

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, APRIL 20, 2021**

VIDEO/TELECONFERENCE MEETING ONLY - NO PHYSICAL MEETING LOCATION

Public Participation:

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

Passcode: 180175

or

Teleconference Phone Number: 1-669-900-9128

Meeting ID: 929 0039 9487#

Pin Number 180175#

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, April 19, 2021, and should indicate “**April 20, 2021 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.

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.

1. **CALL TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **REPORT BY THE SECRETARY TO THE BOARD REGARDING COMPLIANCE WITH THE REQUIREMENTS FOR POSTING OF THE NOTICE AND AGENDA**
4. **ADDITIONS OR CORRECTIONS, IF ANY, TO THE AGENDA**
5. **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.
6. **CORONAVIRUS (COVID-19) UPDATE**
 - A. **General Manager’s Report**
7. **CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF MARCH 16, 2021**
8. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion without separate discussion. Any item placed on the Consent Agenda can be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Trustee.
 - CA-1. **Water Supply and Production Report**
 - CA-2. **Central Coast Water Authority Updates**

9. **MANAGER REPORTS - STATUS, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**
- A. DISTRICT ADMINISTRATION**
1. Financial Report on Administrative Matters
 - a) Presentation of Monthly Financial Statements – Revenues and Expenses
 - b) Approval of Accounts Payable
 - c) Upcoming Preliminary Budget (May Board Meeting)
10. **REPORT, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING SUBJECTS:**
- A. STATEWIDE DROUGHT CONDITIONS**
1. Update Regarding 2020-2021 Drought Conditions
 2. Supplemental Water Purchase Program (Solvang)
- B. SUSTAINABLE GROUNDWATER MANAGEMENT ACT**
1. Eastern Management Area Update
- C. CENTRAL COAST WATER AUTHORITY**
1. Update Regarding Proposed Amendments to the SWP Contract
11. **UPDATE FROM ALTERNATIVE POWER/SOLAR AD HOC SUBCOMMITTEE**
12. **REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS, ANNOUNCEMENTS, COMMITTEE REPORTS, OBSERVATIONS AND OTHER MATTERS AND/OR COMMUNICATIONS NOT REQUIRING BOARD ACTION**
13. **CORRESPONDENCE: GENERAL MANAGER RECOMMENDS FILING OF VARIOUS ITEMS**
14. **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.
15. **NEXT MEETING OF THE BOARD OF TRUSTEES:** The next Regular Meeting of the Board of Trustees is scheduled for **May 18, 2021 at 3:00 p.m.**
16. **CLOSED SESSION:**
- To accommodate the video/teleconferencing format of this meeting, the public participation access will be closed for sixty (60) minutes while the Board of Trustees convenes into closed session. Upon the conclusion of the 60-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 items:
- 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
- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
[Subdivision (d)(4) of Section 54956.9 of the Government Code – 1 case]
- Public access to the meeting (Weblink, Dial-In Number, Passcodes above) will be reopened sixty (60) minutes after the Board of Trustees convenes into closed session.

17. RECONVENE INTO OPEN SESSION

[Sections 54957.1 and 54957.7 of the Government Code]

18. 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.



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

PRESS RELEASE
March 16, 2021

SANTA BARBARA COUNTY MOVES TO THE RED TIER ALLOWING FOR MORE BUSINESSES TO OPEN INDOORS WITH MODIFICATIONS

(SANTA BARBARA, Calif.) –Santa Barbara County has met the State’s Red Tier case rate and positivity rate allowing movement into the less restrictive Red Tier, effective Wednesday, March 17, 2021 at 8 a.m. A new Health Officer Order will be issued which includes guidance on business operations in the Red Tier. The new Health Officer Order allows more businesses to reopen indoors with modifications and capacity limits, in accordance with the rules and framework of the Blueprint for a Safer Economy.

“Thankfully we have moved past the winter surge of the past few months and are now experiencing a much welcomed and needed decrease in deaths, cases, and positivity rate. Many factors contribute to these decreases including wearing of face coverings, social distancing measures, and vaccinations,” states Dr. Henning Ansorg, Public Health Officer for the County of Santa Barbara. “As we move into the red tier, we must remain diligent in order to continue forward.”

The State’s Blueprint allows counties in the Red Tier to reopen indoor operations for some additional business sectors and allows for certain activities to resume. All businesses in Santa Barbara County, which are open or will be reopening, must follow all State guidance for their industry and self-certify that they are ready to reopen through completing the online self-attestation. Some additional businesses, which may reopen indoors in the red tier with modifications include indoor dining in restaurants, gyms and fitness centers, movie theaters, and museums, zoos, and aquariums. For more information about changes in the red tier, visit the public health website here. www.publichealthsb.org/red-tier-2021/

For more information about the COVID-19 response locally, please visit <https://publichealthsb.org> or call 2-1-1.

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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



PRESS RELEASE
March 18, 2021

JOINT INFORMATION CENTER
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eocpiostaff@countyofsb.org

B.1.1.7 Variant Detected in Santa Barbara County
Public Advised to Remain Vigilant as COVID-19 Continues to Spread

(SANTA BARBARA, Calif.) -- The Santa Barbara County Public Health Department (PHD) has been notified by the California Department of Public Health (CDPH) of two county residents who tested positive for the B.1.1.7 variant, also known as the U.K. variant. These cases are unrelated and neither case reported travel abroad. Both individuals completed their isolation period and are no longer infectious. The PHD Disease Control and Prevention Unit will continue investigating the case and completing contact tracing efforts. No other cases have been identified with this variant.

CDPH issued a Health Alert on February 25, 2021 regarding the increasing identification of COVID-19 virus variants in California, in the U.S., and internationally. CDPH's alert details the current virus variants of concern, consisting of the B.1.1.7, B.1.351, and P.1. As of yesterday, the Centers for Disease Control & Prevention (CDC) has declared the variants B.1.429 and B.1.427 as variants of concern as well. B.1.429 and B.1.427 are prominent locally. Only two cases of B.1.1.7 have been identified in Santa Barbara County.

As of March 11, 2021, there were 265 known cases caused by variant B.1.1.7 in California. CDPH considers Variant B.1.1.7 to be a variant of concern because it is thought to be more contagious and likely to cause greater illness or severe disease.

"The discovery of this concerning variant in our community serves as a reminder that we are still in a pandemic and things may shift quickly in the wrong direction if we let our guard down," shared Van Do-Reynoso, Public Health Director. "It is critical that everyone continue wearing their masks, practicing social distance, and limiting gathering. If you have tested positive or have been exposed to a positive case, please adhere to isolation and quarantine guidelines."

For more information about the COVID-19 guidance and the local response, please visit <https://publichealthsb.org>.

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County of Santa Barbara: www.CountyofSB.org, [Twitter](#), [Facebook](#)

2-1-1 Call Center: Dial 211 if calling from within the county; or call (800) 400-1572 if calling from outside the area.

Community Wellness Team Information and Referral Line: (805) 364-2750

HEALTH OFFICER ORDER NO. 2021-10.2
COUNTY OF SANTA BARBARA

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

Health Officer Order No. 2021-10.2 Supersedes and Replaces Health Officer Order No.
2021-10.1

Effective Date: March 21, 2021, 5:00pm PT

(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, or result in administrative fines. (Health and Safety Code §§ 101029, 120295 et seq.; County Ord. No. 5120.) 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. 2021-10.2 supersedes and replaces Health Officer Order No. 2021-10.1 that was effective February 20, 2021. Nothing in this Health Officer Order 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 on November 16, 2020, this Health Officer Order orders individuals in the County of Santa Barbara to wear face coverings at all times when outside the home, with some exceptions, to control the spread of COVID-19.

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. This Blueprint for a Safer Economy was updated March 11, 2021; and

WHEREAS, as of November 17, 2020, within the State COVID-19 reopening framework the State classified the County of Santa Barbara as Tier One ("purple" or "widespread risk") which is more restrictive than what was previously allowed in Tier Two ("red" or "substantial risk"), that the County was in, between September 29, 2020 through November 16, 2020; and

WHEREAS, as of December 6, 2020, within the State COVID-19 reopening framework the State classified the Southern California Region, of which Santa Barbara County is a part, as subject to the Regional Stay at Home Order due to intensive care unit bed availability of less than 15% throughout the region, with additional restrictions placed on the County as a result; and

WHEREAS, on January 25, 2021, the State lifted the Regional Stay at Home Order and the Limited Stay at Home Order for all regions in the State, and notified the County that effective January 25, 2021 the County was classified in Tier One, the "purple" highest risk widespread tier under the Blueprint for a Safer Economy; and

WHEREAS, on March 16, 2021, the State notified the County that effective March 16, 2021 the County was classified in Tier Two, the "red" substantial risk tier under the Blueprint for a Safer Economy; 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 2021-10.2 is effective 5:00 p.m. (PT) March 21, 2021 and continuing until 5:00 p.m. (PT), on April 19, 2021 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 outside of the home, unless an exemption applies.
4. The following individuals are exempt from wearing face coverings in the following specific settings:
 - a. Persons in a car alone or solely with members of their own household.
 - b. Persons who are working in an office or in a room alone.

- c. Persons who are actively eating or drinking provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
 - d. Persons who are outdoors and maintaining at least 6 feet of social distancing from others not in their household. Such persons must have a face covering with them at all times and must put it on if they are within 6 feet of others who are not in their household.
 - 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. Workers who are required to wear respiratory protection.
 - g. Persons who are specifically exempted from wearing face coverings by other CDPH guidance.
5. The following individuals are exempt from wearing face coverings at all times:
- a. Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
 - 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. Such conditions are rare.
 - 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.
6. Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
7. 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 121,538,979 individuals worldwide, in 218 countries and territories, including 32,669 cases, and 430 deaths in the County, and is implicated in over 2,686,401 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 July 13, 2020 State Public Health Officer Order; 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) which was updated on March 11, 2021; and the November 16, 2020 California Department of Public Health Guidance for the Use of Face Coverings.

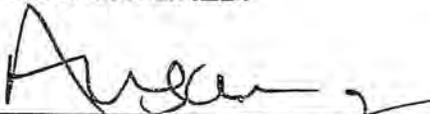
This Order is made in accordance with all applicable State and Federal laws, including but not limited to: Health and Safety Code sections 101040 and 120175; Health and Safety Code sections 101030 et seq., 120100 et seq.; and Title 17 of the California Code of Regulations section 2501.

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



PRESS RELEASE
April 13, 2021

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

SANTA BARBARA COUNTY MOVES CLOSER TO THE ORANGE TIER

(SANTA BARBARA, Calif.) – Santa Barbara County has met the State's Orange Tier case rate and positivity rate for one week. If these metrics are met for one additional week, movement into the less restrictive Orange Tier may take effect as early as Wednesday, April 21, 2021. This movement will further ease restrictions and allow more indoor activities, in accordance with the rules and framework of the **Blueprint for a Safer Economy**.

The County can move into the Orange Tier of the Blueprint for a Safer Economy when its case rate has been under 6 cases per every 100,000 residents and test positivity is under 4.9% for the last two weeks. The potential for this forward move comes after the state raised the metrics threshold for counties to meet after achieving a goal to vaccinate more than 4 million Californians who live in areas hardest hit by the pandemic, as measured by the Healthy Places Index. Santa Barbara County's adjusted case rate is currently 4.6 cases per 100,000 residents and local test positivity is 1.9%.

"We have made significant progress in lowering our local case rate and test positivity," states Dr. Henning Ansorg, Health Officer for the County of Santa Barbara. "Every member of our community has an important role to help us continue to enjoy the expanding benefits while continuing to be mindful of safety practices including wearing masks, physically distancing, washing their hands, and getting vaccinated."

Some activities which will be allowed with Santa Barbara County's anticipated move to the Orange Tier include:

- **Restaurants:** Indoor seating increases to 50% capacity or 200 people maximum.
- **Gyms and Fitness Centers:** 25% capacity indoors; indoor pools can open.
- **Wineries and Breweries:** 25% or 100 people indoors maximum
- **Movie Theaters:** 50% or 200 people maximum.
- **Museums, Zoos and Aquariums:** 50% capacity for indoor activities.
- **Places of Worship:** 50% capacity indoor activities.
- **Bars with no food service:** Open outdoors with modifications.
- **All retail:** No capacity limits.

For more information about the COVID-19 response locally, please visit <https://publichealthsb.org> or call 2-1-1 and press option #4.

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Community Wellness Team Information and Referral Line: (805) 364-2750

HEALTH OFFICER ORDER NO. 2021-12.5
COUNTY OF SANTA BARBARA

FOR THE CONTROL OF COVID-19
PHASED REOPENING WITHIN SANTA BARBARA COUNTY

Health Officer Order No. 2021-12.5 Supersedes and Replaces Health Officer Order
No. 2021-12.4

Effective Date: March 22, 2021, 5:00 p.m. PT unless otherwise stated
(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, or result in administrative fines. (Health and Safety Code §§ 101029, 120295 et seq.; County Ord. No. 5120.) 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. 2021-12.5 supersedes and replaces Health Officer Order No. 2021-12.4 that was effective March 17, 2021. Nothing in this Health Officer Order supersedes State Executive Orders or State Public Health Officer Orders. COVID-19 industry specific guidance provided by the California Department of Public Health (CDPH) is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Guidance.aspx#>

Summary: As of March 16, 2021, within the State COVID-19 reopening framework the State has classified the County of Santa Barbara as Tier Two ("red" or "substantial risk"); this is less restrictive for some Businesses and Activities than what was previously allowed under the County's former classification in Tier One ("purple" or "widespread risk").

Consistent with the State Public Health Officer Order issued August 28, 2020, this Health Officer Order allows the reopening of some, but not all, Businesses and Activities within the County of Santa Barbara. To align with the State's required framework under the "red" tier, this Health Officer Order increases capacity allowances for some Businesses. Businesses that may remain open, or open indoor operations with modifications include but are not limited to: restaurants; museums, zoos and aquariums; movie theaters; and gyms and fitness centers, as listed in Attachment A. All Businesses (as defined) must follow State and local orders. Effective April 1, 2021, this Order will also allow amusement / theme park operations, and outdoor live performances at specified venues, consistent with State guidance. This Order requires continued COVID-19 testing for participants and coaches, regardless of the County's tier status, community case rate, or community testing positivity rate, of named high-contact sports: football, rugby, and water polo. All Businesses and Activities (as defined) must follow State and local orders.

Consistent with the January 14, 2021 COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California,

2020-2021 School Year, this Health Officer Order allows schools and school-based programs (TK-12 education) to remain open if already providing in-person instruction (Attachment A). Schools and school-based programs (TK-6) that are not currently open may reopen upon meeting the reopening requirements contained in the framework, as outlined at

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Consolidated_Schools_Guidance.pdf

Consistent with the State Public Health Officer Order issued August 28, 2020, and to align with the State’s required framework under the “red” tier as updated on March 11, 2021, this Health Officer Order maintains the closure of indoor operations for some Businesses and Activities including but not limited to wineries, breweries, distilleries and tasting rooms that do not serve meals; protests; family entertainment centers; cardrooms; satellite wagering; and offices that are non-essential as listed in Attachment A. Businesses that must stay closed and are not allowed to reopen physical locations at this time are listed in the Attachment B. Activities (as defined) that are not allowed at this time are also listed in the Attachment B.

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, 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, also on March 19, 2020, the State Public Health Officer ordered all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations for the federal critical infrastructure sectors, which was updated on March 28, 2020; and

WHEREAS, on March 20, 2020, the State Public Health Officer designated a list of Essential Critical Infrastructure Workers, to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to

protect public health and safety, which was updated on March 22, 2020; 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 CDPH approved the County of Santa Barbara's Variance Attestation; and

WHEREAS, on July 1, 2020, CDPH instructed counties which had been on the State's County Monitoring list for more than three consecutive days to immediately close all bars, breweries, pubs and brewpubs, as well as indoor operations of Businesses for specified industries and sectors. On July 13, 2020, the State Public Health Officer ordered counties which had been on the State's County Monitoring list for more than three consecutive days to close indoor operations of: gyms and fitness centers; places of worship; protests; offices for non-essential critical infrastructure sectors defined at covid19.ca.gov; personal care services (including nail salons, massage parlors, and tattoo parlors); hair salons and barbershops; and malls; and

WHEREAS, on July 13, 2020, CDPH mandated that all CDPH industry or sector guidance issued must be followed including all infectious control measures, and the use of face coverings both indoors and outdoors in certain settings; and

WHEREAS, on August 28, 2020, the State Public Health Officer ordered an update to the framework for reopening, 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, with a four-tiered color-coded county classification system: (1) purple represents the highest widespread risk level; (2) red represents substantial risk; (3) orange represents moderate risk; and, (4) yellow the lowest level, represents minimal risk; and

WHEREAS, On August 31, 2020, the County was classified as a Tier One, "purple", the highest widespread risk tier. From September 29, 2020 through November 16, 2020, the County of was classified as Tier Two, "red". On November 16, 2020, the County was classified back to Tier One, "purple"; and

WHEREAS, on December 3, 2020, and through a supplemental State Order on December 6, 2020, the State ordered the County through the Regional Stay At Home Order to close sectors except those supporting essential critical infrastructure sectors and limited retail operations because the Southern California Region's ICU capacity was less than 15%; and

WHEREAS, on December 22, 2020 the State issued a supplement to its November 19, 2020 Limited Stay At Home Order in which the State required Retail Businesses not identified as essential on the State's Essential Workforce and Sector index to cease operations between the hours of 10:00 p.m. and 5:00 a.m. PST; and

WHEREAS, on January 25, 2021 the State lifted the Regional Stay At Home Order and the Limited Stay At Home Order for all regions in the State, including the Southern

California Region, based on projected ICU capacity of 15% or greater; and

WHEREAS, on January 25, 2021 the State notified the County that effective January 25, 2021 the County was classified in Tier One, the "purple" highest risk widespread tier under the Blueprint for a Safer Economy; and

WHEREAS, on March 16, 2021 the State notified the County that effective March 17, 2021 the County was classified in Tier Two, the "red" or "substantial risk" tier under the Blueprint for a Safer Economy; and

WHEREAS, high-contact sports such as football, rugby, and water polo have a higher likelihood of COVID-19 transmission than other sports due to the likelihood that these sports are played unmasked, with close, face-to-face contact exceeding 15 minutes for participants. There have been multiple cases of COVID-19 in Santa Barbara County among sports participants; and

WHEREAS, the County Health Officer finds: (1) the County has received repeated reports that some businesses and individuals have refused to comply with the State Stay-at-Home Order, State guidance, and/or local Health Officer Orders; (2) the reported activities are inconsistent with the State Stay-at-Home and/or Santa Barbara County's classification tier; (3) guidance for businesses and individuals is required to prevent the potential increased spread of COVID-19 which would add strain to the County of Santa Barbara health care system; (4) without the guidance and restrictions described herein some businesses or individuals are likely to continue to impair efforts at mitigating the spread of the illness both within the County and statewide; and (5) 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 order Businesses and Activities in the County of Santa Barbara regarding operations under the County of Santa Barbara's Tier Two, "red", substantial risk classification under California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe, as updated March 11, 2021, and to slow the spread of COVID-19 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 2021-12.5 is effective 5:00 p.m. (PT) March 22, 2021, unless otherwise stated, and continues until 11:59 p.m. (PT), on April 19, 2021 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. **Limited gatherings allowed.** As allowed in State guidance issued November 13,

2020, this Order allows limited gatherings as follows, unless an exemption applies:

- a. A "gathering" is any event or convening that brings together people from different households in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space, whether public or private.
 - b. Gatherings, unless exempted below, are allowed but must be private, and are limited to persons from no more than three households, and may only occur outdoors. Gathering participants must wear face coverings in compliance with State and local Orders and must maintain at least six feet of distance from people from other households. Persons who have any COVID-19 symptoms or are in quarantine or isolation due to a COVID-19 exposure, positive test result or diagnosis must not attend gatherings. In addition, all gatherings must comply with CDPH Guidance for the Prevention of COVID-19 Transmission for Gatherings issued November 13, 2020.
 - c. **Gathering exemptions.** All gatherings that are exempt must comply with State Executive Orders, State Public Health Orders, and State guidance available at [covid19.ca.gov](https://www.covid19.ca.gov), and Santa Barbara County Health Officer Orders.
 - i. To the extent that Businesses are open, and Activities allowed, individuals may leave their homes to work at, patronize, or otherwise engage with those Businesses, or Activities, and must, when they do so, continue at all times to practice physical distancing, and follow State and Local Orders;
 - ii. The prohibition on gatherings does not apply to outdoor recreational activities when physical distancing of six feet can be maintained. Examples of recreational activities include, but are not limited to, walking, cycling, jogging, and hiking; and
 - iii. The prohibition on gatherings does not apply to congregate living situations, including dormitories, and homeless encampments.
3. "Business" or "Businesses" for the purpose of this Health Officer Order is defined to mean any institution, establishment, public or private agency, for-profit, non-profit, or educational entity, whether an organization, corporate entity, partnership, or sole proprietorship.
 4. "Activity" or "Activities" for the purpose of this Health Officer Order is defined to mean any behavior, action, or actions taken by an individual, group, or Business.
 5. All Businesses except those listed in Attachment B, as attached hereto and incorporated by this reference, may, remain open or open, upon completion of, and in accordance with all of the following:
 - a. Perform a detailed risk assessment including reviewing State and local guidance relevant to the Business and create a site-specific protection plan;
 - b. Train employees about how to limit the spread of COVID-19 including how to screen themselves for COVID-19 symptoms and when to stay home. COVID-19 symptoms are described in Attachment C;
 - c. Set up individual control measures and screenings;

- d. Put disinfection protocols in place;
 - e. Observe "Face Covering" orders in effect from the local health officer and/or the California Department of Public Health;
 - f. If operating outdoors, a tent, canopy, or other sun shelter may be used in accordance with Section 9 of this Order, Use of Temporary Structures for Outdoor Business;
 - g. Complete the RISE attestation, including its social distancing protocol, and self-certification process at: <https://recovery.sbc.org/reopen-your-business/>. (If a Business does not have access to the internet it can call 805-681-5508); and
 - h. Post the self-certification / RISE attestation at the Business location.
 - i. All Businesses and Activities operating indoors must follow the CDPH / Cal-OSHA Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments issued February 26, 2021, as described at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Interim-Guidance-for-Ventilation-Filtration-and-Air-Quality-in-Indoor-Environments.aspx>.
6. Businesses listed in Attachment A, as attached hereto and incorporated by this reference, are subject to the additional modifications described in Attachment A such as outdoor only operations or indoor capacity limits. For purposes of this Order, "capacity" means occupancy limits designated by the applicable Fire Marshall. Employees are excluded from the capacity limitations described in Attachment A.
7. Businesses listed in Attachment B, as attached hereto and incorporated by this reference, must keep physical locations closed. Activities listed in Attachment B are not allowed. Businesses and Activities listed in Attachment B may continue so long as those Businesses or Activities can occur remotely and without individuals physically present, unless an exception applies. Maintenance to prevent property damage of the Businesses listed in Attachment B is allowed. This list may be amended from time to time, as required for our region's response to COVID-19.
8. Emergency Food Permit. Breweries, bars, brewpubs, pubs, wineries, tasting rooms, and distilleries that serve alcoholic beverages but that do not currently have an on-site permitted food facility and would like to serve food:
- a. Must obtain an Emergency Food Permit issued by the Santa Barbara County Health Department to temporarily serve food.
 - b. A brewery, bar, brewpub, pub, winery, tasting room, or distillery in possession of an Emergency Food Permit issued by the Santa Barbara County Health Department may continue to temporarily serve food at their discretion, unless otherwise suspended, revoked, or terminated.
 - c. A bar, brewpub, or pub, in possession of an Emergency Food Permit issued by the Santa Barbara County Health Department may cease operations of food service at their discretion, but in doing so may be subject to closure of the physical location.
9. Use of Temporary Structures for Outdoor Business Operations: All temporary structures constructed for outdoor business operations must comply with the

California Department of Public Health guidance found at:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Use-of-Temporary-Structures-for-Outdoor-Business-Operations.aspx>

- a. **Outdoor operations** are defined to include operations that are conducted under a tent, canopy, or other sun shelter, as long as no more than 50% of the structure's perimeter has impermeable walls, allowing sufficient, unrestricted outdoor air movement resulting in cross-ventilation. Such walls must be non-adjacent or non-continuous. Of note, doors, windows and other portals do not make a wall "non-continuous." Adjacent walls are walls that touch each other and form a corner.
- b. **An impermeable wall** is defined as any material type that can reasonably restrict aerosols from passing through. A fabric curtain and a tarp or plastic barrier are considered an impermeable wall because the material would prevent aerosols from passing through.
- c. **A permeable wall** is defined as one that is made of a material or design which does not significantly impede natural air flow. For example, barriers such as a lattice fence with widely separated slats or a coarse mesh screen will allow more air to flow freely and are not considered an impermeable wall. For a barrier to be considered permeable, air must be able to flow across the length and width of the barrier.
- d. **Perimeter fencing or walls:** Any security barriers or other solid structures used to create a perimeter for a business can be no higher than three feet. Mesh fencing or other permeable materials that maintain cross-ventilation and do not significantly impede natural airflow may be used as a perimeter with no height restriction.

IN ADDITION TO THE ABOVE ORDER THE HEALTH OFFICER STRONGLY RECOMMENDS that retailers designate specific hours of operation for their stores to accommodate populations at high risk of developing severe COVID-19 disease, such as persons over the age of 65 years.

This Order is issued as a result of the worldwide pandemic of COVID-19 which has infected at least 124,058,211 individuals worldwide, in 218 countries and territories, including 32,859 cases, and 435 deaths in the County, and is implicated in over 2,730,273 worldwide deaths.

This Order is issued based on evidence of continued community-based 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; 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 May 7, 2020, State Public Health Officer Order; the July 13, 2020 State Public Health Officer Order; the August 28, 2020 State Public Health Officer Order called California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe, as updated on March 11, 2021; the November 13, 2020 CDPH Guidance for the Prevention of COVID-19 Transmission for Gatherings; the January 25, 2021 lifting of the Regional and Limited Stay at Home Orders; and CDPH / Cal-OSHA Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments issued February 26, 2021.

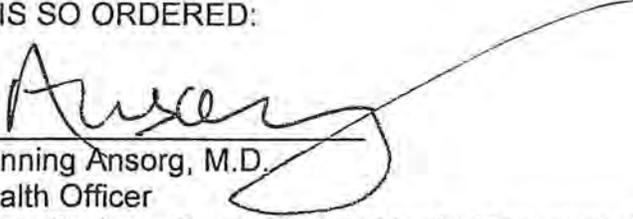
This Order is made in accordance with all applicable State and Federal laws, including but not limited to: Health and Safety Code sections 101040 and 120175; 101030 et seq., and 120100 et seq.; and Title 17 of the California Code of Regulations section 2501.

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

ATTACHMENT A

COUNTY OF SANTA BARBARA HEALTH OFFICER ORDER NO. 2021-12.5

Businesses that are subject to additional modifications such as outdoor operations or indoor occupancy limits

Businesses and Activities listed in this Attachment A must comply with the requirements in Section 5 of this Health Officer Order and the additional modifications described below. For purposes of this Order, "capacity" means occupancy limits designated by the applicable Fire Marshall. Employees are excluded from the capacity limitations described below.

1. Effective April 1, 2021, amphitheaters, concert halls and venues, and performing arts centers may offer live performances in accordance with the CDPH Guidance for Live Performances, with the following restrictions:
 - i. Outdoors only;
 - ii. Assigned seating only;
 - iii. Maximum 20% capacity, includes suites with 25% occupancy per suite and no more than 3 households per suite;
 - iv. Weekly worker testing program;
 - v. In-state visitors only, check for current CDPH travel advisory in effect at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Travel-Advisory.aspx>;
 - vi. Advance reservations only; and
 - vii. Primarily in-seat concessions, no concourse sales.
2. Effective April 1, 2021, amusement and theme parks may reopen with the following restrictions:
 - a. Occupancy limited to 15% capacity;
 - b. Small groups (maximum 10 people or three household groups);
 - c. No intergroup mixing;
 - d. Indoor occupancy limited to 15% capacity with time restrictions;
 - e. No indoor dining;
 - f. Weekly worker testing program;
 - g. In-state visitors only, and in compliance with current CDPH travel advisory;
 - h. Online ticket purchase only.
3. Aquariums with indoor occupancy limited to 25% of capacity.
4. Brewpubs, bars, and pubs must remain closed until those establishments are allowed to resume operation per state guidance and local permission, unless they are providing sit-down, dine-in meals or takeout. Food and beverage service must follow the CDPH industry guidance for restaurants.
 - a. Brewpubs, bars, and pubs that provide sit-down meals must follow the CDPH dine-in restaurant guidance and should continue to encourage outdoor dining

or takeout and delivery service whenever possible. Indoor occupancy is limited to 25% of capacity. Diners at different tables must be separated by a minimum of six feet measured person-to-person.

- b. Brewpubs, bars, and pubs that do not provide bona fide meals, but wish to operate under this Order must obtain an Emergency Food Permit as described above.
 - c. Venues that are currently authorized to provide off sale beer, wine, and spirits to be consumed off premises and do not offer bona fide meals shall follow CDPH guidance for retail operations.
 - d. Producers of beer, wine, and spirits must follow CDPH guidance for manufacturing operations.
 - e. Retail at brewpubs, breweries, bars, pubs, distilleries, wineries and tasting rooms and restaurants is allowed. Retail activities must follow the guidance for retail operations with indoor occupancy limited to 50% of capacity.
 - f. This section also applies to bars located at permitted food facilities.
 - g. Nothing in this section supersedes state or local laws that may be applicable to brewpubs, breweries, bars, pubs, distilleries, wineries and tasting rooms.
 - h. Brewpubs, bars, or pubs that do not offer bona fide meals or operate retail must remain closed.
5. Breweries and Distilleries where no meals are provided may open outdoors only with the following restrictions:
 - a. Reservations required;
 - b. 90-minute time limit;
 - c. Seating at tables only;
 - d. Limited hours (service for on-site consumption closed by 8 pm); and
 - e. Patrons at different tables must be separated by a minimum of six feet measured person-to-person.
 6. Cardrooms outdoors only.
 7. Climbing walls with indoor occupancy limited to 10% of capacity.
 8. Cultural ceremonies with indoor occupancy limited to 25% of capacity.
 9. Dance studios with indoor occupancy limited to 10% of capacity.
 10. Education:
 - a. In-person higher education including technical schools, colleges, universities, adult education, and trade schools. Indoor lectures are prohibited. Courses offered in specialized indoor settings (e.g. labs, studio arts), whose design imposes substantial physical distancing on participants are permitted so long as the CDPH guidance for Institutions of Higher Education is followed available at <https://files.covid19.ca.gov/pdf/guidance-higher-education--en.pdf>
 - b. TK-12 education schools and school-based programs may remain open if already providing in-person instruction. Schools and school-based programs (TK-6) that are not currently open may reopen in accordance

with the January 14, 2021 COVID-19 and Reopening In-Person Instruction Framework and Public Health Guidance for K-12 Schools in California, 2020-2021 School year, as outlined at https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Consolidated_Schools_Guidance.pdf

11. Family Entertainment Centers (escape rooms, kart racing, miniature golf, batting cages, paintball, air soft facilities, laser tag) outdoors only.
12. Fitness centers, gyms, and studios including but not limited to those for dance, yoga, pilates, crossfit, cycling, boxing, and martial arts (collectively referred to as "gyms") and those at hotels, lodging, and short-term rentals, with indoor occupancy limited to 10% of capacity. When providing one-on-one personal fitness training indoors gyms must follow the California Department of Public Health guidance for Limited Services available at <https://files.covid19.ca.gov/pdf/guidance-limited-services--en.pdf>
13. Libraries with indoor occupancy limited to 50% capacity.
14. Live performances allowed:
 - a. At restaurants, including brewpubs, bars, pubs, wineries, breweries, distilleries and tasting rooms that have an emergency food permit from Environmental Health Services and are offering bona fide meals, following the restaurant guidance available at <https://files.covid19.ca.gov/pdf/guidance-restaurants-bars-wineries--en.pdf>, including but not limited to:
 - i. For outdoor performances:
 1. Performers must maintain at least six feet of physical distancing from spectators and other performers unless otherwise required;
 2. Performers who are singing, shouting, playing a wind instrument, or engaging in similar activities without a face covering must maintain at least twelve feet of distance from spectators.
 - ii. For indoor performances:
 1. Occupancy limited to 25% of capacity or 100 people, whichever is less;
 2. Performers are counted towards the occupancy limit;
 3. Performers must wear face coverings at all times;
 4. Performers must maintain at least six feet of physical distancing from spectators and other performers unless otherwise required.
 - b. At wineries, breweries, distilleries and tasting rooms that do not serve meals, following the guidance for wineries and tasting rooms as available at <https://files.covid19.ca.gov/pdf/guidance-wineries--en.pdf>, including but not limited to:
 - i. Outdoor performances only;

- ii. Performers must maintain at least six feet of physical distancing from spectators and other performers unless otherwise required;
 - iii. Performers who are singing, shouting, playing a wind instrument, or engaging in similar activities without a face covering must maintain at least twelve feet of distance from spectators.
- c. Effective April 1, 2021, live performances at specified locations other than those listed in Section 14(a) and 14(b), above, are allowed according to CDPH guidance for Live Performances, with the following restrictions:
 - i. Outdoors only;
 - ii. Assigned seating only;
 - iii. Maximum 20% capacity, includes suites with 25% occupancy per suite and no more than 3 households per suite;
 - iv. Weekly worker testing program;
 - v. In-state visitors only, check for current CDPH travel advisory in effect at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Travel-Advisory.aspx>;
 - vi. Advance reservations only; and
 - vii. Primarily in-seat concessions, no concourse sales.
- 15. Movie Theaters with indoor occupancy limited to 25% capacity or 100 people, whichever is less.
- 16. Museums with indoor occupancy limited to 25% capacity.
- 17. Places of worship and providers of religious and cultural ceremonies, (such as wedding and funeral ceremonies), may operate indoors with occupancy limited to 25% capacity. Places of worship and providers of religious and cultural ceremonies must follow the guidance and additional modifications provided by the California Department of Public Health available at <https://files.covid19.ca.gov/pdf/guidance-places-of-worship--en.pdf>.
- 18. Playgrounds, outdoors only when following the guidance provided by the California Department of Public Health available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Outdoor%20Playgrounds%20and%20other%20Outdoor%20Recreational%20Facilities.aspx>.
- 19. Pools and spas outdoors only. Drowning prevention classes, including swimming lessons provided by a licensed instructor, may occur in indoor and outdoor pools.
- 20. Protests and political expression, outdoors only.
- 21. Raceways or racetracks outdoors only without a live audience.
- 22. Restaurants (dine-in) with indoor occupancy limited to 25% of capacity or 100 people, whichever is less. Outdoor dining, take-out and delivery allowed and encouraged. Diners at different tables must be separated by a minimum of six feet measured person-to-person.

23. Retail with indoor occupancy limited to 50% capacity.
24. Shopping malls or swap meets with indoor occupancy limited to 50% capacity. Common areas must remain closed. Food court facilities may operate with indoor occupancy limited to 25% of capacity or 100 people, whichever is less.
25. Satellite wagering outdoors only.
26. Skating rinks, such as ice and roller, may operate on a reservation or appointment-only basis for individual physical fitness activities or skills training following the guidance provided for gyms and fitness centers, with maximum 10% capacity. No open (public) skating, group practices or team / club events are allowed.
27. Organized sports and team sports including adult, amateur (non-professional) team sports and indoor conditioning and drills are not allowed, except:
 - a. Professional sports without a live audience until April 1, 2021.
 - b. Effective April 1, 2021, professional sports may allow live audiences following the CDPH guidance for live performances with the following restrictions:
 - i. Outdoors only;
 - ii. Assigned seating only;
 - iii. Maximum 20% capacity, includes suites with 25% occupancy per suite and no more than 3 households per suite;
 - iv. Weekly worker testing program;
 - v. In-state visitors only, check for current CDPH travel advisory in effect at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Travel-Advisory.aspx>;
 - vi. Advance reservations only; and
 - vii. Primarily in-seat concessions, no concourse sales.
 - c. Youth sports and physical education in accordance with CDPH guidance for Outdoor and Indoor Youth and Recreational Adult sports available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx>. Due to the County's spread of COVID-19 among sports participants, the high contact sports of football, rugby, and water polo are subject to the following additional requirements regardless of the County's community case rate, community testing positivity rate, or County tier assignment:
 - i. Coaches shall be tested weekly with antigen or PCR testing, during both regular and postseason play.
 - ii. If competing, coaches shall be tested with results made available within 24 hours of play.
 - iii. Participants age 13 or above shall be tested weekly with antigen or PCR testing, during both regular and postseason play.
 - iv. If competing, participants age 13 or above shall be tested with results made available within 24 hours of play.

- v. Participants age less than 13 are not required to be tested.
 - vi. If more than 50% of a team's participants are less than the age of 13, then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirements noted in sections c(i) and c(ii) of this section (above).
- d. Intercollegiate athletics in compliance with the CDPH Industry Sector Guidance for Institutions of Higher Education – Specific Interim Guidance for Collegiate Athletics available at <https://files.covid19.ca.gov/pdf/guidance-higher-education--en.pdf>.
- e. Adult recreational sports in compliance with the CDPH Industry Sector Guidance for Outdoor and Indoor Youth and Recreational Adult Sports, as defined at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx>. Due to the County's spread of COVID-19 among sports participants, the high contact sports of football, rugby, and water polo are subject to the following additional requirements regardless of the County's community case rate, community testing positivity rate, or County tier assignment:
- i. Coaches shall be tested weekly with antigen or PCR testing, during both regular and postseason play.
 - ii. If competing, coaches shall be tested with results made available within 24 hours of play.
 - iii. Participants age 13 or above shall be tested weekly with antigen or PCR testing, during both regular and postseason play.
 - iv. If competing, participants age 13 or above shall be tested with results made available within 24 hours of play.
28. Parties and Receptions are allowed outdoors only and must comply with the State and Local orders on social gatherings as described in Section 2 of this Order.
29. Sports stadiums and facilities, including arenas, must remain closed, except:
- a. Prior to April 1, 2021, as necessary and allowed for professional and intercollegiate sporting events without live audiences.
 - b. Effective April 1, 2021, for live performances, including professional sporting events with live audiences following the CDPH guidance for Live Performances with the following restrictions:
 - i. Outdoors only;
 - ii. Assigned seating only;
 - iii. Maximum 20% capacity, includes suites with 25% occupancy per suite and no more than 3 households per suite;
 - iv. Weekly worker testing program;
 - v. In-state visitors only, check for current CDPH travel advisory in effect at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Travel-Advisory.aspx>;

- vi. Advance reservations only; and
 - vii. Primarily in-seat concessions, no concourse sales.
30. Wedding ceremonies (religious or non-religious) may occur indoors with occupancy limited to 25% capacity so long as the guidance and additional modifications provided by the California Department of Public Health is followed which is available at <https://files.covid19.ca.gov/pdf/guidance-places-of-worship--en.pdf>. Occupancy at outdoor venues is limited by the natural limits of the venue that permit social distancing of six feet between people from different households. Receptions for weddings are allowed outdoors only and must comply with the State and Local orders on social gatherings as described in Section 2 of this Order.
31. Wineries and tasting rooms where no meals are provided, outdoors only with the following restrictions:
- a. Reservations required;
 - b. 90-minute time limit;
 - c. Seating at tables only;
 - d. Limited hours (service for on-site consumption closed by 8 pm); and
 - e. Patrons at different tables must be separated by a minimum of six feet measured person-to-person
32. Zoos with indoor occupancy limited to 25% of capacity.

ATTACHMENT B

COUNTY OF SANTA BARBARA HEALTH OFFICER ORDER NO. 2021-12.5

Businesses that Must Keep Physical Locations Closed; Activities Not Allowed at This Time

1. Amusement and theme parks through March 31, 2021
2. Banquet halls
3. Bowling alleys
4. Community centers
5. Conference and convention centers
6. Dance halls, dances
7. Fairs, festivals, public exhibitions
8. Lounges
9. Nightclubs including private social clubs
10. Offices for non-essential critical infrastructure sectors, defined at [covid19.ca.gov](https://www.covid19.ca.gov). Remote operations only are allowed
11. Playgrounds indoors
12. Saunas and steam rooms
13. Swimming Pools and spas indoors, except that drowning prevention lessons, including swimming lessons provided by a licensed instructor, may occur

ATTACHMENT C

COUNTY OF SANTA BARBARA HEALTH OFFICER ORDER NO. 2021-12.5

COVID-19 SELF-EVALUATION

The County Health Officer has defined COVID-19 symptoms as follows:

Mild to Moderate Symptoms Related to or
Other Respiratory Illness such as:

Fever or Chills

Cough

Shortness of Breath or Difficulty Breathing

Fatigue

Muscle or Body Aches

Headache

New Loss of Taste-and/or Smell

Sore Throat

Congestion or Runny Nose

Nausea or Vomiting

Diarrhea

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
 IMPROVEMENT DISTRICT NO. 1
MARCH 16, 2021 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, March 16, 2021 via video/teleconference only due to the COVID-19 Emergency and Governor Newsom’s Executive Orders.

Trustees Present: Jeff Clay Jeff Holzer
 Brad Joos Lori Parker
 Michael Burchardi

Trustees Absent: None

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

1. CALL TO ORDER AND ROLL CALL:

President Clay called the meeting to order at 3:04 p.m., he stated this was a Regular Meeting of the Board of Trustees. Ms. Martone conducted roll call and reported that all members of the Board were present.

President Clay gave tribute to Trustee Harlan Burchardi, stating that today marked the one-year anniversary of his passing. President Clay asked for a moment of silence in honor and recognition of Trustee Burchardi’s 50+ years of dedicated service as a District Trustee. President Clay spoke in memory of Trustee Burchardi and provided an opportunity for other Trustees to share their thoughts and comments. Trustees expressed their appreciation, anecdotes, and memories honoring Trustee H. Burchardi.

2. PLEDGE OF ALLEGIANCE:

President Clay led the Pledge of Allegiance.

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

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

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

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

5. 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. There were no 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

1 comments to the District via electronic mail by 5:00 p.m. on Monday, March 15, 2021. Mr. Garcia
2 reported that no written comments were submitted to the District for the meeting.
3

4 **6. CORONAVIRUS (COVID-19) UPDATE:**

5 **A. General Manager's Report**

6 Mr. Garcia reported on the current activities related to the COVID-19 pandemic and the
7 District's actions. He summarized the Santa Barbara County Health Department Health
8 Officer Order No. 2021-10.1 dated February 20, 2021 which extends the required face covering
9 Order through March 21, 2021. Mr. Garcia reported that the District was notified by the
10 County Office of Emergency Management and the Association of California Water Agencies
11 that water industry workers had been moved into the qualifying tier of emergency services
12 personnel who are eligible to sign up and make appointments to receive the COVID-19
13 vaccine. Mr. Garcia reported that this information was shared via email with all District
14 employees and Trustees. He stated that management staff continues to receive, review, and
15 implement updates related to COVID-19 from federal, state, regional and local agencies.
16

17 **7. CONSIDERATION OF THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 16, 2021**

18 The Regular Meeting Minutes from February 16, 2021 were presented for consideration.
19

20 President Clay asked if there were any changes or additions to the Regular Meeting Minutes of
21 February 16, 2021. No changes or additions were requested.
22

23 It was **MOVED** by Trustee Holzer, seconded by Trustee Joos, and carried by a 5-0-0 roll call vote
24 to approve the February 16, 2021 Regular Meeting Minutes as presented.
25

26 **8. CONSENT AGENDA:**

27 The Consent Agenda Report was provided in the Board packet.
28

29 Mr. Garcia reviewed the Consent Agenda materials for the month of March.
30

31 It was **MOVED** by Trustee Joos, seconded by Trustee Burchardi, and carried by a 5-0-0 roll call
32 vote to approve the Consent Agenda.
33

34 **9. MANAGER REPORTS - STATUS, DISCUSSION, AND POSSIBLE BOARD ACTION ON THE FOLLOWING**
35 **SUBJECTS:**

36 **A. DISTRICT ADMINISTRATION**

37 **1. Financial Report on Administrative Matters**

38 **a) Presentation of Monthly Financial Statements - Revenues and Expenses**

39 Ms. Martone announced that the Board was provided the Statement of Revenues and
40 Expenses for the month of February via email. She also explained that the reports
41 were posted on the District's website where the Board packet materials are located for
42 any members of the public wishing to follow along or receive a copy.
43

44 Ms. Martone reviewed the Statement of Revenues and Expenses for the month of
45 February. She highlighted various line-items related to revenue and expense
46 transactions that occurred during the month. Ms. Martone reported that revenues
47 exceeded expenses by \$40,223.48 for the month of February and the year-to-date net
48 income was \$1,499,287.90, which will be earmarked and utilized for the District's
49 annual State Water Project and COMB Series 2004A Bond payments which are due in
50 June 2021.
51

1 b) Approval of Accounts Payable

2 Ms. Martone reported that the Board was provided the Warrant List for February 17,
3 2021 through March 16, 2021 via email, and that it was posted on the District's website
4 where the Board packet materials are located for any members of the public wishing
5 to follow along or receive a copy.
6

7 The Board reviewed the Warrant List which covered warrants 23667 through 23733 in
8 the amount of \$818,116.45.
9

10 It was **MOVED** by Trustee Joos, seconded by Trustee Parker, and carried by a 5-0-0 roll
11 call vote to approve the Warrant List for February 17, 2021 through March 16, 2021.
12

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

14 **A. CACHUMA PROJECT**

15 1. Water Service Contract No. I75r-1802R and I75r-1802RA - Santa Barbara County Water
16 Agency Request for Long Term Contract

17 Mr. Garcia reported that he had been in contact with the Manager of the Santa Barbara
18 County Water Agency who indicated that the Water Agency has no new updates or
19 information from the U.S. Bureau of Reclamation (USBR) at this time regarding the new
20 long-term contract negotiation process. Mr. Garcia reported that Water Agency
21 representatives have indicated that they will continue to reach out to USBR in hopes of
22 jump-starting the process. Mr. Garcia stated that he will continue to follow-up with the
23 Water Agency and others regarding contract negotiations.
24

25 **B. SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

26 1. Eastern Management Area Update

27 The Board packet included a February 25, 2021 Notice and Agenda for the Groundwater
28 Sustainability Agency (GSA) for the Eastern Management Area (EMA) in the Santa Ynez
29 River Groundwater Basin, and a February 25, 2021 PowerPoint presentation regarding the
30 EMA Water Budget Summary prepared by GSI Water Solutions, Inc.
31

32 Mr. Garcia referred to the materials in the Board packet and reported that he and Trustee
33 Joos attended the February 25, 2021 EMA GSA meeting via video and teleconference. Mr.
34 Garcia reported that GSI Water Solutions provided a PowerPoint presentation regarding
35 the Draft Water Budget Summary for the EMA portion of the Basin. Mr. Garcia explained
36 the purpose of the Water Budget and indicated that the information is very important to
37 the process of estimating the outflows and inflows to the Basin under historic, current,
38 and future conditions, all of which are needed to determine "sustainable yield" of the
39 EMA under the Sustainable Groundwater Management Act. He also summarized other
40 topics discussed at the GSA meeting, including a report from the EMA Citizens Advisory
41 Group on the Draft EMA Hydrologic Conceptual Model, and an update on the Aerial
42 Electro Magnetic Survey of the EMA. Trustee Joos commented on the Draft Water Budget
43 process and thanked the consultants, the EMA GSA Committee, and Committee President
44 for their input and questions regarding the process and figures that were noted in the
45 presentation. He reported that the consultants will look at the information and confirm
46 whether or not any changes or updates are needed. Mr. Garcia stated that the next
47 meeting of the EMA GSA is scheduled for March 25, 2021 via video and teleconference.
48
49

1 C. CENTRAL COAST WATER AUTHORITY

2 1. Update Regarding Proposed Amendments to the SWP Contract

3 The Board packet included various materials related to proposed Amendments 20 and 21
4 to the State Water Project (SWP) Contract, including a February 17, 2021 CCWA Board of
5 Directors Meeting Agenda; February 17, 2021 and February 18, 2021 CCWA letters to the
6 Santa Barbara County Public Works Director and County Board of Supervisors,
7 respectively; February 17, 2021 letter from the County Executive Office to CCWA; February
8 25, 2021 letter from the Goleta Water District to the County Board of Supervisors; February
9 28, 2021 article published in the Santa Barbara Independent; March 1, 2021 Public Comment
10 letter from Roger Moore (CWIN) to the County Board of Supervisors; March 2, 2021 County
11 Public Works Director Staff Report; and a March 2, 2021 Memorandum from CCWA to the
12 CCWA Operating Committee.

13
14 Mr. Garcia reported on the activities that took place since the last Board meeting related
15 to the proposed amendments to the SWP Contract. He explained that the proposed
16 amendments were agendaized on the March 2, 2021 County Board of Supervisors regular
17 meeting agenda and reported that the Board of Supervisors took action to approve
18 Amendment No. 20 and tabled action on Amendment No. 21 to allow County staff to
19 continue a dialog with CCWA.
20

21 Mr. Garcia reported that the next CCWA Board meeting is scheduled for March 25, 2021.
22 He indicated that Mr. Ray Stokes, Executive Director of CCWA, will provide an update
23 on the level of staff-to-staff negotiations between the County and CCWA that have
24 transpired since the March 2nd Board of Supervisors meeting. Mr. Gary Kvistad, District
25 Legal Counsel, provided input regarding timing issues related to Amendment No. 21. He
26 stated that if the County Board of Supervisors does not approve Amendment No. 21 by
27 the end of April, CCWA could be permanently foreclosed from the benefits of the
28 Amendment. Mr. Garcia stated that he would provide an update at the April meeting.
29

30 **11. UPDATE FROM ALTERNATIVE POWER / SOLAR AD HOC SUBCOMMITTEE**

31 Mr. Garcia stated there has been no new activity related to the Alternative Power/Solar Ad Hoc
32 Committee. He reported that District staff has contacted the two companies that have performed
33 site visits to the District, and both companies have indicated they are still preparing their technical
34 review.
35

36 **12. REPORTS BY THE BOARD MEMBERS OR STAFF, QUESTIONS OF STAFF, STATUS REPORTS,**
37 **ANNOUNCEMENTS, COMMITTEE REPORTS, OBSERVATIONS AND OTHER MATTERS AND/OR**
38 **COMMUNICATIONS NOT REQUIRING BOARD ACTION**

39 The Board packet included a March 9, 2021 email from the Santa Barbara County Water Agency
40 regarding a report on the 2021 Water Rates in Santa Barbara County. The packet also included
41 the March 2021 Family Farm Alliance Monthly Briefing.
42

43 **13. CORRESPONDENCE: GENERAL MANAGER RECOMMENDS FILING OF VARIOUS ITEMS**

44 The Correspondence list was received by the Board.
45

46 **14. REQUESTS FOR ITEMS TO BE INCLUDED ON THE NEXT REGULAR MEETING AGENDA:**

47 There were no requests from the Board.
48

49 **15. NEXT MEETING OF THE BOARD OF TRUSTEES:**

50 President Clay stated that the next Regular Meeting of the Board of Trustees is scheduled for
51 April 20, 2021 at 3:00 p.m.

1 Mr. Garcia announced that the Open Session public participation video and phone lines would
2 be closed for the next sixty (60) minutes to allow the Board to convene into Closed Session. He
3 explained that the public participation video and phone lines would be reopened sixty (60)
4 minutes later for the remaining Agenda items. Mr. Garcia thanked everyone for participating in
5 the video/teleconference and stated that the Open Session meeting would reconvene at 5:40 p.m.
6 to report any action taken during Closed Session.
7

8 **16. CLOSED SESSION:**

9 The Board adjourned to Closed Session at 4:40 p.m.

10
11 **A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

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

- 13
14 1. Name of Case: Adjudicatory proceedings pending before the State Water Resources
15 Control Board regarding Permit 15878 issued on Application 22423 to the City of
16 Solvang, Petitions for Change, and Related Protests
17

18 **B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

19 [Subdivision (d)(4) of Section 54956.9 of the Government Code - 1 case]
20

21 **17. RECONVENE INTO OPEN SESSION**

22 [Sections 54957.1 and 54957.7 of the Government Code]

23
24 The public participation video and phone lines were re-opened at approximately 5:40 p.m. The
25 Board reconvened to Open Session and Ms. Martone conducted roll call and reported that all
26 Trustees were present when the meeting reconvened to Open Session.
27

28 Mr. Garcia announced that the Board met in Closed Session concerning Agenda Items 16.A.1
29 and 16.B. He stated that there was no reportable action from Closed Session.
30

31 **18. ADJOURNMENT:**

32 Being no further business, it was **MOVED** by Trustee Burchardi, seconded by Trustee Joos, and
33 carried by a 5-0-0 roll call vote to adjourn the meeting at approximately 5:45 p.m.
34

35 **RESPECTFULLY SUBMITTED,**

36
37 **DRAFT**
38

39
40 _____
41 Mary Martone, Secretary to the Board
42

43 **ATTEST:**

44 _____
45 Jeff Clay, President
46

47
48 **MINUTES PREPARED BY:**

49 _____
50 Karen King, Board Administrative Assistant
51

**BOARD OF TRUSTEES
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO.1
April 20, 2021**

Consent Agenda Report

CA-1. Water Supply and Production Report. Total water production in **March (194.5 AF)** was lower than water production in February (141 AF), and noticeably lower than the 10-year running average for the month of **March (277 AF)**. This may be attributable in part to the minimal need for vineyard frost protection thus far in the year. As previously reported, the District overall 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 **March**, approximately **49.5 AF** was produced from the Santa Ynez Upland wells, and approximately **145 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 did not receive any SWP supplies for the month (no Table A deliveries and no Exchange deliveries). Direct diversions to USBR and the County Park were **1.38 AF**.

The USBR Daily Operations Report for Lake Cachuma in **March** (ending March 31, 2021) recorded the lake elevation at **725.23'** with the end of month storage of **119,955 AF**. USBR recorded total precipitation at the lake of **only 1.02 inches in March**. For the month, reservoir storage was supplemented with **0.0 AF** of SWP deliveries for the South Coast agencies. Reservoir evaporation in **March** was **631.4 AF**.

Based on the maximum storage of 193,305 AF, Cachuma reservoir currently (as of **April 12, 2021**) is at approximately **61.3%** of capacity, with current storage of **118,563 AF** (Santa Barbara County Flood Control District, Rainfall and Reservoir Summary). At a point when reservoir storage exceeds 100,000 AF, the Cachuma Member Units typically have received a full allocation, which is the case for this federal WY 2020-2021. 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. 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 currently holds approximately 1,255 AF of previous years 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 March, water releases for fish were 321 AF to Hilton Creek and approximately 179 AF to the outlet works for a total of 500 AF. As of the end of March 2021, a total of approximately 41,382 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.

By Notice dated March 23, 2021, the California Department of Water Resources (DWR) reduced the State Water Project (SWP) Table A allocation for the 2021 from 10% down to 5%, which matches the lowest allocation in the history of the SWP (5% final allocation in 2014). This lowered allocation translates to 35 AF for ID No.1's share of Table A supplies through CCWA. In addition to its 5% allocation, ID No.1 holds 146 AF of SWP carryover supply in San Luis Reservoir.

As reflected in the enclosed Agendas for the CCWA Board of Directors meetings on March 25, 2021 and April 14, 2021, and the CCWA Operating Committee meeting on April 8, 2021, CCWA continues to remain strongly engaged in a variety of matters related to the SWP and SWP supplies, including but not limited to: Requests to the Santa Barbara County Flood Control and Water Conservation District to approve the SWP Water Management Amendment ("Amendment No. 21"); SWP operations and water supplies; the CCWA Fiscal Year 2021/22 Preliminary Budget; and work with San Luis Obispo County on potential water management strategies.

