

NOTICE AND AGENDA

Regular Meeting of the

BOARD OF TRUSTEES

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

will be held at **3:00 P.M., Tuesday, November 17, 2020**

VIDEO/TELECONFERENCE MEETING ONLY - NO PHYSICAL MEETING LOCATION

Public Participation:

Video: <https://zoom.us/j/92900399487>

or

Teleconference Phone Number: 1-669-900-9128

Meeting ID: 929 0039 9487#

Video/Teleconference Meeting During Coronavirus (COVID-19) Emergency:

As a result of the COVID-19 emergency and Governor Newsom's Executive Orders to protect public health by issuing shelter-in-home standards, limiting public gatherings, and requiring social distancing, this meeting will occur solely via video/teleconference as authorized by and in furtherance of Executive Order Nos. N-29-20 and N-33-20.

Important Notice Regarding Public Participation in This Meeting:

For those who wish to provide public comment on an Agenda Item, or who otherwise are making a presentation to the Board of Trustees, please submit any and all comments and materials to the District via electronic mail at general@syrwd.org. All submittals must be received by the District no later than 5:00 p.m. on Monday, November 16, 2020, and should indicate "**November 17, 2020 Board Meeting**" in the subject line. To the extent practicable, public comments and materials received in advance pursuant to this timeframe will be read into the public record during the meeting. Public comments and materials not read into the record will become part of the post-meeting Board packet materials available to the public and posted on the District's website.

For members of the public who may have a particularized need to speak on an Agenda Item during the meeting, please submit an advance request to the District via electronic mail at general@syrwd.org. All requests must be received by the District no later than 5:00 p.m. on Monday, November 16, 2020, and should indicate "**November 17, 2020 Board Meeting**" in the subject line.

In the interest of clear reception and efficient administration of the meeting, all persons participating in this video/teleconference are respectfully requested to mute their voices after dialing-in and at all times unless speaking.

- I. CALL TO ORDER AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. REPORT BY THE SECRETARY TO THE BOARD REGARDING COMPLIANCE WITH THE REQUIREMENTS FOR POSTING OF THE AGENDA**
- IV. ADDITIONS OR CORRECTIONS, IF ANY, TO THE AGENDA**
- V. PUBLIC COMMENT** - Any member of the public may address the Board relating to any non-agenda matter within the District's jurisdiction. The total time for all public participation shall not exceed fifteen (15) minutes and the time allotted for each individual shall not exceed three (3) minutes. The District is not responsible for the content or accuracy of statements made by members of the public. No Action will be taken by the Board on any public comment item.
- VI. CORONAVIRUS (COVID-19) UPDATE**
 - A. General Manager's Report**

VII. CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF OCTOBER 20, 2020

VIII. CONSENT AGENDA - All items listed on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion without separate discussion. Any item placed on the Consent Agenda can be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Trustee.

CA-1. Water Supply and Production Report

CA-2. Central Coast Water Authority Updates

IX. LOS OLIVOS COMMUNITY SERVICES DISTRICT – PRESENTATION

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

A. DISTRICT ADMINISTRATION

1. Financial Report on Administrative Matters

a) Presentation of Monthly Financial Statements – Revenues and Expenses

b) Approval of Accounts Payable

XI. REPORT, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:

A. AMENDMENT TO RULES & REGULATIONS AND CAPITAL FACILITIES CHARGES

1. Draft Resolution No. XXX: A Resolution of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement No. 1 Approving the Automatic Annual Adjustments to the Capital Facilities Charges and Meter Installation Fees Contained in Attachment of Appendix “C” and Appendix “D” of the District’s Rules and Regulations

B. PHASE II LATERAL REPLACEMENT PROJECT – CHANGE ORDER AND NOTICE OF COMPLETION

C. MATTEI’S TAVERN PROJECT UPDATE

D. SUSTAINABLE GROUNDWATER MANAGEMENT ACT

1. Eastern Management Area Update

XII. UPDATE FROM ALTERNATIVE POWER/SOLAR AD HOC SUBCOMMITTEE

XIII. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS, ANNOUNCEMENTS, COMMITTEE REPORTS, OBSERVATIONS AND OTHER MATTERS AND/OR COMMUNICATIONS NOT REQUIRING ACTION

XIV. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS THE ITEMS NOT MARKED WITH AN ASTERISK (*) FOR FILE

XV. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA: Any member of the Board of Trustees may place an item on the meeting agenda for the next regular meeting. Any member of the public may submit a written request to the General Manager of the District to place an item on a future meeting agenda, provided that the General Manager and the Board of Trustees retain sole discretion to determine which items to include on meeting agendas.

XVI. NEXT MEETING OF THE BOARD OF TRUSTEES: The next Regular Meeting of the Board of Trustees is scheduled for December 15, 2020 at 3:00 p.m.

XVII. CLOSED SESSION:

To accommodate the video/teleconferencing format of this meeting, the public participation access will be closed for forty-five (45) minutes while the Board of Trustees convenes into closed session. Upon the conclusion of the 45-minute period, the public participation access will be reopened for the remaining Agenda Items. The Board will hold a closed session to discuss the following item:

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

1. Name of Case: Adjudicatory proceedings pending before the State Water Resources Control Board regarding Permit 15878 issued on Application 22423 to the City of Solvang, Petitions for Change, and Related Protests

Public access to the meeting (Weblink, Dial-In Number, Passcodes above) will be reopened forty-five (45) minutes after the Board of Trustees convenes into closed session.

XVIII. RECONVENE INTO OPEN SESSION

[Sections 54957.1 and 54957.7 of the Government Code]

XIX. ADJOURNMENT

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

CDC Expands Definition of Close Contact

Last week the Center for Disease Control and Prevention (the CDC) expanded the definition of “close contact.” Previously, the CDC defined close contact as spending 15 consecutive minutes within six feet of a person with a confirmed coronavirus case starting 2 days before the illness onset, or for asymptomatic persons, starting 2 days prior to the positive specimen collection. The updated guidance now defines a close contact as spending 15 minutes total with an infected individual over the course of a 24 hour period during the same exposure period (2 days prior to illness onset or positive specimen collection). For instance, if a person has three five minute encounters with someone over the course of 24 hours, then they will be considered to have been in close contact with that person. The CDC’s updated guidance can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/php/contact-tracing/contact-tracing-plan/appendix.html#contact>.

The CDC states that other situations that count as a close contact include:

- You provided care at home to someone who is sick with COVID-19
- You had direct physical contact with the person (hugged or kissed them)
- You shared eating or drinking utensils
- They sneezed, coughed, or somehow got respiratory droplets on you

For employers, determining who was a “close contact” of a person who tests positive for COVID-19 has a number immediate implications per the guidance of the CDC:

- Contact tracing should be conducted for close contacts of a person who tested positive for the virus or was diagnosed as having a probable case of COVID-19.
- Close contacts should be instructed to quarantine at home for 14 days from their last known contact with the worker with COVID-19 and should be tested for COVID 19.
- Those contacts who test positive (symptomatic

or asymptomatic) should be managed as a confirmed COVID-19 case.

- For most persons with COVID-19, isolation and precautions can generally be discontinued 10 days after symptom onset and resolution of fever for at least 24 hours, without the use of fever-reducing medications, and with improvement of other symptoms
- For persons who never develop symptoms, isolation and other precautions can be discontinued 10 days after the date of their first positive test.
- Asymptomatic contacts testing negative should self-quarantine for 14 days from their last exposure (i.e., close encounter with confirmed or probable COVID-19 case).
- If testing is not available, symptomatic close contacts should self-isolate and be managed as a probable COVID-19 case.

The “close contact” definition change was triggered by a report of a 20-year-old Vermont correctional officer who was diagnosed with a COVID-19 infection in August. The guard, who wore a mask and goggles,

had multiple brief encounters with six transferred prisoners whose test results showed they were positive. At times the prisoners wore masks, but there were encounters in cell doorways or in a recreational room where prisoners did not have them on, the report said.

An investigation that reviewed video footage concluded the guard's interactions with the prisoners who tested positive totaled 17 minutes during an 8-hour shift. The CDC's report on the Vermont guard can be found here: https://www.cdc.gov/mmwr/volumes/69/wr/mm6943e1.htm?s_cid=mm6943e1_w

This change likely will have the greatest impact on schools and workplaces where people try to stay apart but may visit communal areas (bathroom, watercooler, etc.) several times a day, and will likely result in many more close contacts being identified.

Stradling Has Resources To Help You Stay Compliant

Please do not hesitate to reach out to us for assistance in dealing with the effects of the COVID-19 pandemic on your company.

Labor and Employment Practice Group

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Coronavirus Disease 2019 (COVID-19)

MENU >

Appendices

Updated Oct. 21, 2020

Print

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Summary of Changes

Revisions made on October 21, 2020

- Updated language for the close contact definition.

Appendix A – Glossary of Key Terms

Term	Definition
Case Investigation & Contact Tracing	Fundamental activities that involve working with a patient who has been diagnosed with an infectious disease to identify and provide support to people (contacts) who may have been infected through exposure to the patient. This process prevents further transmission of disease by separating people who have (or may have) an infectious disease from people who do not.

Close Contact

Someone who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period* starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated.

** Individual exposures added together over a 24-hour period (e.g., three 5-minute exposures for a total of 15 minutes). Data are limited, making it difficult to precisely define "close contact;" however, 15 cumulative minutes of exposure at a distance of 6 feet or less can be used as an operational definition for contact investigation. Factors to consider when defining close contact include proximity (closer distance likely increases exposure risk), the duration of exposure (longer exposure time likely increases exposure risk), whether the infected individual has symptoms (the period around onset of symptoms is associated with the highest levels of viral shedding), if the infected person was likely to generate respiratory aerosols (e.g., was coughing, singing, shouting), and other environmental factors (crowding, adequacy of ventilation, whether exposure was indoors or outdoors). Because the general public has not received training on proper selection and use of respiratory PPE, such as an N95, the determination of close contact should generally be made irrespective of whether the contact was wearing respiratory PPE. At this time, differential determination of close contact for those using fabric face coverings is not recommended.*

Confirmed COVID-19 Case

Report of person with COVID-19 and meeting confirmatory laboratory evidence.

Contact Elicitation Window

The timeframe when the case was likely infectious and not under isolation. This is the time period for which possible contacts should be elicited.

Critical Infrastructure Worker

Workers in 16 different sectors ■ including Chemical, Commercial Facilities, Communications, Critical Manufacturing, Dams, Defense Industrial Base, Emergency Services, Energy, Financial Services, Food and Agriculture, Government Facilities, Healthcare and Public Health, Information Technology, Nuclear Reactors, Materials, and Waste, Transportation Systems, and Water and Wastewater Systems. These workers include: (a) federal, state and local law enforcement; (b) 911 call center employees; (c) fusion center employees; (d) public and private hazardous material responders; (e) janitorial and custodial staff; (f) workers and contractors in the food and agriculture, critical manufacturing, informational technology, transportation, energy, and government facilities industries. Interim Guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19 ■ .

Exposure

Having come into contact with a cause of, or possessing a characteristic that is a determinant of, a particular health problem. Principles of Epidemiology in Public Health Practice.

First-responder

Law enforcement, fire services, emergency medical services, and emergency management officials. EMS Guidance.

Healthcare personnel	All paid and unpaid people serving in healthcare settings who have the potential for direct or indirect exposure to patients or infectious materials, including body substances; contaminated medical supplies, devices, and equipment; contaminated environmental surfaces; or contaminated air. Potential Exposure at Work.
Incubation period	Period of time between exposure to an infection and onset of symptoms
Isolation	The separation of a person or group of people known or reasonably believed to be infected with a communicable disease and potentially infectious from those who are not infected to prevent spread of the communicable disease. Isolation for public health purposes may be voluntary or compelled by federal, state, or local public health order.
Multigenerational Household	Households that consist of more than two generations living under the same roof [1] . Many researchers also include households with a grandparent and at least one other generation.
Probable COVID-19 Case	Report of person meeting clinical AND epidemiologic evidence of COVID-19 but without confirmatory laboratory evidence. More about Probable COVID-19 Case [2] [3] .
Quarantine	The separation of a person or group of people reasonably believed to have been exposed to a communicable disease but not yet symptomatic from others who have not been so exposed to prevent the possible spread of the communicable disease. Quarantine may be voluntary or compelled by federal, state, or local public health order.

Appendix B - Tips for Locating COVID-19 Cases and Contacts

When the locating information provided for a patient or close contact is insufficient, case investigation and contact tracing may come to an abrupt halt. The following list includes additional resources that may be used to obtain missing locating information and keep the investigation moving forward.

- State DMV records
- Online people search engines (may incur additional costs)
- Health department records
- Social media/mobile apps
- Following up with the index case to ask for additional locating information on a contact
- Jail and other correctional facility records
- Property tax records
- Frequent shopper cards
- Women Infants and Children Program, Food Stamps and other social services records
- Online white pages
- Google maps

Coronavirus Disease 2019 (COVID-19)

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How COVID-19 Spreads

Updated Oct. 28, 2020

[Print](#)

COVID-19 is thought to spread mainly through close contact from person to person, including between people who are physically near each other (within about 6 feet). People who are infected but do not show symptoms can also spread the virus to others. Cases of reinfection with COVID-19 have been reported but are rare. We are still learning about how the virus spreads and the severity of illness it causes.

COVID-19 spreads very easily from person to person

How easily a virus spreads from person to person can vary. The virus that causes COVID-19 appears to spread more efficiently than influenza but not as efficiently as measles, which is among the most contagious viruses known to affect people.

COVID-19 most commonly spreads during close contact

- People who are physically near (within 6 feet) a person with COVID-19 or have direct contact with that person are at greatest risk of infection.
- When people with COVID-19 cough, sneeze, sing, talk, or breathe they produce **respiratory droplets**. These droplets can range in size from larger droplets (some of which are visible) to smaller droplets. Small droplets can also form particles when they dry very quickly in the airstream.
- Infections occur mainly through exposure to respiratory droplets when a person is in close contact with someone who has COVID-19.
- Respiratory droplets cause infection when they are inhaled or deposited on mucous membranes, such as those that line the inside of the nose and mouth.
- As the respiratory droplets travel further from the person with COVID-19, the concentration of these droplets decreases. Larger droplets fall out of the air due to gravity. Smaller droplets and particles spread apart in the air.
- With passing time, the amount of infectious virus in respiratory droplets also decreases.

COVID-19 can sometimes be spread by airborne transmission

- Some infections can be spread by exposure to virus in small droplets and particles that can linger in the air for minutes to hours. These viruses may be able to infect people who are further than 6 feet away from the person who is infected or after that person has left the space.
- This kind of spread is referred to as **airborne transmission** and is an important way that infections like tuberculosis, measles, and chicken pox are spread.
- There is evidence that under certain conditions, people with COVID-19 seem to have infected others who were more than 6 feet away. These transmissions occurred within enclosed spaces that had inadequate ventilation. Sometimes the infected person was breathing heavily, for example while singing or exercising.
 - Under these circumstances, scientists believe that the amount of infectious smaller droplet and particles produced by the people with COVID-19 became concentrated enough to spread the virus to other people. The people who were infected were in the same space during the same time or shortly after the person with COVID-19 had left.
- Available data indicate that it is much more common for the virus that causes COVID-19 to spread through close contact with a person who has COVID-19 than through airborne transmission. [1]

COVID-19 spreads less commonly through contact with contaminated surfaces

- Respiratory droplets can also land on surfaces and objects. It is possible that a person could get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes.
- Spread from touching surfaces is not thought to be a common way that COVID-19 spreads

COVID-19 rarely spreads between people and animals

- It appears that the virus that causes COVID-19 can spread **from people to animals** in some situations. CDC is aware of a small number of pets worldwide, including cats and dogs, reported to be infected with the virus that causes COVID-19, mostly after close contact with people with COVID-19. Learn what you should do if you have pets.
- At this time, the risk of COVID-19 spreading **from animals to people** is considered to be low. Learn about COVID-19 and pets and other animals.

Protect yourself and others

The best way to prevent illness is to avoid being exposed to this virus. You can take steps to slow the spread.

- Stay at least 6 feet away from others, whenever possible. This is very important in preventing the spread of COVID-19.
- Cover your mouth and nose with a mask when around others. This helps reduce the risk of spread both by close contact and by airborne transmission.
- Wash your hands often with soap and water. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol.
- Avoid crowded indoor spaces and ensure indoor spaces are properly ventilated by bringing in outdoor air as much as possible. In general, being outdoors and in spaces with good ventilation reduces the risk of exposure to infectious respiratory droplets.
- Stay home and isolate from others when sick.
- Routinely clean and disinfect frequently touched surfaces.

Pandemics can be stressful, especially when you are staying away from others. During this time, it's important to maintain

social connections and care for your mental health.

Learn more about what you can do to protect yourself and others.

¹Pathogens that are spread easily through airborne transmission require the use of special engineering controls to prevent infections. Control practices, including recommendations for patient placement and personal protective equipment for health care personnel in healthcare settings, can be found in Section 2 of Interim Infection Prevention and Control Recommendations for Healthcare Personnel During the COVID-19 Pandemic.

More Information

Scientific Brief: SARS-CoV-2 and Potential Airborne Transmission

ASL Video Series: How does COVID-19 Spread?

Last Updated Oct. 28, 2020

Content source: National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases



PRESS RELEASE
October 28, 2020

JOINT INFORMATION CENTER
(805) 696-1188
eocpiostaff@countyofsb.org

PUBLIC HEALTH REMINDS COMMUNITY TO CELEBRATE HALLOWEEN SAFELY

(SANTA BARBARA, Calif.) – The Santa Barbara County Public Health Department would like to remind the community that Halloween will need to be celebrated differently this year to keep people safe. Take part in this holiday in a manner that reduces the risk of spreading COVID-19. Gatherings of people outside of your household are currently not permitted. Santa Barbara County is in the Red Tier, which means virus transmission remains substantial.

There are many ways to celebrate creatively this year! The [Safer Halloween Guidance](#) provides a variety of ideas for those hoping to enjoy the holiday. Some examples include:

- Watch Halloween movies at home or virtually with others
- Join a Halloween movie night at drive-in theaters
- Attend a virtual costume party or virtual craft projects event
- Decorate your house or apartment inside and out
- Visit a trunk or treating event
- Attend a car costume parade

“Traditional trick-or-treating can be a high-risk activity and alternatives are strongly encouraged this year. We must remain diligent during this holiday season and ensure that we are wearing face coverings, practicing social distancing, and avoiding mixing with people that do not live in our household,” shared Van Do-Reynoso, Director for the Santa Barbara County Public Health Department.

Environmental Health Services will be sending teams out on Halloween night to conduct assessments at restaurants and bars. Violations observed may result in enforcement action. County Rise Ambassadors will be providing information and resources to the public and businesses to ensure compliance with COVID-19 guidance.

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Stay Connected:

County Public Health: www.PublicHealthSBC.org, [Twitter](#) and [Facebook](#)
County of Santa Barbara: www.CountyofSB.org, [Twitter](#), [Facebook](#)
2-1-1 Call Center: Dial 211 or outside the area, call (800) 400-1572
Community Wellness Team Information and Referral Line: (805) 364-2750
Behavioral Wellness Crisis Line: (888) 868-1649

HEALTH OFFICER ORDER NO. 2020-10.4
COUNTY OF SANTA BARBARA

FOR THE CONTROL OF COVID-19
FACE COVERINGS
WITHIN SANTA BARBARA COUNTY

Health Officer Order No. 2020-10.4 Supersedes and Replaces Health Officer Order No.
2020-10.3

Effective Date: October 17, 2020, 5:00pm PDT

(Changes are underlined.)

Please read this Order carefully. Violation of or failure to comply with this Order may constitute a misdemeanor punishable by fine of up to \$1,000, imprisonment, or both. (Health and Safety Code §§ 101029, 120295 et seq.) Violators are also subject to civil enforcement actions including fines or civil penalties per violation per day, injunctive relief, and attorneys' fees and costs.

This Health Officer Order No. 2020-10.4 supersedes and replaces Health Officer Order No. 2020-10.3 that was effective September 18, 2020. Nothing in this Health Officer Order No. 2020-10.4 supersedes State Executive Orders or State Health Officer Orders or guidance provided by the California Department of Public Health available at:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Guidance.aspx#>

Summary: As required by the State Public Health Officer as of June 18, 2020, revised June 29, 2020, this Health Officer Order orders individuals in the County of Santa Barbara continue to wear face coverings when in high-risk situations that may contribute to the spread of COVID-19, unless an exemption applies.

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by a novel coronavirus, COVID-19, and on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic, and on March 12, 2020, the County of Santa Barbara declared a local emergency and a local health emergency in relation COVID-19 in the community; and

WHEREAS, there has been significant community-based transmission in California; and

WHEREAS, in the County of Santa Barbara as well as throughout California and the nation, there are insufficient quantities of critical healthcare infrastructure, including hospital beds, ventilators and workers, capable of adequately treating mass numbers of patients at a single time – should the virus spread unchecked; and

WHEREAS, in direct response to the lack of healthcare infrastructure, governments across the nation are taking actions to slow the spread of COVID-19 in order to “flatten the curve” of infection and reduce the numbers of individuals infected at any one time by minimizing situations where the virus can spread; and

WHEREAS, in furtherance of this effort, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 requiring all persons residing in the State to remain in their homes or places of residence, except as needed to maintain the continuity of operations for critical infrastructure (the "State Stay-at-Home Order"); and

WHEREAS, on May 4, 2020, Governor Newsom issued Executive Order N-60-20 to allow reopening of lower-risk businesses and spaces in stages. On May 7, 2020, the State Public Health Officer ordered that upon certification of a variance application a County could move through the stages of reopening at their own pace. On May 20, 2020, the California Department of Public Health (CDPH) approved the County of Santa Barbara's Variance Attestation; and

WHEREAS, on June 18, 2020, and revised on June 29, 2020, the CDPH mandated people in California to wear face coverings when they are in high-risk situations; and

WHEREAS, on August 28, 2020 the State Public Health Officer ordered an update to the framework for COVID-19 response, which is known as California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe. Governor Newsom introduced this framework as the Blueprint for a Safer Economy, in which counties are assigned into risk-based tiers based on the COVID-19 epidemiological information for each county; and

WHEREAS, as of September 29, 2020, within the State COVID-19 reopening framework, the County of Santa Barbara is classified as Tier Two ("red" or "substantial risk"); this is less restrictive for reopening some activities than Tier One ("purple" or "widespread risk"), that the County of Santa Barbara was in before September 29, 2020the County; and

WHEREAS, the Centers for Disease Control and Prevention and the CDPH find the use of face coverings may reduce asymptomatic transmission of COVID-19 and reinforce physical distancing, and that wearing a face covering combined with physical distancing of at least six feet, and frequent hand washing, will lessen the risk of COVID-19 transmission by limiting the spread of respiratory droplets; and

WHEREAS, the County Health Officer finds (1) a significant portion of individuals with COVID-19 are asymptomatic and can transmit the virus to others; (2) those who may develop symptoms can transmit the virus to others before showing symptoms; (3) scientific evidence shows COVID-19 is easily spread and public activities can result in transmission of the virus; (4) face coverings are necessary because COVID-19 is highly contagious and is spread through respiratory droplets that are produced when an infected person coughs, sneezes, or talks. These droplets may land on other people or be inhaled into their lungs, may land on and attach to surfaces where they remain for days, and may remain viable in the air for up to three hours, even after the infected person is no longer present; (5) when worn properly, face coverings have the potential to slow the spread of the virus by limiting the spread of respiratory droplets; and (6) distinctions made in this Order are to minimize the spread of COVID-19 that could occur through proximity and duration of contact between individuals; and

WHEREAS, the intent of this Order is to temporarily require the use of Face Coverings to slow the spread of COVID-19 in Santa Barbara County to the maximum extent possible. All provisions of this Order should be interpreted to effectuate this intent.

ACCORDINGLY, UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, TITLE 17 CALIFORNIA CODE OF REGULATIONS SECTION 2501, THE HEALTH OFFICER OF THE COUNTY OF SANTA BARBARA ORDERS:

1. This Order 2020-10.4 is effective 5:00 p.m. (PDT) October 17, 2020 and continuing until 5:00 p.m. (PDT), on November 15, 2020 or until it is extended, rescinded, superseded, or amended in writing by the County of Santa Barbara Health Officer ("Health Officer"). This Order applies in the incorporated and unincorporated areas of Santa Barbara County ("County").
2. As used in this Order, a "face covering" means a covering made of a variety of materials such as cloth, fabric, cotton, silk, linen, or other permeable materials, that fully covers the tip of a person's nose and mouth, without holes, including cloth face masks, surgical masks, towels, scarves, and/or bandanas. This Order does not require the public to wear medical-grade masks, including masks rated N95, KN95, and their equivalent or better.

A face covering with a one-way valve (typically a raised plastic cylinder about the size of a quarter on the front or side of the mask) that provides a preferential path of escape for exhaled breath shall not be used as a face covering under this Order because the valve permits respiratory droplets to easily escape which places others at risk.

3. People in the County shall wear face coverings when they are in the following high-risk situations, unless an exemption applies:
 - a. In any indoor public space where other people (except for members of the person's own household or residence) are present when unable to physically distance by six or more feet from those others (regardless of whether or not the space is publicly or privately owned, so long as the public has access by right or invitation, whether express or implied, whether by payment or not).
 - b. Obtaining services from the healthcare sector in settings such as a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee or healthcare provider.
 - c. While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.
 - d. When waiting in line, whether indoors or outdoors.
 - e. Waiting for, or riding, on public transportation or paratransit, or while in a taxi, private car service, or ride-sharing vehicle.
 - f. Driving, or operating, any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
 - g. Engaged in work, whether at the workplace or performing work off-site, when:
 - i. Interacting in-person with any member of the public;
 - ii. Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

- iii. Working in any space where food is prepared or packaged for sale or distribution to others;
 - iv. Working in, or walking through common areas, such as hallways, stairways, elevators, and parking facilities; and
 - v. In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance by six or more feet from those others.
4. The following individuals are exempted from this Order:
- a. Persons younger than two years old.
 - b. Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance. Persons exempted from wearing a face covering due to a medical condition, mental health condition, or disability who are employed in a job involving regular contact with others should, if the condition allows, wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge.
 - c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
 - d. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
 - e. Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
 - f. Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons not seated at or serving their table.
 - g. Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others who are not part of their household or residence.
 - h. Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.
5. If you cannot afford a face covering one will be provided to you free-of-charge at the following locations:
- a. Santa Barbara County Administration building lobby, 105 E Anapamu St, Santa Barbara
 - b. Santa Barbara Health Care Center, 345 Camino del Remedio, Santa Barbara
 - c. Santa Maria Health Care Center, 2115 Centerpointe Parkway, Santa Maria
 - d. Face coverings may also be available by calling 211 to access offers by

community groups at no cost.

- e. The Health Officer requests cities within the County of Santa Barbara provide face coverings free-of-charge to those cannot afford them.

This Order is issued as a result of the worldwide pandemic of COVID-19 which has infected at least 38,935,567 individuals worldwide, in 214 countries and territories, including 9,520 cases, and 117 deaths in the County, and is implicated in over 1,099,447 worldwide deaths.

This Order is issued based on evidence of increasing transmission of COVID-19 both within the County and worldwide, scientific evidence regarding the most effective approach to slow transmission of communicable diseases generally and COVID-19 specifically, as well as best practices as currently known and available to protect the public from the risk of spread of or exposure to COVID-19.

This Order is issued because of the propensity of the virus to spread person to person and also because the virus physically is causing property loss or damage due to its proclivity to attach to surfaces for prolonged periods of time.

This Order is intended to reduce the likelihood of exposure to COVID-19, thereby slowing the spread of COVID-19 in communities worldwide. As the presence of individuals increases, the difficulty and magnitude of tracing individuals who may have been exposed to a case rises exponentially.

This Order is issued in accordance with, and incorporates by reference: the March 4, 2020 Proclamation of a State Emergency issued by Governor Gavin Newsom; the March 12, 2020 Declaration of Local Health Emergency and Proclamation of Emergency based on an imminent and proximate threat to public health from the introduction of novel COVID-19 in the County; the March 17, 2020 Resolution of the Board of Supervisors ratifying the County Declaration of Local Health Emergency and Proclamation of Emergency regarding COVID-19; the guidance issued on March 11, 2020 by the California Department of Public Health regarding large gatherings of 250 people or more; Governor Gavin Newsom's Executive Order N-25-20 of March 12, 2020 preparing the State to commandeer hotels and other places of temporary residence, medical facilities, and other facilities that are suitable as places of temporary residence or medical facilities as necessary for quarantining, isolating or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period; the March 13, 2020 Presidential Declaration of a National Emergency due to the national impacts of COVID-19; the guidance issued on March 15, 2020 by the Centers for Disease Control and Prevention, the California Department of Public Health, and other public health officials through the United States and around the world recommending the cancellation of gatherings involving more than fifty (50) or more persons in a single space at the same time; the March 16, 2020 order of the State Public Health Officer prohibiting all gatherings with expected presence above ten (10) individuals; Governor Newsom's Executive Order N-33-20 of March 19, 2020 ordering all persons to stay at home to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; the March 22, 2020, Presidential Declaration of a Major Disaster in California beginning on January 20, 2020 under Federal Emergency Management Agency (FEMA) Incident DR-4482-CA; and, Governor Newsom's Executive Order N-60-20 of May 4, 2020 to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), and

directing the Public Health Officer to establish criteria and procedures to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer; the June 18, 2020, as revised on June 29, 2020, CDPH guidance requiring people in California to wear face coverings when they are in high-risk situations; the July 13, 2020 State Public Health Officer Order; and the August 28 State Public Health Officer Order regarding California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe (also known as the Blueprint for a Safer Economy).

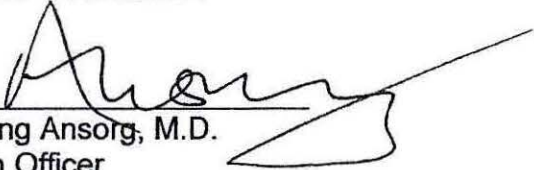
This Order is made in accordance with all applicable State and Federal laws, including but not limited to: Health and Safety Code sections 101040 and 120175; Health and Safety Code sections 101030 et seq., 120100 et seq.; and Title 17 of the California Code of Regulations section 2501.

If any provision of this Order or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

The violation of any provision of this Order constitutes a threat to public health. Pursuant to Government Code sections 26602 and 41601 and Health and Safety Code sections 101029 and 120295, the Health Officer requests that the Sheriff and all chiefs of police in the County ensure compliance with and enforce this Order. Per Health and Safety Code section 101029, "the sheriff of each county, or city and county, may enforce within the county, or the city and county, all orders of the local health officer issued for the purpose of preventing the spread of any contagious, infectious, or communicable disease. Every peace officer of every political subdivision of the county, or city and county, may enforce within the area subject to his or her jurisdiction all orders of the local health officer issued for the purpose of preventing the spread of any contagious, infectious, or communicable disease. This section is not a limitation on the authority of peace officers or public officers to enforce orders of the local health officer. When deciding whether to request this assistance in enforcement of its orders, the local health officer may consider whether it would be necessary to advise the enforcement agency of any measures that should be taken to prevent infection of the enforcement officers."

Copies of this Order shall promptly be: (1) made available at the County Public Health Department; (2) posted on the County Public Health Department's website (publichealthsb.org); and (3) provided to any member of the public requesting a copy of this Order.

IT IS SO ORDERED:



Henning Ansorg, M.D.
Health Officer
Santa Barbara County Public Health Department

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
 IMPROVEMENT DISTRICT NO. 1
OCTOBER 20, 2020 REGULAR MEETING MINUTES

A Regular Meeting of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, was held at 3:00 p.m. on Tuesday, October 20, 2020 via video/teleconference only due to the COVID-19 Emergency and Governor Newsom’s Executive Orders.

Trustees Present: Michael Burchardi Jeff Clay
 Brad Joos Lori Parker
 Lee Rosenberg

Trustees Absent: None

Others Present: Paeter Garcia Mary Martone Gary Kvistad
 Karen King Eric Tambini Ernest Kim

I. CALL TO ORDER AND ROLL CALL:

President Clay called the meeting to order at 3:03 p.m., he stated this was a Regular Meeting of the Board of Trustees. Ms. Martone conducted roll call and reported all members of the Board were present.

II. PLEDGE OF ALLEGIANCE:

President Clay led the Pledge of Allegiance.

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

Ms. Martone presented the affidavit of posting of the agenda, along with a true copy of the agenda for this meeting. She reported that the agenda was posted in accordance with the California Government Code commencing at Section 54950 and pursuant to Resolution No. 340 of the District. The affidavit was filed as evidence of the posting of the agenda items contained therein.

Ms. Martone added that as a result of the COVID-19 emergency and Governor Newsom’s Executive Orders to protect public health by limiting public gatherings and requiring social distancing, this Board meeting would occur solely via video/ teleconference as authorized by and in furtherance of Executive Order Nos. N-29-20 and N-33-20 and applicable amendments to the California Brown Act as set forth in those Executive Orders.

IV. ADDITIONS OR CORRECTIONS, IF ANY, TO THE AGENDA:

Mr. Garcia stated there were no additions or corrections to the agenda.

V. PUBLIC COMMENT:

President Clay welcomed any members of the public participating via video or telephonically and offered time for members of the public to speak and address the Board on matters not on the agenda.

Mr. Ernest Kim, Siemens Energy representative, announced he was present.

There were no other comments received from the public.

Mr. Garcia stated that the Notice and Agenda for this Regular Meeting requested members of the public to submit advance written comments to the District via electronic mail by 5:00 p.m. on Monday, October 19, 2020. Mr. Garcia reported that no written comments were submitted to the District for the meeting.

1 VI. CORONAVIRUS (COVID-19) UPDATE:

2 A. General Manager's Report

3 The Board packet included copies of press releases issued by the Santa Barbara County Health
4 Department dated October 13, 2020 and September 29, 2020 regarding the current
5 requirements pertaining to COVID-19.
6

7 Mr. Garcia reported on the current activities related to the COVID-19 pandemic and the
8 District's actions. Mr. Garcia indicated that staff continues to receive and review updates
9 related to COVID from federal, state, regional, and local agencies. Mr. Garcia referenced
10 materials that were included in the Board packet from the County of Santa Barbara. He
11 explained the District continues to maintain the same response plan, with staff being divided
12 into two teams alternating each week. He also reported that construction of plexiglass
13 barriers were installed recently in the front office workstations as a preventative measure and
14 to assist with social distancing requirements.
15

16 VII. CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 15, 2020

17 The Regular Meeting Minutes from September 15, 2020 were presented for consideration.
18

19 President Clay asked if there were any changes or additions to the Regular Meeting Minutes of
20 September 15, 2020. There were no changes or additions requested.
21

22 It was MOVED by Trustee Rosenberg, seconded by Trustee Burchardi, and carried by 5-0-0 roll
23 call vote, to approve the September 15, 2020 Regular Meeting Minutes as presented.
24

25 VIII. CONSENT AGENDA:

26 The Consent Agenda Report was provided in the Board packet.
27

28 Mr. Garcia reviewed the Consent Agenda materials for the month of September.
29

30 It was MOVED by Trustee Burchardi, seconded by Trustee Rosenberg, and carried by a 5-0-0 roll
31 call vote, to approve the Consent Agenda.
32

33 IX. MANAGER REPORTS - STATUS, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING
34 SUBJECTS:

35 A. DISTRICT ADMINISTRATION

36 1. Financial Report on Administrative Matters

37 a) Presentation of Monthly Financial Statements - Revenues and Expenses

38 Ms. Martone reported that the Board was provided the Statement of Revenues and
39 Expenses for the month of September via email. She also explained that the reports
40 were posted on the District's website in the Board packet materials for any members
41 of the public wishing to follow along or receive a copy.
42

43 Ms. Martone reviewed the Statement of Revenues and Expenses for the month of
44 September. She highlighted various line-items and reported that District expenses
45 exceeded the revenues by \$33,804.96 and the year-to-date net income was \$648,383.96.
46 Ms. Martone stated that there is typically a decline in water demand in the winter
47 months, which will be reflected on the financials in October, November, and
48 December. She explained that all accumulated revenues during the fiscal year to date
49 will be earmarked and utilized for the annual State Water Project and COMB Bond
50 payments due in June 2021.

1 b) Approval of Accounts Payable
2 Ms. Martone reported that the Board was provided the Warrant List for September 15,
3 2020 through October 20, 2020 via email, and it was posted on the District's website in
4 the Board packet materials for any member of the public wishing to receive a copy.

6 The Board reviewed the Warrant List which covered warrants 23367 through 23429
7 for the period of September 15, 2020 through October 20, 2020 in the amount of
8 \$897,793.10.
9

10 It was MOVED by Trustee Rosenberg, seconded by Trustee Burchardi, and carried by
11 a 5-0-0 roll call vote to approve the Warrant List for September 15, 2020 through
12 October 20, 2020.
13

14 **B. OPERATIONS AND MAINTENANCE:**

15 1. Purchase of Two Fleet Vehicles

16 a) Consideration and Award of Bid

17 The Board packet included bids results for the purchase of two new fleet vehicles.
18

19 Mr. Garcia explained that a request for bids was opened for the purchase of two 2021
20 Ford F250 Regular Cab, 4wd Trucks equipped with service bodies and lift gates. He
21 indicated that funds for this purchase were included in the adopted Fiscal Year 2020-21
22 Budget. Mr. Garcia reported that bid requests were sent to nine potential vendors and
23 three bid responses were received by the deadline date. Discussion ensued regarding
24 the bid process, results, and compliance with the District's Purchasing Policy which
25 requires the bid to be awarded to the lowest responsible and responsive bidder.
26

27 Mr. Garcia stated that after thoroughly comparing all bid submittals, the bid results
28 reflect that Perry Ford was the lowest responsible bid in the amount of \$85,290.60. Mr.
29 Garcia recommended acceptance of the bid from Perry Ford and authorization to
30 purchase the two fleet vehicles.
31

32 After a brief discussion, it was MOVED by Trustee Burchardi, seconded by Trustee
33 Rosenberg, and carried by a unanimous 5-0-0 roll call vote, to accept the lowest
34 responsible bid of \$85,290.60 from Perry Ford of San Luis Obispo for the purchase of two
35 2021 Ford F250 Regular Cab 4wd Trucks with service bodies and lift gates.
36

37 **X. REPORT, DISCUSSION AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**

38 **A. CACHUMA PROJECT - OPERATIONS AND SUPPLIES**

- 39 1. Amendment to Contract No. I75r-1802R between United States Bureau of Reclamation
40 and Santa Barbara County Water Agency (Amendatory Contract No. I75r-1802RA)
41
42 2. First Amendment to Cachuma Project Member Unit Contract between Santa Barbara
43 County Water Agency and Santa Ynez River Water Conservation District, Improvement
44 District No.1
45

46 Agenda Items X. A. 1. & 2. were discussed together.
47
48

49 The Board packet included an executed September 28, 2020 Amendment to Contract
50 between the United States and Santa Barbara County Water Agency for Water Service
51 from the Cachuma Project (Amendatory Contract No. I75r-1802RA) and an Executed
52 September 24, 2020 First Amendment to Cachuma Project Member Unit Contract - Santa
53 Ynez River Water Conservation District, Improvement District No. 1.

1 Mr. Garcia provided background information and reported that the negotiations for an
2 interim Master Contract for Cachuma Water Supplies and the related Cachuma Project
3 Member Unit Contracts have been finalized. He reported that the Amendment to the
4 existing Cachuma Project Master Contract between USBR and the County Water Agency
5 and the First Amendments to the Cachuma Project Member Unit Contract for ID No.1
6 have been executed and signed by all parties. Mr. Garcia stated the amendments retain all
7 of the substantive provisions of the existing Master Contract and current Cachuma Project
8 Member Unit Contract(s), and extends the contract terms for up to an additional three
9 years to allow time for negotiations to take place on the next long-term contracts. Mr.
10 Garcia stated that negotiations for the next long-term contract will likely begin soon and
11 will be a lengthy process which will allow the Cachuma Project Member Units an
12 opportunity to address important substantive issues that will affect the Cachuma Project
13 supply, operation of the Project, environmental review, and contract compliance.
14

15 3. Draft Yield Study for the Cachuma Project

16 Mr. Garcia reported that the County Water Agency released a Draft Yield Study for the
17 Cachuma Project in August of 2020. He explained the Draft Yield Study proposes some
18 significant reductions in the Project yield, yet the Draft Study was prepared without input
19 from the Cachuma Project Member Units. Mr. Garcia stated that the Cachuma Member
20 Units have reviewed the Draft Study and sent a collective response letter to the Water
21 Agency setting forth various concerns and objections. He explained that the letter also
22 indicates that the Cachuma Member Units intend to undertake an independent study to
23 evaluate Project yield and related issues. An additional letter from the Cachuma Member
24 Units dated October 16, 2020 was sent to USBR.
25

26 **B. SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

27 1. Eastern Management Area Update

28 Mr. Garcia stated that the next meeting of the Groundwater Sustainability Agency for the
29 Eastern Management Area of the Santa Ynez River Valley Groundwater Basin will be held
30 on November 19, 2020 via teleconference at 6:30 p.m. He reported that the consultants,
31 GSI Solutions, are currently working on various technical matters, including the
32 hydrogeological conceptual model and water budgets which will be discussed at the
33 November meeting. Mr. Garcia stated that significant milestones in the SGMA process
34 are upcoming in the near future, and that all stakeholders are encouraged to participate.
35

36 **XI. UPDATE FROM ALTERNATIVE POWER / SOLAR AD HOC SUBCOMMITTEE:**

37 Mr. Garcia welcomed Mr. Ernest Kim from Siemens Energy and thanked him for attending the
38 teleconference. Mr. Garcia recapped staff's ongoing research on alternative power options for the
39 District. He stated that staff has provided District utility data to two solar agencies for their
40 review. He indicated that staff is currently in the process of scheduling site visits with each of
41 the solar representatives in the near future.
42

43 **XII. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS,**
44 **ANNOUNCEMENTS, COMMITTEE REPORTS, OBSERVATIONS AND OTHER MATTERS AND/OR**
45 **COMMUNICATIONS NOT REQUIRING ACTION:**
46

47 The Board packet included an October 9, 2020 letter from the District to the California Department
48 of Transportation regarding comments on the Initial Study and Proposed Mitigated Negative
49 Declaration for the Alamo Pintado Creek Pedestrian Bridge Project. Mr. Garcia stated that
50 Caltrans is considering alternatives of removing the bridge, removing and replacing the bridge,
51 or leaving the bridge in its current condition. He reported that the District submitted a formal
52 comment letter as part of the environmental review process. He explained that the District's has
53 a critical interest in the project because the District's six-inch water main is attached to the bridge

1 that spans Alamo Pintado Creek. Mr. Garcia stated that a virtual meeting was held where
2 members of the public provided comments which were mostly in opposition to removing the
3 bridge. Mr. Garcia stated that the District's letter explains why the 6-inch main is an integral
4 component of the District's water distribution system.

