESIGNATED POSITIONS AND  
DISCLOSURE CATEGORIES**

<b>I.     <u>Designated Position</u></b>	<b><u>Assigned Disclosure Category</u></b>
Directors	1, 2
Alternate Directors	1, 2
Secretary/Treasurer	1, 2
Plan Manager	1, 2
General Counsel	1, 2
Groundwater Sustainability Agency Staff	1, 2
 Consultants/New Positions	 *

**Note:** The positions of Auditor and General Counsel are filled by outside consultants who serve in a staff capacity.

\*Consultants/New positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Board may determine that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Board’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Section 81008).

**Officials Who Manage Public Investments**

The following positions are not covered by the conflict of interest code because they must file a statement of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for information purposes only:

Members of the Board of Directors

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligation if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.



## II. Disclosure Categories:

### **Category 1**

Designated positions in this category shall disclose income from any source, interests in real property, investments and all business positions in which the designated individual is a director, officer, partner, trustee, employee, or holds any position of management.

### **Category 2**

Designated positions in this category shall disclose investments; business positions in business entities; and income (including gifts, loans, and travel payments), from sources engaged in providing services (e.g. accounting, auditing, engineering and environmental consulting), supplies, materials, machinery, or equipment of the type utilized by the agency.