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

MARCH 2021

LAKE CACHUMA DAILY OPERATIONS

RUN DATE: April 1, 2021

| 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 | | |
| | 726.36 | 122,472 | | | | | | | | | | | | |
| 1 | 726.32 | 122,383 | -89 | 30.3 | 0.0 | .0 | 81.2 | 10.4 | 5.0 | .0 | 22.7 | .160 | .00 | |
| 2 | 726.25 | 122,226 | -157 | -27.7 | 0.0 | .0 | 84.1 | 10.4 | 5.0 | .0 | 29.8 | .210 | .00 | |
| 3 | 726.21 | 122,137 | -89 | 23.3 | 0.0 | .0 | 81.7 | 10.4 | 6.0 | .0 | 14.2 | .100 | .00 | |
| 4 | 726.16 | 122,025 | -112 | -1.7 | 0.0 | .0 | 82.2 | 10.4 | 5.0 | .0 | 12.7 | .090 | .00 | |
| 5 | 726.12 | 121,935 | -90 | 32.9 | 0.0 | .0 | 83.3 | 10.4 | 8.0 | .0 | 21.2 | .150 | .00 | |
| 6 | 726.08 | 121,824 | -111 | 10.3 | 0.0 | .0 | 83.1 | 10.4 | 8.0 | .0 | 19.8 | .140 | .00 | |
| 7 | 726.03 | 121,734 | -90 | 21.6 | 0.0 | .0 | 81.9 | 10.4 | 8.0 | .0 | 11.3 | .080 | .00 | |
| 8 | 725.99 | 121,645 | -89 | 0.9 | 0.0 | .0 | 58.4 | 10.4 | 7.0 | .0 | 14.1 | .100 | .00 | |
| 9 | 725.96 | 121,578 | -67 | 26.9 | 0.0 | .0 | 52.1 | 10.4 | 6.0 | .0 | 25.4 | .180 | .00 | |
| 10 | 725.95 | 121,555 | -23 | -3.8 | 0.0 | 68.8 | 51.4 | 10.4 | 5.0 | .0 | 21.2 | .150 | .37 | |
| 11 | 725.95 | 121,555 | +0 | -8.8 | 0.0 | 66.9 | 39.9 | 10.4 | 5.0 | .0 | 2.8 | .020 | .36 | |
| 12 | 725.93 | 121,510 | -45 | 12.3 | 0.0 | 11.2 | 52.1 | 10.3 | 6.0 | .0 | .1 | .001 | .06 | |
| 13 | 725.90 | 121,443 | -67 | 10.3 | 0.0 | .0 | 45.2 | 10.4 | 9.0 | .0 | 12.7 | .090 | .00 | |
| 14 | 725.88 | 121,399 | -44 | 46.7 | 0.0 | .0 | 40.8 | 10.0 | 6.0 | .0 | 33.9 | .240 | .00 | |
| 15 | 725.86 | 121,354 | -45 | 0.8 | 0.0 | 26.0 | 42.3 | 10.4 | 5.0 | .0 | 14.1 | .100 | .14 | |
| 16 | 725.83 | 121,287 | -67 | 6.9 | 0.0 | 5.6 | 41.9 | 10.4 | 6.0 | .0 | 21.2 | .150 | .03 | |
| 17 | 725.80 | 121,220 | -67 | 9.5 | 0.0 | 1.9 | 43.3 | 10.4 | 5.0 | .0 | 19.7 | .140 | .01 | |
| 18 | 725.78 | 121,175 | -45 | 25.6 | 0.0 | .0 | 41.1 | 10.4 | 5.0 | .0 | 14.1 | .100 | .00 | |
| 19 | 725.75 | 121,108 | -67 | 10.7 | 0.0 | .0 | 42.6 | 10.4 | 5.0 | .0 | 19.7 | .140 | .00 | |
| 20 | 725.72 | 121,041 | -67 | -9.6 | 0.0 | 9.3 | 41.8 | 10.4 | 6.0 | .0 | 8.5 | .060 | .05 | |
| 1 | 725.69 | 120,974 | -67 | 16.2 | 0.0 | .0 | 42.4 | 10.4 | 5.0 | .0 | 25.4 | .180 | .00 | |
| 22 | 725.65 | 120,884 | -90 | -8.7 | 0.0 | .0 | 42.1 | 10.3 | 5.0 | .0 | 23.9 | .170 | .00 | |
| 23 | 725.60 | 120,773 | -111 | -13.7 | 0.0 | .0 | 55.7 | 10.3 | 6.0 | .0 | 25.3 | .180 | .00 | |
| 24 | 725.57 | 120,707 | -66 | 36.0 | 0.0 | .0 | 61.4 | 10.3 | 5.0 | .0 | 25.3 | .180 | .00 | |
| 25 | 725.53 | 120,618 | -89 | 42.7 | 0.0 | .0 | 86.9 | 10.3 | 5.0 | .0 | 29.5 | .210 | .00 | |
| 26 | 725.47 | 120,486 | -132 | -18.5 | 0.0 | .0 | 84.0 | 10.4 | 5.0 | .0 | 14.1 | .100 | .00 | |
| 27 | 725.42 | 120,375 | -111 | 8.2 | 0.0 | .0 | 83.2 | 10.3 | 6.0 | .0 | 19.7 | .140 | .00 | |
| 28 | 725.38 | 120,287 | -88 | 41.6 | 0.0 | .0 | 84.8 | 10.3 | 5.0 | .0 | 29.5 | .210 | .00 | |
| 29 | 725.33 | 120,176 | -111 | 44.3 | 0.0 | .0 | 86.7 | 10.3 | 5.0 | .0 | 53.3 | .380 | .00 | |
| 30 | 725.27 | 120,044 | -132 | -4.7 | 0.0 | .0 | 85.8 | 10.3 | 6.0 | .0 | 25.2 | .180 | .00 | |
| 31 | 725.23 | 119,955 | -89 | 38.6 | 0.0 | .0 | 91.3 | 10.3 | 5.0 | .0 | 21.0 | .150 | .00 | |
| TOTAL (AF) | | | -2,517 | 399.4 | 0.0 | 189.7 | 1,974.7 | 321.0 | 179.0 | .0 | 631.4 | 4.481 | 1.02 | |
| (AVG) | | 121,207 | | | | | | | | | | | | |

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: 4/12/2021

Water Year: 2021

Storm Number: NA

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

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

| Rainfall | ID | 24 hrs | Storm 0day(s) | Month | Year* | % to Date | % of Year* | AI |
|--------------------------------|-----|--------|------------------|-------|-------|-----------|------------|-----|
| Buellton (Fire Stn) | 233 | 0.00 | 0.00 | 0.00 | 8.54 | 54% | 51% | |
| Cachuma Dam (USBR) | 332 | 0.00 | 0.00 | 0.00 | 10.51 | 56% | 53% | |
| Carpinteria (Fire Stn) | 208 | 0.00 | 0.00 | 0.01 | 4.52 | 28% | 26% | |
| Cuyama (Fire Stn) | 436 | 0.00 | 0.00 | 0.00 | 3.62 | 52% | 47% | |
| Figueroa Mtn. (USFS Stn) | 421 | 0.00 | 0.00 | 0.00 | 8.37 | 42% | 39% | 9.9 |
| Gibraltar Dam (City Facility) | 230 | 0.00 | 0.00 | 0.00 | 10.63 | 43% | 40% | 9.0 |
| Goleta (Fire Stn-Los Cameros) | 440 | 0.00 | 0.00 | 0.00 | 9.14 | 53% | 50% | |
| Lompoc (City Hall) | 439 | 0.00 | 0.00 | 0.00 | 10.68 | 78% | 73% | 7.7 |
| Los Alamos (Fire Stn) | 204 | 0.00 | 0.00 | 0.00 | 8.41 | 59% | 55% | |
| San Marcos Pass (USFS Stn) | 212 | 0.00 | 0.00 | 0.00 | 14.17 | 44% | 42% | |
| Santa Barbara (County Bldg) | 234 | 0.00 | 0.00 | 0.00 | 7.31 | 42% | 40% | |
| Santa Maria (City Pub. Works) | 380 | 0.00 | 0.00 | 0.00 | 7.16 | 57% | 54% | |
| Santa Ynez (Fire Stn /Airport) | 218 | 0.00 | 0.00 | 0.00 | 8.31 | 56% | 53% | |
| Sisquoc (Fire Stn) | 256 | 0.00 | 0.00 | 0.00 | 6.31 | 45% | 42% | |

County-wide percentage of "Normal-to-Date" rainfall : **51%**

County-wide percentage of "Normal Water-Year" rainfall : **47%**

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 | 1,375.74 | 4,559 | 610 | 13.4% | -14 | -1,600 |
| <u>Cachuma Reservoir</u> | 753.** | 724.60 | 193,305 | 118,563 | 61.3% | -1,282 | -25,212 |
| <u>Jameson Reservoir</u> | 2,224.00 | 2,213.30 | 4,848 | 3,601 | 74.3% | -6 | -687 |
| <u>Twitchell Reservoir</u> | 651.50 | 540.85 | 194,971 | 3,052 | 1.6% | -73 | -768 |

CIMIS Daily Report

Rendered in ENGLISH Units.

Monday, March 1, 2021 - Wednesday, March 31, 2021

Printed on Thursday, April 1, 2021

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) |
|-----------|----------|-------------|------------------|----------------------|-------------------|-------------------|-------------------|-----------------|-----------------|-----------------|----------------|----------------------|------------------|--------------------|
| 3/1/2021 | 0.15 | 0.00 | 497 R | 4.4 Y | 71.2 | 28.9 | 48.8 | 92 | 11 | 37 Y | 23.8 Y | 3.6 | 86.9 | -- S |
| 3/2/2021 | 0.13 | 0.00 | 485 | 5.6 | 72.6 | 26.6 | 46.9 | 94 | 13 | 51 | 29.6 | 3.0 | 71.4 | -- S |
| 3/3/2021 | 0.05 | 0.01 | 209 | 7.6 | 61.4 | 30.1 | 42.7 Y | 98 | 47 | 82 Y | 37.5 Y | 2.8 | 67.1 | -- S |
| 3/4/2021 | 0.13 | 0.00 | 489 R | 8.4 | 68.3 | 28.4 | 47.0 | 100 | 45 | 77 | 40.2 | 2.7 | 64.2 | -- S |
| 3/5/2021 | 0.13 | 0.00 | 483 | 8.9 | 72.3 | 32.0 | 48.4 | 100 | 38 | 77 | 41.5 | 2.9 | 69.6 | -- S |
| 3/6/2021 | 0.10 | 0.00 | 371 | 10.2 | 66.8 | 35.9 | 50.7 | 100 | 57 | 81 | 45.1 | 3.8 | 91.5 | -- S |
| 3/7/2021 | 0.07 | 0.00 | 281 | 10.6 | 61.7 | 42.5 | 51.9 | 96 | 64 | 81 | 46.2 | 3.0 | 71.2 | -- S |
| 3/8/2021 | 0.15 | 0.00 | 511 R | 8.2 | 64.2 | 38.0 | 52.2 | 93 | 29 | 61 | 39.3 | 4.3 | 104.0 | -- S |
| 3/9/2021 | 0.14 | 0.19 | 509 R | 7.3 | 62.3 | 32.9 | 47.2 | 95 | 35 | 66 | 36.3 | 4.2 | 100.9 | -- S |
| 3/10/2021 | 0.06 | 0.57 | 299 | 9.3 | 55.8 | 39.1 | 46.7 | 99 | 58 | 85 | 42.6 | 3.5 | 83.5 | -- S |
| 3/11/2021 | 0.06 | 0.01 | 296 | 8.1 | 54.1 | 34.8 | 42.9 Y | 100 | 63 | 87 Y | 39.2 Y | 2.3 | 54.1 | -- S |
| 3/12/2021 | 0.10 | 0.00 | 396 | 8.8 | 60.1 | 32.0 | 46.1 | 100 | 54 | 83 | 41.1 | 3.5 | 83.4 | -- S |
| 3/13/2021 | 0.13 | 0.00 | 512 | 10.1 | 60.5 | 47.9 | 52.5 | 85 | 61 | 75 | 44.8 | 5.6 | 134.3 | -- S |
| 3/14/2021 | 0.06 | 0.00 | 247 | 9.6 | 58.5 | 47.2 | 50.6 | 85 | 62 | 77 | 43.5 | 3.2 | 77.6 | -- S |
| 3/15/2021 | 0.11 | 0.10 | 417 | 8.4 | 55.1 | 40.1 | 47.5 | 100 | 51 | 75 | 40.0 | 6.5 | 156.8 | -- S |
| 3/16/2021 | 0.14 | 0.00 | 546 R | 7.8 | 62.5 | 33.7 | 47.3 | 98 | 43 | 70 | 38.0 | 3.6 | 86.5 | -- S |
| 3/17/2021 | 0.12 | 0.00 | 474 | 8.8 | 63.7 | 32.6 | 47.2 | 100 | 47 | 79 | 41.1 | 2.7 | 64.2 | -- S |
| 3/18/2021 | 0.15 | 0.00 | 514 | 10.2 | 70.2 | 44.2 | 54.2 | 98 | 35 | 71 | 45.2 | 3.1 | 74.0 | -- S |
| 3/19/2021 | 0.11 | 0.01 | 380 | 12.4 | 71.4 | 41.2 | 55.0 | 100 | 55 | 84 | 50.3 | 3.7 | 88.4 | -- S |
| 3/20/2021 | 0.18 | 0.00 | 565 R | 8.7 | 66.9 | 42.9 | 53.9 | 97 | 27 | 62 | 41.0 | 5.7 | 137.2 | -- S |
| 3/21/2021 | 0.18 | 0.00 | 571 R | 7.5 | 67.7 | 36.1 | 52.3 | 92 | 27 | 56 | 37.3 | 5.6 | 135.0 | -- S |
| 3/22/2021 | 0.16 | 0.00 | 561 | 9.4 | 66.5 | 35.4 | 51.4 | 97 | 47 | 73 | 42.9 | 5.1 | 121.7 | -- S |
| 3/23/2021 | 0.18 | 0.00 | 555 | 8.8 | 68.5 | 40.0 | 54.4 | 90 | 35 | 61 | 41.3 | 6.4 | 153.4 | -- S |
| 3/24/2021 | 0.17 | 0.00 | 576 R | 6.5 | 72.7 | 31.9 | 50.9 | 95 | 16 | 51 | 33.4 | 3.3 | 78.7 | -- S |
| 3/25/2021 | 0.06 | 0.03 | 246 | 9.3 | 59.0 | 40.5 | 49.9 | 91 | 58 | 76 | 42.7 | 4.8 | 115.7 | -- S |
| 3/26/2021 | 0.16 | 0.00 | 574 | 9.1 | 68.5 | 35.2 | 51.7 | 97 | 45 | 70 | 42.2 | 3.5 | 84.2 | -- S |
| 3/27/2021 | 0.19 | 0.00 | 601 R | 7.9 | 80.5 | 32.7 | 54.8 | 99 | 14 | 54 | 38.5 | 3.2 | 77.8 | -- S |
| 3/28/2021 | 0.20 R | 0.00 | 604 R | 8.9 | 85.4 | 34.2 | 57.0 | 96 | 16 | 56 | 41.4 | 3.1 | 73.6 | -- S |
| 3/29/2021 | 0.16 | 0.00 | 564 | 10.8 | 73.4 | 40.9 | 52.8 | 100 | 49 | 79 | 46.7 | 4.2 | 101.5 | -- S |
| 3/30/2021 | 0.18 | 0.00 | 593 R | 9.9 | 79.5 | 40.0 | 57.2 | 100 | 27 | 62 | 44.3 | 3.0 | 71.0 | -- S |
| 3/31/2021 | 0.21 | 0.00 | 624 R | 6.9 | 86.5 | 36.9 | 60.6 | 97 | 8 | 38 | 35.2 | 3.0 | 71.7 | -- S |
| Totls/Avg | 4.12 | 0.92 | 489 | 8.7 | 67.3 | 36.6 | 50.7 | 96 | 40 | 69 | 40.4 | 3.8 | 92.0 | -- |

| 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 |



CENTRAL COAST WATER AUTHORITY
MEMORANDUM

TO: Ray Stokes, Executive Director
Lisa Long, Controller

FROM: Julie Baker

SUBJECT: Monthly Water Deliveries

April 7, 2021

According to the CCWA revenue meters at each turnout, the following deliveries were made during the month of March, 2021:

| <u>Project Participant</u> | <u>Delivery Amount (acre-feet)</u> |
|-----------------------------|------------------------------------|
| Chorro | 155.96 |
| López..... | 73.99 |
| Shandon..... | 0.00 |
| Guadalupe..... | 0.88 |
| Santa Maria..... | 361.08 |
| Golden State Water Co. | 0.00 |
| Vandenberg..... | 204.90 |
| Buellton | 14.63 |
| Solvang | 47.33 |
| Santa Ynez ID#1 | 0.00 |
| Bradbury..... | 0.00 |
| TOTAL | 858.77 |

In order to reconcile these deliveries with the DWR revenue meter, which read 880 acre-feet, the following delivery amounts should be used for billing purposes:

| <u>Project Participant</u> | <u>Delivery Amount (acre-feet)</u> |
|-----------------------------|------------------------------------|
| Chorro | 160 |
| López | 76 |
| Shandon..... | 0 |
| Guadalupe..... | 1 |
| Santa Maria | 360* |
| Golden State Water Co | 10* |
| Vandenberg | 210 |
| Buellton | 15 |
| Solvang | 48 |
| Santa Ynez ID#1 | 0 |
| Bradbury | 0 |
| TOTAL | 880 |

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

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

The exchange water is allocated as follows

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

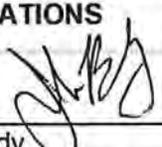
Bradbury Deliveries into Lake Cachuma are allocated as follows:

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

JAB

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

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



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

NOTICE TO STATE WATER PROJECT CONTRACTORS**Date:** 3/23/2021**Number:** 21-06**Subject:** 2021 State Water Project Allocation Decrease – 5 Percent**From:** 
Ted Craddock
Deputy Director, State Water Project
Department of Water Resources

Due to the persistent dry conditions, the Department of Water Resources (DWR) is decreasing the allocation of 2021 State Water Project (SWP) water for long-term contractors from 422,848 acre-feet to 210,266 acre-feet. Based on the recent low amount of precipitation and runoff, and an assessment of overall water supply conditions, SWP supplies are projected to be 5 percent of most SWP contractors' 2021 requested Table A amounts, which totals 4,172,786 AF. Attached is the revised 2021 SWP 5 percent allocation table.

This allocation is made consistent with the long-term water supply contracts and public policy. DWR's approval considered several factors including existing storage in SWP conservation reservoirs, SWP operational constraints such as the conditions of the 2019 Biological Opinions for federally listed species, the 2020 Incidental Take Permit for State listed species and the 2021 SWP contractors' demands. DWR may revise this and any subsequent allocations if warranted by the developing hydrologic and water supply conditions.

To develop the 5 percent schedule, DWR will scale down the current long-term SWP contractors' 15 percent schedules that were submitted in October 2020 (as part of the initial requests), unless SWP contractors submit updated schedules. DWR will send the approved monthly water delivery schedules to the long-term SWP contractors.

If you have any questions or need additional information, please contact John Leahigh, Water Operations Executive Manager, at (916) 651-2447.

Attachment

2021 STATE WATER PROJECT ALLOCATION
(ACRE-FEET)

| SWP CONTRACTORS | TABLE A | INITIAL REQUEST | APPROVED ALLOCATION | PERCENT INITIAL REQUEST APPROVED (3)/(2) (4) |
|-----------------------------------|------------------|--------------------|------------------------|-----------------------------------------------------------------|
| | (1) | (2) | (3) | (4) |
| <u>FEATHER RIVER</u> | | | | |
| County of Butte | 27,500 | 27,500 | 3,000 | 11% |
| Plumas County FC&WCD | 2,700 | 2,700 | 135 | 5% |
| City of Yuba City | 9,600 | 9,600 | 480 | 5% |
| Subtotal | 39,800 | 39,800 | 3,615 | |
| <u>NORTH BAY</u> | | | | |
| Napa County FC&WCD | 29,025 | 29,025 | 1,451 | 5% |
| Solano County WA | 47,756 | 47,756 | 2,388 | 5% |
| Subtotal | 76,781 | 76,781 | 3,839 | |
| <u>SOUTH BAY</u> | | | | |
| Alameda County FC&WCD, Zone 7 | 80,619 | 80,619 | 4,031 | 5% |
| Alameda County WD | 42,000 | 42,000 | 2,100 | 5% |
| Santa Clara Valley WD | 100,000 | 100,000 | 5,000 | 5% |
| Subtotal | 222,619 | 222,619 | 11,131 | |
| <u>SAN JOAQUIN VALLEY</u> | | | | |
| Oak Flat WD | 5,700 | 5,700 | 285 | 5% |
| County of Kings | 9,305 | 9,305 | 465 | 5% |
| Dudley Ridge WD | 41,350 | 41,350 | 2,068 | 5% |
| Empire West Side ID | 3,000 | 3,000 | 150 | 5% |
| Kern County WA | 982,730 | 982,730 | 49,137 | 5% |
| Tulare Lake Basin WSD | 87,471 | 87,471 | 4,374 | 5% |
| Subtotal | 1,129,556 | 1,129,556 | 56,479 | |
| <u>CENTRAL COASTAL</u> | | | | |
| San Luis Obispo County FC&WCD | 25,000 | 25,000 | 1,250 | 5% |
| Santa Barbara County FC&WCD | 45,486 | 45,486 | 2,274 | 5% |
| Subtotal | 70,486 | 70,486 | 3,524 | |
| <u>SOUTHERN CALIFORNIA</u> | | | | |
| Antelope Valley-East Kern WA | 144,844 | 144,844 | 7,242 | 5% |
| Santa Clarita Valley WA | 95,200 | 95,200 | 4,760 | 5% |
| Coachella Valley WD | 138,350 | 138,350 | 6,918 | 5% |
| Crestline-Lake Arrowhead WA | 5,800 | 5,800 | 290 | 5% |
| Desert WA | 55,750 | 55,750 | 2,788 | 5% |
| Littlerock Creek ID | 2,300 | 2,300 | 115 | 5% |
| Metropolitan WDSC | 1,911,500 | 1,911,500 | 95,575 | 5% |
| Mojave WA | 89,800 | 89,800 | 4,490 | 5% |
| Palmdale WD | 21,300 | 21,300 | 1,065 | 5% |
| San Bernardino Valley MWD | 102,600 | 102,600 | 5,130 | 5% |
| San Gabriel Valley MWD | 28,800 | 28,800 | 1,440 | 5% |
| San Geronio Pass WA | 17,300 | 17,300 | 865 | 5% |
| Ventura County WPD | 20,000 | 20,000 | 1,000 | 5% |
| Subtotal | 2,633,544 | 2,633,544 | 131,678 | |
| TOTAL | 4,172,786 | 4,172,786 | 210,266 | |

Certificate Of Completion

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DWR SWPAO Executive Secretary

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Location: DocuSign

Signer Events

Ted Craddock

Ted.Craddock@water.ca.gov

Deputy Director, State Water Project

Department of Water Resources

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Uploaded Signature Image

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DWR SWPAO Executive Secretary

swpaoexecsecr@water.ca.gov

Department of Water Resources

Security Level: Email, Account Authentication
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Olivia Virgadamo

olivia.virgadamo@water.ca.gov

Supervising Engineer

Department of Water Resources

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Carbon Copy Events

Tasmin Eusuff
Tasmin.Eusuff@water.ca.gov
Department of Water Resources
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Witness Events

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Security Checked
Security Checked
Security Checked

Timestamps

3/23/2021 2:08:04 PM
3/23/2021 2:43:03 PM
3/23/2021 2:43:39 PM
3/23/2021 2:43:41 PM

Payment Events

Status

Timestamps



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

will be held at 9:00 a.m., on Thursday, March 25, 2021
via URL: <https://meetings.ringcentral.com/j/1481592089>
or via telephone by dialing 1(623) 404-9000 and entering code 148-159-2089#

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

San Luis Obispo
Pintaria Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

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

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

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

I. Call to Order and Roll Call

II. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
Agenda item 2, the Closed Session, is anticipated to take 45 minutes. The remainder of the Meeting will start no sooner than 9:45 am.

III. Return to Open Session – Estimated time 9:45 AM

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

V. Consent Calendar – For Approval

- * A. Minutes of the January 28, 2021 Regular Meeting
- * B. Minutes of the February 17, 2020 Special Meeting
- * C. Bills
- * D. Controller's Report
- * E. Operations Report

VI. Executive Director's Report

- A. Water Supply Situation Report – *Update Only*
- * B. Santa Barbara County Flood Control and Water Conservation District Approval of Amendment No. 20, the Contract Extension Amendment to the State Water Project Contract – *Update Only*

* Indicates attachment of document to original agenda packet.

* The Continuing Disclosure Report and Preliminary Budget have been included for Board members only with this mailing. The Preliminary Budget and Continuing Disclosure Report documents are available on-line at www.ccwa.com, or by contacting Lisa Watkins at lfw@ccwa.com to request a hard copy.

Continued

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

- * C. Amendment No. 21: Water Management Amendment to the State Water Project Contract - *Request for Direction*
 - ★ * D. CCWA FY 2021/22 Preliminary Budget – *For Information Only*
 - ★ * E. FY 2019/20 Continuing Disclosure Annual Report – *Request for Ratification*
- VII. Reports from Board Members for Information Only**
- * A. City of Santa Barbara Appointment of Eric Friedman as Board Member and Kristen Sneddon as Board Alternate
- VIII. Items for Next Regular Meeting Agenda**
- A. CCWA FY 21/22 Budget
- IX. Date of Next Regular Meeting: April 22, 2021**
- X. Adjournment**



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

will be held at 11:00 a.m., on Wednesday, April 14, 2021
via URL: <https://meetings.ringcentral.com/j/1467815746>
or via telephone by dialing 1(623) 404-9000 and entering code 146 781 5746#

AMENDED AGENDA

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.

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I. Call to Order and Roll Call

II. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
Agenda item 2, the Closed Session, is anticipated to take 45 minutes. The remainder of the Meeting will start no sooner than 11:45 am.

III. Return to Open Session – Estimated time 11:45 AM

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

V. Executive Director's Report

* A. *Request for Direction re. Amendment No. 21: Water Management Amendment to the State Water Project Contract**

VI. Reports from Board Members for Information Only

VII. Items for Next Regular Meeting Agenda

A. CCWA FY 21/22 Budget

VIII. Date of Next Regular Meeting: April 22, 2021

IX. Adjournment

* Indicates attachment of document to original agenda packet.

Eric Friedman
Chairman

Ed Andrisek
Vice Chairman

Ray A. Stokes
Executive Director

Brownstein Hyatt
Farber Schreck
General Counsel

Member Agencies

City of Buellton

San Luis Obispo 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



**A SPECIAL JOINT MEETING OF THE OPERATING COMMITTEE
of the
CENTRAL COAST WATER AUTHORITY
and
SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT STATE WATER SUBCONTRACTORS ADVISORY
COMMITTEE**



will be held at 9:00 a.m. on Thursday, April 8, 2021
via URL: <https://meetings.ringcentral.com/j/1448380828>
or via telephone by dialing 1(623) 404-9000 and entering code 144 838 0828#

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 Committees will participate in this meeting by video call or telephone.

Public Comment on agenda items may occur via video call or telephonically, or by submission to the CCWA 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.

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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 Committee 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 Committees relating to any matter within the Committees' jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)**
- III. Minutes of the January 14, 2021 Special Joint Meeting of the CCWA Operating Committee and San Luis Obispo County Flood Control and Water Conservation District State Water Subcontractors Advisory Committee Meeting**
- IV. Water Management Strategies Study Stakeholder Presentation and Needs Analysis to Maximize State Water Supplies in Santa Barbara and San Luis Obispo Counties**
- V. Date of Next Meeting:
To be determined**
- VI. Adjournment**

* Indicates attachment of document to agenda packet

MINUTES OF THE

SPECIAL JOINT MEETING OF THE CENTRAL COAST WATER AUTHORITY OPERATING COMMITTEE and SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STATE WATER SUBCONTRACTORS ADVISORY COMMITTEE

January 14, 2021

The meeting was conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Order, N-29-20, temporarily suspending portions of the Brown Act to implement social distancing in response to the COVID-19 pandemic. Committee members participated in this meeting by video call or telephone. Public Comment on agenda items also occurred telephonically.

Ms. Lisa Watkins, Board Secretary, confirmed that all Committee members could hear each other, had received a copy of the meeting agenda, and could hear the proceedings.

I. **Call to Order and Roll Call**

Mr. Garcia, CCWA Operating Committee Chair, called the January 14, 2021, Joint meeting of the Central Coast Water Authority Operating Committee and San Luis Obispo County Flood Control and Water Conservation District State Water Subcontractors Advisory Committee meeting held at 255 Industrial Way, Buellton, California, to order at 10:50 AM.

Ms. Courtney Howard of San Luis Obispo County Flood Control and Water Conservation District called role for attendees of the SLOCFC&WCD State Water Subcontractors Advisory Committee.

Operating Committee members present:

| | | |
|------------------|---|----------------------------------------------------|
| Paeter Garcia | - | Santa Ynez River Water Conservation District, ID#1 |
| Ryan Drake | - | Goleta Water District |
| Robert McDonald | - | Carpinteria Valley Water District |
| Shad Springer | - | City of Santa Maria |
| Shannon Sweeney | - | City of Guadalupe |
| Catherine Taylor | - | City of Santa Barbara |
| Nick Turner | - | Montecito Water District |

Matt Van der Linden, Advisory Member for the City of Solvang was also present.

II. **Public Comment**

There was no public comment.

III. Executive Director's Report

- A. Water Management Strategies Study Stakeholder Presentation and Needs Analysis to Maximize State Water Supplies in Santa Barbara and San Luis Obispo Counties

Ray Stokes, CCWA Executive Director, provided a brief background of the project, approved by the CCWA Board and being conducted in cooperation with San Luis Obispo County Flood Control and Water Conservation District.

Mr. Jim Beck of Provost & Pritchard Consulting provided an updated presentation on the results of the needs assessment survey previously distributed to stakeholders, noting that not all participants had yet responded to the survey and requesting additional feedback.

Mr. Terry Erlewine of Provost and Pritchard provided information on the Selection Criteria for the study, and requested feedback. He then reviewed the regional water management capabilities, including historical water supply availability, and water management strategy alternatives, i.e. transfers, purchases and exchanges. Banking management strategy was also reviewed, including consideration of hypothetical loss.

Mr. Beck pointed out that as California's water situation becomes more severe, it may be necessary for water managers to no longer rely on methods for accessing additional water supplies that have been used historically.

Next steps for the project, including refining the needs assessment and selection criteria as well as developing rules related to capacity, were reviewed.

IV. Reports from Committee Members for Information Only

There were no reports from the Committee members.

V. Date of Next Regular Meeting:

April 8, 2021 is the date of the next Joint meeting.

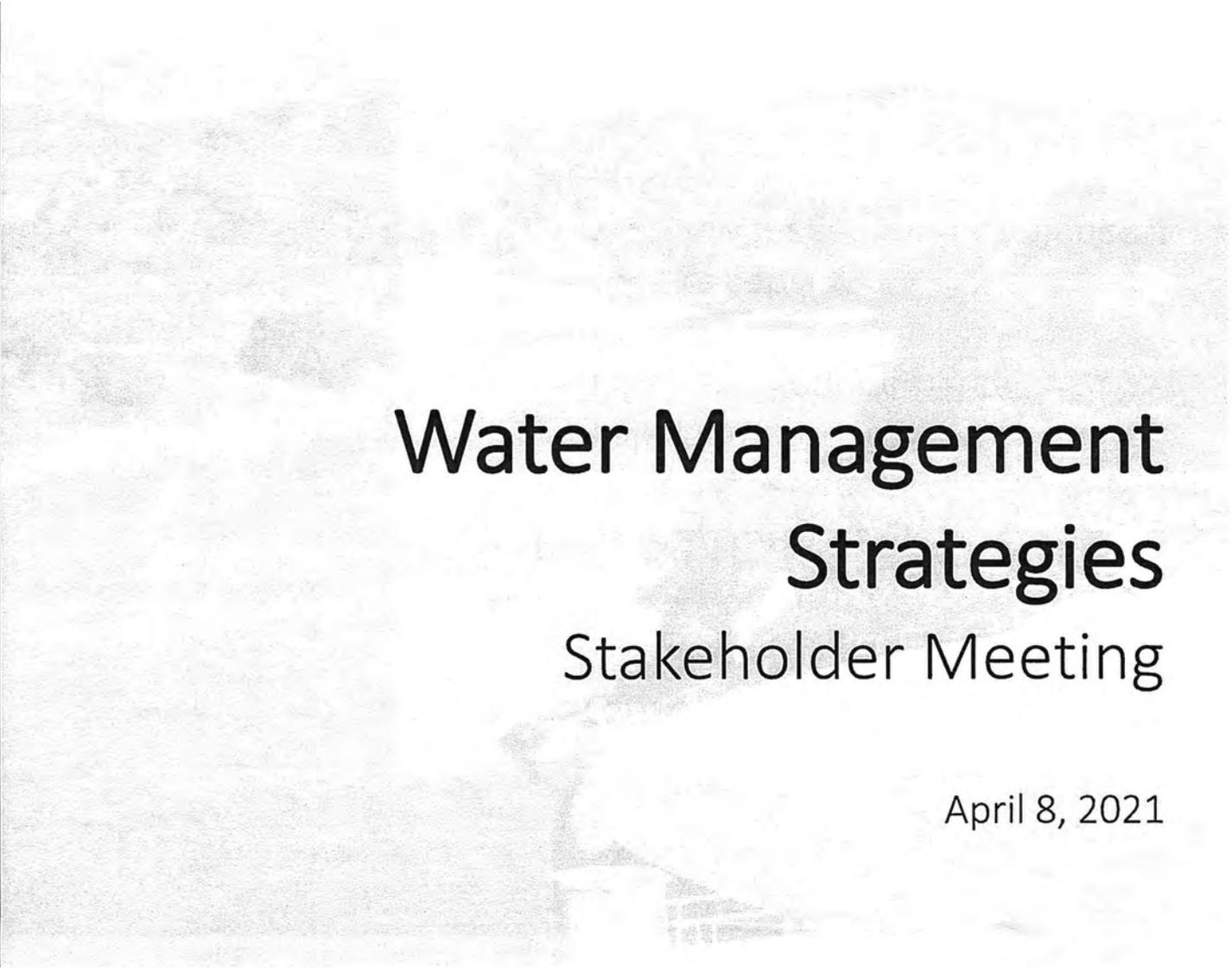
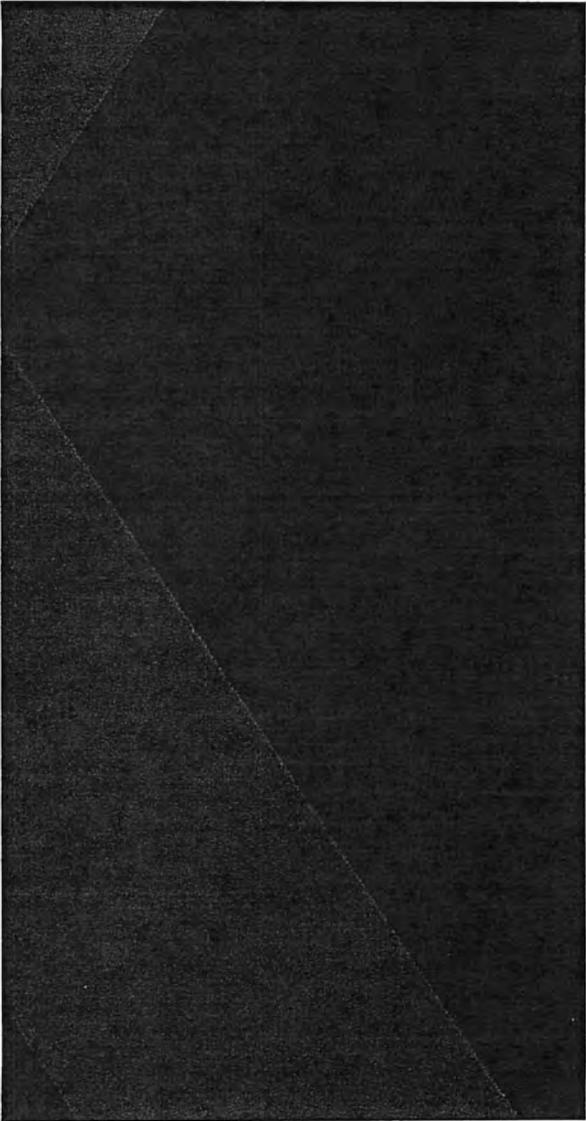
VI. Adjournment

The meeting was adjourned at 12:14 PM.

Respectfully submitted,

Elizabeth F. Watkins
Secretary to the Board

/lfw



Water Management Strategies

Stakeholder Meeting

April 8, 2021

Agenda

- Purpose and Goals
- Schedule
- Document Outline
- Progress Updates
 - Needs Assessment
 - Selection Criteria
 - Rules and Requirements
 - Capacity
 - SWP Capability
 - Water Management Components
- Next Steps

Purpose and Goal

To develop water management strategies to maximize yield of the State Water Project for San Luis Obispo and Santa Barbara counties through an iterative process of stakeholder engagement.

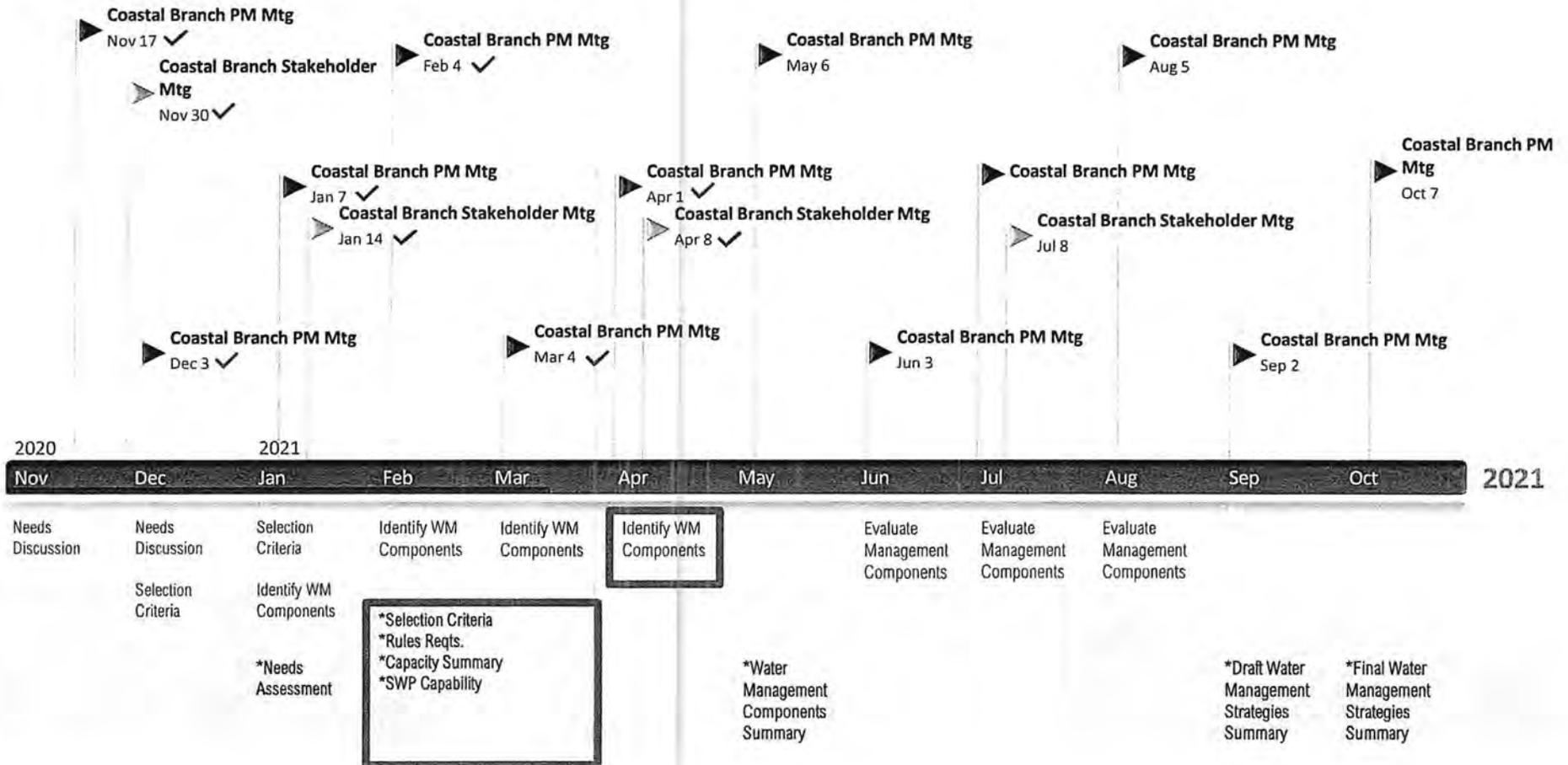


Water Management Strategies Schedule

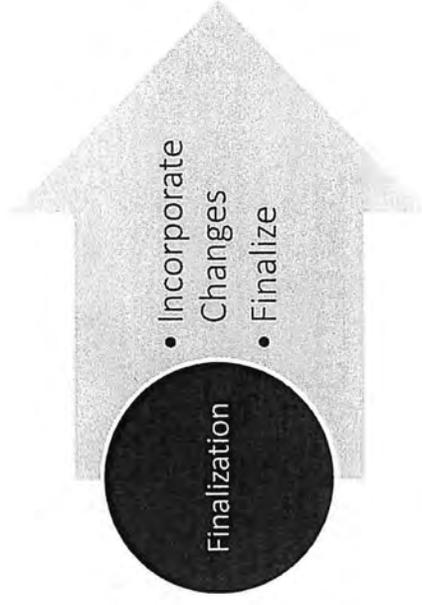
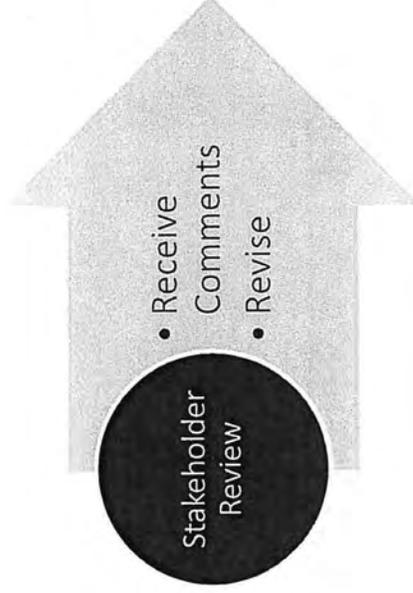
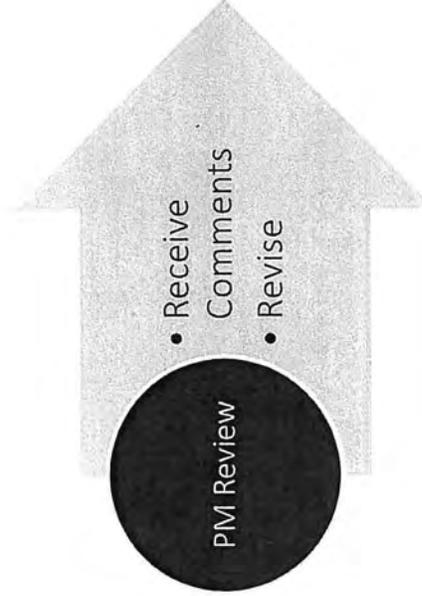
MEETING

AGENDA

DELIVERABLE



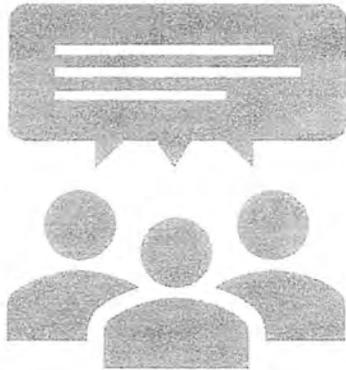
Review Process



Section Key

Status:

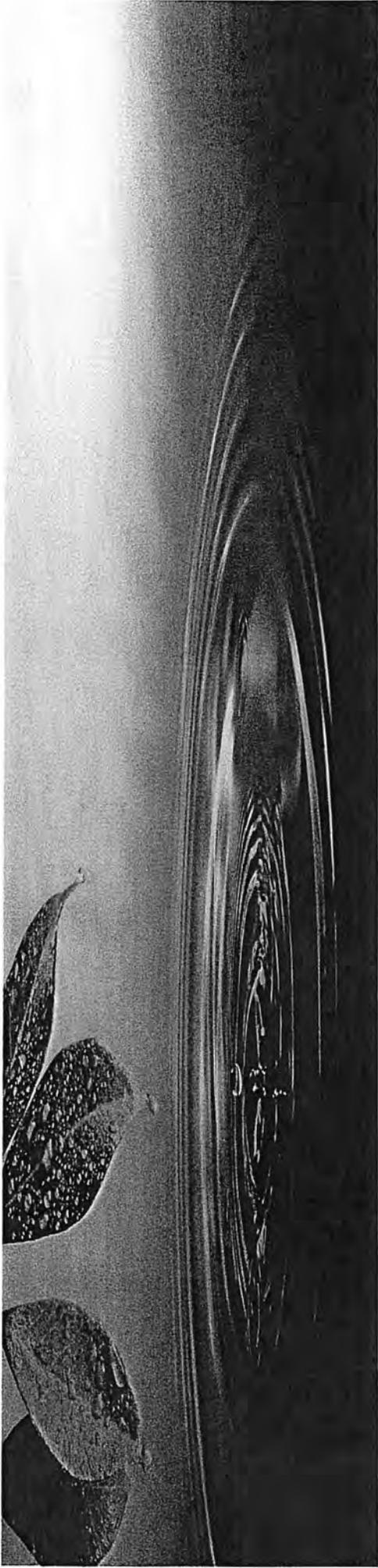
Review and Comment In Progress



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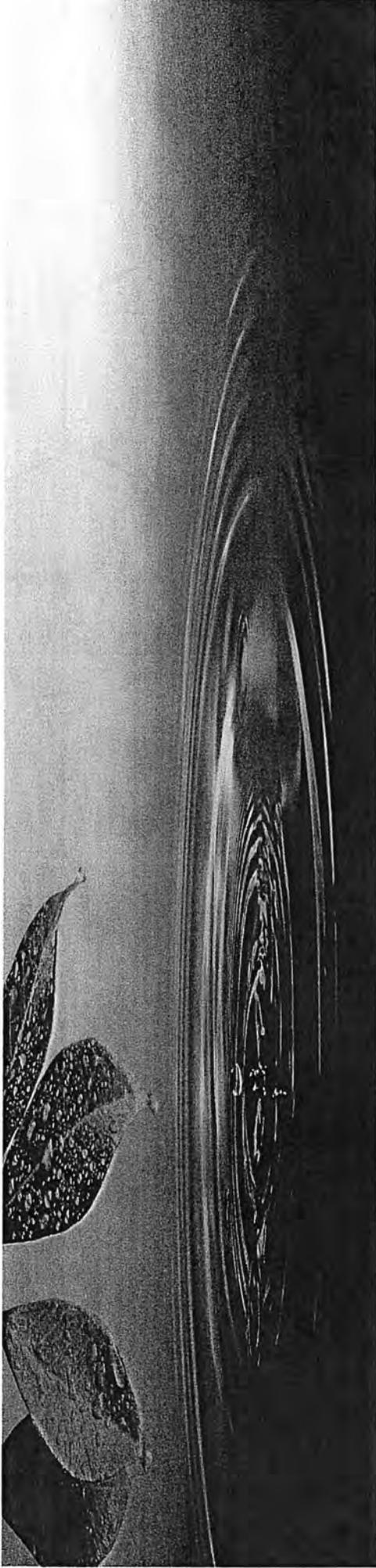
Reviewed and Approved





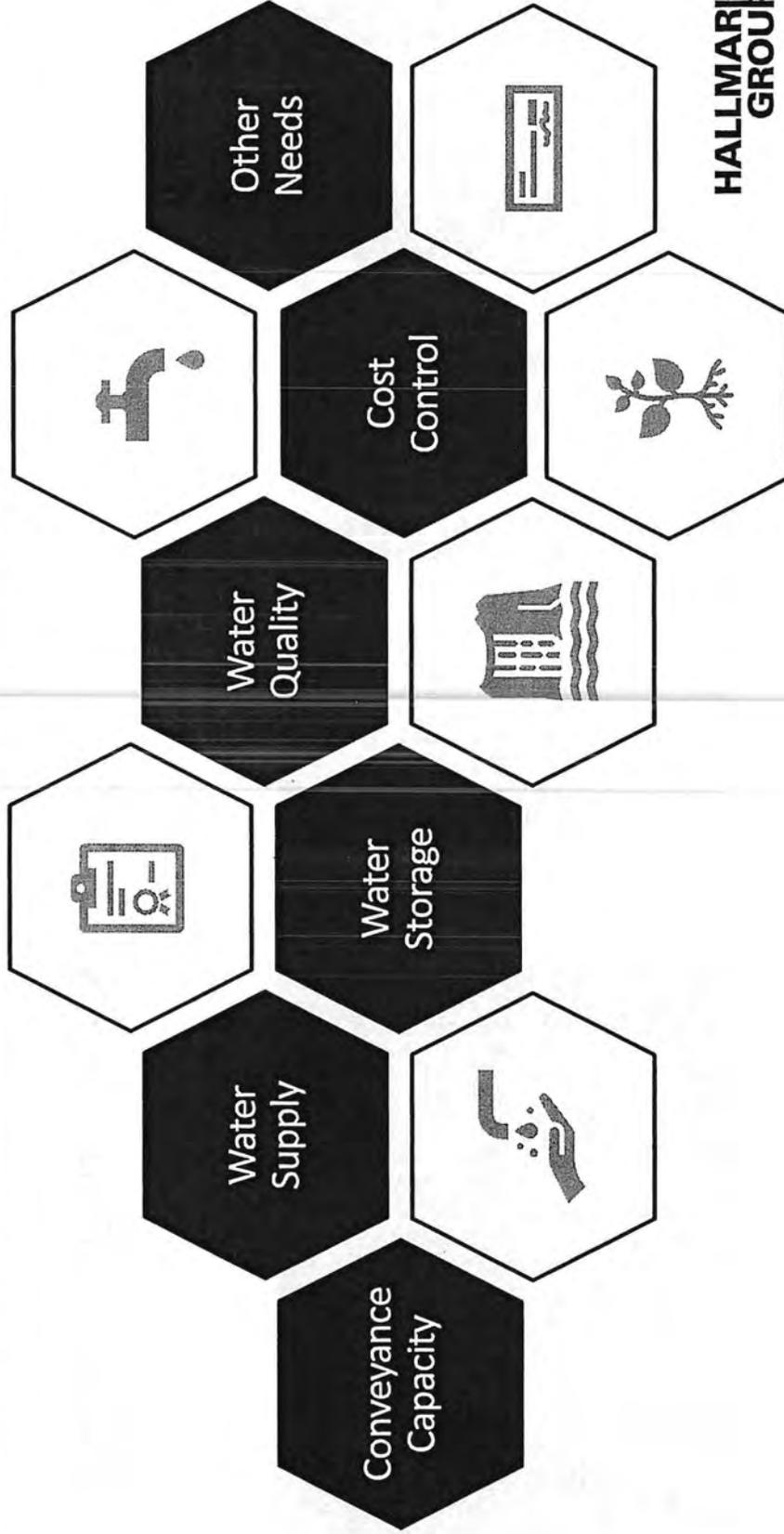
✓ DOCUMENT OUTLINE

1. Purpose
2. Executive Summary
3. Background
4. Needs Assessment
 - a. Intro
 - b. Geographical
 - c. Other Considerations
5. Rules and Requirements
 - a. Intro
 - b. State Water Project (SWP)
 - c. State Water Resources Control Board (SWRCB)
 - d. Environmental Permitting
 - e. Groundwater Basin Constraints
6. Conveyance Capacity
 - a. Intro
 - b. Local
 - i. Coastal Branch
 - c. State
 - i. Aqueduct
 - d. Qualitative Description
 - i. Chorro Pipeline
 - ii. Lopez Pipeline
 - iii. Lake Nacimiento
 1. Reservoir
 2. Pipeline
 - iv. Lake Cachuma
 1. Reservoir
 2. Tunnel
 - v. Santa Ynez/Edna Valley
 - vi. Salinas Pipeline
 - vii. Santa Margherita Lake
7. State Water Project Supply Capability
8. Selection Criteria
 - a. Water Supply and Reliability
 - b. Water Quality
 - c. Ability to Permit
 - d. Cost
 - e. Proximity
 - f. Equity
 - g. Reliability
9. Water Management Components
 - a. Intro
 - b. Physical
 - i. Bank
 - ii. Potential for new features
 - c. Operational
 - i. Transfers
 - ii. Exchanges
10. Evaluation of Management Components
 - a. Approach to Component Analysis
 - b. Component Group A
 - i. Features
 - ii. Summary
 - c. Component Group B
 - d. Etc.
11. Recommendations



✓ NEEDS ASSESSMENT

Categories of Need



Regions Review

Central Coast Water Authority

North County

- City of Santa Maria
- Golden State Water Company
- City of Guadalupe

Mid County

- City of Buellton
- Santa Ynez RWCD, Improvement District #1
- City of Solvang
- Vandenberg Air Force Base

South Coast

- Goleta Water District
- City of Santa Barbara
- Montecito Water District
- Carpinteria Valley Water District
- La Cumbre Mutual Water Company

San Luis Obispo County Flood Control and Water Conservation District

North SLO

- County of SLO C.S.A. No. 16, I.D. #1 (Shandon)

Central SLO

- California Men's Colony (State)
- County of SLO (Op Center & Reg. Park)
- City of Morro Bay
- SLO Co. Comm. Coll. District (Cuesta College)

South SLO

- Avila Beach Community Services District
- Avila Valley Mutual Water Company, Inc
- Oceano Community Services District
- City of Pismo Beach
- San Luis Coastal Unified School District
- San Miguelito Mutual Water Co.

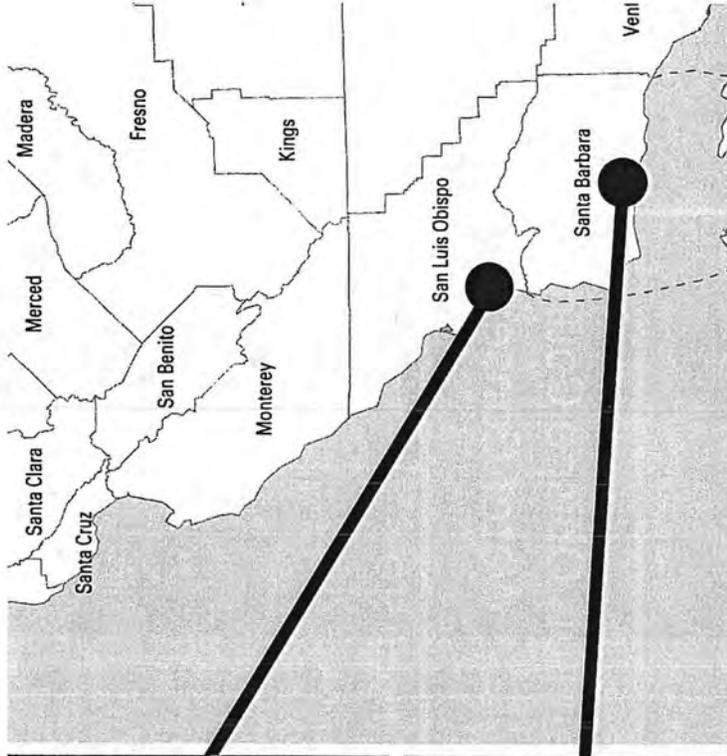
Regional Needs Findings

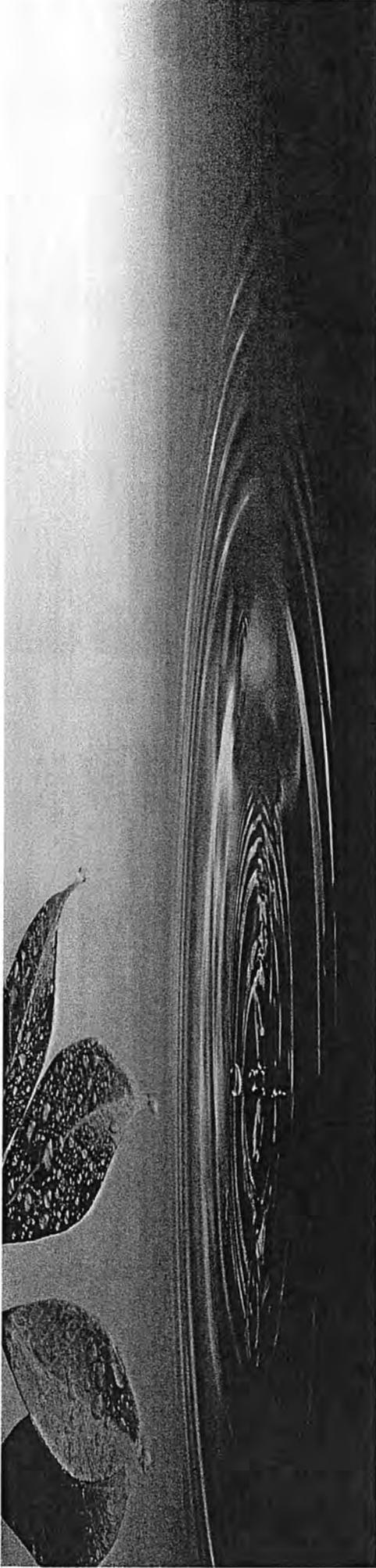
San Luis Obispo County Flood Control and Water Conservation District

- North SLO cost control for SWP supplies
- Central and Southern SLO cost control and dry year need

Central Coast Water Authority

- Cost control and affordability
- Northern need for SWP water quality
- Mid County and South Coast supply need during dry years





✓ SELECTION CRITERIA

Regional Objectives

Water Supply

Groundwater Monitoring and Management

Ecosystem and Watershed Goal

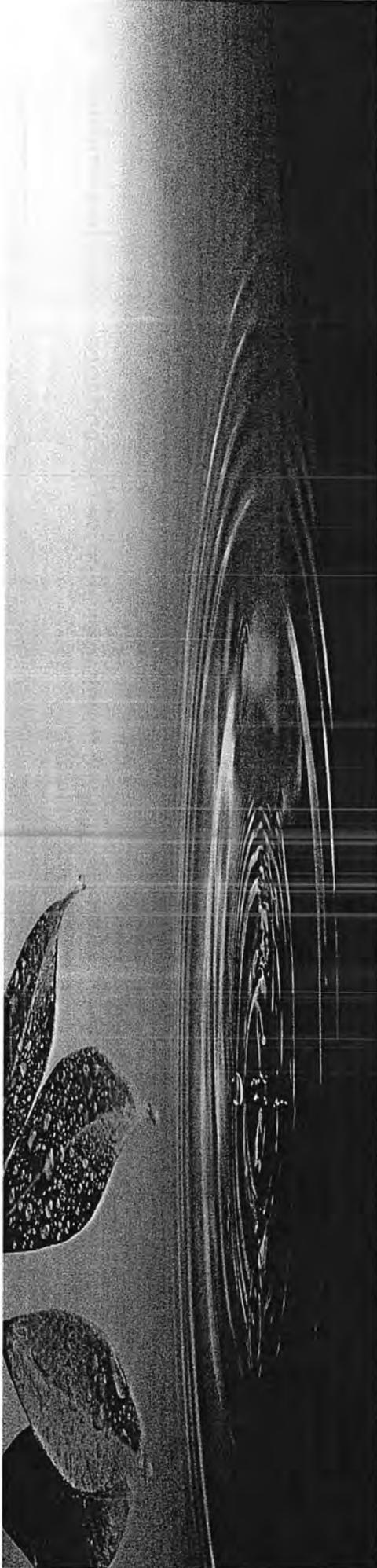
Flood Management

Water Resources Management and Communications

Selection Criteria

To best determine if a management measure should be implemented

| Criteria | Measure | Considerations |
|-------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Water Supply | acre-feet cubic feet per second | Does the amount of volume or flow satisfy the participant need under a particular condition? |
| Water Quality | Maximum level and concentration | Is there difference in resulting water supply; how well does water supply meeting water quality needs; are there any negative adverse water quality effects? |
| Ability to Permit | Weeks | How lengthy and difficult would permitting process be? |
| Cost | Dollars | Is it affordable for the short term? Long term? |
| Proximity | Yes or no | Is the measure local or imported? Will it shift supply to a more sustainable/long-term solution? |
| Equity | Yes or no | Do alternatives maintain or improve DAC and tribal access to adequate water supplies? |
| Reliability | More or less | Is the supply cost and availability assured? Focus on moderate or extreme dry years? |



RULES AND REQUIREMENTS

SWP Water Management Options

As of February 28, 2021 or Earlier

- **Water Transfers**
 - Single Year – Provided for in new contract amendment
 - Multiple Year – Require DWR approval subject to Article 15A
 - Permanent – Provided for in Monterey Amendment
- **Water Exchanges**
 - Provided for in Monterey Amendment, criteria subject to new contract amendment criteria
- **Storage within Service Area**
 - No contractual limitations
- **Storage Outside of Service Area**
 - Storage and transfer allowed in same Year
 - Water stored outside of service area can be transferred to another contractor



Water Transfers

- SWP “In-Project” Transfers

Annual – One-year transfers between SWP contractors included in new Water Management Amendment; Non-Signers limited to Turnback Pool

Multiple Year – SWP Contract provided for multiple year transfers among SWP contractors, subject to DWR approval

Permanent – Prior SWP contract amendments provided for permanent transfer of Table A amounts among SWP contractors

- “Outside” Water Transfers

Subject to various water rights and area of use constraints



Water Exchanges

Water provided by one agency in return for some fraction to be returned in future years.