6 The Board packet included a September 28, 2020 letter from the District to the Solvang Chamber
7 of Commerce and Allan Hancock College regarding support for the Nationwide Rural Prosperity
8 Initiative.

10 The Board packet included the Family Farm Alliance Monthly Briefing for the month of
11 September 2020.

13 Trustee Parker reported that she had been contacted by Ms. Lisa Palmer, Board President of the
14 Los Olivos Community Services District (CSD). Trustee Parker stated that she had met with Ms.
15 Palmer and that CSD representatives would like to attend an upcoming District Board meeting
16 to discuss possible collaboration between ID No.1 and the CSD.

18 Mr. Garcia reported that the Water Resources Technician position has been filled by Mr. Austin
19 McCollum who started work at the District on October 1, 2020.

21 **XIII. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS THE ITEMS NOT MARKED WITH AN**
22 **ASTERISK (*) FOR FILE:**

23 The Correspondence list was received by the Board.

25 **XIV. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA:**

26 Trustee Parker requested that the Los Olivos Community Services District be added to the
27 November 17, 2020 Meeting Agenda.

29 There were no other requests from the Board.

31 **XV. NEXT MEETING OF THE BOARD OF TRUSTEES:**

32 President Clay stated the next Regular Meeting of the Board of Trustees is scheduled for
33 November 17, 2020 at 3:00 p.m.

35 Mr. Garcia announced that the Open Session public participation video and phone lines would
36 be closed for the next thirty (30) minutes to allow the Board to convene into Closed Session. He
37 explained that the public participation video and phone lines would be reopened thirty (30)
38 minutes later for the remaining Agenda items. Mr. Garcia thanked everyone for participating in
39 the video/teleconference and stated that Open Session meeting would reconvene at 5:35 p.m. to
40 report any action taken during Closed Session.

42 **XVI. CLOSED SESSION:**

43 The Board adjourned to Closed Session at 5:03

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

46 [Subdivision (d)(1) of Section 54956.9 of the Government Code - 1 case]

- 48 1. Name of Case: Adjudicatory proceedings pending before the State Water Resources
49 Control Board regarding Permit 15878 issued on Application 22423 to the City of
50 Solvang, Petitions for Change, and Related Protests

51 **XVII. RECONVENE INTO OPEN SESSION**

53 [Sections 54957.1 and 54957.7 of the Government Code]

1 The public participation video and phone lines were re-opened, and the Board reconvened to
2 Open Session at approximately 5:35 p.m. Ms. Martone conducted roll call and reported that
3 four Trustees were present when the meeting reconvened, with Trustee Burchardi absent.
4

5 Mr. Garcia announced that the Board met in Closed Session concerning Agenda Item XVI.A.1.
6 He stated that there was no reportable action from Closed Session.
7

8 **XVIII. ADJOURNMENT:**

9 Being no further business, it was **MOVED** by Trustee Joos, seconded by Trustee Parker, and
10 carried by a 4-0-0 roll call vote, with Trustee Burchardi absent, to adjourn the meeting at
11 approximately 5:35 p.m.
12

13 **RESPECTFULLY SUBMITTED,**

14 _____
15 Mary Martone, Secretary to the Board
16
17

18 **ATTEST:**

19 _____
20 Jeff Clay, President
21

22 **MINUTES PREPARED BY:**

23 _____
24 Karen King, Board Administrative Assistant
25
26
27
28
29

**BOARD OF TRUSTEES
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO.1
November 17, 2020**

Consent Agenda Report

CA-1. Water Supply and Production Report. Total water production in **October (392 AF)** was lower than water production in September (466 AF), and overall was below the 10-year running average for the month of **October (449 AF)**. As previously reported, the District has been experiencing below average demands for domestic, rural residential, and agricultural water supplies due to water conservation, changing water use patterns, private well installations, and weather conditions.

For the month of **October**, approximately **134.85 AF** was produced from the Santa Ynez Upland wells, and approximately **187.25 AF** was produced from the 6.0 cfs and 4.0 cfs river well fields. As reflected in the Monthly Water Deliveries Report from the Central Coast Water Authority (CCWA), the District also received approximately **70 AF** of SWP supplies for the month, all of which we attributed to Exchange deliveries. Direct diversions to USBR and the County Park were **1.78 AF**.

The USBR Daily Operations Report for Lake Cachuma in **October** (ending October 31, 2020) recorded the lake elevation at **729.75'** with the end of month storage of **130,218 AF**. USBR recorded total precipitation at the lake of **0.0 inches**. For the month, reservoir storage was supplemented with **73.6 AF** of SWP deliveries for the South Coast agencies. Reservoir evaporation in **October** was **924.0 AF**.

Based on the maximum storage of 193,305 AF, Cachuma reservoir is currently (as of **November 9, 2020**) at approximately **66.7%** of capacity (Santa Barbara County Flood Control District, Rainfall and Reservoir Summary). At a point when reservoir storage exceeds 100,000 AF, the Cachuma Member Units typically have received a full allocation, which is the case for this federal WY 2019-20. Conversely, a 20% pro-rata reduction from the full allocation is scheduled to occur in Water Years beginning at less than 100,000 AF, where incremental reductions may occur at other lower storage levels. **For the federal WY 2020-2021** (October 1, 2020 through September 30, 2021), the Cachuma Member Units requested a 100% allocation of the Project's annual operational yield of 25,714 AF. The request was submitted to USBR through the County Water Agency on June 29, 2020. **By letter dated October 19, 2020**, USBR issued a 100% allocation decision. ID No.1's share is 10.31% or 2,651 AF. In addition to its 2020-21 allocation, ID No.1 retains approximately 450 AF of previous year carryover water in the reservoir, subject to evaporation.

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

NMFS 2000 Biological Opinion

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

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

SWRCB Order WR 2019-0148

- *During Below Normal, Dry, and Critical Dry water years (October 1 – September 30), releases shall be made in accordance with the requirements of the NMFS 2000 Biological Opinion as set forth above.*
- *During Above Normal and Wet water years, the following minimum flow requirements must be maintained at Hwy 154 and Alisal Bridges:*
 - *48 cfs from February 15 to April 14 for spawning*
 - *20 cfs from February 15 to June 1 for incubation and rearing*
 - *25 cfs from June 2 to June 9 for emigration, with ramping to 10 cfs by June 30*
 - *10 cfs from June 30 to October 1 for rearing and maintenance of resident fish*
 - *5 cfs from October 1 to February 15 for resident fish*
- *For purposes of SWRCB Order WR 2019-0148, water year classifications are determined as follows:*
 - *Wet is when Cachuma Reservoir inflow is greater than 117,842 AF;*
 - *Above Normal is when Reservoir inflow is less than or equal to 117,842 AF or greater than 33,707 AF;*
 - *Below Normal is when Reservoir inflow is less than or equal to 33,707 AF or greater than 15,366 AF;*
 - *Dry is when Reservoir inflow is less than or equal to 15,366 AF or greater than 4,550 AF*
 - *Critical Dry is when Reservoir inflow is less than or equal to 4,550 AF*

For the month of October, water releases for fish were 336.7 AF to Hilton Creek and approximately 305 AF to the outlet works for a total of 641.7 AF. As of the end of October 2020, a total of approximately 38,848 AF of Cachuma Project water has been released under regulatory requirements for the protection of fish and fish habitat below Bradbury Dam since the year after the last spill in 2011.

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

The California Department of Water Resources (DWR) has issued a 20% SWP Table A allocation for the year. This allocation translates to 140 AF for ID No.1's pro-rated share of Table A supplies through CCWA.

As reflected in the October 2020 Agenda for the CCWA Board of Directors, and as otherwise shown in documents contained in this Consent Report, CCWA continues to remain strongly engaged in a variety of matters related to the SWP and SWP supplies, including but not limited to: the Delta Conveyance Project proposal and proposed water management amendments to the SWP Contract; proposed reacquisition of Suspended Table A supplies; proposed SWP Contract assignment from the County of Santa Barbara to CCWA; water quality; and scheduled winter shutdown of the SWP Coastal Branch.

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

OCTOBER 2020

LAKE CACHUMA DAILY OPERATIONS

RUN DATE: November 1, 2020

DAY	ELEV	STORAGE		COMPUTED* INFLOW AF.	CCWA INFLOW AF.	PRECIP ON RES. SURF. AF.	RELEASE - AF.				EVAP		PRECIP INCHES	
		IN LAKE	CHANGE				TUNNEL	HILTON CREEK	OUTLET	SPILLWAY	AF.	INCH		
	732.01	135,570												
1	731.94	135,402	-168	43.2	0.0	.0	60.7	11.1	99.0	.0	40.4	.270	.00	
2	731.85	135,186	-216	-0.6	0.0	.0	67.9	11.1	99.0	.0	37.4	.250	.00	
3	731.78	135,017	-169	52.0	8.6	.0	68.8	11.0	99.0	.0	50.8	.340	.00	
4	731.69	134,801	-216	-8.0	12.3	.0	67.5	11.0	100.0	.0	41.8	.280	.00	
5	731.62	134,633	-168	21.0	12.3	.0	67.0	11.0	92.0	.0	31.3	.210	.00	
6	731.55	134,467	-166	27.0	1.1	.0	68.9	11.0	74.0	.0	40.2	.270	.00	
7	731.46	134,253	-214	-36.1	0.0	.0	67.2	10.9	70.0	.0	29.8	.200	.00	
8	731.40	134,111	-142	30.0	9.5	.0	68.7	11.0	72.0	.0	29.8	.200	.00	
9	731.33	133,945	-166	-6.4	12.6	.0	68.4	11.0	69.0	.0	23.8	.160	.00	
10	731.28	133,826	-119	25.1	12.6	.0	52.0	10.9	70.0	.0	23.8	.160	.00	
11	731.20	133,636	-190	-30.2	4.6	.0	50.8	10.9	70.0	.0	32.7	.220	.00	
12	731.14	133,493	-143	11.5	0.0	.0	43.9	10.9	70.0	.0	29.7	.200	.00	
13	731.08	133,327	-166	0.5	0.0	.0	50.0	10.9	70.0	.0	35.6	.240	.00	
14	731.01	133,185	-142	19.7	0.0	.0	54.1	10.9	70.0	.0	26.7	.180	.00	
15	730.95	133,042	-143	33.0	0.0	.0	51.8	10.8	69.0	.0	44.4	.300	.00	
16	730.90	132,923	-119	59.3	0.0	.0	53.5	10.9	71.0	.0	42.9	.290	.00	
17	730.81	132,710	-213	-21.1	0.0	.0	52.7	10.8	87.0	.0	41.4	.280	.00	
18	730.73	132,520	-190	-0.8	0.0	.0	54.4	10.8	90.0	.0	34.0	.230	.00	
19	730.65	132,330	-190	-7.5	0.0	.0	52.2	10.8	90.0	.0	29.5	.200	.00	
20	730.58	132,165	-165	21.5	0.0	.0	61.1	10.8	91.0	.0	23.6	.160	.00	
21	730.50	131,977	-188	-7.4	0.0	.0	60.2	10.8	89.0	.0	20.6	.140	.00	
22	730.43	131,813	-164	18.3	0.0	.0	59.4	10.8	90.0	.0	22.1	.150	.00	
23	730.35	131,625	-188	2.1	0.0	.0	62.7	10.8	99.0	.0	17.6	.120	.00	
24	730.27	131,437	-188	-6.0	0.0	.0	51.6	10.8	102.0	.0	17.6	.120	.00	
25	730.20	131,273	-164	17.3	0.0	.0	51.9	10.8	101.0	.0	17.6	.120	.00	
26	730.10	131,039	-234	-54.9	0.0	.0	50.8	10.7	100.0	.0	17.6	.120	.00	
27	730.03	130,875	-164	24.2	0.0	.0	51.6	10.7	101.0	.0	24.9	.170	.00	
28	729.97	130,734	-141	34.8	0.0	.0	51.7	10.7	90.0	.0	23.4	.160	.00	
29	729.89	130,546	-188	-23.1	0.0	.0	51.8	10.7	79.0	.0	23.4	.160	.00	
30	729.82	130,382	-164	-7.1	0.0	.0	51.4	10.7	70.0	.0	24.8	.170	.00	
31	729.75	130,218	-164	-6.8	0.0	.0	51.7	10.7	70.0	.0	24.8	.170	.00	
TOTAL (AF)			-5,352	224.5	73.6	.0	1,776.4	336.7	2,613.0	.0	924.0	6.240	.00	
(AVG)		132,803												

COMMENTS:

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

DATA BASED ON 24-HOUR PERIOD ENDING 0800.

INDICATED OUTLETS RELEASE INCLUDE ANY LEAKAGE AROUND GATES.



Santa Barbara County - Flood Control District

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

Rainfall and Reservoir Summary

Updated 8am: 11/9/2020

Water Year: 2021

Storm Number: 1

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

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

Rainfall	ID	24 hrs	Storm 3day(s)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	0.16	0.16	0.16	14%	1%	
Cachuma Dam (USBR)	332	0.00	0.29	0.29	0.29	24%	1%	
Carpinteria (Fire Stn)	208	0.00	0.23	0.23	0.24	19%	1%	
Cuyama (Fire Stn)	436	0.03	0.25	0.25	0.25	33%	3%	
Figueroa Mtn (USFS Stn)	421	0.00	0.81	0.81	0.82	48%	4%	11.1
Gibraltar Dam (City Facility)	230	0.03	0.19	0.19	0.19	14%	1%	11.4
Goleta (Fire Stn-Los Carneros)	440	0.00	0.03	0.03	0.04	3%	0%	
Lompoc (City Hall)	439	0.07	0.30	0.30	0.31	31%	2%	11.3
Los Alamos (Fire Stn)	204	0.04	0.53	0.53	0.56	57%	4%	
San Marcos Pass (USFS Stn)	212	0.00	0.21	0.21	0.22	10%	1%	
Santa Barbara (County Bldg)	234	0.00	0.04	0.05	0.10	8%	1%	
Santa Maria (City Pub. Works)	380	0.00	0.36	0.36	0.39	38%	3%	
Santa Ynez (Fire Stn /Airport)	218	0.01	0.20	0.21	0.22	21%	1%	
Sisquoc (Fire Stn)	256	0.00	0.34	0.34	0.34	31%	2%	

County-wide percentage of "Normal-to-Date" rainfall : **25%**

County-wide percentage of "Normal Water-Year" rainfall : **2%**

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2021 (End of WY2021).

AI (Antecedent Index / Soil Wetness)

6.0 and below = Wet (min. = 2.5)
 6.1 - 9.0 = Moderate
 9.1 and above = Dry (max. = 12.5)

Reservoirs

Reservoir Elevations referenced to NGVD-29.

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

Click on Site for Real-Time Readings	Spillway	Current	Max.	Current	Current	Storage	Storage
	Elev. (ft)	Elev. (ft)	Storage (ac-ft)	Storage (ac-ft)	Capacity (%)	Change Mo.(ac-ft)	Change Year*(ac-ft)
<u>Gibraltar Reservoir</u>	1,400.00	1,379.32	4,559	1,030	22.6%	-124	-1,180
<u>Cachuma Reservoir</u>	753.**	729.23	193,305	129,010	66.7%	-1,137	-14,765
<u>Jameson Reservoir</u>	2,224.00	2,215.82	4,848	3,877	80.0%	-45	-411
<u>Twitchell Reservoir</u>	651.50	540.65	194,971	2,972	1.5%	-100	-848

CIMIS Daily Report

Rendered in ENGLISH Units.

Thursday, October 1, 2020 - Sunday, November 1, 2020

Printed on Monday, November 2, 2020

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (in)	Precip (in)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
10/1/2020	0.18	0.00	449	11.1	105.8 Y	49.4	73.4 Y	92	11	39 Y	47.2 Y	2.3	54.2	-- S
10/2/2020	0.20	0.00	449	10.5	106.2 Y	49.0	73.9 Y	88	12	37 Y	45.8 Y	2.7	63.6	-- S
10/3/2020	0.18	0.00	447	10.9	103.0 Y	47.9	71.1 Y	88	14	42 Y	46.8 Y	2.2	52.9	-- S
10/4/2020	0.18 R	0.00	454	11.4	100.4	48.3	70.1	86	12	45	48.1	2.3	54.4	-- S
10/5/2020	0.16	0.00	414	11.5	98.0	49.9	69.0	85	13	48	48.3	2.2	53.1	-- S
10/6/2020	0.15	0.00	398	13.1	90.2	50.9	66.7	98	30	58	51.7	2.8	67.1	-- S
10/7/2020	0.13	0.00	415	13.3	84.3	46.4	60.3	100	36	75	52.2	2.8	66.3	-- S
10/8/2020	0.11	0.00	362	14.4	75.4	53.3	60.2	99	53	81	54.2	3.0	72.2	-- S
10/9/2020	0.12	0.00	386	14.3	77.7	53.3	62.4	92	50	75	54.2	3.1	73.3	-- S
10/10/2020	0.12	0.00	392	15.2	80.5	54.3	64.0	99	45	75	55.9	3.1	75.0	-- S
10/11/2020	0.15	0.00	434	15.1	89.1	52.7	68.2 Y	87	33	64 Y	55.6 Y	2.9	69.2	-- S
10/12/2020	0.17	0.00	438	10.7	100.9 Y	46.0	68.7 Y	94	12	45 Y	46.2 Y	2.4	56.5	-- S
10/13/2020	0.16	0.00	444	10.3	98.4	45.5	67.0	88	13	46	45.4	2.5	59.6	-- S
10/14/2020	0.16	0.00	444	10.0	104.1 Y	42.5	68.5 Y	93	11	42 Y	44.6 Y	2.2	53.5	-- S
10/15/2020	0.16	0.00	439	10.1	102.1 Y	46.1	70.0 Y	88	9	40 Y	44.7 Y	2.0	48.2	-- S
10/16/2020	0.16	0.00	407	9.7	103.3 Y	48.5	69.9 Y	84	9	39 Y	43.8 Y	2.3	56.1	-- S
10/17/2020	0.16	0.00	408	9.8	96.3	46.1	67.2	85	15	43	44.0	2.4	58.7	-- S
10/18/2020	0.15	0.00	428	11.9	92.7	44.7	64.7	99	19	57	49.2	2.9	69.3	-- S
10/19/2020	0.13	0.00	411	14.2	80.9	50.4	62.7	100	39	73	54.0	3.1	75.3	-- S
10/20/2020	0.11	0.00	375	14.9	81.3	52.0	60.8	100	46	82	55.3	2.6	63.3	-- S
10/21/2020	0.11	0.00	365	15.6	80.0	51.8	61.8	100	50	83	56.5	2.7	63.6	-- S
10/22/2020	0.08	0.00	299	15.4	74.3	54.1	62.0	99	59	81	56.2	2.9	69.2	-- S
10/23/2020	0.09	0.00	311	14.6	75.2	50.8	62.4	95	55	76	54.6	2.7	64.6	-- S
10/24/2020	0.03	0.00	134	14.6	69.7	59.2 Y	63.2	87	58	74	54.8	2.4	57.3	-- S
10/25/2020	0.05 R	0.00	198	13.9	69.4	56.9 Y	61.4	88	55	75	53.3	2.9	70.8	-- S
10/26/2020	0.11	0.00	370	10.6	76.7	42.1	57.1	98	34	67	46.0	2.7	63.9	-- S
10/27/2020	0.12	0.00	377	6.8	80.2	35.1	54.0	98	11	48	34.6	2.1	51.6	-- S
10/28/2020	0.13	0.00	392	5.8	87.2	33.1	54.7	92	8	40	30.9	2.4	57.9	-- S
10/29/2020	0.12	0.00	385	7.6	89.0	33.9	56.5	89	14	49	37.5	2.2	51.8	-- S
10/30/2020	0.12	0.00	381	10.5	85.2	35.6	56.8	100	23	66	45.7	2.3	54.4	-- S
10/31/2020	0.12	0.01	382	8.8	93.4	37.7	60.9	100	10	48	41.3	2.1	49.4	-- S
Tots/Avgs	4.12	0.01	387	11.8	88.7	47.3	64.2	93	28	58	48.3	2.6	61.2	--

Santa Ynez - Central Coast Valleys - Station 64

Date	ETo (in)	Precip (in)	Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Max Air Temp (°F)	Min Air Temp (°F)	Avg Air Temp (°F)	Max Rel Hum (%)	Min Rel Hum (%)	Avg Rel Hum (%)	Dew Point (°F)	Avg Wind Speed (mph)	Wind Run (miles)	Avg Soil Temp (°F)
11/1/2020	0.13	0.00	401 R	7.8	94.2	41.7	65.4	85	10	37	38.2	2.2	52.8	-- S
Tots/Avgs	0.13	0.00	401	7.8	94.2	41.7	65.4	85	10	37	38.2	2.2	52.8	--

Flag Legend

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

Conversion Factors

Ly/day/2.065=W/sq.m	inches * 25.4 = mm	(F-32) * 5/9 = c
mph * 0.447 = m/s	mBars * 0.1 = kPa	miles * 1.60934 = km



United States Department of the Interior

BUREAU OF RECLAMATION
South-Central California Area Office
1243 N Street
Fresno, CA 93721-1813



IN REPLY REFER TO:

SCC-440
2.2.4.23

VIA ELECTRONIC MAIL AND U.S. MAIL

Mr. Thomas D. Fayram
Deputy Public Works Director
Santa Barbara County Water Agency
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101
tfayram@cosbpw.net

Subject: Cachuma Project Allocation for the 2021 Water Year (October 1, 2020 through September 30, 2021) – Contract No. 175r-1802R (Contract) – Your Letter Dated June 29, 2020 – California

Dear Mr Fayram:

Reclamation received the letter from Santa Barbara County Water Agency (Water Agency) titled "*Cachuma Project Water Year (WY) 2021 Allocation Request*," dated June 29, 2020 (enclosed), requesting an allocation of 25,714 acre-feet in WY 2021.

Pursuant to Article 3(b) of the Contract, this letter serves as notice of the WY 2021 allocation for the Cachuma Project. Based on current reservoir levels and forecast data, the Project Water being made available to the Member Units out of the Available Supply in Cachuma Reservoir is 100% of the contract total, which equals 25,714 acre-feet.

As has been shared with the Water Agency and Member Units in recent meetings and phone calls, Reclamation is concerned with the record high levels of water being carried over for delivery in subsequent water years. The practice of accumulating carryover from multiple annual allocations has been allowed by Reclamation for special circumstances such as the recent drought and the dam safety construction in 2004-2005. However, the carryover from multiple annual allocations is *not* a benefit that is provided for in the Contract. Carryover is an issue that Reclamation intends to address sooner rather than later and prior to the end of the current water year.

If you have questions, please contact Erma Leal, Repayment Specialist, at (559) 262-0350, via electronic mail at elead@usbr.gov or for the hearing impaired at TDD (800) 877-8339.

Sincerely,

Michael Paul Jackson, P.E.
Digitally signed by
Michael Paul Jackson, P.E.
Date: 2020.10.19 16:46:37
-07'00'

Michael P. Jackson, P.E.
Area Manager

Enclosure
cc's continued next page.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

Subject: Cachuma Project Allocation for the 2021 Water Year (October 1, 2020 through September 30, 2021) – Contract No. I75r-1802R (Contract) – Your Letter Dated June 29, 2020 – California

cc's continued from previous page.

cc: Ms. Janet Gingras
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105
jgingras@cachuma-board.org

Mr. Robert McDonald
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013
bob@cvwd.net

Mr. John McInnes
Goleta Water District
4699 Hollister Avenue
Goleta, CA 93110
jmcinnes@goletawater.com
(all w/enclosure)

Mr. Nicholas Turner
Montecito Water District
583 Ysidro Road
Montecito, CA 93150
nturner@montecitowater.com

Mr. Joshua Haggmark
City of Santa Barbara
630 Garden Street
Santa Barbara, CA 93102
JHaggmark@SantaBarbaraCA.gov

Mr. Paeter Garcia
Santa Ynez River Water Conversation
District, Improvement District No. 1
P.O. Box 157
Santa Ynez, CA 93460
pgarcia@syrwd.org

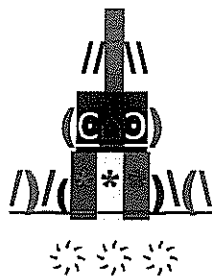
Paeter Garcia

From: JACKSON, MICHAEL P. <MJackson@usbr.gov>
Sent: Monday, October 19, 2020 5:17 PM
To: John McInnes; Paeter Garcia; Nicholas Turner (nturner@montecitowater.com); Janet Gingras; 'bob@cvwd.net'; Josh Haggmark; tfayram@cosbpw.net; myoung@cosbpw.net
Cc: Hyatt, David E; Stroup, Duane; Emerson, Rain L; Leal, Erma O; Cavanaugh, Daniel J; Aufdemberge, Amy L; ESCOBAR, PAMELA F
Subject: Re: WY 2021 Cachuma Allocation Request: USBR-Reply
Attachments: Cachuma_Allocation_2021_SIGNED_10-19-2020.pdf

Hello Tom & Cachuma Folks,

Please find attached the allocation for the Cachuma Project WY 2021. I have replaced the e-mail address of Fray Crease with Matt Young's since Fray has moved on.

Thanks,



Michael Paul Jackson, P.E.

1243 N Street, Fresno California 9372

**559-262-0300(Office) / 559-260-8714 (Mobile)*

From: Crease, Fray <fcrease@cosbpw.net>
Sent: Monday, June 29, 2020 8:48 AM
To: JACKSON, MICHAEL P. <MJackson@usbr.gov>
Cc: Fayram, Tom <Tfayram@cosbpw.net>; Paeter Garcia <pgarcia@syrwd.org>; John McInnes <JMclnnes@goletawater.com>; Josh Haggmark <JHaggmark@SantaBarbaraCA.gov>; Nicholas Turner (nturner@montecitowater.com) <nturner@montecitowater.com>; 'bob@cvwd.net' <bob@cvwd.net>; Janet Gingras <jgingras@cachuma-board.org>
Subject: [EXTERNAL] WY 2021 Cachuma Allocation Request

Michael,

Attached please find a copy of the Cachuma Project Water Year 2021 Allocation Request which will go in the mail to you today via overnight FedEx.

Sincerely,



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

TO: Ray Stokes, Executive Director
Lisa Long, Controller

November 10, 2020

FROM: Julie Baker [Signature]

SUBJECT: Monthly Water Deliveries

As described during the October 2020 Operating Committee Meeting, a Biofilm Remediation Project was implemented to abate pipeline nitrification issues. As part of this project, it was necessary to discharge water from the pipeline to facilitate the project. A total of 18 acre-feet (AF) was discharged to waste and is being allocated to the Participants on the Pipeline in proportion to their Table A amount as follows:

Table with 3 columns: Project Participant, Table A Amount (acre-feet), and Allocated Discharge. Rows include Chorro, Lopez, Shandon, Guadalupe, Santa Maria, Golden State Water Co, Vandenberg, Buellton, Solvang, Santa Ynez ID#1, and TOTAL.

According to the CCWA revenue meters at each turnout, the following deliveries during the month of October, 2020 are presented in the table below. The allocated discharge is included in the total as shown:

Table with 4 columns: Project Participant, Delivery Amount (acre-feet), Allocated Discharge, and Total. Rows include Chorro, Lopez, Shandon, Guadalupe, Santa Maria, Golden State Water Co, Vandenberg, Buellton, Solvang, Santa Ynez ID#1, Bradbury, and TOTAL.

In order to reconcile these deliveries with the DWR revenue meter, which read 1172 acre-feet, the following delivery amounts should be used for billing purposes:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Chorro	153
López	62
Shandon	0
Guadalupe	1
Santa Maria	594*
Golden State Water Co	13*
Vandenberg	161
Buellton	12
Solvang.....	32
Santa Ynez ID#1	70
Bradbury	74
TOTAL.....	1172

Notes: Golden State Water Company delivered 13 acre-feet into its system through the Santa Maria turnout. This delivery is recorded by providing a credit of 13 acre-feet to the City of Santa Maria and a charge in the same amount, to the Golden State Water Company.


Santa Ynez ID#1 water usage is divided into 0 acre-feet of Table A water and 70 acre-feet of exchange water. The exchange water is allocated as follows:

<u>Project Participant</u>	<u>Exchange Amount (acre-feet)</u>
Goleta	25
Santa Barbara	17
Montecito	17
Carpinteria	<u>11</u>
TOTAL	70

Bradbury Deliveries into Lake Cachuma are allocated as follows:

<u>Project Participant</u>	<u>Delivery Amount (acre-feet)</u>
Carpinteria	0
Goleta	0
La Cumbre	69
Montecito	0
Morehart	3
Santa Barbara	0
Raytheon	<u>2</u>
TOTAL	74

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



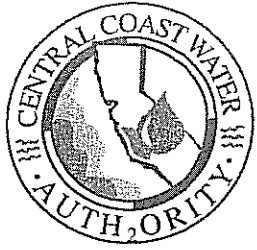
John Brady
Deputy Director, Operations and Engineering
Central Coast Water Authority

cc: Tom Bunosky, GWD
James Luongo, Golden State WC
Rebecca Bjork, City of Santa Barbara
Daryl Smith, MWD
Janet Gingras, COMB
Craig Kesler, San Luis Obispo County
Paeter Garcia, Santa Ynez RWCD ID#1
Shad Springer, City of Santa Maria
Shannon Sweeney, City of Guadalupe
Robert MacDonald, Carpinteria Valley WD
Mike Peña, City of Guadalupe
Mike Alvarado, La Cumbre Mutual WC
Alex Keuper, CVWD
Pernell Rush, Vandenberg AFB
Nick Turner, Montecito WD
Laura Menahen, Montecito WD
Matt van der Linden, City of Solvang

✓ 118r

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

will be held at 9:00 a.m., on Thursday, October 22, 2020
via URL: <https://meetings.ringcentral.com/j/1495108982>
or via telephone by dialing 1(623) 404-9000 and entering code 149 510 8982#



CCWA's Board meetings are conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Orders (N-25-20, N-29-20 and N-35-20), temporarily suspending portions of the Brown Act in response to the COVID-19 pandemic. Members of the Board will participate in this meeting by video call or telephone.

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

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

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

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

I. Call to Order and Roll Call

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

III. Consent Calendar

- * A. Approve Minutes of the September 24, 2020 Regular Meeting
- * B. Approve Bills
- * C. Controller's Report
- * D. Operations Report

IV. Executive Director's Report

- * A. Consider Resolution No. 20-01 (1) Approving Amendment No. 21 (Water Management Amendment) to the Water Supply Contract Between The State Of California Department Of Water Resources And Santa Barbara County Flood Control And Water Conservation District; and (2) Making Responsible Agency Findings Pursuant To CEQA For The Final Environmental Impact Report For Amendment No. 21, And Adopting CEQA Findings And Statement Of Overriding Considerations
- B. Consider Resolution No. 20-02 Approving Amendment 6 to the Agreement for the Supply and Conveyance of Water By the Department of Water Resources of the State of California to the Participating State Water Project Contract Under the Dry Year Water Purchase Program SWPAO NO. 20-826

(Continued)

SWRING.DJD.#1

OCT 19 2020

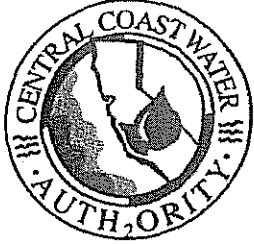
HR001/ED

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

- * Indicates attachment of document to original agenda packet.
- ☛ Indicates enclosure of document with agenda packet.

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- IV. Executive Director's Report (*Continued*)**
 - C. Water Supply Situation Report
 - * D. Suspended Table A Reacquisition Update
 - E. 2020 DWR Scheduled Coastal Branch Shutdown
 - F. FY 2019/20 Year End Budget Status Report
 - ♣ G. Finance Committee
 - 1. FY 2020/21 First Quarter Investment Report
 - 2. Request for Revision to CCWA Budget Transfer Policy
- V. Reports from Board Members for Information Only**
- VI. Items for Next Regular Meeting Agenda**
- VII. Date of Next Regular Meeting: January 28, 2021**
- VIII. Adjournment**



MEETING NOTICE

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

will be held at 8:30 a.m., on Thursday, October 22, 2020
via URL: https://meetings.ringcentral.com/j/1483975876
or via telephone by dialing 1(623) 404-9000 and entering code 148 397 5876#

CCWA's Committee meetings are conducted pursuant to California Government Code Section
54953 and Governor Newsom's Executive Orders (N-25-20, N-29-20 and N-35-20),
temporarily suspending portions of the Brown Act in response to the COVID-19 pandemic.
Members of the Committee will participate in this meeting by video call or telephone.

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

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

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

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

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

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

THE FOLLOWING ITEMS WILL BE DISCUSSED AT THE MEETING OF THE
COMMITTEE AND A VOTE MAY BE TAKEN FOR THE PURPOSE OF
RECOMMENDING ACTION BY THE BOARD OF DIRECTORS.

- I. Call to Order and Roll Call
II. Public Comment - (Any member of the public may address the
Committee relating to any matter within the Committee's
jurisdiction. Individual Speakers may be limited to five minutes;
all speakers to a total of fifteen minutes.)

III. * Minutes of the July 31, 2020 Meeting of the Finance Committee

EXPIRES 10/22/20

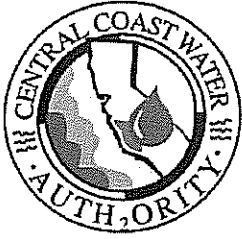
OCT 19 2020

APPROVED

Continued

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- IV. * FY 2020/21 First Quarter Investment Report
- V. * Request for Revision to CCWA Budget Transfer Policy
- VI. Reports from Committee Members for Information Only
- VII. Items for Next Regular Meeting Agenda
 - A. FY 2020/21 Second Quarter Investment Report
- VIII. Date of Next Regular Meeting: January 28, 2021
- IX. Adjournment



October 28, 2020

Mr. Matt Young
Water Agency Manager
Santa Barbara County Flood Control and Water Conservation District
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93101

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

Re: Amendment No. 21 (The Water Management Amendment) to the State
Water Contract

Dear Matt:

I am writing to request that the Santa Barbara County Flood Control and Water Conservation District (District) execute Amendment No. 21 (The Water Management Amendment) to the State Water Contract between the Department of Water Resources (DWR) and the District in accordance with the 1991 Transfer of Financial Responsibility Agreement between the District and CCWA and transmit the executed amendment to DWR before December 31, 2020.

As you know, on September 4, 2020, DWR presented the Water Management Amendment to our agencies for execution. (Email from D. Rizzardo to F. Crease and R. Stokes, September 4, 2020, attached to this letter.) The CCWA Board of Directors considered the Water Management Amendment at its September and October meetings and approved the amendment on October 22, 2020 and also made responsible agency findings pursuant to CEQA and adopted CEQA Findings and Statement of Overriding Considerations. (See CCWA Resolution 20-01, attached to this letter.) A copy of The Water Management Amendment is attached as Exhibit B to Resolution No. 20-01.

As described in more detail in my attached October 14, 2020 staff report to the CCWA Board of Directors, the existing State Water Contract allows transfers in a limited and specific manner and therefore is rarely utilized. In addition, while the contracting public water agencies (PWA(s)) may engage in bona fide exchanges of water with other PWAs, the State Water Contract lacks specificity regarding the parameters. As a result, DWR has considered proposed exchanges of water between PWAs on a case by case basis, which has provided less certainty for PWA planning purposes.

Consequently, beginning in earnest in February 2018, DWR and the PWAs worked together to find solutions to develop water supply management practices to enhance management flexibility for SWP water supplies in a changing environment. The Water Management Amendment, which results from that effort, supplements and clarifies the provisions of the State Water Contract related to water transfers and exchanges within the State Water Project service area to improve water management capabilities and options. The proposed amendment does not increase State Water Project diversions or change State Water Project operations. The Water Management Amendment creates numerous benefits for CCWA's participating local

agencies and their ratepayers, and thus for all of Santa Barbara County, including by:


- Creating new tools and enhanced flexibility to respond to changes in hydrology and increasing constraints on DWR's operation of the State Water Project;
- Increasing certainty for water managers by clarifying existing practices and providing rules for implementing transfers and exchanges;
- Ensuring transparency of transfers and exchanges and avoidance of harm; and
- Potentially increasing opportunities for and benefits associated with conjunctive management of surface and groundwater supplies in the state.

For all of these reasons, CCWA's Board of Directors *unanimously* approved the Water Management Amendment and has directed me to obtain the District's execution.

Please deliver the District's executed Water Management Amendment to DWR **before December 31, 2020**. As provided by the Water Management Amendment (see p. 20), the amendment will become effective when 24 PWAs sign it. If any PWA has not executed the amendment within 60 days of the effective date, the amendment is not effective as to that PWA, unless DWR, in its discretion, and the PWA later execute the amendment. Accordingly, to ensure that the amendment, and the water management benefits that it provides, becomes effective as to CCWA, the Water Management Amendment should be executed by the District as soon as possible.

If you have any questions or require any additional information, please let me know.

Sincerely,



Ray A. Stokes
Executive Director

cc: Santa Barbara County Board of Supervisors
Das Williams, First District
Gregg Hart, Second District
Joan Hartmann, Third District
Peter Adam, Fourth District
Steve Lavagnino, Fifth District
Karla Nemeth, Director, Department of Water Resources
Pedro Villalobos, Chief, Water Contracts Branch, State Water Project
Analysis Office
James (Tripp) Mizell, Office of the Chief Counsel, Department of Water
Resources

(Continued next page)

cc: Jennifer Pierre, State Water Contractors
CCWA Board of Directors
Eric Friedman, Chair, City of Santa Barbara
Ed Andrisek, Vice Chair, City of Buellton
Farfalla Borah, Goleta Water District
Jeff Clay, Santa Ynez River Water Conservation District, ID #1
Shirley Johnson, Carpinteria Valley Water District
Gina Rubalcaba, City of Guadalupe
Etta Waterfield, City of Santa Maria
Floyd Wicks, Montecito Water District
CCWA Operating Committee
Mike Alvarado, La Cumbre Mutual Water Company
Paeter Garcia, Santa Ynez River Water Conservation District, ID #1
Rose Hess, City of Buellton
Robert McDonald, Carpinteria Valley Water District
John McInnes, Goleta Water District
Pernell Rush, Vandenberg AFB 30 CES/CEOEO 1028
Shad Springer, City of Santa Maria
Shannon Sweeney, City of Guadalupe
Cathy Taylor, City of Santa Barbara
Nick Turner, Montecito Water District
Matt van der Linden, City of Solvang
Mona Miyasato, County Executive Officer, Santa Barbara County
Tom Fayram, Deputy Director, Santa Barbara County Public Works Dept.
Johannah Hartley, Deputy County Counsel, Santa Barbara County

Attachments:

1. September 4, 2020 Email from D. Rizzardo to F. Crease and R. Stokes
2. CCWA Resolution 20-01 (1) Approving Amendment No. 21, and (2) Making Responsible Agency Findings Pursuant and Adopting CEQA Findings And Statement Of Overriding Considerations
3. October 14, 2020 Staff Report Re. Amendment No. 21 from R. Stokes to CCWA Board of Directors (w/o attachments)
4. CCWA Notice of Determination

Ray Stokes

From: Rizzardo, David@DWR <David.Rizzardo@water.ca.gov>
Sent: Friday, September 4, 2020 11:37 AM
To: Ray Stokes; fcrease@co.santa-barbara.ca.us
Cc: Edwards, James@DWR
Subject: State Water Project Water Supply Contract Water Management Amendment - Santa Barbara Flood Control and Water Conservation District
Attachments: Santa Barbara.pdf

Ms. Crease and Mr. Stokes

Attached to this email is an execution version of the State Water Project Water Supply Contract Water Management Amendment between your agency and the Department of Water Resources.

The execution version of the amendment is based on the Agreement in Principle, dated May 20, 2019. The Department certified the related Final EIR on August 25, 2020 and filed a Notice of Determination with the State Clearinghouse on August 28, 2020 for this amendment. You can find a copy of the Final EIR and the NOD here: <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>

Please review this execution version and, when your agency is ready to sign, let James Edwards know (please reference the Water Management Amendment) and an execution version within DocuSign will be prepared and routed. If you prefer to have wet signatures, please let James know and a hard copy of this execution version can be mailed to your agency. DWR will later send an execution version to you as part of your agency's consideration of this proposed project. James Edwards can be reached at james.edwards@water.ca.gov or by phone at (916) 653-1073.

David Rizzardo, P.E.