- Typically, multi-year programs that provide **return of some water in dry years** when needs are greater
- SWP contract provides for “bona-fide” exchanges, with **conditions based on SWP allocations**
- Water Exchanges can often be described as **storage programs**
- Transfers can also be developed that **mimic exchange program**

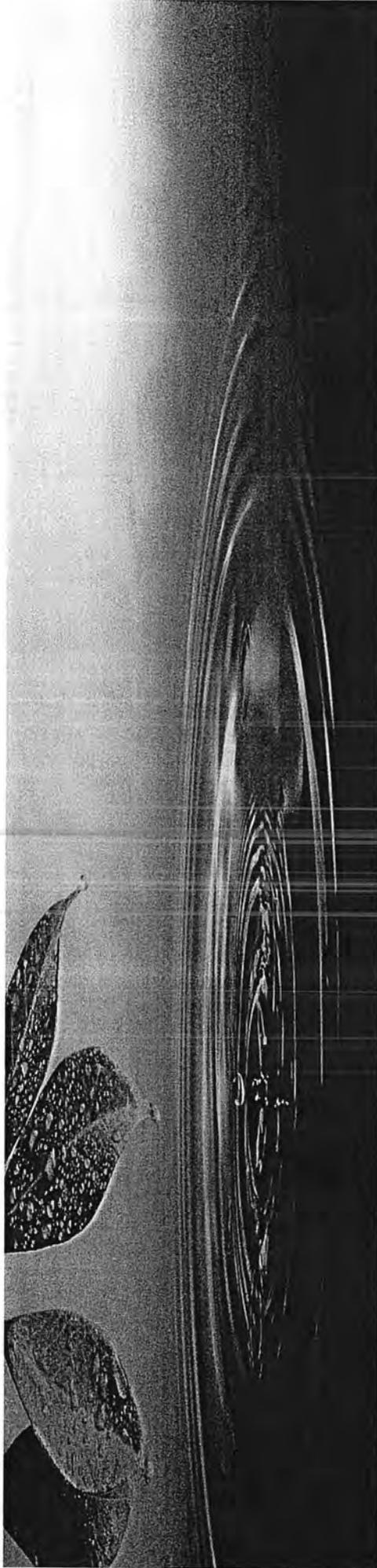


Storage

- No SWP restrictions on water stored within agency's own service for future local use
- SWP contract provisions have conditions for storage outside of SWP contractor's own service area
- Storage allowed in available SWP storage facilities (e.g., San Luis Reservoir) subject to spill
- Storage allowed in other SWP contractors service area subject to SWP contract provision and conditions defined by partners

Other Considerations

- California Environmental Quality Act (CEQA) and other permitting applies to actions
- Santa Barbara and San Luis Obispo Counties must approve transactions as SWP contract holders
- Delta Stewardship Council consistency determination with Delta Plan required on some types of actions
- SWP water rights permit restricts use



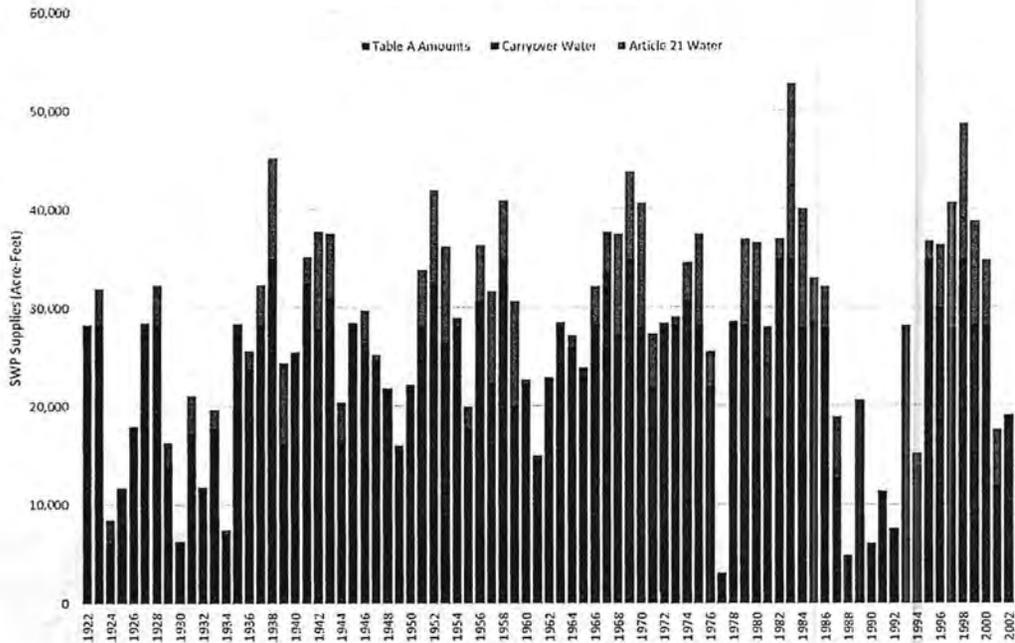
SWP SUPPLY CAPABILITY

Supply Capability Approach

- Use CALSIM-2 operations studies prepared for DWR's 2019 SWP Delivery Capability Report
- CALSIM-2 studies include current Delta regulatory constraints, new CVP Coordinated Operations Agreement and revised Oroville Reservoir carryover policies
- CALSIM-2 includes 1922-2003 period; does not simulate 2010s drought
- CALSIM-2 more indicative of water available as opposed to ability to delivery

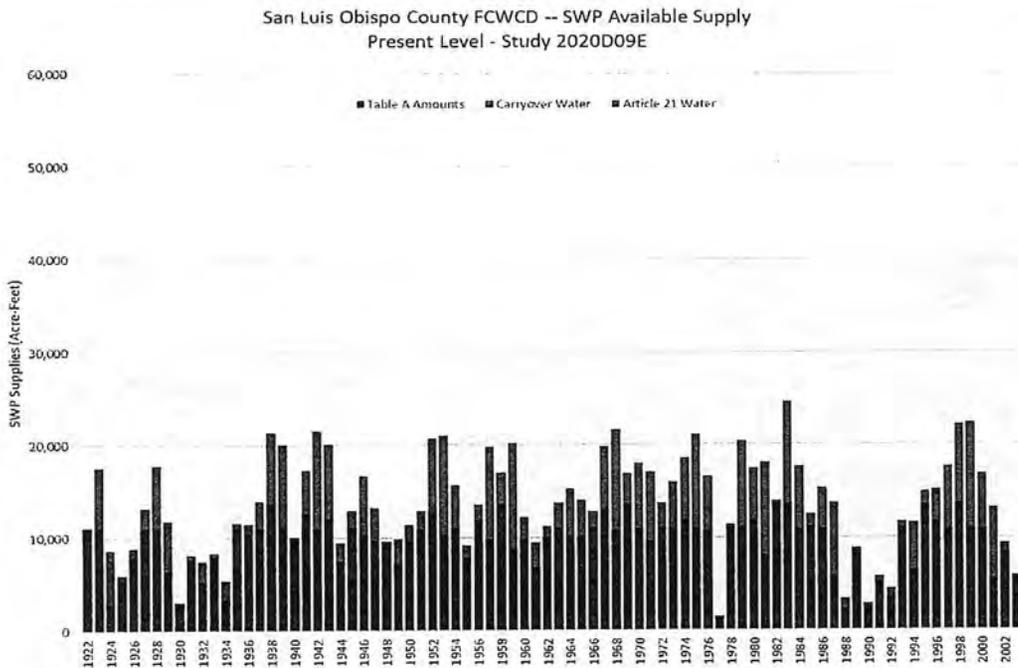
Santa Barbara Coastal Branch Contractors

Santa Barbara County FCWCD -- SWP Available Supply
Present Level - Study 2020D09E

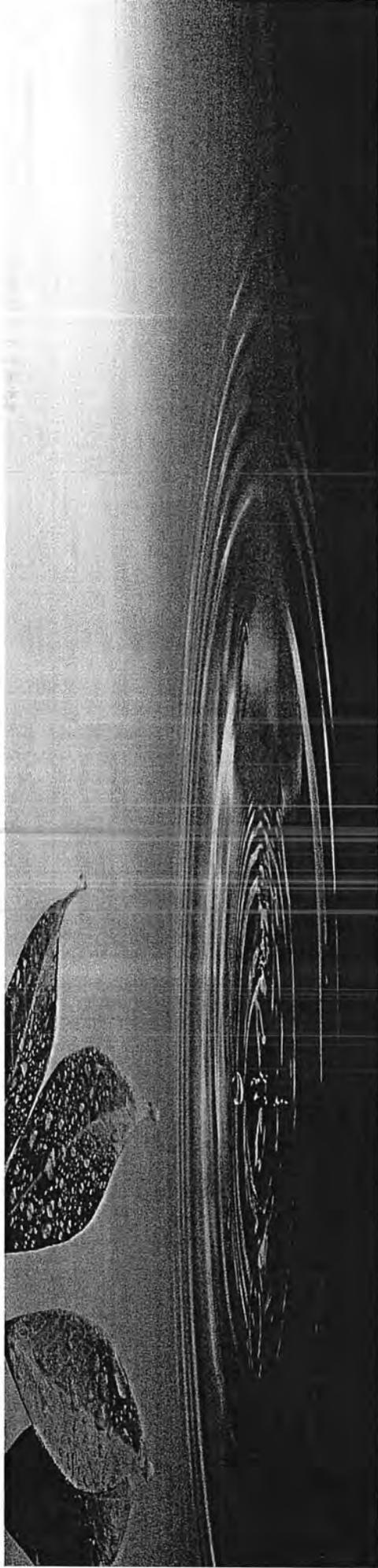


- CALSIM-2 shows SWP average deliveries as 59% of Table A Amounts
- Deliveries limited in droughts – 1930s, 1976-77, early 1990s
- CALSIM-2 carryover water includes assumed Coastal Branch Contractors carry-over in San Luis Reservoir

San Luis Obispo Coastal Branch Contractors



- CALSIM-2 shows SWP average deliveries as 58% of Table A Amounts
- Lower average delivery amount due to lower average year deliveries; more spills of carryover water in San Luis Reservoir

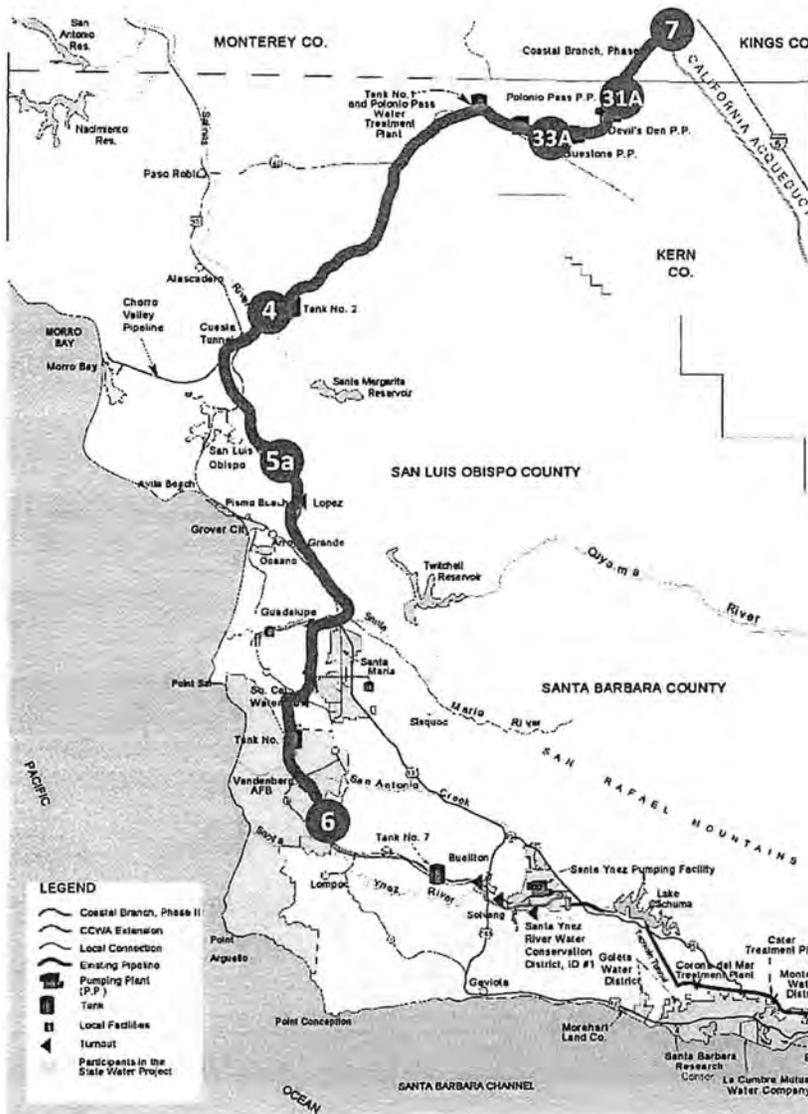


CONVEYANCE CAPACITY

SWP-CCWA Conveyance Facilities

North to South:

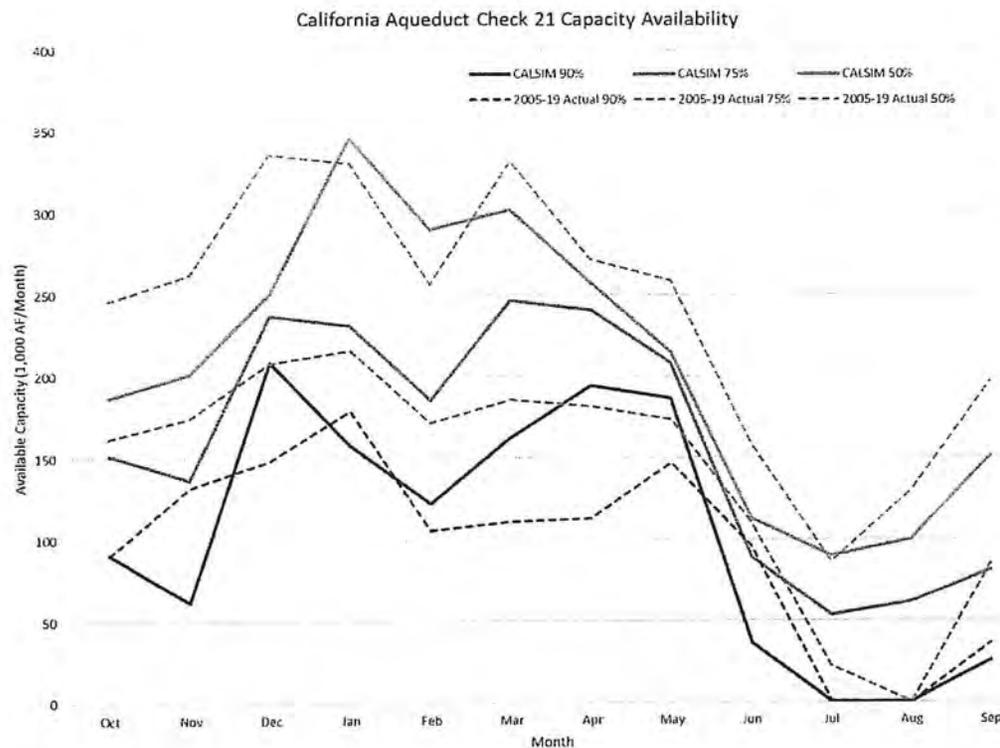
- Reach 7 – SWP California Aqueduct
- Reach 31A – DWR Coastal Branch
- Reach 33A – DWR Coastal Branch
- Reach 4 – CCWA Coastal Branch
- Reach 5A – CCWA Coastal Branch
- Reach 6 – CCWA Coastal Branch



Conveyance Capacity Approach

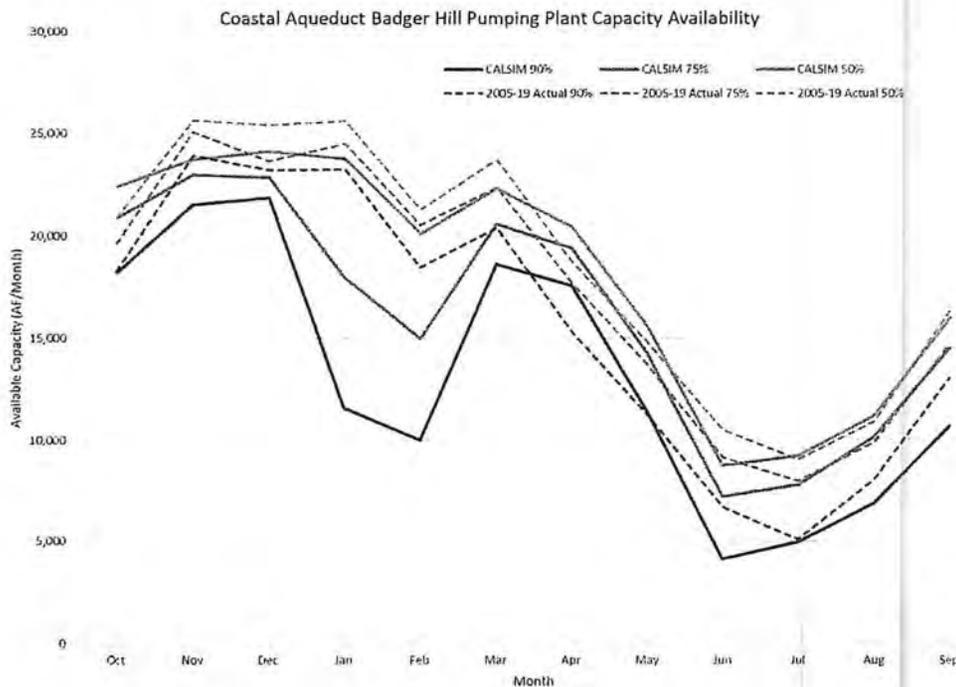
- Identify timing of bottlenecks on SWP and Coastal Branch for 90%, 75%, 50%
- Two complementary analyses
 - Historical: Analyze Coastal Branch 1998-2020 historical and SWP 2005-2019 historical data
 - CALSIM-2: Use projections for 1922-2003 for 2019 SWP DCR
- Different strengths and weaknesses
 - Historical reflects variations in actual operations, but not able to distinguish between regulatory and operational shifts
 - CALSIM-2 reflects regulatory and operational changes but misses fine points of SWP contractor operations

California Aqueduct San Joaquin Valley Reach 7



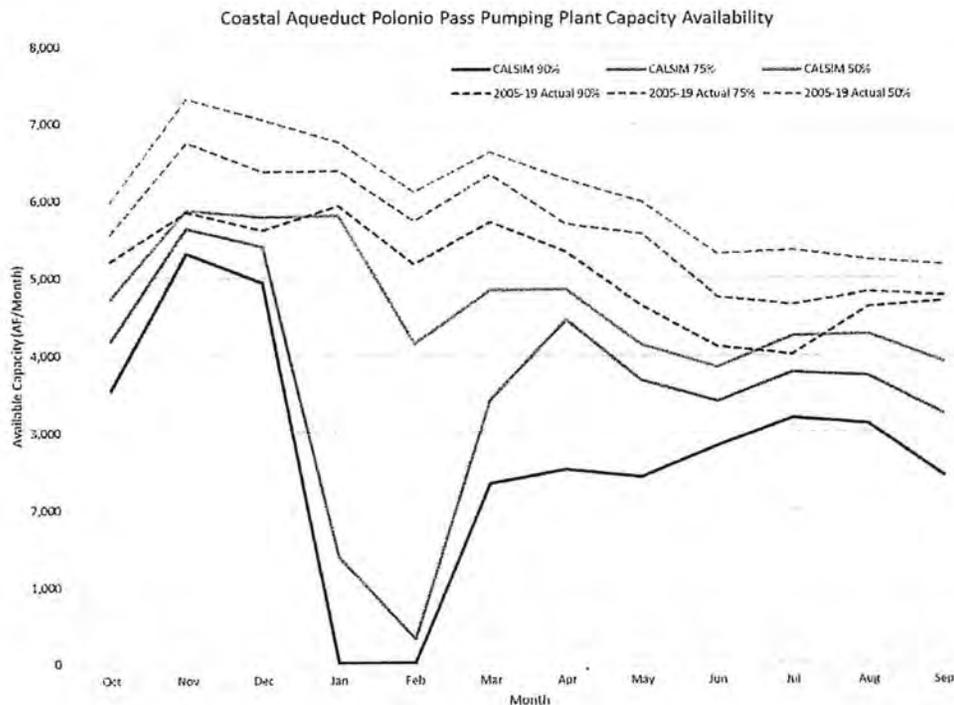
- California Aqueduct Check 21 near Kettleman City
- Aqueduct subject to groundwater subsidence with 2.3 foot freeboard reduction
- Operational capacity reduced from 8,100 cfs to 6,900 cfs
- Serious Peaking (July-August) limitations in high delivery years

SWP Coastal Branch Phase 1 San Joaquin Valley Reach 31a



- Badger Hill Pumping Plant
- 26% Share of Capacity for Coastal Contractors
- 70% Share of Capacity for Kern County
- Peaking (July-August) limitations in high delivery years
- CALSIM and Historical Analyses show similar results

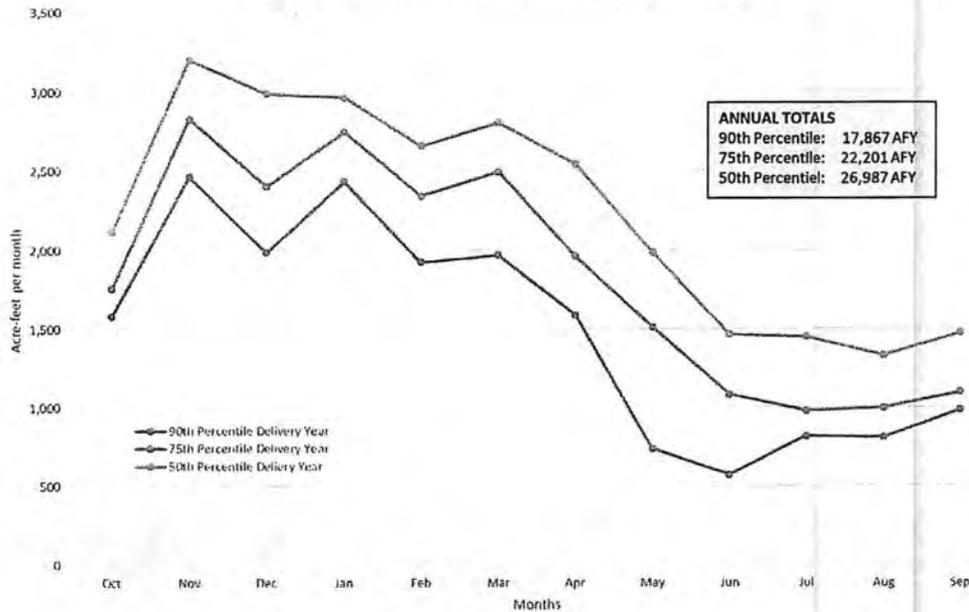
SWP Coastal Branch Phase 2 Polonio Pass Reach 33a



- Polonio Pass Pumping Plant
- 80% Share of Capacity for Coastal Contractors
- 20% Share of Capacity for Energy Efficiency Flexibility
- No limitations based on historical operation
- CALSIM projections show unrealistic January-February limitations; not used

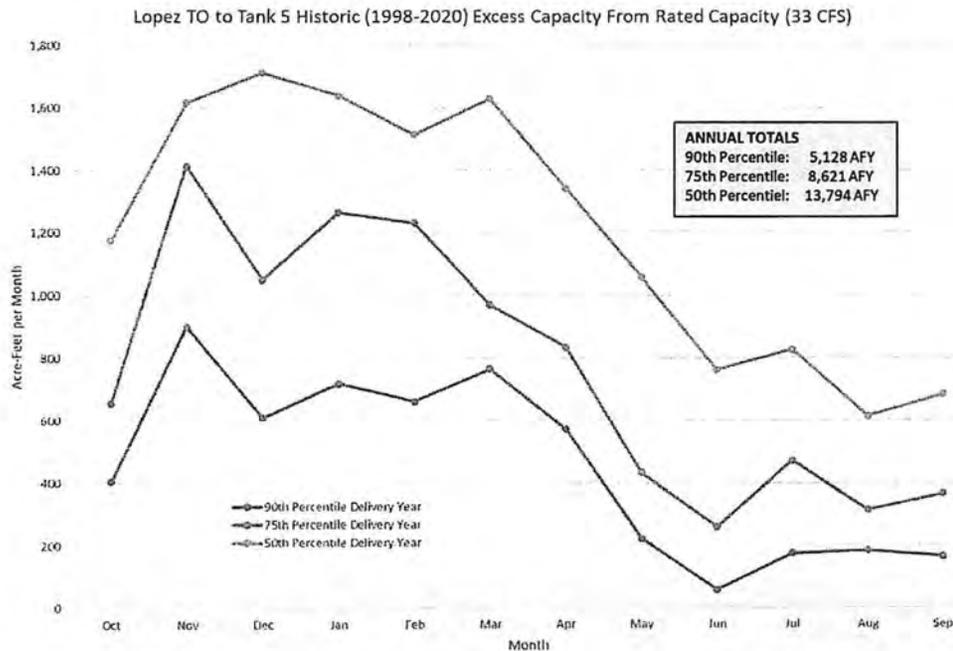
Coastal Branch Reach 4

WTP to CVTO Historic (1998-2020) Excess Capacity
From Rated Capacity (71 CFS) - Including CVTO Deliveries



- Above Chorro Valley Turnout
- Available capacity relatively low (<20%) May-August in high delivery years (90-percentile)
- Relatively high-capacity availability in other months (September-April) and in low-delivery years
- Similar results for Reach 5a

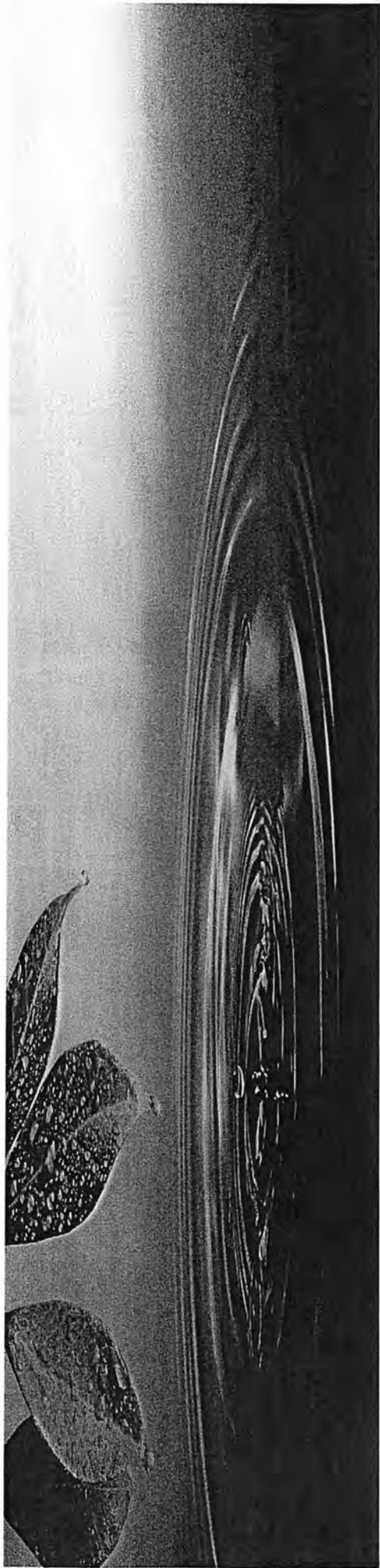
Coastal Branch Reach 6



- Below Santa Maria Turnout
- Available capacity relatively low (<12%) May-August in high delivery years (90-percentile)
- Relatively high-capacity availability in other months (September-April) and in low-delivery years

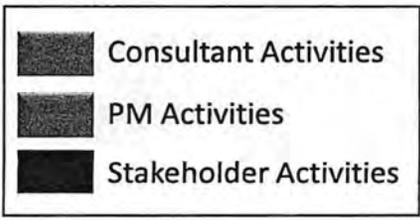
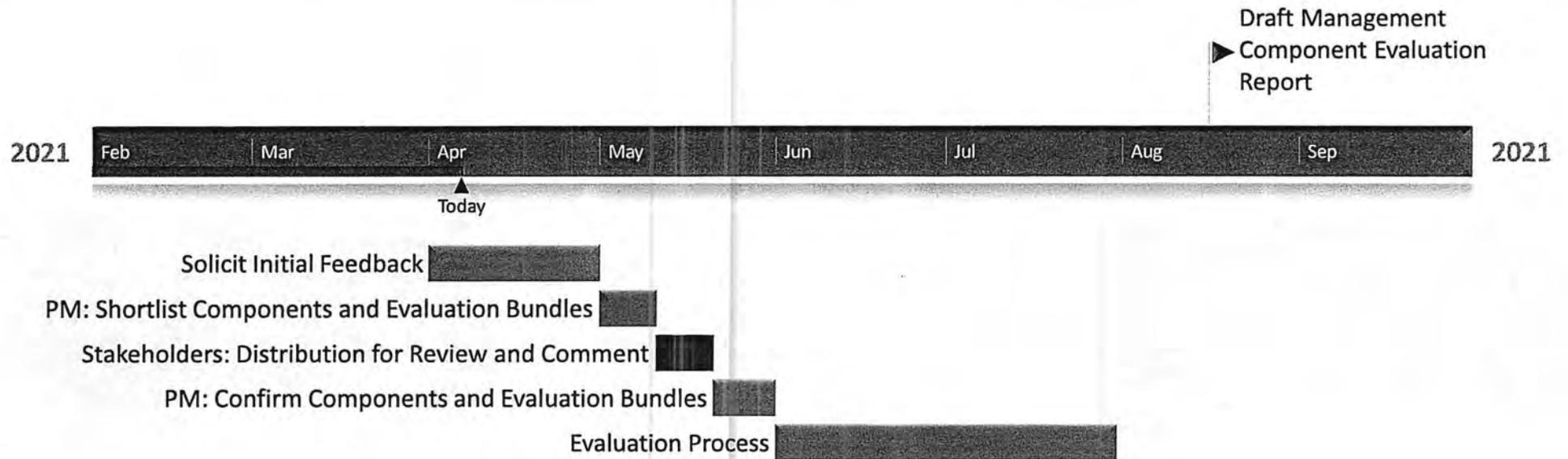
Supply and Conveyance Next Steps

- **Supply Capability** and **Conveyance Capacity** are input information for evaluating Water Management Components
- Look for **timing** of Supply Capability and Conveyance Capacity to transfer/exchange/store water
- **Limited on-peak** (May through August) capacity for additional water supply in high delivery years
- Analysis to look at **operations and costs** of typical Water Management Components



WATER MANAGEMENT COMPONENTS IDENTIFICATION

Process to Select and Evaluate Components



State Water Project Management Strategy

Water Management Components

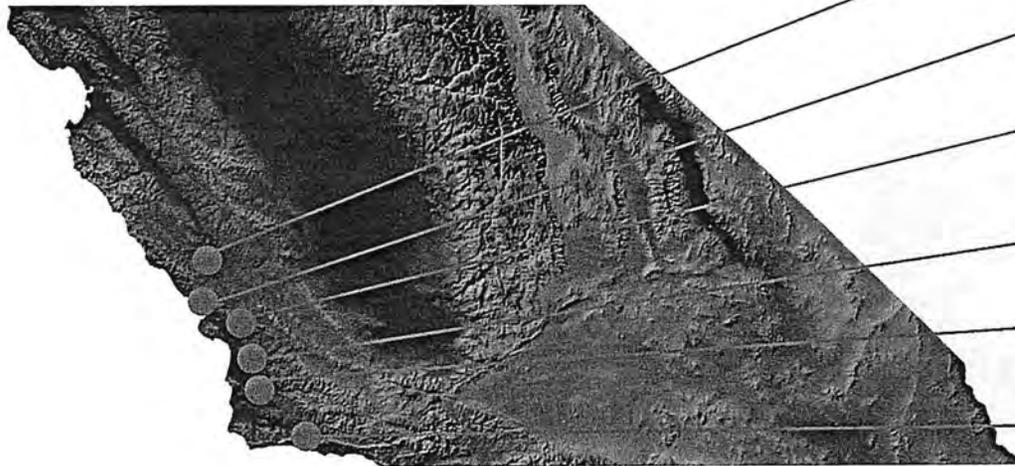
- Identify specific water management alternatives
- Initial list developed based on current and expected projects
- Potential water management alternatives continually subject to change
- Exchange and Banking program costs and parameters defined in program agreements
- Identify typical Central Coast SWP contractor management needs

Local Partners



Note: Annual and/or multi-year sales of State Water directly to new individual users to offset groundwater pumping would likely only be feasible if mechanisms exist to regulate/limit recharge and recovery rights of the recipient (see SLO County FC&WCD WMT Amendment Resolution Provision 8)

Local Surface Reservoir Storage



Nacimiento Reservoir –Salinas Reservoir

Whale Rock Reservoir

Chorro Reservoir

Lopez Lake Reservoir

Twitchell Reservoir

Lake Cachuma Reservoir

Local Exchanges/Transfers

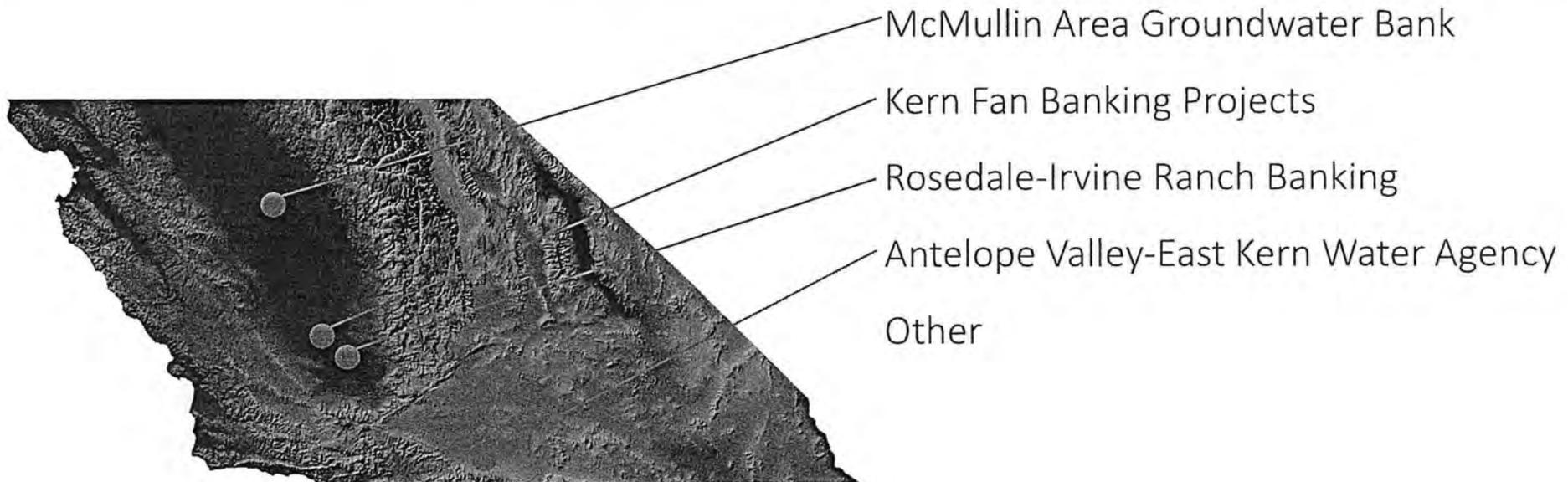
SLO Uncontracted
SWP Table A

Additional SWP
Table A

South Coast Wet
Year Table A

Other

External Groundwater Banking



External Surface Reservoir Storage



Lake Oroville

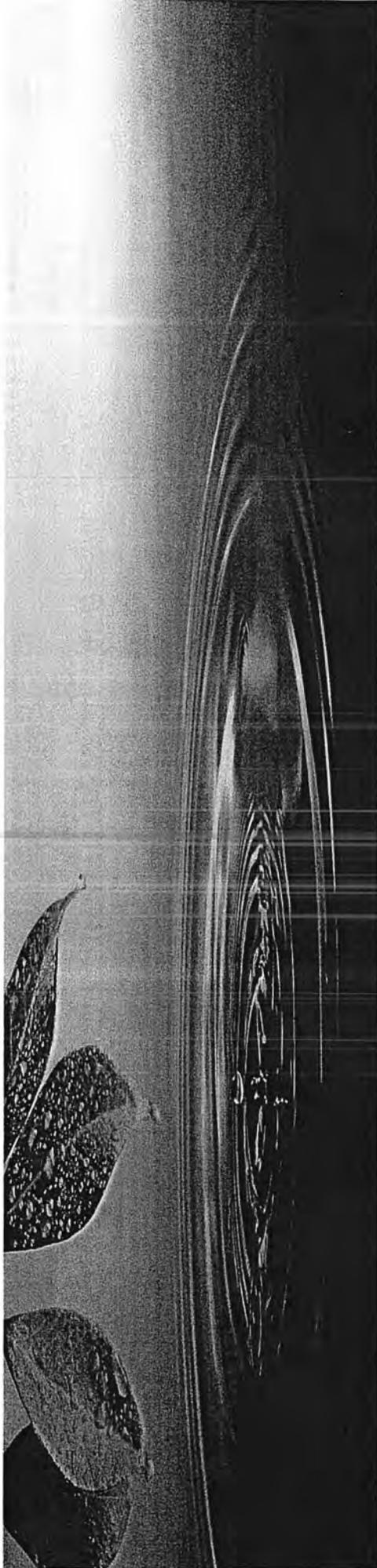
Sites Reservoir

SWP San Luis Reservoir

Other

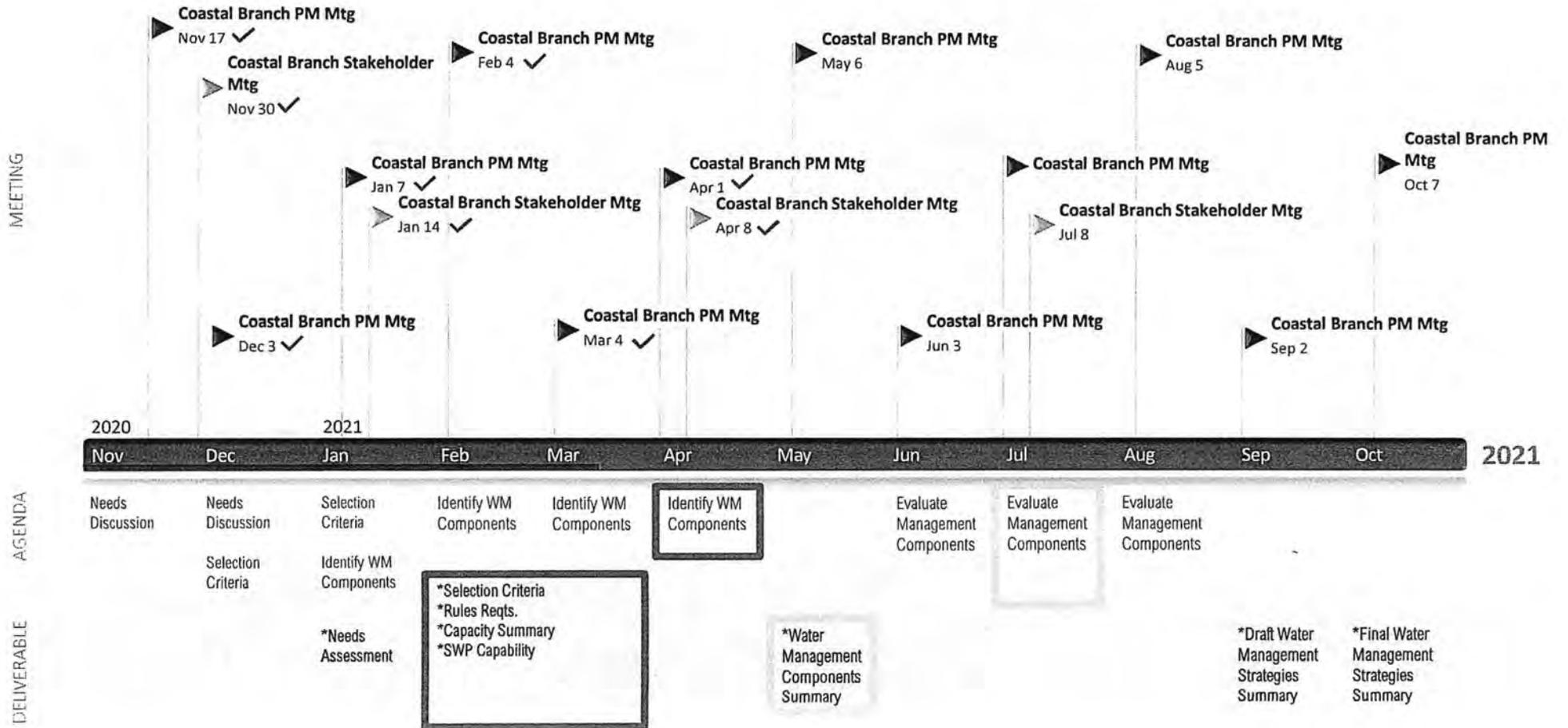
External Exchanges/Transfers/Sales

- CVP
- SLDMWA
- Westlands Water District
- Valley Water (SWP and CVP)
- Berrenda Mesa
- Temperance Flat
- Raising San Luis Reservoir
- MWD Integration
- Casitas via Cachuma through new pipeline



NEXT STEPS

Water Management Strategies Schedule



Next Steps



Stakeholder Feedback: Document
Outline

Stakeholder Feedback: Rules/Capacity/
SWP Capability Summary

Finalize Water Management
Components

Evaluate Water Management
Components

Contacts

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(530) 220-0752

Paeter Garcia

From: Lisa F. Watkins <lfw@ccwa.com>
Sent: Tuesday, March 16, 2021 12:09 PM
To: Lisa F. Watkins
Cc: John L. Brady; Ray Stokes
Subject: Participant Notice of DWR Outage March 2021

Importance: High

John Brady has requested I forward the information below to all our project participants for their information.

As announced during the CCWA Operating Committee last week, DWR and PG&E require a shutdown to complete a critical switch and pole replacement project from March 23 10:00 AM to March 26 12:30 – a full three day shutdown. CCWA operations staff has contacted each Participants operator-in-charge to confirm projected demands for the outage period. We analyzed our storage and the three day demands and our findings are as follows:

- Total Usable Storage: 33 MG
- Three Day Demand: 29 MG
- Buffer Volume: 4 MG

CCWA staff concludes that based on the currently projected demands and available stored supply, we will not need to cease water deliveries to Participants Turnouts. If a Participant has an emergency need for water, CCWA staff will attempt to coordinate the demands of other Participants to accommodate the need. Also, in an emergency situation, DWR will have a limited capacity to deliver a small amount of additional water from the pumping plants downstream of the PG&E work.

While CCWA staff believes the risk of an outage is low, please be advised that if the DWR/PG&E outage extends to a fourth day, an outage will be required. We will provide updates to keep you informed of the status of available water during next week's DWR/PG&E outage.

If you have any questions, please call John Brady at 805-680-2116

Respectfully,

John Brady, PE
Deputy Director
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427-9565
Office (Buellton) 805-688-2292, ext 228
Office (Polonio Pass WTP) 805- 463-2122, ext 312
Cell Phone (805) 680-2116

Lisa Watkins
Office Manager
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
805.688.2292 x219

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses
March 2021

| | Mar 21 | Feb 21 | % Change | Jul '20 - Mar 21 |
|-----------------------------------------------------|------------|------------|-----------|------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 600000 · SERVICE & SALES REVENUE | | | | |
| WATER SALES INCOME | | | | |
| 601000 · Water Sales - Agri. | 57,255.43 | 39,664.06 | 44.35% | 902,426.28 |
| 602000 · Water Sales - Domestic | 329,961.21 | 268,026.90 | 23.11% | 3,644,940.60 |
| 602100 · Water Sales - RRLmtd Ag. | 175,884.62 | 140,668.36 | 25.04% | 2,008,530.64 |
| 602200 · Water Sales - Cach Pk | 1,029.42 | 538.65 | 91.11% | 11,304.81 |
| 604000 · Water Sales - Temp. | 0.00 | 15.15 | -100.0% | 5,029.80 |
| 606000 · Water Sales - Solvang | 4,469.71 | 4,469.71 | 0.0% | 128,955.89 |
| 608000 · Water Sales - On-Demand | 1,144.72 | 1,791.12 | -36.09% | 29,452.08 |
| 611500 · Fire Service Fees | 9,678.00 | 9,620.20 | 0.6% | 87,564.19 |
| Total WATER SALES INCOME | 579,423.11 | 464,794.15 | 24.66% | 6,818,204.29 |
| SERVICE INCOME | | | | |
| 611100 · New Service Fees | 0.00 | 11,977.52 | -100.0% | 35,744.07 |
| 611200 · Reconnection Fees | 1,275.00 | 1,125.00 | 13.33% | 12,975.00 |
| 612400 · Penalties | 4,321.70 | 4,875.23 | -11.35% | 24,773.70 |
| Total SERVICE INCOME | 5,596.70 | 17,977.75 | -68.87% | 73,492.77 |
| Total 600000 · SERVICE & SALES REVENUE | 585,019.81 | 482,771.90 | 21.18% | 6,891,697.06 |
| 625000 · ASSESSMENTS, FEES & OTHER | | | | |
| 611600 · Capital Facilities Chrg. | 0.00 | 54,811.54 | -100.0% | 79,913.90 |
| 620006 · Reimbursed Field Labor | 0.00 | 1,375.17 | -100.0% | 1,651.64 |
| 620008 · Reimbursed Admin Labor | 0.00 | 551.87 | -100.0% | 685.91 |
| 624000 · Miscellaneous Revenue | 14,021.70 | 1,034.00 | 1,256.06% | 28,561.74 |
| 625200 · Administrative Fees | 1,500.00 | 1,575.00 | -4.76% | 13,075.00 |
| 627000 · Tax Revenue - Secured | 0.00 | 0.00 | 0.0% | 484,140.08 |
| 628000 · INTEREST INCOME | | | | |
| 629000 · Interest Income - LAIF | 0.00 | 0.00 | 0.0% | -6,536.61 |
| 629100 · Interest Income -PIMMA | 210.95 | 177.18 | 19.06% | 2,383.61 |
| 630000 · Interest Income - Cking | 2.28 | 1.69 | 34.91% | 30.53 |
| Total 628000 · INTEREST INCOME | 213.23 | 178.87 | 19.21% | -4,122.47 |
| 890100 · SWP Pmt. from Solvang | 0.00 | 0.00 | 0.0% | 2,747,649.50 |
| Total 625000 · ASSESSMENTS, FEES & OTHER | 15,734.93 | 59,526.45 | -73.57% | 3,351,555.30 |
| Total Income | 600,754.74 | 542,298.35 | 10.78% | 10,243,252.36 |
| Cost of Goods Sold | | | | |
| 702000 · SOURCE OF SUPPLY EXPENSES | | | | |
| 703000 · Cach. Water Entitlement | 7,798.43 | 7,798.43 | 0.0% | 159,241.73 |
| 704000 · State Water | 149,755.52 | 149,755.53 | 0.0% | 1,706,084.38 |
| 705000 · Ground Water Charges | 0.00 | 0.00 | 0.0% | 20,588.40 |
| 706000 · Cloudseeding Program | 0.00 | 0.00 | 0.0% | 273.00 |
| 707000 · River Well Field Licenses | 0.00 | 0.00 | 0.0% | 13,763.20 |
| 860000 · Solvang-SWPmt | 0.00 | 0.00 | 0.0% | 2,747,649.50 |
| Total 702000 · SOURCE OF SUPPLY EXPENSES | 157,553.95 | 157,553.96 | 0.0% | 4,647,600.21 |

Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses
March 2021

| | Mar 21 | Feb 21 | % Change | Jul '20 - Mar 21 |
|---------------------------------------------------------|-------------------|-------------------|----------------|---------------------|
| 710000 · INFRASTRUCTURE EXPENSES | | | | |
| 711000 · Maintenance - Wells | 492.60 | 1,531.03 | -67.83% | 4,928.25 |
| 712000 · Maintenance - Mains | 0.00 | 3,562.30 | -100.0% | 37,416.12 |
| 713000 · Maintenance - Reservoirs | 0.00 | 942.50 | -100.0% | 4,188.45 |
| 714000 · Maintenance - Structures | 0.00 | 382.11 | -100.0% | 1,832.11 |
| 717000 · Bradbury Dam SOD | 0.00 | 0.00 | 0.0% | 26,975.88 |
| Total 710000 · INFRASTRUCTURE EXPENSES | 492.60 | 6,417.94 | -92.33% | 75,340.81 |
| 725000 · PUMPING EXPENSES | | | | |
| 726000 · Pumping Expense (Power) | 25,636.89 | 19,703.38 | 30.11% | 465,767.17 |
| 730000 · Maintenance - Structures | 4.30 | 0.00 | 100.0% | 3,006.85 |
| 732000 · Maintenance - Equipmt. | 0.00 | 0.00 | 0.0% | 297.12 |
| Total 725000 · PUMPING EXPENSES | 25,641.19 | 19,703.38 | 30.14% | 469,071.14 |
| 740000 · WATER TREATMENT EXPENSES | | | | |
| 744000 · Chemicals | 0.00 | 0.00 | 0.0% | 25,535.39 |
| 748000 · Maintenance - Equipment | 110.89 | 0.00 | 100.0% | 2,791.97 |
| 748100 · Water Treatment - Equipm | 0.00 | 0.00 | 0.0% | 4,966.76 |
| 748200 · Water Sampling/Monitor | 17.21 | 72.93 | -76.4% | 148.14 |
| 749000 · Water Analysis | 0.00 | 255.00 | -100.0% | 3,870.00 |
| Total 740000 · WATER TREATMENT EXPENSES | 128.10 | 327.93 | -60.94% | 37,312.26 |
| 750000 · TRANSMISSION & DIST. EXPENSES | | | | |
| 799501 · Uniforms T&D | 1,400.31 | 1,083.60 | 29.23% | 12,267.30 |
| 775401 · ACWA - Health Ins. (T&D) | 19,115.13 | 19,115.13 | 0.0% | 163,908.83 |
| 775201 · ACWA - Delta Dental (T&D) | 832.32 | 832.32 | 0.0% | 6,300.24 |
| 775301 · ACWA - Vision (T&D) | 154.89 | 154.89 | 0.0% | 1,200.96 |
| 751000 · Labor | 48,635.88 | 51,765.75 | -6.05% | 457,537.80 |
| 751100 · Labor / Vacation | 5,841.54 | 1,588.52 | 267.74% | 18,522.49 |
| 751200 · Labor / Sick Leave | 234.38 | 585.00 | -59.94% | 7,763.44 |
| 751201 · Labor/COVID Sick Leave - T&D | 0.00 | 0.00 | 0.0% | 3,242.24 |
| 752100 · Safety Equipment | 0.00 | 184.88 | -100.0% | 993.11 |
| 752000 · Materials/Supplies - Other | 1,659.14 | 222.18 | 646.76% | 3,623.14 |
| Total 752000 · Materials/Supplies | 1,659.14 | 407.06 | 307.59% | 4,616.25 |
| 753000 · SCADA Maintenance | 0.00 | 0.00 | 0.0% | 903.81 |
| 754000 · Small Tools | 121.76 | 2,262.69 | -94.62% | 5,618.64 |
| 754100 · Small Tools - Repairs | 0.00 | 0.00 | 0.0% | 65.83 |
| 755000 · Transportation | 6,578.79 | 2,138.31 | 207.66% | 28,547.90 |
| 756000 · Meter Services | -381.70 | 13,809.98 | -102.76% | 40,648.39 |
| 756100 · Meter Services - Repair | 336.90 | 324.64 | 3.78% | 10,545.66 |
| 757000 · Road Contracts | 0.00 | 0.00 | 0.0% | 58.00 |
| 758100 · Meter Reading (Sensus) | 1,735.33 | 0.00 | 100.0% | 1,735.33 |
| 759000 · Maintenance - Structures | 225.00 | 225.00 | 0.0% | 3,140.66 |
| 760000 · Fire Hydrants | 0.00 | 0.00 | 0.0% | 120.64 |
| 762000 · Backhoe-Maintenance | 0.00 | 0.00 | 0.0% | 143.27 |
| 763000 · Generators/Maintenance | 0.00 | 0.00 | 0.0% | 0.00 |
| Total 750000 · TRANSMISSION & DIST. EXPENSES | 86,489.67 | 94,292.89 | -8.28% | 766,887.68 |
| Total COGS | 270,305.51 | 278,296.10 | -2.87% | 5,996,212.10 |
| Gross Profit | 330,449.23 | 264,002.25 | 25.17% | 4,247,040.26 |

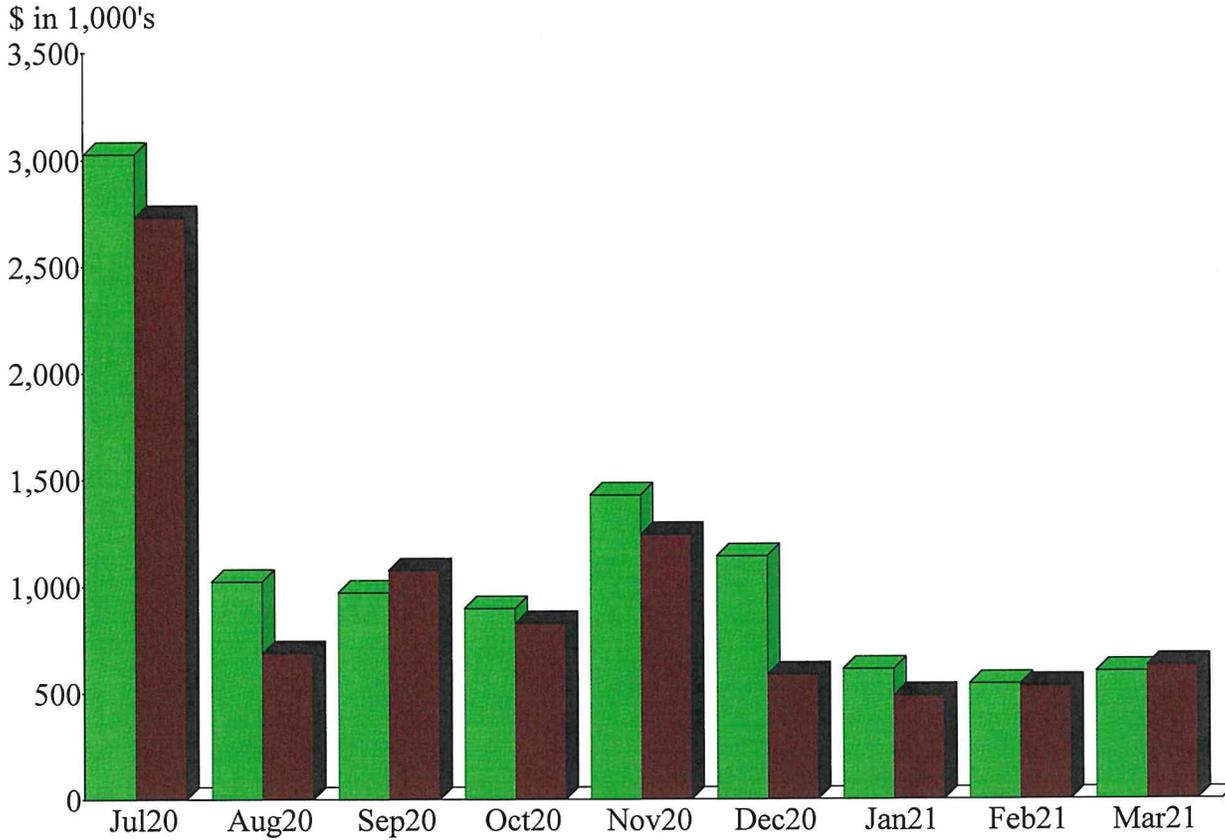
Santa Ynez River Water Conservation District ID #1
Statement of Revenues & Expenses
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| | Mar 21 | Feb 21 | % Change | Jul '20 - Mar 21 |
|----------------------------------------------------|-------------------|-------------------|---------------|---------------------|
| Expense | | | | |
| 770000 · GENERAL & ADMIN EXPENSES | | | | |
| 774000 Workers Comp. - Ins. | 5,917.25 | 0.00 | 100.0% | 17,809.58 |
| 6560 · Payroll Expenses | 44.00 | 486.00 | -90.95% | 774.00 |
| 775000 · PERS - Retirement | 27,838.74 | 27,819.84 | 0.07% | 239,769.95 |
| 775200 · ACWA - Dental (Admin) | 825.12 | 716.88 | 15.1% | 6,379.08 |
| 775300 · ACWA - Vision (Admin) | 172.10 | 154.55 | 11.36% | 1,339.32 |
| 775400 · ACWA - Medical Insurance(Admin) | 19,594.19 | 20,893.23 | -6.22% | 180,879.70 |
| 777000 · Salaries - Administrative Staff | 79,143.00 | 78,945.42 | 0.25% | 708,225.78 |
| 777100 · Salaries / Vacation | 3,661.17 | 1,799.99 | 103.4% | 26,402.16 |
| 777200 · Salaries / Sick Leave | 2,558.09 | 4,158.17 | -38.48% | 9,094.95 |
| 772100 · Admin - COVID Sick Leave | 0.00 | 0.00 | 0.0% | 6,667.46 |
| 777401 · Admin. - Comp Time | 0.00 | 0.00 | 0.0% | 86.58 |
| 778000 · Training, Travel & Conferences | 130.03 | 25.00 | 420.12% | 2,760.56 |
| 779000 · Dues,Subscrip,Certif. | 270.00 | 5.00 | 5,300.0% | 28,248.01 |
| 780000 · Building Maintenance | 966.00 | 1,011.00 | -4.45% | 9,050.28 |
| 781000 · Office Supplies | 716.45 | 462.07 | 55.05% | 9,981.54 |
| 781100 · Computer Supply/Training/Softwr | 149.57 | 0.00 | 100.0% | 5,857.25 |
| 782000 · Postage & Printing | 4,099.67 | 3,354.39 | 22.22% | 37,387.73 |
| 783000 · Utilities | 782.71 | 808.34 | -3.17% | 7,836.86 |
| 784000 · Telephone | 1,756.73 | 1,246.47 | 40.94% | 11,641.62 |
| 785000 · Special Services | 941.45 | 2,951.23 | -68.1% | 12,460.82 |
| 785100 · Government Fees | 0.00 | 3,979.31 | -100.0% | 10,591.31 |
| 786000 · Insurance & Bonds | 5,201.29 | 5,201.29 | 0.0% | 34,291.62 |
| 787000 · Payroll Taxes | 10,838.05 | 11,039.67 | -1.83% | 85,961.10 |
| 788000 · Audit - Expenses | | | | |
| 788100 · General Accounting | 0.00 | 0.00 | 0.0% | 7,495.00 |
| 788000 · Audit - Expenses - Other | 0.00 | 0.00 | 0.0% | 27,078.00 |
| Total 788000 · Audit - Expenses | 0.00 | 0.00 | 0.0% | 34,573.00 |
| 789000 · Legal - Expenses Gen. | 1,978.00 | 2,774.00 | -28.7% | 30,926.00 |
| 790000 · Gen/Prfsnl Consultant Expenses | 4,358.75 | 0.00 | 100.0% | 6,883.53 |
| 791000 · Planning & Research | 30.00 | 0.00 | 100.0% | 4,047.10 |
| 792000 · Bad Debts | 0.00 | 0.00 | 0.0% | 2,825.48 |
| 793000 · Office Equip. Service Contracts | 3,064.82 | 2,516.74 | 21.78% | 23,127.95 |
| 794000 · Interest Expenses | 0.00 | 0.00 | 0.0% | 25,468.18 |
| 794100 · Annual Fee - Bond Fund | 0.00 | 0.00 | 0.0% | 1,425.00 |
| 797000 · Trustee Fees | 1,600.00 | 1,800.00 | -11.11% | 14,800.00 |
| 799000 · Miscellaneous Expenses/Vendors | 2,182.09 | 2,370.69 | -7.96% | 26,971.09 |
| 799525 · Gardening Service | 240.00 | 240.00 | 0.0% | 2,160.00 |
| 799600 · Customer Refunds | 277.75 | 0.00 | 100.0% | 515.79 |
| Total 770000 · GENERAL & ADMIN EXPENSES | 179,337.02 | 174,759.28 | 2.62% | 1,627,220.38 |
| Total Expense | 179,337.02 | 174,759.28 | 2.62% | 1,627,220.38 |
| Net Ordinary Income | 151,112.21 | 89,242.97 | 69.33% | 2,619,819.88 |

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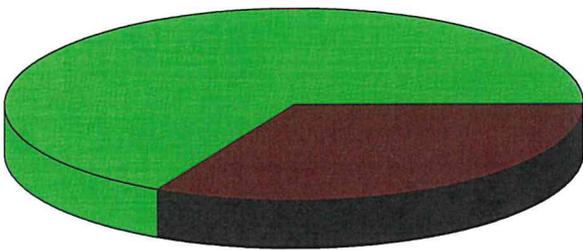
| | Mar 21 | Feb 21 | % Change | Jul '20 - Mar 21 |
|----------------------------------------------|-------------|------------|-----------|------------------|
| Other Income/Expense | | | | |
| Other Expense | | | | |
| 800000 · LEGAL/ENGINEERING | | | | |
| 800200 · Legal -BB&K/Consultants | | | | |
| 800102 · Sustainable Grndwtr Mgmt Act | 2,175.00 | 2,664.50 | -18.37% | 33,641.48 |
| 800201 · NMFS Biop Recon/Stlhd Rcvry Pln | 2,065.50 | 4,473.00 | -53.82% | 22,365.50 |
| Total 800200 · Legal -BB&K/Consultants | 4,240.50 | 7,137.50 | -40.59% | 56,006.98 |
| 800203 · River Water Righ Proceed (BHFS) | 4,471.00 | 0.00 | 100.0% | 33,540.50 |
| 800300 · Engineering | 563.23 | 118.50 | 375.3% | 13,014.15 |
| 800500 · Unanticipated Spc Legal Expense | 16,191.00 | 12,902.00 | 25.49% | 53,227.50 |
| 826201 · SWRCB Order/Studies (BBK) | 0.00 | 36.50 | -100.0% | 1,277.50 |
| Total 800000 · LEGAL/ENGINEERING | 25,465.73 | 20,194.50 | 26.1% | 157,066.63 |
| 825000 · STUDIES | | | | |
| 825400 · CCRB (Shared Consultants) | | | | |
| 825401 · Joint Bio Op Recon.-Consultants | 3,136.75 | 0.00 | 100.0% | 17,686.35 |
| Total 825400 · CCRB (Shared Consultants) | 3,136.75 | 0.00 | 100.0% | 17,686.35 |
| 825600 · SB Co Water Agency | | | | |
| 825601 · Integrated Regional Water Man. | 0.00 | 0.00 | 0.0% | 3,522.95 |
| 825600 · SB Co Water Agency - Other | 0.00 | 0.00 | 0.0% | 5,120.22 |
| Total 825600 · SB Co Water Agency | 0.00 | 0.00 | 0.0% | 8,643.17 |
| 825800 · BiOp Implementation | 9,040.00 | 0.00 | 100.0% | 45,000.00 |
| 825900 · Water System Study Updt (Stet) | 556.50 | 592.50 | -6.08% | 18,545.00 |
| 826000 · System Capacity/Cap Impv Plan | 0.00 | 0.00 | 0.0% | 364.00 |
| 826101 · SWRCB Order/Studies (Stet/Han) | 0.00 | 0.00 | 0.0% | 2,178.78 |
| Total 825000 · STUDIES | 12,733.25 | 592.50 | 2,049.07% | 92,417.30 |
| 85000 · NON-CAPITAL EXPENSES | | | | |
| 850500 · USBR Cach Proj Contract/Cap Prg | 0.00 | 0.00 | 0.0% | 7,584.00 |
| Total 85000 · NON-CAPITAL EXPENSES | 0.00 | 0.00 | 0.0% | 7,584.00 |
| 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 | 0.00 | -3,115.00 | 100.0% | 484,070.29 |
| 900171 · 4.CFS WII Field | 0.00 | 0.00 | 0.0% | 15,531.10 |
| 900196 · Alamo Pintado BPS | 6,059.30 | 0.00 | 100.0% | 6,059.30 |
| 900197 · Refugio 3-BPS-Repairs | 1,437.80 | 0.00 | 100.0% | 1,437.80 |
| 900350 · Uplands Wells | 2,772.90 | 0.00 | 100.0% | 2,772.90 |
| Total 900100 · Constr in Progress CY | 10,270.00 | -3,115.00 | 429.7% | 512,600.61 |
| 900370 · Capital Improvement Prog - CY | | | | |
| 900318 · Meter Replace/Utility Billing | 30,859.32 | 55,065.82 | -43.96% | 102,994.73 |
| 900371 · Office Building/Shop Improvemen | 0.00 | 0.00 | 0.0% | 15,491.93 |
| 900372 · Office Furn., Computers & Equip | 12,094.72 | 0.00 | 100.0% | 21,983.19 |
| 900373 · Fleet Vehicle Addition/Replace | 85,290.60 | 0.00 | 100.0% | 85,290.60 |
| 900376 · Communications/Telemetry-SCADA | 0.00 | 5,278.00 | -100.0% | 76,353.57 |
| 900378 · Mjr. Tools, Shop & Garage Equip | 0.00 | 0.00 | 0.0% | 103,614.16 |
| Total 900370 · Capital Improvement Prog - CY | 128,244.64 | 60,343.82 | 112.52% | 405,728.18 |
| Total Other Expense | 176,713.62 | 78,015.82 | 126.51% | 1,175,396.72 |
| Net Other Income | -176,713.62 | -78,015.82 | -126.51% | -1,175,396.72 |
| Net Income | -25,601.41 | 11,227.15 | -328.03% | 1,444,423.16 |

Income and Expense by Month
July 2020 through March 2021



Income Summary
July 2020 through March 2021

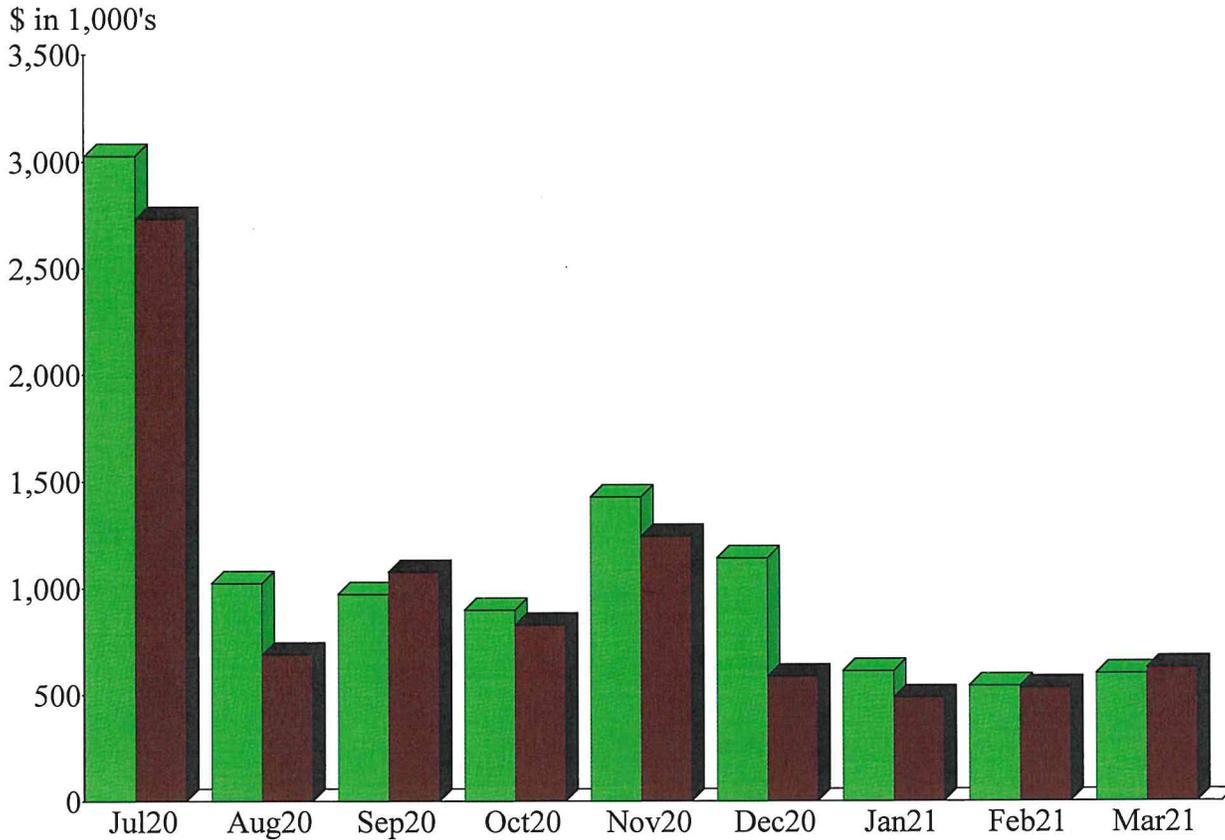
| | |
|------------------------------------|------------------------|
| 600000 · SERVICE & SALES REVENUE | 67.28% |
| 625000 · ASSESSMENTS, FEES & OTHER | 32.72% |
| Total | \$10,243,252.36 |



By Account

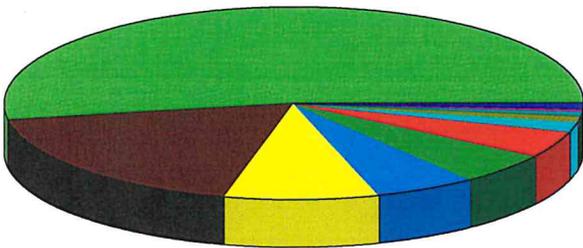
Income and Expense by Month
July 2020 through March 2021

Income
Expense



Expense Summary
July 2020 through March 2021

| | |
|----------------------------------------|-----------------------|
| 702000 · SOURCE OF SUPPLY EXPENSES | 52.82% |
| 770000 · GENERAL & ADMIN EXPENSE | 18.49 |
| 750000 · TRANSMISSION & DIST. EXPENSES | 8.72 |
| 900100 · Constr in Progress CY | 5.83 |
| 725000 · PUMPING EXPENSES | 5.33 |
| 900370 · Capital Improvement Prog - CY | 4.61 |
| 800000 · LEGAL/ENGINEERING | 1.79 |
| 825000 · STUDIES | 1.05 |
| 710000 · INFRASTRUCTURE EXPENSES | 0.86 |
| 740000 · WATER TREATMENT EXPENSES | 0.42 |
| Other | 0.09 |
| Total | \$8,798,829.20 |



By Account

Santa Ynez River Water Conservation District ID #1

Warrant List for Board Approval

March 17 through April 20, 2021

| Date | Num | Name | Amount |
|---------------------|-------|------------------------------------------------|--------------|
| Mar 17 - Apr 20, 21 | | | |
| 03/31/2021 | 23734 | Clay, Jeff P | \$ 554.10 |
| 03/31/2021 | 23735 | Joos, Richard B | \$ 369.40 |
| 03/31/2021 | 23736 | ACWA/JPIA - Health | \$ 41,467.22 |
| 04/20/2021 | 23737 | ACWA/JPIA - Workers Comp. | \$ 5,917.25 |
| 04/20/2021 | 23738 | All Around Landscape Supply/SiteOne | \$ 217.32 |
| 04/20/2021 | 23739 | Ameravant Inc. | \$ 534.00 |
| 04/20/2021 | 23740 | Aquapulse Chemicals, LLC | \$ 4,328.03 |
| 04/20/2021 | 23741 | Aramark Uniform Serv Inc. | \$ 1,445.16 |
| 04/20/2021 | 23742 | B of A Business Card Services-AGM | \$ 2,696.46 |
| 04/20/2021 | 23743 | B of A Business Card Services-GM2 | \$ 67.21 |
| 04/20/2021 | 23744 | Best Best & Krieger LLP | \$ 7,377.25 |
| 04/20/2021 | 23745 | Brownstein,Hyatt,Farber, Schreck | \$ 22,640.00 |
| 04/20/2021 | 23746 | Cardenas, Lydia | \$ 53.43 |
| 03/31/2021 | EFT | CA State Disbursement - March 2021 | \$ 513.00 |
| 03/31/2021 | EFT | CalPERS - Retirement - March 2021 | \$ 33,261.35 |
| 04/20/2021 | 23747 | Chevron - Wex Bank | \$ 50.55 |
| 04/20/2021 | 23748 | CIO Solutions, LP | \$ 9,176.26 |
| 04/20/2021 | 23749 | Clinical Lab of San Bernardino Inc. | \$ 255.00 |
| 04/20/2021 | 23750 | Coastal Copy | \$ 291.44 |
| 04/20/2021 | 23751 | Comcast | \$ 351.24 |
| 04/20/2021 | 23752 | Consolidated Overhead Door & Gate | \$ 9,105.00 |
| 04/20/2021 | 23753 | Continental Utility Solutions, Inc. | \$ 104.08 |
| 04/20/2021 | 23754 | Dig Safe Board | \$ 30.86 |
| 04/20/2021 | 23755 | Echo Communications | \$ 183.05 |
| 03/31/2021 | EFT | Employment Dev. Dept. March 2021 Payroll Taxes | \$ 8,283.42 |
| 04/20/2021 | 23756 | FedEx | \$ 21.39 |
| 04/20/2021 | 23757 | Ferguson Enterprises, Inc. | \$ 7,689.38 |
| 04/20/2021 | 23758 | Hanly General Engineering Corp. | \$ 3,405.00 |
| 04/20/2021 | 23759 | Harrison Hardware Inc | \$ 220.98 |
| 04/20/2021 | 23760 | Hyland, Robert | \$ 34.72 |
| 04/20/2021 | 23761 | ICONIX Waterworks (US) Inc. | \$ 3,590.55 |
| 04/20/2021 | 23762 | Inklings Printing Co. | \$ 21.44 |
| 04/20/2021 | 23763 | Iron Mountain | \$ 85.01 |
| 04/20/2021 | 23764 | IVR Technology Group, LLC | \$ 70.00 |
| 04/20/2021 | 23765 | J. Winther Chevron, Inc. | \$ 185.77 |
| 04/20/2021 | 23766 | Jan-Pro Cleaning Systems | \$ 206.00 |
| 04/20/2021 | 23767 | JANO Printing & Mailworks | \$ 3,807.06 |
| 04/20/2021 | 23768 | Jim Vreeland Ford | \$ 823.83 |
| 04/20/2021 | 23769 | Kelley, Kenneth | \$ 277.75 |
| 03/31/2021 | EFT | Lincoln National Life - March 2021 | \$ 2,600.00 |
| 04/20/2021 | 23770 | MarBorg Industries | \$ 181.74 |
| 04/20/2021 | 23771 | Martone Mary/Petty Cash | \$ 33.46 |
| 04/20/2021 | 23772 | Martone, Mary | \$ 49.28 |
| 03/31/2021 | EFT | Mechanics Bank - March 2021 Payroll Taxes | \$ 36,896.93 |

Santa Ynez River Water Conservation District ID #1

Warrant List for Board Approval

March 17 through April 20, 2021

| Date | Num | Name | Amount |
|------------|-------|----------------------------------------|----------------------|
| 04/20/2021 | 23773 | McCormix Corp | \$ 2,250.16 |
| 04/20/2021 | 23774 | O'Reilly Auto Parts | \$ 789.32 |
| 04/20/2021 | 23775 | Office Depot | \$ 615.47 |
| 04/20/2021 | 23776 | Otto Electrical, Inc | \$ 10,270.00 |
| 03/30/2021 | EFT | Payroll - March 2021 | \$ 97,872.65 |
| 04/20/2021 | 23777 | P G & E | \$ 31,532.18 |
| 04/20/2021 | 23778 | Petersen, Jill | \$ 70.10 |
| 04/20/2021 | 23779 | Praxair Distribution Inc | \$ 37.17 |
| 04/20/2021 | 23780 | Pulido B. Landscape Tree Service | \$ 240.00 |
| 04/20/2021 | 23781 | Quadient Finance USA, Inc - Postage | \$ 15.40 |
| 04/20/2021 | 23782 | Quill | \$ 1,289.13 |
| 04/20/2021 | 23783 | Rio Vista Chevrolet | \$ 68.31 |
| 04/20/2021 | 23784 | Signs of Sucess | \$ 516.90 |
| 04/20/2021 | 23785 | Stetson Engineers Inc | \$ 1,119.73 |
| 04/20/2021 | 23786 | Stradling Yocca Carlson & Rauth | \$ 237.00 |
| 04/20/2021 | 23787 | Streamline | \$ 2,000.00 |
| 04/20/2021 | 23788 | SYCSD | \$ 80.78 |
| 04/20/2021 | 23789 | The Gas Company | \$ 58.17 |
| 04/20/2021 | 23790 | Total Compensation Systems, Inc. (TCS) | \$ 720.00 |
| 04/20/2021 | 23791 | Underground Service Alert | \$ 105.70 |
| 04/20/2021 | 23792 | Verizon Wireless | \$ 1,406.30 |
| 04/20/2021 | 23793 | Waste Management of Santa Maria | \$ 285.43 |
| | | | \$ 361,052.27 |

Mar 17 - Apr 20, 21

State of California

DEPARTMENT OF WATER RESOURCES
CALIFORNIA STATE WATER PROJECT

California Natural Resources Agency

NOTICE TO STATE WATER PROJECT CONTRACTORS**Date:** 3/23/2021**Number:** 21-06**Subject:** 2021 State Water Project Allocation Decrease – 5 Percent**From:**

A handwritten signature in black ink that reads "Ted Craddock".

Ted Craddock**Deputy Director, State Water Project**
Department of Water Resources

Due to the persistent dry conditions, the Department of Water Resources (DWR) is decreasing the allocation of 2021 State Water Project (SWP) water for long-term contractors from 422,848 acre-feet to 210,266 acre-feet. Based on the recent low amount of precipitation and runoff, and an assessment of overall water supply conditions, SWP supplies are projected to be 5 percent of most SWP contractors' 2021 requested Table A amounts, which totals 4,172,786 AF. Attached is the revised 2021 SWP 5 percent allocation table.

This allocation is made consistent with the long-term water supply contracts and public policy. DWR's approval considered several factors including existing storage in SWP conservation reservoirs, SWP operational constraints such as the conditions of the 2019 Biological Opinions for federally listed species, the 2020 Incidental Take Permit for State listed species and the 2021 SWP contractors' demands. DWR may revise this and any subsequent allocations if warranted by the developing hydrologic and water supply conditions.

To develop the 5 percent schedule, DWR will scale down the current long-term SWP contractors' 15 percent schedules that were submitted in October 2020 (as part of the initial requests), unless SWP contractors submit updated schedules. DWR will send the approved monthly water delivery schedules to the long-term SWP contractors.

If you have any questions or need additional information, please contact John Leahigh, Water Operations Executive Manager, at (916) 651-2447.

Attachment

2021 STATE WATER PROJECT ALLOCATION
(ACRE-FEET)

| SWP CONTRACTORS | TABLE A | INITIAL REQUEST | APPROVED ALLOCATION | PERCENT INITIAL REQUEST APPROVED |
|-------------------------------|------------------|------------------|---------------------|----------------------------------|
| | (1) | (2) | (3) | (3)/(2) (4) |
| FEATHER RIVER | | | | |
| County of Butte | 27,500 | 27,500 | 3,000 | 11% |
| Plumas County FC&WCD | 2,700 | 2,700 | 135 | 5% |
| City of Yuba City | 9,600 | 9,600 | 480 | 5% |
| Subtotal | 39,800 | 39,800 | 3,615 | |
| NORTH BAY | | | | |
| Napa County FC&WCD | 29,025 | 29,025 | 1,451 | 5% |
| Solano County WA | 47,756 | 47,756 | 2,388 | 5% |
| Subtotal | 76,781 | 76,781 | 3,839 | |
| SOUTH BAY | | | | |
| Alameda County FC&WCD, Zone 7 | 80,619 | 80,619 | 4,031 | 5% |
| Alameda County WD | 42,000 | 42,000 | 2,100 | 5% |
| Santa Clara Valley WD | 100,000 | 100,000 | 5,000 | 5% |
| Subtotal | 222,619 | 222,619 | 11,131 | |
| SAN JOAQUIN VALLEY | | | | |
| Oak Flat WD | 5,700 | 5,700 | 285 | 5% |
| County of Kings | 9,305 | 9,305 | 465 | 5% |
| Dudley Ridge WD | 41,350 | 41,350 | 2,068 | 5% |
| Empire West Side ID | 3,000 | 3,000 | 150 | 5% |
| Kern County WA | 982,730 | 982,730 | 49,137 | 5% |
| Tulare Lake Basin WSD | 87,471 | 87,471 | 4,374 | 5% |
| Subtotal | 1,129,556 | 1,129,556 | 56,479 | |
| CENTRAL COASTAL | | | | |
| San Luis Obispo County FC&WCD | 25,000 | 25,000 | 1,250 | 5% |
| Santa Barbara County FC&WCD | 45,486 | 45,486 | 2,274 | 5% |
| Subtotal | 70,486 | 70,486 | 3,524 | |
| SOUTHERN CALIFORNIA | | | | |
| Antelope Valley-East Kern WA | 144,844 | 144,844 | 7,242 | 5% |
| Santa Clarita Valley WA | 95,200 | 95,200 | 4,760 | 5% |
| Coachella Valley WD | 138,350 | 138,350 | 6,918 | 5% |
| Crestline-Lake Arrowhead WA | 5,800 | 5,800 | 290 | 5% |
| Desert WA | 55,750 | 55,750 | 2,788 | 5% |
| Littlerock Creek ID | 2,300 | 2,300 | 115 | 5% |
| Metropolitan WDSC | 1,911,500 | 1,911,500 | 95,575 | 5% |
| Mojave WA | 89,800 | 89,800 | 4,490 | 5% |
| Palmdale WD | 21,300 | 21,300 | 1,065 | 5% |
| San Bernardino Valley MWD | 102,600 | 102,600 | 5,130 | 5% |
| San Gabriel Valley MWD | 28,800 | 28,800 | 1,440 | 5% |
| San Geronio Pass WA | 17,300 | 17,300 | 865 | 5% |
| Ventura County WPD | 20,000 | 20,000 | 1,000 | 5% |
| Subtotal | 2,633,544 | 2,633,544 | 131,678 | |
| TOTAL | 4,172,786 | 4,172,786 | 210,266 | |

Certificate Of Completion

| | |
|-------------------------------------------------------------------------------------------------------------|-------------------------------|
| Envelope Id: 1EE5A7A4BAEA4C168EABA7F1CA3DC3A9 | Status: Completed |
| Subject: Please DocuSign: SWC Notice No. 21-06 - 2021 Allocation Reduction - 05 Percent - Final.docx, SW... | |
| Source Envelope: | |
| Document Pages: 2 | Signatures: 1 |
| Certificate Pages: 2 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | DWR SWPAO Executive Secretary |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 1416 9th Street |
| | Sacramento, CA 95814 |
| | SWPAOExecSecr@water.ca.gov |
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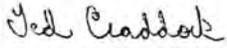
Record Tracking

| | | |
|--------------------------------------|---------------------------------------|--------------------|
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| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Department of Water Resources | Location: DocuSign |

Signer Events

Ted Craddock
 Ted.Craddock@water.ca.gov
 Deputy Director, State Water Project
 Department of Water Resources
 Security Level: Email, Account Authentication (None)

Signature


 Signature Adoption: Uploaded Signature Image
 Using IP Address: 136.200.53.16

Timestamp

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 Signed: 3/23/2021 2:43:39 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DWR SWPAO Executive Secretary
 swpaoexecsecr@water.ca.gov
 Department of Water Resources
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Olivia Virgadamo
 olivia.virgadamo@water.ca.gov
 Supervising Engineer
 Department of Water Resources
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events

Tasmin Eusuff
Tasmin.Eusuff@water.ca.gov
Department of Water Resources
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 3/23/2021 2:43:41 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 3/23/2021 2:08:04 PM |
| Certified Delivered | Security Checked | 3/23/2021 2:43:03 PM |
| Signing Complete | Security Checked | 3/23/2021 2:43:39 PM |
| Completed | Security Checked | 3/23/2021 2:43:41 PM |

Payment Events**Status****Timestamps**



State Water Resources Control Board

March 22, 2021

ONGOING DRY CONDITIONS IN MOST CALIFORNIA WATERSHEDS – PREPARE FOR DROUGHT IMPACTS STATEWIDE

After two years of low precipitation, the U.S. Drought Monitor now reports that 95 percent of California is experiencing Moderate to Exceptional Drought. Reservoir and groundwater levels are significantly below average, and despite recent storms, snowpack is only 58 percent of average as of March 10, 2021. Continued dry conditions can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users. Hydrologic conditions since 2020 have been very similar to the drought years of 2014 and 2015.

Your early efforts can help minimize the potential impact of water management actions on businesses, homes, farms, and California's public trust resources. Start planning now for potential water supply shortages later this year and identify practical actions you can take to increase drought resilience, such as increasing water conservation measures, reducing irrigated acreage, managing herd size, using innovative irrigation and monitoring technologies, or diversifying your water supply portfolio.

The Division of Water Rights (Division) relies on accurate and timely water use data from you and other diverters to help manage California's water. All diverters must report their annual water use, and many diverters must report diversion metering or measuring data. By accurately reporting your water diversion and use data on time, you fulfill your legal reporting obligation and provide critically important information for managing the state's water resources.

The Division is monitoring the situation closely and plans to engage more frequently with water users if dry conditions continue or worsen. We encourage you to work collaboratively with your community to develop cooperative water management solutions that meet both local and state-level needs.

More information on **Drought Conditions** can be found at: <https://www.drought.gov/drought-status-updates/drought-status-update-california-nevada>

More information about the **Division of Water Rights** can be found at: <https://www.waterboards.ca.gov/waterrights/>

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



Media Release

Continued dry conditions prompt early warning about potential water shortages

Water users urged to reduce and conserve

March 22, 2021

Contact: Ailene Voisin
Ailene.Voisin@waterboards.ca.gov

SACRAMENTO – As dry conditions persist throughout California, the State Water Resources Control Board today mailed early warning notices to approximately 40,000 water right holders, urging them to plan for potential shortages by reducing water use and adopting practical conservation measures.

Reservoir and groundwater levels are significantly below average, and despite recent storms, snowpack is only 63% of average as of March 10. After two years of below average precipitation, officials don't expect the April 1 snow survey to reveal significant improvement in the water supply outlook this year. April 1 is typically the peak of California's snowpack, which, in an average year, provides 30% of the state's water supply. Drought is a recurring feature of the California climate, and what we've learned from our past efforts in previous droughts has improved our drought resilience. We know from experience that early action can help minimize short term drought impacts and improve our ability to withstand multiple dry years in a row.

"Planting crops and other decisions that are dictated by water supply are made early in the year, so early warnings are vital," said Erik Ekdahl, deputy director for the Water Board's Division of Water Rights. "These letters give water users time to prepare and help minimize the impacts of reduced supplies on businesses, farms and homes."

Agricultural water users can implement practical actions now to improve their drought resilience, including reducing irrigated acreage, managing herd size, using innovative irrigation and diversifying water supply portfolios. Urban water users can conserve by putting in drought-resistant landscape, reducing outdoor irrigation and replacing older house fixtures and appliances with more efficient ones.

Additionally, all diverters are legally required to report their annual water use to the State Water Board. Accurate and timely reporting of information is crucial to managing the state's water resources.

In preparing for potential droughts, the State Water Board partners with multiple state, local and federal agencies, including California Department of Water Resources, Fish and Wildlife, the U.S. Bureau of Reclamation, Bureau of Land Management, U.S. Forest



CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 • www.waterboards.ca.gov





Media Release

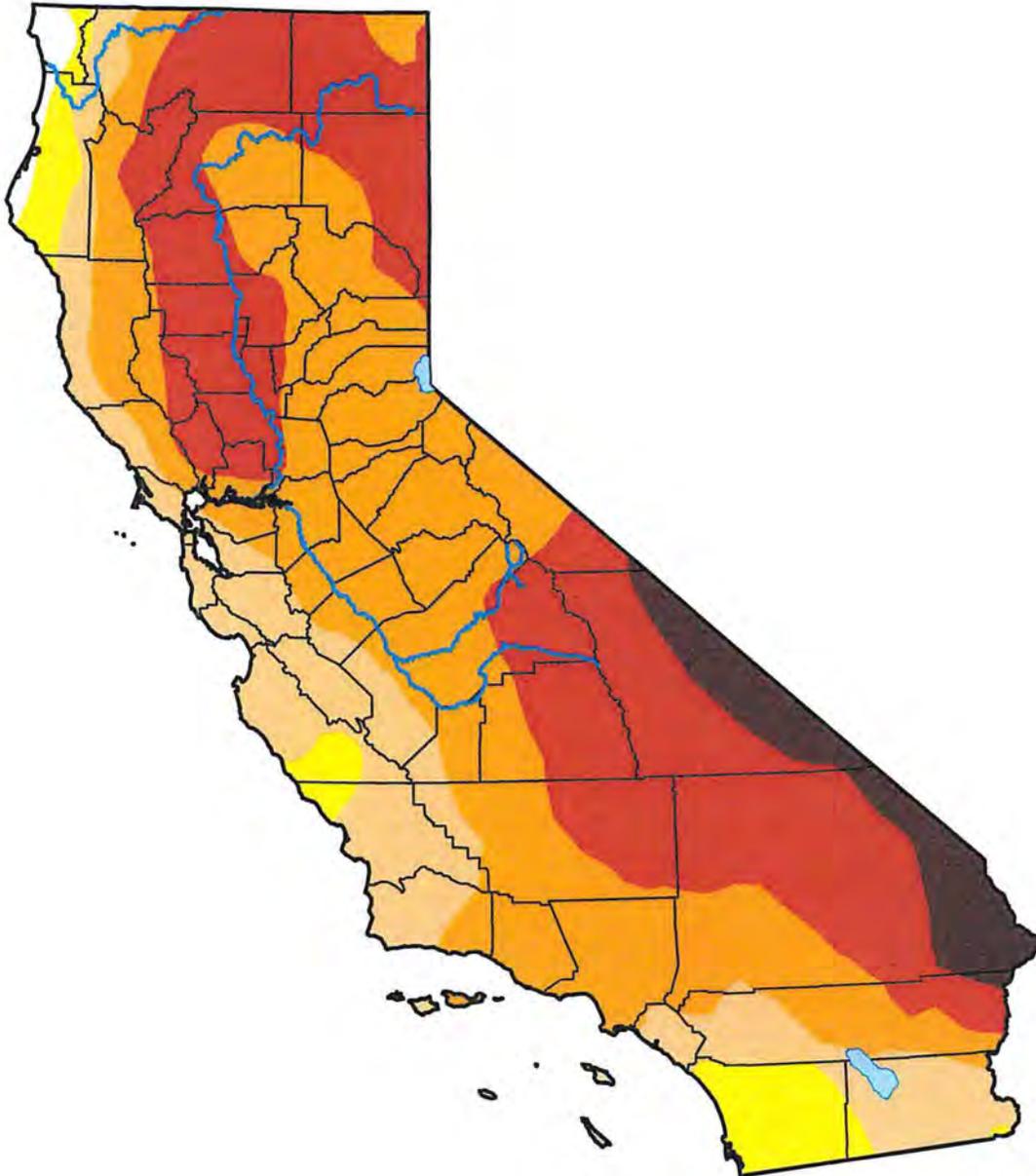
Service, Tribal governments and water management organizations. Staff will continue to coordinate as it monitors the situation and engage more frequently with water users if conditions continue or worsen.

Current drought conditions can be found on the National Integrated Drought Information System website.

The State Water Board's mission is to preserve, enhance and restore the quality of California's water resources and ensure proper allocation and efficient use for the benefit of present and future generations. Please visit California's Water Resilience Portfolio to learn more about how our state is preparing for our future water needs.

U.S. Drought Monitor California

April 13, 2021
(Released Thursday, Apr. 15, 2021)
Valid 8 a.m. EDT



Drought Conditions (Percent Area)

| | None | D0-D4 | D1-D4 | D2-D4 | D3-D4 | D4 |
|----------------------------------------------------|-------|--------|-------|-------|-------|------|
| Current | 0.78 | 99.22 | 94.14 | 76.97 | 38.68 | 5.36 |
| Last Week <i>04-06-2021</i> | 0.77 | 99.23 | 92.65 | 69.68 | 35.42 | 5.36 |
| 3 Months Ago <i>01-12-2021</i> | 0.00 | 100.00 | 95.20 | 79.10 | 39.50 | 1.19 |
| Start of Calendar Year <i>12-29-2020</i> | 0.00 | 100.00 | 95.17 | 74.34 | 33.75 | 1.19 |
| Start of Water Year <i>09-29-2020</i> | 15.35 | 84.65 | 67.65 | 35.62 | 12.74 | 0.00 |
| One Year Ago <i>04-14-2020</i> | 41.80 | 58.20 | 35.70 | 12.83 | 0.00 | 0.00 |

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Deborah Bathke
National Drought Mitigation Center

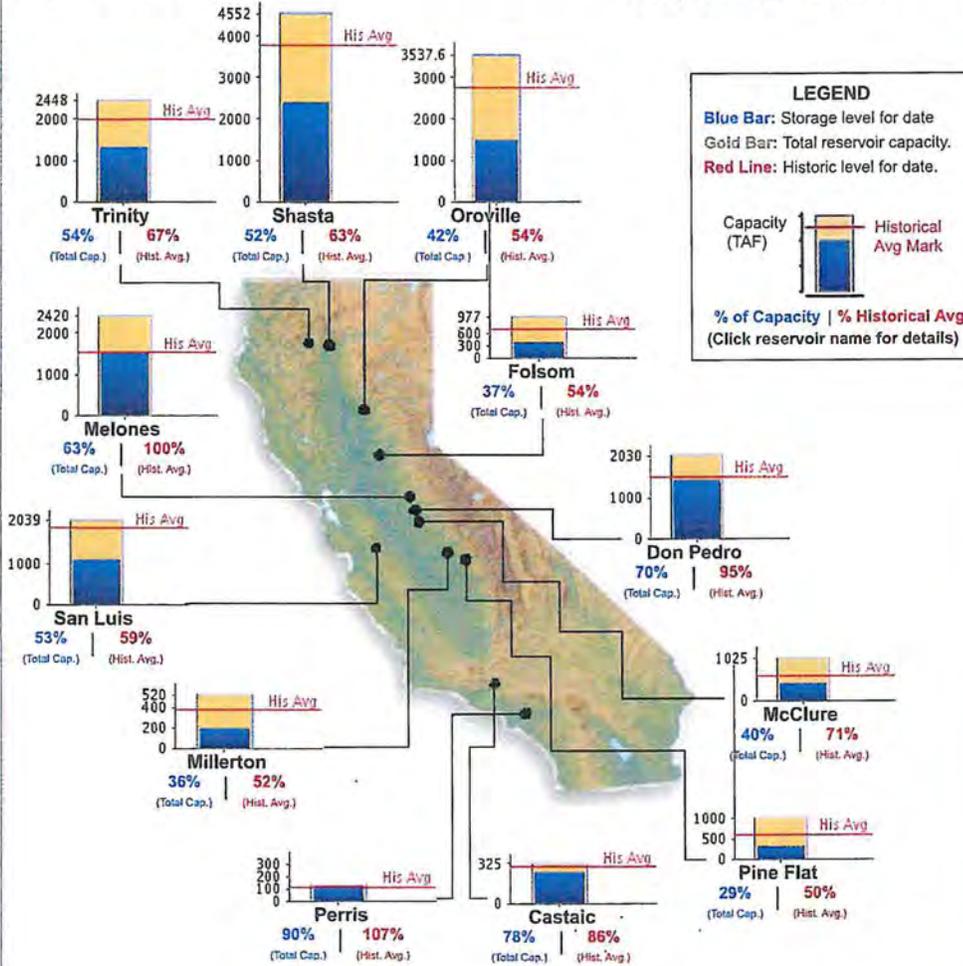


California Data Exchange Center - Reservoirs

CURRENT CONDITIONS FOR MAJOR RESERVOIRS: 14-APR-2021

Data as of Midnight: 14-Apr-2021

Change Date: 14-Apr-2021



[Click for printable version of current data.](#)

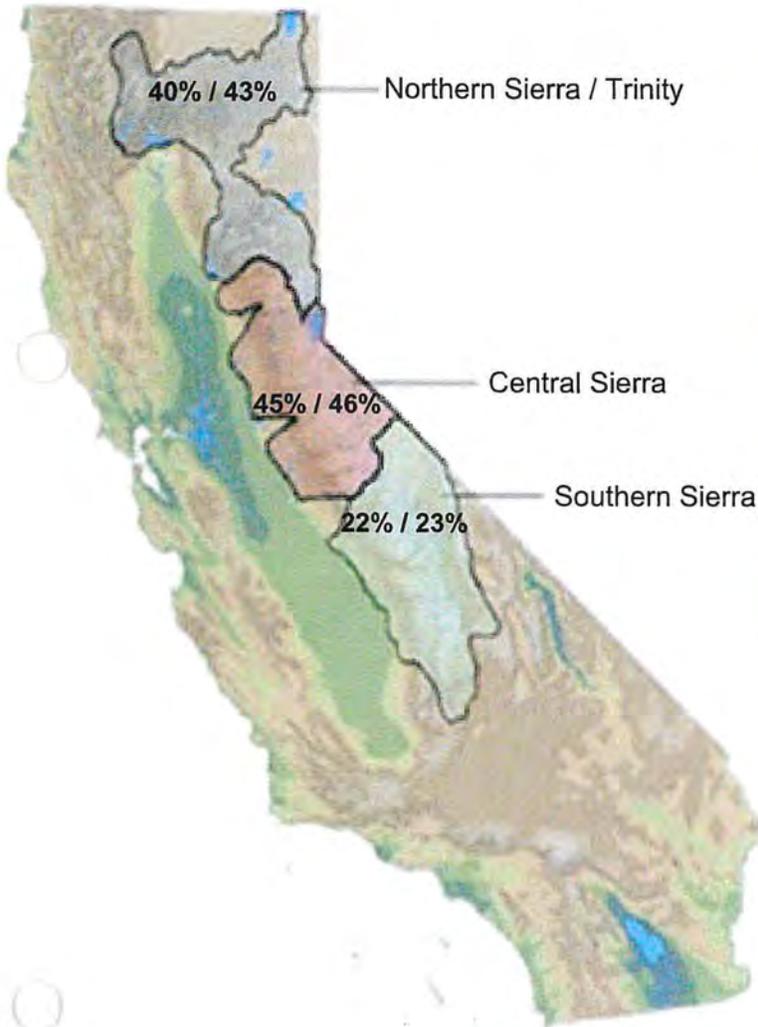
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Statewide Summary of Snow Water Content

Current Regional Snowpack from Automated Snow Sensors

% of April 1 Average / % of Normal for This Date



| NORTH | |
|----------------------------------------|------|
| Data as of April 13, 2021 | |
| Number of Stations Reporting | 31 |
| Average snow water equivalent (Inches) | 11.2 |
| Percent of April 1 Average (%) | 40 |
| Percent of normal for this date (%) | 43 |

| CENTRAL | |
|----------------------------------------|------|
| Data as of April 13, 2021 | |
| Number of Stations Reporting | 41 |
| Average snow water equivalent (Inches) | 13.3 |
| Percent of April 1 Average (%) | 45 |
| Percent of normal for this date (%) | 46 |

| SOUTH | |
|----------------------------------------|-----|
| Data as of April 13, 2021 | |
| Number of Stations Reporting | 24 |
| Average snow water equivalent (Inches) | 5.6 |
| Percent of April 1 Average (%) | 22 |
| Percent of normal for this date (%) | 23 |

| STATE | |
|----------------------------------------|------|
| Data as of April 13, 2021 | |
| Number of Stations Reporting | 96 |
| Average snow water equivalent (Inches) | 10.7 |
| Percent of April 1 Average (%) | 38 |
| Percent of normal for this date (%) | 40 |

Statewide Average: 38% / 40%

Data as of April 13, 2021

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Gov. Gavin Newsom visits the Shaver Lake area to discuss new wildfire prevention efforts on April 8, 2021. (GV Wire/Janez King)

Biden Administration Declares California Drought Disaster. What Is Newsom Waiting For?

Bill McEwen (<https://gvwire.com/author/bmcewen/>) © April 12, 2021

SHARE THIS ARTICLE:

U.S. Agriculture Secretary Tom Vilsack designated 50 California counties as natural disaster areas last month because of the drought.

And, over the weekend, Fresno Congressman Jim Costa said on [KSEE-24's Sunday Morning Matters program](https://www.yourcentralvalley.com/news/top-stories/valley-congressman-costa-urges-newsom-to-declare-a-statewide-water-emergency-after-rejecting-state-lawmakers-request/) (<https://www.yourcentralvalley.com/news/top-stories/valley-congressman-costa-urges-newsom-to-declare-a-statewide-water-emergency-after-rejecting-state-lawmakers-request/>) that Gov. Newsom should declare a statewide emergency because of the dangerously dry conditions.

Vilsack is a Democrat and former Iowa governor who served eight years as President Obama's top farming official. Costa is a Democrat.

Newsom Rejects Request for Emergency Declaration

Yet, Newsom, also a Democrat, last week rejected a request from a bipartisan coalition of state lawmakers from the Valley to declare a statewide drought emergency. State Sen. Andreas Borgeas, a Fresno Republican, is leading the effort to obtain the emergency declaration.

"Drought is a recurring feature of the California climate, and we know from experience that early action improves response. We are in a better place today because of what we have learned from the most recent drought," said Erin Mellon, the governor's spokesperson.

"The Administration is already taking steps to address emerging dry year impacts, and to prepare for additional efforts if dry conditions continue or worsen. The state has met with legislators and stakeholders on this issue many times, and will continue to do so as we monitor the conditions closely. We stand ready to take additional actions if it becomes necessary."

The time for additional action is now, Costa told KSEE-24 news anchor Alexan Balekian.

"Yes, it's an emergency," Costa said, noting that the drought negatively impacts both city residents and the farming industry and heightens the likelihood of devastating wildfires.

Borgeas, who is chair of the state Senate Agriculture Committee, sent a follow-up request for the declaration to Newsom today.

"California farmers need to make decisions now," Borgeas said. "We can't wait until the zenith of the drought to take action. Declaring an emergency will allow state agencies to cut through red tape and deliver more water to Valley farms. We can't afford to wait any longer."

Worst Western Drought Ever Ahead?

With the western United States in a longstanding megadrought, some scientists say the region is teetering on permanent drought (<https://www.cbsnews.com/news/drought-western-united-states-modern-history/>). There also are predictions that 2021 will produce the worst western drought in modern history.

On Thursday, at Shaver Lake, the site of last year's Creek Fire, Newsom and legislative leaders did announce budgeting \$536 million (<https://gvwire.com/2021/04/08/newsom-lawmakers-agree-on-536-million-forest-fire-prevention-plan/>) for wildfire mitigation and forest management projects.

Newsom also used the occasion to challenge climate change deniers.

"You don't believe in climate change? You don't believe in science? You believe your own damn eyes. Something is happening as it relates to the issue of climate, and that's exacerbating conditions and making the challenge of wildfire suppression and prevention that much more ominous," Newsom said.

Vilsack's disaster declaration opens the door for farmers to apply for federal emergency loans.

Read Ag Secretary's Letter to Newsom



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WATER & DROUGHT

California, get ready for water cutbacks. Cities, farms receive grim warning about supply

BY DALE KASLER

MARCH 23, 2021 01:19 PM, UPDATED MARCH 23, 2021 04:24 PM



Department of Water Resources official conduct a snow survey in early March 2021. State and federal officials issued bleak warnings March 23, 2021 about California's summer water supplies. BY DWR | [DAVID CARACCIO](#)



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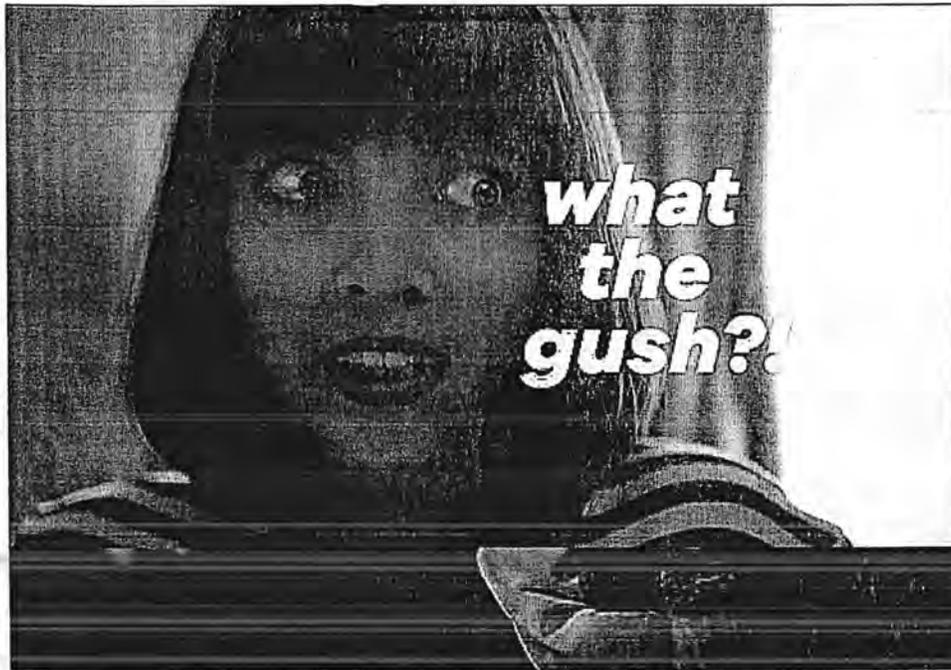
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The rainy season is nearly over, there's been no "March miracle" and the possibility of parched lawns and fallowed farm fields is growing.

State and federal officials issued remarkably bleak warnings Tuesday about California's summer water supplies, telling farmers and others to gear up for potential shortages.

The Department of Water Resources, in a rare turnabout, actually lowered its forecast of the deliveries it expects to make to the cities and farms that belong to the State Water Project. In its new forecast, the agency said its customers can expect just 5% of contracted supplies. In December the expected allocation was set at 10%.

TOP ARTICLES



The U.S. Bureau of Reclamation, which supplies water mainly to farmers through the Central Valley Project, said that due to worsening hydrological conditions, the 5% water allocation promised to its customers south of the Sacramento-San Joaquin Delta "is not available for delivery until further notice."

While stopping short of officially declaring a drought — a task reserved for Gov. Gavin Newsom — the announcements served notice that California is almost certainly heading into one. The Department of Water Resources said it filed a revised "drought contingency plan" with the Department of Fish and Wildlife; the document will serve as a kind of road map for managing water supplies and monitoring impacts on endangered species.

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“Californians — we know drought, we know how to manage it,” Karla Nemeth, director of the Department of Water Resources, said in an interview. “This is going to test us. We do have the tools that we need.”

She said an official drought declaration is still likely a year away, depending on how much it rains and snows next winter, but already “we’ve had a few conversations about that.” Even without a declaration, state officials want “to start troubleshooting and reaching out to communities so they don’t run into ... water supply emergencies,” she said.

The signs of drought are many.

Rain and snow have been well below average, and the state’s network of reservoirs are holding less water than usual. The U.S. Drought Monitor, a weekly snapshot created by the federal government, shows that drought conditions have enveloped 91% of California’s landmass; more than a third of the state is in “extreme” or “exceptional” drought.

U.S. Drought Monitor California

March 16, 2021
(Released Thursday, Mar. 18, 2021)
Valid 8 a.m. EDT



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Brad Pugh
CPC/NOAA



droughtmonitor.unl.edu

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Today's top headlines

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Meanwhile, the State Water Resources Control Board announced late Monday that it had mailed early warning notices to 40,000 farmers, municipal officials and others, telling them to prepare for potential shortages.

“Start planning now for potential water supply shortages later this year and identify practical actions you can take to increase drought resilience, such as increasing water conservation measures, reducing irrigated acreage, managing herd size, using innovative irrigation and monitoring technologies, or diversifying your water supply portfolio,” the letter read in part.

Joaquin Esquivel, chairman of the water board, said the letters are intended to notify water-rights holders that their legal rights to pull water from rivers and streams could be limited.

“It’s the reality that conditions are so dry that curtailment is a possibility and we’re wanting everybody to be on notice,” he said.

Esquivel said a drought-emergency declaration by the governor would make it easier to curtail users’ water rights, but curtailment can occur even before the governor acts. In the last drought, some water districts sued the state to protect their water rights, although the state was still able to use curtailment orders to keep millions of gallons of water in the rivers.



Water shortages would affect rural and urban Californians alike. Notably, 19 million urban Southern Californians depend on the State Water Project for roughly a quarter of their annual supply.

“The state’s deteriorating water supply conditions reinforce the need to maintain the lower water use we have seen among Southern Californians since the last drought,” Jeff Kightlinger, general manager of the Metropolitan Water District of Southern California, said in a prepared statement.

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During the last drought, considered among the worst in recorded history, farmers idled millions of acres of land while most urban Californians were ordered to limit their lawn watering. Former Gov. Jerry Brown declared an end to that drought in spring 2017, following one of the wettest winters ever.

This year California is enduring its second consecutive dry winter. The Sierra Nevada snowpack — whose spring melt is ordinarily crucial to replenishing the state's major rivers and reservoirs — is 37% thinner than normal for this time of year. Shasta Lake, the state's largest reservoir, is one-third emptier than usual for this date, while Lake Oroville is about half as full as it should be.

Rainfall has been about half what it should be in Northern California, and the handful of light storms in recent weeks hasn't helped much. Sacramento, for instance, has received just 1.29 inches of rain this month; the average is 3.02 inches. For the most part, rain and snow stop falling around April 1.

The meager water projections are especially troubling in California's \$50 billion-a-year agricultural industry, which supplies 100% of the nation's processing tomatoes, 88% of its strawberries and 57% of its peaches — to name a few commodities that rely largely on the state's farmers.

U.S. Agriculture Secretary Tom Vilsack, in a letter to Gov. Gavin Newsom, recently declared 50 counties as natural disaster areas due to drought, making farmers eligible for emergency loans and other assistance. Farmers in neighboring counties also are eligible, Vilsack said, meaning farmers in all 58 counties can receive the aid.

The San Joaquin Valley, the heart of California agriculture, is especially on edge. Valley farmers rely on Central Valley Project deliveries that are pumped through the Delta — the fragile estuary whose declining fish populations mean that pumping operations often get scaled back.

In a dry year, the Delta bottleneck can make a bad year even worse, and now the Bureau of Reclamation has put its 5% allocation on hold to south-of-Delta customers.

"We're bracing for some hard times," said Joe Del Bosque, a prominent melon and almond grower in western Fresno and Merced counties.

If water allocations don't improve, "it's going to be very dire," he said. "It reverberates through the whole Valley." Del Bosque said he's worried about having enough water to plant the organic cantaloupes and other melons he sells to Safeway, Whole Foods and other grocers.

"Also it's important to keep our people working," Del Bosque said.

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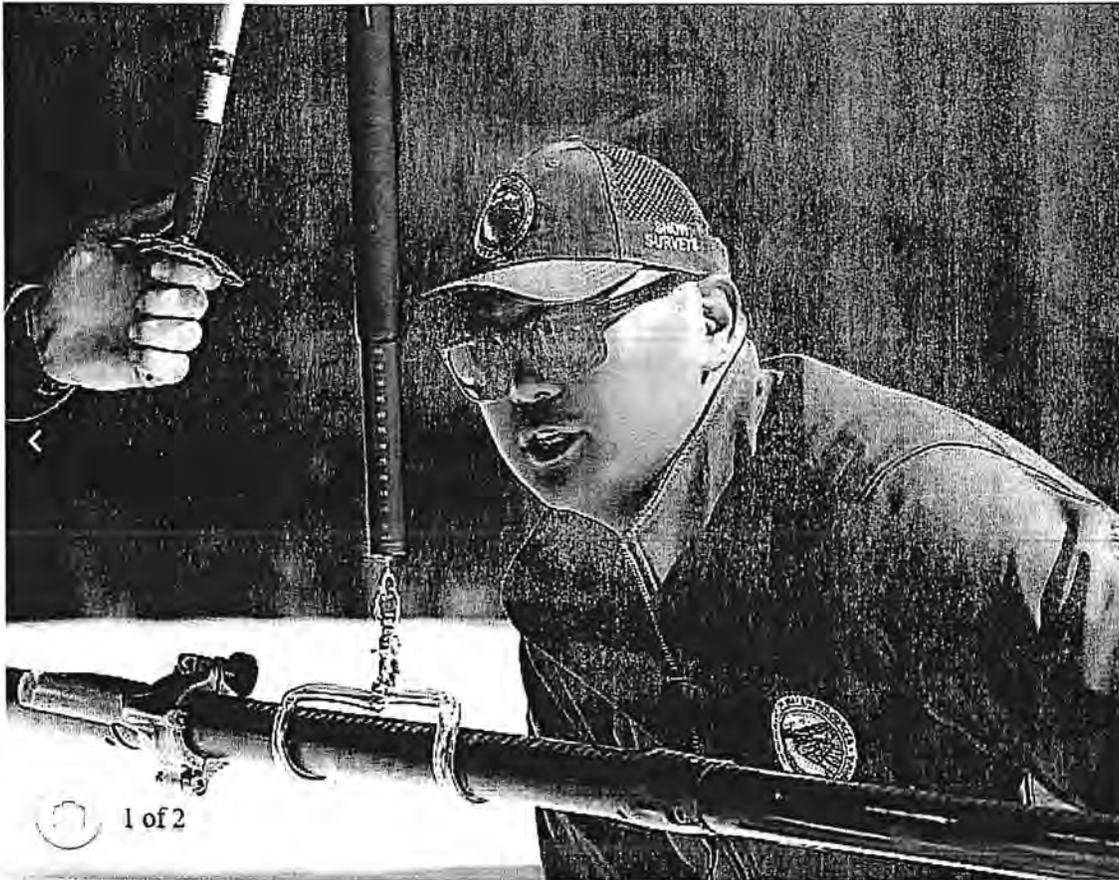
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Sean de Guzman, chief of snow surveys for the California Department of Water Resources, checks the weight of the snowpack in February. State and federal officials issued remarkably bleak warnings Tuesday about California's summer water supplies, telling farmers and others to gear up for potential shortages. RICH PEDRONCELLI AP



DALE KASLER




 916-321-1066

Dale Kasler covers climate change, the environment, economics and the convoluted world of California water. He also covers major enterprise stories for McClatchy's Western newspapers. He joined The Bee in 1996 from the Des Moines Register and graduated from Northwestern University.

COMMENTS

Hello reader, our comment section is currently disabled. We still want to hear from you, so please leave your thoughts here, or submit a letter to the editor.



TRENDING STORIES

Expect delays: The biggest freeway reconstruction in Sacramento history is about to begin

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UPDATED MARCH 23, 2021 09:38 AM



Klamath Project

aerial view

KLAMATH FALLS, Ore. — Today, the Bureau of Reclamation released the Klamath Project 2021 Temporary Operations Plan, which was developed in response to consecutive years of drought conditions in the Klamath Basin, including the lowest historical inflows on record into Upper Klamath Lake this year.

Reclamation also announced \$15 million in immediate aid to the Klamath Project through the Klamath Project Drought Relief Agency, an additional \$3 million in technical assistance to Tribes for ecosystem activities in the basin, as well as funding for groundwater monitoring in the basin. These efforts supplement additional funding provided by other Department of the Interior bureaus and is consistent with the activities outlined in the April 8 joint Secretary of the Interior and Secretary of Agriculture statement relating to drought.

"This water year is unlike anything the Project has ever seen," **said Reclamation Deputy Commissioner Camille Calimlim Touton.** "We will continue to monitor the hydrology and look for opportunities for operational flexibility, provide assistance to Project water users and the Tribes, and keep an open dialogue with our stakeholders, the states, and across the federal government to get through this water year together."

Reclamation solicited technical feedback from Tribes, the water user community, and other interested stakeholders in February. Input from these basin stakeholders was considered and incorporated into the 2021 Temporary Operations Plan through a process that involved the U.S.

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Fish and Wildlife Service (Service) and National Oceanic and Atmospheric Administration (NOAA) Fisheries, consistent with provisions in the applicable Biological Opinions.

Based on the Natural Resources Conservation Service's April 1, 2021 forecast for Water Year 2021 inflows to Upper Klamath Lake and the provisions of the 2021 Temporary Operations Plan, Reclamation is making an initial minimum Project allocation of 33,000 acre-feet. Project supply from Upper Klamath Lake will become available to charge Klamath Project canals and allow for limited irrigation no earlier than May 15. Remaining Project deliveries will begin no earlier than June 1.

Supplemental to the 33,000 acre-feet minimum initial allocation, Reclamation will operate Upper Klamath Lake to maintain the lake at or above a minimum annual elevation of 4,138.3 feet, whereby additional Project water may be available. Reclamation will monitor and adjust available supplies on at least a semi-monthly basis to assure compliance with this elevation target and other provisions of the 2021 Temporary Operations Plan. Any unauthorized releases of water for the Project that occur prior to May 15 will result in reductions to Project allocations in the 2021 Temporary Operations Plan.

The 2021 Temporary Operations Plan recognizes that the current drought conditions have produced insufficient water supplies available to meet the competing demands for water in the basin necessary to maintain water in Upper Klamath Lake for endangered C'waam (Lost River sucker) and Koptu (shortnose sucker) and to provide extensive spring flushing flows in the Klamath River for the Naypooie/A'ama (fall run Chinook salmon and threatened Southern Oregon Northern California Coast fall run Coho salmon), as specified in separate Biological Opinions from the Service and NMFS.

The plan provides guidelines for Reclamation to adaptively manage Project operations this spring to maintain certain levels of water in Upper Klamath Lake and preserve options for a flushing flow of water in the river. Under the 2021 Temporary Operations Plan, Reclamation will maintain certain river flows for salmon through September 2021.

The Klamath Project 2021 Water Operations Plan is available at <https://www.usbr.gov/mp/kbao/>. For additional information or assistance accessing the documents, contact the Klamath Basin Area Office at 541-883-6935.

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BREAKING

TOP STORY

Klamath Project to receive historically low water allocation

By GEORGE PLAIVEN Capital Press

Apr 14, 2021



Water flows from Upper Klamath Lake into the A Canal, part of the Klamath Project. Most farmers within the project will be allocated far less water than they received last year.