Supervising Water Resources Engineer
 Chief, Water Contracts Branch | State Water Project Analysis Office

****Please note: In response to COVID-19 I am teleworking. ****

To leave voice message: (916) 653-9593 | Direct calls to my cell: (916) 494-3629 (no voice mail)

Please make sure to email me as well: David.Rizzardo@water.ca.gov



**CALIFORNIA DEPARTMENT OF
 WATER RESOURCES**

RESOLUTION NO. 20-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CENTRAL COAST WATER AUTHORITY
(1) APPROVING AMENDMENT NO. 21 (WATER MANAGEMENT
AMENDMENT) TO THE WATER SUPPLY CONTRACT BETWEEN THE
STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND SANTA BARBARA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT; AND
(2) MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO
CEQA FOR THE FINAL ENVIRONMENTAL IMPACT REPORT FOR
AMENDMENT NO. 21, AND ADOPTING CEQA FINDINGS AND
STATEMENT OF OVERRIDING CONSIDERATIONS**

WHEREAS, in 1963, following the voters' 1960 approval of the California Water Resources Development Bond Act, the Santa Barbara County Flood Control and Water Conservation District (District) and the Department of Water Resources (DWR), acting on behalf of the State of California, executed that certain agreement dated February 26, 1963 for the supply and delivery of State Water Project (SWP) water to Santa Barbara County (State SWP Contract); and

WHEREAS, the SWP Contract is substantially identical to agreements between DWR and 28 other public water agencies in California;

WHEREAS, on November 12, 1991, the District and the Central Coast Water Authority (Authority) entered into the Transfer of Financial Responsibility Agreement whereby the Authority assumed full responsibility for all of the District's obligations pursuant to the SWP Contract, and said agreement also contemplates a future assignment of the SWP Contract to the Authority; and

WHEREAS, to date, the SWP Contract has not been assigned to the Authority, therefore the District remains the contracting party to the SWP Contract; and

WHEREAS, to date, the SWP Contract has been amended on numerous occasions since its execution; and

WHEREAS, under the existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use, and the parameters for exchanges of water, while allowed, lack specificity and clear guidance, which impede planning; and

WHEREAS, the Authority, along with other public water agencies with SWP Contracts (PWAs) conducted a series of public negotiations with DWR with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management; and

WHEREAS, in June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to clarify and enhance the terms of the

SWP water supply contract related to water transfers and exchanges to improve water management capabilities and PWA options; and

WHEREAS, in October 2018, DWR circulated a Draft Environmental Impact Report (2018 DEIR) that considered impacts related to the AIP, which at that time also included certain cost allocation sections for the California WaterFix project (WaterFix); and

WHEREAS, in early 2019, Governor Newsom decided not to move forward with California WaterFix and DWR rescinded its approvals of the AIP project. The PWAs and DWR subsequently held a public negotiation and agreed to remove the WaterFix cost allocation sections from AIP, but to retain the water management provisions, and the AIP was finalized on May 20, 2019; and

WHEREAS, the proposed amendment to the SWP Contract for consideration by the Board (Amendment No. 21 – The Water Management Amendment) articulates in contract language the principles of the final AIP; and

WHEREAS, DWR is the lead agency pursuant to the California Environmental Quality Act (CEQA) for the Amendment No. 21 project which is called the “State Water Project Supply Contract Amendments for Water Management” (Project), pursuant to CEQA (Pub. Res. Code §§ 21000, et seq.) and the State CEQA Guidelines (14 CCR §§ 15000, et seq.). As the lead agency, DWR is responsible for assuring that an adequate analysis of the Project’s environmental impacts is conducted; and

WHEREAS, on February 28, 2020, DWR issued a Partially Recirculated Draft Environmental Impact Report (DEIR) for the Project, which was circulated for public review for 94 days through June 1, 2020; and

WHEREAS, DWR prepared a Final Environmental Impact Report for the Project, which included the DEIR, appendices, comments on the DEIR, responses to comments on the DEIR, and revisions to the DEIR (collectively, FEIR); and

WHEREAS, on August 25, 2020, DWR certified the FEIR, adopted CEQA Findings of Fact and Statement of Overriding Considerations and approved the Project; and

WHEREAS, the FEIR concluded that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project (attached as **Exhibit “A”**); and

WHEREAS, the Authority and DWR propose to amend the SWP Contract by approving Amendment No. 21 (The Water Management Amendment) attached as **Exhibit “B”** to this Resolution, the environmental effects of which were studied in the FEIR; and

WHEREAS, the Authority is a responsible agency and has more limited approval and implementing authority over Amendment No. 21 than does the DWR; and

WHEREAS, the Board of Directors of the Authority, at its scheduled public meetings on September 24, 2020 and October 22, 2020 independently reviewed and

considered the FEIR, DWR's CEQA Findings of Fact and DWR's Statement of Overriding Considerations, and other related documents and evidence in the record before it; and

WHEREAS, all the procedures of CEQA and the State CEQA Guidelines have been met, and the FEIR prepared in connection with the Project is sufficiently detailed so that all the potentially significant effects of the Project and the Amendment on the environment and measures feasible to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, as contained herein, the Authority has endeavored in good faith to set forth the basis for its decision on the Amendment.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2.

Based on the findings set forth herein, the Board of Directors approves Amendment No. 21 (The Water Management Amendment) to the SWP Contract, which is attached hereto and incorporated herein as **Exhibit "B."** This resolution constitutes complete and final agreement by the Authority to be bound by the terms of Amendment No. 21 (The Water Management Amendment) to the Contract and this Resolution shall take effect immediately.

SECTION 3.

The Board of Directors hereby authorizes the Executive Director to transmit Amendment No. 21 to the District for the District's execution and delivery of Amendment No. 21 to DWR in accordance with the provisions of the Transfer of Financial Responsibility Agreement between the Authority and the District.

SECTION 4.

A. The FEIR prepared for the Project, which can be found at <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>, is hereby received by the Board and incorporated herein by this reference.

B. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the Board of Directors has reviewed and considered the FEIR, as well as DWR's certification of the FEIR and approval of the Project, and DWR's CEQA Findings of Fact and Statement of Overriding Considerations, and the Board incorporates those items herein by reference. As to those resources within the Authority's power and authority as a responsible agency under CEQA, the Board exercises its independent judgment and finds that the FEIR contains a complete, objective and accurate reporting of the Amendment's impacts.

C. Exercising its independent judgment, the Board adopts the CEQA Findings of Fact and Statement of Overriding Considerations, attached hereto as **Exhibit "C"** and incorporated herein by this reference. The Board further finds that there are no feasible mitigation measures or alternatives within its authority that would substantially lessen or avoid any significant effects that the Project would have on the environment, for the reasons explained in the FEIR and in CCWA's CEQA Findings of Fact and Statement of Overriding Considerations.

D. The Board concurs with the Statement of Overriding Considerations adopted by DWR and, exercising its independent judgment, finds that, within its jurisdiction, the benefits of the Amendment outweigh the adverse environmental impacts not reduced to below a level of significance.

E. The Board hereby authorizes and directs staff to file and have posted a Notice of Determination with the County Clerk and with the State Clearinghouse within five (5) working days of the adoption of this Resolution.

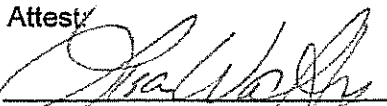
F. The documents and materials that constitute the record of proceedings for this Resolution are located at Central Coast Water Authority, 255 Industrial Way, Buellton, California 93427.

– continued on next page –

I certify that the foregoing Resolution No. 20-01 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held October 22, 2020.


Eric Friedman, Chairman

[Seal]

Attest:

Elizabeth Watkins
Secretary to the Board of Directors

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

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck LLP
General Counsel to the Central Coast Water Authority

Stephanie Osler Hastings

Exhibits:

- A. DWR's CEQA Findings of Fact and Statement of Overriding Considerations
- B. Amendment No. 21 (The Water Management Amendment)
- C. CCWA's CEQA Findings of Fact and Statement of Overriding Considerations

I certify that the foregoing Resolution No. 20-01 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held October 22, 2020.

Eric Friedman, Chairman

[Seal]

Attest:

Elizabeth Watkins
Secretary to the Board of Directors

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

APPROVED AS TO FORM:

Brownstein Hyatt Farber Schreck LLP
General Counsel to the Central Coast Water Authority



Stephanie Osler Hastings

Exhibits:

- A. DWR's CEQA Findings of Fact and Statement of Overriding Considerations
- B. Amendment No. 21 (The Water Management Amendment)
- C. CCWA's CEQA Findings of Fact and Statement of Overriding Considerations



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

October 14, 2020

TO: CCWA Board of Directors

FROM: Ray Stokes
Executive Director *[Signature]*

SUBJECT: Consider Resolution No. 20-01 (1) Approving Amendment No. 21 (Water Management Amendment) to the Water Supply Contract Between The State Of California Department Of Water Resources And Santa Barbara County Flood Control And Water Conservation District; and (2) Making Responsible Agency Findings Pursuant To CEQA For The Final Environmental Impact Report For Amendment No. 21, And Adopting CEQA Findings And Statement Of Overriding Considerations

SUMMARY

CCWA has a long term water supply contract (SWP Contract) with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water.¹ Under the existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use. In addition, while the existing SWP Contract allows for bona fide exchanges of water, it lacks specificity regarding the parameters of such exchanges. Consequently, public water agencies that have SWP Contracts with DWR (PWAs) have relied upon DWR's case by case application, which provides less certainty for planning purposes.

Given changes in hydrology and further constraints placed on DWR's operation of the SWP and to provide flexibility in the future, PWAs and DWR conducted a series of public negotiations with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management. In a December 2017 Notice to Contractors, DWR indicated its desire to supplement and clarify the water management tools through this public process. In June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to accomplish this goal. These principles included clarifying existing practices for exchanges, providing new flexibility for single and multi-year non-permanent water transfers, allowing PWAs to set terms of compensation for transfers and exchanges, providing for the limited transfer of carryover and Article 21 water, and adding provisions to ensure transparency, among some others. In October 2018, a Draft Environmental Impact Report (DEIR) was circulated for the proposed project.

In addition, the AIP at the time included certain cost allocation sections for the California WaterFix project (WaterFix). In early 2019, the Governor decided not to move forward with

¹ The SWP Contract was executed in 1963 by the Santa Barbara County Flood Control and Water Conservation District (District) and DWR. On November 12, 1991, the District and CCWA entered into the Transfer of Financial Responsibility Agreement whereby CCWA assumed full responsibility for all of the District's obligations pursuant to the SWP Contract. However, the District remains the contracting party to the SWP Contract.

WaterFix and DWR rescinded its approvals of the project. After this shift the PWAs and DWR held a public negotiation and agreed to remove the WaterFix cost allocation sections from AIP, but to keep all of the water management provisions in the AIP. The AIP was finalized on May 20, 2019. DWR decided to amend and recirculate the DEIR. In February 2020, DWR published the Partially Recirculated DEIR for the State Water Project Supply Contract Amendments for Water Management (Project) and in August 2020, DWR certified the Final EIR for the Project.

The proposed amendments to the SWP Contract for consideration by the Board of Directors are based on the AIP, which has been converted into contract amendment language developed by PWA and DWR attorneys. If approved by the Board, the proposed amendment would be effective when 24 of the SWP PWAs execute the amendment. The proposed contract amendment – **“Amendment No. 21 (Water Management Amendment) to the SWP Contract”** – is attached as **Exhibit B** to the proposed Resolution No. 20-01 for consideration by the Board.

DISCUSSION

Background

The SWP Contract has been amended nineteen (19) times; most recently in 2003.² The last update to the water management rules governing SWP operations was in 1994.

Existing article 56(d) of the SWP Contract provides the only mechanism for non-permanent transfers of SWP water between PWAs. This mechanism is called the Turnback Pool. As indicated above, it allows transfers in a limited and specific manner and it is rarely utilized. In addition, Section 56(f) allows PWAs to enter into bona fide exchanges of water with other PWAs, but it lacks specificity regarding the parameters. As a result, DWR has applied Section 56(f) on a case by case basis, which has provided less certainty for PWA planning purposes.

Consequently, DWR and the PWAs worked together to find solutions to develop water supply management practices to enhance management flexibility for SWP water supplies in a changing environment. The proposed contract amendment for the Board’s consideration supplements and clarifies terms of the SWP water supply contract related to water transfers and exchanges within the SWP service area to improve water management capabilities and options. The proposed amendment does not increase SWP diversions or change SWP operations.

Transfers

Specifically, the proposed contract amendment does the following, among other things, regarding transfers:

- Removes the Turnback Pool language from the contract.
- Creates new flexibility for non-permanent transfers, including allowing PWAs to transfer water to other PWAs outside their service area, to determine the duration (either single or multi-year) and terms of compensation for transfers, to execute Transfer Packages (2 or more transfer agreements between the same PWAs), and to transfer water stored outside their service territory directly to other PWAs.
- Requires certain conditions be met to avoid harm to the SWP and other PWAs.
- Requires DWR approval based on satisfaction of such conditions.

² Amendment No. 20 to the SWP Contract is the Contract Extension Amendment which is not yet effective.

- Permits PWAs to transfer Article 21 water with DWR approval after a demonstration of special need.
- Allows PWAs to transfer or exchange up to 50% of their carryover water.
- Adds provisions to ensure transparency.
- Provides for a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by a transfer.

Exchanges

The proposed contract amendment does the following, among other things, with regards to exchanges of water:

- Establishes clear criteria for exchanges to provide more clarity.
- Sets exchange ratios based on Annual Table A water allocation percentages, up to 5 to 1.
- Sets the maximum cost compensation for an exchange.
- Allows exchanges to be carried out over a 10 year period (meaning water could be returned over 10 years).
- Permits the exchange or transfer of up to 50% of PWAs carryover water.
- Requires certain conditions to be met to avoid harm to the SWP and other PWAs.
- Adds provisions to ensure transparency.
- Provides for a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by an exchange.

In addition to the above, the proposed amendment permits PWAs to participate in multiple transfers or exchanges each year, as well as to be both buyers and sellers in the same year. PWAs may also petition DWR for exceptions to the some of the above criteria upon a demonstration of special needs or circumstances. Overall, the proposed amendments provide improved flexibility for PWAs to utilize water transfers and exchanges to better manage their SWP water supplies in a dynamic environment.

Proposed Amendment Implementation Schedule

The proposed contract amendment to the SWP Contract is a uniform amendment that all PWAs are considering. Pursuant to the terms of the proposed amendment, it will not go into effect until the last day of the month after 24 PWAs have executed the contract amendment. If 24 or more PWAs have not executed the amendment by February 28, 2021, DWR may decide in consultation with those PWAs who have executed it whether to allow the amendment to take effect.

Compliance with CEQA

DWR, Lead Agency

On February 28, 2020, DWR published the 2020 Partially Recirculated DEIR for the Project. The Partially Recirculated DEIR was circulated for 94 days through June 1, 2020. On August 25, 2018, DWR certified the Final EIR for the Project. The Final EIR determined that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project. On August 28, 2020, DWR filed a Notice of Determination for the Project. The Final EIR and CEQA Findings of Fact and Statement of Overriding

Considerations comply with CEQA. DWR's Notice of Determination, Partially Recirculated DEIR, and Final EIR can be found on the official DWR website at: <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>. **DWR's CEQA Findings and Statement of Overriding Considerations** is attached as **Exhibit A** to proposed Resolution 20-01 for the Board's review and consideration.

CCWA, Responsible Agency

Before approving the proposed amendment to the SWP Contract, CCWA, as a Responsible Agency under CEQA, is required to certify that it has reviewed and considered the information in the certified Final EIR for the Project. In addition, because the certified Final EIR identified significant and unavoidable impacts to the environment, CCWA must adopt CEQA Findings of Fact and Statement of Overriding Considerations.

Pursuant to the authority delegated to Staff pursuant to CCWA Resolution No. 15-01 (CCWA CEQA Guidelines), Staff has prepared the **CEQA Findings of Fact and Statement of Overriding Considerations** which is attached as **Exhibit C** to the proposed Resolution 20-01 for the Board's review and consideration.

CCWA Implementing Policies and Procedures

Staff anticipates that the Board's approval of the proposed amendment may require that CCWA adopt policies and procedures to administer and implement the proposed amendment within CCWA. For example:

1. **Due Diligence:** In the event that CCWA proposes an exchange or transfer pursuant to the proposed amendment, CCWA must certify to DWR that the proposed exchange or transfer will not negatively impact either DWR or CCWA's ability to meet their demand or have a negative financial impact on DWR or CCWA. Accordingly, CCWA would need to obtain certification from the project participants proposing the exchange or transfer.
2. **Stored Water/Carryover Water:** Similarly, in the event that a CCWA project participant proposes to exchange or transfer more than 50% of its carryover water, CCWA must certify to DWR that the transaction will not prevent the participant from meeting critical water supply needs during a proscribed period. Accordingly, CCWA would need to obtain certification from the project participants proposing the exchange or transfer.
3. **Transfer of Article 21 Water:** The proposed amendment allows for the transfer of Article 21 with DWR approval. Article 21 is allocated on a real-time basis, meaning if DWR declares Article 21 to be available, it is taken in real-time. Historically, CCWA has allocated Article 21 to CCWA participants that are actually taking SWP water at the time. It may be appropriate to develop policies and procedures regarding any CCWA participant's election to transfer any Article 21 water allocated to them.
4. **Long-Term Transfers:** The proposed amendment will allow for the long-term transfer of Table A amount for the duration of the term of the SWP Contract. Procedures may be required to clarify how this option may be implemented consistent with CCWA's Water Supply Agreements with each CCWA participant.
5. **Exchange/Transfers:** To accommodate concurrent exchanges and transfers where CCWA participants are acting as buyers and sellers, CCWA will need to develop a program to administer these transactions. CCWA's Supplemental Water Purchase

Program only addresses transactions whereby one or more CCWA participants are the buyer.

FINANCIAL CONSIDERATIONS

N/A

RECOMMENDATION

Staff recommends:

- A. Board approval of Resolution No. 20-01:
 - (1) Approving Amendment No. 21 (Water Management Amendment) To The Water Supply Contract Between The State Of California Department Of Water Resources And Santa Barbara County Flood Control And Water Conservation District; And
 - (2) Making Responsible Agency Findings Pursuant To CEQA For The Final Environmental Impact Report For Amendment No. 21, And Adopting CEQA Findings And Statement Of Overriding Considerations
2. Board direction to Staff to prepare policies and procedures necessary or convenient to implement the proposed amendment for consideration by the Board at a future meeting.

Attachment:

Resolution No. 20-01

Exhibits:

- A. DWR's CEQA Findings of Fact and Statement of Overriding Considerations
- B. Amendment No. 21 (The Water Management Amendment)
- C. CCWA's CEQA Findings of Fact and Statement of Overriding Considerations

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814

County Clerk
County of:
Address:

From:

Public Agency: Central Coast Water Authority
Address: 255 Industrial Way Buellton CA 93427
Contact: Ray Stokes, P.E.
Phone: 805-688-2292

Lead Agency (if different from above):
Department of Water Resources
Address: 1416 Ninth Street Sacramento CA 95814
Contact: David Rizzardo, P.E.
Phone: 916-563-9593

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2018072033

Project Title: State Water Project Water Supply Amendments for Water Management

Project Applicant: Department of Water Resources

Project Location (include county): SWP Facilities and Service Areas, including the County of Santa Barbara

Project Description:

The proposed project would add, delete, modify, and clarify provisions of the Contracts that will improve water management regarding transfers and exchanges of SWP water within the SWP service area. The proposed project would not build new or modify existing SWP facilities nor change CCWA's annual Table A amounts. The proposed project would not change the water supply delivered by the SWP, as SWP water would continue to be delivered to CCWA consistent with the current contract terms and regulatory requirements.

This is to advise that the Central Coast Water Authority has approved the above (Lead Agency or Responsible Agency)

described project on (date) and has made the following determinations regarding the above described project.

- 1. The project will have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

https://water.ca.gov/News/Public-Notices

Signature (Public Agency): [Signature] Title: Executive Director

Date: 10-22-20 Date Received for filing at OPR:



November 3, 2020

Honorable Gregg Hart, Chair and
Members of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

Re: Santa Barbara Flood Control and Water Conservation District Approval of
Assignment of the State Water Contract Assignment to the Central Coast
Water Authority, or in the Alternative, District Execution of Contract Extension
Amendment

Dear Chair Hart and Members of the Board of Supervisors:

On behalf of the Central Coast Water Authority (CCWA), I am again writing to request that the Santa Barbara County Board of Supervisors (Board), acting in its capacity as the governing board of the Santa Barbara County Flood Control and Water Conservation District (District), formally approve assignment of the State Water Contract from the District to CCWA, as described in the proposed Assignment, Assumption and Release Agreement (Assignment Agreement), attached to this letter. In the alternative, I request that the District execute Amendment No. 20 (Contract Extension Amendment) to the State Water Contract.

A. Assignment of State Water Contract to CCWA

As you know, on October 26, 2017, more than three years ago, CCWA's Board of Directors unanimously¹ approved a draft of the proposed Assignment, Assumption and Release Agreement, specifically agreeing to assume all responsibility for, and liability regarding, the State Water Contract, and the full release of the County from all responsibility and liability. (See CCWA Resolution No. 17-04, attached.) The Department of Water Resources (DWR) has also, informally, agreed to assignment of the State Water Contract, but DWR will not provide its final approval until the Board, on behalf of the District, has approved the assignment.

¹ In 2017, all eight members of CCWA individually approved assignment of the State Water Contract from the District to CCWA. CCWA's eight members are all public agencies whose elected officials are directly responsible to their ratepayers and voters who fund the cost of the State Water Project facilities and the supplemental water supply that serves more than 85 percent of the County's residents and businesses. CCWA's members include: City of Buellton, City of Guadalupe, City of Santa Barbara, City of Santa Maria, Carpinteria Valley Water District, Goleta Water District, Montecito Water District, and Santa Ynez River Water Conservation District, Improvement District No. 1. Of the 42 elected officials who considered assignment of the State Water Contract from the District to CCWA, only two voted against assignment, and one (then City of Santa Barbara Councilmember Gregg Hart) abstained.

On September 17, 2018, and then again on January 31, 2019, CCWA requested that the Board consider and approve assignment of the State Water Contract from the District to CCWA. Those prior requests, which exhaustively detail all of the benefits of the proposed assignment and specifically address questions raised by your Board, are attached to this letter for your reference re. It has now been nearly two years since CCWA's last request for the Board's consideration of this matter. In the meantime, CCWA's staff has met and conferred with District staff on numerous occasions in an effort to address any remaining District questions or concerns.

In light of several time-sensitive matters of critical financial importance to CCWA's project participants, and their ratepayers, most importantly, approval of the Contract Extension Amendment (discussed below),² CCWA cannot wait for the Board's consideration of the proposed assignment any longer. CCWA requests that the Board agendaize this matter for its consideration no later than January 29, 2021 and vote to approve assignment of the State Water Contract to CCWA. In the event the Board approves assignment of the State Water Contract, the Board may disregard CCWA's second request in Section B below.

B. Amendment No. 20 (Contract Extension) to the State Water Contract

At the same time that CCWA made its last request for the Board's approval of assignment of the State Water Contract, on January 24, 2019, CCWA's Board of Directors unanimously approved Amendment No. 20 to the State Water Contract – the Contract Extension Amendment, a copy of which is attached to this letter.³ Given that CCWA had already requested the Board's approval of assignment of the State Water Contract, at the time, CCWA staff anticipated that the Board's approval of the Contract Extension Amendment would not be required because CCWA itself, as the contracting agency following assignment, would execute the amendment. However, since the Board has not approved assignment to date, CCWA believes that execution of the amendment cannot wait any longer⁴ —it is vitally important the District execute the Contract Extension Amendment as soon as possible in order to preserve and protect CCWA's participants' investments in the State Water Contract and the future viability of the essential supplemental water supply that the State Water Contract makes available to Santa Barbara County.

The State Water Contract expires on February 26, 2038, less than 20 years from now. Typically, DWR finances capital projects over a 30-year period to take advantage of the most favorable rates. However, since the contract expires in less than 20 years from now, DWR has been forced to finance capital projects over a shorter, 15-year bonding period, which has resulted in compression of the repayment schedule and less favorable financing terms. The Contract Extension Amendment alleviates this problem by extending the contract term to 2085.

Absent the District's approval of the Contract Extension Amendment, and corresponding longer bonding period, CCWA's project participants will realize ever-increasing capital charges associated with their participation in the State Water Project due to the continued shortening of the bonding period. DWR must have the ability to finance large capital expenditures over a typical 30 year bonding period to help offset further increases in the charges to CCWA and its project participants. DWR has estimated that CCWA's share of the project's capital projects between

² See also, CCWA's October 28, 2020 request that the District execute Amendment No. 21 (Water Management Amendment). (See October 28, 2020 Letter from R. Stokes, CCWA to M. Young, District.)

³ DWR provided the Contract Extension Amendment to the District and CCWA on October 29, 2018.

⁴ The District is one of the last State Water Contractors that has not executed the Contract Extension Amendment.

now and 2035, not including the Delta Conveyance Project, could exceed \$100 million, all of which would be passed on to CCWA's project participants.

In addition to extending the term of the State Water Contract, and thus the financing period for capital projects, the Contract Extension Amendment has numerous other benefits for CCWA's project participants as well. For example, the amendment increases certain credits provided to the District and other State Water Project contracting agencies called, "rate management credits." These credits are applied against charges that are allocated roughly in proportion to the capital charges paid by each contractor. Because the facilities constructed to deliver State Water Project water to Santa Barbara County were constructed in the 1990's, as opposed to the early 1960's as was the case for the other 28 contractors, CCWA's proportionate share of total capital payments is very large.⁵ As a result, CCWA receives a higher share of rate management credits to partially offset these capital charges. The Contract Extension Amendment *increases* the maximum rate management credits from \$40.5 million per year available for all contractors, to \$48 million per year, an increase of \$7.5 million per year. CCWA's share of the increase is projected to be approximately \$520,000 per year, or roughly \$7.8 million between 2020 and the year 2035.⁶

In addition, since the District executed the State Water Contract in 1963, DWR has used a defined interest rate to amortize all capital and certain operations and maintenance costs called the "project interest rate" (PIR). The PIR is essentially a melded rate of DWR's general obligation debt which has remained fixed for many years at 4.610%. The PIR is also used to collect interest for under-payments from contracting agencies on the various components of project charges and to pay interest on over-payments by contracting agencies. Recently, DWR significantly increased the operations and maintenance costs to CCWA, and specifically, the 2019 charges, which increased from around \$10 million to \$24 million due to a large under-collection coupled with current year increases. These under-collections by DWR to CCWA meant CCWA paid interest to DWR at the 4.610% PIR —approximately \$1.2 million. The Contract Extension Amendment eliminates the PIR. Had the Contract Extension Amendment been in place in 2019, CCWA's project participants would have saved \$1.2 million.

In sum, the financial benefits of the Contract Extension Amendment to CCWA and its project participants, and thus to all of Santa Barbara County, are considerable. Thus, the District's failure to execute the Contract Extension Amendment on behalf of CCWA and its project participants would not only result in the continued adverse financial consequences of a shortened financing period, but CCWA and its participants would also be deprived of the significant financial benefits the Contract Extension Amendment affords.

C. Call for Immediate Board Action No Later than January 29, 2021

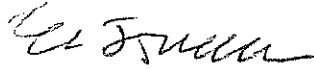
CCWA requests that the Board formally approve assignment of the State Water Contract from the District to CCWA, as described in the proposed Assignment, Assumption and Release Agreement. In the alternative, in the event the Board does not approve assignment of the State Water Contract to CCWA by January 29, 2021, and therefore the District remains the contracting agency for the State Water Contract, CCWA requests that the Board of Supervisors agendaize the Contract Extension Amendment for the Board's consideration no later than January 29, 2021. CCWA urges the Board, on behalf of CCWA, to execute the Contract Extension Amendment.

⁵ CCWA is the third highest paying contractor.

⁶ Rate management credits will no longer be available beginning in 2036.

If you have any questions or require any additional information, please let me know.

Respectfully,



Eric Friedman
Chair of the Board of Directors

cc: Karla Nemeth, Director, Department of Water Resources
Pedro Villalobos, Chief, Water Contracts Branch, State Water Project Analysis Office
James (Tripp) Mizell, Office of the Chief Counsel, Department of Water Resources
Jennifer Pierre, State Water Contractors
CCWA Board of Directors
Eric Friedman, Chair, City of Santa Barbara
Ed Andrisek, Vice Chair, City of Buellton
Farfalla Borah, Goleta Water District
Jeff Clay, Santa Ynez River Water Conservation District, ID #1
Shirley Johnson, Carpinteria Valley Water District
Gina Rubalcaba, City of Guadalupe
Etta Waterfield, City of Santa Maria
Floyd Wicks, Montecito Water District
CCWA Operating Committee
Mike Alvarado, La Cumbre Mutual Water Company
Paeter Garcia, Santa Ynez River Water Conservation District, ID #1
Rose Hess, City of Buellton
Robert McDonald, Carpinteria Valley Water District
John McInnes, Goleta Water District
Pernell Rush, Vandenberg AFB 30 CES/CEOEO 1028
Shad Springer, City of Santa Maria
Shannon Sweeney, City of Guadalupe
Cathy Taylor, City of Santa Barbara
Nick Turner, Montecito Water District
Matt van der Linden, City of Solvang
Mona Miyasato, County Executive Officer, Santa Barbara County
Matt Young, Water Agency Manager, Santa Barbara County FC&WCD
Tom Fayram, Deputy Director, Santa Barbara County Public Works Dept.
Johannah Hartley, Deputy County Counsel, Santa Barbara County

Attachments:

1. Assignment, Assumption and Release Agreement
2. 2017 CCWA Resolution No. 17-04 approving assignment of the State Water Contract (without attachments)
3. September 17, 2018 Letter from Ray Stokes, CCWA to Tom Fayram, SBCFCWCD
4. March 23, 2020 Letter from Eric Friedman, Chair, CCWA to Gregg Hart, Chair and Members of the Santa Barbara County Board of Supervisors
5. Amendment No. 20 (Contract Extension Amendment) to the State Water Contract

ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT
REGARDING STATE WATER SUPPLY CONTRACT
FOR SANTA BARBARA COUNTY

This **ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT** (the “**Agreement**”) is made by and between the Santa Barbara County Flood Control and Water Conservation District (the “**District**”), the Central Coast Water Authority (the “**Authority**”), and the California Department of Water Resources (the “**DWR**”) (each, a “**Party**” and collectively, the “**Parties**”), with reference to the following facts and intentions. This Agreement is effective as of _____, 2020, which is the last date of signature by all Parties hereto (the “**Effective Date**”).

RECITALS

A. As of February 23, 1963, the District entered into a Water Supply Contract with the DWR (the “**State Water Supply Contract**”) with respect to the delivery of 57,700 acre feet per year of water from the State Water Project to Santa Barbara County. Said quantity of water is set forth in “**Table A**” to the State Water Supply Contract and is therefore referred to as the “**Table A Allocation**.” As permitted by Article 45(e) of the State Water Supply Contract, the District elected to delay construction of the facilities that would be required to permit delivery of the Table A Allocation.

B. In 1981, the District and the DWR executed Amendment No. 9 to the State Water Supply Contract whereby the District agreed to reduce its Table A Allocation to 45,486 acre feet per year (“**Amended Table A Allocation**”). The balance of the Table A Allocation, which is 12,214 acre feet per year, is referred to as the “**Suspended Table A Allocation**.”

C. On various dates between 1985 and 1988, the District entered into a series of agreements, each called a “**Water Supply Retention Agreement**,” with various cities, water districts, and other retailers and end users of water (the “**Participant(s)**”). Under each Water Supply Retention Agreement, the District assigned a specified portion of the Amended Table A Allocation to the Participant.

D. In August 1991, the Authority was formed by eight public agencies (“**Members**”), each of whom was a Participant. The Authority entered into a series of agreements, each called a “**Water Supply Agreement**,” with each Member and several additional Participants. Each of the Water Supply Agreements included a provision that the rights held by each Participant under its Water Supply Retention Agreement with the District was assigned to the Authority, in return for the delivery of that water by the Authority to the Participant. Each of the remaining Participants elected not to participate further and assigned its respective rights under its Water Supply Retention Agreement with the District to the Authority.

E. On November 12, 1991, the Authority and the District entered into a “**Transfer of Financial Responsibility Agreement**” under which the Authority agreed, *inter alia*, to accept responsibility for all financial obligations of the District under the State Water Supply Contract.

F. In August 1997, the Authority completed construction and permanently fixed the size and delivery capability of the transportation and treatment system by which water under the State Water Supply Contract would be delivered to those Participants having entered into Water Supply Agreements with the Authority.

G. In August 1997, the first delivery of water to Santa Barbara County pursuant to the State Water Supply Contract was made.

H. Since the formation of the Authority and in connection with the Authority’s ownership and operation of the transportation and treatment system connecting the State Water Project to Santa Barbara County, it has been the intention of the Authority and the District that the Authority receive all rights, and assume all of the District’s obligations, under the State Water Supply Contract, and that the District be released from all such obligations. The Parties desire to enter into this Agreement to effectuate such assignment, assumption, and release.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Agreement by this reference, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date of this Agreement, the District does hereby assign, transfer, and set over to the Authority, without recourse and without representation or warranty of any kind, all of the District’s rights, title, and interest in, to, and under the State Water Supply Contract (including, but not limited to, the District’s rights to delivery of the Table A Allocation, inclusive of the Suspended Table A Allocation), along with all liabilities and obligations of the District arising from or under the State Water Supply Contract. This assignment is absolute and presently effective.

2. **Assumption.** Effective as of the Effective Date of this Agreement, the Authority accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the District’s liabilities and obligations arising from or under the State Water Supply Contract, including any and all obligations to make payments, indemnifications or reimbursements thereunder, and agrees to be bound by and to keep, perform and observe the terms, covenants and conditions of the District under the State Water Supply Contract. The Authority agrees to be bound by said State Water Supply Contract to the same extent as if it had been an original party to said instrument and accepts and agrees to perform all of the District’s obligations therein.

3. **Authority Indemnification and Release.** The Authority hereby releases and forever acquits, discharges and holds harmless and shall indemnify the District from and against any and all liabilities (at law or in equity), obligations, liens, claims, orders, rulings, losses, damages, assessments, fines, penalties, injuries, demands, actions, judgments, suits, costs, expenses, or disbursements of any kind (including attorneys' fees and costs) which may at any time on or after the Effective Date be imposed on, incurred by, or asserted against the District by any third party, based on, resulting from, in any way relating to, in connection with, or arising out of the State Water Supply Contract, except to the extent caused by the District's gross negligence or willful misconduct.

4. **DWR Consent and Release.** DWR hereby consents to the assignment, transfer, and assumption described herein, and releases the District from all liabilities and obligations arising from or under the State Water Supply Contract. DWR shall hold the Authority responsible for all liabilities and obligations of the District arising from or under the State Water Supply Contract to the same extent as if the Authority had been an original party to said instrument.

5. **Right of First Refusal Regarding Permanent Out-Of-County Sale.** If at any time following the Effective Date of this Agreement, a Participant proposes to sell or otherwise dispose of all or any portion of its Project Allotment (as that term is defined in the Participant's Water Supply Agreement), such that such Project Allotment ("**Sale Allotment**") will no longer be delivered to end users within the County of Santa Barbara County ("**Permanent Out-of-County Sale**"), the Authority's approval of such Permanent Out-of-County Sale as required by the Participant's Water Supply Agreement shall be subject to a right of first refusal by the District to take delivery of such Sale Allotment on the same terms and conditions ("**District's Right of First Refusal**"). For clarity, the District's Right of First Refusal shall be secondary and subordinate to the right of first refusal held by each Participant pursuant to the provision of each Participant's Water Supply Agreement that provides for the "Sale or Other Disposition of Project Allotment."

6. **Reimbursement.**

a. **Reacquisition of Suspended Table A Allocation.** If at any time following the Effective Date of this Agreement, the Authority reacquires the Suspended Table A Allocation, the Authority shall reimburse the District for an amount equivalent to the amount the District otherwise would have been entitled to pursuant to Article 45(j) of the State Water Supply Contract. If the Authority elects to reacquire only a portion of the Suspended Table A Allocation, then the reimbursement shall be for a corresponding proportionate share of the overpayment, as provided in Article 45(j). Subject to all laws, including but not limited to the California Environmental Quality Act, the Authority shall make all reasonable best efforts to consider and analyze reacquisition of the Suspended Table A Allocation within a reasonable period of time following the Effective Date. If at any time following the Effective Date of this Agreement, the Authority elects not to purchase all or a portion of the Suspended Table A Allocation (the Suspended Table A Allocation not reacquired being the "**Excess Table A**

Allocation”), and DWR reimburses the Authority for all or a portion of the overpayment attributable to the Excess Table A Allocation pursuant to Article 45(j), the Authority shall deliver such reimbursement to the District.

b. **Permanent Out-of-County Sale.** If at any time following the Effective Date of this Agreement, a Permanent Out-of-County Sale is completed, the Authority shall reimburse the District in an amount equivalent to the portion of the actual Transportation Capital Costs, Transportation Minimum OMP&R and the Delta Water Charges, as those terms are defined in the State Water Supply Contract, that bears the same ratio as the Sale Allotment bears to the Table A Allocation for the period in which the District was fully responsible for the State Water Supply Contract. As determined in the calendar year 2019 DWR Statement of Charges, the actual costs paid by the District for the calendar year 1964 to the year 1985 total \$8,922,919, as set forth in the schedule attached as **Exhibit A** to this Agreement, which is incorporated by this reference.

7. **Governing Law and Jurisdiction.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

8. **Waiver.** Any waiver or failure to declare a breach as a result of the violation of any term or condition of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel or waiver by any Party to that term or condition.

9. **Counterparts.** The Parties may execute this Agreement in counterpart. The Parties agree to accept facsimile or PDF signatures as original signatures.

10. **Authorization.** Each signatory represents and warrants that he or she has the appropriate authorization to enter into this Agreement on behalf of the Party for whom he or she signs.

11. **Other Agreements and Term Sheet.**

a. **Transfer of Financial Responsibility Agreement.** Upon the Effective Date of this Agreement, the Transfer of Financial Responsibility Agreement shall automatically terminate and this Agreement shall supersede all provisions of the Transfer of Financial Responsibility Agreement.

b. **Water Supply Retention Agreements.**

(i) **Assignment and Assumption.** Effective as of the Effective Date of this Agreement, the District does hereby assign, transfer, and set over to the Authority, without recourse and without representation or warranty of any kind, all of the District’s rights, title, and interest in, to and under all the existing Water Supply Retention

Agreements, along with all liabilities and obligations of the District arising from or under the Water Supply Retention Agreements. The Authority accepts such assignment without recourse and without representation or warranty of any kind, and assumes all of the District's liabilities and obligations arising from or under the Water Supply Retention Agreements, including any and all obligations to make payments, indemnifications, or reimbursements thereunder, and agrees to be bound by and to keep, perform, and observe the terms, covenants, and conditions of the District under the Water Supply Retention Agreements. The Authority agrees to be bound by the Water Supply Retention Agreements to the same extent as if it had been an original party to said instruments and accepts and agrees to perform all of the District's obligations therein.

(ii) **Release and Indemnification.** The Authority hereby releases and forever acquits, discharges, and holds harmless and shall indemnify the District from and against any and all liabilities (at law or in equity), obligations, liens, claims, orders, rulings, losses, damages, assessments, fines, penalties, injuries, demands, actions, judgments, suits, costs, expenses, or disbursements of any kind (including attorneys' fees and costs), which may at any time on or after the Effective Date be imposed on, incurred by or asserted against the District by any third party, based on, resulting from, in any way relating to, in connection with, or arising out of the Water Supply Retention Agreements, except to the extent caused by the District's gross negligence or willful misconduct.

c. **Term Sheet Regarding Reacquisition of Table A Water.** Upon the Effective Date of this Agreement, the Term Sheet Regarding Reacquisition of Table A Water approved by the District on or about December 13, 2016 ("**Term Sheet**") shall automatically terminate and this Agreement shall supersede all provisions of the Term Sheet.

12. **Notices.** All communications or notices in connection with this Agreement shall be in writing and either hand-delivered or sent by U.S. first class mail, postage prepaid, or electronic mail followed by written notice sent by U.S. mail and addressed to the Parties as follows:

Santa Barbara County Flood Control and Water Conservation District
Fray Crease, Water Agency Manager
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101-2019
Tel: (805) 568-3542
fcrease@cosbpw.net

Central Coast Water Authority
Ray Stokes, Executive Director
255 Industrial Way
Buellton, CA 93427-9565
Tel: (805) 697-5214
ras@ccwa.com

California Department of Water Resources
[ADD CONTACT]

13. **Construction and Interpretation.** The Parties agree and acknowledge that the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

14. **Entire Agreement and Amendment.** This Agreement is the entire understanding of the Parties in respect of the subject matter hereof. There are no other promises, representations, agreements or warranties by any of the Parties. This Agreement may only be amended by a writing signed by all of the Parties. Each Party waives its right to assert that this Agreement was affected by oral agreement, course of conduct, waiver or estoppel.