George Plaven/Capital Press File

KLAMATH FALLS, Ore. — The U.S. Bureau of Reclamation delivered a gut-punch to Klamath Project irrigators Wednesday, announcing a historically low water allocation as the basin struggles with extreme drought.

Farms and ranches in the Project will receive an initial allocation of just 33,000 acre-feet — the lowest total since the shutdown of 2001 and barely 8% of historical demand.

That is dramatically lower than the bureau's original estimate of 130,000 acre-feet based on hydrological conditions at the beginning of March. Since then, snowpack in the Klamath Basin has dropped to 72% of normal for the water year dating back to Oct. 1, and precipitation is just 67% of normal.

The Klamath Project provides irrigation for 230,000 acres of farmland in Southern Oregon and Northern California.

Camille Touton, deputy commissioner for the Bureau of Reclamation, said this water year is unlike anything the Project has ever seen.

"We will continue to monitor the hydrology and look for opportunities for operational flexibility, provide assistance to Klamath Project water users and the tribes, and keep an open dialogue with our stakeholders, the states, and across the federal government to get through this water year together," Touton said.

Initial water supplies from Upper Klamath Lake will be available to recharge Project canals and provide for some limited irrigation no earlier than May 15. Remaining water will be delivered no earlier than June 1, jeopardizing full production of crops such as potatoes, alfalfa, mint, horseradish and garlic.

The bureau will maintain Upper Klamath Lake at or above a minimum elevation of 4,138.3 feet, "whereby additional project water may be available," according to the bureau.

Reclamation will monitor and adjust available water on at least a semi-monthly basis.

Officials also announced \$15 million in immediate aid to the Klamath Project through the Klamath Project Drought Relief Agency, which provides funding for drought relief programs including groundwater pumping and land idling.

An additional \$3 million will go to the tribes for ecosystem activities aimed at protecting endangered fish, as well as monitoring groundwater levels throughout the basin.

Oregon Sens. Ron Wyden and Jeff Merkley, as well as Rep. Cliff Bentz, announced the emergency funding in a joint statement.

"Although there is still much more work to be done, these funds are important to providing an increased level of immediate relief to farmers," said Bentz, Oregon's only congressional Republican whose district includes the Klamath Basin.

On April 12, USDA Secretary Tom Vilsack also approved a drought declaration for Klamath, Coos, Curry, Jackson, Josephine, Douglas and Lane Counties. Producers in those counties will be eligible for additional emergency relief from the Farm Service Agency.

Under Reclamation's temporary operations plan for the Klamath Project in 2021, it recognizes there is not enough water available to meet competing demands for farms and fish.

The plan provides guidelines for Reclamation to adaptively manage Project operations this spring to maintain certain levels of water in Upper Klamath Lake for Lost River and shortnose suckers, as well as preserve options for flushing flows downstream for salmon in the lower Klamath River.

Reclamation says it will maintain certain river flows for salmon through September 2021.

While the news was widely expected, it is no less devastating to the basin's agricultural community. The Klamath Water Users Association and irrigation districts held an operations meeting Wednesday morning to discuss their plans going forward with patrons who stand to see their fields run dry.

In a statement, KWUA President Ben DuVal said farms, rural communities and wildlife are going to suffer "beyond imagination."

DuVal said the bureau's strategy of allocating more water previously used for irrigation to protect fish is flawed. In past drought years, irrigation diversions were more than 400,000 acre-feet with no detrimental effects to fish species being identified, he said.

"It hasn't worked in 25 years," said DuVal, who farms in Tulelake, Calif. "It won't work this year. All it will do is create another dust bowl, destroy our farming communities and decimate our wildlife."

Paul Simmons, KWUA executive director, said the association is working to minimize the impacts on the irrigation community.

"A long-term solution that guarantees a sustainable irrigation supply is the only course of action that provides a future for the Klamath Basin," Simmons said.

George Plaven

Reporter

I cover issues affecting Oregon agriculture. Have a news tip? Let me know!

Paeter Garcia

From: Lisa F. Watkins <lfw@ccwa.com>
Sent: Wednesday, March 24, 2021 3:50 PM
To: Lisa F. Watkins
Cc: Ray Stokes; Stephanie Hastings; John L. Brady
Subject: Calendar Year 2021 Supplemental Water Purchase Program
Attachments: 48049_1 Delivery Status Report as of 3-24-21.xlsx

Importance: High

In light of DWR's decrease in the 2021 delivery allocation percentage yesterday from 10% to 5%, there may be a need to acquire supplemental water for CCWA participants in 2021. Therefore, if your agency is interested in acquiring additional water supplies for 2021, please let me know no later than Wednesday, March 31, 2021. This does not have to be a binding decision, but just to give me an idea of what the needs are.

As you're aware, Santa Barbara County has not yet executed Amendment #21 to the SWP Contract, the water management amendment. I made a few informal inquiries to two of the agencies that provided water to CCWA during the drought through exchanges: AVEK and Mojave. Both stated they will not be doing exchanges because they will be focused on sales (transfers) only. That's primarily because exchanges, even under the water management amendment are much more restrictive than transfers (i.e., there's a cap on the amount of money the exchanger can receive whereas transfers have no such compensation cap.)

I'm hopeful we will be successful in getting the County to sign the water management amendment soon which would then enable us to be able to purchase additional water supplies to meet the needs in 2021.

If any CCWA participant receiving this email has excess water either in storage in San Luis Reservoir, or through your current 2021 allocation, and is willing to sell that water, please let me know. I have already received one inquiry about the need for 400 AF this year.

I have attached a copy of the later delivery allocation spreadsheet showing each agency's water supply with the 5% allocation.

If you have any questions, please let me know. Also, please remember to respond to this email by March 31st to give me a preliminary indication of your needs in 2021.

Ray A Stokes
Executive Director
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Cell: 805-698-5923

Lisa Watkins
Office Manager
lfw@ccwa.com
805/697-5219

Paeter Garcia

From: Ray Stokes <RAS@ccwa.com>
Sent: Tuesday, April 6, 2021 2:12 PM
To: 'Mike Alvarado'; 'Matt van der Linden'; Paeter Garcia; Xenia Bradford
Cc: Ray Stokes; Stephanie Hastings; Lisa F. Watkins; Lisa M Long; John L. Brady
Subject: CCWA 2021 Supplemental Water Purchase Program Purchase Opportunity
Attachments: 2021.02.26 SWC 2021 Dry Year Water Transfer Agreement - Final-c1.pdf; 2021 DYTP General Term Sheet_(Buyers Counterproposal 4-6-21).docx; 2021 Supplemental Water Purchase Program Statement of Intent (FORM).docx; 2021 Supplemental Water Purchase Program Binding Agreement (FORM).docx

Importance: High

La Cumbre Mutual Water Company
City of Solvang (via Santa Ynez RWCDID#1)

Both of your agencies have expressed a need for additional water supplies for 2021 under the CCWA Supplemental Water Purchase Program (SWPP). I have already received the SWPP Participation Agreement from La Cumbre and am awaiting the Participation Agreement from Solvang.

Pursuant to the SWPP agreements, I am presenting to you a SWPP purchase opportunity. **IMPORTANT:** Time is of the essence on this opportunity and so all documentation and funds must be returned to CCWA no later than this Friday, April 9, 2021 at 12:00 noon.

Attached to this email, please find the following:

1. "2021 SWC Dry Year Water Transfer Agreement" This is the agreement that CCWA will execute on behalf of both your agencies should you both decide to pursue water under the SWC DYTP. Even though CCWA is executing the agreement, your respective agencies will be responsible for all aspects of terms in the agreement, so please read this carefully. Also, note, that in order to participate in this program we must transmit \$5/AF of water requested to cover the SWC administrative fees for the program along with the executed agreement. Again, you do not complete this agreement, CCWA does; but you are bound by its obligations.
2. "2021 DYTP General Term Sheet (Buyers Counterproposal 4-6-21)" This represents the proposal from SWC to the various sellers. This HAS NOT been accepted by the sellers yet. Note that the estimated deposit shown below is based on these terms. Should the amount increase from what is proposed in this term sheet, you will need to send additional funds.
3. "CCWA SWPP Statement of Intent" – This is a form required under the SWPP providing your intention to participate in the proposed purchase opportunity.
4. "2021 Supplemental Water Purchase Program Binding Agreement"-This is a form required under the SWPP agreement to purchase water under the proposed purchase opportunity.

If after reviewing all these documents you wish to pursue water under the SWC DYTP, please do all of the following no later than 12:00 noon on this Friday, April 9, 2021:

1. Complete the CCWA SWPP Statement of Intent indicating how much water you want to purchase under the SWC DYTP.
2. Complete the CCWA SWPP Binding Agreement to Purchase.
3. Forward both completed documents to Lisa Watkins in our office who will coordinate on getting both documents executed by CCWA and returning a copy to you.

4. Wire the following amounts to CCWA (if you need wiring instructions, Lisa Long in our office can assist with that):

| | City of Solvang | La Cumbre |
|-------------------------------------------------|-------------------|-------------|
| SWPP AF Request | 400 | |
| SWC DYTP \$5/AF Admin Fee | \$ 2,000 | \$ |
| CCWA Est. of Admin Costs (\$5/AF) | \$ 2,000 | \$ |
| DWC DYTP Est. Cost-Proposed Purchase (\$600/AF) | \$ 240,000 | \$ 3 |
| Total Deposit Due to CCWA | \$ 244,000 | \$ 3 |

Note: Any deposit amounts not used when the transaction is completed will be returned to you.

If you have any questions, please let me know.

Ray A Stokes
 Executive Director
 Central Coast Water Authority
 255 Industrial Way
 Buellton, CA 93427
 Cell: 805-698-5923

SWC 2021 Dry Year Transfer Program (DYTP)
TERMS AND CONDITIONS
[April 6, 2021 Buyers' Counterproposal]

1. **Water Purchase Payment** – Subject to approval of the Parties' governing bodies, and State Water Resources Control Board (SWRCB) or CEQA permit completion (where applicable), Buyers will pay Seller a total purchase payment of \$600 for each acre-foot of groundwater substitution or reservoir reoperation transfer supplies that Department of Water Resources (DWR) determines is transferrable in accordance with the Draft Technical Information for Water Transfers in 2021.

2. **Invoicing** – Seller shall invoice Buyers for 50% of the final quantity Seller offers on or before May 30, 2021; 40% of the final water quantity offered by Seller on or before July 31, 2021; and 10% of the final water quantity offered by Seller after DWR has confirmed the final water quantity delivered by Seller at the Point of Delivery. Buyers shall pay such invoices within 30 days of Buyers' receipt of the invoice.

3. **Seller Administrative & Litigation Cost Coverage**
 - a. **CEQA-SWRCB/Administration** - Seller will be responsible for preparing necessary CEQA and SWRCB documentation. Upon execution of the Buyer-Seller agreement, Buyers will reimburse Seller's reasonable and documented out-of-pocket administrative expenses, subject to the limitations below, specifically for DYTP transfers in 2021. These expenses may include, but are not limited to legal, environmental, and engineering consultants' fees and expenses incurred by Seller for developing and administering mitigation and monitoring programs for groundwater substitution transfer, and preparing, negotiating, administering, implementing, supporting, and obtaining any necessary approvals for the proposed transfer, regardless of whether water is transferred, unless the Seller fails to provide any water after the Buyers provide notification to purchase water in paragraphs 4 and 5. Subject to the foregoing and except as set forth in paragraph 11, Seller shall be entitled to this reimbursement for such costs incurred after February 2, 2021. Except as set forth in paragraphs 3(b)(ii) and 11, the maximum amount that Sellers will be reimbursed for their out-of-pocket CEQA-SWRCB/Administration expenses is \$75,000 for actual net deliveries (before carriage losses) greater than 10,000 acre-feet \$37,500 for transfers with actual net deliveries of actual net deliveries between 9,999 acre-feet and 5,000 acre-feet; and \$25,000 for actual net deliveries between 4,999 acre-feet and 1,000 acre-feet.
 - b. **Litigation** – If a third party files a petition with the SWRCB or with a court challenging the proposed 2021 water transfer, Seller and Buyers will promptly meet and confer to perform a risk assessment of the challenge, and cooperate in good faith to determine whether to terminate the agreement due to the challenge. If such a challenge is pending as of April 19, 2021, either party may elect to

terminate the agreement due to any such challenge. If either party elects to terminate the agreement prior to April 19, 2021, the Buyers shall still be obligated to pay for the CEQA-SWRCB/Administration Payment to the extent provided in paragraph 3(a). If such a challenge is initiated after April 19, 2021, Seller and Buyers will promptly meet and confer to assess the risk of the challenge, but termination of the agreement may only occur through agreement of both Buyers and Seller. If both Buyers and Seller elect to terminate the agreement after April 19, 2021, the Buyers shall still be obligated to pay for the CEQA-SWRCB/Administration Payment to the extent provided in paragraph 3(a); the EIR surcharge for certain Sellers set forth in paragraph 11; for all of the water transferred to Buyers prior to such termination; and for any litigation expenses in having the challenge dismissed or otherwise resolved. Seller will take all necessary and appropriate actions to defend the transfer on behalf of Buyers and Seller. Except as set forth in paragraph 3(b)(ii), Buyers will reimburse 100% of Seller's actual out-of-pocket expenses incurred in defending the proposed 2021 water transfer. Buyers shall cooperate in defending the litigation as requested by Seller.

- (i) Subject to paragraph 3(b)(ii), Buyers shall bear their own costs of the proceeding and shall pay any remedial award associated therewith, whether levied against Buyers or Seller.
- (ii) As to claims solely challenging Seller's conduct within Seller's service area or above the point of delivery for Seller, and excepting claims governed by paragraph 3(b)(i), Seller shall have primary responsibility for defending such claims on behalf of both Seller and Buyers, and Buyers shall participate in defending against such claims to the extent each Buyer deems necessary or appropriate, in Buyers' sole discretion. Buyers shall bear their own fees and costs of defending against such claims. Except as provided in paragraph 3(a), Seller shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith.

c. **Invoicing** – Seller shall invoice Buyers for CEQA/Administration expenses (supported by invoices and documentation) after all transfer water has been made available and Buyer shall pay such invoices within 30 days of Buyer's receipt of the invoice.

4. **Crop Idling Transfers** – Seller will notify Buyers and DWR of the amount of water offered by April 13, 2021. Buyers will notify Seller if Buyers want to purchase the water on or before 5:00 p.m. on April 19, 2021. Until either Buyers notify Seller or April 19, 2021, whichever occurs first, Seller may in its sole discretion reduce the amount of transfer water it wishes to make available, down to 0 acre-feet. If Buyers purchase the water, Buyers will have a "take or pay" obligation for the water, and Buyers may not elect to order or pay for less than the amount specified in the notice to Seller.

5. **Groundwater Substitution or Reservoir Reoperation Transfers** - Seller will notify

Buyers and DWR of the amount of water offered by April 13, 2021. Buyers will notify Seller if Buyers want to purchase the water on or before 5:00 p.m. on April 30, 2021. For groundwater substitution transfers, if Buyers purchase the water and delivery has started, Buyers may suspend or terminate (with a 72-hour notice) the groundwater pumping due to limitations on the ability to divert/deliver and/or use groundwater substitution water. Groundwater substitution transfers will be subject to 13% depletion losses or the amount of depletion losses established in DWR/USBR's latest water transfer guidelines or as accepted by DWR based on site specific past transfers or aquifer analysis. The Parties' agreement as to depletion losses associated with 2021 groundwater substitution transfers will in no respect be binding on or a precedent for the Seller as to future groundwater substitution transfers. Buyers' payment to Seller will be based on the amount of water Seller makes available after the aforementioned depletion losses are applied.

6. **Shortage Provisions Protection** – In the event a Seller's supply is reduced or curtailed, Seller will meet and confer with Buyers, but Seller will reserve the right in its sole and absolute discretion to terminate the 2021 water transfer agreement. However, the obligations set forth in paragraphs 3(a), 3(b), 3(c), and 11 will still apply.
7. **Refunds** - In the event Seller fails to provide the amount of water purchased in paragraph 1, subject to any reductions in paragraph 6, Seller will promptly refund to Buyers any payments made for purchased water not provided by Seller. Any refunds shall include interest at the Local Agency Investment Fund rate for the time period the money was held.
8. **Point of Delivery** - The point of delivery for the transfer water will be at the Seller's diversion point(s). Buyers will be responsible for all other losses, including Delta carriage water loss, and expenses associated with transfer water between the Seller's point of delivery and the Buyers' service areas.
9. **Approvals** – Except as provided in paragraph 3(a) with respect to reimbursement of administrative costs and paragraph 11 concerning EIR surcharge, the Parties' performance under the 2021 water transfer agreement will be contingent on the Parties obtaining any necessary approvals. Seller will be responsible for obtaining necessary approvals from DWR, SWRCB, and other relevant government entities for transfer of the water. Buyers will be responsible for obtaining all authorizations for conveyance of the transfer water to each Buyer's place of use. If necessary, approvals are not obtained by April 30, 2021, for transfers pursuant to paragraph 4, and paragraph 5, Seller and Buyers will promptly meet and confer to determine if these dates should be extended.
10. **Mutually Agreeable Off-ramp** – If, after Buyers notify Seller that they want to purchase water pursuant to paragraphs 4 and 5, hydrologic conditions are wetter than

anticipated, resulting in no capacity to convey the transfer supplies through the Delta, Buyers and Seller will meet to determine if there are financial considerations Buyers could provide which would relieve the Seller from making the water transfer supplies available under the 2021 water transfer agreement.

Paeter Garcia

From: Ray Stokes <RAS@ccwa.com>
Sent: Monday, April 12, 2021 11:36 AM
To: 'Mike Alvarado'; 'Matt van der Linden'
Cc: Paeter Garcia; Ray Stokes; Lisa F. Watkins
Subject: FW: 2021 Yuba Accord Water Purchase Agreement: Notice of Water Availability
Attachments: Draft_2021YubaAccordAprilNotice_WaterAvail_20210409.pdf; Draft_2021YubaAccord_InitialWaterAvail_Cost_20210409.pdf; 2021 Supplemental Water Purchase Program Statement of Intent (FORM).docx

CCWA participates in the Yuba Water Purchase Program that allows us to purchase water under the program if water is made available. DWR has sent the attached notice and email indicating there may be water for purchase.

You'll see on the "Initial Water Avail cost" PDF attached, if all SWP contractors participate, CCWA's share of the water would be 813 AF.

If you are interested in participating in this purchase opportunity, please complete the attached "Statement of Intent" and return to me. Put "Yuba Accord Water Purchase" in the "from" line. I must submit the purchase request to DWR no later than April 23rd.

If you have any questions, please let me know.

Ray A Stokes
Executive Director
Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Cell: 805-698-5923

From: Le, Truc@DWR [mailto:Truc.Le@water.ca.gov]
Sent: Friday, April 9, 2021 5:23 PM
To: vpryor@zone7water.com; ssegura@zone7water.com; Flores, Amparo <aflores@zone7water.com>; dchisam@avek.org; Tom Barnes <tbarnes@avek.org>; dmarks@clwa.org; Sarah Fleury <sfleury@scvwa.org>; clawa2@verizon.net; dlangley@yubacity.net; jbarrett@cvwd.org; SKasumovic@cvwd.org; rcheng@cvwd.org; Yvasquez@cvwd.org; ireyburn@cvwd.org; kevin.mcalister@co.kings.ca.us; Sarah.Poots@co.kings.ca.us; Rebecca.Campbell@co.kings.ca.us; couellet@tlbwsd.com; Rhonda.Mann@co.kings.ca.us; jwestra@tlbwsd.com; clawa1@verizon.net; sbaca@dwa.org; mkrause@dwa.org; sjohnson@dwa.org; rbesecker@ppeng.com; dmelville@ppeng.com; scott@lagunaid.com; Bauer, Lauren@KCWA <lbauer@kcwa.com>; hmelton@kcwa.com; TMcCarthy@kcwa.com; jchaisson@lrcid.com; gburroughs@lrcid.com; dreukema@mwdh2o.com; dupadhyay@mwdh2o.com; jkightlinger@mwdh2o.com; Bartlett,Sarah J <SBartlett@mwdh2o.com>; jbodnar@mwdh2o.com; mdoyle@mojavewater.org; chuiner@mojavewater.org; Kevin.Berryhill@countyofnapa.org; Phillip.Miller@countyofnapa.org; ahansen@delpuertowd.org; ddeans@palmdalewater.org; dlamoreaux@palmdalewater.org; pthompsonll@palmdalewater.org; bobt@sbvmwd.com; heatherd@sbvmwd.com; cindys@sbvmwd.com; leckhart@sgpwa.com; TTodd@sgpwa.com; frances.mizuno@sldmwa.org; JGutierrez@WestlandsWater.org; rfreeman@westlandswater.org; mcyoung@cosbpw.net; Lisa M Long <lml@ccwa.com>; Ray Stokes <RAS@ccwa.com>; Cindy Kao <ckao@valleywater.org>; DJacobson@valleywater.org; Mozbilgin@valleywater.org; KJessop@valleywater.org; AndrewGarcia@valleywater.org; Eric Leitertman <ELeitertman@valleywater.org>; T Pate <tpate@scwa2.com>; rsanford@scwa2.com; JBarich@scwa2.com; JWestra@tlbwsd.com; ChantalO@tlbwsd.com; ewarren@tlbwsd.com

Cc: Leahigh, John@DWR <John.Leahigh@water.ca.gov>; Pettit, Tracy@DWR <Tracy.Pettit@water.ca.gov>; Chu, Andy@DWR <Andy.Chu@water.ca.gov>; Yan, Ingdean@DWR <Ingdean.Yan@water.ca.gov>; Curtis.Spencer@water.ca.gov; curt@cespencer.com; Fock, Anna@DWR <Anna.Fock@water.ca.gov>; Dhillon, Devinder@DWR <Devinder.Dhillon@water.ca.gov>; Heiland, Brian@DWR <Brian.Heiland@water.ca.gov>; Wu, Janice@DWR <Janice.Wu@water.ca.gov>; Eusuff, Tasmin@DWR <Tasmin.Eusuff@water.ca.gov>; Tu, Ming-Yen@DWR <Ming-Yen.Tu@water.ca.gov>; Edwards, James@DWR <James.Edwards@water.ca.gov>; Rangchi, Amir@DWR <Amir.Rangchi@water.ca.gov>; Soderlund, Erick@DWR <Erick.Soderlund@water.ca.gov>; Le, Truc@DWR <Truc.Le@water.ca.gov>; Gonzalez-Perez, Jesus@DWR <Jesus.Gonzalez-Perez@water.ca.gov>; Sharma, Salvin@DWR <Salvin.Sharma@water.ca.gov>; Mabrouk, Mahmoud@DWR <Mahmoud.Mabrouk@water.ca.gov>; Jennifer Pierre <jpierre@swc.org>; Eric Chapman <EChapman@swc.org>; Chilmakuri, Chandra@SWC <cchilmakuri@swc.org>; Looper, Sheryl A <slooper@usbr.gov>; Patton, T <tpatton@usbr.gov>; eal@usbr.gov; Stacey Smith <staceysmith@usbr.gov>; White, Kristin N. <knwhite@usbr.gov>

Subject: 2021 Yuba Accord Water Purchase Agreement: Notice of Water Availability

Dear Participating Contractors:

Attached is a Notice of Water Availability under the Yuba Accord Water Purchase Agreement for Component 1, Component 2, Component 3, and Component 4 water. **Please fill out the attached 2021 Yuba Accord Water Request Form and return it to swpwatertransfers@water.ca.gov no later than April 23, 2021.**

Yuba County Water Agency (YWA) expects to release about 144,000 acre-feet of transferable storage component (surface) water through November 30. Participating Contractors are cautioned that there are uncertainties related to spring hydrology, Delta conditions as they affect transferability of water, and operational factors, including export capacity.

The current classification of the Sacramento Valley 40-30-30 Water Supply Index is critical. That classification could change, depending on hydrology before May. The May Bulletin 120 publishes the final Sacramento Valley 40-30-30 Water Supply Index.

Below is the breakdown for each component of the 144,000 AF transferrable surface water (through November 30):

- Component 1 will be the first 60,000 acre-feet.
- Component 2 will be the next 30,000 acre-feet (assuming the water year is critical, 15,000 acre-feet for a dry water year, and 0 for all other water year types).
- Component 3 will be any remaining surface water. For example, assuming YWA releases 144,000 acre-feet of transferable surface water and the year is classified as critical, then Component 3 would be 54,000 acre-feet (144,000 – 60,000 – 30,000).

YWA has indicated that there is unlikely to be Component 4 (C4) groundwater substitution water for water year 2021. Pricing for C4 water has yet to be determined. If C4 water is released, Participating Contractors may request C4 water at this time and will have until May 14 to change their C4 water requests up or down.

A two-page pdf is also attached to illustrate the division of water and tentative pricing assuming a critical year classification if all contractors were to opt in to purchase all components. As usual, DWR will reallocate the water of any contractor that declines any components to the extent there is demand from other contractors.

Please complete and return the 2021 Yuba Accord Water Request Form to swpwatertransfers@water.ca.gov no later than April 23, 2021.

Thank you,
Truc



CALIFORNIA DEPARTMENT OF
WATER RESOURCES

Truc Le, E.I.T.

Engineer, Water Resources
Water Supply and Transfers Section
State Water Project Analysis Office
Department of Water Resources
Phone: 916-704-5971

Notice to State and Federal Water Contractors Participating in the Dry Year Water Purchase Program Pursuant to the Yuba River Accord Water Purchase Agreement

In December 2007, the Department of Water Resources (DWR) entered into a Water Purchase Agreement with the Yuba County Water Agency (YWA) for implementing the Yuba River Accord (Accord) and executed agreements with Participating Contractors for sharing of water available under the Accord. In December 2014, DWR, YWA, and the Participating Contractors amended the Agreement terms, and two additional State Water Project (SWP) contractors became Participating Contractors. In December 2020, DWR, YWA, and the Participating Contractors amended the Agreement terms, and established a pricing structure for the next 5 years.

As a Participating Contractor, you have the right to request water for delivery in 2021 pursuant to your agreement with DWR. **Please indicate your requests for water on the attached form and return the form via email to DWR no later than April 23, 2021. A lack of a response will be interpreted as a desire to relinquish your Agency's share to other Participating SWP Contractors that request more than their pro-rata share.**

Estimated Available Water for 2021

The Sacramento Valley 40-30-30 Water Supply Index is currently classified as "critical." Yuba water availability to the Participating Contractors in 2021 is dependent on the Yuba River indices, and pricing of surface water is dependent on the Sacramento Valley 40-30-30 Water Supply Index that will be published in the May DWR Bulletin 120. That index may change by May, and pricing would then change accordingly. Recent Yuba hydrology estimates indicate that YWA will produce about 144,000 acre-feet of potentially transferable surface water in 2021, providing Component 1 (C1) water, Component 2 (C2), and Component 3 (C3) water. This quantity includes an additional 14,430 AF of stored released transfer water made available from water year 2020.

DWR is allowing the Participating Contractors to submit requests for the components of Yuba water as follows:

Component 1 Water: DWR expects that 60,000 acre-feet of C1 water will be available in 2021, offered at \$447 per acre-foot to the Participating Contractors, due to consecutive dry or critical years; 2020 was a dry year and 2021 is currently classified as critical.

Component 2 Water: Since water year 2021 is currently classified as critical, there will be up to 30,000 acre-feet of C2 water offered at 80% the price of C1 water, or \$358 per acre-foot to the Participating Contractors. If the year becomes dry, the maximum quantity will be up to 15,000 acre-feet, and the price would still be \$358 per acre-foot.

Component 3 Water: Assuming YWA releases 144,000 acre-feet of transferable surface water and the year is classified as critical, the C3 water made available would be 54,000 acre-feet (144,000 - 60,000 - 30,000). C3 water will be offered to the Participating Contractors at \$447 per acre-foot per the consecutive dry or critical year pricing.

Component 4 Water: YWA has indicated that there is unlikely to be Component 4 (C4) groundwater substitution water for water year 2021. Pricing for C4 water has yet to be determined. If C4 water is released, Participating Contractors may request C4 water at this time and will have until May 14 to change their C4 water requests up or down.

Changes

DWR will endeavor to reallocate any Yuba water among Participating Contractors if requested to do so by an agency that later decides it does not need the requested water.

Uncertainties

Contractors are cautioned that there are uncertainties related to spring hydrology, Delta conditions as they affect transferability of water, and operational factors, including export capacity. The ability of DWR to convey contractor transfer water at Banks Pumping Plant (Banks) this coming summer is likely to be sufficient based on the current 5 percent SWP allocation and the current capacity estimates at Banks.

The SWP and CVP operators have not estimated Delta carriage water for 2021.

Contractors are advised that available water quantities under the Agreement may be greater or lesser than this early prediction by DWR. Participating Contractors are urged to request the maximum that they would like to receive under the Accord to allow efficient allocation of any added water that might become available later in the transfer season.

YWA has not indicated if they will pursue a summer third-party sale in 2021.

Participating State and Federal Water Contractors

2021 Yuba Accord Water Request Form

Complete and return this form by fax or email no later than April 24, 2021.

To: Truc Le

E-mail: swpwatertransfers@water.ca.gov

Agency Name _____

You may request either maximum available or select components a-la-carte below, and you can set a maximum limit on total water.

Agency requests the maximum amount of water available, regardless of cost per acre-foot (DWR will allocate low-cost water first as available)

OR

Agency requests water from the components below: enter acre-feet (AF), or place check mark after "Maximum Available". Prices based on consecutive dry or critical classification.

Component 1 Water Requested _____ acre-feet @ \$447/AF or Max. Available

Component 2 Water Requested _____ acre-feet @ \$358/AF or Max. Available

Component 3 Water Requested _____ acre-feet @ \$447/AF or Max. Available

Component 4 Water Requested _____ acre-feet @ \$TBD/AF or Max. Available

ADDITIONAL LIMIT (OPTIONAL)

Maximum amount of water acceptable to Agency: _____ acre-feet. (DWR will not allocate water to your Agency more than this number if there is an entry here.)

Agency desires to relinquish all or part of its water to other participating contractors.

There is no maximum request; you may request more than your Agency's pro-rata share as shown on the attached spreadsheet. DWR will allocate water relinquished by other participating contractors among those with unmet requests in proportion to Table A.

Agency Representative Signature: _____

Title: _____ Date _____, 2021

2021 Preliminary Illustration of Yuba Accord Water Availability for Participating Contractors

Sac Valley 40-30-30 Water Year Type Bull. 120:

| | Critical | Acre-Feet | Cost, \$/AF | Special water pricing in effect due to consecutive dry or critical years |
|-----------------------|-------------|-----------|-------------|--------------------------------------------------------------------------|
| C1 Water Availability | Preliminary | 60,000 | \$447.00 | |
| C2 Water Availability | Preliminary | 30,000 | \$358.00 | |
| C3 Water Availability | Preliminary | 54,000 | \$447.00 | |
| C4 Water Availability | Preliminary | TBD | TBD | |
| Total Water Available | Preliminary | 144,000 | | |

| Participating SWP Contractor | Relative First Rights to Water | | C1 Water Acre-feet | C2 Water Acre-feet | C3 Water Acre-feet | C4 Water Acre-feet | Subtotal Acre-feet |
|-----------------------------------------------------|--------------------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | Participant Table A Acre-feet | Percentage Share | | | | | |
| Metropolitan WDSC | 1,911,500 | 23.73% | 14,242 | 7,119 | 12,817 | - | 34,178 |
| Kern County WA | 982,730 | 12.20% | 7,321 | 3,661 | 6,589 | - | 17,571 |
| Alameda County FC&WCD, Zone 7 | 80,619 | 1.00% | 601 | 300 | 541 | - | 1,442 |
| Antelope Valley-East Kern WA | 144,844 | 1.80% | 1,079 | 540 | 971 | - | 2,590 |
| Santa Clara Valley WA (formerly Castaic Lake WA) | 95,200 | 1.18% | 709 | 355 | 638 | - | 1,702 |
| City of Yuba City | 9,800 | 0.12% | 72 | 36 | 64 | - | 172 |
| Coachella Valley WD | 138,350 | 1.72% | 1,031 | 515 | 928 | - | 2,474 |
| County of Kings | 9,305 | 0.12% | 69 | 35 | 62 | - | 166 |
| Crestline-Lake Arrowhead WA | 5,800 | 0.07% | 43 | 22 | 39 | - | 104 |
| Desert WA | 55,750 | 0.69% | 415 | 208 | 374 | - | 997 |
| Dudley Ridge WD | 41,350 | 0.51% | 308 | 154 | 277 | - | 739 |
| Empire West Side ID | 3,000 | 0.04% | 22 | 11 | 20 | - | 53 |
| Littlerock Creek ID | 2,300 | 0.03% | 17 | 9 | 15 | - | 41 |
| Napa County FC&WCD | 29,025 | 0.36% | 216 | 108 | 195 | - | 519 |
| Oak Flat WD | 5,700 | 0.07% | 42 | 21 | 38 | - | 101 |
| Palmdale WD | 21,300 | 0.26% | 159 | 79 | 143 | - | 381 |
| San Bernardino Valley MWD | 102,600 | 1.27% | 764 | 382 | 688 | - | 1,834 |
| San Geronio Pass WA | 17,300 | 0.21% | 129 | 64 | 116 | - | 309 |
| Santa Clara Valley WD | 100,000 | 1.24% | 745 | 373 | 671 | - | 1,789 |
| Solano County WA | 47,756 | 0.59% | 356 | 178 | 320 | - | 854 |
| Tulare Lake Basin WSD | 87,471 | 1.09% | 652 | 326 | 587 | - | 1,565 |
| Santa Barbara County FC&WCD | 45,486 | 0.56% | 339 | 169 | 305 | - | 813 |
| Mojave WA | 89,800 | 1.12% | 669 | 335 | 602 | - | 1,606 |
| SWP Contractor Totals | 4,026,786 | 50.00% | 30,000 | 15,000 | 27,000 | - | 72,000 |
| Participating Non-SWP Contractor | | | | | | | |
| San Luis & Delta-Mendota Water Authority | | 50.00% | 30,000 | 15,000 | 27,000 | - | 72,000 |
| Grand Totals | | 100.00% | 60,000 | 30,000 | 54,000 | - | 144,000 |

Preliminary

2021 Preliminary Illustration of Yuba Accord Water Costs for Participating Contractors

| | Critical | Acre-Feet | Cost, \$/AF | Special water pricing in effect due to consecutive dry or critical years |
|------------------------------------------------|-------------|-----------|-------------|--------------------------------------------------------------------------|
| Sac Valley 40-30-30 Water Year Type Bull. 120: | | | | |
| C1 Water Availability | Preliminary | 60,000 | \$447.00 | |
| C2 Water Availability | Preliminary | 30,000 | \$358.00 | |
| C3 Water Availability | Preliminary | 54,000 | \$447.00 | |
| C4 Water Availability | Preliminary | TBD | TBD | |
| Total Water Available | Preliminary | 144,000 | | |

| Participating SWP Contractor | Relative First Rights to Water | | Estimated Cost (\$) | | | | Total |
|----------------------------------------------------|--------------------------------|------------------|---------------------|---------------------|---------------------|----------|---------------------|
| | Participant Table A Acre-feet | Percentage Share | C1 Water | C2 Water | C3 Water | C4 Water | |
| Metropolitan WDSC | 1,911,500 | 23.73% | \$6,366,174 | \$2,548,602 | \$5,729,199 | - | \$14,643,975 |
| Kern County WA | 982,730 | 12.20% | \$3,272,487 | \$1,310,638 | \$2,945,283 | - | \$7,528,408 |
| Alameda County FC&WCD, Zone 7 | 80,619 | 1.00% | \$268,647 | \$107,400 | \$241,827 | - | \$617,874 |
| Antelope Valley-East Kern WA | 144,844 | 1.80% | \$482,313 | \$193,320 | \$434,037 | - | \$1,109,670 |
| Santa Clarita Valley WA (formerly Castaic Lake WA) | 95,200 | 1.18% | \$316,923 | \$127,090 | \$285,186 | - | \$729,199 |
| City of Yuba City | 9,600 | 0.12% | \$32,184 | \$12,888 | \$28,608 | - | \$73,680 |
| Coachella Valley WD | 138,350 | 1.72% | \$460,857 | \$184,370 | \$414,816 | - | \$1,060,043 |
| County of Kings | 9,305 | 0.12% | \$30,843 | \$12,530 | \$27,714 | - | \$71,087 |
| Cresline-Lake Arrowhead WA | 5,800 | 0.07% | \$19,221 | \$7,876 | \$17,433 | - | \$44,530 |
| Desert WA | 55,750 | 0.69% | \$185,505 | \$74,464 | \$167,178 | - | \$427,147 |
| Dudley Ridge WD | 41,350 | 0.51% | \$137,676 | \$55,132 | \$123,819 | - | \$316,627 |
| Empire West Side ID | 3,000 | 0.04% | \$9,834 | \$3,938 | \$8,940 | - | \$22,712 |
| Littlerock Creek ID | 2,300 | 0.03% | \$7,599 | \$3,222 | \$6,705 | - | \$17,526 |
| Napa County FC&WCD | 29,025 | 0.36% | \$96,552 | \$38,664 | \$87,165 | - | \$222,381 |
| Oak Flat WD | 5,700 | 0.07% | \$18,774 | \$7,518 | \$16,986 | - | \$43,278 |
| Palmdale WD | 21,300 | 0.26% | \$71,073 | \$28,282 | \$63,921 | - | \$163,276 |
| San Bernardino Valley MWD | 102,600 | 1.27% | \$341,508 | \$136,756 | \$307,536 | - | \$785,800 |
| San Geronimo Pass WA | 17,300 | 0.21% | \$57,663 | \$22,912 | \$51,852 | - | \$132,427 |
| Santa Clara Valley WD | 100,000 | 1.24% | \$333,015 | \$133,534 | \$299,937 | - | \$766,486 |
| Solano County WA | 47,756 | 0.59% | \$159,132 | \$63,724 | \$143,040 | - | \$365,896 |
| Tulare Lake Basin WSD | 87,471 | 1.09% | \$291,444 | \$116,708 | \$262,389 | - | \$670,541 |
| Santa Barbara County FC&WCD | 45,486 | 0.56% | \$151,533 | \$60,502 | \$136,335 | - | \$348,370 |
| Mojave WA | 89,800 | 1.12% | \$299,043 | \$119,930 | \$269,094 | - | \$688,067 |
| SWP Contractor Totals | 4,026,786 | 50.00% | \$13,410,000 | \$5,370,000 | \$12,069,000 | - | \$30,849,000 |
| Participating Non-SWP Contractor | | | | | | | |
| San Luis & Delta-Mendota Water Authority | | 50.00% | \$13,410,000 | \$5,370,000 | \$12,069,000 | - | \$30,849,000 |
| Grand Totals | | 100.00% | \$26,820,000 | \$10,740,000 | \$24,138,000 | - | \$61,698,000 |

Preliminary

Paeter Garcia

From: Paeter Garcia
Sent: Friday, April 9, 2021 10:12 AM
To: 'Ray Stokes'
Cc: 'Xenia Bradford'; mattv@cityofsolvang.com; Gary Kvistad
Subject: 2021 Supplemental Water Purchase Program Participation Agreement (
Attachments: Solvang - 2021 Supplemental Water Purchase Program Participation Agreement - ID1 Executed (April 1, 2021).pdf

Ray,

Per recent correspondence among CCWA, ID No.1, and the City of Solvang, attached please find a signed 2021 Supplemental Water Purchase Program Participation Agreement, which ID No.1 is entering on behalf of the City. Once the Agreement is fully executed, please send a copy to my attention.

Thank you,
Paeter
Paeter E. Garcia
General Manager
Santa Ynez River Water Conservation District, ID No. 1
P.O. Box 157
Santa Ynez, CA 93460
805.688.6015
pgarcia@syrwd.org

CENTRAL COAST WATER AUTHORITY

**2021 SUPPLEMENTAL WATER PURCHASE PROGRAM
PARTICIPATION AGREEMENT**

This Supplemental Water Purchase Program Participation Agreement (“Agreement”) is made as of April 1, 2021 by and between

CENTRAL COAST WATER AUTHORITY (“Authority”)

and

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,
IMPROVEMENT DISTRICT NO. 1 (“Contractor”) (each, a “Party,” and together, the “Parties”).

RECITALS

A. The Authority owns, operates and maintains water conveyance, storage and treatment facilities to deliver water from California’s State Water Project to cities, water districts and other water purveyors and users in Santa Barbara County pursuant to one or more water supply agreements (collectively, the “CCWA Participants”).

B. The Authority and Contractor are parties to a Water Supply Agreement dated August 1, 1991, as amended from time to time, related to the matters described in Recital A.

C. Due to persistent drought conditions, it is anticipated that the State Water Project will be unable to deliver to the Authority the quantity of water needed by the Authority for delivery to the CCWA Participants.

D. The Authority has determined that it should seek to acquire water from other sources.

E. Contractor has determined that it wishes to participate in the Authority’s program to secure supplemental sources of water, and is willing to share in the expenses pertaining thereto in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term “Participating Contractors” shall mean Contractor and any CCWA Participant that has executed a 2021 Supplemental Water Purchase Program Participation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Representation; Delivery Goal; Cooperation with the Authority. Contractor agrees that the Authority shall be authorized to represent Contractor in the identification, structuring and negotiation of transactions for the acquisition of imported water rights, contract water and other water and/or water related assets (collectively, the "Supplemental Water"). Contractor represents that it is seeking to acquire four hundred (400) acre feet ("AF") of Supplemental Water over the term of this Agreement ("Initial Goal"). Contractor shall be entitled to request an increase or decrease in the Initial Goal (the Initial Goal as revised in accordance with this Paragraph 1 being the "Contractor's Delivery Goal") by executing and delivering to the Authority, at any time during the term of this Agreement, an Amendment to Participation Agreement in a form approved by the Authority, subject to the provisions of this Agreement requiring that all costs allocated under this Agreement, including costs incurred prior to the delivery of the Notice, as defined in Paragraph 2.1, shall be allocated to Contractor in accordance with the Contractor's Delivery Goal. No such Amendment to Participation Agreement shall be effective unless and until it is executed by the Authority.

2. Notification of Purchase Opportunity; Statement of Intent; Allocation of Delivered Supplemental Water; Allocation of Costs; Deposits.

2.1 Notification of Purchase Opportunity. The Authority shall notify Contractor of each opportunity to acquire Supplemental Water identified by the Authority (each, a "Purchase Opportunity"), which notification to Contractor (the "Notice") shall be either in electronic or written format and shall include a deadline for Contractor's response and the following information to the extent it is available to the Authority: anticipated available quantity, purchase price, date of scheduled delivery, delivery risk (including anticipated transmission losses), and the anticipated procedure and schedule for environmental review.

2.2 Statement of Intent. Upon receipt of the Notice, Contractor may submit to the Authority a Statement of Intent ("Statement of Intent" or "SOI"), in the form of the attached **Exhibit A**, which shall include the quantity of water Contractor intends to acquire in connection with the Purchase Opportunity ("SOI Quantity"). If Contractor submits a Statement of Intent prior to the deadline set forth in the Notice, the Authority shall secure and provide to Contractor (a) a copy of the proposed purchase agreement for the supplemental water supply ("Supplemental Water Purchase Agreement"), and (2) a Binding Agreement to Purchase in the form of the attached **Exhibit B** to be signed by Contractor under which Contractor agrees to take delivery of the SOI Quantity on the terms and conditions stated therein. For purposes of this Agreement, Participating Contractors who submit a Statement of Intent and executes a Binding Agreement to Purchase shall be referred to herein as "Purchase Opportunity Participants."

2.3 Oversubscription; Allocation of Delivered Supplemental Water. As to each Purchase Opportunity, if the Authority receives signed Statements of Intent from Purchase Opportunity Participants where the aggregate SOI Quantity from all Purchase Opportunity Participants exceeds the amount of Supplemental Water available under the particular Purchase Opportunity, the amount of Supplemental Water available under the Purchase Opportunity shall be allocated for purchase to the Purchase Opportunity Participants in proportion to the respective Delivery Goals of such Purchase Opportunity Participants, provided, however, that no such

Purchase Opportunity Participant shall be allocated an amount that exceeds that Purchase Opportunity Participant's Delivery Goal.

2.4 Allocation of Costs. Contractor shall pay to the Authority Contractor's pro-rata share of the Authority's Total Expenses (as defined below), which pro-rata share shall be calculated as follows:

2.4.1 For Total Expenses arising from services rendered by the Authority prior to the Authority's identification, in writing, of a specific Purchase Opportunity, Contractor's pro-rata share shall be equal to Contractor's Delivery Goal divided by the sum of the Delivery Goals of all Participating Contractors as defined in their respective participation agreements. Once Contractor has received a quantity of Supplemental Water that meets the Contractor's Delivery Goal, Contractor will no longer be obligated to share in the Total Expenses allocated under this Subparagraph 2.4.2.

2.4.2 For Total Expenses arising from services rendered by the Authority after the Authority's identification, in writing, of a specific Purchase Opportunity, and that relate specifically to that Purchase Opportunity, and if Contractor has submitted a Statement of Intent, Contractor's initial pro-rata share shall be equal to Contractor's SOI Quantity for that Purchase Opportunity divided by the sum of the SOI Quantities set forth in the Statements of Intent submitted by all Purchase Opportunity Participants. In the event that no Statements of Intent are executed and delivered by any Participating Contractor, the pro-rata share under this Subparagraph shall be calculated in accordance with Subparagraph 2.4.1 above. After all water related to a specific Purchase Opportunity has been delivered, and all expenses have been determined, the Total Expenses related to that Purchase Opportunity shall be reallocated by the Authority among the Participating Contractors according to the actual quantity of water delivered to each Participating Contractor.

2.4.3 For all payments made by the Authority to any Seller (as that term is defined in the applicable Binding Agreement to Purchase), Contractor's pro-rata share of such payments to Seller shall be equal to Contractor's quantity of water to be purchased under the Binding Agreement to Purchase divided by the sum of such quantities for all Purchase Opportunity Participants with respect to such Seller.

2.4.4 For Total Expenses arising from services that are of benefit to only one Participating Contractor, that Participating Contractor shall pay for the expenses related to said services.

2.4.5 "Total Expenses" shall mean all out-of-pocket expenditures made by the Authority arising under this Agreement, including but not limited to environmental review, consultant reports, legal expenses and any other costs related to any transaction arising under this Agreement.

2.5 Deposit. Prior to execution of this Agreement, the Authority prepared and delivered to Contractor an estimate of Contractor's anticipated financial obligations under Subparagraph 2.4 of this Agreement through the end of the 2021 calendar year, and has provided that estimate to Contractor. Concurrently with execution of this Agreement, Contractor shall place on deposit with the Authority the amount stated in the estimate.

2.6 Subsequent Deposits. Prior to the end of the 2021 calendar year, the Authority shall provide to Contractor an estimate of Contractor's anticipated financial obligations under Subparagraph 2.4 of this Agreement for such period of time as shall be determined by the Authority's Executive Director. Contractor shall place on deposit with the Authority the amount stated in the estimate no later than the deadline established by the Authority's Executive Director.

2.7 Invoices and Payments. In the event the Authority reasonably determines that the deposit paid by Contractor to the Authority will be insufficient to cover Contractor's financial obligations hereunder, the Authority is authorized to deliver to Contractor a revised estimate of those financial obligations and an invoice for an additional deposit. Contractor shall remit the amount stated in the invoice within thirty (30) days of receipt.

2.8 Obligation in the Event of Default.

2.8.1 Written Demand Upon Failure to Make Payment. Upon Contractor's failure to make any payment in full when due under this Agreement or to perform any other obligation hereunder, the Authority shall make written demand upon Contractor, and if such failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default at the expiration of such period. A copy of the notice of such demand shall also be provided to each Participating Contractor by the Authority. Upon failure of the Authority to perform any obligation of the Authority hereunder, Contractor shall make written demand upon the Authority, and if said failure is not remedied within thirty (30) days from the date of such demand, such failure shall constitute a default at the expiration of such period. A copy of the notice of such demand shall also be provided to each Participating Contractor by Contractor.

2.8.2 Other Events of Default. In addition to any default resulting from breach by the Authority or Contractor of any agreement, condition, covenant or term hereof, if the Authority or Contractor shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Authority or Contractor asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension or time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Authority or Contractor shall make a general or any assignment for the benefit of its creditors, then in each and every such case the Authority or Contractor, as the case may be, shall be deemed to be in default hereunder.

2.8.3 Termination of Contractual Rights; Continuing Obligations. Upon Contractor's failure to make any payment which failure constitutes a default under this Agreement and causes the Authority to be in default under the Supplemental Water Purchase Agreement or any other agreement related to the Supplemental Water Purchase Agreement to which the Authority is a party, the Authority may (in addition to all other remedies provided by this Agreement) terminate the provisions of this Agreement insofar as the same entitle Contractor to any deliveries of Supplemental Water. Irrespective of such termination, the obligations of Contractor to the Authority to pay the full amount of costs under this Agreement shall continue in full force and effect.

2.8.4 Increase in Non-defaulting Contractor Costs. Upon the failure of any Participating Contractor to make any payment which failure constitutes a default under its respective Binding Agreement to Purchase, (i) the pro-rata share of each non-defaulting Participating Contractor shall be automatically increased for the remaining term of the Binding Agreement to Purchase pro rata with those of the other non-defaulting Participating Contractors, and (ii) such defaulting Participating Contractor's right to receive water shall be reduced accordingly. Upon payment of such increase, a non-defaulting Participating Contractor shall be entitled to take delivery of its pro rata share of such defaulting Participating Contractor's Supplemental Water.

2.8.5 Right of Recovery from Defaulting Participating Contractor. If a Participating Contractor shall fail or refuse to pay any amounts due to the Authority, the fact that a non-defaulting Participating Contractor has increased its obligation to make such payments shall not relieve the defaulting Participating Contractor of its liability for such payments, and the non-defaulting Participating Contractor shall have a right of recovery from the defaulting Participating Contractor to the extent of such respective increase in obligation caused by the defaulting Participating Contractor. Any amounts received by the Authority from the defaulting Participating Contractor for costs that were previously paid by a non-defaulting Participating Contractor pursuant to Subparagraph 2.8.4 above, shall be reimbursed by the Authority to the non-defaulting Participating Contractor.

2.9 Reconciliation. Upon termination of this Agreement, the Authority shall provide to Contractor an accounting of the actual amounts Contractor is obligated to pay hereunder. Any overpayment by Contractor shall be promptly refunded by the Authority and any underpayment by Contractor shall be promptly paid to the Authority.

3. Term: Termination

3.1 Term. The term of this Agreement shall commence on April 1, 2021 and shall continue until December 31, 2021, unless sooner terminated as provided for herein.

3.2 Termination

3.2.1 This Agreement may be terminated by the Authority at any time, provided all Participating Contractors agree in writing thereto.

3.2.2 This Agreement may be terminated by Contractor, upon the expiration of thirty (30) days following the later of (i) delivery of written notice of termination to the Authority, and (ii) discharge by Contractor, or satisfactory assurance of performance, of all financial obligations hereunder. The Authority shall promptly provide a copy of any such notice of termination received by the Authority to all other Participating Contractors.

3.2.3 In the event any Participating Contractor submits a notice of termination pursuant to Subparagraph 3.2.2, any other Participating Contractor may terminate this Agreement effective upon the expiration of forty-five (45) days following the later of (i) delivery of written notice of termination to the Authority, and (ii) discharge by such other Participating Contractor of all of its financial obligations hereunder.

4. Contractor's Representative; Coordination Among Participating Contractors.

4.1 Contractor's Representative. For purposes of this Agreement, Contractor shall provide to the Authority a written Designation of Representative identifying its authorized representative with full authority to grant, provide and enter into, by and on behalf of Contractor, any and all consents, approvals, instructions, authorizations or agreements by Contractor in connection with this Agreement (collectively, "Contractor Directions"). The Authority shall be entitled to rely upon, without inquiry, the full authority of Contractor's designated representative. Without limiting the foregoing, Contractor's representative shall be solely responsible for requesting and obtaining in advance any special or further authorizations on behalf of Contractor that may be necessary in connection with any Contractor Direction given to the Authority hereunder and the Authority may assume, without further inquiry, that all such authorizations have been obtained. Contractor may designate a different individual as its representative in connection with this Agreement at any time by written notice to the Authority.

4.2 Coordination Among Participating Contractors.

4.2.1 Contractors Committee. A committee shall be created with each Participating Contractor's representative as stated in Subparagraph 4.1 (the "Committee"). The Committee shall be authorized to advise the Authority with respect to its duties under this Agreement, and to perform such other functions as the Participating Contractors shall deem appropriate. Each member of the Committee shall have a weighted vote corresponding to the particular Participating Contractor's Delivery Goal as a proportion of the total Delivery Goals for all Participating Contractors. A quorum shall consist of those members of the Committee holding at least 50% of the voting percentages. Committee decisions shall be made by the following vote:

4.2.1.1 If the Committee has two members, a majority of the voting percentages shall be necessary to adopt a motion.

4.2.1.2 If the Committee has three or more members, sixty percent (60%) of the voting percentages, plus the affirmative vote of at least two members, shall be necessary to adopt a motion.

4.2.2 Subcommittees of Participating Contractors (per specific Purchase Opportunity). For each Purchase Opportunity in which one or more Participating Contractors have signed and delivered a Binding Agreement to Purchase, a subcommittee shall be created with a representative from each such Participating Contractor. The Subcommittee shall be authorized to advise the Authority with respect to its duties under the Binding Agreement to Purchase for that Purchase Opportunity, and to perform such other functions as those Participating Contractors shall deem appropriate. Each member of the Subcommittee shall have a weighted vote corresponding to the quantity of Supplemental Water to be delivered to that Participating Contractor under its Binding Agreement to Purchase as a proportion of the total quantity of Supplemental Water to be delivered to all Participating Contractors under their respective Binding Agreements to Purchase for that specific Purchase Opportunity. A quorum shall consist of those members of the Subcommittee that hold at least 50% of the voting percentages. Subcommittee decisions shall be made by the following votes:

4.2.2.1 If the Subcommittee has two members, a majority of the voting percentages shall be necessary to adopt a motion.

4.2.2.2 If the Subcommittee has three or more members, sixty percent (60%) of the voting percentages, plus the affirmative vote of at least two members, shall be necessary to adopt a motion.

5. General Provisions

5.1 Incorporation of Recital and Exhibits. The Recitals to this Agreement and exhibits attached to this Agreement are incorporated herein and made a part hereof by this reference.

5.2 Headings. The headings in this Agreement are for convenience of reference only and shall not be used in construing this Agreement.

5.3 Legal Advice. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions of this Agreement. Any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

5.4 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The terms "person" and "party" include individuals, corporations, partnerships, trust, and other entities and associations. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

5.5 Attorneys' Fees. In any action to enforce or interpret this Agreement, the prevailing party shall recover from the non-prevailing party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred by the prevailing party at, before and after trial or on appeal, or in any bankruptcy proceeding, including attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5.7 Time of the Essence. Except as otherwise provided in this Agreement, time is of the essence with respect to this Agreement and the performance of each and every obligation contained in this Agreement.

5.8 Severability. If any provision of this Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Agreement and the affected provision to the extent it is not so held shall remain valid and enforceable and in full force and effect. The forgoing shall not apply, however, if the invalid or unenforceable provision in

question or, as applicable, the portion or application thereof held invalid or unenforceable, is a fundamental and material provision of this Agreement.

5.9 Time for Performance. Notwithstanding any provision of this Agreement to the contrary, in the event a Party fails to perform any obligation under this Agreement (other than an obligation to pay money) because of strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, government or judicial actions, inclement weather or other causes beyond its reasonable control, that failure will not constitute a default under this Agreement, and the performance in question will be excused during the period in which the cause for failure continues.

5.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

If to Contractor:

Santa Ynez River Water Conservation District, Improvement District No.1
P.O. Box 157
Santa Ynez, CA 93460
Attn: General Manager
Telephone: (805) 688-6015
Email: pgarcia@syrwd.org

If to Authority

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427
Attn: Executive Director
Telephone: (805) 688-2292
Email: RAS@ccwa.com

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail, (b) a recognized and reputable overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier (on or prior to 5:00 p.m., local time of the sender; if deposited after such time, it shall be deemed to have been deposited on the next business day); provided, however, that this method of delivery will not be applicable to a party that has specified a P.O. Box for its address, or (c) electronic mail (email) transmission, in which case notice shall be deemed delivered upon electronic verification (on or prior to 5:00 p.m., local time of the recipient; if verification is received after such time, it shall be deemed to have been delivered on the next business day) that transmission to recipient was completed (which verification includes the date and time of a stated successful transmission to the recipient). The above addresses and numbers may be changed by written notice to the other Party; provided that no notice of a change of address or number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

5.11 Governing Law; Venue. This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of laws. Venue for any disputes under this Agreement shall be in Santa Barbara County, California.

5.12 Due Authority. Each Party hereby represents that the individual(s) executing this Agreement are expressly authorized to do so on and in behalf of such Party.

5.13 Counterparts; Delivery by Email. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document. The signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any Party may deliver its signed counterpart of the Agreement to any other Party by email, and such delivery shall be deemed made and completed upon receipt of such email transmission by the other Party. Any Party delivering a signed counterpart by email transmission agrees to promptly send the counterpart bearing its original signature to the other Party; provided that a delay or failure to do so shall not negate the effectiveness of the delivery made by the email transmission.

5.14 Entire Agreement; Modification. The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, representation and understandings of the Parties relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties.

5.15 Indemnification and Defense. Contractor agrees to indemnify, defend, protect and hold harmless the Authority and its officers, directors, employees, agents, Members, Associate Members and contractors ("Indemnified Party" or "Indemnified Parties") from and against all claims, actions, damages, losses and expenses, including reasonable attorneys' fees, arising from or relating to this Agreement, whether said claims, actions, damages, losses or expenses arise prior to or following termination or expiration of this Agreement but only to the extent such claims, actions, damages, losses and expenses do not result from or arise out of gross negligence or willful misconduct of the Indemnified Party; provided, however, that the obligations of this Subparagraph 5.15 shall be allocated among the Participating Contractors according to their respective Delivery Goals as stated in their respective participation agreements.

5.16 Third Party Beneficiary; Enforcement. The Parties agree that this Agreement is for the benefit of (i) Contractor, (ii) the Authority, (iii) all CCWA Participants, and (iv) all other Participating Contractors, and all of the aforementioned entities and persons shall be entitled to enforce the provisions of this Agreement.

5.17 Superseding Previous Agreement. This Agreement entirely supersedes and replaces any similar agreement concerning the same subject executed between the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"Authority"

CENTRAL COAST WATER AUTHORITY
a California joint powers agency

By: _____
Name: Ray Stokes
Title: Executive Director

"Contractor"

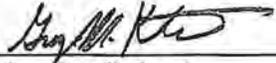
SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT,
IMPROVEMENT NO. 1

By:  _____
Name: Paeter Garcia
Title: General Manager

Approved as to form:
Brownstein Hyatt Farber Schreck

By: _____
Stephanie Osler Hastings

Approved as to form:
Brownstein Hyatt Farber Schreck

By:  _____
Gary M. Kvistad

- Exhibit A: Statement of Intent (Form of Statement)
- Exhibit B: Binding Agreement to Purchase (Form of Agreement)

Paeter Garcia

From: Paeter Garcia
Sent: Wednesday, April 14, 2021 9:45 AM
To: Ray Stokes
Cc: Xenia Bradford; mattv@cityofsolvang.com
Subject: Statements of Intent - CCWA 2021 Supplemental Water Purchase Program
Attachments: Solvang - 2021 Supplemental Water Purchase Program Statement of Intent - SWC Dry Year Transfer Program (April 14, 2021).pdf; Solvang - 2021 Supplemental Water Purchase Program Statement of Intent - Yuba River Accord Purchase Program (April 14, 2021).pdf

Ray,

Per recent correspondence from the City of Solvang, attached are two Statements of Intent signed by ID No.1 as the Contractor on behalf of the City.

Please let us know if you have any questions or concerns.

Thanks again for all your help with this.

Sincerely,
Paeter
Paeter E. Garcia
General Manager
Santa Ynez River Water Conservation District, ID No.1
P.O. Box 157
Santa Ynez, CA 93460
805.688.6015
pgarcia@syrwd.org

CENTRAL COAST WATER AUTHORITY
2021 SUPPLEMENTAL WATER PURCHASE
PROGRAM

STATEMENT OF
INTENT

Contractor's Name: Santa Ynez River Water Conservation District, Improvement District No.1

Pursuant to the Supplemental Water Purchase Program Participation Agreement for 2021 between the Central Coast Water Authority and the above-named Contractor, the undersigned, on behalf of the Contractor, states its intent, which may be in the alternative to its other Statement(s) of Intent, to acquire four hundred (400) acre-feet of water in connection with the proposed acquisition from the 2021 State Water Contractors Dry Year Transfer Program.

Signature: _____



Print Name: Paeter Garcia

Date: April 14, 2021

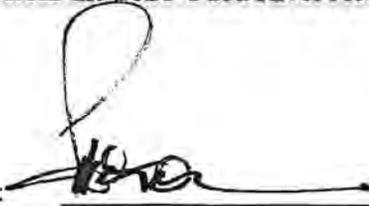
CENTRAL COAST WATER AUTHORITY
2021 SUPPLEMENTAL WATER PURCHASE
PROGRAM

STATEMENT OF
INTENT

Contractor's Name: Santa Ynez River Water Conservation District, Improvement District No.1

Pursuant to the Supplemental Water Purchase Program Participation Agreement for 2021 between the Central Coast Water Authority and the above-named Contractor, the undersigned, on behalf of the Contractor, states its intent, which may be in the alternative to its other Statement(s) of Intent, to acquire six hundred and sixty-seven (667) acre-feet of water in connection with the proposed acquisition from the 2021 Yuba River Accord Water Purchase Program.

Signature: _____



Print Name: Paeter Garcia

Date: April 14, 2021

WATER PURCHASE FACILITATION AGREEMENT

This Water Purchase Facilitation Agreement ("Agreement"), is entered into on April 1, 2021 ("Effective Date"), by and between the Santa Ynez River Water Conservation District, Improvement ID No.1 ("District"), an Improvement District of a Water Conservation District duly organized and existing pursuant to the Water Conservation District Act, and the City of Solvang (the "City"), a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California, is entered into at Santa Ynez, California, with reference to the following facts and intentions. The City and the District are collectively referred to herein as the "parties," or "party," singularly.

Recitals

- A.** The Central Coast Water Authority ("Authority") owns, operates and maintains water conveyance, storage and treatment facilities to deliver water from California's State Water Project to cities, water districts and other water purveyors and users in Santa Barbara County (collectively, "Project Participants"), where the District is a Project Participant;
- B.** The Authority and the District are parties to a Water Supply Agreement dated August 1, 1991, as amended from time to time, related to the matters described in Recital A above;
- C.** Due to persistent drought conditions, it is anticipated that the Department of Water Resources will be unable to deliver to the Authority the quantity of State Water Project water needed by the Authority for delivery to the Project Participants;
- D.** The Authority has determined that it should seek to acquire water from other sources as needed by the Project Participants;
- E.** The Authority is entering into a 2021 Supplemental Water Purchase Program Participation Agreement ("Participation Agreement") with each Project Participant that is interested in purchasing supplemental water identified and secured by the Authority;
- F.** The City desires to execute any and all agreements and other documents as may be necessary for the City to purchase approximately four hundred (400) acre-feet ("AF") of supplemental water from the 2021 Supplemental Water Purchase Program;
- G.** The City has requested assistance from the District as a Project Participant to facilitate the acquisition of approximately 400 AF of water for the City through the Authority's 2021 Supplemental Water Purchase Program, and the City is willing to pay all costs and other expenses, and to assume all obligations and other liabilities pertaining thereto in accordance with a Participation Agreement between the Authority and the District, any Statement of Intent submitted by the District, any Binding Agreement to Purchase between the Authority and District, and any other commitments by the District related to acquiring water from the Authority on behalf of the City but only with respect to the amount of water to be acquired by the City under the Authority's 2021 Supplemental Water Purchase Program; and,

H. The District and the City desire to enter into this Agreement on the terms and conditions stated below.

NOW THEREFORE, the parties hereto agree as follows:

1. **Participation Agreement.** The City requested that the District enter into a Participation Agreement with the Authority in order to facilitate the City's acquisition of water through the District that is identified and secured by the Authority. A copy of the Participation Agreement between the District and the Authority is attached as Exhibit "A", the terms of which are incorporated herein by this reference. To the extent of the City's acquisition of water under the Authority's 2021 Supplemental Water Purchase Program, the City shall be bound to the District under the terms of the Participation Agreement between the District and the Authority, just as the District is bound to the Authority by the terms of the Participation Agreement. To the extent of the City's acquisition of water under the Authority's 2021 Supplemental Water Purchase Program, the City also shall be bound to the District under the terms of any Statement of Intent submitted by the District, any Binding Agreement to Purchase between the Authority and the District, and any other commitments by the District to the Authority, just as the District is bound under said documents in connection with the acquisition of supplemental water from the Authority on behalf of the City. The parties hereto acknowledge and agree that for purposes of acquiring supplemental water for the City as described in this Agreement, the District is acting as an intermediary between the Authority and the City since the City is not a Project Participant and does not have any direct contractual relationship with the Authority. The District will forward any proposed modifications or amendments to the Participation Agreement or any related agreements to the City for review and instructions on how the City desires to proceed. Under no circumstances shall the District agree to modifications or amendments to the Participation Agreement or any related agreements as provided herein without the consent of the City.

2. **Quantity.** The City desires to purchase a maximum of four hundred (400) acre-feet of water through the 2021 Supplemental Water Purchase Program and requests the District to request such amount from the Authority on behalf of the City in the Participation Agreement.

3. **Procedure.** Pursuant to the Participation Agreement, the Authority will notify ("Notice") the District if and when the Authority has identified water for acquisition along with the corresponding acquisition terms. Upon receipt of a Notice, the District will endeavor to timely forward the Notice to the City. In turn, the City will timely notify the District whether the City desires to participate in the acquisition, and the City will provide the District with instructions and any requested information pertaining to the acquisition. The District will then endeavor to timely respond to the Notice in accordance with the information and instructions provided by the City. If the City does not timely respond to the District, or the District, for any reason, does not timely respond to the Authority, the District shall not have any liability or obligation for responding or not responding to any Notice received from the Authority, as applicable, even if the result is losing all or any opportunity to acquire water under the Participation Agreement.

4. **Payments.** Pursuant to the Participation Agreement, the Authority requires a participating Project Participant to make certain deposits and payments of expenses at the time of entering into a Participation Agreement, and at any other time as necessary

to ensure that the Authority has sufficient advance funds to pay all of its costs and expenses. If the advance funds are insufficient for any reason, the Authority may require a participating Project Participant to pay any and all additional expenses for the amount of water to be purchased under the Participation Agreement as established under the 2021 Supplemental Water Purchase Program. Upon receipt of any request for payment ("Request") from the Authority, the District will endeavor to timely forward the Request to the City. In turn, the City shall timely forward payment in full to the District for each and any Request as a condition precedent to the District paying the Authority. The City acknowledges and agrees that the timeliness of payment by the City may be dictated by the terms of a Request from the Authority. If the City does not timely pay the District, or the District, for any reason, does not timely forward payment to the Authority, the District shall not have any liability or obligation to enter into the Participation Agreement or respond to any Request, as applicable, even if the result is losing all or any opportunity to acquire water under the Participation Agreement.

5. Term.

5.1 Term. The term of this Agreement shall commence on the Effective Date and continue until the termination of, the Participation Agreement, unless sooner terminated as provided for herein.

5.2 Termination. This Agreement may be terminated by the City in accordance with the District's rights to terminate the Participation Agreement; provided, however, that no termination of this Agreement shall be effective unless and until the District has effectively terminated the Participation Agreement and any related agreements pertaining to the acquisition of supplemental water from the Authority on behalf of the City. If the City desires to terminate this Agreement, the City shall provide written notice to the District. In turn, the District will notify the Authority of the District's desire to terminate the Participation Agreement and any related agreements as provided herein. This Agreement shall terminate upon: (i) effective termination of the Participation Agreement and any related agreements pertaining to the acquisition of supplemental water from the Authority on behalf of the City; and (ii) complete discharge by the City of all financial and other obligations under this Agreement.

6. District Costs and Expenses. The City shall pay the District for all of the District's actual costs and expenses related to assisting the City with the acquisition of water pursuant to this Agreement including, but not limited to, salaries for District employees, fees and costs for consultants, fees and costs for attorneys, travel, photo copying, and document deliveries, such that the District is fully reimbursed for all its costs and expenses. Except as otherwise provided in Section 4, above, the City will pay the District's costs and expenses within thirty (30) calendar days of the date of each invoice. If the City does not timely pay the District its costs and expenses, the District shall not have any obligation to enter into the Participation Agreement or respond to any Notice, as applicable, even if the result is losing all or any opportunity to acquire water under the Participation Agreement.

7. Disclaimer of Liability. To the maximum extent permitted by law, neither the District, nor any of its elected officials, officers, agents, employees, consultants, or attorneys shall be liable to the City for any claims, liabilities, damages, losses, actions, penalties, proceedings, or expenses resulting from the District failing to timely perform its obligations under this Agreement, the Participation Agreement, or any related

agreements pertaining to the acquisition of supplemental water from the Authority on behalf of the City, whether resulting from inadvertence, negligence, omission, or any other reason. The City acknowledges and agrees that the District is in good faith facilitating the City's attempted acquisition of supplemental water through the Authority's 2021 Supplemental Water Purchase Program, in exchange for full reimbursement of the District's costs and expenses and full assumption of the District's obligations and liabilities under the Participation Agreement, and as provided in this Agreement, and, as a result, it is the intent and agreement of the parties hereto that the District shall not incur any liability for such assistance to the City, regardless of the cause except as limited by law.

8. Indemnification. The City shall indemnify, defend, and hold harmless the District, its elected officials, officers, agents, employees, consultants, and attorneys from and against any and all claims, liabilities, damages, losses, actions, penalties, proceedings, and expenses, including but not limited to attorneys', paralegals', consultants', and experts' fees, costs and expenses, which arise out of or result from any liability or losses as a result of, or in any way related to, this Agreement, the Participation Agreement, and any related agreements pertaining to the acquisition of supplemental water from the Authority on behalf of the City, but limited to the extent of the City's acquisition of water under the 2021 Supplemental Water Purchase Program, except to the extent of any liability, loss, cost or expense is caused by the District's active negligence or willful misconduct.

9. Remedies. If the City does not timely perform its obligations pursuant to this Agreement, the District shall be entitled to proceed to protect and enforce its rights as provided in this Agreement by such appropriate judicial proceedings as the District shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in the District by this Agreement or by law. The provisions of this Agreement and the duties of the City, and of its elected officials, officers, agents, or employees shall be enforceable by the District by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction, with the losing party paying all of the prevailing party's attorneys', paralegals', and consultants' costs and fees.

10. General Provisions.

10.1 Recitals. The recitals stated at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals shall be deemed a part of this Agreement.

10.2 Notices. All notices, approvals, acceptances, requests, demands and other communications required or permitted under this Agreement, 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:

To the District: General Manager
Santa Ynez River Water Conservation District,
Improvement District No.1
P.O. Box 157
3622 Sagunto Street
Santa Ynez, CA 93460

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

To the City: City Manager
City of Solvang
1644 Oak Street
Solvang, CA 93463

With a copy to: Dave Fleishman, City Attorney
Richards Watson Gershon
847 Monterey Street, Suite 206
San Luis Obispo, CA 93401

Any communication given by mail shall be deemed delivered two (2) business days after such mailing date, and any communication given by overnight 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. Any notices required under this Agreement shall be provided expressly in writing. All defaults shall not be declared unless the alleged defaulting party is given written notice, and be given a reasonable opportunity to cure.

10.3 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Nothing in this Agreement, expressed 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.

10.4 Assignability. This Agreement shall not be assignable by the City 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 approval of the District shall be void.

10.5 Waiver. No waiver by either party of any of the 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 any party, shall be deemed to constitute a waiver by the party taking such action. The waiver by any 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.

10.6 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.

10.7 Severability. If any term, provision, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be illegal, null, void, unenforceable, or against public 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.

10.8 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.

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

10.10 Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or parties other than the parties to this Agreement 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 or parties to any party to this Agreement, nor shall any provision give any third persons or parties any right of subrogation or action against any party to this Agreement.

10.11 Attorney Fees. If any legal proceeding, including but not limited to 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', paralegals', 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', paralegals', and consultants' fees and costs award shall be made as to fully reimburse for all fees, costs, and expenses actually incurred by the prevailing party in good faith, regardless of the size of the judgment, if being the intention of the parties to fully compensate for all attorney, paralegal, and consultant fees, costs, and expenses paid or incurred in good faith.

10.12 Good Faith. The parties agree to exercise their best efforts and utmost 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.

10.13 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. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

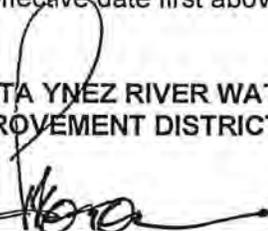
10.14 Several Obligations. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, 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.

10.15 Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement on behalf of their respective party and to bind that party to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any additional person or party is not required to legally bind that party to the terms and conditions of this Agreement.

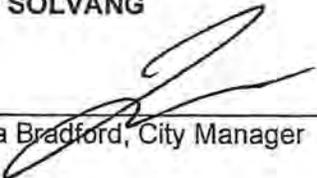
10.16 Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement. There have been no binding promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, of any character or nature, except as stated in this Agreement. 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 have executed and entered this Agreement as of the effective date first above written.

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

By: 
Paeter Garcia, General Manager

CITY OF SOLVANG

By: 
Xenia Bradford, City Manager

NOTICE AND AGENDA OF SPECIAL MEETING

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

WILL BE HELD
AT 6:30 P.M. THURSDAY, APRIL 15, 2021

VIDEO/TELECONFERENCE MEETING ONLY
PUBLIC PARTICIPATION DIAL-IN NUMBER: 1-267-866-0999
MEETING ID / PASSCODE: 1019 56 0722

Public participants can view presentation materials and live video on their device.

Website: app.chime.aws (or download *Amazon Chime* app),
“Join a meeting without an account”
Meeting ID: 1019 56 0722

You do NOT need to create an Amazon Chime account or login with email for meeting participation.

Public participant phones and microphones will be muted, and webcams disabled.
Live Chat Text (online users only) will be enabled for questions.

If your device does not have a microphone or speakers, you can also call Phone Number & log in with Meeting ID listed above to listen while viewing the live presentation online.

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 teleconference as authorized by and in furtherance of Executive Order Nos. N-29-20 and N-33-20. Virtual meeting is in accordance with the **SB County Health Office Order 2021-12.2**

Important Notice Regarding Public Participation in Teleconference Meeting: Those who wish to provide public comment on an Agenda Item, or who otherwise are making a presentation to the GSA Committee, may participate in the meeting using the dial-in number and passcode above. Those wishing to submit written comments instead, please submit any and all comments and materials to the GSA via electronic mail at bbuelow@syrwcd.com. All submittals of written comments must be received by the GSA no later than 5:00 p.m. on Wednesday, April 14, 2021, and should indicate “April 15, 2021 GSA Meeting” in the subject line. To the extent practicable, public comments and materials received in advance pursuant to this timeframe will be read into the public record during the meeting. Public comments and materials not read into the record will become part of the post-meeting materials available to the public and posted on the SGMA website.

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

AGENDA ON NEXT PAGE

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

THURSDAY, APRIL 15, 2021, 6:30 P.M.

AGENDA OF SPECIAL MEETING

- I. Call to Order and Roll Call
- II. Introductions and review of SGMA in the Santa Ynez River Valley Basin
- III. Additions or Deletions to the Agenda
- IV. Public Comment (Any member of the public may address the Committee relating to any non-agenda matter within the Committee's jurisdiction. The total time for all public participation shall not exceed fifteen minutes and the time allotted for each individual shall not exceed five minutes. No action will be taken by the Committee at this meeting on any public item.)
- V. Receive Staff Memorandum regarding letter from the Santa Ynez Water Group
- VI. Receive presentation from GSI on the Sustainable Management Criteria
- VII. Receive Draft Water Budget chapter of GSP and consider public comment period.
- VIII. EMA GSA Committee requests and comments
- IX. Adjournment

[This agenda was posted at least 24 hours prior to the scheduled meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and <https://www.santaynezwater.org> in accordance with Government Code Section 54954. In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Santa Ynez River Water Conservation District at (805) 693-1156. Notification 72 hours prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

STAFF MEMORANDUM

DATE: April 12, 2021
TO: WMA, CMA and EMA GSA Committees
FROM: GSA Member Agency Staff
SUBJECT: Santa Ynez Water Group Letter of March 22, 2021

Please see the attached March 22, 2021 letter from Mr. Doug Circle, representing the Santa Ynez Water Group (Water Group).

In the letter, Mr. Circle explains the Water Group's requests to "minimize GSP implementation costs to the maximum extent possible". To date, many of the Water Group's comments have focused on the reduction or elimination of data gaps and additional data acquisition that are not required to implement SGMA or manage groundwater in the Santa Ynez River Valley Groundwater Basin (Basin).

The Water Group further requested that the three GSAs combine to submit one Groundwater Sustainability Plan (GSP) instead of the planned three GSPs, indicating that a single GSP approach would save costs. However, staff advises that submitting one GSP instead of three is not feasible at this time, as it would require changing the three Memorandum of Agreements (MOAs) that established the three GSAs. There is not enough time in the schedule to modify the MOAs with concurrence of the eight agencies and approval by their Boards and Councils, much less revise the current versions of the GSPs into one in the remaining time. It also must be noted that the three GSAs would need to renegotiate the various consulting agreements currently in place for preparing the three GSPs.

The three GSP documents are scheduled to be ready for review this summer. Changing the format of the documents and coordinating with the three GSAs and two consultant teams would put the submission of the GSPs by the SGMA deadline of January 31, 2022 in jeopardy.

- **Staff recommendation:** Maintain current structure under the MOAs to submit three GSPs.

Additionally, the Water Group asked that the three GSAs consider consolidating into a single GSA to further reduce costs for meetings and other administrative requirements. The GSAs will consider potential options for future governance of SGMA in the Basin once the GSPs are submitted.

- **Staff recommendation:** Prior to submittal of the GSPs, Staff from each of the eight agencies in the Basin will discuss various governance options and present the topic to each of the GSA Committees.

Santa Ynez Water Group
c/o Doug Circle
Rancho Cañada de Los Pinos LLC
doug@circlevision.com

March 22, 2021

Board of Directors, Santa Ynez River Valley Basin Eastern Management Area GSA
Chair: Brett Marymee, SYRWCD (Cindy Allan, Alternate)
Brad Joos, SYRWCD Improvement District #1 (Paeter Garcia, Alternate)
Mark Infanti, City of Solvang (Ryan Toussaint, Alternate)
Joan Hartman, County of Santa Barbara (Meighan Dietenhofer Alternate)
Citizens Advisory Group, Santa Ynez River Valley Basin Eastern Management Area

Board of Directors, Santa Ynez River Valley Basin Central Management Area GSA
Chair: Ed Andrisek, City of Buellton (John Sanchez, Alternate)
Art Hibbits, SYRWCD (Cindy Allan, Alternate)
Joan Hartman, County of Santa Barbara (Meighan Dietenhofer Alternate) (*non-voting member*)
Citizens Advisory Group, Santa Ynez River Valley Basin Central Management Area

Board of Directors, Santa Ynez River Valley Basin Western Management Area GSA
Chair: Chris Brooks, Vandenberg Village CSD (Katherine Stewart, Alternate)
Jim Mosby, City of Lompoc (Kristin Worthley, Alternate)
Bruce Nix, Mission Hills CSD (Myron Heavin, Alternate)
Steve Jordan, SYRWCD (Art Hibbits, Alternate)
Joan Hartman, County of Santa Barbara (Meighan Dietenhofer Alternate) (*non-voting member*)
Citizens Advisory Group, Santa Ynez River Valley Basin Western Management Area

c/o William (Bill) Buelow
Santa Ynez River Water Conservation District
3669 Sagunto Street, Suite 101
Santa Ynez, CA 93460

Transmitted via email attachment to bbuelow@syrwcd.com

Re: Request to Consolidate GSPs and GSAs to Mitigate SGMA Implementation Costs

Dear Directors and Staff:

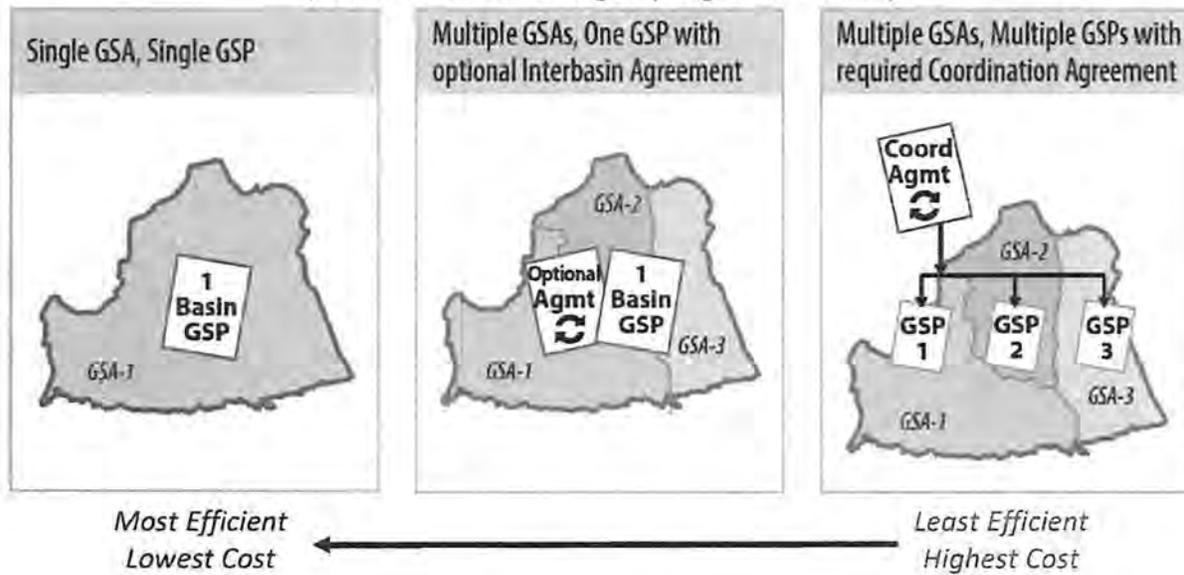
As you know the Santa Ynez Water Group (SYWG) was recently formed to engage on behalf of landowners with the three Groundwater Sustainability Agencies (GSAs) concerning development of the Santa Ynez River Valley Groundwater Sustainability Plans (GSPs). SYWG includes, vineyards, vegetables, and other interests and currently represents 54 landowners and 7,853 acres in the Santa Ynez River Valley Basin. SYWG desires to work cooperatively and collaboratively with the GSAs on planning issues that will impact sustainable management of the groundwater basin and our business.

SYWG is sending this letter to express its concerns about future costs for GSP implementation and to recommend steps that can be taken to reduce those costs. We are very concerned about implementation costs because we assume that those costs will be borne by the groundwater users in the basin through one of the fee mechanisms allowed under SGMA. Given the relatively small amount of pumping in the basin, those costs will result in significant per acre-foot pump fees that will impact our businesses and the local economy. For example, all the SGMA implementation costs for the CMA will be spread across only ~2,500 acre-feet of pumping. Assuming average annual GSP implementation costs of \$200,000, the outlook is a \$80 per acre-foot pump fee, which is very significant.

SYWG desires to minimize GSP implementation costs to the maximum extent reasonably possible. To date, our comments on draft GSP materials have focused on eliminating data collection recommendations that are not necessary for sustainable management of the Basin. We encourage the GSAs to carefully consider data needs and only commit to data collection efforts that will truly be necessary to sustainably manage the Basin. Looking ahead, we are also very concerned about the significant costs for implementing SGMA in a triplicate fashion with three GSAs and three GSPs.

GSP implementation costs will be significant. At a minimum, each GSA must develop and submit annual reports each year and update the GSP at least once every five years. The costs alone will be significant. Given the current management structure (three GSAs and three GSPs), a significant amount of effort will be triplicated. Clearly, preparing three annual reports and updating three GSPs will be significantly more expensive than preparing one annual report each year and updating one GSP. As shown in the DWR graphic below (Figure 1), it is perfectly acceptable for the three GSAs to adopt a single GSP for the Basin, which would eliminate the triplicated efforts going forward. In fact, DWR prefers this approach in basins that have multiple GSAs.

Figure 1
GSA and GSP Options for SGMA Implementation
(Source: DWR GSP Emergency Regulations Guide)



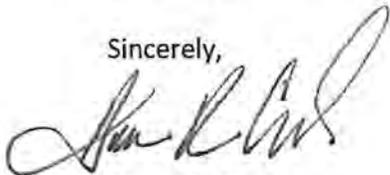
SYWG strongly recommends that the GSAs change their approach to a single GSP. The single GSP would incorporate differential management in WMA, CMA, and EMA by establishing three management areas¹ and specific objectives each, as is provided for in SGMA. A single GSP would reduce annual reporting and GSP update costs going forward because only one annual report and one GSP updated would be needed, instead of three. Additionally, we recommend exploring whether the three GSAs could eventually be consolidated into a single GSA to further reduce costs for meetings and other administrative activities.

It is not too late to decide to adopt a single GSP for the Basin. It is important that a decision to prepare and adopt a single GSP for the Basin be made now, as there is still time to implement this change before GSP adoption deadline in January 2022. If a single GSP is not adopted, it may be difficult or impossible to consolidate the GSPs later.

We respectfully request that the GSAs place an agenda item on the next Board meeting agendas to discuss this and that the three GSA Boards come together in a joint meeting as soon as possible to discuss switching to a single GSP.

Please let us know if there is anything SYWG can do to further the recommendations communicated in this letter.

Sincerely,



Doug Circle

cc: SYWG Members

Bryan Bondy, Bondy Groundwater Consulting, Inc.

¹ GSP Emergency Regulations § 354.20(a): Each Agency may define one or more management areas within a basin if the Agency has determined that creation of management areas will facilitate implementation of the Plan. Management areas may define different minimum thresholds and be operated to different measurable objectives than the basin at large, provided that undesirable results are defined consistently throughout the basin.

Sustainable Management Criteria Summary

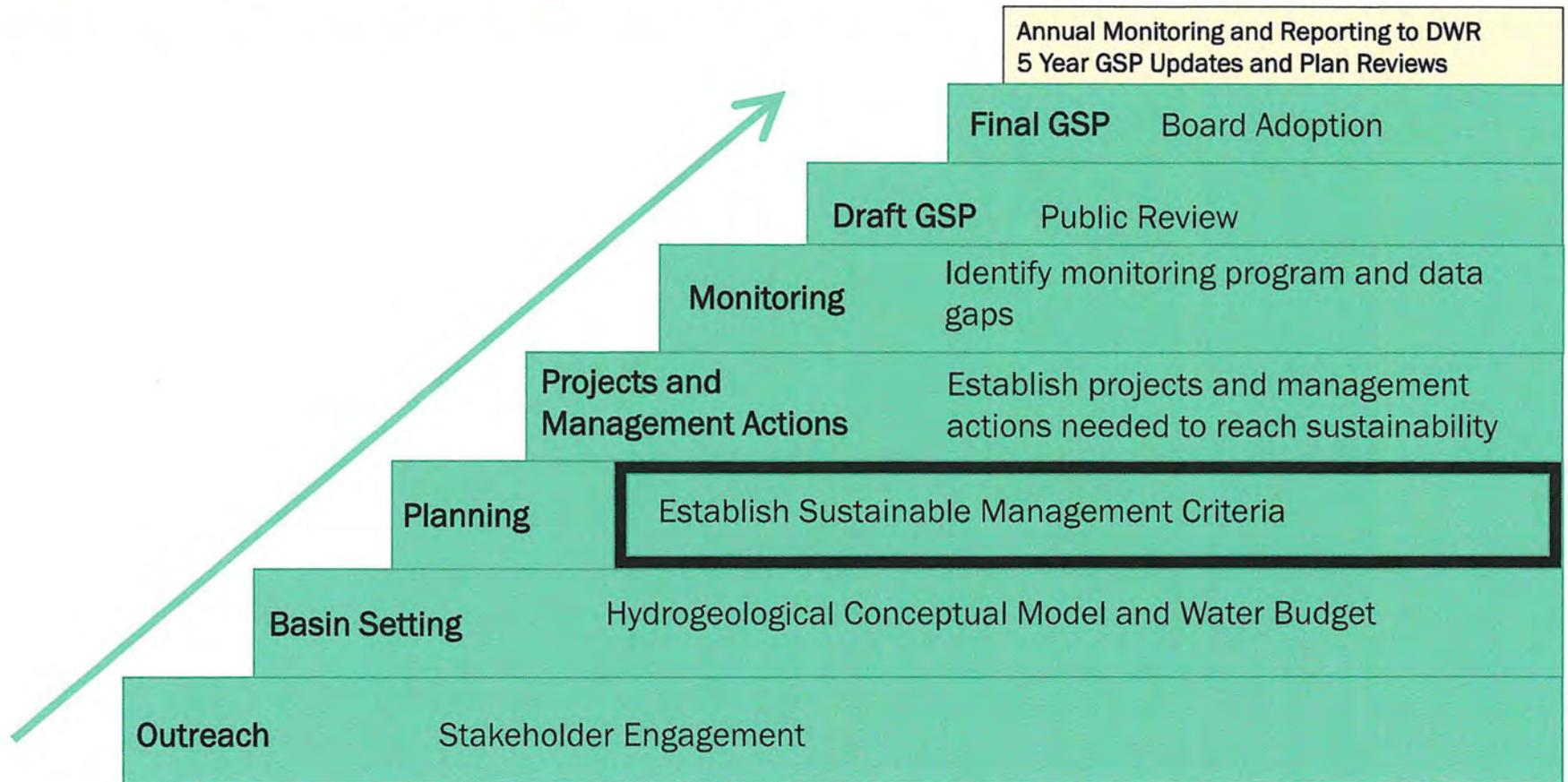
Santa Ynez Basin- EMA

April 15, 2021

Presented by Jeff Barry
and Nate Page



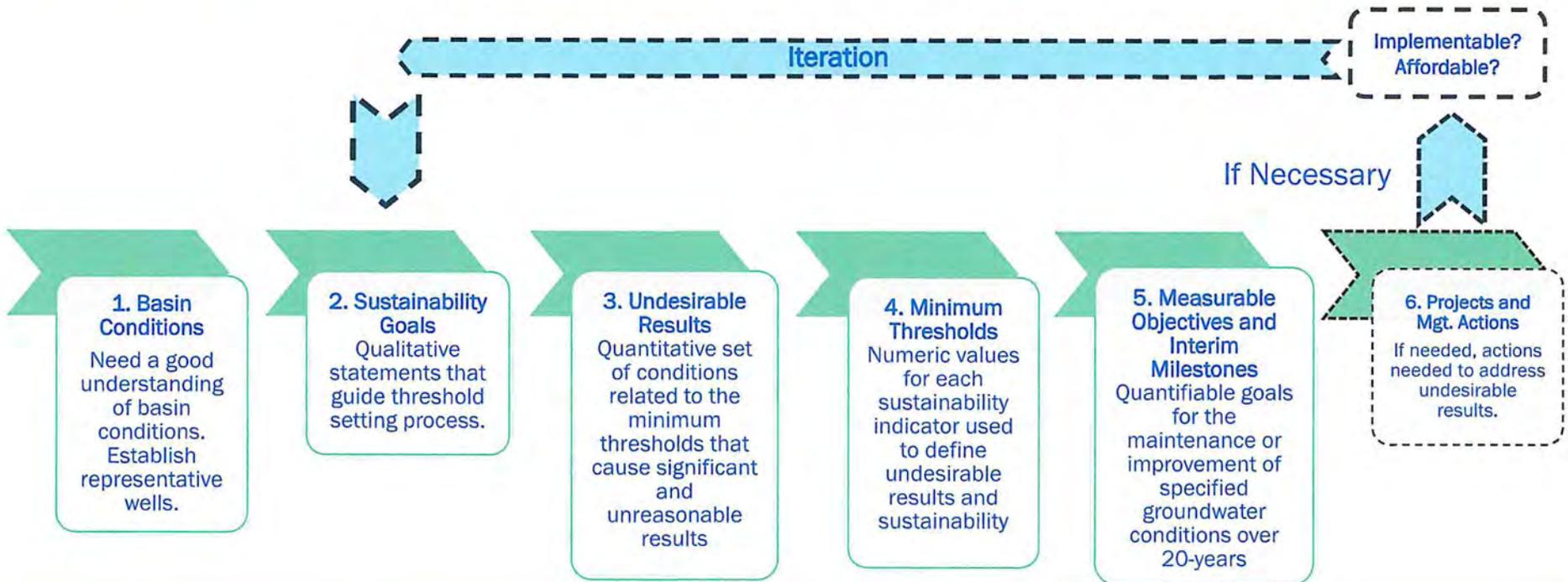
Activities Leading to an Accepted GSP



Topics of Discussion

- Review process for setting sustainable management criteria
- Selection of “Representative Wells”
- Summary of Sustainable Management Criteria for:
 - Chronic decline in groundwater levels
 - Chronic reduction of groundwater in storage
 - Degradation of groundwater quality
 - Depletion of interconnected surface water and impacts to GDEs
 - Subsidence

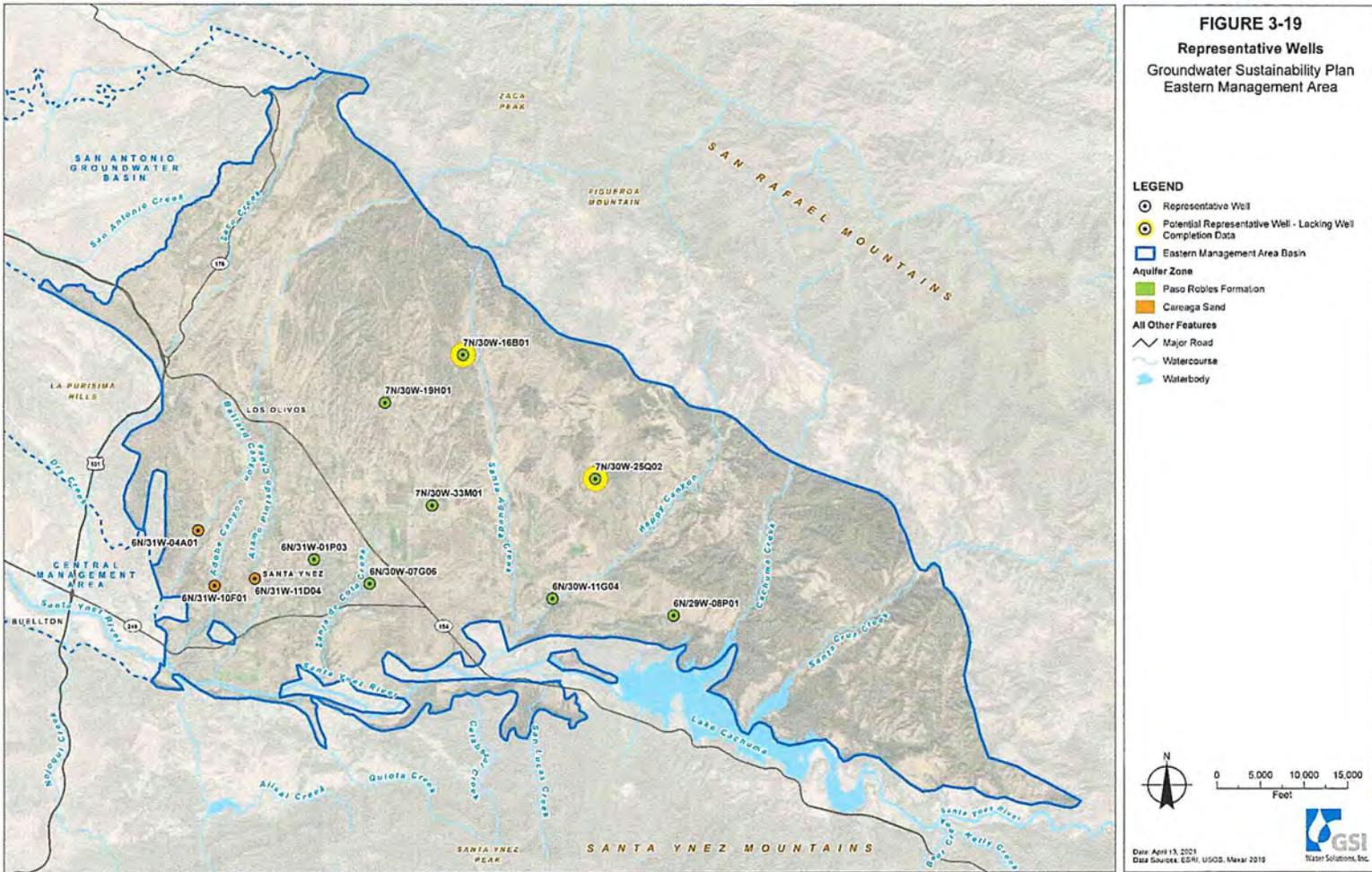
Sustainable Management Criteria (SMC) Development Process (⚠️ ⚠️ ⚠️ ⚠️ ⚠️)



How were Representative Monitoring Wells Selected?

- Representative of groundwater conditions in different parts of the basin
- We know well construction and which aquifer they are completed in (Paso Formation or Careaga Sand)
- Long history of water level data
- Ideally not pumping wells (sometimes unavoidable)
- Used for long term monitoring and setting sustainability thresholds

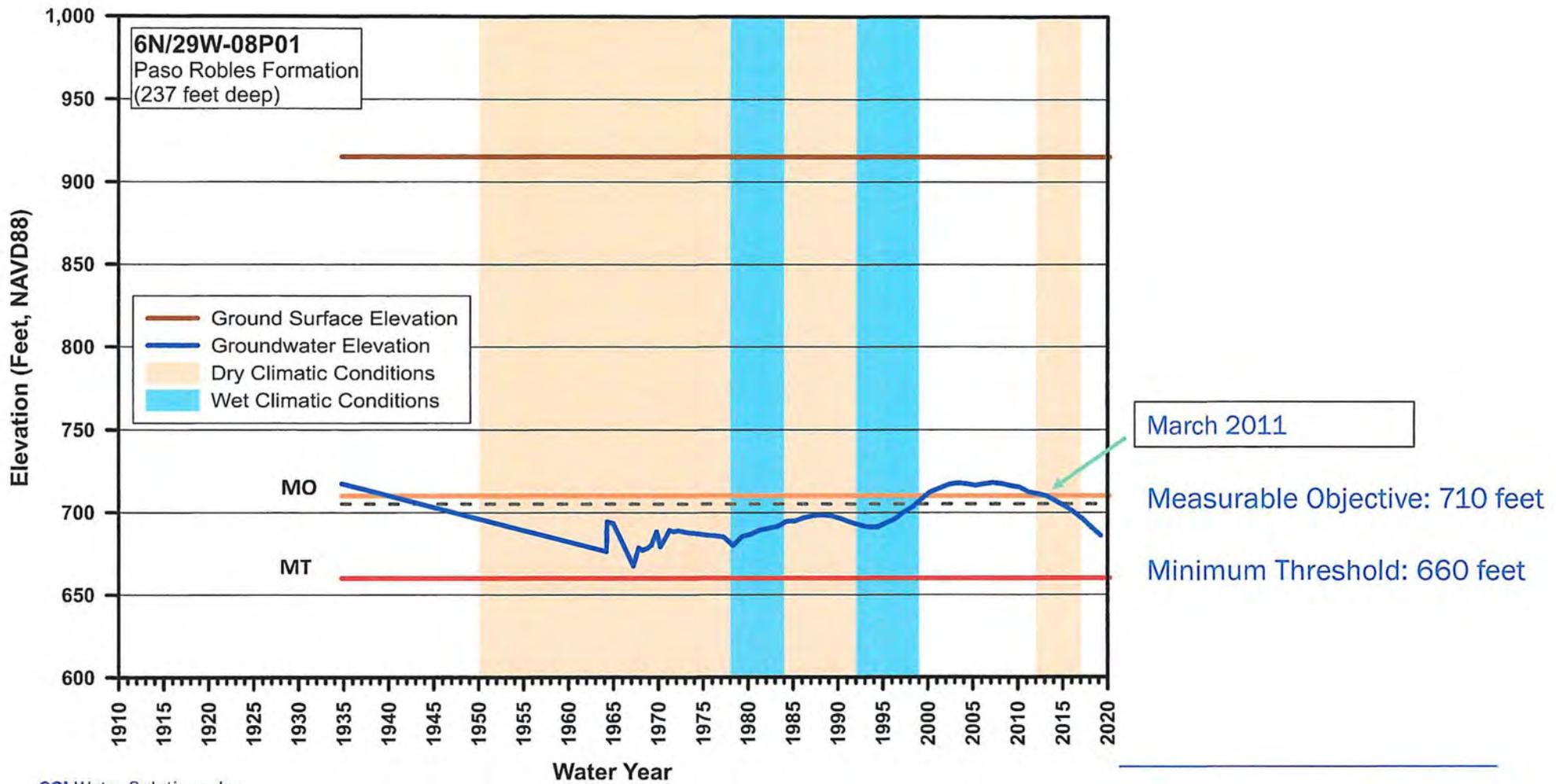
Representative Monitoring Wells

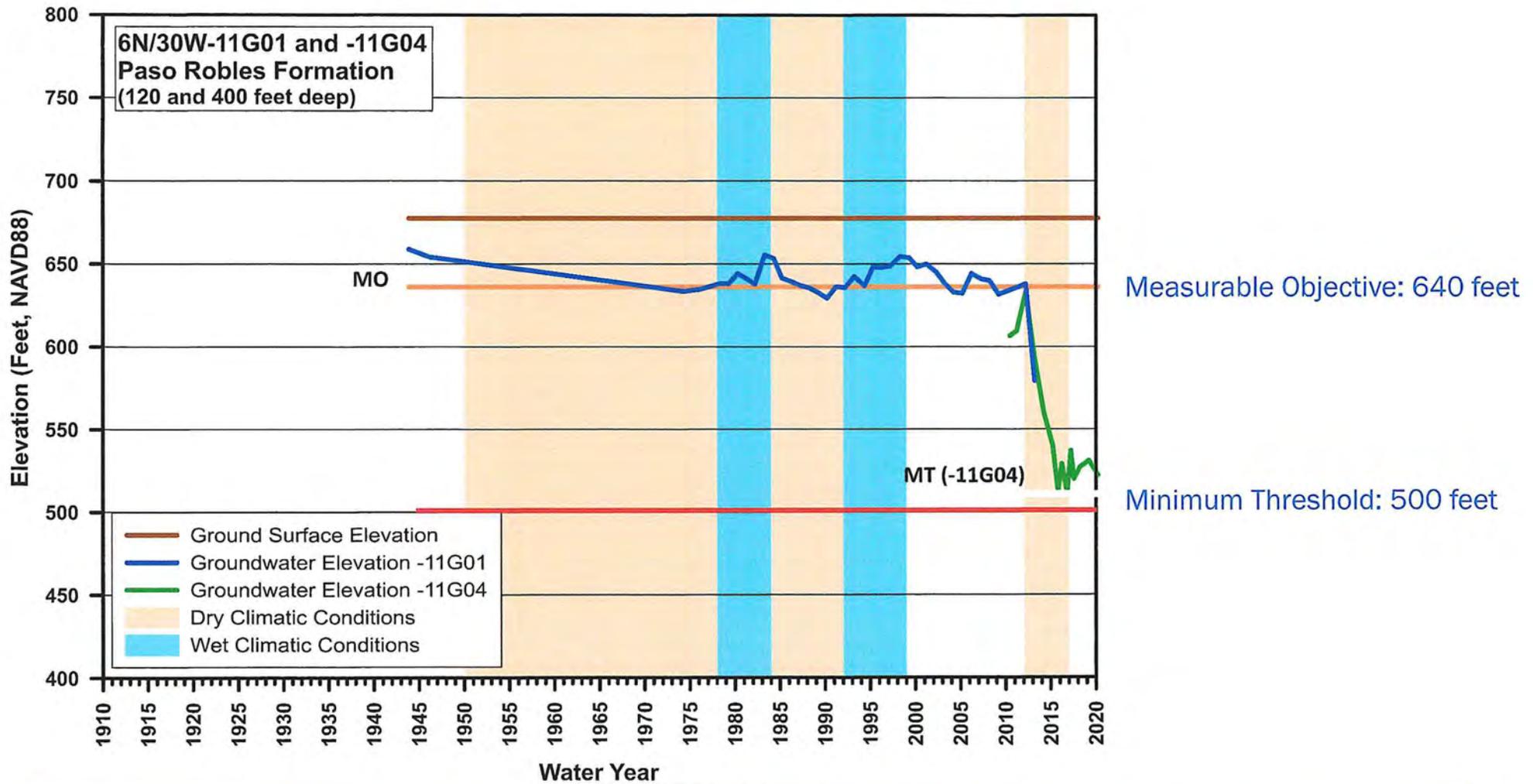


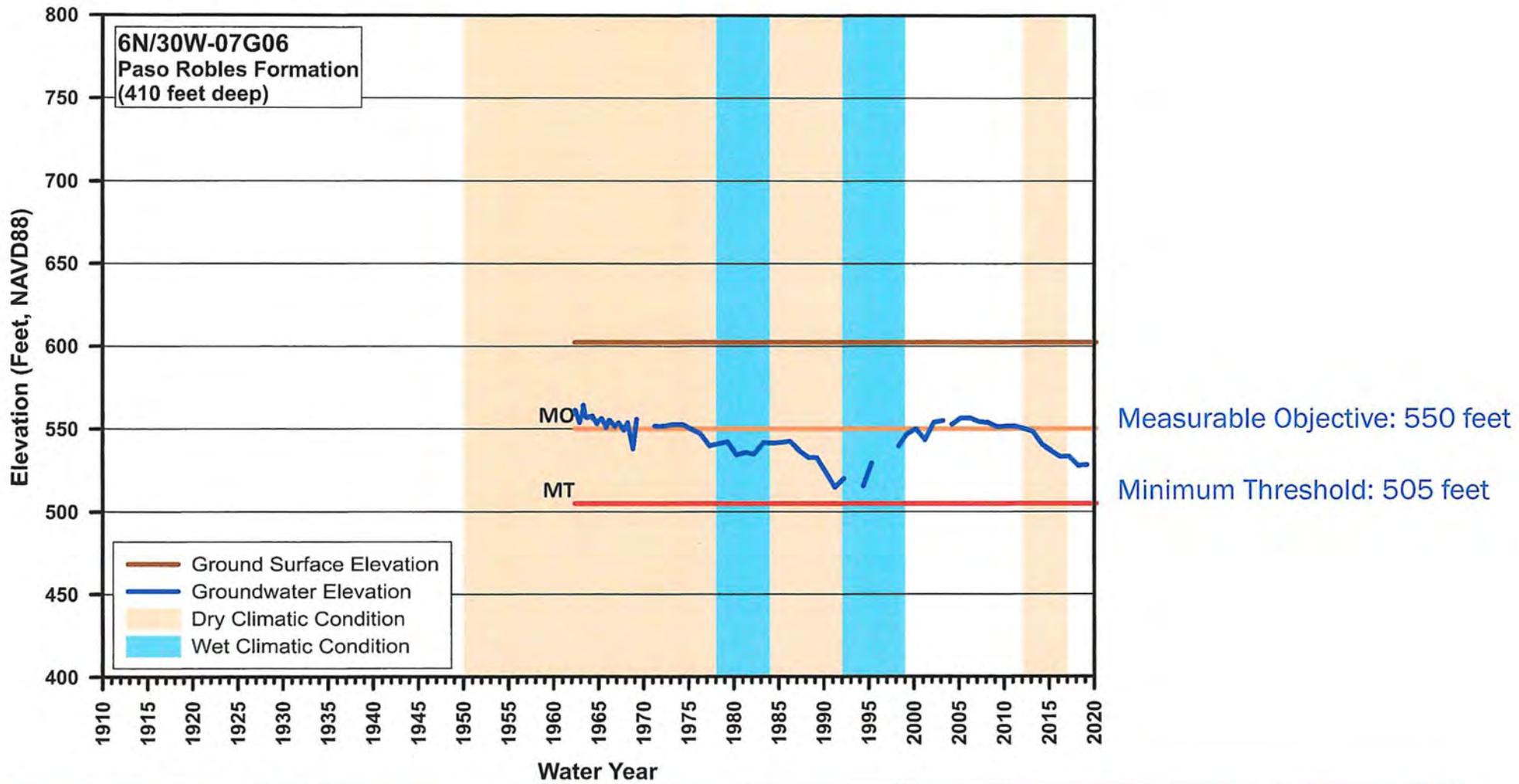
Sustainable Management Criteria Summary

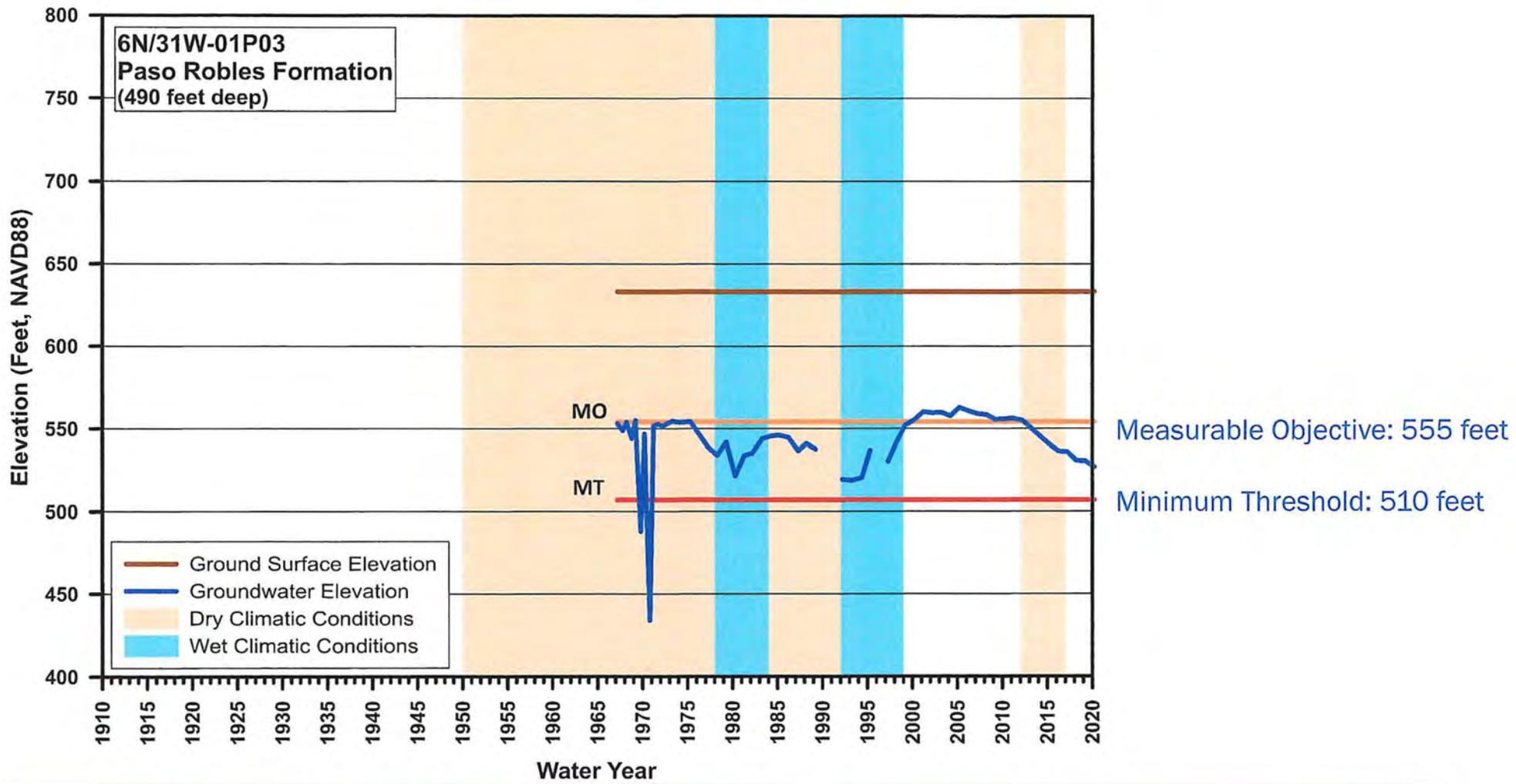
Chronic Water Level Decline

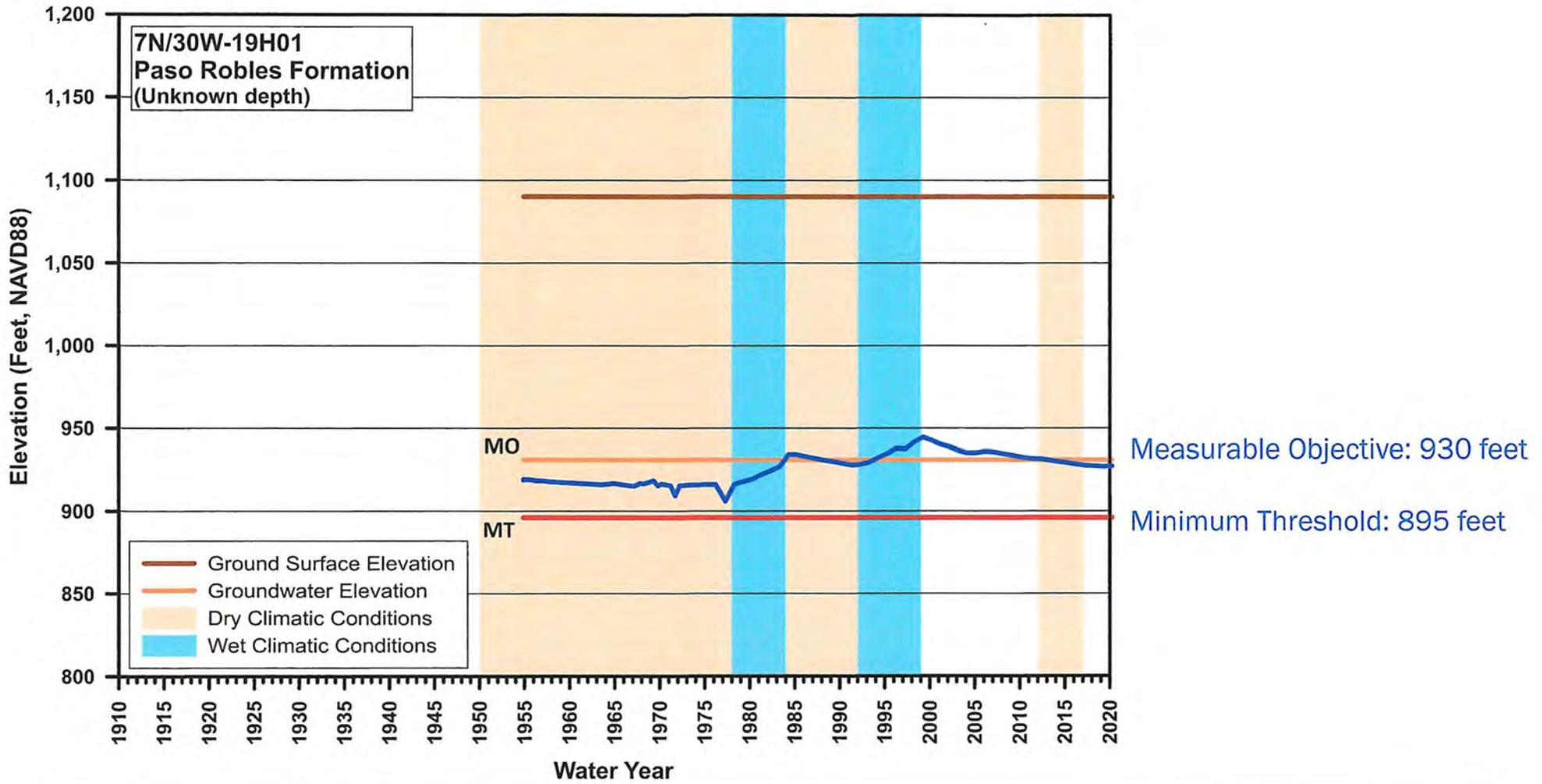
| Potential Undesirable | Minimum Threshold | Measurable Objective | Interim Milestones |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Water levels fall below minimum thresholds after average and above average rainfall periods.• Observed in more than 50% of representative wells.• Confirmed by two consecutive years.• Significant number of existing agricultural, municipal, and domestic wells are unable to produce usual historical quantities of water. | 10 feet below lowest historical water levels. | Water level prior to most recent drought (March 2011) | No interim milestones proposed because there are no undesirable results. |