– Signatures Follow on Next Page –

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**SANTA BARBARA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: _____
Fray Crease, Water Agency Manager

By: _____
Michael C. Ghizzoni, County Counsel

Date: _____

CENTRAL COAST WATER AUTHORITY

APPROVED AS TO FORM:

By: _____
Ray Stokes, Executive Director

By: _____
Stephanie Osler Hastings
Brownstein Hyatt Farber Schreck, LLP

Date: _____

**CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

APPROVED AS TO FORM:

By: _____
Karla Nemeth, Director

By: _____
Spencer Kenner, Chief Counsel

Date: _____

EXHIBIT A: Schedule of costs paid by District from 1964 to 1985

RESOLUTION NO. 17-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CENTRAL COAST WATER AUTHORITY APPROVING
AMENDMENTS OF THE WATER SUPPLY AGREEMENTS BETWEEN
THE AUTHORITY AND ITS MEMBERS AND
APPROVING THE ASSIGNMENT, ASSUMPTION, AND RELEASE
AGREEMENT BETWEEN THE AUTHORITY, THE COUNTY OF SANTA
BARBARA FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AND THE DEPARTMENT OF WATER RESOURCES**

WHEREAS, in 1963, following the voters' 1960 approval of the California Water Resources Development Bond Act, the Santa Barbara County Flood Control and Water Conservation District (District) and the Department of Water Resources (DWR), acting on behalf of the State of California, executed that certain agreement dated February 26, 1963 for the supply of State Water Project (SWP) water to Santa Barbara County (State Water Supply Contract); and

WHEREAS, beginning in 1982, the District entered into a series of "Water Supply Retention Agreements" with various cities, water districts, and other retailers and end users of water in Santa Barbara County (Participant(s)) for the purpose of shifting responsibility for the costs associated with the State Water Supply Contract from the District to the Participants; and

WHEREAS, in 1991, eight (8) public agencies that provide retail water supply service within Santa Barbara County (Members), all of whom were and are Participants, formed the Central Coast Water Authority as a Joint Powers Agency pursuant to Government Code section 6500 *et seq.* by that certain Joint Exercise of Powers Agreement dated August 1, 1991 (Authority); and

WHEREAS, thereafter, the Authority entered into a series of "Water Supply Agreements" with each Member. The Water Supply Agreements assigned each Member's contractual rights to SWP water, acquired pursuant to the Member's Water Supply Retention Agreement, to the Authority in return for the Authority's delivery of SWP water to the Member; and

WHEREAS, on November 12, 1991, the District and the Authority entered into the Transfer of Financial Responsibility Agreement whereby the Authority assumed full responsibility for all of the District's obligations pursuant to the State Water Supply Contract, which agreement also contemplates a future assignment of the State Water Supply Contract to the Authority; and

WHEREAS, the Authority now desires to assume all of the District's rights and obligations under the State Water Supply Contract and DWR has indicated its willingness to consider releasing the District and assigning the State Water Supply Contract to the Authority; and

WHEREAS, Article 34 of the State Water Supply Contract provides that if in any year the District fails or is unable to raise sufficient funds by other means to make the

payments required by the State Water Supply Contract, the Board of Supervisors of the County of Santa Barbara, as the governing body of the District, shall levy upon all property in the District's jurisdiction not exempt from taxation, a tax or assessment sufficient to provide for all payments under the State Water Supply Contract then due or to become due within that year; and

WHEREAS, in order to approve assignment of the State Water Supply Contract, DWR requires assurance that the Authority is authorized and empowered to contract with DWR, including but not limited to fulfilling the requirements of Article 34 of the State Water Supply Contract; and

WHEREAS, pursuant to Government Code section 6502, if authorized by its legislative or other governing bodies, a Joint Powers Authority may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, so long as such power is expressly stated in the joint powers agreement; and

WHEREAS, all of the Authority's Members possess the power to levy a tax or assessment upon property not exempt from taxation within their respective jurisdictions; and

WHEREAS, it is in the public interest for the Authority to accept assignment of the State Water Supply Contract to permit the Authority to contract directly with DWR and to relieve the District of all responsibility for the State Water Supply Contract, as was intended in 1991 at the time the Authority was created; and

WHEREAS, each and all of the Members desire to authorize the Authority to contract with DWR directly; and

WHEREAS, the Authority has determined that amendment of the Joint Exercise of Powers Agreement and each Member's Water Supply Agreement is necessary and appropriate to authorize the Authority to contract with DWR directly; and

WHEREAS, the governing body of each Member has or will consider approval of: (1) amendment of the Joint Exercise of Powers Agreement authorizing the Authority to contract with DWR directly, along with all necessary and incidental powers as may be required by the Authority to carry out the Authority's rights and obligations under the State Water Supply Contract, including, but not limited to, the right to levy a tax or assessment on all property within the jurisdiction of the Authority not exempt from taxation; and (2) amendment of the Member's Water Supply Agreement with the Authority acknowledging and agreeing to the Authority's right to levy a tax or assessment on all property within the jurisdiction of the Authority not exempt from taxation, as may be required by the Authority to carry out the Authority's rights and obligations under the State Water Supply Contract.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2.

The Board of Directors approves amendments to the Water Supply Agreements between the Authority and each of its Members (collectively, the Amendments), whereby each Member acknowledges and agrees to the Authority's right to levy a tax or assessment on all property within the jurisdiction of the Authority not exempt from taxation, as may be required by the Authority to carry out the Authority's rights and obligations under the State Water Supply Contract, and authorizes the Chair of the Board to execute each of the Amendments. The Amendments are listed below and attached hereto as **Exhibit A**.

1. First Amendment to the Water Supply Agreement between the Authority and the City of Buellton;
2. Third Amendment to the Water Supply Agreement between the Authority and the City of Guadalupe;
3. Second Amendment to the Water Supply Agreement between the Authority and the City of Santa Barbara;
4. Third Amendment to the Water Supply Agreement between the Authority and the City of Santa Maria;
5. First Amendment to the Water Supply Agreement between the Authority and the Carpinteria Valley Water District;
6. First Amendment to the Water Supply Agreement between the Authority and the Goleta Water District;
7. Third Amendment to the Water Supply Agreement between the Authority and the Montecito Water District; and
8. Second Amendment to the Water Supply Agreement between the Authority and the Santa Ynez River Water Conservation District, Improvement District No. 1.

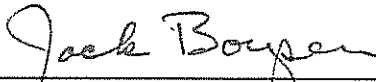
SECTION 3.

Subject to the Authority's receipt of each Member's approval and execution of both (1) the First Amendment to the Joint Exercise of Powers Agreement creating the Central Coast Water Authority, attached hereto as **Exhibit B**; and (2) amendment of the Member's Water Supply Agreement with the Authority (see Exhibit A), the Board of Directors agrees to accept assignment of the State Water Supply Contract and authorizes the Chair of the Board to execute the Assignment, Assumption, and Release Agreement attached hereto as **Exhibit C**. The Board of Directors further authorizes the Executive Director of the Authority to negotiate and make such non-substantive amendments to the Assignment, Assumption, and Release Agreement as may be required to obtain the approval of the District and DWR, subject to the approval of the Chair of the Board.

SECTION 4.

This resolution shall constitute complete and final authority for the Authority to execute and deliver the agreements set forth in Section 3 (1) and (2).

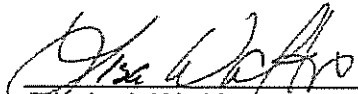
I certify that the foregoing Resolution No. 17-04 was adopted by the Board of Directors of the Central Coast Water Authority at a meeting held October 26, 2017.



Jack Boysen, Chairman

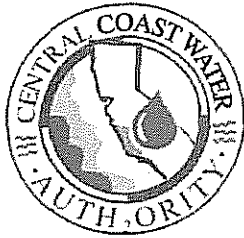
[Seal]

Attest:



Elizabeth Watkins
Secretary to the Board of
Directors

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



September 17, 2018

Mr. Tom Fayram
Deputy Public Works Director
Santa Barbara County Flood Control and Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101-2019

Jack Boysen
Chairman

Richard Shaikewitz
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

Dear Tom:

I am writing to request the Santa Barbara County Flood Control and Water Conservation District (District)'s consideration of the proposed assignment of the State Water Contract from the District, the existing State Water Project contractor, to the Central Coast Water Authority (CCWA), the agency responsible for the delivery of State Water Project (SWP) water to Santa Barbara County.

The proposed assignment requires approval of the Board of Supervisors, acting on behalf of the District, CCWA, and the Department of Water Resources (DWR). As further described in this letter, on October 26, 2017, CCWA's Board approved the proposed assignment by agreeing to accept assignment of the State Water Contract and to release the District from all of its obligations. Thereafter, DWR completed its review and consideration of the proposed assignment and recently confirmed by email that it will approve the proposed assignment as permitted by Article 41 of the State Water Contract following the District's approval. Accordingly, the District's consideration and approval of assignment is now requested.

I. BENEFITS OF THE PROPOSED ASSIGNMENT OF THE STATE WATER CONTRACT

The proposed assignment provides numerous benefits for Santa Barbara County and its residents, including:

- 1. Aligning State Water Contract decision-making authority with financial and operational responsibility by making CCWA fully and solely responsible for the State Water Contract;
2. Relieving the District (and thus the County) of any potential financial obligations and liability under the State Water Contract;
3. Relieving cities and other communities within the County who do not receive SWP water from any potential financial obligation under the State Water Contract;
4. Improving decision-making at the local level by eliminating duplicative and unnecessary approvals by the District, with no operational or financial responsibility for the State Water Contract on a day-to-day basis;
5. Empowering CCWA, which is financially responsible for the State Water Contract, with the power to make decisions regarding future SWP projects;

255 Industrial Way
Buellton, CA 93427-9565
(805) 688-2292
FAX: (805) 686-4700



6. Providing CCWA members and their ratepayers with direct influence over decision-making for SWP projects; and
7. Increasing local government efficiency, which in turn will increase opportunities for innovations in water planning.

Frequently asked questions about the proposed assignment and CCWA's responses are enclosed as **Attachment A** to this letter.

II. BACKGROUND AND TIMELINE

As you know, the proposed assignment of the State Water Contract is not new – it has been a long time in the making.

The State Water Contract was first executed by the District and DWR in February, 1963 and amended on numerous occasions after that.

In 1978, the County of Santa Barbara sponsored a ballot measure authorizing issuance of bonds to finance construction of an in-county distribution and treatment system for SWP water. The ballot measure was defeated and, following that election, the Board of Supervisors considered whether to terminate the 1963 contract due to lack of local political support for the importation of SWP water made available by the State Water Contract. A number of local cities and water districts urged the Board of Supervisors to retain the water, and to find a way to shift the cost of that water to the local water agencies and their ratepayers. In response, in the mid-1980s, the District executed certain "Water Supply Retention Agreements" with local water agencies (Participants) whereby the Participants agreed to assume the annual costs for 45,486 acre-feet per year of SWP water.

In 1991, after five years of severe drought, public elections were held in 14 local jurisdictions to authorize financing to pay for construction of SWP water distribution and treatment facilities. The ballot measures were approved in 11 of the 14 jurisdictions. In September, 1991, CCWA was formed by eight public agencies – City of Buellton, City of Guadalupe, City of Santa Barbara, City of Santa Maria, Goleta Water District, Montecito Water District, Carpinteria Valley Water District, and Santa Ynez River Water Conservation District, Improvement District No. 1 (Members) – all of whom are Participants. The Participants also executed certain "Water Supply Contracts" with the newly formed CCWA, transferring their rights under the Water Supply Retention Agreements to CCWA, in return for water service in an amount equivalent to their rights under the Water Supply Retention Agreements.

In November 1991, the District and CCWA executed the Transfer of Financial Responsibility Agreement (TFRA) by which CCWA agreed to assume all of the District's financial obligations under the State Water Contract. The TRFA expresses

the District's and CCWA's joint interest in securing DWR's approval of assignment of all of the District's rights and obligations under the State Water Contract to CCWA.

The District and CCWA are continuing their efforts to secure from DWR an agreement to release the District from its obligations under the SWP Contract to the extent those obligations have been assumed by CCWA.... A principal purpose of this Agreement is to ensure that the District's financial obligations under the SWP Contract attributable to a CCWA Contractor will be completely and fully assumed and satisfied by CCWA....¹

Since 1991, there have been periodic efforts to secure DWR's approval of assignment of the State Water Contract, as envisioned by TRFA. Prior to 2015, there had been some uncertainty as to whether CCWA, a joint powers authority, could satisfy the requirements of Article 34 of the State Water Contract obligating the contracting party to levy a property tax in the event of its failure to make the required payments to DWR under the contract, and therefore whether the State Water Contract could be assigned to CCWA. That uncertainty was removed in 2015 when Government Code section 6502 was amended to clarify that a joint powers authority like CCWA has all powers common to the contracting parties, including but not limited to the authority to levy a fee, assessment or tax. It is now clear that CCWA is eligible to accept assignment of the State Water Contract. Accordingly, on June 22, 2017, the CCWA Board of Directors voted unanimously to direct its legal and policy staff to pursue assignment of the State Water Contract.

During October and November, 2017, each of CCWA's Members approved the proposed assignment, specifically by amending the 1991 Joint Exercise of Powers Agreement creating CCWA to authorize CCWA to contract with DWR for the delivery of water from the State Water Project and their respective Water Supply Agreements with CCWA to conform to the amendments to the Joint Exercise of Powers Agreement. The First Amendment to the Joint Exercise of Powers Agreement, which became effective on December 12, 2017, is enclosed for your reference as **Attachment B**.

On October 23, 2017, CCWA's Board unanimously adopted Resolution No. 17-04 (enclosed for your reference as **Attachment C**), which (1) approved amendments to each of the Members' Water Supply Agreements, and (2) approved assignment of the State Water Contract from the District to CCWA and authorized me to negotiate an agreement with the District and DWR to effectuate the assignment. CCWA's draft proposed Assignment, Assumption, And Release Agreement to effectuate assignment of the State Water Contract is enclosed as **Attachment D** for your review and consideration.

¹ TRFA, Recitals C and J

Subsequently, DWR staff and legal counsel considered the proposed assignment. By email dated September 17, 2018, the State Water Project Deputy Director of DWR confirmed that DWR will approve assignment of the State Water Contract, as is permitted by Article 41 of the contract. DWR's email is enclosed for your reference as **Attachment E**. Accordingly, CCWA requests that the Board of Supervisors, acting on behalf of the District, consider the proposed assignment at the next available date.

III. COMPLIANCE WITH CEQA

CCWA has determined that CEQA does not apply to the proposed assignment because the transaction will not affect a change in the environment. The transaction will not change the point of delivery, place of use or purpose of use; it will not result in a change in the quantity of water delivered, and no new facilities will be constructed. All terms and conditions of the State Water Contract will remain the same; only CCWA will be substituted for the District. CCWA's Notice of Exemption for the proposed assignment is enclosed as **Attachment F**.

IV. RESPONSE TO MEMORANDUM FROM CALIFORNIA WATER IMPACT NETWORK (C-WIN)

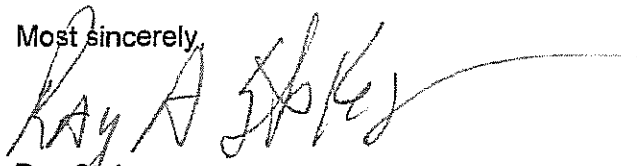
We have reviewed the April 3, 2018 letter from the California Water Impact Network (C-WIN) and attached undated memorandum from Roger Moore (C-WIN Memo) raising concerns about the proposed assignment, specifically that the assignment would not relieve the District (and thus the County) from future potential liability under the State Water Contract. CCWA's General Counsel has responded to each of the assertions made in the C-WIN Memo. See **Attachment G**. Importantly, C-WIN's assertions are not supported – the proposed assignment fully relieves the District (and thus the County) of all liability under the State Water Contract. In fact, this is one of the major benefits of the proposed assignment.

V. NEXT STEPS

I would like to set a date for our respective agencies to meet and discuss the proposed assignment and any questions or concerns you may have, and to finalize a draft Assignment, Assumption, And Release Agreement for consideration by the Board of Supervisors on behalf of the District. It has now been more than a year since my Board directed me to pursue assignment of the State Water Contract, as was initially envisioned by the District and CCWA in 1991. For this reason, I am eager to set a date as your earliest convenience.

I look forward to working with you on this important project for Santa Barbara County and its residents.

Most sincerely,



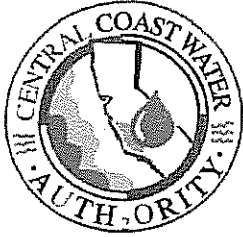
Ray Stokes
Executive Director

Attachments:

- A. Frequently Asked Questions re. Assignment of the State Water Contract
- B. First Amendment to the Joint Exercise of Powers Agreement Creating the Central Coast Water Authority
- C. CCWA Resolution No. 17-04 (without exhibits)²
- D. DRAFT Assignment, Assumption, and Release Agreement
- E. Correspondence from DWR confirming DWR will approve the proposed assignment
- F. CCWA Notice of Exemption re. Assignment of State Water Contract
- G. Brownstein Hyatt Farber Schreck Response to Comments from C-WIN

cc: Karla Nemeth, DWR Director
Joel Ledesma, DWR State Water Project Deputy Director
CCWA Board of Directors
Shad Springer, City of Santa Maria
Cruz Ramos, City of Guadalupe
Rose Hess, City of Buellton
Chris Dahlstrom, Santa Ynez Improvement District, ID#1
John McInnes, Goleta Water District
Rebecca Bjork, City of Santa Barbara
Nick Turner, Montecito Water District
Bob McDonald, Carpinteria Valley Water District
Stephanie Hastings, Brownstein Hyatt Farber Schreck
Michael Ghizzoni, County Counsel, County of Santa Barbara

² The exhibits to Resolution No. 17-04 are voluminous. They include amendments to the Water Supply Agreements for each of CCWA's Members. If you require copies of these amendments, I am happy to provide them to you under separate cover.



March 23, 2020

Honorable Gregg Hart, Chair and
Members of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

Carpinteria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

Dear Chair Hart and Members of the Board of Supervisors:

On behalf of the Central Coast Water Authority (CCWA), I am writing to request that the Santa Barbara County Board of Supervisors (Board), acting in its capacity as the governing board of the Santa Barbara County Flood Control and Water Conservation District (District), formally approve assignment of the State Water Contract from the District to CCWA, as described in the proposed Assignment, Assumption and Release Agreement (Assignment Agreement), at your earliest convenience. A copy of the proposed Assignment Agreement is included as Attachment A to this letter.

The District and CCWA have been considering the contract assignment issue since at least 1991 and in earnest since 2015. Those discussions have been productive, albeit prolonged. It is time to bring the issue to a decision, for one simple reason: we are out of time. Several significant decisions and projects related to the continued operation, management and funding of the State Water Project (SWP) and delivery of supplemental water to Santa Barbara County will require review and consideration within the next twelve months. These projects are of critical financial importance to CCWA's Members and the other participants. Accordingly, the State Water Contract should be assigned to CCWA.

For all of the reasons provided in CCWA's prior correspondence to the Board regarding the proposed assignment (see correspondence from Ray Stokes dated January 31, 2019 and September 17, 2018), we believe that CCWA is the right public agency to evaluate the merits of these upcoming decisions and projects. CCWA's eight members (Members)¹ are all public agencies whose elected officials are directly responsible to their ratepayers and voters who fund the cost of the SWP facilities and the supplemental water supply that serves more than 85 percent of the County's residents and businesses. The impacts of the upcoming decisions regarding the SWP will be felt directly by these ratepayers and voters, and they are entitled to have a direct voice in those decisions.

Moreover, by assigning the State Water Contract to CCWA, the County will insulate itself from all of the fiscal and operational aspects of the SWP, including future projects. The assignment will result in a full release of the County from all potential liability for the State Water Contract and CCWA will be fully and directly responsible for it. As

255 Industrial Way
Buellton, CA 93427-9565
(805) 688-2292
FAX: (805) 686-4700

¹ CCWA's Members are: City of Buellton, City of Guadalupe, City of Santa Barbara, City of Santa Maria, Carpinteria Valley Water District, Goleta Water District, Montecito Water District, and Santa Ynez River Water Conservation District, Improvement District No. 1.



you know, although the District remains the contracting party to the State Water Contract with the Department of Water Resources (DWR), since 1991, CCWA has been 100% responsible for the State Water Contract and the delivery of SWP water to Santa Barbara County and CCWA's Members and other participants are responsible for 100% of the costs. CCWA also owns, operates and maintains the delivery system and treatment facilities that permit the delivery of SWP water to Santa Barbara County. Since 1991, the County has not paid a nickel toward the cost of SWP water or any of the facilities that deliver SWP water to Santa Barbara County. Nevertheless, the District remains the contracting party. In the event of a CCWA default, the District, and thus the County of Santa Barbara and County tax payers, even those that do not receive SWP water, would be liable.

In 2017, all eight Members of CCWA individually approved assignment of the State Water Contract from the District to CCWA. Of the 42 elected officials who considered assignment of the State Water Contract from the District to CCWA, only two voted against assignment, and one (then City of Santa Barbara Councilmember Gregg Hart) abstained.

On October 26, 2017, CCWA's Board of Directors unanimously approved a draft of the proposed Assignment Agreement, specifically agreeing to assume all responsibility for, and liability regarding, the State Water Contract, and the full release of the County from all responsibility and liability. (See CCWA Resolution No. 17-04 previously provided to the Board.) DWR has also, informally, agreed to assignment of the State Water Contract. (See correspondence from DWR dated September 17, 2018 previously provided to the Board.) DWR will not provide its final approval until the Board, on behalf of the District, has approved the assignment.

When the Board last considered assignment in February, 2019, it instructed District staff to investigate a number of issues before returning to the Board for formal consideration of assignment. CCWA staff has worked diligently with District staff since February, 2019 to address and/or respond to all of the issues raised by the Board. CCWA has also addressed an additional issue regarding out-of-county sales of SWP water raised by District staff. A summary of CCWA's response to these issues is provided in Attachment B to this letter. Accordingly, the only remaining action is the Board's decision on the assignment.

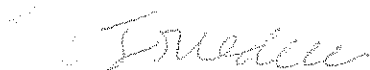
As described in detail in CCWA's prior correspondence regarding this matter (see correspondence from Ray Stokes dated January 31, 2019 and September 17, 2018), assignment of the State Water Contract provides numerous benefits for the County and Santa Barbara County residents and ratepayers. Most importantly, assignment aligns State Water Contract decision-making authority with financial and operational responsibility by making CCWA fully and solely responsible for the State Water Contract. At the same time, assignment releases the District, the County and the residents of Santa Barbara County who do not receive SWP water from all potential liability for the State Water Contract. This result aligns with the County's oft-stated interest in being relieved of the obligations and liability for the State Water Contract.

What's more, assignment of the State Water Contract would streamline decision-making regarding the delivery of supplemental water at the local level and eliminate redundant and unnecessary government that is costly to County rate-payers, delays decision-making and is unnecessarily complex. Because the District has no role in the delivery of SWP water to Santa Barbara County, there is no rational basis for the District to continue as the contracting party.

Finally, it should be noted that CCWA's management of the State Water Contract has been exemplary. Since 1991, CCWA has never missed a single payment to the State of California, and its financial management and reporting systems have been recognized for their excellence. CCWA has been scrupulous in monitoring and auditing the costs imposed by the State on CCWA, and CCWA has been one of the statewide leaders in efforts to promote accuracy and transparency in the State's cost accounting for the State Water Project. As a result of CCWA's expert and prudent management of the delivery of State Water Project water to Santa Barbara County, CCWA has demonstrated that it has the technical, financial and managerial expertise to contract with the State for the delivery of SWP water. In sum, CCWA has expertly and prudently managed the State Water Contract for 27 years and it will continue to do so as the contracting party for SWP water for Santa Barbara County.

I respectfully request that the Board of Supervisors approve, as soon as possible, assignment of the State Water Contract from the District to CCWA.

Sincerely,



Eric Friedman
Chair of the Board of Directors

Attachments:

- A: Assignment, Assumption and Release Agreement
- B: CCWA Responses to County Board of Supervisor Questions/Issues

cc: Karla Nemeth, Director, DWR
Spencer Kenner, DWR Chief Counsel
CCWA Member Agencies
Mona Miyasato, Chief Executive Officer, Santa Barbara County
Tom Fayram, Water Resources Deputy Director, Santa Barbara County
Michael Ghizzoni, County Counsel, Santa Barbara County
Johannah Hartley, Deputy County Counsel, Santa Barbara County,
Ray Stokes, Executive Director, Central Coast Water Authority
Stephanie Hastings, General Counsel, Brownstein Hyatt Farber Schreck

Los Olivos Community Services District Intro & Update

Santa Ynez River Water Conservation
District ID 1

November 17, 2020



Purpose For This Afternoon's Presentation

- Provide an Update on the District's Mission and Progress
- Develop Working Relationship in Order to Best Serve Our Common Constituents
 - Understand ID1 Priorities



Los Olivos CSD and SYRWCD-ID1: Common Goals

- Serve Common Constituents
- Provide Infrastructure for the Common Good and Public Health
- Protect and Improve the Shallow Groundwater Aquifer Quality, Which Benefits the Deep Groundwater Aquifer Long Term
- Provide Quality, Reliable, Cost Effective Services to the Community



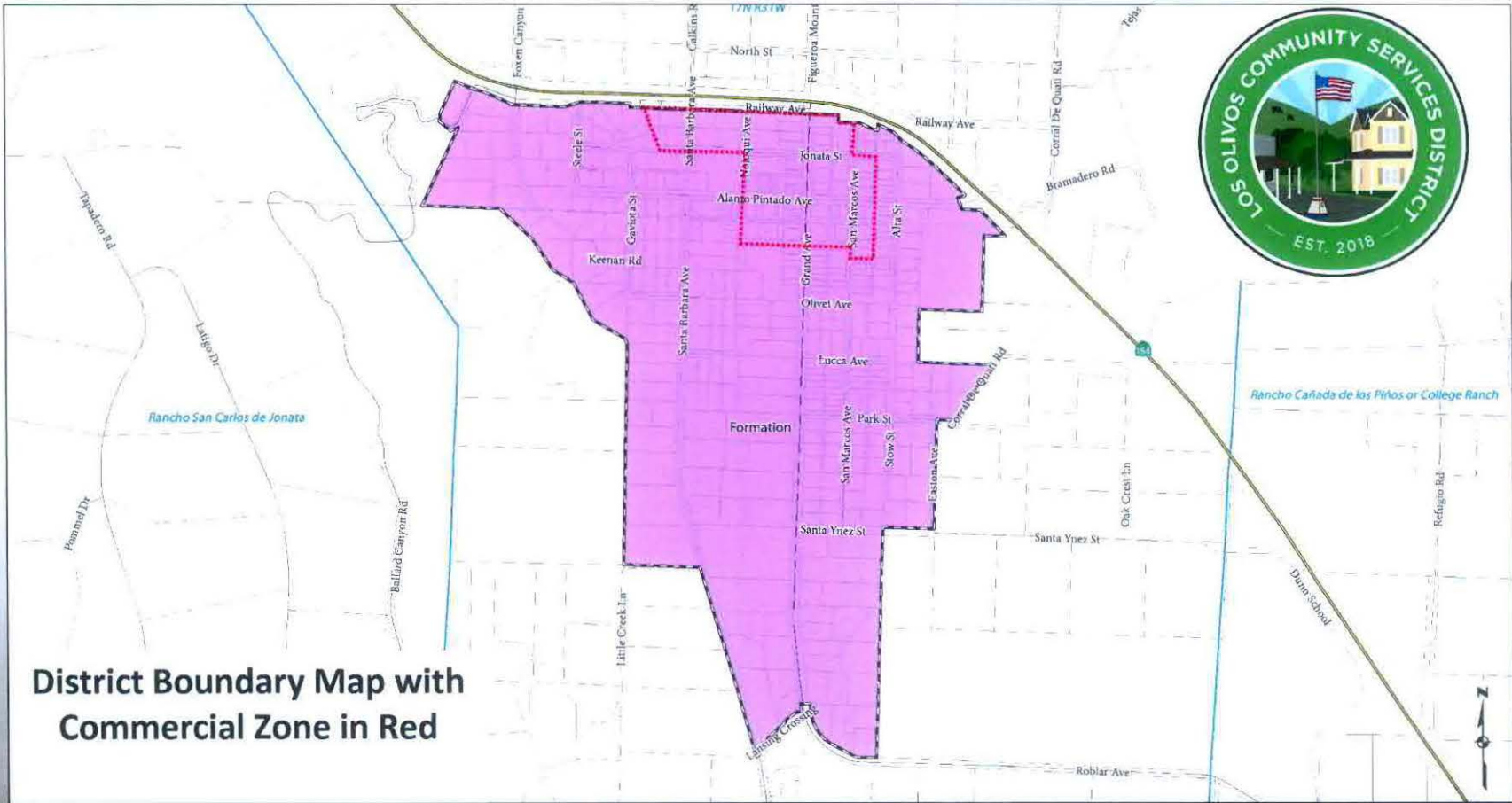
Los Olivos CSD Mission

- Formed January 2018 to provide a funding mechanism for the building and operating facilities necessary to collect, treat, and reclaim wastewater, and improve groundwater quality in unincorporated Los Olivos

Los Olivos CSD Project Components

1. Develop Residential Onsite Wastewater Treatment System (OWTS) Requirements
2. Funding Outreach for Program Development, Construction and Operation
3. Implementation of a Local Groundwater Monitoring Program; and
4. Phased Collection and Treatment





**District Boundary Map with
Commercial Zone in Red**



Los Olivos CSD Mission Progress

- Approved Project Description for Collection and Treatment Phase 1 (Downtown Commercial Zone)
- Work Underway
 - Preliminary Design
 - Groundwater Hydro-geology Investigation and Report
 - Groundwater Quality Monitoring Plan
 - Siting of Package WWTP
 - Preliminary Design & Environmental work
- Relationship with County BOS, EHS, RWQCB
 - Grant/ Loan Funding Applications



Questions & Comments

Thank You





Los Olivos Community Wastewater Program Project Description

OUR PURPOSE

The Los Olivos Community Services District (District) was formed by voters in 2018 to provide a funding mechanism for the development, building and operation of facilities necessary to collect and treat wastewater in the unincorporated community of Los Olivos.

PROJECT GOAL

The purpose of the Los Olivos Wastewater Reclamation Program Project Description (Project Description) is to define a strategy to provide economically viable wastewater treatment and reclamation solutions to the residents and property owners within the District that meets public health needs and the regulatory requirements of the Regional Water Quality Board (RWQCB).

The Los Olivos Wastewater Reclamation Program is comprised of four distinct components, each being interdependent and implemented concurrently:

1. Development of Residential Onsite Wastewater Treatment System (OWTS) Requirements
2. Financial Outreach and Assistance for Program Development, Construction and Operation
3. Implementation of a Local Groundwater Monitoring Program; and
4. Phased Collection and Treatment

DEVELOPMENT OF RESIDENTIAL OWTS REQUIREMENTS

Currently, residential Onsite Wastewater Treatment System (OWTS) in Los Olivos are governed by the Santa Barbara County Public Health Department's (County EHS) Local Area Management Plan (LAMP).

Los Olivos residents who seek County EHS guidance on OWTS-related issues have been repeatedly met with ambiguous and indistinct direction regarding dwelling expansion, system failure, need for installation of an advanced treatment system (ATS), existing system maintenance and other issues and costs associated with requirements for connection to a community collection and treatment system.

To resolve this the District will develop a customized Local Area Management Plan (LAMP) that addresses the conditions specific to the Los Olivos Community Services District Area. This Plan will be similar to the County's LAMP but tailored to Los Olivos. This Plan will include local District standards and policies and provide clear guidance on OWTS matters including operations of conventional systems, routine maintenance, management of existing low and high-risk systems within the community, dwelling expansion, system failure, requirements and need for installation of an advanced treatment system (ATS) and requirements for connection to a community collection and treatment system.

The District's LAMP will endeavor to establish requirements that are equal in nature and application to those required for all County parcels based on existing site conditions.

The District will be charged with the administration of the RWQCB approved Los Olivos LAMP to include the State mandatory reporting requirements. Permitting and enforcement of the LAMP will remain with the County EHS through an agreement approved by the County and the District extending the County EHS authority to within the District.

The creation of a District governed LAMP benefits residents by enabling the District to seek out grants and low interest loans, competitive procurement of select vendors, and consortium-based pricing from service providers.

FINANCIAL OUTREACH AND ASSISTANCE

Concurrently, the District - having held Public Community Workshops which presented potential project alternatives, a project approach and Project Description - is now able to seek Local, State and Federal funding mechanisms to minimize property owners and business economic impacts associated with implementing the defined Program.

With this well-defined Project Description, the District will pursue available grants and funding for all elements and components of the Program.

Every potential source of funds will be explored to minimize any eventual Fee Assessment that must be established in accordance with State Law (Proposition 218), and as required by the Local Agency Formation Commission (LAFCO).

The District will also seek additional sources to augment these economic impacts that may include but are not limited to public-private partnerships (P3), identifying matching fund opportunities, Program Privatization, and commercial/private financing alternatives.

A public-private partnership (P3) is a cooperative arrangement between two or more public and private sector entities, typically long-term in nature. They are primarily used for infrastructure provision, such as the building and equipping of schools, hospitals, transport systems, water and sewer systems.

IMPLEMENTATION OF A LOCAL GROUNDWATER MONITORING PROGRAM

The District remains committed to proactively work with the residents of Los Olivos, regulatory community and other stakeholders to develop an economically acceptable, technically feasible and timely solution to the potential impacts OWTS density has in our community.

However, one of the basic tenants to this approach is dependent on the development and implementation of a comprehensive groundwater monitoring program. Historical assessments, plans and feasibility studies developed specifically for Los Olivos validate the need for further groundwater characterization in order to:

- Determine the nature and extent of groundwater impacts associated with OWTS in and around the Community of Los Olivos,
- Investigate known upgradient sources impacting groundwater quality in Los Olivos,
- Provide information to address data gaps associated with site specific conditions and critical modeling considerations including infiltration rates, permeability and other geological, hydrological and geotechnical parameters not currently available, and
- Establish baseline conditions that can be utilized to monitor the effectiveness of treatment and mitigation measures implemented in the Los Olivos Community.

The District will work closely with the Santa Barbara County Environmental Health Services (EHS) and the Regional Water Control Board (RWQCB) to develop and finance a groundwater monitoring work plan that establishes the number, type and locations for monitoring locations, a suite of analytical and geotechnical sampling parameters, along with frequency and reporting requirements.

Once the work plan is approved, installation of monitoring points and ongoing monitoring will occur. The results of the initial and ongoing monitoring will be used to influence subsequent treatment phases, if necessary, within the District.

The analytical and geotechnical data obtained during groundwater monitoring point installation, will also be used to identify and site locations favorable for aquifer recharge and existing contaminant mitigation.

PHASED COLLECTION AND TREATMENT

Historic documentation establishes the fact that there are a large number of small to very small lots in the Los Olivos Commercial Core, areas of high OWTS density and historic records of system failures. These factors may contribute to groundwater impacts from nitrate migration from OWTS.

This Commercial Core area has been selected as the location for the initial phase (Phase I) under this Program. The Commercial Core has been identified as the area of highest density, use (volume) and nitrate loading and has been recommended for action in multiple reports specific to OWTS impacts in Los Olivos. Subsequent phases into adjacent high-density areas will be determined by the results of groundwater monitoring.

The Commercial Core area is easily defined by Zoning (C-2), easily expanded, centrally located and its topological nature allows for the most expedient, least complex and economically acceptable setting to initiate this Program.

The District will design, site, permit, procure, construct and manage a Los Olivos Wastewater Reclamation Facility to include the associated collection and transport infrastructure required to provide economically viable wastewater treatment and reclamation solution to District residents and property owners. This system will address public health needs while also meeting the regulatory requirements of the RWQCB.

Adjacent properties outside the C-2 zone, will be permitted to connect to the system at their own cost and as capacity allows.

Treatment Facility

The proposed Treatment Facility will be consistent with the policies and development standards of the Santa Barbara County Comprehensive Plan, including the Santa Ynez Valley Community Plan and the Santa Barbara County Land Use and Development Code.

The system will be designed for potential future expansion and to provide treatment that improves wastewater quality before it is reused, recycled or discharged to the environment. Reclaimed wastewater would be treated to levels compliant with California Code of Regulations (CCR), Title 22 discharge requirements to allow for:

- Beneficial reuse through underground infiltration
- Groundwater recharge
- Strategic flushing of existing nitrate/contaminates
- Local irrigation as site conditions allow

Because the project will generate in excess of 10,000 gallons per day, exceeding the 10,000 gallons per day County EHS limit, it will be under the jurisdiction of the Central Coast Regional Wastewater Quality Control Board, who would be the lead regulator agency, review the system and issue all appropriate permits.

The treatment facility will be comprised of a high-efficiency, low odor, expandable Membrane Bioreactor (MBR) package plant sized to serve Phase I needs and sited to accommodate modular expansion should further study warrant a facility expansion. The facility will be operated by a California licensed and properly trained wastewater treatment plant operator, who will be responsible for ensuring proper operation and maintenance of plant equipment as well as required reporting.

The architectural style will be consistent with the historical architectural details of Los Olivos. Roof materials will consist of earth tone colors and landscaped to blend in locally to reduce visual impacts.

Collection System

The collection system will include a subsurface wastewater collection structure consisting of gravity pipelines, lift stations as required, and effluent handling facilities returning drinking water quality reclaimed water to customers or the groundwater basin for beneficial reuse.

The collection system “backbone” will consist of underground gravity sewer pipe that will be strategically placed under community streets and alleys to allow for the closest possible connection to parcels in the high-density water use areas of the downtown C-2 Commercial Core and small-lot residential parcels near the downtown core. Maintenance holes and an “end of the line” lift station will be provided, with an associated force-main (pressure main) to move the wastewater to the MBR package plant for treatment, as necessary.

Structures will be connected to the District-owned collection system via privately owned laterals. Existing septic systems and leach fields will be abandoned as required by local codes. Certain laterals may be successfully connected with gravity flow while many may require small private grinder pumps to move the sewage into the collection system.

District participation in lateral, grinder pump and septic abandonment costs would depend on grant and funding sources.

Potential expansion of the collection system, as with the treatment system, will be determined based on results of the groundwater monitoring and in coordination with the RWQCB.

Operations and Maintenance

The collection and treatment systems will be operated and maintained initially by contract system operators. System costs will be shared in an equitable manner by those connected to and benefitting from the facility. The District will review and consider established formulas for this participation that may include zoning, water-use, fixture unit counts, etc.

Parcels not connected initially will be subject to the District’s LAMP and will contribute to the cost of management, inspection and enforcement of this plan and operating costs of the District.

Ongoing monitoring and reporting will occur in accordance with operating and discharge permits required by the Board.

Treatment Facility Siting

The District will procure a site for the package plant. Siting factors will include:

- Availability of land,
- Surface and subsurface suitability,

- Economics of procurement,
- Proximity to the collection system and effluent discharge locations, and
- Local, state and federal requirements.

Location and siting of the facility remains under examination. Given the above siting factors, the District prefers that the location be within District boundaries and south of State Route 154. Currently, potential locations include:

- County parcels
- County Right of Ways
- Institutional parcels including churches and schools
- Commercial parcels, and
- Private land

Construction Implementation and Timing

Construction will generally consist of the following phases:

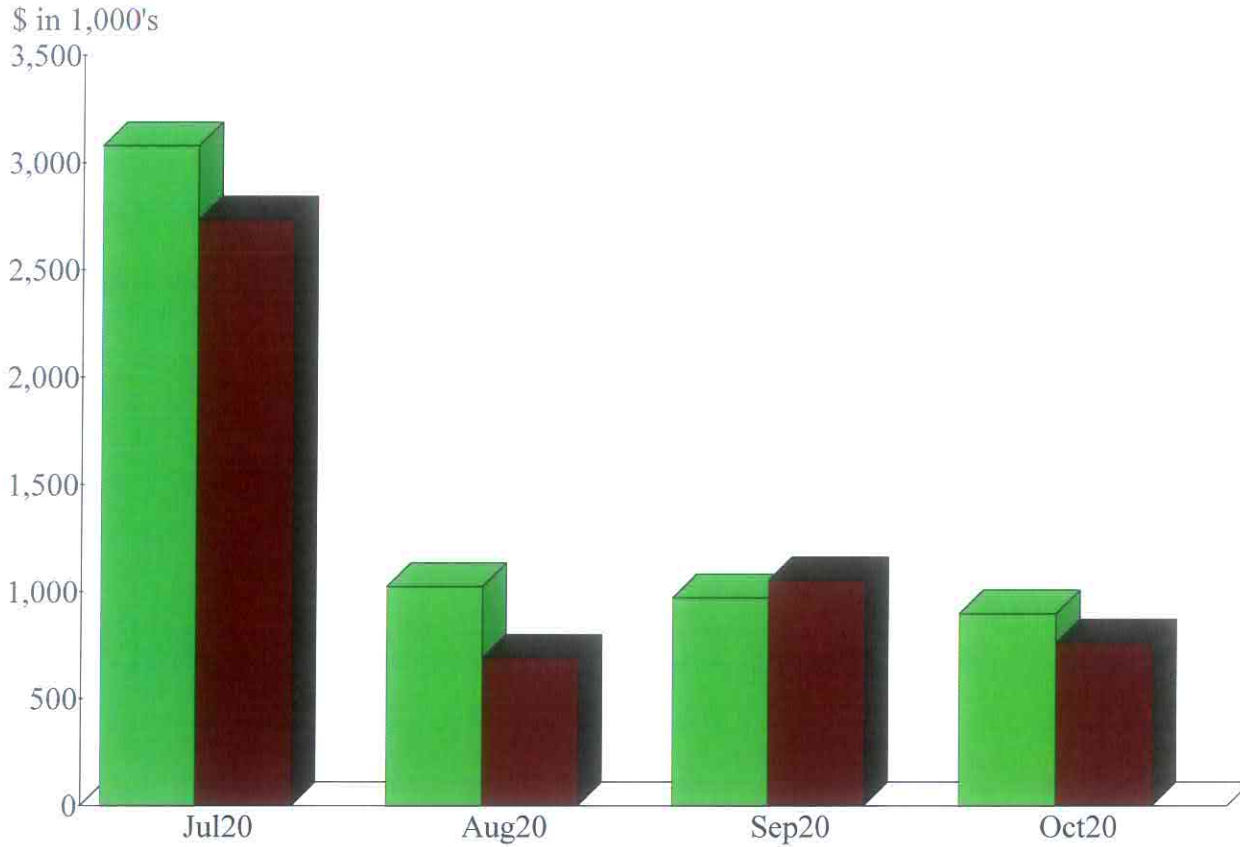
1. Project planning, preliminary design, environmental documentation preparation and review, and permitting.
2. Preliminary design, budgeting, and initiation of the Proposition 218 assessment process.
3. Final Design, including preparation of plans, specifications and estimates. The package plant will be a “design build” component.
4. Advertising and bidding of the various components. The District will procure professional and construction services in accordance with the State Contracting Code. The package plant will be built offsite, most other components will be built by contractors on-site.
5. Service lateral connections will be coordinated with and completed in conjunction with sewer trunk-main installation.
6. Package plant start-up.
7. System Operation and Maintenance.

Construction timing will be affected by many factors, including funding process, environmental process, and construction duration. Lateral connection is anticipated to require significant property owner participation and cooperation.

The District anticipates a minimum of three years to design, review, permit, finance and construct the complete Phase I project.

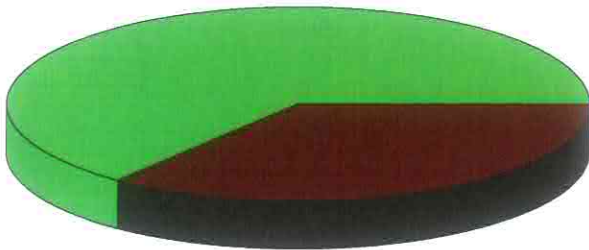
Income and Expense by Month
July through October 2020

Income
Expense



Income Summary
July through October 2020

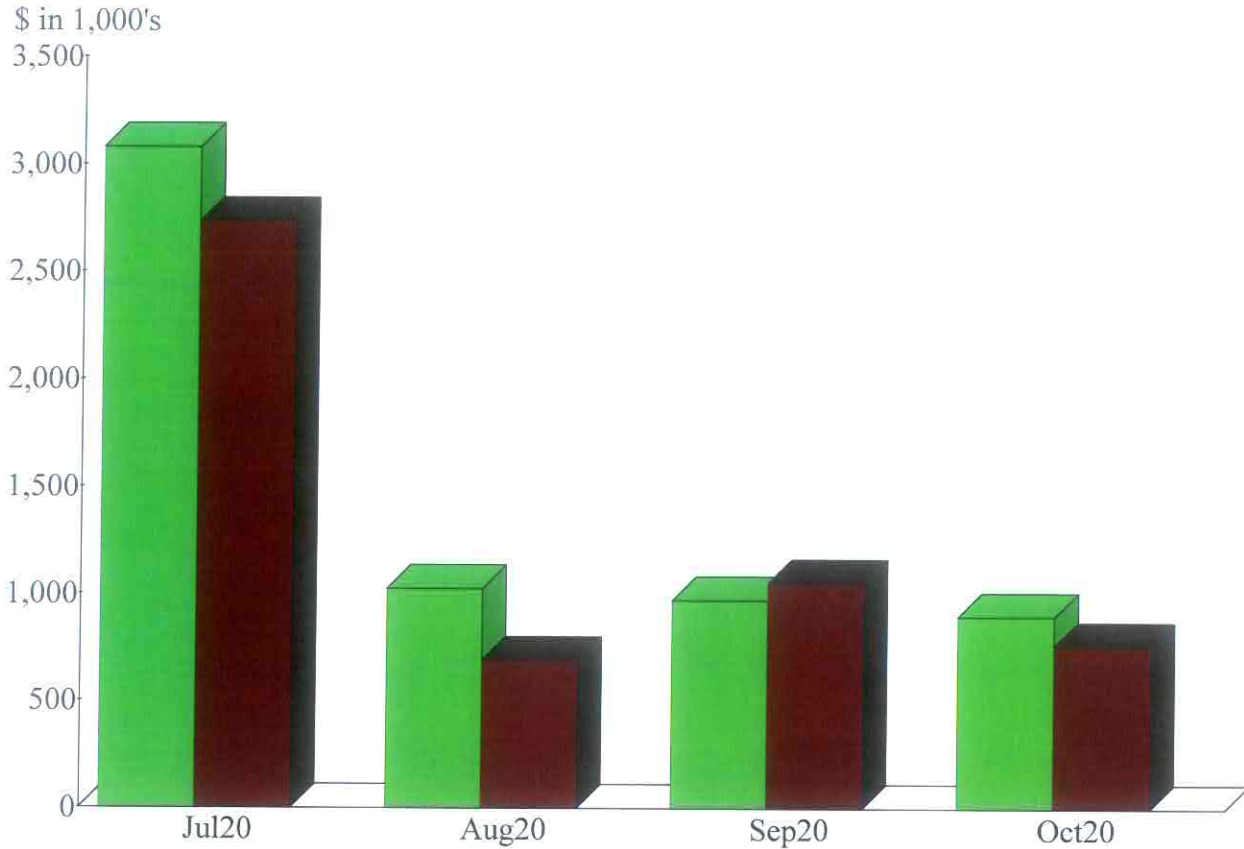
600000 · SERVICE & SALES REVENUE	64.59%
625000 · ASSESSMENTS, FEES & OTHER	35.41
Total	\$5,971,851.74



By Account

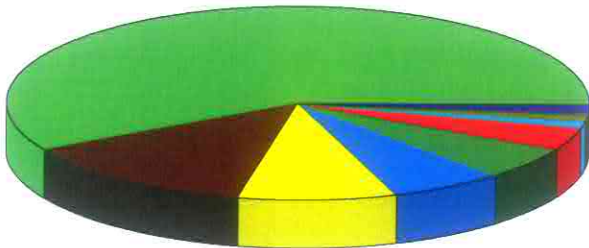
Income and Expense by Month
July through October 2020

Income
Expense



Expense Summary
July through October 2020

702000 · SOURCE OF SUPPLY EXPENSE	58.37%
770000 · GENERAL & ADMIN EXPENSE	13.63
900100 · Constr in Progress CY	8.77
750000 · TRANSMISSION & DIST. EXPEN	6.41
725000 · PUMPING EXPENSES	5.72
900370 · Capital Improvement Prog - CY	3.69
800000 · LEGAL/ENGINEERING	1.37
710000 · INFRASTRUCTURE EXPENSES	1.08
825000 · STUDIES	0.53
740000 · WATER TREATMENT EXPENSES	0.29
Other	0.14
Total	\$5,234,791.78



By Account

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses
 October 2020

	Oct 20	Sep 20	% Change	Jul - Oct 20
Ordinary Income/Expense				
Income				
600000 · SERVICE & SALES REVENUE				
WATER SALES INCOME				
601000 · Water Sales - Agri.	117,685.79	151,840.24	-22.49%	600,552.92
602000 · Water Sales - Domestic	448,102.91	510,458.43	-12.22%	1,996,155.42
602100 · Water Sales - RRLmtd Ag.	252,456.13	287,033.79	-12.05%	1,118,446.92
602200 · Water Sales - Cach Pk	1,326.96	1,855.35	-28.48%	7,192.26
604000 · Water Sales - Temp.	999.90	666.60	50.0%	2,499.75
606000 · Water Sales - Solvang	38,001.71	4,469.71	750.21%	51,663.34
608000 · Water Sales - On-Demand	1,296.22	1,154.82	12.24%	19,749.08
611500 · Fire Service Fees	9,711.10	9,763.25	-0.53%	38,731.95
Total WATER SALES INCOME	869,580.72	967,242.19	-10.1%	3,834,991.64
SERVICE INCOME				
611100 · New Service Fees	0.00	0.00	0.0%	15,616.69
611200 · Reconnection Fees	2,025.00	1,725.00	17.39%	6,450.00
612400 · Penalties	1.02	27.66	-96.31%	314.01
Total SERVICE INCOME	2,026.02	1,752.66	15.6%	22,380.70
Total 600000 · SERVICE & SALES REVENUE	871,606.74	968,994.85	-10.05%	3,857,372.34
625000 · ASSESSMENTS, FEES & OTHER				
611600 · Capital Facilities Chrg.	0.00	0.00	0.0%	8,904.26
624000 · Miscellaneous Revenue	1,209.50	980.00	23.42%	8,762.55
625200 · Administrative Fees	250.00	1,800.00	-86.11%	6,300.00
628000 · INTEREST INCOME				
629000 · Interest Income - LAIF	24,609.45	0.00	100.0%	24,609.45
629100 · Interest Income -PIMMA	283.61	260.22	8.99%	1,005.44
630000 · Interest Income - Cking	2.16	13.31	-83.77%	16.02
Total 628000 · INTEREST INCOME	24,895.22	273.53	9,001.46%	25,630.91
890100 · SWP Pmt. from Solvang	0.00	0.00	0.0%	2,064,881.68
Total 625000 · ASSESSMENTS, FEES & OTHER	26,354.72	3,053.53	763.09%	2,114,479.40
Total Income	897,961.46	972,048.38	-7.62%	5,971,851.74
Cost of Goods Sold				
702000 · SOURCE OF SUPPLY EXPENSES				
703000 · Cach. Water Entitlement	7,798.43	35,426.15	-77.99%	114,076.90
704000 · State Water	190,091.28	228,847.98	-16.94%	876,635.24
860000 · Solvang-SWPmt	0.00	0.00	0.0%	2,064,881.68
Total 702000 · SOURCE OF SUPPLY EXPENSES	197,889.71	264,274.13	-25.12%	3,055,593.82
710000 · INFRASTRUCTURE EXPENSES				
711000 · Maintenance - Wells	69.14	173.48	-60.15%	584.69
712000 · Maintenance - Mains	20,435.41	2,101.34	872.49%	27,571.22
713000 · Maintenance - Reservoirs	850.00	103.89	718.17%	1,326.81
717000 · Bradbury Dam SOD	0.00	26,975.88	-100.0%	26,975.88
Total 710000 · INFRASTRUCTURE EXPENSES	21,354.55	29,354.59	-27.25%	56,458.60

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725000 · PUMPING EXPENSES				
726000 · Pumping Expense (Power)	45,902.78	70,097.34	-34.52%	296,693.45
730000 · Maintenance - Structures	1,320.16	448.11	194.61%	2,691.23
732000 · Maintenance - Equipmt.	18.94	0.00	100.0%	288.94
Total 725000 · PUMPING EXPENSES	47,241.88	70,545.45	-33.03%	299,673.62
740000 · WATER TREATMENT EXPENSES				
744000 · Chemicals	4,328.03	0.00	100.0%	12,551.30
748000 · Maintenance - Equipment	355.58	0.00	100.0%	366.35
748100 · Water Treatment - Equipm	155.12	76.99	101.48%	1,124.87
749000 · Water Analysis	0.00	270.00	-100.0%	1,130.00
Total 740000 · WATER TREATMENT EXPENSES	4,838.73	346.99	1,294.49%	15,172.52
750000 · TRANSMISSION & DIST. EXPENSES				
799501 · Uniforms T&D	1,666.18	1,559.88	6.82%	5,564.01
775401 · ACWA - Health Ins. (T&D)	18,626.34	17,604.80	5.8%	72,462.28
775201 · ACWA - Delta Dental (T&D)	832.32	615.84	35.15%	2,896.32
775301 · ACWA - Vision (T&D)	154.89	119.79	29.3%	549.36
751000 · Labor	52,061.88	51,177.77	1.73%	206,390.83
751100 · Labor / Vacation	1,138.87	1,332.53	-14.53%	5,762.71
751200 · Labor / Sick Leave	1,100.20	877.37	25.4%	3,475.00
752000 · Materials/Supplies				
752100 · Safety Equipment	0.00	400.14	-100.0%	400.14
752000 · Materials/Supplies - Other	672.81	86.07	681.7%	832.24
Total 752000 · Materials/Supplies	672.81	486.21	38.38%	1,232.38
754000 · Small Tools	229.65	176.22	30.32%	1,237.49
754100 · Small Tools - Repairs	3.80	0.00	100.0%	11.97
755000 · Transportation	2,155.25	2,660.68	-19.0%	10,958.36
756000 · Meter Services	1,302.03	1,494.89	-12.9%	17,088.40
756100 · Meter Services - Repair	353.15	1,200.59	-70.59%	7,760.75
760000 · Fire Hydrants	30.06	12.02	150.08%	42.08
762000 · Backhoe-Maintenance	143.27	0.00	100.0%	143.27
763000 · Generators/Maintenance	0.00	0.00	0.0%	0.00
Total 750000 · TRANSMISSION & DIST. EXPENSES	80,470.70	79,318.59	1.45%	335,575.21
Total COGS	351,795.57	443,839.75	-20.74%	3,762,473.77
Gross Profit	546,165.89	528,208.63	3.4%	2,209,377.97
Expense				
4000 · Reconciliation Discrepancies	0.00	0.00	0.0%	0.00
770000 · GENERAL & ADMIN EXPENSES				
774000 Workers Comp. - Ins.	0.00	5,845.65	-100.0%	5,845.65
6560 · Payroll Expenses	34.00	34.00	0.0%	136.00
775000 · PERS - Retirement	26,146.40	25,623.57	2.04%	103,717.11
775200 · ACWA - Dental (Admin)	692.60	584.36	18.52%	2,662.16
775300 · ACWA - Vision (Admin)	137.34	119.79	14.65%	531.81
775400 · ACWA - Medical Insurance(Admin)	19,304.84	19,304.84	0.0%	77,219.36
777000 · Salaries - Administrative Staff	76,481.54	78,383.26	-2.43%	305,355.03

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777100 · Salaries / Vacation	1,817.76	1,379.86	31.74%	10,194.95
777200 · Salaries / Sick Leave	0.00	462.05	-100.0%	922.51
772100 · Admin - COVID Sick Leave	6,667.46	0.00	100.0%	6,667.46
778000 · Training, Travel & Conferences	0.00	175.00	-100.0%	800.00
779000 · Dues,Subscrip,Certif.	24,367.71	133.20	18,194.08%	25,066.91
780000 · Building Maintenance	1,447.90	1,384.31	4.59%	5,670.63
781000 · Office Supplies	2,896.69	1,004.27	188.44%	5,935.29
781100 · Computer Supply/Training/Softwr	4,717.88	222.03	2,024.88%	5,379.90
782000 · Postage & Printing	3,471.62	3,353.07	3.54%	14,819.66
783000 · Utilities	665.63	1,040.91	-36.05%	3,697.37
784000 · Telephone	1,268.99	1,230.62	3.12%	4,918.49
785000 · Special Services	850.71	724.75	17.38%	3,068.94
785100 · Government Fees	0.00	25.00	-100.0%	5,835.00
786000 · Insurance & Bonds	5,201.29	1,027.96	405.98%	8,285.17
787000 · Payroll Taxes	9,324.06	8,817.22	5.75%	36,822.89
788000 · Audit - Expenses				
788100 · General Accounting	0.00	2,655.50	-100.0%	6,179.00
788000 · Audit - Expenses - Other	0.00	11,493.00	-100.0%	11,493.00
Total 788000 · Audit - Expenses	0.00	14,148.50	-100.0%	17,672.00
789000 · Legal - Expenses Gen.	2,212.00	3,239.00	-31.71%	12,166.00
790000 · Gen/Prfsnl Consultant Expenses	0.00	390.00	-100.0%	1,580.00
791000 · Planning & Research	0.00	1,574.60	-100.0%	3,337.10
792000 · Bad Debts	0.00	2,761.82	-100.0%	2,761.82
793000 · Office Equip. Service Contracts	2,402.58	3,009.05	-20.16%	9,718.77
794000 · Interest Expenses	0.00	0.00	0.0%	15,655.68
794100 · Annual Fee - Bond Fund	0.00	0.00	0.0%	1,425.00
797000 · Trustee Fees	1,000.00	1,400.00	-28.57%	6,000.00
799000 · Miscellaneous Expenses/Vendors	0.00	3,289.41	-100.0%	8,487.15
799525 · Gardening Service	240.00	240.00	0.0%	960.00
799600 · Customer Refunds	0.00	0.00	0.0%	-58.73
Total 770000 · GENERAL & ADMIN EXPENSES	191,349.00	180,928.10	5.76%	713,257.08
Total Expense	191,349.00	180,928.10	5.76%	713,257.08
Net Ordinary Income	354,816.89	347,280.53	2.17%	1,496,120.89
Other Income/Expense				
Other Expense				
800000 · LEGAL/ENGINEERING				
800100 · Legal - BHFS				
800102 · Sustainable Grndwtr Mgmt Act	5,421.00	4,591.00	18.08%	20,443.98
Total 800100 · Legal - BHFS	5,421.00	4,591.00	18.08%	20,443.98
800200 · Legal -BB&K/Consultants				
800201 · NMFS Biop Recon/Stlhd Rcvry Pln	5,101.88	1,168.00	336.81%	8,897.88
Total 800200 · Legal -BB&K/Consultants	5,101.88	1,168.00	336.81%	8,897.88
800203 · River Water Righ Proceed (BHFS)	2,366.00	10,248.50	-76.91%	24,003.50
800300 · Engineering	0.00	474.00	-100.0%	2,989.17

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800500 · Unanticipated Spc Legal Expense	7,702.50	1,975.00	290.0%	12,023.50
826201 · SWRCB Order/Studies (BBK)	2,142.28	949.00	125.74%	3,383.28
Total 800000 · LEGAL/ENGINEERING	22,733.66	19,405.50	17.15%	71,741.31
825000 · STUDIES				
825400 · CCRB (Shared Consultants)				
825401 · Joint Bio Op Recon.-Consultants	0.00	29.63	-100.0%	2,918.38
Total 825400 · CCRB (Shared Consultants)	0.00	29.63	-100.0%	2,918.38
825600 · SB Co Water Agency				
825601 · Integrated Regional Water Man.	0.00	2,175.00	-100.0%	2,775.00
825600 · SB Co Water Agency - Other	0.00	0.00	0.0%	4,820.22
Total 825600 · SB Co Water Agency	0.00	2,175.00	-100.0%	7,595.22
825800 · BiOp Implementation	0.00	15,000.00	-100.0%	15,000.00
825900 · Water System Study Updt (Stet)	0.00	1,050.00	-100.0%	1,275.00
826000 · System Capacity/Cap Impv Plan	0.00	118.50	-100.0%	1,034.50
Total 825000 · STUDIES	0.00	18,373.13	-100.0%	27,823.10
85000 · NON-CAPITAL EXPENSES				
850500 · USBR Cach Proj Contract/Cap Prg	79.00	1,343.00	-94.12%	7,465.50
Total 85000 · NON-CAPITAL EXPENSES	79.00	1,343.00	-94.12%	7,465.50
900100 · Constr in Progress CY				
900335 · SWP Pump Station/Pipeline	0.00	0.00	0.0%	1,821.70
900332 · Water Treatment Plant/Fac	0.00	0.00	0.0%	907.52
900106 · Rehab/Rplc - Trans. Mains/Lats	90,673.00	365,666.28	-75.2%	456,339.28
Total 900100 · Constr in Progress CY	90,673.00	365,666.28	-75.2%	459,068.50
900370 · Capital Improvement Prog - CY				
900318 · Meter Replace/Utility Billing	6,668.65	335.29	1,888.92%	16,119.59
900371 · Office Building/Shop Improvemen	143.58	7,934.14	-98.19%	14,852.72
900376 · Communications/Telemetry-SCADA	0.00	8,996.22	-100.0%	58,376.05
900378 · Mjr. Tools, Shop & Garage Equip	97,608.62	6,005.54	1,525.31%	103,614.16
Total 900370 · Capital Improvement Prog - CY	104,420.85	23,271.19	348.71%	192,962.52
Total Other Expense	217,906.51	428,059.10	-49.09%	759,060.93
Net Other Income	-217,906.51	-428,059.10	49.09%	-759,060.93
Net Income	136,910.38	-80,778.57	269.49%	737,059.96

Santa Ynez River Water Conservation District ID #1

Warrant List for Board Approval

October 21 through November 17, 2020

Date	Num	Name	Amount
Oct 21 - Nov 17, 20			
10/30/2020	23430	ACWA/JPIA - Health Ins. Oct. Premium	\$ 40,631.55
10/30/2020	23431	County of Santa Barbara -Dept Public Work	\$ 296.00
11/17/2020	23432	ACWA/JPIA - Workers Comp.	\$ 5,845.65
11/17/2020	23433	All Around Landscape Supply/SiteOne	\$ 311.14
11/17/2020	23434	Aquapulse Chemicals, LLC	\$ 4,328.03
11/17/2020	23435	Aramark Uniform Serv Inc.	\$ 1,060.44
11/17/2020	23436	Association of California Water Agencies	\$ 16,323.18
11/17/2020	23437	B of A Business Card Services-AGM	\$ 2,456.13
11/17/2020	23438	B of A Business Card Services-GM2	\$ 2,549.00
11/17/2020	23439	Bartlett, Pringle & Wolf, LLP	\$ 14,148.50
11/17/2020	23440	BasicData Business Printing	\$ 89.35
11/17/2020	23441	Bertin Pulido	\$ 1,090.00
11/17/2020	23442	Best Best & Krieger LLP	\$ 12,665.16
11/17/2020	23443	Brownstein,Hyatt,Farber, Schreck	\$ 12,359.50
10/30/2020	EFT	CA State Disbursement - October 2020	\$ 1,013.00
10/30/2020	EFT	CalPERS - October 2020	\$ 30,069.62
11/17/2020	23444	Cachuma O & M Board	\$ 20,960.00
11/17/2020	23445	California Special Districts Association	\$ 7,805.00
11/17/2020	23446	Central Coast Water-Authority/Solvang	\$ 682,767.82
11/17/2020	23447	CIO Solutions, LP	\$ 5,089.70
11/17/2020	23448	Clinical Lab of San Bernardino Inc.	\$ 270.00
11/17/2020	23449	Voided Check - Printing Error	\$ -
11/17/2020	23450	Comcast	\$ 303.84
11/17/2020	23451	Continental Utility Solutions, Inc.	\$ 103.28
11/17/2020	23452	Dig Safe Board	\$ 23.52
11/17/2020	23453	DMV Renewal	\$ 54.00
10/30/2020	EFT	Employment Dev. Dept. - October Payroll Taxes	\$ 9,996.95
11/17/2020	23454	FedEx	\$ 45.75
11/17/2020	23455	Ferguson Enterprises, Inc.	\$ 6,668.65
11/17/2020	23456	Filippin Engineering	\$ 975.00
11/17/2020	23457	Hach Company	\$ 483.16
11/17/2020	23458	Harrison Hardware Inc	\$ 216.12
11/17/2020	23459	Hecker's Coastal Tree Care	\$ 1,450.00
11/17/2020	23460	Hopkins Technical Products, Inc	\$ 2,569.71
11/17/2020	23461	ICONIX Waterworks (US) Inc.	\$ 6,991.35
11/17/2020	23462	Inklings Printing Co.	\$ 10.78
11/17/2020	23463	Iron Mountain	\$ 166.37
11/17/2020	23464	IVR Technology Group, LLC	\$ 70.82
11/17/2020	23465	J. Winther Chevron, Inc.	\$ 30.00
11/17/2020	23466	Jan-Pro Cleaning Systems	\$ 1,350.00
11/17/2020	23467	JANO Printing & Mailworks	\$ 3,425.87
10/30/2020	EFT	LincolnNational Life - October 2020	\$ 2,350.00
11/17/2020	23468	MarBorg Industries	\$ 181.74
11/17/2020	23469	McCormix Corp	\$ 1,977.61

Santa Ynez River Water Conservation District ID #1

Warrant List for Board Approval

October 21 through November 17, 2020

Date	Num	Name	Amount
10/30/2020	EFT	Mechanics Bank - October Payroll Taxes	\$ 34,875.94
11/17/2020	23470	Mission Ready Mix	\$ 1,115.22
11/17/2020	23471	MRK INC - Santa Ynez Paint	\$ 14.54
11/17/2020	23472	Nielsen Building Materials Inc	\$ 333.05
11/17/2020	23473	O'reilly Auto Parts	\$ 88.50
10/30/2020	EFT	Payroll - October 2020	\$ 98,412.59
11/17/2020	23474	P G & E	\$ 63,783.44
11/17/2020	23475	Praxair Distribution Inc	\$ 33.19
11/17/2020	23476	Quill	\$ 692.40
11/17/2020	23477	Quinn Company	\$ 97,608.62
11/17/2020	23478	Red Wing Shoes	\$ 200.00
11/17/2020	23479	Santa Maria CA News Media, Inc	\$ 21.00
11/17/2020	23480	Smiths Alarms & Electronics Inc	\$ 90.00
11/17/2020	23481	Sprint/T-Mobile	\$ 30.00
11/17/2020	23482	Stetson Engineers Inc	\$ 592.50
11/17/2020	23483	Stradling Yocca Carlson & Rauth	\$ 869.00
11/17/2020	23484	The Gas Company	\$ 19.32
11/17/2020	23485	Tierra Contracting, Inc.	\$ 105,854.54
11/17/2020	23486	Trustee/ Brad Joos	\$ 200.00
11/17/2020	23487	Trustee/ Jeff Clay	\$ 600.00
11/17/2020	23488	Trustee/ Lee Rosenberg	\$ 200.00
11/17/2020	23489	Trustee/ Lori Parker	\$ 400.00
11/17/2020	23490	Trustee/ Michael Burchardi	\$ 200.00
11/17/2020	23491	Underground Service Alert	\$ 97.45
11/17/2020	23492	USA Bluebook	\$ 1,887.57
11/17/2020	23493	Verizon Wireless	\$ 935.15
11/17/2020	23494	Waste Management of Santa Maria	\$ 285.43
11/17/2020	23495	William V. Mirarchi	\$ 225.00
11/17/2020	23496	Coastal Copy	\$ 196.28
11/17/2020	23497	Coastal Copy	\$ 8,690.00
		Total	<u>\$ 1,320,124.02</u>

Oct 21 - Nov 17, 20

DRAFT RESOLUTION NO. XXX

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT, IMPROVEMENT DISTRICT NO.1
APPROVING THE AUTOMATIC ANNUAL ADJUSTMENTS TO THE CAPITAL FACILITIES CHARGES
AND METER INSTALLATION FEES CONTAINED IN APPENDIX "C" AND APPENDIX "D"
OF THE DISTRICT'S RULES AND REGULATIONS

WHEREAS, the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, is empowered to prescribe, revise, and collect charges for services and facilities funded by it; and

WHEREAS, a capital facilities charge is an element in the District's overall financing plan; and

WHEREAS, revenues from capital facilities charges are available for the proportionate costs of system improvements and to pay for expansions; and

WHEREAS, State law precludes the use of such revenues to pay any portion of operation and maintenance expenses; and

WHEREAS, State law (Government Code § 66000 et seq.) requires that a reasonable relationship exist between the amount of capital facilities charge and the cost of the associated public facility; and

WHEREAS, water users must be treated in a consistent manner and funds collected must be used for certain capital purposes; and

WHEREAS, the District and the vast majority of water agencies in California require that water users pay the costs of facilities provided to serve them; and

WHEREAS, the alternative to collecting charges and fees from new development and water users is raising charges and fees to current water users, which is not equitable; and

WHEREAS, the charges and fees are collected during the construction period as a new customer or new level of use begins to utilize the water facilities; and

WHEREAS, on October 19, 1993, the District Board approved Resolution No. 422 adopting and establishing the installation and capital facility charges and provided that each year on January 1, the capital facilities charges shall be automatically adjusted by an increment based on the change in the *Engineering News Record (ENR) Construction Cost Index* (20 cities average) from a base index of 5167; and

WHEREAS, pursuant to Section 603 and Section 709 of the District's Rules and Regulations, the District's capital facilities charges relating to water service connections and meters shall be automatically adjusted each year on January 1 by an increment based on the change in the ENR Construction Cost Index to reflect actual costs of installation labor, parts, materials, and equipment; and

WHEREAS, the ENR Construction Cost Index is 11,455 as of October 2020; and

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

1. That APPENDIX "C" Installation and Capital Facilities Charges Pursuant to Article 6, Section 603 of the District's Rules and Regulations, as approved herein, be attached to the District's Rules and Regulations, effective on January 1, 2021; and,
2. That APPENDIX "D" Capital Facilities Charges and Meter Installation Fees for Services from Main Extensions Pursuant to Article 7, Section 709 of the District's Rules and Regulations, as approved herein, be attached to the District's Rules and Regulations, effective on January 1, 2021.

WE, THE UNDERSIGNED, being the duly qualified and acting President and Secretary respectively, of the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, do hereby certify that the above and foregoing Resolution was adopted and passed by the Board of Trustees at a Regular Meeting of the District held on the 15th day of December 2020, by the following roll call vote:

AYES, in favor thereof, Trustees:

NOES, Trustees:

ABSENT, Trustees:

DRAFT

Jeff Clay, President

ATTEST:

DRAFT

Mary Martone, Secretary to the Board of Trustees

APPENDIX "C"

**INSTALLATION AND CAPITAL FACILITIES CHARGES
PURSUANT TO ARTICLE 6, SECTION 603**

(Effective January 1, 2021)

<u>Lot Size</u>	<u>Minimum Meter Size</u>	<u>Maximum Flow Rate</u>	<u>Ratio to 5/8" meter</u>	<u>Capital Facilities Charge</u>	<u>Installation Charge</u>
10,000 sq. ft.	5/8"	20	1.0	\$ 4,145.73	The meter and service installation charge shall equal the cost of installation as determined by the District from time to time
>10,000 sq. ft. to 1 acre	3/4"	30	1.2	\$ 4,974.88	
>1 to 3 acres	1"	50	2.0	\$ 8,291.47	
>3 to 10 acres	1½ "	100	4.0	\$ 16,582.93	
>10 acres	2"	160	6.4	\$ 26,532.68	
	3"	350	12.8	\$ 53,065.38	
	4"	1,000	18.0	\$ 74,623.18	
	6"	2,000	40.0	\$165,829.30	
	8"	3,500	64.0	\$265,326.94	

For parcels with multiple Domestic or Rural Residential meters, the meter sizes (e.g. 5/8" and 1" inch) may be added to result in a combined equivalent size that satisfies the minimum meter size requirements.

APPENDIX "D"

**CAPITAL FACILITIES CHARGES AND METER INSTALLATION FEES
FOR SERVICES FROM MAIN EXTENSIONS
PURSUANT TO ARTICLE 7, SECTION 709**

(Effective January 1, 2021)

<u>Lot Size</u>	<u>Minimum Meter Size</u>	<u>Capital Facilities Charge</u>	<u>Meter Installation Fee</u>	<u>Total</u>
10,000 Sq. Ft.	5/8"	\$4,145.73	\$456.58	\$4,602.31
>10,000 to 1 acre	3/4"	\$4,974.88	\$482.44	\$5,437.32
>1 to 3 acres	1"	\$8,291.47	\$557.33	\$8,848.80
>3 to 10 acres	1-1/2"	\$16,582.93	\$1,109.73	\$17,692.66
> 10 acres	2" STD	\$26,532.68	\$1,332.41	\$27,865.09
	2" CPBM	\$26,532.68	\$2,155.98	\$28,688.66
	3" STD	\$53,065.38	\$2,195.85	\$55,261.23
	3" CPBM	\$53,065.38	\$3,371.04	\$56,436.42

CONTRACT CHANGE ORDER FORM

CHANGE ORDER NUMBER: 1

DATE: 11/10/2020


BASE CONTRACT AMOUNT:	\$612,650
PRIOR CHANGE ORDERS AMOUNT:	0
TOTAL CONTRACT PRIOR TO THIS CHANGE ORDER:	612,650
THIS CHANGE ORDER AMOUNT:	7,900
NEW CONTRACT AMOUNT:	\$620,550

ORIGINAL
CONTRACT
DATE: 1/22/2020

PROJECT: **Lateral Replacement Project - Phase 2**
 OWNER: Santa Ynez River Water Conservation District, Improvement District No.1
 CONTRACTOR: Tierra Contracting, Inc.

Change Order Items	Addition	Deduction	Days Ext.
1) Install 6-inch cross in lieu of planned 6x6x6 tee at the Cota/Tivola street intersection, after pipeline alignment using 45 degree bends, install 3 additional 6" gate valves.	\$14,310		
2) Remove 6x6x6 tee installation from contract work.		\$7,500	
3) Additional steel plate rental for construction delay due to COVID-19.	\$1,090		
NET TOTAL:	\$7,900		

We hereby agree to make the above change subject to the terms of this order for the sum of : \$7,900
 Seven Thousand Nine Hundred only _____ Dollars.

Recommended by Engineer:	Approved by Owner:	Accepted by Contractor:
		
Date:	Date:	Date: <u>11/12/2020</u>

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Change Order shall not be considered as such until it has been signed by the Owner, and the Contractor. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Change Order. The time for completing the Contract will not be extended unless expressly provided for in this Change Order.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Santa Ynez River Water Conservation District
Improvement District No.1
P.O. Box 157
Santa Ynez, California 93460

THIS SPACE RESERVED FOR RECORDER
ONLY
(Gov. Code § 27361.6)

Exempt from recording fee pursuant to
Government Code § 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner/agent of the interest or estate stated below.
2. The full name of the owner is **Santa Ynez River Water Conservation District, Improvement District No.1.**
3. The street address of the owner is **3622 Sagunto Street, Santa Ynez, California, 93460.**
4. The nature of the interest or estate is: **The District owns and maintains existing and newly installed water works facilities located in the vicinity of the towns of Santa Ynez and Ballard.**
5. Works of improvement on the properties herein described were completed and the owner accepted the project as complete as authorized by the owner's governing body on **November 17, 2020**, which is the completion date pursuant to California Civil Code Section 3086. The project included: **1) Excavation, installation, and burial of new water lines, including approximately 1,040 feet of 4" C900 PVC, 1,160 feet of 6" C900 PVC, and appurtenances; 2) Pressure testing and disinfection of each newly installed water line; 3) Tie-in of the new water lines to existing water mains; 4) Tie-in of all existing water service connections; and 5) Replacement of asphalt and gravel surfaces.**
6. The name of the contractor for such works of improvement is **Tierra Contracting, Inc.**
7. The sites of work consisted of **two private driveways and within the Rights-of-Way of five dead-end streets in the vicinity of the towns of Santa Ynez and Ballard.**
8. The property on which said work of improvement was completed is in the County of Santa Barbara, State of California.

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

Dated

Paeter Garcia, General Manager

CERTIFICATION MADE UNDER PENALTY OF PERJURY (CCP 2015.5)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge:

Paeter Garcia, General Manager

Date and Place



RECEIVED
FEB 26 2020
Central Coast Regional Water Quality Control Board

SCANNED
FEB 26 2020

LETTER OF TRANSMITTAL

To: Howard Kolb

Date: February 26, 2020

Organization:
Central Coast Regional Water Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Project Name: The Inn at Mattei's Tavern

RRM Office Location:
3765 S. Higuera St., Ste. 102
San Luis Obispo, CA 93401
p: (805) 543-1794
f: (805) 543-4609
From: Michael Hamilton

Project Number:
N/A

Title: Manager of Civil Engineering

We Transmit:

Via: Hand Delivered

WDR APP

For Your:

Approval
 Use

Distribution to Parties
 Review & Comments

Information
 Record

The Following:

Drawings
 Specifications
 Change Order

Shop Drawing Prints
 Shop Drawing Reproducible
 Reports

Letter
 Product Literature
 Confidentiality Agree.

No. of Copies	Date	Description:
1	2/26/20	Application (Form 200)
2	2/26/20	Report of Waste Discharge

RAILWAY JONATA, LLC
2350 RAILWAY AVENUE
LOS OLIVOS, CA 93441

FIRST REPUBLIC BANK
11-8166/3210

3301

2/11/2020

PAY TO THE ORDER OF State Water Resources Control Board

\$ 5,145.00

Five Thousand One Hundred Forty Five and 00/100

DOLLARS

Mattei's Tavern

ORIGINAL CHECK

**THE INN AT MATTEI'S TAVERN
REPORT OF WASTE DISCHARGE**

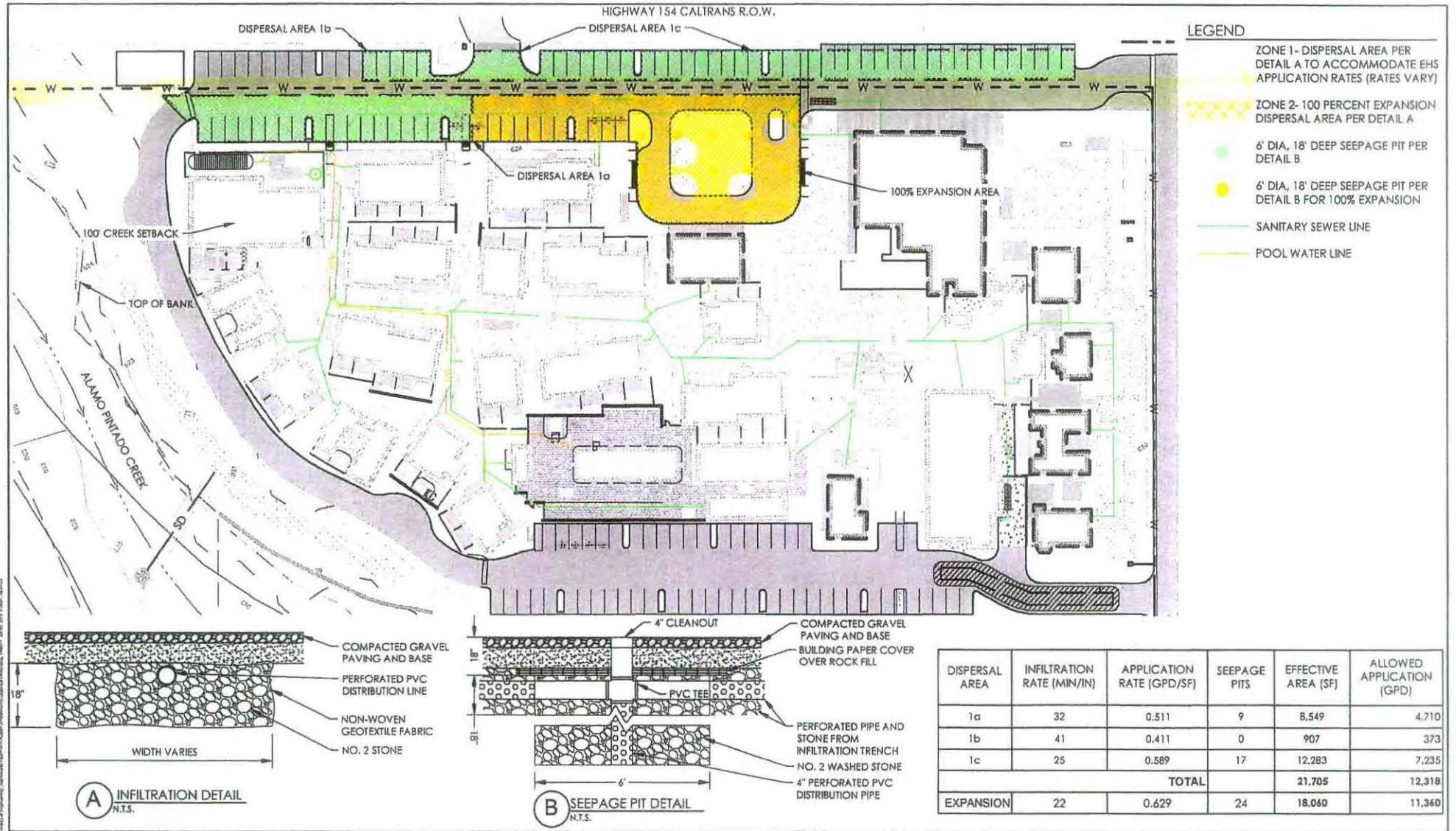
February 21, 2020



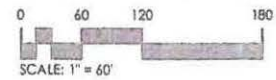
Prepared by: **RRM Design Group**

Prepared for: **Mattei's Tavern Holdings LLC**

Project Manager: **Michael C. Hamilton, P.E.**



THE INN AT MATTEIS TAVERN | INFILTRATION FACILITY EXHIBIT 1

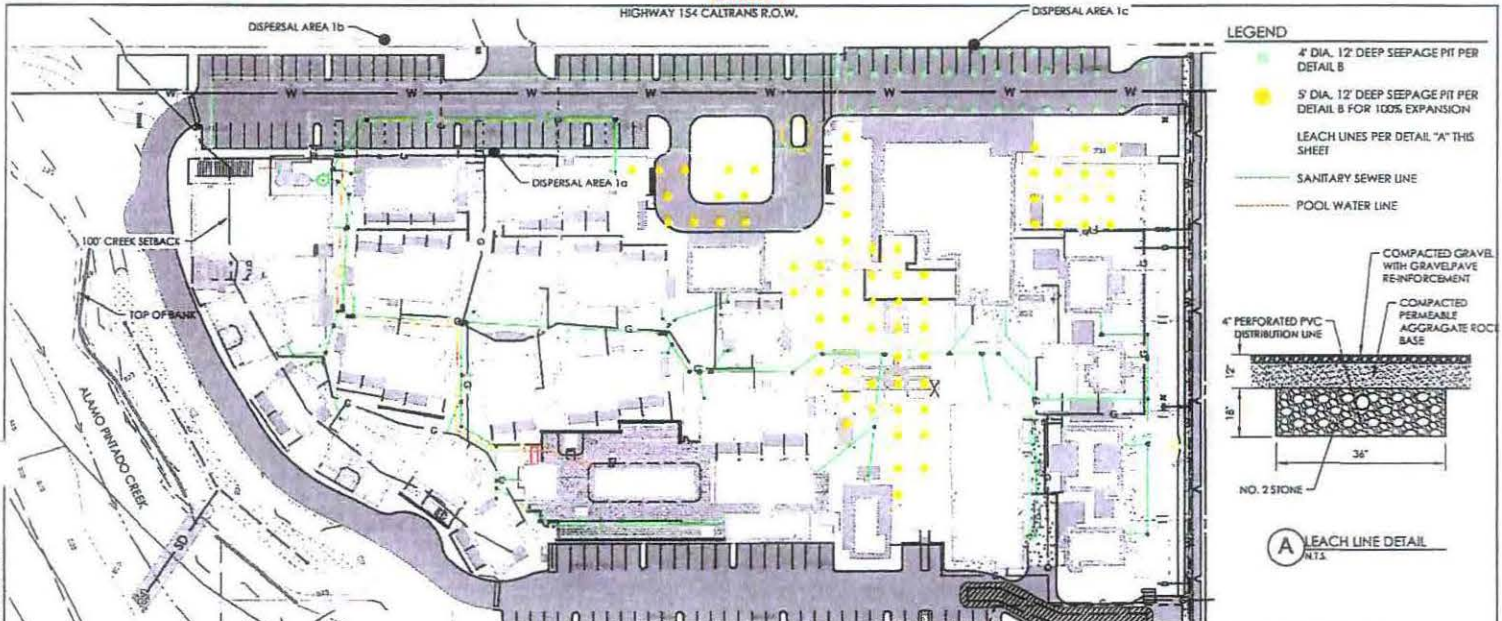


DATE 01/02/2020
Job No. 0413-03-R15



EXHIBIT 1

HIGHWAY 154 CALTRANS R.O.W.