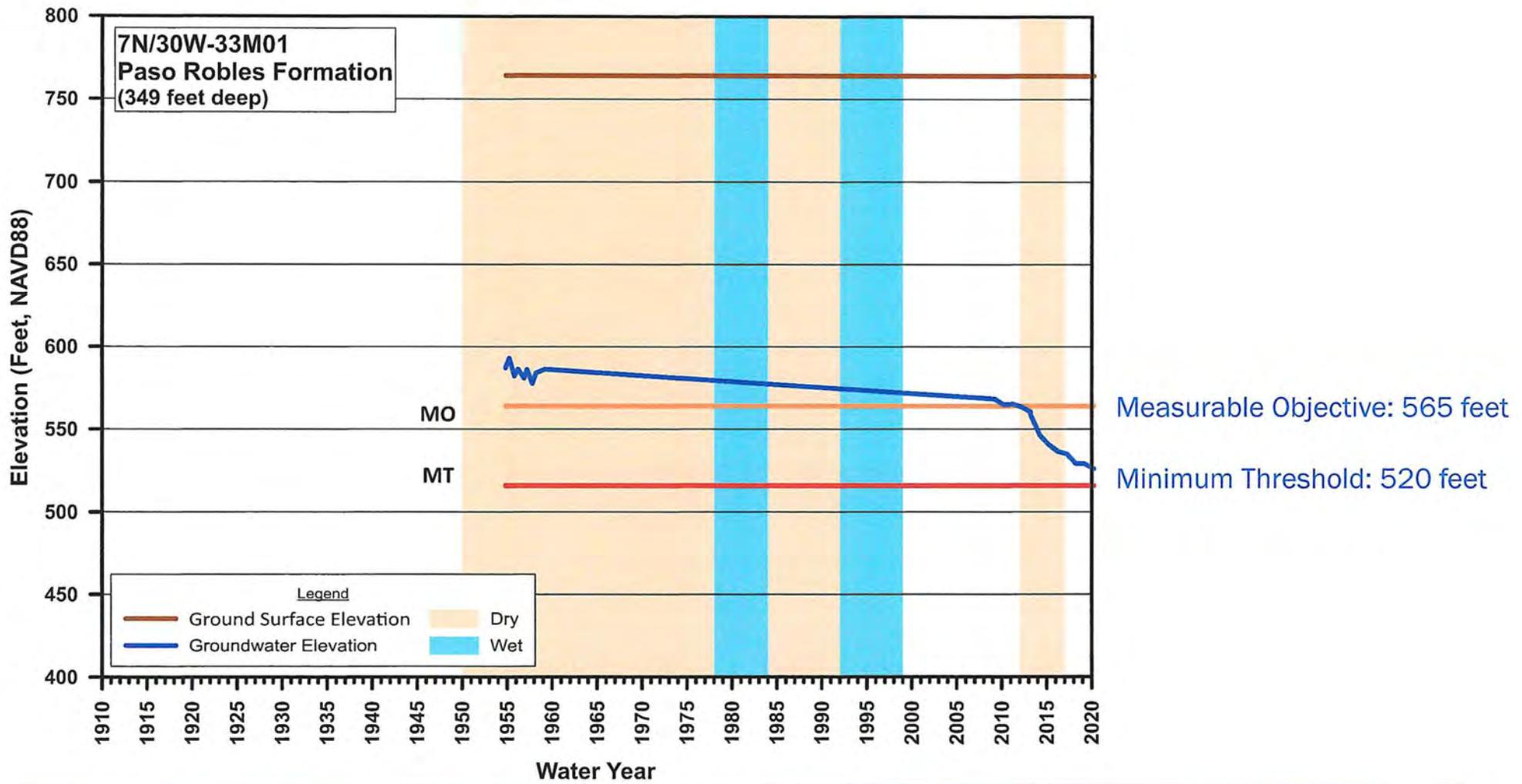


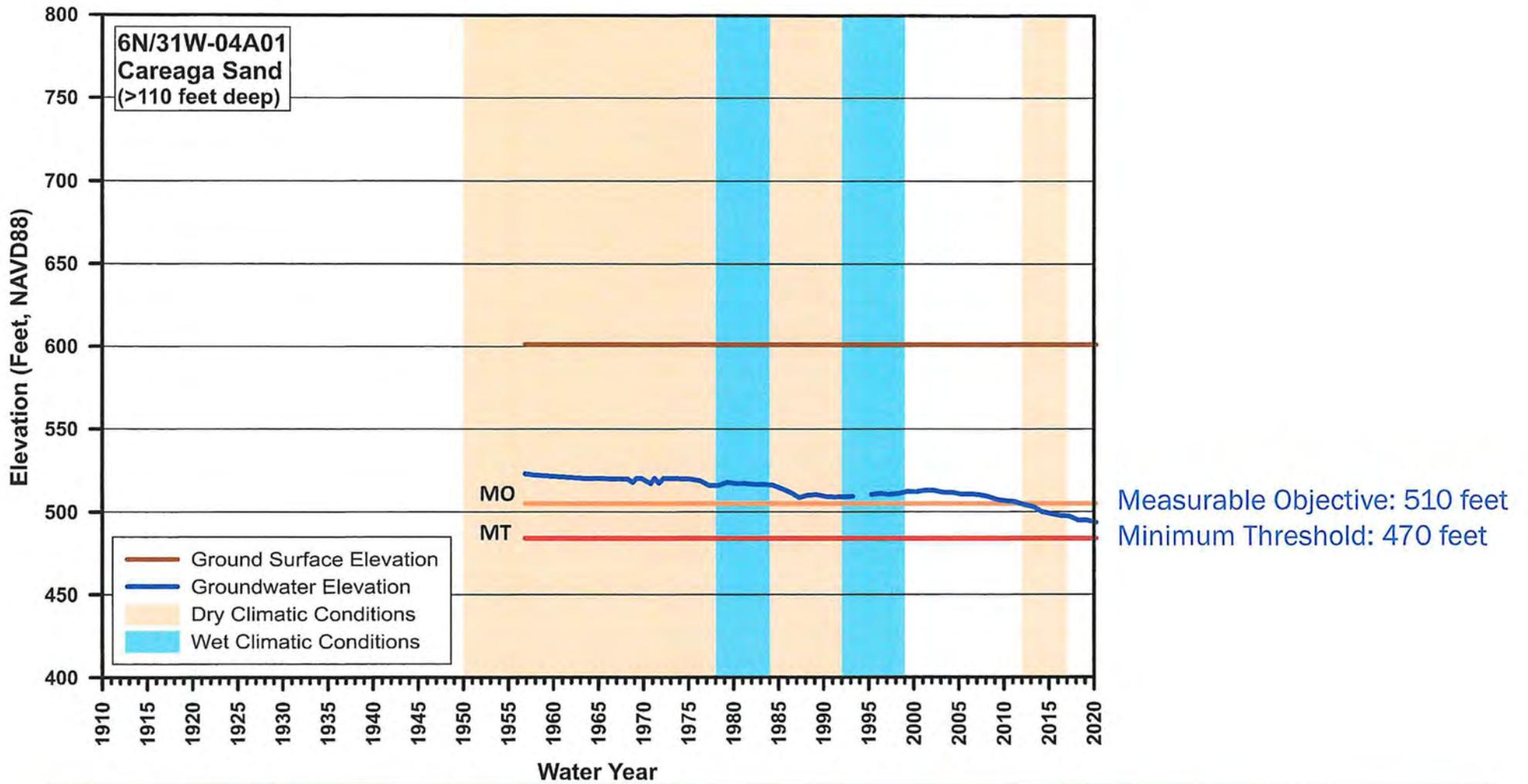


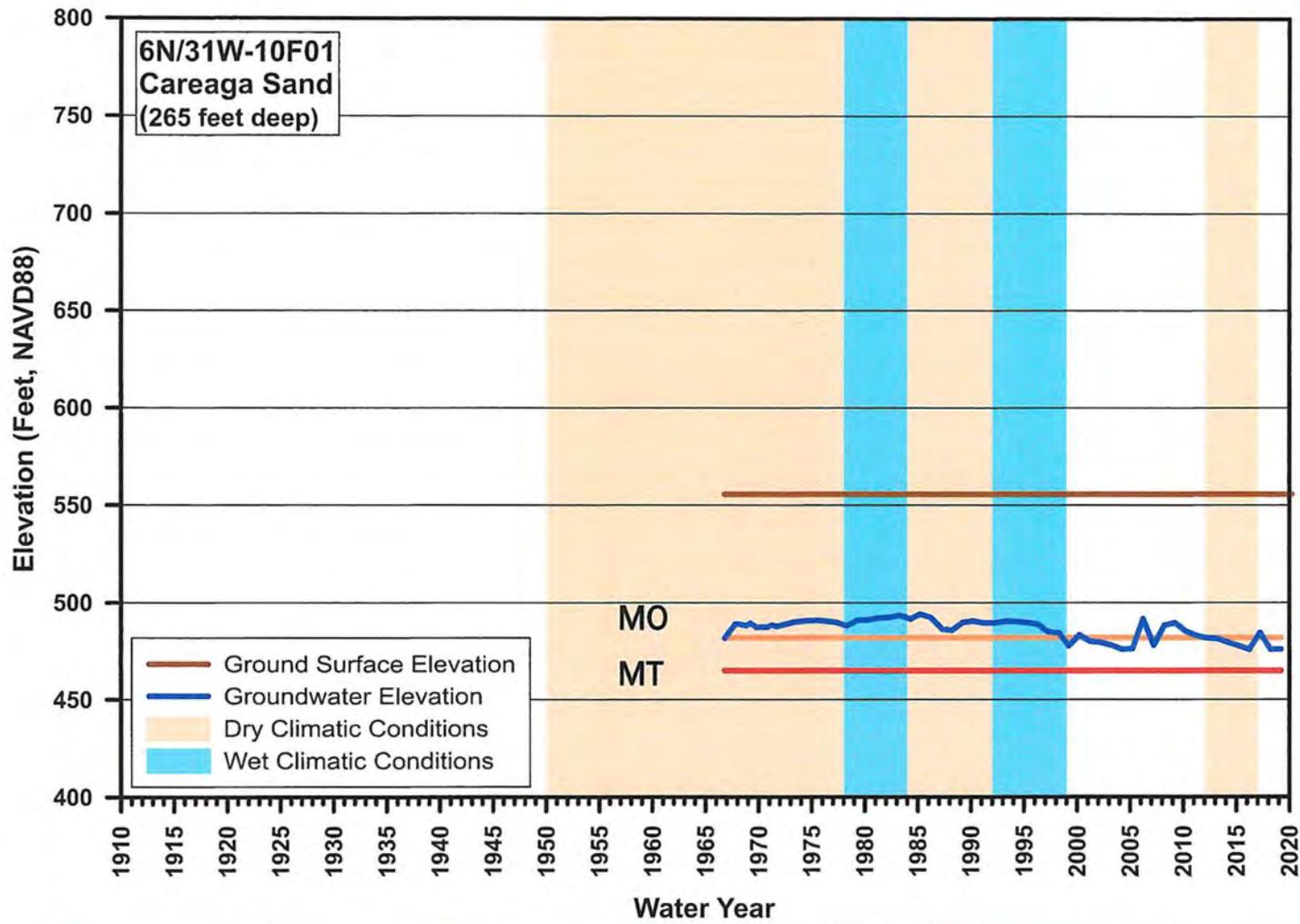


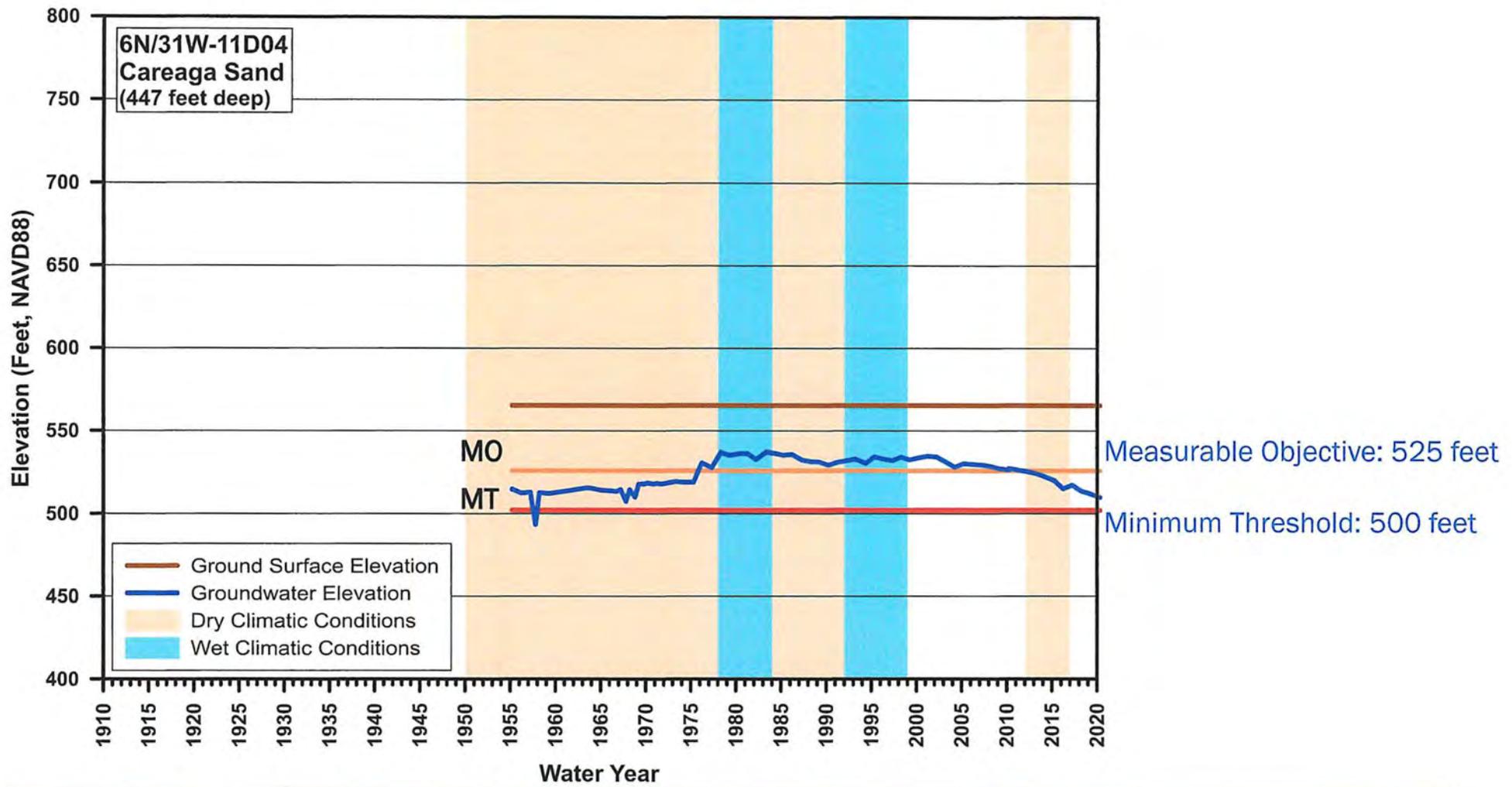


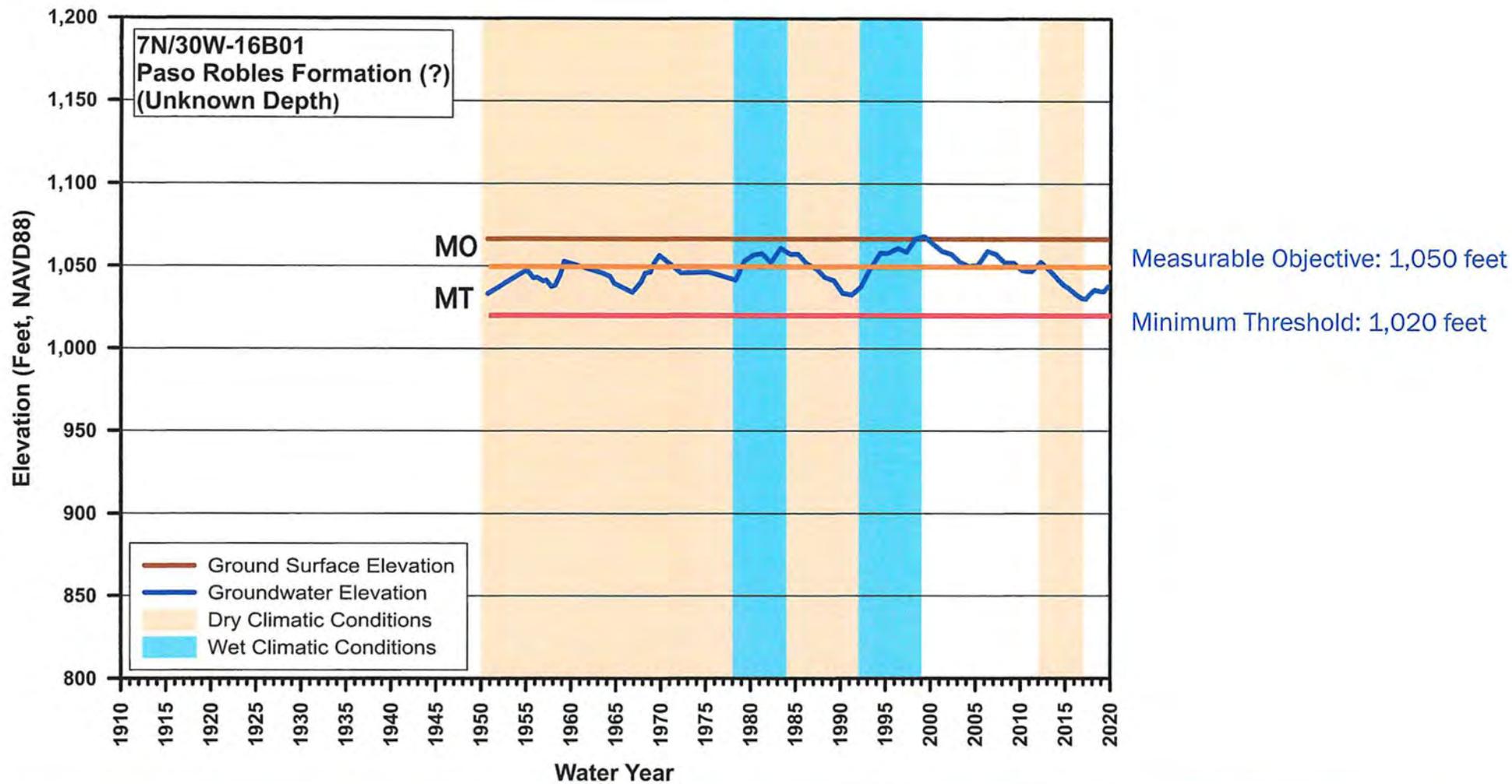


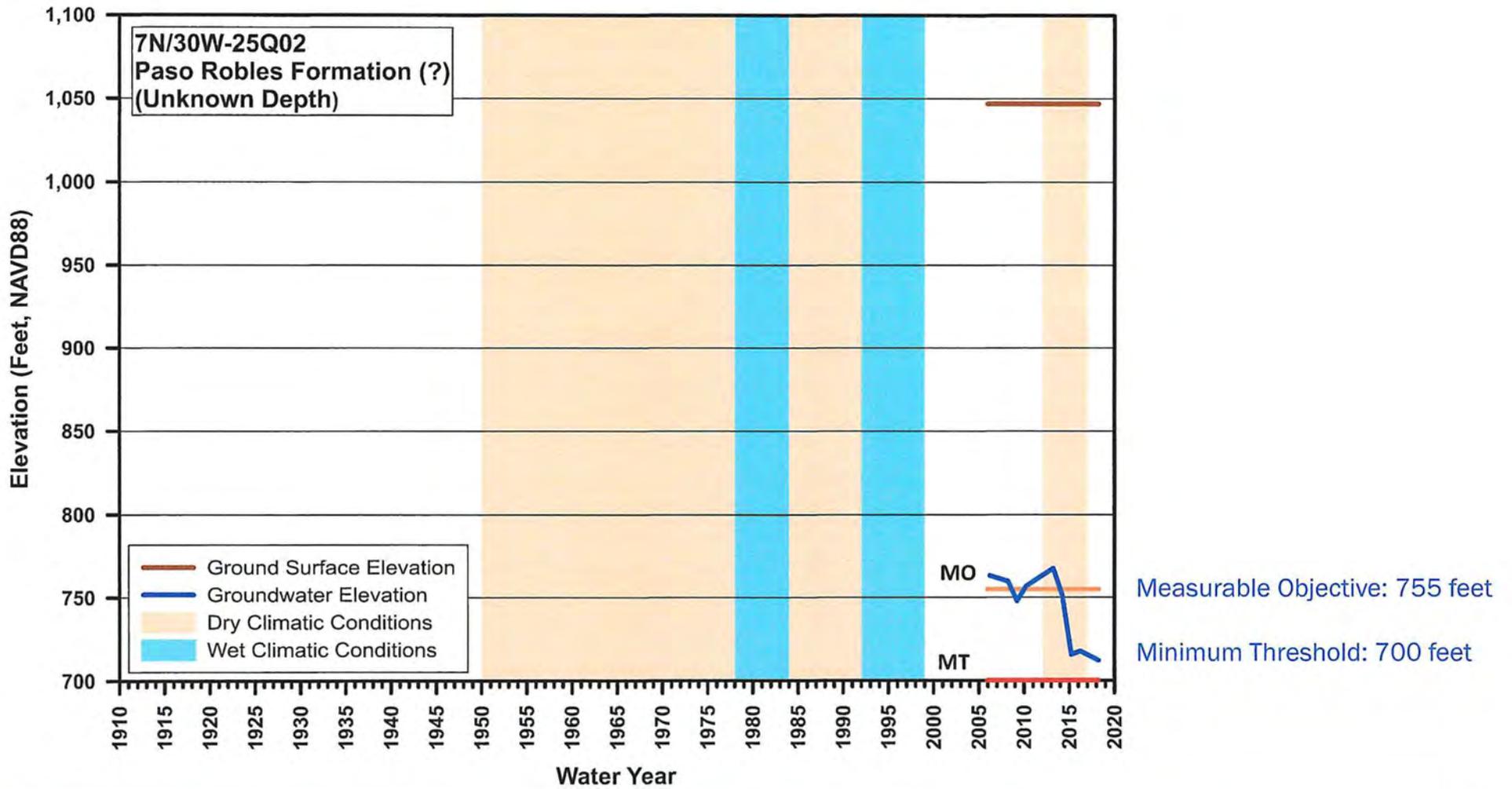












Sustainable Management Criteria Summary

Chronic Reduction of Groundwater in Storage

| Potential Undesirable Results | Minimum Threshold | Measurable Objective | Interim Milestones |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <ul style="list-style-type: none"> Chronic reduction of groundwater in storage that is commensurate with chronic reduction in groundwater levels. Significant number of existing agricultural, municipal, and domestic wells are unable to produce usual historical quantities of water. Groundwater in storage continues to decrease over multiple years in the future. | Same as chronic water level decline. Groundwater levels are a proxy for storage. | Same as chronic water level decline. | Same as chronic water level decline. |

Sustainable Management Criteria Summary

Degraded Water Quality

| Potential Undesirable Results | Minimum Threshold | Measurable Objective | Interim Milestones |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Concentrations of regulated contaminants in municipal, private domestic, or agricultural wells exceed regulatory thresholds caused by pumping or GSA actions.• Groundwater pumping causes concentrations of salts and nutrients (total dissolved solids (TDS), chloride, boron, nitrate and sulfate) to exceed Basin Plan Water Quality Objectives. | <ul style="list-style-type: none">• No minimum threshold set for regulated contaminants – State is responsible for management.• For salts and nutrients, water quality objectives in basin plan exceeded in three consecutive monitoring events in more than 50 percent of wells <u>or</u> is greater than concentrations present when SGMA was enacted (January 2015). | Quality of groundwater meets basin plan water quality objectives or, is not worse than concentrations present when SGMA was enacted (January 2015). | No interim milestones proposed because there are no known undesirable results. |

Sustainable Management Criteria Summary

Depletion of Interconnected Surface Water

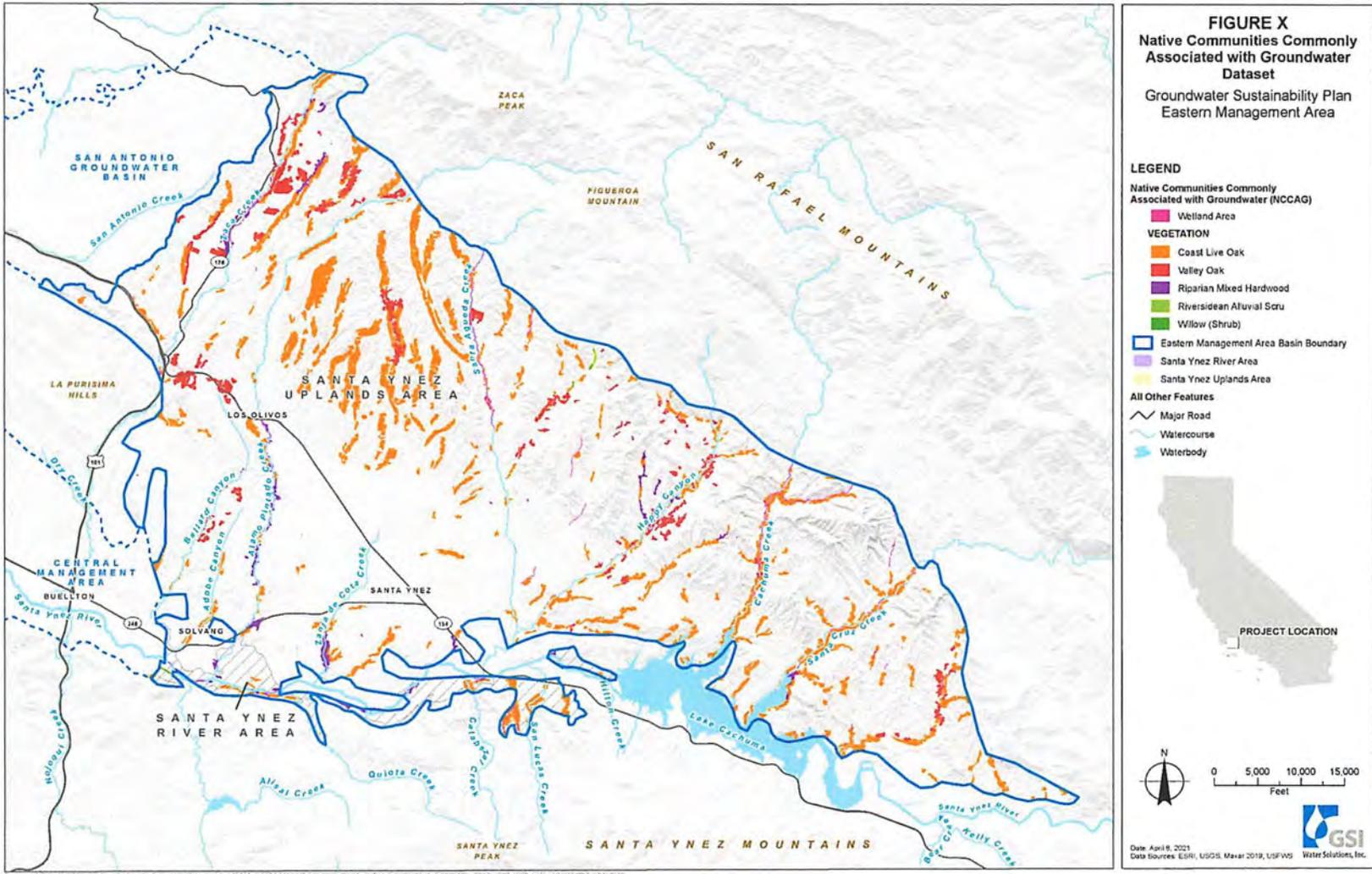
| Potential Undesirable Results | Minimum Threshold | Measurable Objective | Interim Milestones |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <ul style="list-style-type: none">Category A GDEs present in tributaries are significantly and unreasonably impacted as a result of groundwater pumping when groundwater levels drop below the maximum rooting depth for three consecutive quarters. | <ul style="list-style-type: none">Trigger level for evaluation of depletion of interconnected surface water and impacts to GDEs is an observed groundwater level >15ft. below ground surface measured in a dedicated piezometer within a Category A GDE tributary area.¹ | Groundwater levels within 10 feet of ground surface observed in Category A GDE areas of tributaries. | No interim milestones proposed because there are no known undesirable results. |

¹ Monitoring wells in these locations do not yet exist. This is a data gap to be addressed in projects and management actions.

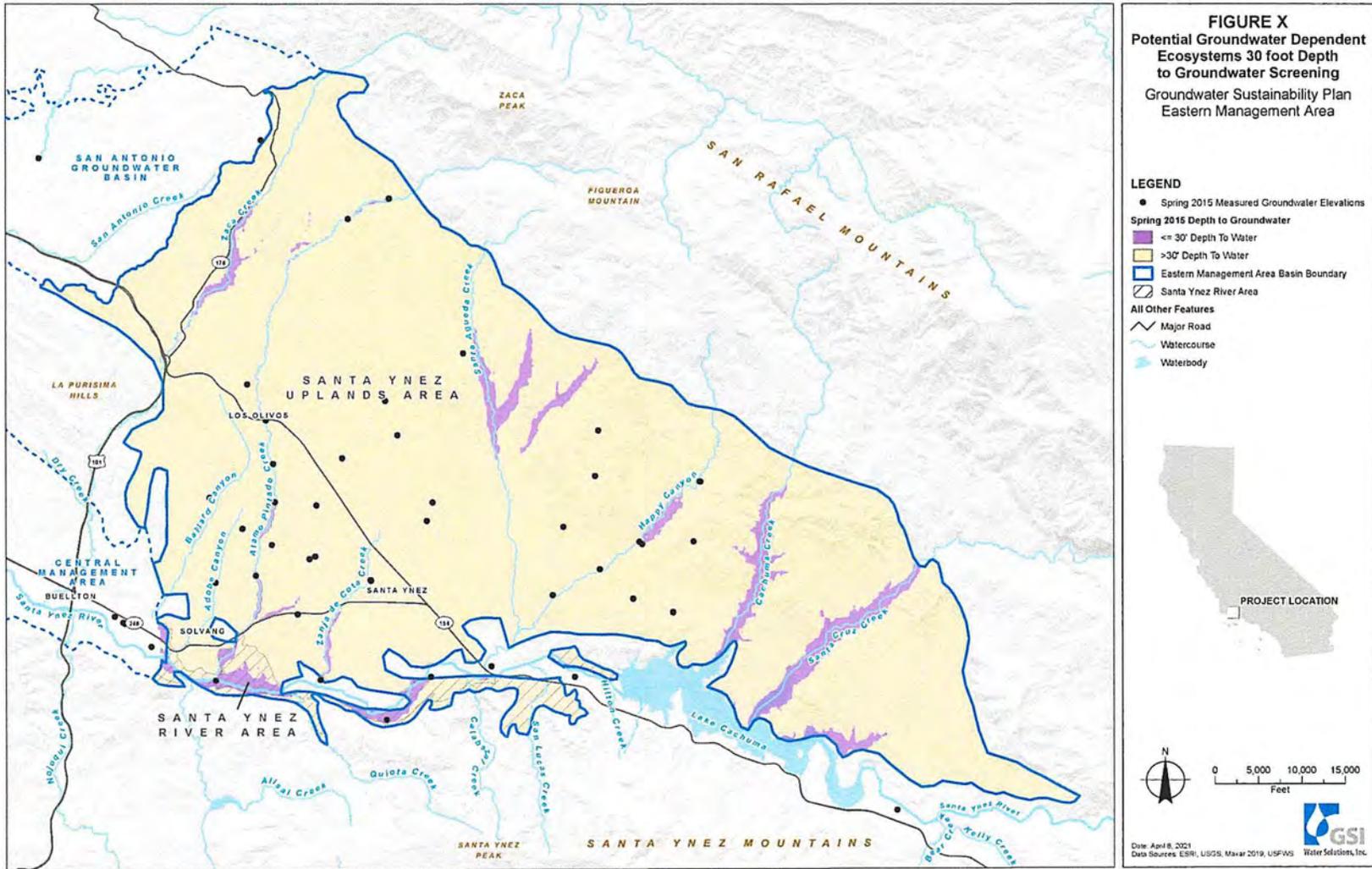
How were Potential GDEs Identified?

- Began with the Native Communities Commonly Associated with Groundwater (NCCAG) dataset
- Screened by 30-foot depth to groundwater [using Spring 2015 water levels]
 - As recommended by TNC

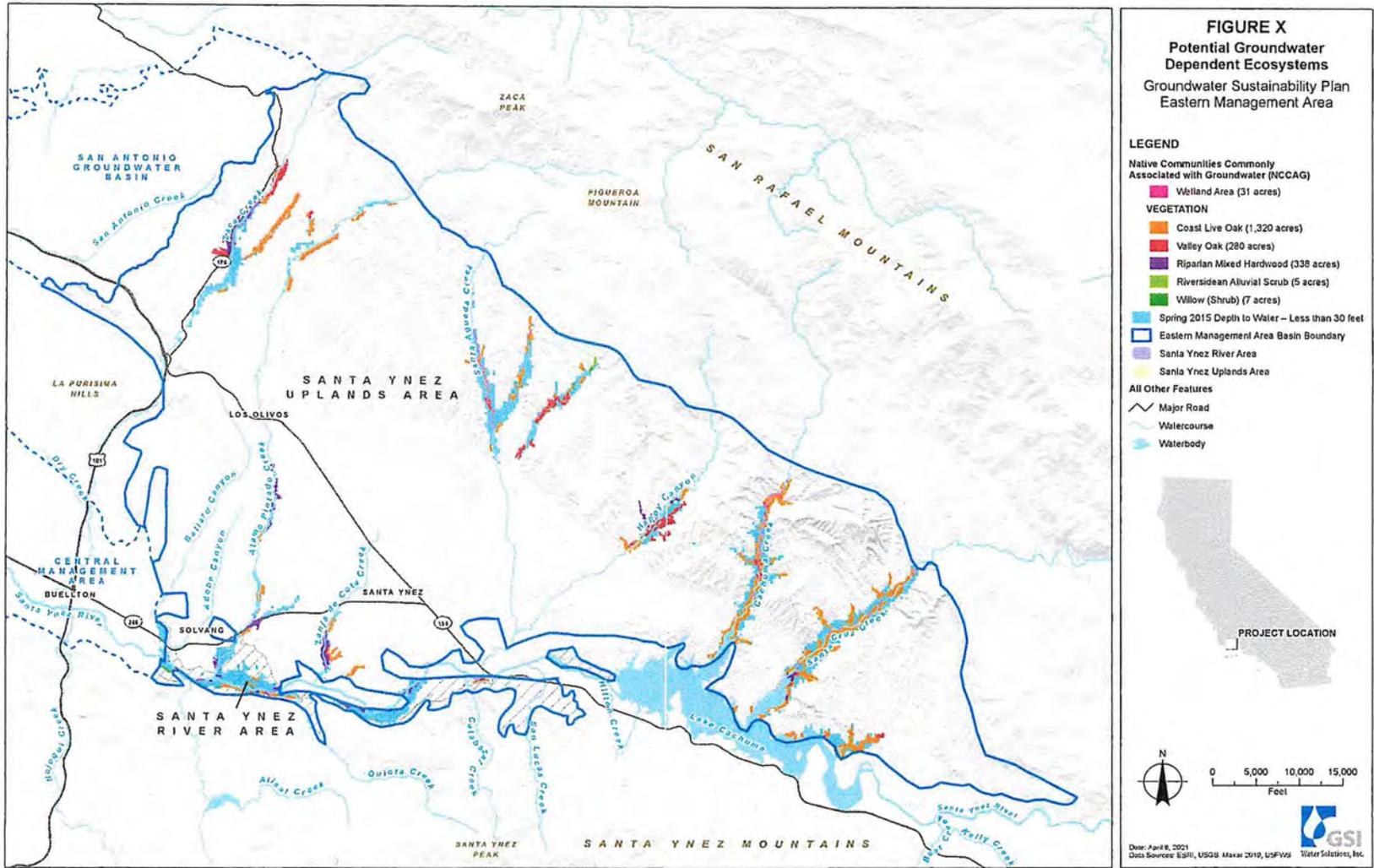
Native Communities Commonly Associated with Groundwater



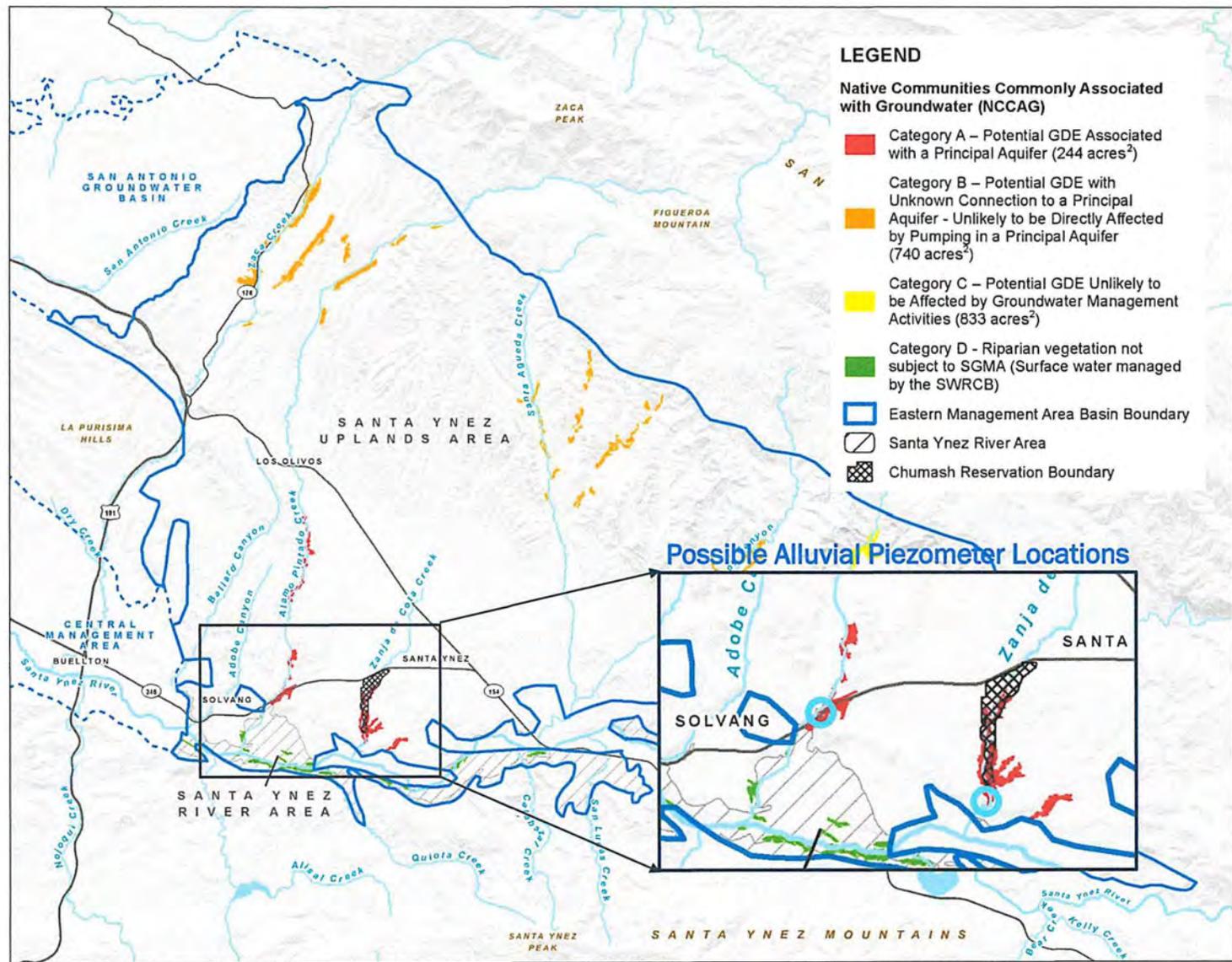
30-foot Depth to Groundwater Screening [Spring 2015 water levels]



Potential GDEs after 30-foot depth to Groundwater Screening



Categorized
Potential
GDEs



Sustainable Management Criteria Summary

Subsidence

| Potential Undesirable Results | Minimum Threshold | Measurable Objective | Interim Milestones |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <ul style="list-style-type: none">Significant and unreasonable subsidence caused by groundwater extraction exceeds the annual rate observed at InSAR monitoring station located in Santa Ynez <u>and</u>Causes damage to structures and infrastructure and substantially interferes with surface land uses. | Rate of subsidence exceeds 1.0 inch per year measured at the InSAR monitoring station located in Santa Ynez, caused by EMA groundwater pumping and results in damage to surface land uses. | Average rate of subsidence (0.5 inches per year) as a result of pumping. | No interim milestones proposed because there are no known undesirable results. |

Next Steps

- Receive comments on recently released Draft Water Budget section
- Continued development of Sustainable Management Criteria based on stakeholder feedback
- Preparation of Sustainable Management Criteria Section of GSP
- Develop monitoring plan
- Develop list of possible Management Actions and Projects

Thank you!

Jeff Barry

GSI Water Solutions, Inc.
jbarry@gsiws.com

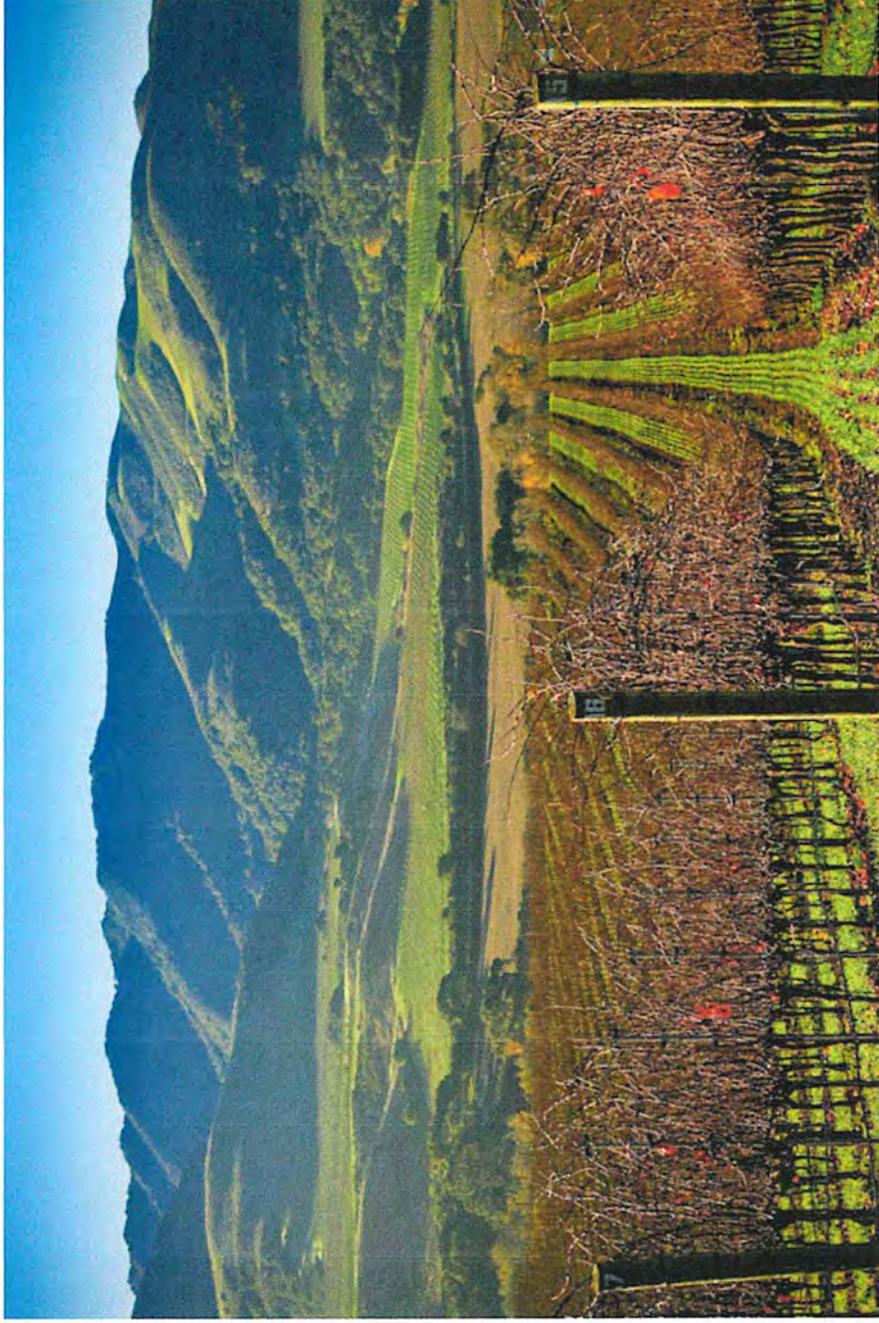


Photo Credit: Jeremy Ball, Courtesy of Longoria Wines



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Flood Control
Department No.: 054
For Agenda Of: March 2, 2021
Placement: Departmental
Estimated Time: 45 minutes on
March 2, 2021
Continued Item: Yes
If Yes, date from: February 2, 2021
Vote Required: Majority

TO: Board of Directors, Flood Control and Water Conservation District

FROM: Department Scott D. McGolpin, Public Works Director, 805-568-3010
Director(s)
Contact Info: Thomas D. Fayram, Deputy Public Works Director, 805-568-3436

SUBJECT: State Water Project Contract Amendments

County Counsel Concurrence

As to form: Yes

Other Concurrence: County Executive Office

Auditor-Controller Concurrence

As to form: N/A

Recommended Actions:

That the Board of Directors:

Consider the request of the Central Coast Water Authority (CCWA) to approve two Water Supply Contract Amendments as follows:

- a) Consider the request of the Central Coast Water Authority (CCWA) to approve Amendment 20 (Contract Extension Amendment) to the State Water Project (SWP) Contract as follows;
 - i. Approve and authorize the Public Works Director or his designee to execute Amendment 20 (Contract Extension) to the SWP Contract contingent upon CCWA's acknowledgement by an action of its Board that the Transfer of Financial Responsibility Agreement (TFRA) remains in full force; and
 - ii. Approve and authorize the Public Works Director or designee to sign the Agreement Confirming the Term of the Transfer of Financial Responsibility Agreement; and
 - iii. Certify that the Board, acting as a Responsible Agency, has reviewed and considered the information and environmental effects contained in the Final Environmental Impact Report (FEIR) for Amendment 20 to the SWP Contract, and that the California Department of Water Resources (DWR) as Lead Agency found no significant impacts and is the custodian of the records located at <https://ceqanet.opr.ca.gov/2014092036/2;>

- b) Consider the request of the CCWA to approve Amendment 21 (Water Management Amendment);
 - i. Reject Amendment 21 at this time because CCWA has not addressed the concerns of out of District transfers and the impacts on water supply for sales of water out of the County; and
 - ii. Direct staff to continue to work with CCWA staff and return to your Board at a future date if mutually agreeable terms can be reached related to Amendment 21.

- c) Determine that the proposed actions are not a project under the California Environmental Quality Act, pursuant to Guidelines Section 15378(b)(5), organization or administrative activities that will not result in a direct or indirect physical change in the environment.

Summary Text:

This item is on the agenda to consider Amendment Nos. 20 and 21 to the State Water Project Agreement. On February 2, 2021, your Board continued this item to the March 2, 2021 Board Agenda to allow CCWA and District staff the ability to meet to find elements of the proposed amendments that could be mutually agreeable to each Board.

The respective staff met on two occasions, had multiple additional dialog on the issues, and CCWA's Board held a special meeting on February 17th to discuss the concerns raised at the prior Board hearing. In regards to Amendment 20 (Contract Extension), CCWA, District staff, and Counsel agreed to recommend the Agreement Confirming the Term of the Transfer of Financial Responsibility Agreement proposed by CCWA to clarify that the term of the TFRA extends to match the term of the SWP Contract, as amended and extended by executing Amendment 20. Approval of Amendment 20 will allow CCWA's members to enjoy financial benefits, as detailed in CCWA's presentation on February 2, 2021, and will assist with assuring a long term water supply source for the County and its residents.

In regards to Amendment 21 (Water Management), CCWA initially represented that their position was to only accept full approval of Amendment 21 without conditions. However on February 17, 2021, CCWA's Board adopted a resolution establishing a first right of refusal to local water purveyors under the same terms and conditions for any water sale outside the County. Although this resolution appears to address some of the concerns raised on February 2nd, as out of County water sales would be allowed without any other conditions, and with the uncertainty these sales would impose on total County water supplies, and without time to further discuss this with CCWA, staff is recommending the Board not approve Amendment 21 at this time. Instead, staff is recommending that the Board direct staff to continue a dialog with CCWA to address concerns of transferring water outside the County. Staff will seek further discussions with CCWA and will return to your Board in the future should there be an agreement to present to your Board.

Background:

The District entered into a contract with DWR in 1963 to receive an allocation of up to 57,700 acre-feet per year (AFY) of water from the State Water Project. The District then began making annual payments to DWR for its share of the capital costs of the project.

The SWP is an important element of the County's overall water supplies and deliveries of SWP water helps offset use/overuse of groundwater and compliments other local supplies. Delivery of high quality

water (low in Total Dissolved Solids) provides additional benefits to water purveyors as well. As other existing supplies, such as surface reservoirs, are now and will continue to deliver far less water than originally developed. For example, the Cachuma Project now has shown its inability to provide its original planned allocations through a drought period.

In the early 1980s, after an unsuccessful bond election to pay for local facilities, several water purveyors opted to assume responsibility for payment for 45,486 AFY of the District's allocation through a series of Water Supply Retention Agreements (WSRAs). Up until approximately 1986 the District made all payments to DWR for the capital costs of the SWP.

In 1991, CCWA was formed by various water purveyors to manage the delivery of State Water to Santa Barbara County. Under the management of CCWA, the Coastal Branch connection to the SWP was studied, as required by CEQA, and completed in 1995 with a design capacity of 39,078 AFY. Since then, CCWA has operated the Coastal Branch and distributed water to its member water purveyors. In addition, with the execution of the Transfer of Financial Responsibility Agreement (TFRA) with the District, CCWA has been responsible for fiscal matters relating to State Water, including all the payments to DWR and protecting the District in the event that one or more of its member units fail to meet its financial obligations. To date neither CCWA nor the District have ever defaulted on SWP payments.

Fiscal and Facilities Impacts:

Budgeted: Yes

Narrative:

Management of the water supply agreements are ongoing programs and staff time is included every year in the budget in the Water Resources Division of the Public Works Department. However, pursuant to the TFRA costs relating to management of the SWP are reimbursed by CCWA.

Special Instructions:

Direct the Clerk of the Board to email the minute order of these actions to clopez@cosbpw.net.

Authored by:

Thomas D. Fayram, Deputy Public Works Director, (805) 568-3436

cc: Jeff Frapwell, Assistant CEO



Santa Barbara County Public Works Department
Flood Control Water Agency Project Clean Water

MEMORANDUM

Date: March 2, 2021

To: Clerk of the Board

From: Scott D. McGolpin, Public Works Director

A handwritten signature in black ink, appearing to be "SM", is written over the "From:" line.

RE: **State Water Project Amendments Item D-5 on March 2, 2021 Agenda**

A revised recommended action a) i:

Approve and authorize the Public Works Director or his designee to execute Amendment 20 (Contract Extension) to the SWP Contract to the extent it is substantially similar to the preliminary execution version 4, contingent upon County Counsel's review and CCWA's acknowledgement by an action of its Board that the Transfer of Financial Responsibility Agreement (TFRA) remains in full force.

Please also accept preliminary execution version 4 of Amendment 20 (to replace Attachment B from February 2, 2021).

These changes are necessary to incorporate the latest version of Amendment No. 20.

Thank you.

Attachment: copy of preliminary execution version 4 of Amendment 20 (to replace Attachment B from February 2, 2021) and emails from T. Mizell (DWR) dated 3/1/21 and 3/2/21

State Water Project Contract Amendments

Santa Barbara County Flood Control
& Water Conservation District

Board of Directors

March 2, 2021

Central Coast Water Authority Request
(Continued from February 2, 2021)

- Approve Amendment 20, State Water Project (SWP) Contract Extension
- Approve Amendment 21, SWP Water Management Amendment

Your Board continued this item to March 2, 2021 to allow staff to meet.

Amendment 20 - Update

Amendment 20 extends SWP contract from current expiration in 2038 to 2085:

-
- • County Counsel and CCWA Counsel have revised the approach to the Transfer of Financial Responsibility Agreement (TFRA) to affirm the TFRA remains in full force if your Board approves Amendment 20 through adoption of the Agreement Confirming the Term of the TFRA.
- Recommend approving Amendment 20 and the Agreement at this time.
-

Amendment 21 - Update

Amendment 21 allows the sale and purchase of SWP water out of the County:

- CCWA requested unconditional approval of Amendment 21.
- CCWA since approved a Resolution of First Refusal to allow in County SWP participants first right of refusal, however, the terms would be the same as the term for an outside County sale.
- Recommending to not approve this Amendment at this time to allow staff to continue discussions with CCWA.
- Amendment 21 may return to your board at a future date based on discussion and new proposals from CCWA.

Report form CCWA Staff

Ray Stokes report from CCWA Board
Meeting of February 17, 2021

Recommendations

- Approve Amendment 20 with conditions outlined in staff report.
- Reject Amendment 21 at this time and direct staff to continue discussions with CCWA and return to your Board as appropriate.



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

March 2, 2021

TO: CCWA Operating Committee

FROM: Ray A. Stokes
Executive Director 

SUBJECT: State Water Project Contract Amendments #20 (Contract Extension) and #21
(Water Management Amendment)

DISCUSSION

On Tuesday, March 2, 2021, the Board of Directors for the Santa Barbara County Flood Control and Water Conservation District (District) approved execution of the "Contract Extension" amendment to the State Water Project Contract when the amendment is eligible to be executed per the Department of Water Resources. A copy of that amendment is included as an attachment to this report for your information.

The District Board tabled consideration of the Water Management Amendment pending further negotiations with CCWA.

CCWA staff will provide an update of those negotiations at the March 11, 2021 meeting of the Operating Committee.

RAS

Attachment: State Water Project Water Supply Contract Extension Amendment, Preliminary Execution Version #4



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

will be held at 9:00 a.m., on Thursday, March 25, 2021
via URL: <https://meetings.ringcentral.com/j/1481592089>
or via telephone by dialing 1(623) 404-9000 and entering code 148-159-2089#

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

San Luis Obispo Valley
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water
Conservation District,
Improvement District #1

Associate Member

La Cumbre Mutual
Water Company

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

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

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

I. Call to Order and Roll Call

II. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
Agenda item 2, the Closed Session, is anticipated to take 45 minutes. The remainder of the Meeting will start no sooner than 9:45 am.

III. Return to Open Session – Estimated time 9:45 AM

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

V. Consent Calendar – For Approval

- * A. Minutes of the January 28, 2021 Regular Meeting
- * B. Minutes of the February 17, 2020 Special Meeting
- * C. Bills
- * D. Controller's Report
- * E. Operations Report

VI. Executive Director's Report

- A. Water Supply Situation Report – *Update Only*
- * B. Santa Barbara County Flood Control and Water Conservation District Approval of Amendment No. 20, the Contract Extension Amendment to the State Water Project Contract – *Update Only*

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

* Indicates attachment of document to original agenda packet.

* The Continuing Disclosure Report and Preliminary Budget have been included for Board members only with this mailing. The Preliminary Budget and Continuing Disclosure Report documents are available on-line at www.ccwa.com, or by contacting Lisa Watkins at lfw@ccwa.com to request a hard copy.

Continued

- * C. Amendment No. 21: Water Management Amendment to the State Water Project Contract - *Request for Direction*
 - ★ * D. CCWA FY 2021/22 Preliminary Budget – *For Information Only*
 - ★ * E. FY 2019/20 Continuing Disclosure Annual Report – *Request for Ratification*
- VII. Reports from Board Members for Information Only**
- * A. City of Santa Barbara Appointment of Eric Friedman as Board Member and Kristen Sneddon as Board Alternate
- VIII. Items for Next Regular Meeting Agenda**
- A. CCWA FY 21/22 Budget
- IX. Date of Next Regular Meeting: April 22, 2021**
- X. Adjournment**
-



CENTRAL COAST WATER AUTHORITY

MEMORANDUM

March 16, 2021

TO: CCWA Board of Directors

FROM: Ray A. Stokes
Executive Director 

SUBJECT: Amendment No. 21: Water Management Amendment to the State Water Contract

SUMMARY

The CCWA Board of Directors has requested 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 (**Attachment #1**) numerous times beginning on October 28, 2020. Since that time, the Santa Barbara County Board of Supervisors, acting in its capacity as the Board of Directors of the District (District Board) and District staff have sought to impose conditions on CCWA and its project participants in exchange for the District's execution of the Water Management Amendment. This report will provide a timeline of those requests, the various conditions that have been presented to CCWA from the District staff and the current status of CCWA's request for execution with the District Board.

On March 2, 2021, the District Board of Directors deferred for the second time its consideration of Amendment No. 21 and directed District staff to continue to work with CCWA staff and to return to the District Board at a future date if mutually agreeable terms can be reached.

On March 5, 2021, DWR sent the attached "Implementation of Water Management Amendment" notice stating the Water Management Amendment is effective and that the remaining SWP Contractors that have not yet signed the amendment have until **April 29, 2021** to execute the amendment (**Attachment #2**).

Staff requests direction regarding next steps.

DISCUSSION

Timeline

The following is a timeline of the numerous communications between CCWA and the District staff and District Board.

October 22, 2020: CCWA unanimously approved Amendment No. 21 and by letter dated **October 28, 2020**, CCWA requested that the District execute Amendment No. 21 (**Attachment #3**).

January 26, 2021: District Staff Report to District Board for the February 2, 2021 District Board Meeting (**Attachment #4**) proposing a "revenue sharing and water sales agreement" for all out of County sales of State water:

State Water Project Contract Amendments
Agenda Date: January 26, 2021
Page 2 of 5

- b) Consider the request of the Central Coast Water Authority (CCWA) to approve Amendment 21 (Water Management Amendment) to the SWP Contract;
 - i. Authorize the Public Works Director or his designee to negotiate a revenue sharing and water sales agreement with CCWA as a contingency for approval of Amendment 21 to the SWP Contract;
 - ii. Direct staff to return to the Board with both the revenue sharing and water sales agreement and Amendment 21 for approval;
- c) Provide additional direction to staff regarding the State Water Project; and
- d) Determine that the proposed actions are not a project under the California Environmental Quality Act, pursuant to Guidelines Section 15378(b)(5), organization or administrative activities that will not result in a direct or indirect physical change in the environment.

January 28, 2021: At its meeting on January 28, 2021, the CCWA Board of Directors declined to negotiate and execute a "revenue sharing and water sales agreement," authorized CCWA staff to seek a continuance of the Board of Supervisors' March 2, 2021 consideration of CCWA's request, and further authorized delivery of a letter to the Board of Supervisors notifying it of CCWA's actions (**Attachment #5**).

February 2, 2021: The District Board considered CCWA's request and continued the item to March 2, 2021.

February 4 and 11, 2021: CCWA staff met with District staff on February 4 and February 11, 2021 to discuss District staff's proposed conditions.

February 9, 2021: Email from Tom Fayram to Ray Stokes RE: District Staff Recommendation to District Board for Approval of Amendment No. 21 (**Attachment #6**) with new proposed conditions:

- 2. To recommend approval of Amendment 21, provided that CCWA agrees to the provision that;
 - a. Requests to purchase water for importing would be needed to address shortages.
 - b. Requests to sell water out of County would not be considered / approved and in County transfers be sought instead.

February 17, 2021: Letter from Assistant County Executive Officer, Jeff Frapwell to Ray Stokes stating that all out-of-county sales would be prohibited (**Attachment #7**).

February 17, 2021: CCWA Board of Directors adopts Resolution No. 21-01 adopting a Right of First Refusal Rule for proposed water sales outside of Santa Barbara County which requires CCWA project participants proposing to sell water to another SWP Contractor, to offer the first under the same terms and conditions to other CCWA project participants.

February 18, 2021: CCWA letter to the District transmitting Resolution No. 21-01 and again requesting the District execute Amendment No. 21 at the District's Board meeting on March 2, 2021 (**Attachment #8**).