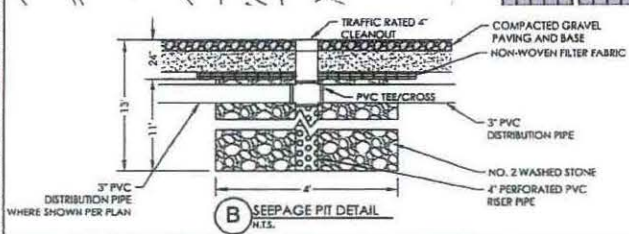


LEGEND

- 4" DIA. 12" DEEP SEEPAGE PIT PER DETAIL B
- 5" DIA. 12" DEEP SEEPAGE PIT PER DETAIL B FOR 100% EXPANSION
- LEACH LINES PER DETAIL "A" THIS SHEET
- SANITARY SEWER LINE
- POOL WATER LINE

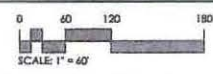
(A) LEACH LINE DETAIL
N.T.S.

COMPACTED GRAVEL WITH GRAVELPAVE REINFORCEMENT
COMPACTED PERMEABLE AGGREGATE ROCK BASE
4" PERFORATED PVC DISTRIBUTION LINE
NO. 2 STONE



DISPERSAL AREA	PERCOLATION RATE (GPD/SF)	APPLICATION RATE (GPD/SF)	ABSORPTION AREA (SF/LF)	LEACH LINE LENGTH (LF)	EFFECTIVE AREA (SF)	ALLOWED APPLICATION (GPD)
1a	2.70	0.85	7	1,075	7,525	4,144
1b	4.96	0.50	7	940	6,550	3,290
DISPERSAL AREA	PERCOLATION RATE (GPD/SF)	APPLICATION RATE (GPD/SF)	ABSORPTION CAPACITY (GPD)	SEEPAGE PITS	EFFECTIVE AREA (SF)	ALLOWED APPLICATION (GPD)
1c	20.62	0.8	3684.80	31	4,672	3,738
TOTAL					18,802	11,174
EXPANSION	22	0.8	4,858.50	72	13,857	11,094

THE INN AT MATTEIS TAVERN | INFILTRATION FACILITY
EXHIBIT 1



DATE 07/15/2020
JOB NO. 012-03-013





September 18, 2020

Jennifer Epp
Central Coast Regional Water Quality Control Board, Region 3
895 Aerovista Place
Suite 101
San Luis Obispo, CA 93401-7906

**HONORARY
TRUSTEE:**

Harlan J. Burchardi
1969-2020

TRUSTEES:

DIVISION 1

Lee Rosenberg

DIVISION 2

Jeff Clay

DIVISION 3

Lori Parker

DIVISION 4

Michael Burchardi

TRUSTEE-AT-LARGE

Brad Joos

GENERAL MANAGER

Pacter E. Garcia

Jeff Densmore
State Water Resources Control Board
Division of Drinking Water, District 6
1180 Eugenia Place
Suite 200
Carpinteria, CA 93013

Delaney Roney
County of Santa Barbara
Department of Planning & Development
123 East Anapamu Street
Santa Barbara, CA 93101-2058

Re: Mattei's Tavern Project – Proposed Wastewater Dispersal System

Dear Ms. Epp, Mr. Densmore, and Ms. Roney:

The Santa Ynez River Water Conservation District, Improvement District No.1 (District) submits this letter in connection with the proposed wastewater dispersal system for the Mattei's Tavern development project in Los Olivos, California. The District is a public water agency, organized and operating as a special district pursuant to the Water Conservation District Law, Water Code section 74000 et seq. Our office is located in Santa Ynez and we serve retail potable water supplies for domestic, agricultural, commercial, and institutional uses throughout the communities of Santa Ynez, Ballard, the Santa Ynez Band of Chumash Indians, Los Olivos, and the City of Solvang on a limited basis. The District has provided water service to the Mattei's Tavern property since our formation and we will be the retail water purveyor for the proposed Mattei's Tavern development project. The District is supportive of the Mattei's Project and we look forward to a long-term customer relationship with its owners and management. However, several serious issues have been brought to our attention that need to be resolved to ensure the protection of public health and the District's potable water supply infrastructure.

In the spring and early summer of this year, District staff was working with the engineering and development team for the Mattei's Project regarding the configuration and location of water supply connections that will be needed to serve the domestic and fire protection demands of the Project. In July, a slight complication arose in connection with the District's 6-inch potable water main that

runs in an east-west direction within Railway Avenue along the northern edge of the Mattei's property.¹ The issue was that the final design plans for the Project involved excavation and grading immediately on top of the District's pressurized 6-inch asbestos cement (AC) water main, and the final elevation of the Project's paved surfaces would not have provided the minimum required coverage relative to the existing depth of the water line. The District began working with the developer on ways to deepen the District's water main to allow their grading plans to move forward. As part of that coordinated effort, the District was willing to have the developer's engineering consultant prepare the design plans and hire its own contractor to perform the work, subject to the District's review and approval of the plans, and supervision and inspection of the work. The District prepared and approved a Water Main and Facilities Replacement Agreement to be entered with the Mattei's Project, and outlined other substantive and procedural steps that would need to be followed, such as the posting of a performance bond or letter of credit, and a dedication of facilities to the District.

Toward the end of July, as part of the District's visits to the Project site and based on documents provided by the developer's engineer,² the District became aware that the Mattei's Project was proposing to install dozens of large-scale wastewater seepage pits, wastewater leach fields, and sewer and wastewater dispersal lines immediately adjacent to and straddling the District's 6-inch potable water main and related potable water facilities along Railway Avenue. This was extremely concerning to the District. On August 4, 2020, the District contacted the Regional Board to express its concerns and attempt to determine the status of the Regional Board's review of the proposed wastewater dispersal system. The following day the District attended a conference call with Regional Board staff. Among other issues discussed, the District was informed that the overall wastewater design proposal had changed from what was submitted to the Regional Board on February 26, 2020; that the Regional Board was currently reviewing multiple exemption proposals for the Mattei's Project, including the use of wastewater seepage pits in addition to leach fields, and reduced separation to groundwater from the 10-foot standard down to 2-feet; that the Regional Board's exemption analysis involves a tradeoff and negotiation process aimed toward protecting groundwater quality; that the Regional Board's process does not involve environmental review under the California Environmental Quality Act (CEQA); that Regional Board staff was not previously aware that the District's 6-inch potable water main was located in the midst of the proposed wastewater seepage pits, leach fields, and dispersal lines; and that

¹ Railway Avenue used to be a public road used for ingress and egress to Highway 154, and the District's 6-inch water main, public fire hydrant, water service connections, and related appurtenances were installed in the public utilities right-of-way within Railway Avenue. In 2013, the County of Santa Barbara vacated a portion of Railway Avenue, wherein a permanent easement was reserved for the District's water supply infrastructure and other public utilities. (See Santa Barbara County Resolution No. 13-198; Recorded Document No. 2013-0048005.)

² On or about July 23, 2020 the developer's engineer provided the District a copy of the Application and Report of Waste Discharge that was sent by the Mattei's Project to the Central Coast Regional Water Quality Control Board (Regional Board) on February 26, 2020. On or about July 30, 2020, the developer's engineer provided the District a copy of an Exemption Request that was sent by the Mattei's Project to the Regional Board on July 23, 2020.

Regional Board staff would be contacting the Department of Drinking Water (DDW) regarding potential risks to the District's potable water facilities.

On August 7, 2020, the District received correspondence from Regional Board staff that they had conferred with the Mattei's Project development group and expressed concerns regarding the proximity of the proposed wastewater facilities to the District's potable water main. As part of their discussion with the Mattei's Project, Regional Board staff suggested a possible solution of moving the District's water main to the north and moving some of the wastewater seepage pits to the south in order to achieve a minimum 25-foot horizontal separation between the potable main and the wastewater dispersal system (consistent with 22 CCR § 64572), and that the subsurface dispersal of wastewater should occur at a vertical elevation below the District's water main. Regional Board staff asked the District and DDW to consider these potential design alternatives.

On the same day, the District informed the Mattei's Project that we would begin reviewing easement issues and the possibility of moving our 6-inch water main to the north, that we were still reviewing the large batch of brand new information regarding the proposed wastewater seepage pits and dispersal system, and that the District had ongoing questions and concerns regarding the protection of public health. The District also responded to Regional Board and DDW staff on August 7th, informing them that the District's primary objective is to protect public health, that we were willing to review the possibility of moving our water main to the north, that the District is seeking assurances that the Regional Board will require a minimum 25-foot horizontal separation, and also require subsurface wastewater dispersal to occur at a vertical elevation that is below the District's potable water main and related facilities. The District received additional correspondence from Regional Board staff on August 10 and August 11, indicating that the location and engineering design of the wastewater seepage pits and dispersal system should be coordinated between the Mattei's Project, the District, and DDW, "all of which ultimately are dependent on approval of the dispersal system by the Regional Board."

Over the past several weeks, the District has been actively engaged with the Mattei's Project in reviewing revised design plans and draft easement descriptions that would be needed if the District's 6-inch water main along Railway Avenue were to be moved laterally to the north. In correspondence to Regional Board staff and the Mattei's Project dated August 21, 2020, the District stated, in part:

[The Mattei's Project] indicates below that the Project has agreed with the District to relocate the public water line to the north to maintain a 25-foot separation to the effluent leach lines and seepage pits. Last Friday the Project representatives again discussed this idea in a call with the District, and yesterday we received an updated plan from [the Mattei's Project] that shows our main line being moved to the north. By all means we are willing to review this new proposal, which we have started to do, yet we are not in a position to provide agreement on any particular design as that would depend in part on input and approval from the Regional Board and DDW. Separately, several other arrangements would need to be prepared and finalized between the Project and the District. In reviewing the most recent

proposal to move the District's potable main to the north (to achieve a minimum 25 foot horizontal separation), we also are trying to confirm that vertical separation will be achieved such that the conveyance and disbursement of any/all effluent through the leach lines and seepage pits will only occur at an appropriate elevation below the final buried elevation of our potable water facilities (mains, service laterals, fire laterals) to ensure the protection of public health under all reasonably foreseeable conditions. Design mitigation also remains an important factor. We look forward to following up and working with the Mattei's team and the RWQCB/DDW. In the meantime, please let us know if you have any questions or concerns.

On Sunday, September 6, 2020, the District received a copy of a "latest report" for the wastewater system that the developer's engineer has submitted to the Regional Board. Once again, and as time permits among other competing priorities, the District will need to review yet another revised design for the wastewater dispersal system. The initial focus of our review is to ascertain whether, consistent with the Regional Board's recommendations to date, a minimum 25-foot horizontal separation and some degree of vertical separation will be achieved between the District's potable water facilities and any/all components of the newly proposed wastewater dispersal system, including the seepage pits, the leach fields (infiltration trenches), the dispersal pipelines, and the subsurface incidental reuse system for plant growth and evapotranspiration. (See, e.g., August 31, 2020 Revised Report of Waste Discharge, p.1.) Unfortunately, even a cursory review of the latest report suggests that adequate separations are not being proposed in the revised design, to wit: "The project has requested an exemption from the 10 foot vertical separation typically required by the County LAMP. The seepage pit dispersal zone will start 2' below the surface, giving them an effective dispersal depth of 12'." (See, August 31, 2020 Revised Report of Waste Discharge, p. 12.) If the seepage pit dispersal zone starts 2-feet below the surface, while the bottom of the District's potable main will be buried nearly 4-feet below the surface, this shows that wastewater will be dispersed at an elevation above the District's potable water main. Similar issues appear to exist with wastewater dispersal to the leach fields.

On September 17, 2020, the District received follow-up correspondence from Regional Board staff regarding their receipt and review of the above-mentioned "latest report" for the wastewater treatment and dispersal system. We assume the Regional Board has observed that the revised design fails to provide the amounts of vertical separation that they and the District have requested. To date we have not received any input from DDW on this matter. Meanwhile, the Mattei's Project is submitting repeated requests to the District to approve the revised wastewater dispersal design and move its potable water main and related facilities to the north.

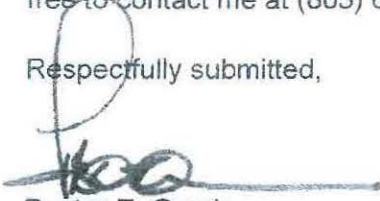
In accordance with the foregoing, the District does not believe we are the appropriate agency to conduct environmental review or provide final approval of specific design parameters for the proposed wastewater dispersal system on the Mattei's Project. Instead, we believe the Regional Board, DDW, and the County have the responsibility, authority, and expertise to determine and impose separation requirements on the system design, taking various factors into account, such as subsurface hydrogeology, percolation rates, soil characteristics, system capabilities under

varying hydrologic conditions that affect the subsurface environment, and performance metrics of the seepage pits and leach fields over time. Nor does it seem appropriate for the District to relocate critical public infrastructure before the necessary reviews and approvals are completed, and specific and enforceable requirements are imposed by the permitting/regulatory agencies to ensure the long-term protection of public health and the District's potable water facilities. Candidly, the District believes that the issues described herein should have been identified and resolved prior to commencement of all the grading and construction activities that are already underway at the Project site.

To the extent the District is being asked to relocate its potable water main and related facilities prior to final approvals and permits being issued by the Regional Board, DDW, and the County, the District is seeking written and enforceable assurances from the permitting/regulatory agencies that such approvals and permits will be expressly conditioned on requirements that a minimum 25-foot horizontal separation and at least 1-foot of vertical separation will be maintained between, on the one hand, any and all components of the District's potable water system, including but not limited to its mains, service laterals, meters, and fire hydrants, and, on the other hand, any and all dispersal of wastewater through any components of the proposed wastewater dispersal system, including any seepage pits, any leach fields (infiltration trenches), any dispersal pipelines, and any subsurface incidental reuse for plant growth and evapotranspiration.

The District looks forward to your review and feedback on the issues described herein. Should you have any questions or concerns, or if you wish to discuss any related matters, please feel free to contact me at (805) 688-6015 or via email at pgarcia@svrwd.org.

Respectfully submitted,



Paeter E. Garcia
General Manager

cc: Eric Tambini, Water Resources Manager
Lydia Cardenas, Water Resources Associate
Gary Kvistad, Brownstein Farber Hyatt Schreck
Joe Faust, Mattei's Project
Voikan Jeremic, Mattei's Project
Michael Hamilton, Mattei's Project

**THE INN AT MATTEI'S TAVERN
REPORT OF WASTE DISCHARGE**

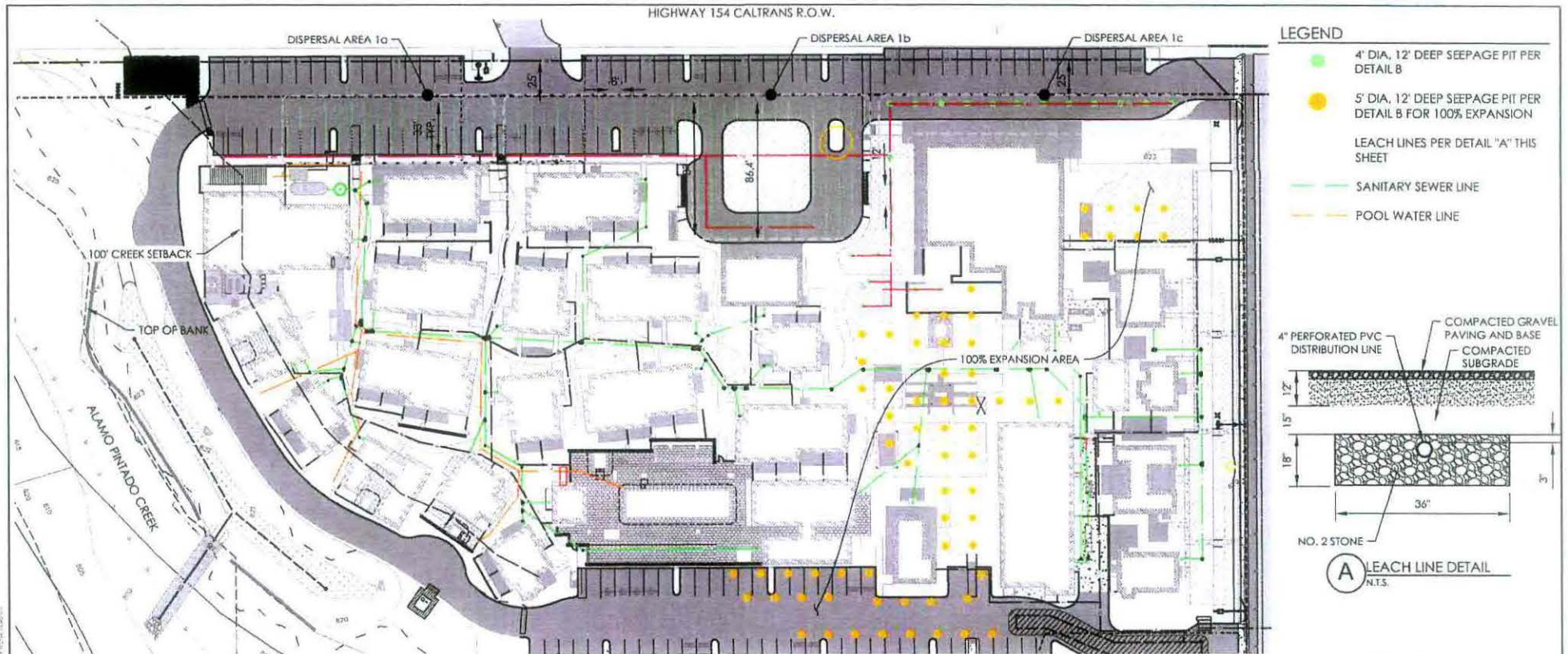
August 31, 2020



Prepared by: **RRM Design Group**

Prepared for: **Railway Jonata LLC**

Project Manager: **Michael C. Hamilton, P.E.**

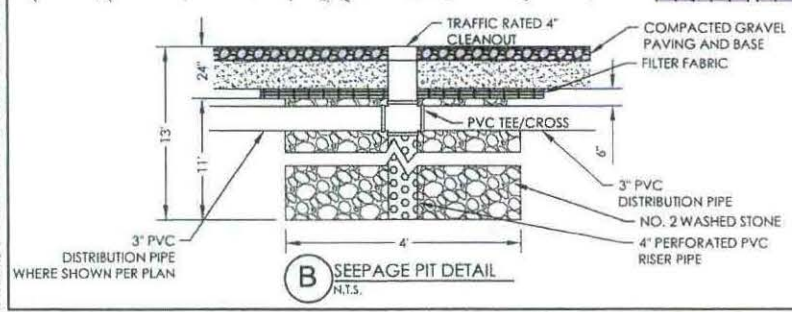


LEGEND

- 4" DIA. 12" DEEP SEEPAGE PIT PER DETAIL B
- 5" DIA. 12" DEEP SEEPAGE PIT PER DETAIL B FOR 100% EXPANSION
- LEACH LINES PER DETAIL "A" THIS SHEET
- SANITARY SEWER LINE
- POOL WATER LINE

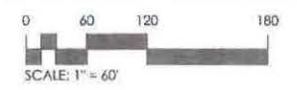
A LEACH LINE DETAIL
N.T.S.

4" PERFORATED PVC DISTRIBUTION LINE
 12"
 18"
 36"
 3"
 NO. 2 STONE
 COMPACTED GRAVEL PAVING AND BASE
 COMPACTED SUBGRADE



DISPERSAL AREA	PERCOLATION RATE (GPD/SF)	APPLICATION RATE (GPD/SF)	ABSORPTION AREA (SF/LF)	LEACH LINE LENGTH (LF)	EFFECTIVE AREA (SF)	ALLOWED APPLICATION (GPD)
1a		0.551	7	528	3,696	2,036
1b		0.629	7	1,451	10,157	6,389
DISPERSAL AREA	PERCOLATION RATE (GPD/SF)	APPLICATION RATE (GPD/SF)	ABSORPTION CAPACITY (GPD)	SEEPAGE PITS	EFFECTIVE AREA (SF)	ALLOWED APPLICATION (GPD)
1c		0.8	3886.80	23	3,468	2,775
TOTAL					17,139	11,200
EXPANSION	22	0.8	4,858.50	73	14,047	11,237

THE INN AT MATTEIS TAVERN | INFILTRATION FACILITY EXHIBIT 1



DATE 08/06/2020
JOB NO. 0413-03-N15



Paeter Garcia

From: Bishop, James@Waterboards <James.Bishop@Waterboards.ca.gov>
Sent: Monday, November 2, 2020 9:52 AM
To: Hamilton, Michael C.; Joe Faust; Voikan Jeremic
Cc: Tuttle, Alex; Roney, Delaney; Densmore, Jeff@Waterboards; Paeter Garcia
Subject: Compilation of modifications to engineering design specifications

Hi Mike, Joe, and Voikan,

As you all are aware, there have been a large number of modifications and stipulations related to the Mattei's Tavern wastewater treatment system design over the past many months. The good news these discussions have culminated in a design that the Regional Board feels comfortable permitting and will be protective of groundwater quality and potable water supplies. However, given the large number of modifications and stipulations that have occurred in the various meetings, emails, and engineering design documents, I want to make sure that we're all in agreement with respect to the major changes to the engineering design and monitoring that have been discussed over the past months. I've also included some monitoring requirements and permit limitations that will need to be included in the permit.

I ask that the three of you please review the specifications and stipulations described below and respond to this email and let me know if what I outlined below reflects the engineering designs that the Mattei's group will include in the final engineering technical document. If the list below does accurately reflect the engineering design as discussed over the previous months and weeks, I will need a final engineering technical document that incorporates all of these changes for our records.

An agreement between the Mattei's Tavern engineering and development group and the Regional Board regarding the issues outlined below will serve as the trigger that Santa Barbara County Building and Planning needs for issuing their permits.

Below is a list of engineering design specifications and modifications proposed by the Mattei's Tavern engineering group to meet applicable Regional Board and Division of Drinking Water requirements:

Wastewater treatment

- Because the bottom of the seepage pit may have less than 10 feet of vertical separation from groundwater, wastewater will be UV disinfected and treated such that total nitrogen is less than 10 mg/L.

Wastewater dispersal design

- The seepage pits shall be designed such that the bottom of the pit has a minimum of two feet of vertical separation from highest observed groundwater. Highest observed groundwater was 15 feet below ground surface in a monitoring well located on the Mattei's parcel.
- All wastewater dispersal systems, including leach lines, subsurface drip irrigation, and seepage pits, will have at least 25 feet of horizontal separation from the water district's potable water main
- Seepage pit and leach line effluent distribution will be at an elevation that is lower than the elevation of the bottom potable water main.
- The dispersal system will include an effluent distribution system that achieves uniform distribution of wastewater throughout the dispersal facility and helps to avoid saturated soil conditions. Rotating wastewater distribution through various zones combined with a dosing tank and a pressured dosed system can achieve this result.
- The dispersal system shall include periodically spaced observation ports for the leachlines and seepage pits that allow for observation of soil saturation.

- A monitoring well shall be installed to monitor groundwater elevation and evaluate compliance with the requirement to maintain 2 feet of vertical separation with bottom of seepage pits and provide an indication of conditions that may cause saturation of the potable water main by effluent dispersed in the subsurface. Monitoring well location to be determined based on the slug testing, subsurface lithologic evaluation, and after consultation with the Regional Board.
- Slug testing shall be performed to verify that adequate infiltration capacity exists to accommodate maximum design flows.
- During seepage pit excavation, an evaluation of subsurface lithology shall be conducted by a qualified professional to identify whether laterally continuous low permeability geologic units exist in the dispersal area

Below is a list of enforceable limits and monitoring requirements that the Regional Board will include in the permit:

Permit limits

- wastewater dispersal shall not occur if groundwater separation from the bottom of the seepage pit is less than 2 feet. Groundwater monitoring well shall be used to verify this permit limit.
- wastewater dispersal shall not occur if saturated soil conditions exist. Observation ports and inspection of ground surface conditions shall be used to verify this permit limit.
- Effluent quality must comply with UV system manufacturers requirements for turbidity.
- Maximum influent flows shall not exceed 11,100 gpd
- Effluent limits: Total N<10 mg/L; BOD<10 mg/L; TSS <5 mg/L

Monitoring Frequencies

- groundwater monitoring shall occur once during each of the following months, with each measurement at least 20 days apart: October, November, December, January, February, March, April, July. If groundwater elevations are ever within 10 feet of the bottom of the deepest seepage pit (regardless of the time of year), monitoring frequencies will be increased to once every two weeks until groundwater is less than 10 feet from the bottom of the seepage pit. If groundwater elevations are ever within 5 feet of the bottom of the deepest seepage pit, monitoring frequencies will be increased to once per week. The discharger may choose to monitor groundwater elevations with a transducer as long as annual calibration of the transducer occurs.
- For the first three months of operation, leachline and seepage pit observation ports shall be monitored weekly for saturated soil conditions. If after three months saturated soil conditions aren't observed, monitoring shall occur as follows: Observation ports shall be observed at least monthly. Observation ports shall be observed after any rain even that exceeds 0.25 inches in 24 hours.
- Total coliforms shall be monitored weekly for the first three months to ensure system performance and quarterly thereafter if system performs appropriately. If groundwater elevation is less than 10 feet below the bottom of the deepest seepage pit, total coliforms shall be monitored monthly. If depth to groundwater is less than 5 feet below the deepest seepage pit, total coliforms shall be monitored weekly.
- Total nitrogen shall be monitored quarterly

It is unclear to me if the proposed design is still planning to utilize subsurface drip irrigation as incidental reuse. Please provide some clarification on this matter. If incidental reuse is proposed in the final design, please include specifics in the final report and make sure it achieves at least 25 feet of horizontal separation from the potable water main.

This is not an exhaustive list of permit limits and requirements. The list only reflects the changes we have discussed over the last few months that allow the applicant to comply with applicable regulations. The final permit will require compliance with the Statewide General Order for Small Domestic Wastewater Treatment Systems (2014-0153), the OWTS Policy, the Santa Barbara County Local Area Management Plan, and the Water Quality Control Plan for the Central Coast Basin (Basin Plan).

Thanks,
James

James Bishop
Engineering Geologist, PG
Waste Discharge Requirement (WDR) Program
(805) 542-4628
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401



State Water Resources Control Board
Division of Drinking Water

November 6, 2020

Santa Ynez River Water Conservation District ID #1
P.O. Box 157
Santa Ynez, CA 93460

Attention: Mr. Eric Tambini, Water Resources Manager

RE: Mattei's Tavern Water Main Separation

Thank you for including the Division of Drinking Water (DDW) in the discussions regarding the proposed wastewater disposal system at Mattei's Tavern and its proximity to a water main owned by Santa Ynez River Water Conservation District ID#1 (District). At issue is an existing 6-inch potable water main and its proximity to the proposed construction site for a series of septic leach fields and seepage pits. The water main parallels the proposed disposal system's location and must be at least 25 horizontal feet from the leach lines and seepage pits in accordance with drinking water regulations (§64572 (f)). The District will be relocating their water main to at least 25 horizontal feet from the disposal facilities and is obtaining a property easement for the new location. Additional concerns regarding the location of the proposed disposal system include shallow, subsurface conditions which may restrict wastewater percolation rates and promote shallow groundwater after a period of wet weather. The District, Central Coast Regional Water Quality Control Board (RWQCB) and DDW met several times to discuss these concerns and potential mitigations including requiring the disposal system be no higher than the bottom of the District's water main. The outcome is a project, which in the opinion of DDW, adequately protects the District's 6-inch potable water main from the proposed wastewater disposal system at Mattei's Tavern. The agreed upon mitigations were outlined in a November 2, 2020 email from Mr. James Bishop at the RWQCB (attached). Thank you to the District and RWQCB for your time and consideration regarding this issue.

If you have any questions regarding this letter, please contact Jeff Densmore at jeff.densmore@waterboards.ca.gov or 805.566.1326.

Sincerely,

Jeff Densmore

Digitally signed by Jeff
Densmore
Date: 2020.11.06 09:01:17
Water 08'00'

Jeff Densmore, P.E., District Engineer
State Water Resources Control Board
Division of Drinking Water
Santa Barbara District

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

cc: Central Coast Regional Water Quality Control Board
Attn: Mr. James Bishop, Engineering Geologist, PG

Santa Barbara County Environmental Health

From: [Bishop, James@Waterboards](mailto:Bishop.James@Waterboards)
To: [Hamilton, Michael C.](#); [Joe Faust](#); [Voikan Jeremic](#)
Cc: [Tuttle, Alex](#); [Roney, Delaney](#); [Densmore, Jeff@Waterboards](mailto:Densmore.Jeff@Waterboards); [Paeter Garcia](#)
Subject: Compilation of modifications to engineering design specifications
Date: Monday, November 2, 2020 9:51:55 AM

Hi Mike, Joe, and Voikan,

As you all are aware, there have been a large number of modifications and stipulations related to the Mattei's Tavern wastewater treatment system design over the past many months. The good news these discussions have culminated in a design that the Regional Board feels comfortable permitting and will be protective of groundwater quality and potable water supplies. However, given the large number of modifications and stipulations that have occurred in the various meetings, emails, and engineering design documents, I want to make sure that we're all in agreement with respect to the major changes to the engineering design and monitoring that have been discussed over the past months. I've also included some monitoring requirements and permit limitations that will need to be included in the permit.

I ask that the three of you please review the specifications and stipulations described below and respond to this email and let me know if what I outlined below reflects the engineering designs that the Mattei's group will include in the final engineering technical document. If the list below does accurately reflect the engineering design as discussed over the previous months and weeks, I will need a final engineering technical document that incorporates all of these changes for our records.

An agreement between the Mattei's Tavern engineering and development group and the Regional Board regarding the issues outlined below will serve as the trigger that Santa Barbara County Building and Planning needs for issuing their permits.

Below is a list of engineering design specifications and modifications proposed by the Mattei's Tavern engineering group to meet applicable Regional Board and Division of Drinking Water requirements:

Wastewater treatment

- Because the bottom of the seepage pit may have less than 10 feet of vertical separation from groundwater, wastewater will be UV disinfected and treated such that total nitrogen is less than 10 mg/L.

Wastewater dispersal design

- The seepage pits shall be designed such that the bottom of the pit has a minimum of two feet of vertical separation from highest observed groundwater. Highest observed groundwater was 15 feet below ground surface in a monitoring well located on the Mattei's parcel.
- All wastewater dispersal systems, including leach lines, subsurface drip irrigation, and seepage pits, will have at least 25 feet of horizontal separation from the water district's potable water main
- Seepage pit and leach line effluent distribution will be at an elevation that is lower than the elevation of the bottom potable water main.

The dispersal system will include an effluent distribution system that achieves uniform distribution of wastewater throughout the dispersal facility and helps to avoid saturated soil conditions. Rotating wastewater distribution through various zones combined with a dosing tank and a pressured dosed system can achieve this result.

- The dispersal system shall include periodically spaced observation ports for the leachlines and seepage pits that allow for observation of soil saturation.
- A monitoring well shall be installed to monitor groundwater elevation and evaluate compliance with the requirement to maintain 2 feet of vertical separation with bottom of seepage pits and provide an indication of conditions that may cause saturation of the potable water main by effluent dispersed in the subsurface. Monitoring well location to be determined based on the slug testing, subsurface lithologic evaluation, and after consultation with the Regional Board.
- Slug testing shall be performed to verify that adequate infiltration capacity exists to accommodate maximum design flows.
- During seepage pit excavation, an evaluation of subsurface lithology shall be conducted by a qualified professional to identify whether laterally continuous low permeability geologic units exist in the dispersal area

Below is a list of enforceable limits and monitoring requirements that the Regional Board will include in the permit:

Permit limits

- wastewater dispersal shall not occur if groundwater separation from the bottom of the seepage pit is less than 2 feet. Groundwater monitoring well shall be used to verify this permit limit.
- wastewater dispersal shall not occur if saturated soil conditions exist. Observation ports and inspection of ground surface conditions shall be used to verify this permit limit.
- Effluent quality must comply with UV system manufacturers requirements for turbidity.
- Maximum influent flows shall not exceed 11,100 gpd
- Effluent limits: Total N<10 mg/L; BOD<10 mg/L; TSS <5 mg/L

Monitoring Frequencies

- groundwater monitoring shall occur once during each of the following months, with each measurement at least 20 days apart: October, November, December, January, February, March, April, July. If groundwater elevations are ever within 10 feet of the bottom of the deepest seepage pit (regardless of the time of year), monitoring frequencies will be increased to once every two weeks until groundwater is less than 10 feet from the bottom of the seepage pit. If groundwater elevations are ever within 5 feet of the bottom of the deepest seepage pit, monitoring frequencies will be increased to once per week. The discharger may choose to monitor groundwater elevations with a transducer as long as annual calibration of the transducer occurs.
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exceeds 0.25 inches in 24 hours.

- Total coliforms shall be monitored weekly for the first three months to ensure system performance and quarterly thereafter if system performs appropriately. If groundwater elevation is less than 10 feet below the bottom of the deepest seepage pit, total coliforms shall be monitored monthly. If depth to groundwater is less than 5 feet below the deepest seepage pit, total coliforms shall be monitored weekly.
- Total nitrogen shall be monitored quarterly

It is unclear to me if the proposed design is still planning to utilize subsurface drip irrigation as incidental reuse. Please provide some clarification on this matter. If incidental reuse is proposed in the final design, please include specifics in the final report and make sure it achieves at least 25 feet of horizontal separation from the potable water main.

This is not an exhaustive list of permit limits and requirements. The list only reflects the changes we have discussed over the last few months that allow the applicant to comply with applicable regulations. The final permit will require compliance with the Statewide General Order for Small Domestic Wastewater Treatment Systems (2014-0153), the OWTS Policy, the Santa Barbara County Local Area Management Plan, and the Water Quality Control Plan for the Central Coast Basin (Basin Plan).

Thanks,
James

James Bishop
Engineering Geologist, PG
Waste Discharge Requirement (WDR) Program
(805) 542-4628
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401

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

WATER MAIN AND FACILITIES REPLACEMENT AGREEMENT
(CONSTRUCTION BY APPLICANT)

This Water Main and Facilities Replacement Agreement (Agreement) is made by and between the Santa Ynez River Water Conservation District, Improvement District No.1 (District) and Railway Jonata, LLC (Applicant) on April 15, 2020 (Effective Date). The District and Applicant may be referred to herein individually as a "Party" and collectively as the "Parties."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **Water Service.** Applicant has applied to the District for water service to real property in the County of Santa Barbara, State of California, commonly referred to as: 2350 Railway Avenue, Los Olivos, California 93441; and more particularly described as Assessor's Parcel Numbers 135-064-002, 135-064-004, 135-064-011, 135-064-020, 135-073-00, 135-073-021, 135-073-003 (collectively, the Property). The Property is currently subject to development by Applicant in connection with what is commonly referred to as the "Mattei's Project" (Project). Applicant is the owner of the Property.

The Property and the Project are situated within the service area boundary of the District. In order for the District to provide the Property and the Project with water service in accordance with the plans and specifications submitted by the Applicant, it will be necessary to relocate, replace, and otherwise construct or reconstruct certain of the District's existing water supply facilities, including but not limited to a water main, water service connections, two public fire hydrants, and related facilities (collectively, the Reconstructed Facilities).

2. **Limited Scope of Agreement.** The Parties recognize and agree that the scope of work addressed in this Agreement is limited to the Reconstructed Facilities and that additional work by the District beyond that covered by this Agreement, including, but not limited to, hydraulic modeling and potential upsizing water lines and other improvements to District infrastructure may be needed to accommodate Applicant's new private fire protection system for the Property and the Project, which will need to be undertaken at Applicant's expense to provide water service to the Property and the Project. Any such additional work, conditions, and costs to Applicant shall be addressed and administered through an amendment to this Agreement.

3. **Term.** The term of this Agreement shall commence on the Effective Date and continue until one (1) year after the date that the notice of completion is recorded for the Reconstructed Facilities.

4. **Applicant's Obligations.** The design, planning, permitting, and construction of the Reconstructed Facilities as described in this Agreement shall be performed by Applicant in accordance with the terms and conditions of this Agreement at Applicant's sole cost and expense, with construction to be completed within six (6) months from the Effective Date of this Agreement, regardless of whether Applicant proceeds with development of the Property and the Project.

5. **Construction Standards.** All design and construction of the Reconstructed Facilities shall be performed by Applicant and all plans and engineering shall be prepared by Applicant in accordance with District's Standards and Specifications and also shall comply with all requirements of the Central Coast Regional Water Quality Control Board, the State Water Resources Control Board Division of Drinking Water, and the County of Santa Barbara. All of the construction and engineering specifications and plans, including the underlying design calculations, for the Reconstructed Facilities (collectively, Contract Documents) shall be submitted to the District for its written approval, in its sole and absolute discretion, prior to Applicant's award of any construction contract and prior to the commencement of any construction work by Applicant. Applicant shall incorporate the District's written comments and revisions into the Contract Documents. The Contract Documents submitted to the District for review shall be in a size and scale acceptable to the District. Each set of Contract Documents must include: Title Sheet, Construction Notes, Plan View, Profiles, Detail, and Grading Sheets, including cut and fill calculations for the Reconstructed Facilities. Applicant shall furnish the District with one complete set of duplicate originals and two copies of the approved Contract Documents. All work shall be subject to field inspection and approval by the District in its sole and absolute discretion. The District shall not be held liable or responsible for errors, omissions, or changes required by site conditions or conflicts that may arise during construction or deviation from the District-approved Contract Documents.

6. **Letter of Credit or Performance Bond.** Prior to the start of any construction of the Reconstructed Facilities, Applicant shall furnish the District with a letter of credit or performance bond conditioned upon Applicant completing construction within six (6) months after the Effective Date of this Agreement and in accordance with the Contract Documents as approved by the District, the District's Rules and Regulations, and this Agreement. The letter of credit or performance bond shall be in a form approved by the District and issued in an amount equal to at least the contract amount for the construction work or an Engineer's Cost Estimate for the entirety of the construction to be performed, which amount must be approved by the District. The letter of credit or performance bond shall be released one year after the completion of construction, final approvals, and dedication of the water system facilities as provided in this Agreement.

7. **Indemnification.** Applicant shall hold harmless, defend, and indemnify the District, and its elected officials, officers, employees, contractors, consultants, agents, and representatives from any and all liabilities, losses, costs, expenses, claims, suits, actions, damages, and claims of damages caused by or arising out of the Project, the Reconstructed Facilities, or any of the activities under this Agreement whether by Applicant or its owners, officers, managers, employees, contractors, subcontractors, consultants, agents, or representatives, including, but not limited to, activities relating to design, planning, permitting, construction, testing, maintenance, or repair of the Reconstructed Facilities, except to the extent of any liabilities, losses, costs, expenses, claims, suits, actions, damages, or claims of damages are caused by the District's active negligence or willful misconduct. Applicant shall cause to be inserted in any construction contract(s) for the work to be performed under this Agreement an indemnification clause substantially similar to the one in this Section 7 and running to the benefit of the District.

8. **Insurance.** Prior to and all times during which any construction of the Reconstructed Facilities are being carried out under this Agreement, Applicant shall require its construction

contractor(s) to procure and maintain in full force and effect, the following insurance coverages, with certificates of insurance provided to the District:

8.1. Commercial General Liability. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation, and removal of lateral support covering the contractor's activities under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence Form CG 0001, and with a limit in an amount of not less than One Million Dollars (\$1,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

8.2. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance covering employees in accordance with statutory requirements, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) policy limit, and One Million Dollars (\$1,000,000) each employee.

8.3. Automobile Liability. Automobile liability insurance for bodily injury and property damage, which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a limit in an amount of not less than One Million Dollars (\$1,000,000) each accident.

8.4. Builder's Risk. Builder's Risk insurance shall be of the "all risk" type, shall be written in completed value form, and shall protect the contractor and the District against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the work at completion. The policy shall provide for losses to be payable to the contractor and the District as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the contractor or the District. The policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake.

8.5. General Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions: (1) the District, its elected officials, officers, agents, and employees shall be named as additional insureds; (2) the insurance shall be primary with respect to the District, its elected officials, officers, agents, and employees, and any insurance, self-insurance, or other coverage maintained by the District, its elected officials, officers, agents, and employees shall not contribute to it; (3) any failure to comply with the reporting or other provisions of the policies, including breaches and warranties, shall not affect coverage provided to the District, its elected officials, officers, agents, and employees; and (4) the insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each insurance policy shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier, except after

thirty (30) days prior written notice has been given to the District in accordance with the standard ISO Accord Form. Thirty (30) days written notice shall be provided to the District prior to the non-renewal of any policy or policies required by this Agreement. All insurance coverages, as initially provided and as modified or changed, shall be subject to reasonable approval by the District. Any deductible or self-insured retention must be declared to and approved by the District. Upon demand of the District, certified copies of the required insurance policies and receipts for payment of premiums for all policies shall be made available for inspection by the District. The insurance coverages required under this Agreement shall not limit the indemnification obligations of the Applicant under this Agreement, and the failure to maintain the insurance coverages required above shall constitute a material breach of this Agreement.

9. Deposit for District Expenses. Prior to or concurrent with the District's approval of the Contract Documents as provided in this Agreement, Applicant shall deposit with the District twenty-thousand dollars (\$20,000.00) as an initial amount estimated by the District to be the District's costs and expenses in connection with its review, approval, inspection, and general administration activities under this Agreement. These District-related costs and expenses may include, but are not limited to, plan checking, engineering review, legal review, survey work and review, inspections, as-built plans review, administrative time, overhead costs, and miscellaneous costs as determined by the District. Upon completion of all work under this Agreement, and upon final approval and acceptance of the Reconstructed Facilities by the District in its sole and absolute discretion, the District shall furnish Applicant with a complete written accounting of all of the District's costs and expenses incurred under this Agreement. If the actual costs incurred by the District are in excess of this initial deposit amount, the District will bill Applicant for such excess which shall be due and payable to the District immediately upon Applicant's receipt of such billing. If the actual costs incurred by the District are less than this initial deposit amount, the District shall refund such excess to Applicant, provided that Applicant is in compliance with the terms and conditions of this Agreement.

10. New Easements. The Parties acknowledge that some of the work to be undertaken pursuant to this Agreement, including work to relocate, replace, and otherwise construct the Reconstructed Facilities, will need to occur in areas that are outside existing easements held by the District; therefore, Applicant shall grant any new permanent easement(s) to the District that are needed for the location of any and all of the Reconstructed Facilities located on the Property. Each easement granted by Applicant shall be in a format acceptable to the District, and shall be accompanied by a preliminary title report from a title insurance company dated within fourteen (14) days prior to the date that the easement(s) is granted and delivered to the District. For each easement(s) granted to the District, Applicant shall provide to the District, for each parcel affected by the easement(s), proof of written subordination by any person or entity holding a deed of trust on the affected parcel. Upon granting of the new easement(s) to the District, Applicant immediately shall record each easement in the official records of the Santa Barbara County Clerk-Recorder Division, and conformed proof of such recording shall be provided to the District. The requirements of this Section shall be undertaken at Applicant's sole cost and expense, and shall be conditions precedent to, and must be satisfied in full to the District's satisfaction in its sole and complete discretion prior to the commencement of any work under this Agreement. After construction and dedication to the

District of the Reconstructed Facilities are completed in accordance with this Agreement, the District will quitclaim to Applicant any portion(s) of existing easements or rights-of-way currently held by the District that are no longer necessary for the District to maintain, as determined by the District in its sole and absolute discretion.

11. Construction.

11.1. Requirements. Applicant's construction of the Reconstructed Facilities under this Agreement shall be in accordance with the Contract Documents as approved by the District. Applicant shall provide the District at least seven (7) days notice, in writing, prior to the commencement of any construction work described in this Agreement. A pre-construction conference shall be scheduled and conducted at least three (3) business days prior to the commencement of any construction, where Applicant, the District's General Manager, and/or the Parties' respective designees shall have the opportunity to attend. Prior to the commencement of any construction work, the District will undertake the shutdown and/or isolation of the existing water line(s) and water service facilities, as determined by the District, and thereafter the District shall provide notice to Applicant that work may commence on the Reconstructed Facilities. At no time shall Applicant or Applicant's contractor(s), subcontractor(s), representatives, or agents operate District valves, hydrants, or other components of the District's water service facilities.

11.2. District Access and Inspection. Throughout all construction activities covered by this Agreement, the Applicant shall at all times provide the District with full and free access to inspect all work in progress and as completed. Inspections are for the sole benefit of the District and do not relieve the Applicant or Applicant's contractor(s) of any responsibility for the quality of work or damages to or loss of any work prior to acceptance by the District. Inspection of materials and work shall be at the District's sole and absolute direction. Applicant shall notify the District in writing at least two (2) business days in advance of the time inspection is required. Any work or water system facilities covered without District inspection shall be completely uncovered for inspection by the District at Applicant's expense.

12. Construction Contracts. Upon Applicant's award of any construction contract to perform the work described in this Agreement, Applicant shall furnish the District with two complete copies of said contract(s). Unless expressly named in any construction contract awarded by Applicant, no sub-contractors or sub-consultants shall be authorized to perform any work described in this Agreement without the prior written approval of the District.

13. Dedication. Promptly upon completion of the work described in this Agreement, Applicant shall record or cause to be recorded a Notice of Completion in the manner, form, and time required by the California Civil Code, and shall furnish the District with a conformed copy of said recorded Notice of Completion (or the original thereof as endorsed and filed by the County Recorder). Not less than thirty-five (35) days and not more than seventy (70) days after the recording of said Notice, Applicant shall furnish to the District evidence that no claim of lien or stop notice has been recorded against the Reconstructed Facilities, or if any lien or notice has been recorded, evidence that any claim has been satisfied or bonded against, which evidence may include a lien guarantee from a title insurance company. In addition to the above requirements, Applicant shall dedicate the

constructed works and facilities to the District on a form approved by the District, and shall provide the District with redline drawings, and a digital copy and hard copy of the final as-built plans.

14. Guaranty.

14.1. Requirements. Applicant guarantees that the entire work and facilities constructed by Applicant under any contract(s) shall fully meet and satisfy all requirements of this Agreement as to the quality of workmanship and materials used in undertaking the work and facilities. Applicant agrees to make, at its own expense, any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the completion date specified in the Notice of Completion, and to restore to full compliance with the requirements of this Agreement any part of the work or facilities which during the one-year period is found to be deficient with respect to any provision of this Agreement.

14.2. Failure to Comply. Applicant shall make all repairs and replacements promptly upon the receipt of a written demand by the District. If Applicant fails to make such repairs and replacements promptly, the District may perform the work and Applicant shall be liable to the District for the full costs and expenses incurred by the District.

15. Connection of Other Lands. Nothing in this Agreement shall be construed or constructed to preclude the District from allowing lands other than those described in this Agreement from connecting to the District's water main facilities as replaced and constructed under this Agreement.

16. Easements and Rights-of-Way. Applicant shall ensure that all facilities constructed, relocated, or replaced under this Agreement shall be situated within new easement(s) to be granted to the District or within existing public rights-of-way available to the District.

17. Environmental Analysis. The activities to be carried out under this Agreement are limited to work on public water supply facilities that already are in existence and previously have been installed and operated by the District. Accordingly the District has determined that this Agreement and the activities to be carried out under this Agreement are categorically exempt or otherwise excepted from review under the California Environmental Quality Act. (See State CEQA Guidelines Sections 15282(k); 15301(b); 15302(c).)

18. No Effect on Water Service Applications. Nothing contained in this Agreement shall have the effect of or be construed as eliminating the need for the Applicant to submit application(s) to the District to receive water service for the Property and the Project in accordance with the District's Rules and Regulations, applicable costs, and regular processes.

19. General Provisions.

19.1. Notices. In order to be effective, all notices, approvals, acceptances, requests, demands, and other communications required or permitted under this Agreement (collectively, a Notice) shall be in writing and shall be delivered, either in person, via confirmed electronic mail, or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the Party to whom the Notice is directed at the address of such Party as follows:

To District: Santa Ynez River Water Conservation District, ID No.1
Attn: General Manager
P.O. Box 157
Santa Ynez, California 93460

With a copy to: Gary M. Kvistad
Brownstein Hyatt Farber Schreck, LLP
2021 Anacapa Street, Second Floor
Santa Barbara, California 93101

To Applicant: Brian Strange
Railway Jonata, LLC
12100 Wilshire Boulevard, Suite 1900
Los Angeles, California 90025

Any Notice given by mail shall be deemed delivered two (2) business days after such mailing date, and any Notice given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either Party may change its address by giving the other Party written notice of its new address.

19.2. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective heirs, successors, and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

19.3. Assignability. This Agreement shall not be assignable by Applicant without the prior written consent of the District, which shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without the prior written consent of the District shall be void.

19.4. Waiver. No waiver by either Party of any provisions of this Agreement shall be effective unless explicitly stated in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of either Party, shall be deemed to constitute a waiver by the Party taking such action regarding compliance with any representations, warranties, covenants, or provisions of this Agreement. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

19.5. Headings. The section headings contained in this Agreement are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement.

19.6. Severability. If any term, provision, covenant, or condition of this Agreement shall be or become illegal, null, void, or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void, or against policy, the remaining provisions of this Agreement

shall remain in full force and effect, and shall not be affected, impaired, or invalidated. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable, shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

19.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

19.8. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, with Superior Court venue proper only in the County of Santa Barbara, State of California.

19.9. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against either Party to this Agreement.

19.10. Attorneys' and Consultants' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including but not limited to an action for injunctive and/or declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' and consultants' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' and consultants' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, consultants' fees, and costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, consultants' fees, and costs and expenses paid or incurred in good faith.

19.11. Good Faith. The Parties agree to exercise their best efforts and good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

19.12. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have their legal counsel review it.

19.13. Several Obligations. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

19.14. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any third party is not required to legally bind either Party to the terms and conditions of this Agreement.

19.15. Amendments. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.


IN WITNESS WHEREOF, the Parties hereto have entered this Agreement as of the Effective Date set forth above.

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

By: _____
Paeter E. Garcia
General Manager

By: _____
Mary Martone
Secretary

Railway Jonata, LLC

By: _____

Brian Strange, Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Santa Ynez River Water Conservation
District, Improvement District No. 1
Attn: General Manager
P.O. Box 157
Santa Ynez, California 93460

THIS SPACE RESERVED FOR RECORDER
(Gov. Code § 27361.6)

No Fee Per Government Code § 6103
No Document Transfer Tax per
Rev. & Taxation Code § 11922

GRANT OF EASEMENT

This Grant of Easement ("Agreement") is made and entered into as of November 5, 2020 by and between Railway Jonata, LLC, a California limited liability company ("Grantor") and the Santa Ynez River Water Conservation District, Improvement District No.1, a California public agency ("Grantee" or "District"), at Santa Ynez, Santa Barbara County, California, with reference to the following facts and intentions:

A. Grantor is the owner of certain real property located at 2350 Railway Avenue, Los Olivos, California 93441, described as Assessor's Parcel Numbers 135-064-002, 135-064-004, 135-064-011, 135-064-020, 135-073-00, 135-073-021, and 135-073-003, and more particularly described in the legal description set forth in the attached Exhibit A, which is incorporated by this reference ("Property");

B. Grantee currently has an existing easement across portions of the Property for use in conjunction with its water distribution facilities, as described in the legal description set forth in the attached Exhibit B, which is incorporated by this reference ("Existing Easement"); and,

C. In order to facilitate in Grantor's development of the Property, Grantor desires Grantee to relocate some of Grantee's water distribution facilities and agrees to grant a new easement to Grantee.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. For valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor grants to Grantee a non-exclusive, permanent easement in gross under, over, through, and across the Property for the following purposes (collectively, "Easement"):

a. Ingress and egress related to Grantee's existing and future water distribution facilities; and,

b. To survey, install, construct, reconstruct, enlarge, alter, operate, patrol, remove, renew, replace, inspect, repair, monitor, and maintain Grantee's water distribution facilities including, but not limited to, water mains and pipelines, water service connections, fire hydrants, meters, valves, and other facilities which are necessary or convenient for Grantee's water distribution system.

2. **Easement Area.** The Easement shall be located on that portion of the Property which is described in the map and legal description set forth in the attached Exhibit C, which is incorporated by this reference ("Easement Area").
3. **Grantor's Use of the Easement.** Grantor reserves the right to improve the Easement Area for any purpose provided such activities do not unreasonably interfere with the Easement or impair Grantee's reasonable exercise of its rights under this Agreement. Grantor shall not erect or construct, nor permit to be erected or constructed, in the Easement Area any permanent structures, walls, or fences (collectively, "Structures"), except as permitted by the prior written approval of Grantee.
4. **Maintenance of Easement Area.** Grantor shall keep, maintain, and preserve Grantor's improvements located within the Easement Area in good condition at all times.
5. **Right to Access.** Grantee shall have twenty-four (24) hour access to the Easement Area, without prior notice to Grantor, for the purposes described in Section 1, above.
6. **Damage to Improvements.** Each party hereto shall repair any damage to the other party's property (real or personal) and/or improvements located on the Property which occurs as a result of that party's acts or omissions, except that Grantee shall not be liable to Grantor for damage to any Structures which impermissibly encroach upon the Easement Area. To determine the existence and extent of any damage, the party discovering the damage shall notify the other party. The parties shall, as soon as reasonably practicable, jointly inspect the damaged property and/or improvements and use their best reasonable efforts to mutually agree as to the cause, responsibility, extent and repair/replacement of the damaged property and/or improvements.
7. **Earth Cover.** Grantee shall have the right to maintain at least three (3) feet of earth and/or pavement related cover, as determined in Grantee's sole discretion, over the top of Grantee's water main in the Easement Area. Grantor shall not conduct, or permit others to conduct, grading operations or the use of explosives within or proximate to the Easement Area to avoid damaging Grantee's water distribution facilities. Grantor shall not, and shall not allow others to, change the ground surface elevation within the Easement Area without Grantee's prior written consent.
8. **Maintenance of Facilities.** Grantee shall maintain its water distribution facilities in accordance with applicable laws and Grantee's ordinances, and Rules and Regulations. Grantee shall repair all damage or disturbance to the Property, including any of Grantor's improvements, within or outside the Easement Area, caused by Grantee's ingress, egress, construction, reconstruction, operation, maintenance, repair, or replacement of its water distribution facilities. All such work shall be performed in a good and workmanlike manner. In undertaking such work, Grantee shall reasonably repair any surface improvements disturbed by Grantee's work by patching or replacing only those portions of such surface improvements disturbed by Grantee, wherein the parties recognize and agree that such patched or replaced portions may not conform exactly with the pre-existing appearance or condition of the surface improvements.

9. Non-potable Treated Wastewater System.

9.1 Special Indemnification. Grantor shall hold harmless, defend, and indemnify Grantee, and its elected officials, officers, employees, contractors, consultants, agents, and representatives from any and all liabilities, losses, costs, expenses, claims, suits, actions, damages, and claims of damages caused by or arising out of the non-potable treated wastewater system on the Property, except to the extent of any liabilities, losses, costs, expenses, claims, suits, actions, damages, or claims of damages caused by the District's active negligence or willful misconduct.

9.2. Insurance. Grantor shall purchase and maintain commercial general liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, naming Grantee as an additional insured, in connection with the non-potable treated wastewater system on the Property, and provide proof of such insurance to Grantee. In any event that non-potable treated wastewater from the non-potable treated wastewater system adversely impacts any of Grantee's existing or future water distribution facilities, Grantor, at its sole cost and expense, shall be responsible for remedying the adverse impacts to Grantee's water distribution facilities as determined in Grantee's sole discretion. Grantor's obligations under this Section shall continue for so long as any non-potable treated wastewater is dispersed in any way on the Property, and such obligations of Grantor shall survive any termination or expiration of this Agreement.

9.3. Limitations on Grantor's Use of the Property. No portion or component of the non-potable treated wastewater dispersal system on the Property shall be located within twenty-five (25) feet horizontally of Grantee's potable water main that is located within the Easement Area, and no portion or component of the non-potable treated wastewater dispersal system shall disperse treated wastewater at an elevation higher than the bottom of Grantee's water main that is located within the Easement Area. Grantor shall not allow non-potable treated wastewater from the non-potable treated wastewater system to migrate to or adversely impact Grantee's potable water distribution facilities located within the Easement Area.

10. Remedies. Grantor's breach of its obligations under this Agreement will cause irreparable harm to Grantee with respect to its water distribution facilities. Accordingly, Grantor acknowledges that any remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees that in the event of a breach or threatened breach by Grantor of the provisions of this Agreement, Grantee shall be entitled, in addition to all other available remedies at law or in equity to: (i) suspend water service to the Property; (ii) obtain an injunction or injunctions restraining, preventing, or curing any breach of this Agreement; and (iii) enforce specifically the terms and provisions of this Agreement, without the necessity of showing economic loss and without any bond or other security being required.

11. Covenants Running with the Land. This Agreement and the rights, duties, and obligations of the parties hereto shall be construed as covenants running with the land pursuant to California Civil Code section 1468.

12. Subordination. Grantor shall obtain a title insurance report showing the current status of title for the Property as of the date of this Agreement. Grantor agrees to obtain a subordination of any easement deed of trust or other encumbrances located within the Easement Area that are recorded on or before the date of the title insurance report. Grantor further represents and warrants

to Grantee that it shall not cause any easement or other encumbrance located within the Easement Area to be recorded prior to the recordation of this Agreement. The subordination(s) shall be in a form reasonably satisfactory to Grantee.

13. Indemnification. In addition to the indemnification obligations set forth in Section 9, above, Grantor shall hold harmless, defend, and indemnify Grantee, and its elected officials, officers, employees, contractors, consultants, agents, and representatives from any and all liabilities, losses, costs, expenses, claims, suits, actions, damages, and claims of damages caused by or arising out of: (i) Grantor's ownership, use, and activities related to the Property and the Easement Area; and (ii) Grantor's breach of this Agreement, except to the extent of any liabilities, losses, costs, expenses, claims, suits, actions, damages, or claims of damages caused by the District's active negligence or willful misconduct.

14. General Provisions.

14.1 Cooperation and Good Faith. The parties hereto agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement. Each party shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered any and all documents and instruments as may be necessary, expedient, or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and expense of such further instruments or documents, except that each party shall bear its own attorneys' fees and consultants' fees.

14.2 Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

14.3 Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural.

14.4 Notice. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

Grantor:

Brian Strange
Railway Jonata, LLC
12100 Wilshire Boulevard, Suite 1900
Los Angeles, California 90025

Grantee: Santa Ynez River Water Conservation
District, Improvement District No. 1
Attn: General Manager
P.O. Box 157
Santa Ynez, California 93460

With Copy to: Gary M. Kvistad
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

14.5 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

14.6 Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Santa Barbara, State of California.

14.7 Severability. If any term, provision, covenant, or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated by such a determination.

14.8 Attorneys' and Consultants' Fees. If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and consultants' fees which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees and consultants' fees to be awarded shall be made to fully reimburse for all attorneys' fees, paralegal fees, consultants' fees, costs, and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, consultants' fees, costs, and expenses incurred in good faith.

14.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same Agreement.

14.10 Waiver. The waiver of any breach of any provision of this Agreement by any party to this Agreement shall not be deemed to be a waiver of any proceeding or subsequent breach under the Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

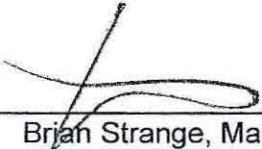
14.11 Amendments. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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

Railway Jonata, LLC

By: _____
Jeff Clay, Board President

By:  _____
Brian Strange, Managing Member

ATTEST:

By: _____
Mary Martone, Clerk of the Board

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance certifies that the interest in real property conveyed by the above Agreement dated _____, 2020 between the Santa Ynez River Water Conservation District, Improvement District No.1, a California public agency, and Railway Jonata, LLC, a California limited liability company, is hereby accepted by the undersigned officer on behalf of the Santa Ynez River Water Conservation District, Improvement District No.1, pursuant to authority conferred by the Board of Trustees of the Santa Ynez River Water Conservation District, Improvement District No.1, adopted on _____, 2020, and consents to the recordation of the Agreement by its duly authorized officer.

Dated: _____, 2020

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

By: _____
Mary Martone, Clerk of the Board

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On Nov. 5, 2020 before me, Susan Smith-Wooden, Notary Public
(insert name and title of the officer)

personally appeared Brian Strange, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

SWOODEN

(Seal)





The Cachuma Project Member Units

Goleta Water District
City of Santa Barbara
Montecito Water District
Carpinteria Valley Water District
Santa Ynez River Water Conservation District, Improvement District No. 1

October 16, 2020

Michael P. Jackson, P.E.
Area Manager
United States Bureau of Reclamation
South-Central California Area Office
1243 N Street
Fresno, CA 93721

Re: Cachuma Project – Yield Study Matters

Dear Mr. Jackson:

As the Cachuma Project Member Units, we are writing to follow-up on the important process of analyzing yield issues for the Cachuma Project. Please understand, we would like to collaboratively work with Reclamation, the Santa Barbara County Water Agency, and others in tackling this fundamental topic. Indeed, yield goes to the heart of the Congressionally-authorized purpose of the Cachuma Project – water supply for domestic and agricultural needs – and it is without question that Cachuma Project water supplies are critical to the Member Units, communities, businesses, farms, and families we serve.

The Member Units believe this process must involve a transparent and candid dialogue regarding the underlying objectives of Project yield, how it relates to other Project issues, and how working together, we may develop the most effective means for achieving the intended outcome. For the last 25 years, the Project has been administered under Master Contract No. I75r-1802R according to an operating yield of 25,714 afy. Recently, the same yield number was used as the basis for the Amendment to the Master Contract (Amendatory Contract No. I75r-1802RA), which will remain in place for up to the next three years. In finalizing the Amendatory Contract, Reclamation told the Member Units that the ensuing interim period will enable the parties to analyze and negotiate the substantive, policy, and operational issues related to establishing Project yield for the next long-term water supply contract. We completely agree. Yield and various other issues affecting long-term administration of the Cachuma Project require meaningful and collaborative deliberation with all parties, particularly the Member Units.

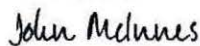
Consistent with the process of negotiating Project yield issues during the interim period, Term 16(f) of State Water Resources Control Board Water Rights Order 2019-0148 requires Reclamation to confer with the Member Units regarding Project yield, and together our agencies must consider various factors and assumptions as part of the analysis. (See Order WR 2019-0148, p. 137.) The Member Units are ready for that process and, as you know, we have committed to undertaking an independent yield study for Reclamation to consider alongside the draft study recently published by the County Water Agency, entitled "Draft, June 2020, Safe and Operational Yields of the Cachuma Project" (herein, the "County Study"). As set forth in our letter to the County Water Agency dated August 21, 2020, the Member Units disagree with the County Study for various reasons, including the fact that the Member Units were not consulted with prior to or during the preparation of that work regarding the objectives, assumptions, or other factors that led to its conclusions. We believe the approach referenced contravenes the deliberative negotiation process described by Reclamation, and is inconsistent with the requirements of State Board Order 2019-0148.

In sum, the Member Units should have a direct role in the process of evaluating and establishing Project yield. We have financed the Project, pay for the supplies, and are directly responsible for purveying those supplies to users throughout our communities. For the life of the Cachuma Project, we have fiercely defended Reclamation's water rights and have invested multimillions of dollars to ensure environmental stewardship and compliance with all federal, state, and local regulatory requirements. In addition to the County Study and ongoing input from the County Water Agency, the Member Units believe Reclamation should give appropriate consideration to perspectives and analyses provided by the Member Units.

We appreciate your consideration in this matter and look forward to collaborating with Reclamation, the County Water Agency, and others in analyzing yield issues for the Cachuma Project. We are open to discussing any of these issues at your convenience.

Sincerely,

DocuSigned by:



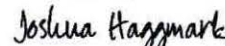
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John McInnes

General Manager

Goleta Water District

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Joshua Haggmark

Water Resources Manager

City of Santa Barbara

DocuSigned by:



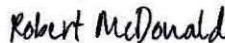
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Nicholas Turner

General Manager

Montecito Water District

DocuSigned by:



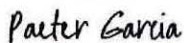
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Robert McDonald

General Manager

Carpinteria Valley Water District

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Paeter Garcia

General Manager

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

Cc: Ernest Conant, Regional Director, USBR; Russell Callejo, Deputy Regional Director, USBR; Tom Fayram, Deputy Director of Public Works, County of Santa Barbara; Matt Young, Manager, Santa Barbara County Water Agency

Paeter Garcia

From: Mary Martone
Sent: Thursday, November 12, 2020 8:53 AM
To: Paeter Garcia
Subject: FW: Opposition to Retail Cannabis storefronts in the Valley
Attachments: Info Sheet - Recreational Marijuana Storefronts.d4 (00000003).docx; Marijuana letter template 10-20.docx

-----Original Message-----

From: Abello, Kyle <kabello@ucsd.edu>
Sent: Tuesday, November 10, 2020 2:43 PM
To: general@syrwd.org
Cc: Jeff Clay <jclay@syrwd.org>
Subject: Opposition to Retail Cannabis storefronts in the Valley

Hello President Clay and Mr. Garcia,

The SYV Youth Coalition has been working to educate Valley residents on the actions of the Board of Supervisors relating to cannabis storefronts in the unincorporated Valley areas, especially the township of Santa Ynez. The Youth Coalition opposes retail cannabis storefronts and the negative impact they would have by lowering barriers to underage use, access, and acceptability of marijuana. I've attached an Info Sheet and sample opposition letter from the Youth Coalition. We are asking any and all local agencies, chambers of commerce, schools, and other organizations to join us in sending a letter of opposition to the Board of Supervisors. Please let me know the best way to bring this request to your Board's attention.

Thank you,
Kyle Abello



Youth Marijuana Use Is Dangerous

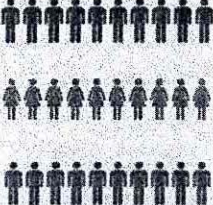
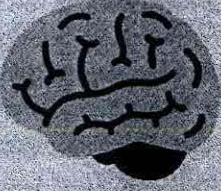


Greater Access to Marijuana = Greater Use of Marijuana by Our Youth



DID YOU KNOW?

90%
of Americans with a drug problem started smoking, drinking or using other drugs before the age of 18

The brain is still growing and developing until about the age of

25

Heavy marijuana use starting in your teens or younger can lower your IQ by as many as eight points



- When drugs enter the brain, they change the way the brain normally works.
- These changes can lead to issues with how well the brain works.
- The brain is much more likely to become addicted to drugs during the teen years.
- Addiction is a brain disease when someone can't stop using drugs even when they really want to, and even after it causes terrible consequences to their health and other parts of their lives.

SOURCES:

National Institute on Drug Abuse for Teens - teens.drugabuse.gov
 Above the Influence - www.abovetheinfluence.com
 Marijuana Fact Check - www.mjfactcheck.org

This material was made possible by funding from Los Angeles County Department of Public Health, Substance Use Prevention and Control

A Retail Cannabis Shop in SYV Could Harm Our Youth!

“Emerging studies of marijuana commercialization show pronounced negative effects. And more comprehensive studies of even medical marijuana show harm to youth.”²

Marijuana commercialization, and the subsequent normalization of marijuana use, plays a significant role in the increased use of marijuana among youth.”¹

23% of SYV High School 11th graders report regular use of Marijuana Products!

A 2017 study found that the longer duration of legalization and higher dispensary density was associated with increased use of vaping (inhaling vaporized marijuana oils) and consumption of edibles by 14- to 18-year olds.”¹

A 2019 study found that recreational legalization of Marijuana was followed by a 25% increase in adolescent Cannabis Use Disorder (CUD).”¹

“Marijuana-related businesses should not be located near areas youth frequent such as schools, parks, and playgrounds.”³

How can you help protect our kids?

- Advocate for policies that protect our youth
- Write to your SB County Supervisors
- Talk with your kids about youth substance use
- Educate your adult family and friends about keeping cannabis products away from youth
- Stay informed and educate yourself

1. SAM. <https://learnaboutsam.org/wp-content/uploads/2020/09/2020-Impact-Report.pdf>
2. Hudson. <https://www.hudson.org/research/11457-legal-marijuana-and-youth-new-evidence>
3. RAM. www.lacountyram.org

Interested in learning more?

Contact Mary Conway at the SYV Youth Coalition
mary@syvphp.org or 805-686-0295



Retail Marijuana Storefronts In the Santa Ynez Valley

Did You Know:

- SB Board of Supervisors voted to allow one recreational Cannabis storefront in each of the six county's "community plan areas": **Santa Ynez Valley**, Orcutt, Los Alamos, Eastern Goleta Valley, and Isla Vista
- Vandenberg Village area and Montecito unincorporated areas have already been exempted earlier
- Just 18 of the state's 58 counties permit cannabis businesses in unincorporated areas
- Fewer than one in three California cities (144 out of 482) allow any kind of cannabis business
- Cities **not** allowing storefronts are: **Buellton, Solvang** Guadalupe, Santa Maria, Carpinteria,
- Cities allowing storefronts are: Santa Barbara, Goleta, Lompoc
- Deadline for retailers to submit their business application to the County was November 2nd 2020
- Possibly Marijuana storefront in the Santa Ynez Valley will open by Spring 2021

Location Criteria:

- Must be zoned as commercial, shopping center, or light industry; and cannot be within 750 feet of a school, daycare center, or youth center.
- Locations in the Santa Ynez Valley that meet zoning criteria are:
 - A strip of land along Mission Drive at the western edge of Solvang);
 - Two lots in Los Olivos
 - Nearly all of downtown Santa Ynez, (92% of the potential locations.)

SB County Process:

- Permit awarded on a "merit-based" process to score applicants.
- Two scoresheets: One for Business Operations (record of operations in SB County, finance plan, procurement and delivery plan, communications and marketing plan, employment plan, labor peace agreement, site security plan
- One for Neighborhood Compatibility (customer education, community education, community involvement, design, odor control, parking).
- **Only** residents within 1000 feet of the proposed storefront will be given notice

This info does not include medical marijuana dispensaries, administrative offices, or test facilities
More information can be found at [Cannabis.countyofsb.org](https://www.cannabis.countyofsb.org)

Date _____

Santa Barbara County Board of Supervisors
105 East Anapamu St
Santa Barbara, CA 93101
Dear County Supervisors,

Cannabis retail business has already been banned from the Cities of Solvang and Buellton and does not belong in the unincorporated towns of the Santa Ynez Valley either. It is *my/our/on Behalf of* _____ appeal that the Board of Supervisors take action to ban retail cannabis storefronts from the townships of Santa Ynez and Los Olivos too. At the very least, a permit to sell addictive consumables should be in an industrial area away from homes and children.

I/We was/were totally surprised to learn that applications were already being taken to set up a marijuana storefront in our community. The county process has apparently not been very transparent and has used outreach and language that has been misleading and confusing to residents. Who would have ever thought that our Valley would be home to a retail marijuana store?

The county's ordinance does exclude areas near schools, day care centers and youth centers. That's a big city-oriented thought process though, that doesn't work in the unincorporated SYV. In our small communities we have licensed childcare in homes that are not even on the radar of a 750-foot barrier. We don't have youth centers. Instead, our kids ride their bikes, and skateboard all throughout downtown Santa Ynez and Los Olivos. In effect, our commercial areas that are being considered, are giant youth centers. A marijuana storefront in these small townships will forever change the valued character of our community.

There are already more than a dozen marijuana storefronts available a short drive away, in the same places most of us already go for regular shopping. Marijuana is also delivered to the Valley and unfortunately, with little oversight, is getting into the hands of our youth.

The residents of the Santa Ynez Valley have already borne the majority of negative effects of the county's pro-marijuana programs. We should not be asked to bear any more. As we carry the burden of increased crime, increased drugged driving, and the Stench in our air, we don't even reap any of the benefits of the taxes collected that could reduce harm.

Just as you exempted the unincorporated Lompoc Valley and Montecito from recreational marijuana storefronts, I ask that you exempt the Santa Ynez Valley. Please respect the values of our neighborhoods, and don't permit a storefront that will ultimately destroy the character and safety of our community.

Thank you,

Signature



Contact:

Kelly Odion
kodion@cosbpw.net
(805) 568-3541

PUBLIC WORKS DEPARTMENT
123 E. Anapamu St. • Santa Barbara, CA 93101
(805) 568-3000 • FAX (805) 568-3019
www.countyofsb.org/PWD

PRESS RELEASE
OCT. 29, 2020

VIDEO CONTEST CHALLENGES COUNTY HIGH SCHOOL STUDENTS

Water Wise English and Spanish video submissions are due March 5, 2021

(Santa Barbara, Calif.) – The Santa Barbara County Water Agency is pleased to announce the opening of applications for the 22nd Annual WaterWise High School Video Contest. Every year, students compete to create entertaining and informational 30-second videos that convey the importance of water use efficiency in Santa Barbara County. The contest theme is “*Do it Yourself the Water Wise Way*”. The theme was inspired by the unusual circumstances of this year, as people are staying home and taking on new projects and students are faced with the added challenge of learning remotely.

The contest meets several California State Department of Education Content Standards, including implementing world languages. As the County Water Agency Manager Matt Young states, “We are excited to continue this long-standing program and to see the creative videos that our local high school students submit.” Up to six videos, three English and three Spanish, may be submitted per school. The winning videos will receive prizes and have their videos aired on local TV and in movie theatres.

While the County Water Agency and water providers arrange for monetary prizes to the winning schools, local private sector sponsors provide awards for the students:

- First Place (English): \$500 provided by Carollo Engineers.
- First Place (Spanish): \$500 provided by Univision.
- Second Place: \$250 provided by Geosyntec.
- Third Place: \$150 provided by Ewing Irrigation.
- Two Honorable Mentions for North and South County submissions:
 - North County: Car wash vouchers provided by Splash N’ Dash Car Wash.
 - South County: Film festival tickets provided by the Santa Barbara International Film Festival.
- People’s Choice Award (voted by the public on the WaterWiseSB YouTube Channel): \$500 provided by Flume Water.

In order to be eligible to win prizes, student participants must submit their videos and completed Application Packet online by 11:59 p.m. on Friday, March 5, 2021. The student winners will be publically announced in May 2021.

The County Water Agency and local water providers thank our community sponsors for their generous support and look forward to seeing the creative videos that students submit for the contest!

To learn more and to apply for the contest, visit WaterWiseSB.org/HSVC.

MID-PACIFIC WATER USERS' CONFERENCE

Planning Committee

Chris Dahlstrom, Chair
*Santa Ynez River
WCD ID #1 (retired)*

Larry Bauman
CYP Water Association

Jeff Bryant
*Firebaugh Canal
Water District*

Anthea Hansen
Del Puerto Water District

Dan Keppen
Family Farm Alliance

Sheryl Looper
Bureau of Reclamation

Bob Oakden
*Truckee-Carson
Irrigation District*

Jason Phillips
Friant Water Authority

Paul Simmons
*Klamath Water Users
Association*

Jeff Sutton
*Tehama-Colusa Canal
Authority*

Jane Townsend
Debbie Murdock
Conference Coordinators

It is with great regret that the conference planning committee has decided to cancel the January 2021 Mid-Pacific Water Users' Conference.

This decision was not made lightly or without careful consideration of our options. With the global COVID pandemic, and the uncertainty that surrounds us during this difficult time, the committee feels it is not in the best interest of our attendees to move forward at this time.

Your safety and wellbeing are our primary concerns. Many of you, understandably, do not feel comfortable travelling or attending a large event. Travel restrictions currently in place by the Bureau of Reclamation and other government agencies would prevent their in-person participation. In consideration of these factors, the committee feels that cancelling the conference is the most prudent course of action.

It is our sincere hope that by January 2022, the situation will have significantly improved, and we can move forward with confidence. In the meantime, we wish you and your families health and prosperity in the coming year.

Should you have questions or concerns, please feel free to contact Jane Townsend at (916)206-7186 or by email jane@agamsi.com.

S.Y.R.W.C.D.ID. #1

NOV - 5 2020

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S.Y.R.W.C.D. ID.#1

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Monthly Briefing

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

President Trump Signs Executive Order On Water Resource Management and Infrastructure

President Donald Trump earlier this month signed an Executive Order (EO) on "Modernizing America's Water Resource Management and Water Infrastructure." This historic action ensures Federal coordination on water policy is standard practice now and into the future by formally establishing a Water Subcabinet of senior Federal agency officials to facilitate efficient and effective management and modernization of our water supplies and systems while also eliminating duplication between agencies.

"The Trump Administration has made it a priority to ensure communities across the nation receive safe, reliable water," said U.S. Secretary of the Interior David Bernhardt. "Today's action by President Trump furthers our incredible efforts over the past three and a half years to cut

bureaucratic red tape and improve water infrastructure."

The formal establishment of the Water Subcabinet was applauded by the Family Farm Alliance, which hosted several members of an earlier, more informal version of the Subcabinet at the organization's annual conference last February in Reno (NEVADA). At that event, Aubrey Bettencourt, Deputy to Tim Petty (Assistant Secretary for Water and Science, Department of the Interior), acted as master of ceremonies for a 90-minute discussion, providing Western farmers and ranchers with a first-hand opportunity to see how the highest level water officials from multiple departments in the Trump Administration are coordinating on Western water challenges.



President Trump. Photo: White House Flickr Story Source: NAFB

Continued on Page 2

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Presidential Water EO (Cont'd from Pg. 1)

"An informal Water Subcabinet has been working together under this Administration for the past several years," said Dan Keppen, Alliance Executive Director. "We are already seeing improved coordination among the multiple federal agencies who have jurisdiction over Western water matters. Formally establishing the Water Subcabinet with this executive order should further improve agency coordination and decision-making, necessary components to managing Western water resources and modernizing our aging water infrastructure."

The new, formalized Water Subcabinet will be co-chaired by Interior Secretary Bernhardt and U.S. Environmental Protection Agency (EPA) Administrator Andrew Wheeler, and will include senior officials from the U.S. Department of Agriculture (USDA), the Department of Commerce, the Department of Energy, and the Department of the Army (Civil Works).

"President Trump is committed to making it easier for farmers be successful and to ensure they are the most innovative in the world," said USDA Under Secretary for Farm Production and Conservation Bill Northey. "Today's Executive Order is evidence of that commitment."

The Water Subcabinet will work in close coordination with senior officials from the White House Council on Environmental Quality (CEQ), the Office of Management and Budget, and the Office of Science and Technology Policy, and other federal agencies.

Infrastructure is a priority in the EO, which was greeted with enthusiasm by some Western lawmakers.

"Reliable water supply administered through sound water infrastructure is essential for Nebraska's farmers, producers, and consumers alike," said Congressman Adrian Smith (R-NEBRAKSA). "We saw that firsthand with the Gering-Ft. Laramie irrigation tunnel collapse last year, which impacted 100,000 acres of Nebraska farmland. I commend President

Trump for establishing a streamlined, dedicated Water Subcabinet to address such a critical issue for Western states."

Completion of Actions Under the Western Water PM

The President's EO followed up on a meeting conducted earlier in the month, where CEQ joined the Departments of the Interior, Commerce, Energy, the U.S. Army Corps of Engineers, and EPA in announcing the completion of all actions directed by the October 2018 Presidential Memorandum on Promoting the Reliable Supply and Delivery of Water in the West (Western Water PM).

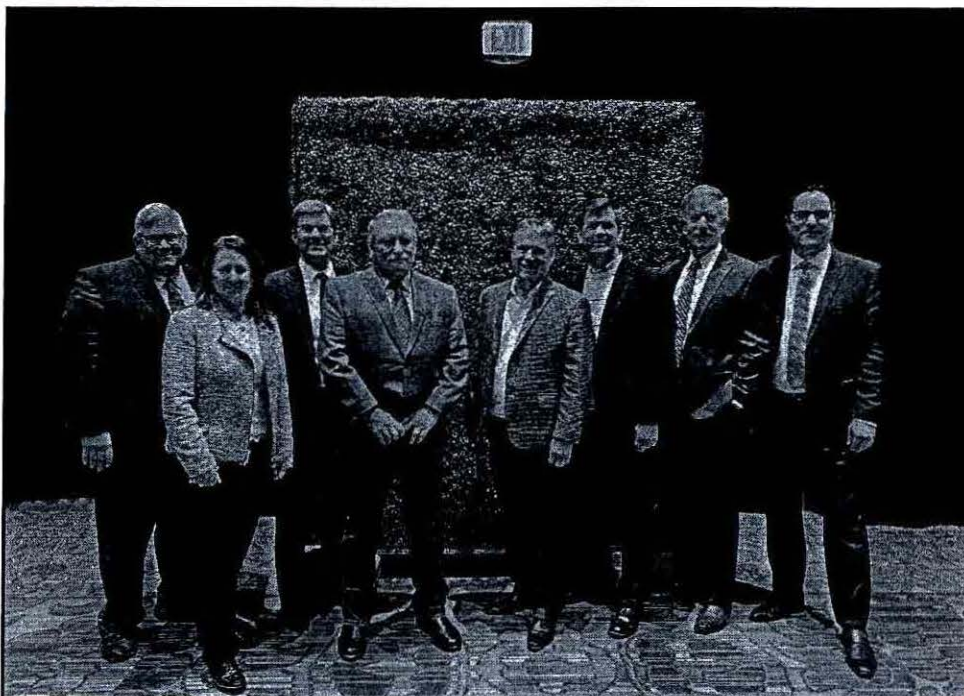
Under President Trump's earlier directive, agencies coordinated to complete the environmental reviews of major water infrastructure projects in California, Oregon, Washington, Idaho, and Montana, to meet the needs of agricultural communities and other water users within the

region. The Family Farm Alliance's support for these accomplishments were noted in a Trump Administration press release.

Follow-Up Actions to Presidential EO

Following the announcement of the Presidential Executive Order, the National Drought Resilience Partnership (NDRP) staff provided an overview of the NDRP's role under the EO at the National Integrated Drought Information System Executive Council fall meeting. Established in 2016, the NDRP is an interagency task force responsible for enhancing coordination of federal drought resilience policies and monitoring the implementation of the activities and goals as set out in the Presi-

Continued on Page 3



Members of the informal Water Subcabinet with Family Farm Alliance leadership in Reno (NEVADA) at the 2020 Alliance Annual Conference, last February. From L to R—Bill Northey (Undersecretary, Dep't of Agriculture), Brenda Burman (Commissioner, Bureau of Reclamation), Ryan Fisher (Principal Deputy Assistant Secretary of the Army), Patrick O'Toole (President, Family Farm Alliance), Dan Keppen (Alliance Exec. Dir.), Tim Petty (Assistant Secretary for Water and Science, Dep't of Interior), Jim Reilly (Director, USGS); and David Ross (Assistant Administrator, Office of Water, EPA).

New Rule Makes Enhancements to EQIP

The U.S. Department of Agriculture (USDA) earlier this month released the final rule for its Environmental Quality Incentives Program (EQIP). The rule updates USDA's flagship program as directed by the 2018 Farm Bill and integrates feedback from agricultural producers and others.

"This final rule enables us to continue helping producers manage their land in the most beneficial ways possible," said Kevin Norton, acting Chief of USDA's Natural Resources Conservation Service (NRCS). "EQIP offers producers more than 150 conservation practices and helps bridge the gap between their concerns and the opportunity to implement solutions."

NRCS provides producers with financial resources and one-on-one help to plan and implement conservation practices through EQIP. Popular EQIP practices include cover crops, nutrient management, forest stand improvement, prescribed grazing, irrigation efficiency improvement, and water quality improvement practices. Implementing conservation practices can lead to cleaner water and air, healthier soil, and better wildlife habitat while improving agricultural operations.

EQIP applications are accepted on a continuous basis. If a producer's application is funded, NRCS will offer an EQIP contract for financial assistance to help address the cost of implementing the practices. Payment rates for conservation practices are reviewed and set each fiscal year.

NRCS received nearly 600 comments on the interim final rule, which was published December 17, 2019. The Family Farm Alliance commented on the proposed rule through its involvement with the Western Agriculture and Conservation



Coalition (WACC). The February 17, 2020 WACC letter raised several issues on the interim-final EQIP rule that were addressed in the final rule.

The interim-final EQIP rule required that 50% of national EQIP funding be allocated for livestock operations. The WACC letter suggested that final rule clarify that the 50% requirement is a statutory requirement and is not simply a matter of developing funding priorities in individual states. No

changes were made to the EQIP text language, but NRCS will consider these comments in its allocation process.

The WACC letter sought explicit language in the rule regarding grazing on public lands. NRCS responded with an explanation in the rule preface. Regarding publicly-owned land, NRCS considers land to be within applicant's control when: 1) The land is a working component of the producer's operation; 2) The applicant can

implement terms of EQIP contract; and 3) Conservation practices to be implemented on the public land are necessary and will contribute to an improvement in the identified resource concern.

The WACC sought clarifying language on whether ditch and canal companies are eligible for EQIP. In the preface to the rule, NRCS notes that entities may be eligible if they are semi-public (which can be a private or public entity), meaning they serve a "public purpose".

The final EQIP rule was viewed favorably by the Family Farm Alliance, as well as WACC leaders.

"WACC victory?," asked Jeff Eisenberg, who coordinates WACC activities in D.C. "Let's claim it!"

- Note: Excerpts of USDA NRCS press release reprinted in this article -

President Signs EO on Water (Cont'd from Page 2)

dential Memorandum that established the partnership. Under the EO, the NDRP will implement the "Priority Actions Supporting Long-Term Drought Resilience" document issued on July 31, 2019.

"Our agencies have been working together for years to address water concerns, including drought," said Under Secretary Northey, First Co-Chair of the NDRP. "These partnerships are a large part of how we can protect our food and water supply and build resilience on our farms and ranches and in our communities and businesses."

The EO was also a topic of discussion at the Western States Water Council (WSWC) special session on "Mapping Waters of the United States" (WOTUS). At that session, Interior Assistant Secretary for Water and Science Tim Petty focused specifically on the EO's directive to improve geospatial

mapping collaboratively with States, Tribes and local governments, and the work being done to use available tools for improved water resource forecasting and modeling. Dave Ross, Assistant Administrator for Water at EPA, noted that there are currently no maps delineating federally-regulated waters.

"In the past, there have been concerns with our capacity to develop such maps," said Mr. Ross, adding that he believes it is possible with "the resources and talent across the federal agencies".

He described his vision as eventually producing a map that will identify jurisdictional waters, as well as any associated regulatory data, such as water quality standards and whether monitors are present.

- Note: Excerpts of White House CEQ press release reprinted in this article -

First Alliance Virtual Farmer Lobbyist “Trip” a Success

A group of Family Farm Alliance members spent much of the first week of this month in front of their computers, virtually meeting with Trump Administration officials and Congressional staffers as part of the Alliance’s 2020 “virtual” Farmer Lobbyist trip.

The Family Farm Alliance annual farmer lobbyist trip is one of the cornerstone programs of the organization. It was created to allow farmers, ranchers and water managers to interact directly with elected officials and other policymakers in Washington, D.C.

“This year’s farmer lobbyist trip was a “virtual” event, presenting a unique opportunity for our members to share with Congress and the Administration the important issues that impact our industry,” said Mark Limbaugh, the Alliance’s representative in Washington, D.C. “The virtual farmer lobbyist meetings allowed us to again deliver the diverse but unified voice of irrigated agriculture champions in Washington.”

This year’s farmer lobbyist group included representatives from Arizona, California, Idaho, Nevada, New Mexico, Oregon, Washington and Wyoming.

“Our members can be proud of the performance of this year’s farmer lobbyists,” said Alliance Executive Director Dan Keppen. “Once again, Mark Limbaugh of The Ferguson Group was our fearless leader, and he was ably assisted by Chris Kearney and Zach Israel from TFG.”

Political Backdrop

Later this fall, depending on what happens with the elections, a separate water infrastructure package may be negotiated. While the Supreme Court confirmation of Judge Amy Coney Barrett and COVID-19 negotiations have been the recent focus on Capitol Hill, a sprawling water infrastructure bill is still advancing quickly behind the scenes. Staffs in both chambers are hashing out what’s in and out of a final package, and despite some sticking points, they anticipate the legislation moving to conference and receiving a final vote later this year.

A final bill will include language from the House-passed “Water Resources Development Act of 2020” (H.R. 7575), and the Senate Environment and Public Works (EPW) Committee-passed “America’s Water Infrastructure Act of 2020” (S. 3591) and “Drinking Water Infrastructure Act of 2020” (S. 3590). Aides on the Senate EPW and the House Transportation and Infrastructure committees involved in pre-conference discussions aimed at resolving differences be-

tween those two measures are hitting some speed bumps, according to sources. These challenges include determining how to pay for projects and permitting language that has proved unpopular among industry groups. Other items may also make it into the final WRDA package, including several water-related provisions from the House-passed \$1.5 trillion Moving

Forward Act (H.R. 2); a reauthorization of the Clean Water State Revolving Fund; and hundreds of millions for EPA’s water funding programs.

The Trump Administration continues to make encouraging progress on modernizing implementation of decades-old federal environmental laws, and taking other actions to improve water supply reliability and management flexibility for Western irrigators. Meanwhile, out West, a burning siege of massive, destructive wildfires threatens rural communities and important watershed areas (see related story, Page 8).



Alliance Messaging

Against this backdrop, the primary focus for the 2020 Farmer Lobbyist virtual meetings was for Alliance representatives to discuss critical Western water policies and issues, through three key actions:

1. Express support for congressional action and Administration efforts to modernize implementation of federal environmental laws. Encourage continued efforts that improve water supply reliability, agency coordination, water management flexibility, and wildfire management.
2. Advocate to Congress for the need to expand and improve water supply and management infrastructure, including extending and expand federal funding/financing tools for aging water storage and delivery infrastructure.
3. Tell impactful stories about producer and water manager efforts during the pandemic, and underscore the importance of irrigated agriculture to our food supply chain and national security.

“This year’s Alliance participants did a great job of describing local water challenges and experiences – in the Columbia River Basin, the Central and Imperial Valleys of California, the Colorado River and the desert Southwest - and how federal programs and policies helped or hindered developing solutions to those challenges,” said Alliance President Patrick O’Toole. “The amount of time this year’s participants put into these meetings essentially equated to a full workday. I’m incredibly grateful for their time and professional performance.”

COVID-19: Federal Response Update

With COVID-19 cases spiking in some areas of rural America and President Donald Trump and the First Lady testing positive for the virus in the past month, Capitol Hill lawmakers and the White House failed to reach a deal on a fifth coronavirus relief package before Congress left town one week before the 2020 election.

The U.S. Commerce Department's latest report shows that the U.S. economy bounced back in the third quarter at a 33.1 percent annualized rate, marking the fastest pace of annualized growth on record just after the worst drop on record. But it still left U.S. economic output below pre-pandemic levels.

"Consumers and businesses led the way to the fastest period for economic growth on record," Ben Ayers, senior economist at Nationwide Insurance, told *POLITICO*. "While this is an extremely fast start to the next expansion, the level of real GDP remains 3.5 percent below the peak from the fourth quarter of 2019."

The White House continues to emphasize the resiliency of the U.S. economy, and that the COVID-19 test positivity rate is down among all age groups, dropping below 5%. Individuals under the age of 50 have a 99.98 percent rate of survival from COVID-19.

Rural Areas See Spike in COVID Cases

Meanwhile, *The Hill* reported that Center for Disease Control (CDC) Director Robert Redfield warned governors that small gatherings are "increasingly becoming a source of COVID-19 infection around the country." CDC data shows that counties with greater social vulnerability were more likely to become areas with rapidly increasing COVID-19 incidence (hotspot counties), especially counties with higher percentages of racial and ethnic minority residents and people living in crowded housing conditions, and in less urban areas. Hotspot counties with higher social vulnerability had high and increasing incidence after identification.

Most of the worst coronavirus outbreaks in the United States right now are in rural counties with inadequate health care resources to handle a surge of infections. A recent analysis in the *New York Times* found that one in four deaths from COVID-19 is in a rural county. In March and April, almost every death was in a metropolitan areas of the Northeast, the Seattle area and populous parts of California. Across the Midwest, cases have climbed on average nearly 60 percent in recent weeks, compared to about 35 percent nationwide.

"Non-metropolitan counties have now recorded at least 100 cases or more per 10,000 people since the pandemic began," the *Times* analysis found. "That's almost double what it was in early September."

Impacts in Farm Country

According to *Bloomberg*, Farm Credit System officials warn that a surge in coronavirus could deal another economic blow to U.S. agriculture and require more federal aid. Farm Credit System is a network of 72 borrower-owned lending institutions that provides credit to farmers, ranchers and rural customers.

Farmers' financial situation has "generally started to stabi-

lize" with the help of federal aid since the pandemic-related disruptions in the food system during spring and summer, says Mark Jensen, president and CEO of Farm Credit Services of America.

Farm customers "were experiencing huge losses very quickly" during pandemic earlier this year, he said. Farmers are increasingly dependent on federal assistance following two rounds of trade and pandemic aid, with direct government help accounting for about a third of net cash income forecast for 2020.

Meanwhile, *Progressive Grocer* reports that a new grocery consumer research study finds there are 18% more online grocery users now, compared with pre-COVID times. The survey of 615 American shoppers was released this month by New York-based digital shopper marketing platform, Chicory. The latest survey, conducted earlier this month, found that Walmart (55%) and Amazon (40%) are front-runners in the online grocery wars, but other retailers are gaining ground.

"Interestingly, Shipt, Stop & Shop, and Giant Foods had the largest increases in market share compared to other retailers from pre-COVID-19 to present," said Yuni Sameshima, Chicory's CEO and co-founder.

The COVID-19 pandemic continues to affect demand for fresh fruits and vegetables. Farmers and produce marketers say they expect demand from restaurants and other food-service buyers to stay muted due to ongoing, pandemic-related restrictions. But demand at supermarkets and other retailers remains strong, according to the California Farm Bureau Federation.

"People will still crave and eat fresh fruits and vegetables, and will seek them out at the retail level," said Mark Shaw, vice president of marketing for the Markon produce cooperative in Salinas (CALIFORNIA).

Administration Response to COVID-19 Pandemic

Earlier this month, President Donald Trump and First Lady Melania Trump announced they had tested positive for the coronavirus. The President spent a weekend at Walter Reed National Military Medical Center in Bethesda, Maryland, and was discharged, in high spirits. The second presidential debate was cancelled, but the third debate between President Trump and Joe Biden was viewed by millions on national television.

The U.S. Food and Drug Administration has announced that they approved the first treatment for COVID-19, Veklury (remdesivir). The approval of Veklury was supported by the agency's analysis of data from three randomized, controlled clinical trials that included patients hospitalized with mild-to-severe COVID-19.

"Today's approval is supported by data from multiple clinical trials that the agency has rigorously assessed and represents an important scientific milestone in the COVID-19 pandemic," said FDA Commissioner Stephen Hahn, M.D. "As part of the FDA's Coronavirus Treatment Acceleration Program, the agency will continue to help move new medical products to patients as soon as possible, while at the same time determining whether they are effective and if their benefits

Continued on Page 6

COVID-19 Response (Continued from Pg 5)

outweigh their risks.”

One week later, the Centers for Medicare and Medicaid Services (CMS) announced that it had “released a comprehensive plan with proactive measures to remove regulatory barriers and ensure consistent coverage and payment for the administration of an eventual vaccine for millions of Americans.”

“CMS is acting now to remove bureaucratic barriers while ensuring that states, providers and health plans have the information and direction they need to ensure broad vaccine access and coverage for all Americans,” said CMS Administrator Seema Verma.

Coronavirus Food Assistance Program (CFAP)

U.S. Secretary of Agriculture Sonny Perdue recently announced that in the first month of the application period, the U.S. Department of Agriculture (USDA) Farm Service Agency (FSA) approved more than \$7 billion in payments to producers in the second round of the Coronavirus Food Assistance Program. CFAP 2 provides agricultural producers with financial assistance to help absorb some of the increased marketing costs associated with the COVID-19 pandemic.

“America’s agriculture communities are resilient, but still face many challenges due to the COVID-19 pandemic. These payments directed by President Trump will continue to help this critical industry recoup some of their losses from ongoing market disruptions and associated costs,” said Secretary Perdue. “This program builds upon the over \$10 billion disbursed under the first round of CFAP. Agricultural producers who have been impacted by the pandemic since April 2020 are encouraged to apply for assistance.”

Through CFAP 2, USDA is making available up to \$14 billion for agricultural producers who continue to face market disruptions and associated costs because of COVID-19. The Farm Services Agency will accept CFAP 2 applications through December 11, 2020.

Farmers to Families Food Box Program

USDA also recently announced it has authorized \$500 million for a fourth round of purchases for the USDA Farmers

to Families Food Box Program. USDA is issuing solicitations for the fourth round to existing Basic Ordering Agreement holders and expects to award contracts by Oct. 30 for deliveries of food boxes from Nov. 1 through Dec. 31, 2020.

In the fourth round, as in the third round, states have been allocated boxes based on the internal need of the state. The program will continue the purchase of combination boxes to include fresh produce, dairy products, fluid milk and meat products.

“Across the country, I have seen firsthand how the Trump Administration is fueling millions of American families through the Farmers to Families Food Box Program,” said Advisor to the President Ivanka Trump. “President Trump’s commitment to extend this impactful program is ensuring healthy and nutritious produce, dairy and meat will continue to reach our Nation’s most vulnerable communities while supporting our farmers!”



House Speaker Nancy Pelosi by Stefani Reynolds/Bloomberg News

COVID-19 Relief Deal Unlikely Before Election Day

Negotiations over another COVID-19 relief package, mainly between House Democrats and the White House, have not progressed far enough to result in an agreement before the November 3 election, according to the parties involved.

The Senate in recent weeks failed to advance a \$500 billion “skinny” corona-

virus relief bill put forth by Senate Republicans titled, the *Delivering Immediate Relief to America’s Families, Schools and Small Businesses Act*.

Within minutes of Majority Leader McConnell’s announcement that the bill would be brought before the Senate, President Trump tweeted, “STIMULUS! Go big or go home!!!,” a message that appeared to be at odds with the Majority Leader’s more conservative approach.

The legislation needed 60 votes to move forward but only garnered 51 votes in favor. This bill is identical to the “skinny” relief package the Senate failed to advance on September 10. The legislation contains no additional relief funding for state and local governments; however, the bill does extend the period to utilize Coronavirus Relief Funds from December 30 to September 30, 2021.

Days later, the Senate also failed to advance the *Continuing the Paycheck Protection Program Act*, which would pro-

Continued on Page 7

Alliance Weighs in on Critical Habitat Designation Rule

The Family Farm Alliance earlier this month formally responded to revisions proposed by the U.S. Fish and Wildlife Service (FWS) to regulations for designating critical habitat, under section 4(b)(2) of the Endangered Species Act (ESA).

This section directs FWS to consider the impacts of designating critical habitat and permits exclusions of particular areas following a discretionary exclusion analysis.

Implementation of the ESA impacts the management of land and water throughout the West. Given the nature of water storage and delivery, Alliance members are often directly impacted by the implementation of the ESA and other federal laws.

The ESA has at times been interpreted to empower federal agencies to take action intended to protect listed species without consideration of the societal costs of such action, even when it is not clear that the action taken will actually yield conservation benefits for the particular species.

"We strongly support efforts to reform the ESA and its implementing regulations to provide clearer direction to the agencies in applying and enforcing the law," said Alliance Executive Director Dan Keppen. "We appreciate FWS's efforts in the Proposed Rule to provide additional clarity to the critical habitat exclusion process."

The Alliance letter provides general support for FWS's revisions to:

- Clarify the scope of economic and other impacts that will be considered;
- To assign weight to impacts and benefits based on the expertise of the exclusion proponent and the recognition that nonbiological impacts are outside of FWS's expertise; and
- To always exclude an area when the benefits of exclusion outweigh the benefits of inclusion, unless extinction of the species would result.

The Alliance letter also expressed concerns and noted support for the recommendations outlined in the October 8, 2020 letter submitted to FWS by the National Endangered Species Act Reform Coalition on this matter.

California Attorney General Xavier Becerra, co-leading a coalition of blue states, filed a comment letter opposing the FWS proposal. In the comment letter, the coalition of 17 attorneys general argue that FWS's proposal is contrary to the plain language of the ESA and arbitrarily limits its ability to protect endangered or threatened species as required by the Act.

"With every blow the Trump Administration deals to the Endangered Species Act, iconic species like the California condor and Chinook salmon are pushed closer to extinction," said Attorney General Becerra. "If we want to avoid hitting the point of no return, we need to be strengthening environmental protections, not weakening them."

COVID-19 Response (Cont'd from Pg 6)

vide \$257.64 billion in funds to support the Paycheck Protection Program (PPP) and PPP Second Draw Loans and makes numerous changes to "improve" the PPP.

House Speaker Nancy Pelosi (D-CALIFORNIA) and White House chief of staff Mark Meadows pointed fingers at each other as to the cause of the delay in getting to a deal. Speaker Pelosi and Secretary talked by phone on the day that the Senate approved Supreme Court nominee Amy Coney Barrett about a coronavirus relief deal. But there was still no agreement in hand and both chambers left town, with just one week left before the election. Both parties have said there could be an opening for a pandemic relief bill during the lame-duck session after the election, although the size and timing will be dependent on the outcome.

President Trump acknowledged that a deal will not be

reached until after Election Day, but he remained optimistic a deal will eventually be secured.

"After the election, we will get the best stimulus package you have ever seen," President Trump told reporters at the White House.

The Senate last month passed the "Continuing Appropriations Act, 2021 and Other Extensions Act" (H.R. 8337), to keep the federal government funded through December 11 at enacted FY2020 levels and avoid a government shutdown. The House passed the bill earlier in the month by a vote of 359-57-1. President Trump signed the bill into law.

"The Continuing Resolution also includes one-year reauthorizations for programs that would have otherwise lapses at the end of September, including the National Flood Insurance Program and the expiring 2015 FAST Act surface transportation bill," said Mark Limbaugh, the Family Farm Alliance's representative in Washington, D.C.



White House Chief of Staff Mark Meadows, right, accompanied by Treasury Secretary Steven Mnuchin, left, speaks to reporters on August 7. AP Photo/Andrew Harnik

Western Wildfires Rage in October

Projected La Nina conditions do not bode well for 2021

Record wildfires continued to rage in Western states for much of October. As the autumn temperatures dropped and the days become shorter, wildland fire activity generally started to diminish, although the Silverado and Blue Ridge Fires in California sparked up late in the month.

The 194,000-acre East Troublesome Fire, which sent residents of Estes Park (COLORADO) fleeing earlier this month, was temporarily stifled when 6-12 inches of snow fell in Grand County. As of press time, the second largest fire in Colorado's history was 30% contained. NBC 9 reported that low temperatures kept much of the new snow from melting throughout the fire area. Fire officials feared that dryness in the air might cause sublimation, where much of the snow would evaporate instead of melt into the dry fuels and ground.



East Troublesome Fire from Cottonwood Pass (COLORADO) looking North on the evening of October 21, 2020 Photo Credit: Andrew Lussie

"To be frank, the fuels were extremely dry; I know we've been through a number of snowstorms so far," Incident Commander Noel Livingston said during a briefing. "One concern is this isn't a season-ending event, this is a season-slowsing event."

Below average temperatures will continue in much of the Intermountain West, Plains, and Midwest. However, in Southern California, strong Santa Ana winds have renewed high fire risk. The 12,000-acre Silverado Fire has forced tens of thousands of California residents to evacuate as it grows. The fire is one of fifty – 18 of them in the Golden State - currently burning near 3.5 million acres in the West. This year, fires have so far scorched over 8.5 million acres in the West, over 2 million acres above the average for the past decade.

Efforts in Congress

The Family Farm Alliance is on record for supporting S. 4431, the bipartisan *Emergency Wildfire and Public Safety Act of 2020*, sponsored by Senators Feinstein (D-CA) and Daines (R-MT). This bill would direct the U.S. Forest Service (USFS) to complete three landscape-level, collaborative projects proposed by governors to decrease the risk of wildfire. Eligible activities would include mechanical thinning, slash and ladder fuel reduction and controlled burns utilized to im-

prove wildlife habitat, watershed quality and landscape health.

Senator Ron Wyden (D-OREGON) has also introduced a bill that would require the USFS and the Bureau of Land Management to use prescribed fire more frequently to preemptively burn off excess vegetation that can otherwise become fuel for out-of-control conflagrations.

"I want to be able to call this the day the Senate got serious about fire prevention," Senator Wyden said last month on the Senate floor.

Unfortunately, Congress left Washington, D.C. before the election recess without passing any meaningful wildfire prevention legislation. The wildfire problem is unlikely to diminish any time soon, and Western Republicans and Democrats will likely have plenty of opportunities to put forward legislative proposals for addressing what is annually becoming an urgent issue.

Grim Drought Outlook

The drought has already been a major contributor to record wildfire activity in California and Colorado, and it is expected to continue. More than one-third of the West is in "extreme" or "exceptional" drought, the two most severe categories, according to the federal government's U.S. Drought Monitor. Climate regions covering California, Nevada, Arizona, Colorado, New Mexico and Utah had record heat and record-low precipitation in the three-month period from July through September, according to NOAA data.

This winter is likely to be warmer and drier than average for most of the continental United States, conditions typically associated with a La Niña year. La Niña years do not typically generate historic winter snowstorms like El Niño years do, but they can instead intensify drought conditions.

"This is the most widespread drought that we have seen in the continental U.S. since September 2013," Mike Halpert, deputy director of NOAA's Climate Prediction Center, said at a teleconference earlier this month. "And the winter forecast doesn't bode well for many of the areas around the nation currently experiencing drought with the exception of the Pacific Northwest, the Northeast, and Hawaii and Alaska."

Title Transfers Continue Under New Authorities

U.S. Department of the Interior Deputy Secretary Kate MacGregor earlier this month joined U.S. Senator John Hoeven (R-NORTH DAKOTA) and other officials (pictured below) to finalize the transfer of the Oakes Test Area to local ownership. This is the third water-related facility transferred under a law signed by President Trump last year. The *John D. Dingell Jr. Conservation, Management and Recreation Act* expedites the title transfer process for eligible projects including diversion dams, canals and other water-related facilities. This latest action conveys full ownership to the Dickey-Sargent Irrigation District in Oakes, North Dakota, after the district paid for the Oakes Test Area facilities and lands.

“This title transfer will improve local control and fulfill the Trump Administration’s goals to streamline bureaucratic processes and facilitate local investment to help maintain and rebuild American infrastructure,” said Deputy Secretary MacGregor. “The new title transfer process under the Trump Administration has created unprecedented opportunities throughout the West, and I’m proud to be part of this historic effort.”

The Oakes Test Area was designed as a 5,000-acre prototype irrigation test area. It includes three pumping plants, a canal, pipelines, laterals, drainage system, wells, roads, an office building and several outbuildings. The Dickey-Sargent Irrigation District will now own and manage these facilities to meet current needs in compliance with all applicable federal, state and local laws under the terms of the title transfer agreement.

“With the title transfer now complete, the Dickey-Sargent Irrigation District will be able to make needed upgrades to the Oakes Test Area, ensuring this infrastructure will benefit the region’s agriculture producers for years to come,” said Senator Hoeven. “We appreciate the irrigation district’s leadership, the Garrison Diversion and the Bureau of Reclamation for joining with us in the effort to finalize this agreement, which will save taxpayers money while also preventing this facility from being abandoned.”

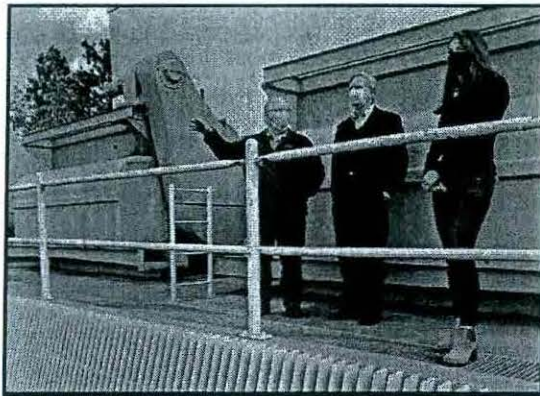


Photo courtesy of KVRR News.

The Oakes Test Area title transfer aligns with the Department of the Interior’s priorities to work with local water users to stimulate infrastructure investment through local ownership. This authorization saves money for the taxpayers and the federal government while enhancing facility use and increasing flexibility for the irrigation district.

Title transfer is an important issue to the Family Farm Alliance. In late 1997, the organization launched an initiative to encourage Congressional action on pending project title transfer legislation. That effort was successful, and ultimately led to the historic transfer of title to the Burley Irrigation District in Idaho two years later. Since then, title to over a dozen other projects and facilities have been transferred to local interests who have paid off construction costs of the project.

“Early on, approximately 1.2 transfers per year were completed by Reclamation,” said Alliance Executive Director Dan Keppen. “With the new Interior authority and *Dingell Act* provisions, six transfers will likely be completed in 2020 alone.”

- Note: Excerpts of Bureau of Reclamation press release reprinted in this article -

WaterSMART Watershed Management Grants Available


The Bureau of Reclamation has released the FY 2020 WaterSMART Grants: Cooperative Watershed Management Program (Phase II).

This program provides funding to implement on-the-ground watershed management projects, collaboratively developed by members of a watershed group, that will address critical water supply needs, water quality concerns, and restoration needs, helping water users meet competing demands and avoid conflicts over water.

Eligible applicants are established watershed groups, and are located in the Western United States and U.S. territories.

In FY 2020, approximately \$2 million is available to support up to \$300,000 per award. Awardees must also provide 50 percent or more of project costs, and cost share may be made through cash, costs contributed by the applicant, or third-party in-kind contributions.


Applications are due November 17, 2020.



BUREAU OF RECLAMATION

WaterSMART Cooperative Watershed Management Program Phase II

Funding Opportunity Announcement No. BOR-DG-21-F002



U.S. Department of the Interior
September 2020

Grassland Water District Intervenes in Clean Water Act Lawsuit

Grassland Water District (CALIFORNIA), a water agency serving one of the largest wetlands in the West, earlier this month received permission from the federal Eastern District Court of California to defend its interests in the case of *Pacific Coast Federation of Fishermen's Associations v. Glaser*.

"Wetland managers rarely get involved in litigation, but in this case, the stakes are too high," the District stated in a press release. "The plaintiffs, commercial fishing and river advocacy groups, lost their argument that farmland drainage is subject to the strictest permitting requirements of the Clean Water Act. In an attempt to keep the case alive, they now claim that groundwater seepage from wetlands requires a strict permit."

The District's General Manager, Ricardo Ortega, explained the decision to intervene.

"The Clean Water Act was intended to protect wetlands, not attack them," he said. "Unfortunately, the Grassland wetlands are caught up in this case, which could have wide-ranging implications for all wetlands. With less than 5% of freshwater wetlands remaining in California, we take all threats seriously. We reached out to the plaintiff organizations, but they were unwilling to discuss the collateral damage that this lawsuit could create for wetlands everywhere. We saw no choice but to defend these issues in court."

The lawsuit involves the Grassland Bypass Project, which routes agricultural stormwater runoff around the wetland complex to protect water quality. Over its sixty-seven year

history the District has successfully secured and managed a long-term water supply to preserve and enhance one of the nation's most valuable wildlife resource areas.

The litigation has been closely monitored by the Family Farm Alliance and other Western water user organizations.

"The Grassland Water District's involvement in this case is a welcomed development," said Norm Semanko (IDAHO), General Counsel for the Family Farm Alliance. "The District will help the court understand the significant impacts that would occur from an adverse decision, not just to farmers but also to wetlands and other features that rely upon the existing irrigation and drainage system."

The project was designed to avoid the type of damage that caused an ecological disaster at Kesterson Reservoir in the 1980s. High groundwater in the low-lying San Joaquin River basin naturally seeps into canals, sloughs, creeks and rivers.

Increasing regulatory costs continue to pose a threat to wetland managers, and a new National Pollutant Discharge Elimination System (NPDES) permit requirement under the Clean Water Act could mean serious financial hardship for wetland owners. Located at a critical point on the Pacific Flyway, the wetland habitat served by the District is a recognized "Wetland of International Importance" under the Ramsar Convention on Wetlands.

It is also designated as a Wetland of Global Significance and a critical component of the Western Hemispheric Shorebird Reserve Network.

Alliance Comments on Proposed NHPA Streamlining

The Family Farm Alliance earlier this month submitted formal comments to the Bureau of Reclamation (Reclamation) on its proposed request for National Historic Preservation Act (NHPA) Program Comment for Water Distribution Infrastructure.

In 1966, Congress enacted the well-intended NHPA in response to fears that properties with historical significance faced destruction or substantial alternation. It was seen as a means to protect the nation's cultural heritage. Now, it is used by some parties as a tool to impede necessary development.

"Our organization represents hundreds of irrigation districts in the West," said Dan Keppen, Alliance Executive Director. "Many of them routinely encounter the NHPA in the context of their ongoing irrigation maintenance, modernization, and water efficiency efforts. Section 106 compliance can result in repetitive and burdensome processes for water distribution infrastructure that provide minimal historic value, unnecessarily delaying projects that would reduce water transmission losses and increase water efficiency."

Section 106 most profoundly impacts irrigation and water districts who interact with federal agencies like Reclamation. Because the identification of sites and the evaluation of effects are collapsed into the same process, opponents of proposed projects can use historic designations as surrogates for other agendas. Essentially, those opposed to change look for

eligible sites and use their presence to delay or prevent projects they oppose.

For example, opponents of irrigation district piping in Oregon have attempted to leverage the NHPA to thwart irrigation modernization projects. Central Oregon Irrigation District (COID) and other nearby districts are wrestling with water availability challenges brought on by the Oregon spotted frog, a threatened species. The districts have pursued piping as a more efficient way to divert water for irrigation.

Piping opponents (i.e. proponents of the National Register listing for an existing, open canal) submitted voluminous materials to the Oregon State Historic Preservation Office, which were eventually sent on to the National Park Service. This ultimately led to the successful designation of a section on either side of the canal as a "historic district" under the NHPA. The designation led to multiple years of local hearings and subsequent appeals. Eventually, COID had to undertake a district-wide historic resource analysis of its entire canal system. The effort ultimately resulted in mitigation measures that included leaving some of its canal system open and "protected" from piping.

"Our letter expressed support for Reclamation's proposal to streamline the NHPA Section 106 process through a Program Comment, but we also provided some examples as to why the final Program Comment should be carefully crafted to avoid unintended impacts," said Mr. Keppen.

Trump Administration Moves to Cut Red Tape, Bolster Scientific Integrity: Critics Push Back

The Trump Administration earlier this month took actions stemming from presidential direction to improve integrity in government sponsored scientific work and cut through bureaucratic red tape.

The U.S. Environmental Protection Agency (EPA) has finalized its "scientific integrity" rule required by a 2009 presidential memo, which mandates that government contractors read and comply with the agency's policy requiring that scientific information be insulated from bias or censorship.

The rule, published in the *Federal Register*, says federal contractors, including universities and consultants, will "ensure all scientific work developed and used by the Government is accomplished with scientific integrity."

The final scientific integrity rule faced little pushback from science groups usually critical of the Administration, but they stressed that enacting the policy is only the first step. An inspector general report issued in May found that EPA fell short of applying its current policy on scientific integrity.

President Trump also recently signed an Executive Order (EO) that calls government management practices "inadequate" and gives federal agencies 90-days to review all career employees who supervise attorneys, draft regulations or work on policy, and determine whether to classify them under a new "Schedule F" employment category. The purpose of the EO is to enhance the ability to dismiss poorly performing career government workers, the order says, and make the bureaucracy more efficient.

"Unfortunately, the Government's current performance management is inadequate, as recognized by Federal workers themselves," the EO states "For instance, the 2016 Merit Principles Survey reveals that less than a quarter of Federal employees believe their agency addresses poor performers effectively."

Critics of the EO argue that the order is an attempt to get rid of career government experts whose advise has run coun-

ter to Administration priorities, potentially blurring the line between the political leadership and the career civil service.

"President Trump's newest executive order, signed without fanfare this week, could prove one of his most insidious," the *Washington Post* editorial board intoned earlier this month.

Other critics in recent weeks have ramped up claims that the Trump Administration has "dismantled" important environmental rules. The *New York Times* earlier this month listed nearly 100 Administration actions that the paper claims are "reversing" environmental rules.

For example, one of those actions listed by the *Times* claims that the Trump Administration "relaxed environmental protections for salmon and smelt in California's Central Valley in order to free up water for farmers."

The list was compiled by the *Times*, based on research from Harvard Law School, Columbia Law School, and other sources. Many of the sources identified by the *Times* were articles that previously appeared in their own paper.

While other administrations have emphasized cutting regulations, calling them burdensome to industries like coal, oil and gas, the scope of actions under Mr. Trump is "fundamentally different," Hana V. Vizcarra, a staff attorney at Harvard Law School's Environmental and Energy Law Program, told the *Times*.

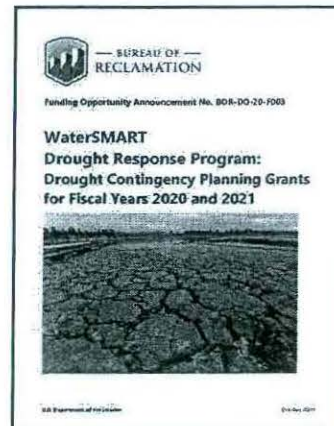
Another Harvard Law School environmental initiative announced this month provides a "comprehensive road map to guide a potential Biden administration overhaul at the Interior Department", including calls for reversing a Trump-era reorganization and empowering career employees, according to *E&E Daily*.

"If a Biden administration takes office, DOI will need to reverse some of the Trump administration's management decisions in order to back away from the energy dominance agenda and restore Interior's capacities," the study said.

WaterSMART Drought Contingency Grant Application Deadline Extended

The Department of the Interior has updated the FY21 application deadline for the FY 2021 WaterSMART Grants: Drought Contingency Planning Grants solicitation to January 6, 2021. The program provides funding for planning that when implemented will increase water reliability and improve water management through the use of expanded technologies and improved modeling capabilities. Eligible applicants are states, irrigation districts, and other organizations with water or power delivery authority located in the Western United States.

In FY 2021, a maximum amount of \$200,000 in federal funding may be allocated to proposals. The federal share for any projects generally shall not exceed 50 percent of the total costs. For more information, go to <https://www.usbr.gov/drought/planning.html>



IA hosts Agricultural Irrigation Summit

Thursday, Nov. 5, 2020 | 11 a.m.-3:30 p.m. Eastern

Irrigation ASSOCIATION®

Agricultural Irrigation Summit

Together we'll learn about the future and talk about what irrigation technology means for U.S. agriculture.

NOV. 5, 2020

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Tentative schedule

Conference times are Eastern time zone. Times and schedule are subject to change.

11:00 a.m.

Welcome & Keynote Address: Global Water Challenges Need Global Solutions

Henk Ovink, *Special Envoy for International Water Affairs for the Kingdom of the Netherlands (invited)*

11:30 a.m.

Agricultural Irrigation Manufacturer CEO Roundtable Panelists

Len Adams, *Valley Irrigation*
 Mike Hemman, *Netafim*
 Aric Olson, *Jain Irrigation*
 Randy Wood, *Lindsay Corporation*
Moderator
 John Farner, *Irrigation Association*

12:30 p.m.

Break

1:00 p.m.

Innovating America – The Role of Irrigation in the USDA’s Ag Innovation Agenda

Kevin Norton, *Acting Chief, NRCS (invited)*

1:30 p.m.

Breakout – Growing With Efficient Irrigation: A Conversation With Producers

2:15 p.m.

Break

2:30 p.m.

Ag Irrigation Technology Showcase (will be streamed on IA’s Facebook page)

Presentations from Jain, Lindsay, Netafim and Valley

Agricultural irrigation is experiencing a renaissance in technology development to help growers maximize yield, while conserving water. The IA is excited to expand on this current environment and bring the industry this Agricultural Irrigation Summit. This special event will not only highlight these technologies, but it will also go behind the curtain for a conversation with industry CEOs about the future of agricultural irrigation. Be sure to join us for this one-of-a-kind opportunity, as we hear from a panel of growers and see the best products available in the technology showcase. Together we’ll look toward the future and talk about what irrigation technology means for U.S. agriculture. Registration will open Oct. 1.

Go to https://www.irrigation.org/2020Show/Conferences/Agricultural_Irrigation/2020Show/Conferences/Agricultural_Irrigation.aspx for more information about this summit

1. Letter from District dated October 15, 2020 to Mr. M. Colicchio re: Can & Will Serve letter – new single-family residence and new guest house with fire protection and agriculture use –Ladan Drive – APN 137-620-013
2. Letter received October 15, 2020 from US Bureau of Reclamation re: Cachuma Downstream Water Rights Operations – Santa Ynez River Downstream Water Users Accounting Report (ANA/BNA) for the months of July, June, May, and April 2020
3. Memo received October 19, 2020 from Central Coast Water Authority re: CCWA FY 2020/2021 First Quarter Interest Income Statement
4. Notice and agenda received October 19, 2020 from Central Coast Water Authority re: Finance Committee and Board of Directors Meeting October 22, 2020
5. Letter from District dated October 20, 2020 to Mr. D. Murphy and Ms. M. Chan re: can and will serve letter – new detached additional dwelling unit with garage – North Refugio Road – APN 141-111-024
6. Letter from District dated October 20, 2020 to Mr. F. Sohaei and Ms. L. Williams re: Can and Will Serve letter – new single-family residence, detached additional dwelling unit, and private fire protection – Baseline Avenue – APN 137-070-067
7. Letter received October 20, 2020 from County of Santa Barbara Planning and Development re: Resident/Occupant Notification – Filming Permit
8. Letter received October 21, 2020 from California State Controller re: Upcoming Reporting Change for Government Compensation in California
9. Notice and agenda received October 22, 2020 from Cachuma Operation and Maintenance Board re: Board of Directors Meeting of October 26, 2020
10. Letter received October 22, 2020 from Ms. Wilds Request for water service account payment arrangement request for Refugio Road
11. Letter from District dated October 23, 2020 to United Investments Real Estate re: existing water service letter – agriculture storage building conversion, pool equipment, restrooms, outdoor kitchen, and private fire protection – Park Street – APN 135-220-048
12. Response letter from District dated October 23, 2020 to Ms. A. Wilds re: water service account payment schedule
13. Copy of letter received October 29, 2020 from Central Coast Water Authority to Santa Barbara County Flood Control and Water Conservation District re: Amendment No. 21 (The Water Management Amendment) to the State Water Contract
14. Notice and agenda received October 28, 2020 from Santa Barbara County LAFCO Board of Directors Meeting or November 5, 2020

15. Letter from District dated October 28, 2020 to Mr. D. Noonan re: private fire protection service meter
16. Letter from District dated November 6, 2020 to Mr. & Mrs. J. Johnston re: existing water service letter – garage conversion to additional dwelling unit – Sagunto Street – APN 143-153-011
17. Letter from District dated November 6, 2020 to Ms. J. Kennedy re: existing water service – detached artist studio – Keenan Drive – APN 135-340-007
18. Letter received November 9, 2020 from CalPERS re: Circular Letter discussing Governor’s Executive Order N-81-20 – CalPERS retirees employed as retired annuitants with all CalPERS employers
19. Letter received November 9, 2020 from CalPERS re: notice of Addition of information to rulemaking file – State Social Security Administration Fees
20. Letter received November 9, 2020 from District Customer Ms. Cody re: payment arrangement request on water service account for Alamo Pintado Road
21. Letter from District dated November 9, 2020 to Ms. D. Harmon and Mr. F. Goeringer re: water service requirements letter – New single-family residence, detached garage, and private fire protection; Alamo Pintado Avenue – APN 135-085-017
22. Response letter from District dated November 9, 2020 to District Customer Ms. Cody re: Payment Arrangement Request response – Alamo Pintado