March 2, 2021: District staff report recommends the District Board reject CCWA's request for execution of Amendment No. 21 (**Attachment #9**):

State Water Project Contract Amendments
Agenda Date: March 2, 2021
Page 2 of 3

- b) Consider the request of the CCWA to approve Amendment 21 (Water Management Amendment);
- i. Reject Amendment 21 at this time because CCWA has not addressed the concerns of out of District transfers and the impacts on water supply for sales of water out of the County; and
 - ii. Direct staff to continue to work with CCWA staff and return to your Board at a future date if mutually agreeable terms can be reached related to Amendment 21.

March 2, 2021: District Board votes to "table" consideration of Amendment No. 21 with all other aspects of the proposed action left intact as follows (emphasis added):

- b) Consider the request of the CCWA to approve Amendment 21 (Water Management Amendment):
- i. Reject Table Amendment 21 at this time ***because CCWA has not addressed the concerns of our of District transfers and the impacts on water supply for sales of water out of the County; and***
 - ii. Direct staff to continue to work with CCWA staff and return to your Board at a future date ***if mutually agreeable terms can be reached related to Amendment 21***

March 5, 2021: Ray Stokes meets with District staff to discuss the District's proposed conditions and Ray follows up with an email on March 8, 2021 to confirm the conditions conveyed by the District in the March 5, 2021 meeting (**Attachment #10**).

Here's my summary of our discussion:

Overall SB County Board Concerns:

1. There is a valid need for CCWA to be able to purchase water in the future and exchanges will not meet that need.
2. Open to a sale of State water if there is a corresponding amount of water that has been developed locally. In other words, no net water going out of SB County.
3. CCWA Right of First Refusal: Sellers should not make a profit on sales to other CCWA project participants.
4. Joan Hartman concern: she is concerned about the destination of the water sold; doesn't want water used for new development.

District's proposed conditions on approval of Amendment #21:

Prior to SB County BOS approval, District and CCWA enter into an agreement that provides:

1. Purchases: all purchases allowed
2. Exchanges: water for like amount of water only – i.e., no net loss of water
3. Sales: sales out of county only if participant has already developed an equivalent amount locally. In other words, the local water supply source (e.g., potable reuse) has to already be water for a sale of state water to be allowed out of the county

March 12, 2021: Tom Fayram email to Ray Stokes identifying new and additional conditions (See **Attachment #10**).

Hello Ray,

Thank you for your email below. In consultation with the District team, we believe your email captures the high level concepts. Each point may have more substantive details and definitions, which we will need to address. Perhaps amongst others; - defining the local water source (we agree the SB Desal plant has a case to be counted); - Setting a price point on the sale to local partners (no profit); - defining water for development; - and also linking the sale outside county to both the local offering AND the criteria of link any sale outside the County (after first offering in County) to a local project offset.

You asked about any more conditions, and while we recognize the email you sent captures the items discussed, we also recognize things can evolve and change. We also heard that there may be some new issues that came up at the Operations Committee meeting that may have to be worked out as well (like water banking, etc).

We will look forward to hearing from you to start working with you to better define these principles.

Thank you.

Thomas D. Fayram
Deputy Public Works Director
County of Santa Barbara
805-568-3436
www.countyofsb.org/pwd

March 15, 2021: Ray Stokes email to Tom Fayram requesting a written proposal and agreement comprising ALL proposed conditions from District staff for recommendation to the District Board to execute Amendment No. 21 (See **Attachment #10**).

The following is a brief synopsis of the changing conditions requested by the District since CCWA's first request for execution of Amendment No. 21 on October 22, 2020. This list may not reflect all conditions proposed and some conditions. As noted in Tom Fayram's March 12, 2021 email, the District may require new and additional conditions not identified below. Also, the District has not provided any of the details of these conditions.

| Date | Changing District Staff Conditions |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| January 26, 2021 | <ul style="list-style-type: none">• "Revenue Sharing and water sales agreement for out of County sales" required before execution of Amendment No. 21 |
| February 9, 2021 | <ul style="list-style-type: none">• Purchases Ok• All sales outside of SB County denied. Presumably negates the revenue sharing agreement from January 26, 2021 proposal. |
| March 5, 2021 | <ul style="list-style-type: none">• Exchanges permitted only if balanced.• Purchases OK.• Sales outside of SB County OK if:<ul style="list-style-type: none">○ Participant first must develop and produce a local water supply of equal or greater amount (i.e., desal)○ water sold can't be used for new development and possibly other uses○ Other possible conditions TBD• Sales inside of SB County must be "at cost"• Other possible conditions TBD |

Note: In addition to the conditions proposed in exchange for the District's execution of Amendment No. 21, staff understands that the District also reserves the right to consider each transfer or exchange at the time it is proposed.

Negative Consequences of District Conditions

The proposed conditions would deprive CCWA and its participants of all of the benefits of Amendment No. 21, benefits that will be enjoyed by all other contracting agencies.

Specifically, the proposed conditions would have the following impacts:

1. Discriminates Among CCWA Participants

By prohibiting sales of SWP water outside of Santa Barbara County *unless* a local water project has first been developed and is delivering water, only those CCWA participants that have both the demand for and capacity to develop other local sources of supplies such as desalination plants or potable reuse, etc., would be eligible to make single year or multi-year transfers out of the county.

Further, some CCWA participants may not have sufficient financial resources to fund, in advance, alternate local water supplies without the revenues that could be received from out-of-county sales to help offset the costs of developing local supplies within the CCWA participants' service areas.

2. Severely Limiting the Potential Uses and Buyers of Any Water

Even if a CCWA participant is able to develop an alternate local water supply in advance of any transfer or exchange, the District further proposes to limit the type of potential uses of any transferred water, which likely would severely limit the ability of CCWA participants to find willing buyers. Further, it is unclear how this condition would be implemented since it may not be known what the end use of the supply is or will be at the time of the sale.

3. Potential Loss of Carryover Water Stored in San Luis Reservoir

One of the provisions of Amendment No. 21 is the ability to transfer or exchange up to 50% of a SWP Contractor's carryover water stored in San Luis Reservoir (more than 50% may be transferred or exchanged if approved by DWR). Carryover water is water that is made available to a SWP Contractor in one calendar year but not delivered to the SWP Contractor and therefore "carried over" in San Luis Reservoir to the next calendar year.

Carryover water is subject to "spill" or loss in the event the reservoir completely fills in the next calendar year. If CCWA and its participants are precluded from selling SWP water outside of the county because they cannot satisfy the District's pre-conditions (above), carryover water could be lost and they will be deprived of a valuable tool in helping manage their unused State water supplies stored in San Luis Reservoir.

4. Inability to Transfer Water Stored Outside of Santa Barbara County

Another provision of Amendment No. 21 allows for SWP water that is stored outside of a Contractor's service area (i.e., groundwater banks) to be transferred to another SWP Contractor without it first being returned to the SWP Contractor's service area. In other words, those CCWA project participants that have stored SWP water outside of Santa Barbara County would be precluded from selling that stored water to another SWP Contractor unless the stored water was brought back into Santa Barbara County first before being transferred to another SWP Contractor—likely making the transfer infeasible due to the greatly increased complexity, energy consumption and costs of the transaction.

5. Inability to Participate in Unbalanced Exchanges

This District proposes that only balanced exchanges would be allowed by CCWA and its participants. This means that CCWA would be at a significant disadvantage regarding its ability to participate in exchange transactions in future and would only be able to participate in

exchanges whereby CCWA is providing the water to another SWP Contractor and receiving exactly the same amount of water in return. It is unlikely other SWP Contractors will want to participate in an exchange with CCWA on these terms as Amendment No. 21 allows for exchange ratios up to 5:1.

Current Status of CCWA Request for Execution of Amendment No. 21

Based on the District Board action on March 2, 2021, which directed District staff to work with CCWA and bring consideration of Amendment No. 21 back to the District board ***if mutually agreeable terms can be reached related to Amendment 21***, CCWA staff believes that the District Board has delegated to District staff discretion to determine if or when it will recommend the District Board consider Amendment No. 21 again. Based on District staff's prior recommendations to its Board, it appears that unless CCWA agrees to District staff's conditions outlined in the confirming email string between Tom Fayram and Ray Stokes that the District staff will decline to request consideration by their Board.

In the event CCWA agrees to negotiate terms and conditions of the District's execution of Amendment No. 21, a contract would need to be drafted between CCWA and the District and presented to the Boards of both CCWA and the District for their respective consideration and approval before Amendment No. 21 would be executed.

REQUESTED ACTION

That the CCWA Board of Directors provide CCWA staff with direction. The following options are available:

1. Accept District staff's proposed conditions, authorize CCWA staff to negotiate a contract with District staff that includes all terms and conditions proposed on CCWA actions (i.e., transfers and exchanges) pursuant to Amendment No. 21, in addition to all terms and conditions included in Amendment No. 21 itself, and return to the CCWA Board for consideration of the proposed contract.
2. Reject District staff's proposed conditions and authorize CCWA staff to renew CCWA's request to District Board to authorize execution of Amendment No. 21 without conditions.
3. Other—to be determined.

RAS

ATTACHMENTS

1. Amendment No. 21, the Water Management Amendment
2. March 5, 2021 DWR Notice to SWP Contractors: Implementation of Water Management Amendment
3. October 28, 2020 CCWA letter to the District requesting execution of the Water Management Amendment (without attachments)
4. January 26, 2021 District staff report to the District Board (without attachments)
5. January 29, 2021 CCWA letter to District Board declining to negotiate a revenue sharing and water sales agreement (without attachments)
6. February 9, 2021 email from Tom Fayram to Ray Stokes

7. February 17 letter from Assistant County Executive Officer Jeff Frapwell to Ray Stokes
8. February 18, 2021 letter from CCWA to District Board transmitting CCWA Resolution 21-01, Right of First Refusal (without attachments)
9. March 2, 2021 District staff Board letter recommending rejection of Amendment #21 pending further negotiations with CCWA (without attachments)
10. Email exchanges between Tom Fayram and Ray Stokes on revised conditions after the March 2, 2021 District board meeting



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

will be held at 11:00 a.m., on Wednesday, April 14, 2021
 via URL: <https://meetings.ringcentral.com/j/1467815746>
 or via telephone by dialing 1(623) 404-9000 and entering code 146 781 5746#

AMENDED AGENDA

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.

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.

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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>.

- Eric Friedman
Chairman
- Ed Andrisek
Vice Chairman
- Ray A. Stokes
Executive Director
- Brownstein Hyatt
Farber Schreck
General Counsel
- Member Agencies*
- City of Buellton
- arpinteria 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

- I. **Call to Order and Roll Call**
- II. **CLOSED SESSION**
 - A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
Agenda item 2, the Closed Session, is anticipated to take 45 minutes. The remainder of the Meeting will start no sooner than 11:45 am.
- III. **Return to Open Session – Estimated time 11:45 AM**
- IV. **Public Comment – (Any member of the public may address the Board relating to any matter within the Board's jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)**
- V. **Executive Director's Report**
 - * A. *Request for Direction re. Amendment No. 21: Water Management Amendment to the State Water Project Contract**
- VI. **Reports from Board Members for Information Only**
- VII. **Items for Next Regular Meeting Agenda**
 - A. CCWA FY 21/22 Budget
- VIII. **Date of Next Regular Meeting: April 22, 2021**
- IX. **Adjournment**

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

* Indicates attachment of document to original agenda packet.

S.Y.R.W.C.D.ID. #1

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CENTRAL COAST WATER AUTHORITY

Agenda Item V.A
Board of Directors
April 14, 2021

MEMORANDUM

April 9, 2021

TO: CCWA Board of Directors

FROM: Ray A. Stokes 
Executive Director

SUBJECT: Amendment No. 21: Water Management Amendment to the State Water Project Contract

SUMMARY:

At its last Board Meeting, the Central Coast Water Authority (CCWA) Board of Directors (Board) directed staff to prepare a proposal for its consideration that resolves the current dispute with the Santa Barbara County Flood Control and Water Conservation District (District) regarding the Water Management Amendment (Amendment No. 21) to the State Water Contract and secures the District's execution of Amendment No. 21 before the April 29, 2021 deadline imposed by the Department of Water Resources (DWR) to participate in the amendment.

Staff has developed a proposal that consists of two proposed agreements, both of which are offered for the Board's consideration:

1. Agreement Regarding Water Management Amendment (Amendment No. 21) To The State Water Contract And Assignment, Assumption, And Release Agreement Of The State Water Contract (Agreement re Amendment 21 and Assignment)

This agreement would commit CCWA to imposing certain conditions on the Board's approval of any proposed sale of a CCWA Participant's "Table A Allocation" (and any acquired "Suspended Table A" water) out-of-the county. In return, the District would commit to: (a) expedite execution of Amendment No. 21, (b) expedite its processing and execution of any proposed transfers and exchanges in the future, and (c) formally consider CCWA's request for assignment of the State Water Contract.

2. *Revised* Assignment, Assumption, And Release Agreement Regarding State Water Supply Contract For Santa Barbara County (*Revised* Assignment Agreement)

As would be required by the proposed Agreement re Amendment 21 and Assignment (above), CCWA would propose additional consideration for the District's assignment of the State Water Contract to fully reimburse the District for all of the costs it paid to DWR to retain the State Water Contract until the Participants and CCWA became fully responsible.

Staff requests the Board's further direction. Does the Board wish to (1) continue its objection to the District's proposed conditions on Amendment No. 21, (2) adopt staff's proposal by approving the proposed agreements (described above), or (3) take some other action?

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RAS

BACKGROUND:

On October 26, 2017, the Board approved assignment of the State Water Contract from the District to CCWA and approved a proposed "Assignment, Assumption and Release Agreement."

On October 23, 2019, the Board approved a revision to the Assignment Agreement to include a District Right of First Refusal to purchase any Participant's Table A Allocation proposed for permanent out-of-county sale.

On October 22, 2020, the Board approved Amendment No. 21 to the State Water Contract and on October 28, 2020, requested the District's execution of it.

In its January 26, 2021 and March 2, 2021 Agenda Letters, and in numerous correspondence to CCWA staff, District staff proposed numerous conditions on its execution of Amendment No. 21, including a "revenue sharing agreement" and a prohibition on all out-of-county transfers. At its February and March meetings, the District's Board of Directors deferred consideration of Amendment No. 21 citing numerous concerns with out-of-county sales.

By letters January 28, 2021 and February 18, 2021, CCWA objected to any District conditions on Amendment No. 21. On February 17, 2021, CCWA adopted Resolution No. 2021-01 adopting a Right of First Refusal Rule for all proposed out-of-county sales.

On March 22, 2021, District staff notified CCWA staff that CCWA should make a proposal to the District.

From: Fayram, Tom [mailto:Tom.Fayram@cosbpo.net]
Sent: Monday, March 22, 2021 4:24 PM
To: Ray Stokes <RAS@ccwa.com>; Fraywell, Jeff <Jeff.Fraywell@countyofbarp>; Young, Matthew <mcyoun@cosbpo.net>; McGolpin, Scott <McGolpin@cosbpo.net>
Cc: Hartley, Johannah <jhartley@co.santa-barbara.ca.us>
Subject: RE: Summary of Phone Call on March 5, 2021

Hello Ray –

At this point, we believe the most productive approach is for you to seek terms that:

- Your Board would be agreeable to,
- That addresses our Board's concerns; and
- Bring that back to our team.

We understand your Board meets Thursday, and we are attempting to return to our board on April 20th with something we can agree on. To that end, action by CCWA is time is of the essence to propose something to us that satisfies the principles we have discussed.

We look forward to hearing from you.

Thank you

Thomas D. Fayram

At the March 25, 2021 Meeting, the Board directed staff to develop a proposal to secure the District's execution of Amendment No. 21.

To date, the District has not considered assignment of the State Water Contract and the Assignment Agreement, and has not executed Amendment No. 21.

By its terms, the deadline for executing Amendment No. 21 is April 29, 2021.

DISCUSSION:

A. CCWA Staff Proposal:

As noted in the Summary above, staff's proposal for resolving the current dispute with the District and securing the District's execution of Amendment No. 21 would include CCWA's agreement to impose certain conditions on its approval of any out-of-county sales of "Table A Water," in return for: (a) the District execution of Amendment No. 21, (b) the District formal consideration of the assignment of the State Water Contract to CCWA.

The key terms of the proposed agreements are:

Revised Assignment Agreement

- In addition to CCWA's agreement to reimburse the District for any amount that may be reimbursed by DWR in the event CCWA re-acquires some or all of the Suspended Table A (Section 5(b)), CCWA would also agree to reimburse the District for all costs it paid to DWR for the period 1964 to 1985 that are attributable to the Amended Table A (45,486 AFY). This reimbursement would be paid in 10 annual installments beginning in 2023 and the money would be used to support development of additional local water supplies, to respond to climate change and to promote environmental justice by ensuring affordable water supplies.
- The provision (previously approved by the Board) that would grant to the District a right of first refusal to purchase any Participant's "Table A Allocation" before it would be permanently sold outside the county would be deleted from the Assignment Agreement. (But see Agreement re. Amendment 21, Section 3.2.)

Agreement re. Amendment 21

- Consistent with CCWA's Resolution No. 2021-01 adopting a First Right of Refusal Rule, as a condition of CCWA's approval of any proposed non-permanent out-of-county sale of "Table A Water" (a Participant's Table A Allocation and any Suspended Table A they may purchase), CCWA would require the selling Participant to first offer the water to the other Participants. The cost of the water would be the lesser of the selling Participant's "Actual Costs" (which include all of the Participant's fixed and O&M costs, or the cost offered by a non-Participant. (Sections 1.1 and 3.1.2.) CCWA would also agree to require the selling Participant to certify that the proposed sale would not impair its critical water supply needs in the current year or the next calendar year. (Section 3.1.3.)
- The agreement would also include a District right of first refusal (formerly included in the proposed Assignment Agreement) for permanent out-of-county sales. (Section 3.2.)
- The District would be required to execute Amendment No. 21, without conditions, by April 28, 2021. (Section 2.1.1.)
- The District would agree that any proposed transfers or exchanges, whether pursuant to Amendment No. 21 or otherwise, are within CCWA's rights to review and consider, and not the District's. (Section 2.1.2.) Provided that CCWA approval of an out-of-county sale satisfies the requirements above (Sections 3.1 and 3.2), the District would expedite its execution of any documents required by DWR to effectuate the transaction.

- Within 90 days, the District would consider – approve or reject – assignment of the State Water Contract and the proposed Revised Assignment Agreement. (Section 2.1.3.)
- The agreement would make clear that it is entered into for purposes of resolving a dispute, is not precedential, and that both Parties retain all of their rights, claims and objections. (Section 4.)

B. Response to District Concerns:

The District's proposed conditions on Amendment No. 21 have changed several times since first proposed in January, 2021. To the extent understood, the District's concerns are listed in the table below. As illustrated, staff's proposal would address many (but not all) of the District's concerns.

| District Concern | CCWA Obligations | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Agreement re. Amendment No. 21 and Assignment Agreement | Revised Assignment Agreement |
| All out-of-county sales should be prohibited | Not addressed | Not addressed |
| District should be "reimbursed" for the \$ it paid to retain the State Water Contract from 1963 to 1986 | | District would be reimbursed for 100% of all \$ paid by the District (collected from county tax payers) associated with the State Water Contract. Proposed agreement provides: 1. Following the effective date of the Assignment Agreement, CCWA will reimburse the District for its payments attributable to the Amended Table A (45,486 AFY) in 10 annual installment payments 2. In the event CCWA purchases some/all of the Suspended Table A, the District will be reimbursed for all of the costs it paid to DWR to retain that water prior to the time the water was relinquished back to DWR |
| Participants should not be permitted to sell water out of the county until after they have developed local water supplies in an equivalent amount | | CCWA's 10 annual payments (above) would be earmarked to support development of additional local water supplies, to respond to climate change and to promote environmental justice by ensuring affordable water supplies |
| Participants should not be permitted to sell water that is needed to meet their demands | Participants would be required to certify to CCWA that the proposed sale will not impair the Participant's ability to meet the critical water supply needs of its | |

| District Concern | CCWA Obligations | |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| | constituents in the current or next calendar year | |
| Participants should not profit from water sales | Consistent with CCWA's Resolution 2021-01, Participants would be required to offer any sales first to other Participants. Cost to be the lesser of the Participants' actual costs or the out-of-county offer. | |
| SWP water should not be used to support new development or certain other uses (golf courses, oil development, etc.) | Not addressed | Not addressed |

BOARD OPTIONS:

Staff requests the Board's direction. The Board may wish to consider the following options:

A. No Action / Continue Objection

Continue to object to any District conditions on execution of Amendment No. 21 and authorize the Chair, with assistance of staff, to notify the District's Board of Directors of CCWA's continued objections and CCWA's request for immediate execution of Amendment No. 21 without conditions.

B. Approve Staff's Proposal

Approve staff's proposal as follows:

1. Approve the proposed revisions to the proposed Assignment Agreement, specifically as reflected in the proposed *Revised* Assignment Agreement (**Attachment A**) and authorize the Chair, with assistance from staff and CCWA counsel, to negotiate any non-substantive changes as may be required to secure the District's agreement.
2. Approve the proposed "Agreement Regarding Water Management Amendment (Amendment No. 21) To The State Water Contract And Assignment, Assumption, And Release Agreement Of The State Water Contract" (**Attachment B**) and authorize the Chair, with assistance from staff and CCWA counsel, to negotiate any non-substantive changes as may be required to secure the District's agreement.
3. Authorize the Chair to transmit the approved proposed agreements to the District's Board of Directors with the stated intention of offering the proposed agreements for the purpose of resolving the current dispute and securing the immediate execution of Amendment No. 21.

C. Other

The Board may elect to direct staff and CCWA counsel to develop an alternative proposal or take some other action.

CEQA COMPLIANCE:

None of the options presented above are subject to the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment).

ATTACHMENTS:

- A. DRAFT *Revised* "Assignment, Assumption, And Release Agreement Regarding State Water Supply Contract For Santa Barbara County"
- B. DRAFT "Agreement Regarding Water Management Amendment (Amendment No. 21) To The State Water Contract And Assignment, Assumption, And Release Agreement Of The State Water Contract"

Attachment 1

**AGREEMENT REGARDING
WATER MANAGEMENT AMENDMENT (AMENDMENT NO. 21)
TO THE STATE WATER CONTRACT
AND
ASSIGNMENT, ASSUMPTION, AND RELEASE AGREEMENT
OF THE STATE WATER CONTRACT**

This **AGREEMENT** (the “**Agreement**”) is made by and between the Santa Barbara County Flood Control and Water Conservation District (the “**District**”) and the Central Coast Water Authority (the “**Authority**”) (each, a “**Party**” and collectively, the “**Parties**”), with reference to the following facts and intentions. This Agreement is effective as of _____, 2021, 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 Department of Water Resources (“**DWR**”) with respect to the delivery of 57,700 acre feet per year of water from the State Water Project (“**SWP**”) to Santa Barbara County (the “**State Water Contract**”). Said quantity of water is set forth in “**Table A**” to the State Water Contract and is therefore referred to as the “**Table A Amount**.” As permitted by Article 45(e) of the State Water Contract, the District elected to delay construction of the facilities that would be required to permit delivery of the Table A Amount.

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

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. Under each Water Supply Retention Agreement, the District assigned a specified portion of the Amended Table A Amount to the contracting party.

D. In August 1991, the Authority was formed by eight public agencies (“**Members**”), each of which was a party to a Water Supply Retention Agreement with the District. Thereafter, the Authority entered into a series of agreements, each called a “**Water Supply Agreement**,” with each Member and several additional parties who also were parties to a Water Supply Retention Agreement. The Members and other parties who are parties to a Water Supply Agreement with the Authority are each commonly referred to as a “**Participant**” and collectively as the “**Participants**.” Pursuant to the Water Supply Agreements, each Participant assigned its rights under its Water Supply Retention Agreement with the District to the Authority, in return for the delivery of a portion of the Amended Table A Amount (the Participant’s “**Table A Allocation**”) by the Authority to the Participant.

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 Contract, on behalf of the Participants. As provided in the Transfer of Financial Responsibility Agreement, since at least 1991, the District and Authority have contemplated full assignment of the State Water Contract from the District to the Authority.

F. On June 30, 1993, the District entered into an assignment agreement with the Authority assigning to the Authority all of the remaining 250 acre feet per year of Amended Table A Amount. Through this assignment, coupled with the Water Supply Retention Agreements, the District assigned the entirety of the Amended Table A Amount to the Authority and the Participants. The District does not deliver water to end users in Santa Barbara County or have any other role in the delivery of water from the State Water Project.

G. 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 Contract is delivered to the Participants. The Authority and the Participants took on the entire financial obligation to construct the facilities necessary to transport Table A Water to the service areas of the Participants, without contribution from the District. In 1997, the Authority began water deliveries to the Participants.

H. To effectuate the intention expressed in the Transfer of Financial Responsibility Agreement, in October 2017, the Authority adopted Resolution 2017-04 agreeing to accept assignment of the State Water Contract and approved a proposed “Assignment, Assumption, and Release Agreement Regarding State Water Supply Contract for Santa Barbara County” (“**Assignment Agreement**”). In September 2018, DWR notified the District that it would approve full assignment of the State Water Contract from the District to the Authority subject to approval by the District. The Authority has formally requested the District’s consideration of assignment and the Assignment Agreement on numerous occasions.

I. From time to time since it was first executed in 1963, the State Water Contract has been amended. Since the Parties entered into the Transfer of Financial Responsibility Agreement in 1991, six amendments (Amendments Nos. 14-19) to the State Water Contract have been executed. Additionally, Amendment No. 20 has been approved by the District for execution.

J. On February 14, 2020, the Authority published a Notice of Preparation of an Environmental Impact pursuant to the California Environmental Quality Act (“**CEQA**”) for the Authority’s proposed reacquisition of the Suspended Table A Amount on behalf of one or more of the Participants. In the event the Authority reacquires the Suspended Table A Amount, or any portion of it, one or more Participants may elect to contract with the Authority for the right to delivery of a portion of the Suspended Table A amount reacquired.

K. On or about September 4, 2020, DWR presented “**Water Management Amendment**” to the Authority and the other 28 public water agencies which contract with DWR for the delivery of State Water Project water (“**Contractors**”). By its terms, the Water Management Amendment became effective on February 28, 2021 and the deadline to execute the Water Management

Amendment is April 29, 2021. The Water Management Amendment supplements and clarifies the provisions of the State Water Contract related to transfers and exchanges of water within the State Water Project service area to improve water management capabilities and options. The Water Management Amendment creates numerous benefits for the Participants 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.

L. The Authority's Board of Directors considered and approved the Water Management Amendment at its October 22, 2020 meeting and also made responsible agency findings pursuant to CEQA and adopted CEQA Findings and a Statement of Overriding Considerations in Resolution No. 2021-01.

M. As directed by Resolution No. 2020-01, on October 28, 2020, the Authority's Executive Director transmitted the Water Management Amendment to the District and requested the District's execution of the Water Management Amendment pursuant to the Transfer of Responsibility Agreement.

N. In its January 26, 2021 Agenda Letter, the District proposed certain conditions of the District's execution of the Water Management Amendment, including a requirement that the Authority execute a proposed "revenue sharing and water sales agreement" with the District for all transfers and exchanges of water out of the County of Santa Barbara.

O. By letter January 28, 2021, the Authority objected to any District conditions, declined to execute a proposed "revenue sharing and water sales agreement" with the District and requested that the District execute the Water Management Amendment without conditions or continue the matter until March 2021.

P. On February 2, 2021, the District's Board of Directors continued consideration of the Water Management Amendment to its March 2, 2021 meeting.

Q. By letter dated February 17, 2021, District staff notified the Authority that it would recommend to the District's Board of Directors that all out-of-county transfers be prohibited.

R. At the Authority's February 17, 2021 Board of Directors meeting, the Authority adopted Resolution 2021-01 adopting a "Right of First Refusal Rule," which, when effective, requires Participants to offer any proposed out-of-county transfer first to other Participants on the same terms and conditions. By letter dated February 18, 2021, the Authority transmitted Resolution 2021-01 to the District, restated the Authority's objections to any District conditions on the Water Management Amendment and again requested that the District execute the Water Management Amendment without conditions.

S. In its March 2, 2021 Agenda Letter, District staff recommended rejecting the Water Management Amendment because the Authority had not addressed the District's concerns about out-of-county transfers and returning to the Board of Directors at a future date if mutually agreeable terms can be reached related to the Water Management Amendment.

T. On March 2, 2021 the District Board of Directors tabled its consideration of the Water Management Amendment pending further negotiations with the Authority.

U. On April 14, 2021, at a special meeting of the Authority's Board of Directors, the Board of Directors approved certain revisions to the proposed Assignment Agreement ("**Revised Assignment Agreement**") to provide for the Authority's reimbursement of the District for the payments that the District made to DWR from 1964 to the year 1985 attributable to the Amended Table A Amount.

V. The Parties now desire to resolve their dispute with respect to the Water Management Amendment and to provide for the District's execution of the Water Management Amendment and the District's consideration of the *Revised* Assignment Agreement.

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. **Definitions.** In addition to the terms defined in the recitals above, the following terms shall have the following definitions:

1.1 "**Actual Cost**" means the sum of the total Authority and DWR fixed, capital and variable costs paid by a Participant to the Authority since 1991 divided by the total number of acre-feet delivered to the Participant since 1997. The Authority will calculate each Participant's Actual Cost on an annual basis.

1.2 "**Exchange**" has the same meaning as used in the State Water Contract, as amended, and includes any exchange of Table A Water or Other Water as may be permitted by the State Water Contract.

1.3 "**Non-Participant**" means any party that is not a Participant.

1.4 "**Other Water**" means any water of any origin or kind, including but not limited to any interruptible water (commonly referred to as "Article 21 Water"), any "Article 56 Carryover Water," as that term is defined in the State Water Contract, as amended, and any water stored in a groundwater storage program outside of the County of Santa Barbara that may be permitted by DWR to be moved through the SWP and that is not Table A Water.

1.5 “Participant” means any party that is a party to a Water Supply Agreement with the Authority.

1.6 “Permanent Transfer” has the same meaning as used in the State Water Contract, as amended, and includes any permanent purchase or sale of Table A Water or Other Water as may be permitted by the State Water Contract.

1.7 “Transfer” has the same meaning as used in the State Water Contract, as amended, and includes any non-permanent purchase or sale of Table A Water or Other Water as may be permitted by the State Water Contract.

1.8 “Table A Water” includes “Table A Allocation,” as that term is defined in each Participant’s Water Supply Agreement with CCWA, and any Suspended Table A Amount that the Participant may purchase.

2. **Obligations of the Parties.** The following sets forth the respective obligations of each Party with respect to this Agreement.

2.1 District Obligations

2.1.1 **Execution of The Water Management Amendment.** The District shall execute the Water Management Amendment, without conditions of any kind, and deliver the executed Water Management Amendment to DWR on or before April 28, 2021. The District shall provide the Authority with notice of its performance of this Section 2.1.1.

2.1.2 Execution of Requested Agreements and Other Documents Required to Effectuate Transfers and Exchanges and Permanent Transfers

(a) The District acknowledges and agrees that the Authority’s review and consideration of any proposed Transfer or Exchange with any Non-Participant and any proposed Permanent Transfer with any Non-Participant is within the Authority’s rights pursuant to the Transfer of Financial Responsibility Agreement, the Water Supply Agreements and the Water Supply Retention Agreements. Accordingly, the District agrees that the Authority’s approval, approval with conditions, or rejection of any such proposed Transfer or Exchange or Permanent Transfer shall be final and not subject to further review or consideration by the District; *provided* that the Authority’s consideration of any proposed Transfer that involves the sale of a Participant’s Table A Water out of the County of Santa Barbara has complied with the terms and conditions set forth in Section 3.1 below and the Authority’s consideration of any proposed Permanent Transfer that involves the sale of a Participant’s Table A Water out of the County of Santa Barbara has complied with the terms and conditions set forth in Section 3.2 below.

(b) Within seven (7) calendar days of the District’s receipt of the Authority’s written request for the District’s execution of any documents or agreements that may be required by DWR to effectuate a Transfer, Exchange or Permanent Transfer, together with the Authority’s agreement to assume all responsibility for such Transfer, Exchange or Permanent

Transfer, in accordance with the Transfer of Financial Responsibility Agreement, in the form attached hereto as **Exhibit A** and any applicable documentation of the Authority's compliance with CEQA (collectively, "**Transfer Documents**"), the District shall execute any such Transfer Documents and deliver them to DWR and the Authority.

2.1.3 **Consideration of Assignment of State Water Contract to Authority.**

The District acknowledges and agrees that assignment of the State Water Contract to the Authority would satisfy Section 9 of the Transfer of Financial Responsibility Agreement, which requires the Authority and the District to use their best efforts to negotiate a single integrated agreement incorporating all elements of the Transfer of Financial Responsibility Agreement, Water Supply Retention Agreements, and the Water Supply Agreements. Therefore, within ninety (90) days of the Effective Date of this Agreement, the District agrees to place on the Santa Barbara County Board of Supervisors agenda the Authority's request for assignment of the State Water Contract and to consider, either by approving or rejecting, the *Revised Assignment Agreement*, a true and correct copy of which is attached as **Exhibit B** and incorporated herein by this reference. The District further agrees to provide the Authority with 14 days advance notice of the District's meeting at which the Authority's request for assignment and the *Revised Assignment Agreement* will be considered.

2.1.4 **Time is of the Essence.** The District acknowledges and agrees that "time is of the essence" for each of its obligations specified in Sections 2.1.1 and 2.1.2 of this Agreement and that failure to timely and in good faith perform each obligation will result in immediate and irreparable damage to the Authority and constitute a material breach of this Agreement. The Authority may commence any action to enforce any obligations of the District specified in Sections 2.1.1 and 2.1.2 to secure specific performance of said obligation, or to recover damages of any kind arising out of a breach of this Agreement, including the Authority's costs and reasonable attorneys' fees expended or incurred to enforce the District's performance of its obligations herein.

3. **Authority Obligations**

3.1 **Consider All Proposed Transfers and Exchanges To Non-Participants.**

Subject to all applicable laws, the Authority, in its sole and absolute discretion and without the District's consent, may approve, approve with conditions, or reject any proposed Transfer or Exchange with a Non-Participant; *provided that* the Authority's approval of any proposed Transfer that involves the sale of a Participant's Table A Water out of the County of Santa Barbara shall be contingent upon a finding by the Authority that such sale satisfies each and all of the following:

3.1.1 The proposed sale is permitted by the State Water Contract, as it may be amended from time to time, including but not limited to the Water Management Amendment.

3.1.2 The Participant proposing the sale ("**Seller Participant**") has first offered the Table A Water proposed to be sold to all other Participants on a pro rata basis on the same terms and conditions ("**Right of First Refusal**"). If a Participant elects to exercise the Right of First Refusal, the total cost per acre-foot of the Table A Water shall be the lesser of: (1) the total

cost per acre-foot offered by any Non-Participant, or (2) the Seller Participant's total Actual Cost per acre-foot. In the event the Seller Participant contributed cash for its respective share of any Authority capital project(s), instead of participating in the Authority's financing of such capital project(s), at the time the sale is proposed, the Authority will compute a "cost of capital" for purposes of the Actual Cost calculation required by this Section 3.1.2.

3.1.3 The Participant has certified to the Authority that the proposed sale will not impair the Participant's ability to meet the critical water supply needs of its constituents in the current or next calendar year.

3.2 **Consider All Proposed Permanent Transfers to Non-Participants.** Subject to all applicable laws, the Authority, in its sole and absolute discretion and without the District's consent, may approve, approve with conditions, or reject any Participant's proposed Permanent Transfer to any Non-Participant; *provided that* the Authority's approval of any proposed Permanent Transfer that involves the sale or other disposition of all or any portion of the Participant's Table A Water outside the county of Santa Barbara shall be subject to a right of first refusal by the District to purchase such Table A Water on the same terms and conditions ("**District's Right of First Refusal**"). For clarity, the District's Right of First Refusal pursuant to this Agreement 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."

4. **No Precedential Value and Reservation of Parties' Rights, Claims, Objections and Objections.** The Parties agree that this Agreement and the performance of the obligations herein are for the sole purpose of resolving the Parties' dispute and this Agreement is entered into with the Parties' specific understanding that it is without any precedential value. It is not intended to be, nor shall it be, construed as an interpretation of any preexisting agreement, expectation, or requirement, and shall not be used as evidence (or in any other manner) of the Parties' rights or obligations. The Parties further agree that nothing in this Agreement and no action taken or statement made by either Party during the performance of its obligations set forth in this Agreement will serve to impair or diminish that Party's claims, objections or contentions with respect to the Parties rights and obligations pursuant to the Water Management Amendment, and the State Water Contract, the Transfer of Financial Responsibility Agreement, the Water Supply Agreements all the Water Supply Retention Agreements, all as they may be amended from time to time.

5. **Cooperation; Attorney's Fees and Costs.** In the event of any dispute, claim, action, suit, proceeding, loss, cost, fine, penalty, expense, or challenge (collectively "**Challenge**") to this Agreement, the Parties agree to cooperatively defend this Agreement in good faith. The Parties further agree to bear their own attorney's fees and costs in defending against such Challenge.

6. **Termination.** This Agreement shall remain in effect unless and until terminated by the written agreement of both Parties, or the State Water Contract is assigned to the Authority, whichever is sooner. However, in the event this Agreement is terminated by reason of the District's assignment of the State Water Contract to the Authority, the Authority's obligations pursuant to Section 3 of this Agreement shall survive.

7. General Provisions

7.1 **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.

7.2 **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. The captions and headings of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

7.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. An electronic copy of this Agreement and any electronic signatures (provided the same are ascribed using a secure and reputable electronic signature technology such as DocuSign) and pdf signatures hereon shall be considered for all purposes as an original, and the Parties agree to deliver counterparts of this Agreement containing original signatures as soon as possible.

7.4 **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 either of the Parties. This Agreement may only be amended by a writing signed by both Parties. Each Party waives its right to assert that this Agreement was affected by oral agreement, course of conduct, waiver or estoppel.

7.5 **Further Cooperation.** Each Party shall perform any further acts and to execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement. Except as expressly stated otherwise in this Agreement, actions required of the Parties or any of them will not be unreasonably withheld or delayed, and approval or disapproval will be given within the time set forth in this Agreement, or, if no time is given, within a reasonable time. Time will be of the essence of actions required of any of the Parties.

7.6 **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.

7.7 **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
[NAME]
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101-2019
[TEL.]
[EMAIL]

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

7.8 **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.

— 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: _____

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: _____

EXHIBITS:

- A:** Form Indemnification Agreement
- B:** Revised Assignment, Assumption, and Release Agreement Regarding State Water Supply Contract for Santa Barbara County

Attachment 2

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~~2021, 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 Amount**." 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 Amount~~.

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 Amount~~ to 45,486 acre feet per year ("**Amended Table A Allocation Amount**"). The balance of the ~~Table A Allocation Amount~~, which is 12,214 acre feet per year, is referred to as the "**Suspended Table A Allocation Amount**."

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 (each, a "**Participant(s)**" and collectively, the "**Participants**"). Under each Water Supply Retention Agreement, the District assigned a specified portion of the ~~Amended Table A Allocation Amount~~ to the Participant.

D. In August 1991, the Authority was formed by eight public agencies (each, a "**Member**" and collectively, "**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 (the Participant's "**Table A Allocation**") 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~~ 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 Amount~~, inclusive of the Suspended Table A ~~Allocation Amount~~), 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~~ 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~~ placed on 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 in this Agreement, 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."~~ **Reimbursement**

6. **Reimbursement.**

a. **Amended Table A Amount.** The Authority agrees to reimburse the District in an amount equal to the following: the sum total of 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 the District paid to DWR during the period in which the District was fully responsible for the State Water Supply Contract, but not including costs attributable to the Amended Table A Amount. The actual costs attributable to the Amended Table A Amount paid by the District for the calendar year 1964 to the year 1985 is \$ _____, as set forth in the schedule attached as Exhibit A to this Agreement, which is incorporated herein by this reference. The Authority's reimbursement pursuant to this Section 5a shall be made payable

to the District and shall be made in nine annual installments of \$ _____ per year commencing with calendar year 2023, with the remainder (\$ _____) to be paid in the tenth calendar year, and with each installment payment to be delivered to the District on or before December 31st of each year; provided however that the Authority may elect to make any and all payments required by this Section 5a sooner. Funds reimbursed by the Authority pursuant to this Section 5a may be used only for "Permissible Purposes." Permissible Purposes are limited to: (i) ensuring the long-term resilience of the water supply within Santa Barbara County, (ii) climate change adaptation or mitigation, and (iii) programs or projects aimed at ensuring a safe, affordable water supply for disadvantaged communities. The District shall implement necessary accounting or fund segregation mechanisms to ensure compliance with this Section.

b. ~~a. Reacquisition of Suspended Table A Allocation Amount.~~ If at any time following the Effective Date of this Agreement, the Authority reacquires the Suspended Table A Allocation Amount, 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 Amount, 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 Amount 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 Amount (the Suspended Table A Allocation Amount not reacquired being the "Excess Table A Allocation Amount"), and DWR reimburses the Authority for all or a portion of the overpayment attributable to the Excess Table A Allocation Amount 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.~~

6. ~~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.

7. ~~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.

~~8.~~ ~~9.~~ **Counterparts.** The Parties may execute this Agreement in ~~counterpart~~ counterparts. The Parties agree to accept facsimile or PDF signatures as original signatures.

9. ~~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.

10. ~~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~~ placed on 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.

11. ~~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~~ [NAME]
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101-2019
Tel: (805) ~~568-3542~~ 568-3440

~~fcrease@cosbpw.net~~
[EMAIL]

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]

12. ~~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.

13. ~~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

Document comparison by Workshare 10.0 on Friday, April 9, 2021 12:07:28 PM

| Input: | |
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| Document 1 ID | iManage://dm.bhfs.com/ACTIVE/19913964/11 |
| Description | #19913964v11<dm.bhfs.com> - CCWA Assignment Agreement re State Water Contract (transmitted to County 3/18/20) |
| Document 2 ID | file://C:\Users\MEldridge\AppData\Roaming\iManage\Work\Recent\Central Coast Water Authority - Assignment_Release of DWR_SBCFCWCD Contr (036910-0132)\CCWA Assignment Agreement re State Water Contract (REVISED A(22508785.3).doc |
| Description | CCWA Assignment Agreement re State Water Contract (REVISED A(22508785.3) |
| Rendering set | Standard no moves |

| Legend: | |
|---------------------|--|
| <u>Insertion</u> | |
| Deletion | |
| Moved from | |
| Moved to | |
| Style change | |
| Format change | |
| Moved deletion | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| Statistics: | |
|--------------------|-------|
| | Count |
| Insertions | 48 |
| Deletions | 52 |
| Moved from | 0 |
| Moved to | 0 |
| Style changes | 0 |

| | |
|----------------|-----|
| Format changes | 0 |
| Total changes | 100 |



SWP Contract Amendment No. 21
Water Management Amendment

CCWA SPECIAL BOARD OF DIRECTORS MEETING

APRIL 14, 2021

Where we stand today

- ▶ CCWA has formally requested District execution of Amendment No. 21 **three times** since October, 2020
- ▶ District conditions keep changing
- ▶ The District has not provided any details on the conditions that would be acceptable for execution of Amendment No. 21
- ▶ The District proposes that **CCWA** propose terms acceptable to CCWA and that address District Board concerns expressed in its February and March meetings
- ▶ Amendment No. 21 has not been executed by the District
 - ▶ 26 of 29 SWP Contractors have executed
- ▶ The deadline for executing Amendment No. 21 is **April 29, 2021**
- ▶ CCWA March 25, 2021 Board meeting: Board directed staff to come back with a proposed agreement for consideration by the District Board.

Summary of Changing Conditions



| Date | Changing District Staff Conditions |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| January 26, 2021 | <ul style="list-style-type: none">• “Revenue Sharing and water sales agreement for out of County sales” required before execution of Amendment No. 21 |
| February 9, 2021 | <ul style="list-style-type: none">• Purchases Ok• All sales outside of SB County denied. Presumably negates the revenue sharing agreement from January 26, 2021 proposal. |
| March 5, 2021 | <ul style="list-style-type: none">• Exchanges permitted only if balanced.• Purchases OK.• Sales outside of SB County OK if:<ul style="list-style-type: none">○ Participant first must develop and produce a local water supply of equal or greater amount (i.e., <u>desal</u>)○ water sold can't be used for new development and possibly other uses○ Other possible conditions TBD• Sales inside of SB County must be “at cost”• Other possible conditions TBD |

District Conditions Defeat the Benefits of Amendment No. 21 and Harm CCWA

- ▶ Discriminates Among CCWA Participants: Some Participants may not have the need or capacity to develop additional local water supplies
- ▶ Limits Potential Buyers: Other SWP Contractors will not want to deal with CCWA if there are conditions on sales (i.e., type of use, etc.) that other SWP Contractors do not require
- ▶ Will make sales of water banked outside of SB County infeasible and impractical: No other SWP Contractor will agree to conditions
- ▶ Will limit CCWA's ability to conduct exchanges that bring water to Santa Barbara county: No other SWP Contractor will want to do a balanced exchange when sales are available from other SWP Contractors
 - ▶ Even more restrictive than the current contract (without Amendment #21)
- ▶ Could result in waste of water

Without Amendment No. 21, CCWA Will Be Harmed

- ▶ CCWA will not receive any of the benefits of Amendment No. 21
 - ▶ CCWA will be at a significant disadvantage in managing its State water supplies without the ability to conduct transfers and exchanges
 - ▶ Amendment No. 21 expected to create robust transfer market among all participating SWP Contractors, subject to the terms and conditions of Amendment No. 21
- ▶ CCWA won't be able to buy supplemental water to meet critical water supply needs for CCWA participants
 - ▶ Other SWP Contractors will not do exchanges because of the compensation limits imposed by DWR and the SWP Contract
 - ▶ CCWA will be limited to the existing SWP Contract, which does not permit transfers/sales
 - ▶ Critical water year in 2021 (5% allocation matches all-time low in 2014)

Without Amendment No. 21, CCWA Will Be Harmed (cont.)

- ▶ Development of local water projects (i.e., desal, recycled water, etc.) may be impaired because funding from water sales not available
- ▶ Water could be wasted
 - ▶ Surplus supplies that could have been transferred won't be
 - ▶ Water in groundwater storage banks that could have been transferred won't be
 - ▶ Carryover water in San Luis Reservoir that could have been transferred won't be

Proposal:

Amendment No. 21 Agreement

- ▶ Commits CCWA to imposing certain conditions on the CCWA Board's approval of any proposed sale of water outside the County (discussed in more detail later in this presentation)
- ▶ The District would commit to:
 - ▶ Expedite execution of Amendment No. 21
 - ▶ Expedite its processing and execution of any proposed transfers and exchanges in the future
 - ▶ Formally *consider* CCWA's request for assignment of the State Water Contract

Proposal: Amendment No. 21 Agreement Continued...

- ▶ Consistent with CCWA Board adopted Resolution 2021-01-First Right of Refusal Rule:
 - ▶ Selling CCWA participant must first offer the water to other CCWA Participants
 - ▶ Cost of the water would be the lesser of the Participant's:
 - ▶ Actual costs: defined as all costs paid by the Participant since deliveries began in 1997 divided by actual deliveries since 1997 (includes a "cost of capital calculation for those that contributed cash)
 - ▶ Or the cost offered from the out of county purchaser (other SWP Contractor)
 - ▶ Selling Participant to certify the proposed sale would not impair its crucial water supply needs in the current or next calendar year

Proposal: Amendment No. 21 Agreement Continued...

- ▶ The District would be required to:
 - ▶ Execute Amendment No. 21 without conditions by April 28, 2021
 - ▶ Any proposed transfers or exchanges are within CCWA's rights to review and consider
 - ▶ If the proposed transfer or exchanges are consistent with the SWP Contract, the District would be required to execute the documents required by DWR to effectuate the transaction.
 - ▶ Within 90 days, the District would consider CCWA's request for assignment of the SWP Contract to CCWA by either approving or rejecting the assignment
 - ▶ The agreement is entered into for purposes of resolving a dispute

Revised Assignment Agreement



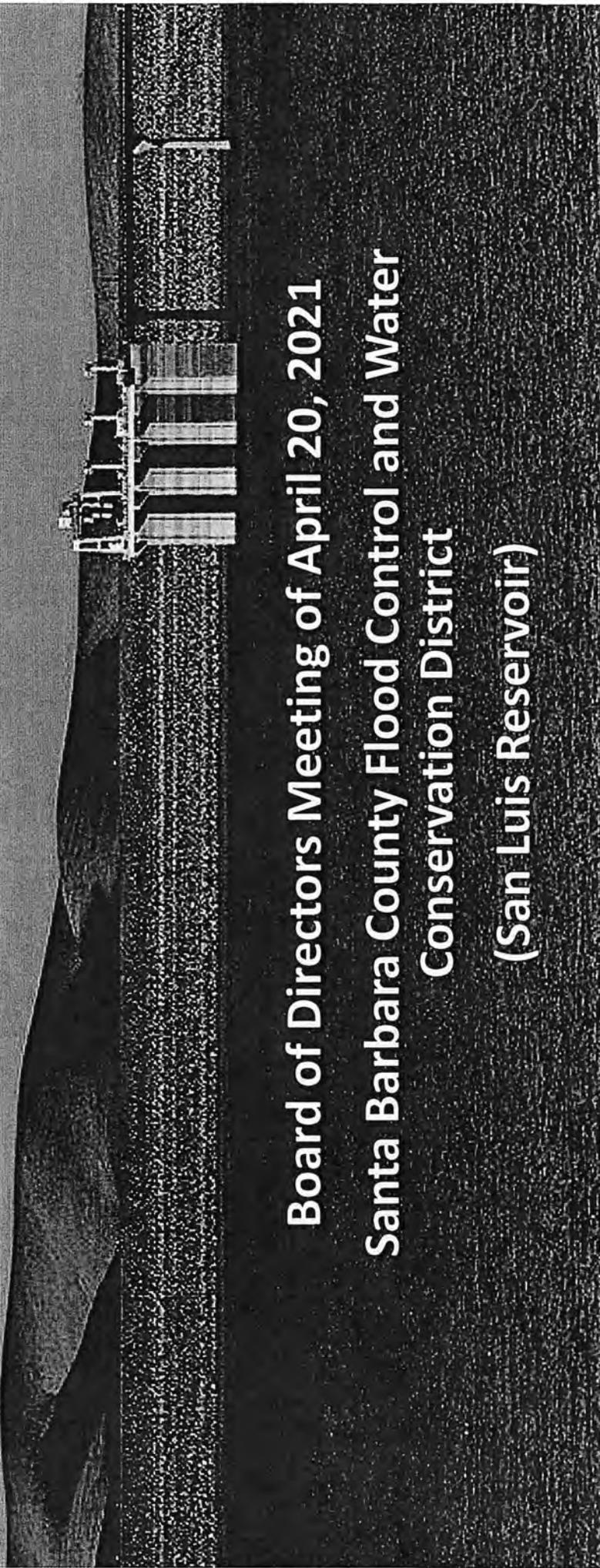
- ▶ The District paid a total of \$10,061,632 to DWR before water purveyors began paying the costs and the 12,214 AF was suspended in 1981.
 - ▶ \$1,461,629 for the 12,214 AF of Suspended Table A from 1964 to 1981
 - ▶ \$8,600,003 for the remaining Base Table A from 1964 to 1985
- ▶ CCWA would agree to reimburse the District for all costs it paid to DWR for the remaining Base Table A amount of \$8.6 million
 - ▶ Paid in 10 Annual installments beginning in 2023
 - ▶ Money used to support development of additional local water supplies to respond to climate change, and promote environmental justice by ensuring affordable water supplies

Request For Direction

- ▶ Provide direction to staff:
 - ▶ No Action - Continue to object to the District's conditions and authorize CCWA Board Chair to again notify the District's Board of CCWA's continued objections and request for immediate execution of Amendment No. 21
 - ▶ Approve the proposed "Agreement Regarding Water Management Amendment (No. 21) to the State Water Contract" and "Revised Assignment Agreement"
 - ▶ Authorize the Chair, with assistance of CCWA counsel, to negotiate any non-substantive changes.
 - ▶ Authorize the Chair to transmit the approved agreements to the District's Board.
 - ▶ Other?



State Water Project Contract Amendment 21



Board of Directors Meeting of April 20, 2021
**Santa Barbara County Flood Control and Water
Conservation District**
(San Luis Reservoir)

Amendment 21 – Water Management Amendment

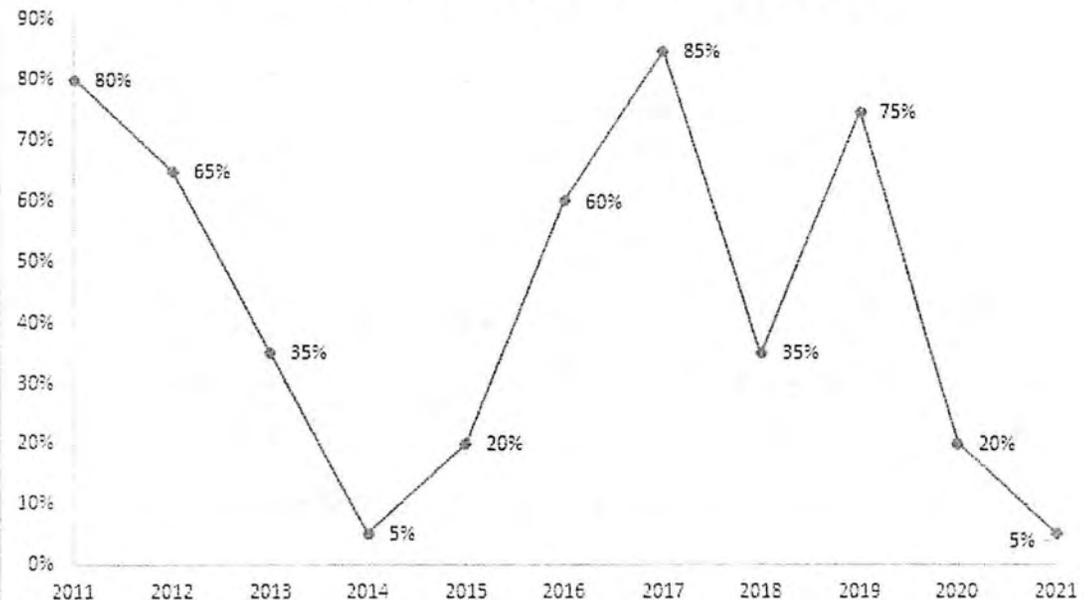
- Allows the purchase of water from other SWP Contractors
- Allows the sale of SWP water out of Santa Barbara County to other Contractors
- Potential regional benefits in cooperation with San Luis Obispo County
 - Unusable SLO Table A can help augment supplies in both SLO and Santa Barbara Counties
 - Could address pressures to use SB Table A in SLO
 - Work with CCWA on agreements

Amendment 21

New threats to County water supplies

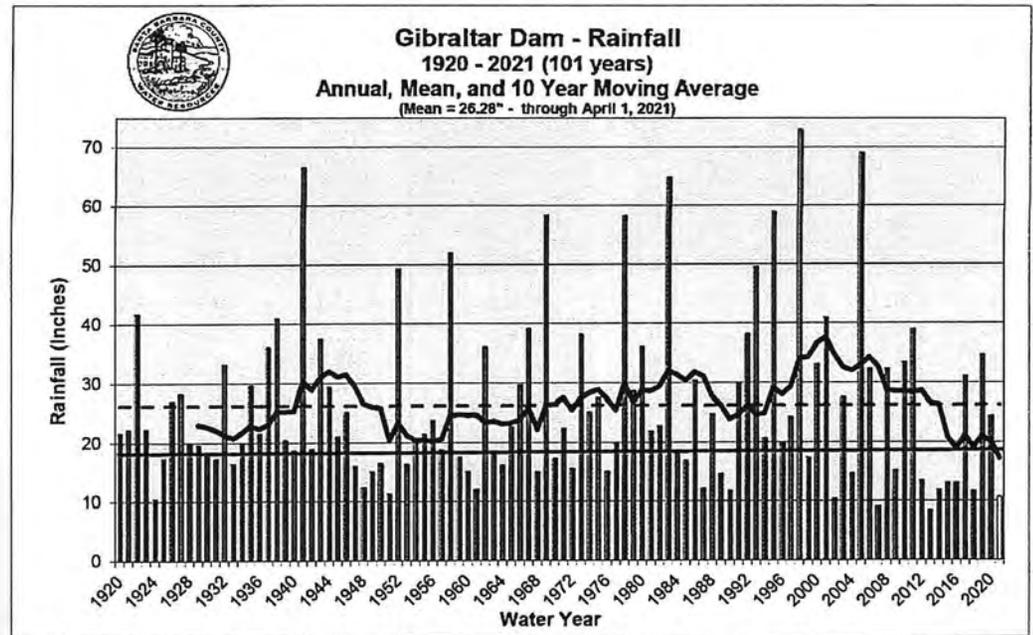
- Reduction in yield of surface reservoirs
 - Cachuma, Gibraltar, Jamison, and Twitchell
- Reduction in reliability of SWP
- Potential impacts of Sustainable Groundwater Management Act
 - Possible need to reduce pumping or invest in new supplies to meet sustainable yield limitations

Annual State Water Project Allocation 2011-2021



Amendment 21

- Current Conditions
 - Water Year 20-21
 - ~50% rain year
 - 10 year trailing rainfall average
- Supply Conditions
 - 5% SWP allocation
 - Cachuma conditions
 - Groundwater levels in most basins have not recovered from 2012-2018 drought



EASTERN MANAGEMENT AREA
 Santa Ynez Uplands: State Well 6N/29W-8P2
 Land Surface Elevation 910'
 Well Depth N/A

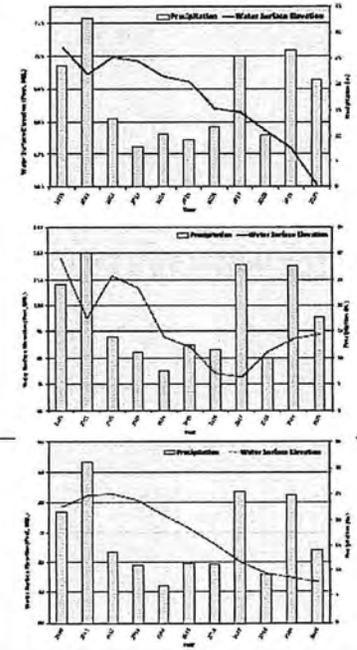
SUMMARY: Water levels in the western portion of the Eastern Management Area have continued to drop in recent years. Water levels within the uplands and foothills to the east as illustrated in the corresponding graph have historically remained stable, showing some gradual declines in recent years. Water levels within the alluvium along the river have historically remained stable.

FOOTHILL GROUNDWATER BASIN
 Foothill: State Well 4N/28W-12114
 Land Surface Elevation 171'
 Well Depth 298'

SUMMARY: Water levels drop during extended years of drought (1945-1951, 1984-1990, and 2012-2018), and have not rebounded to pre-drought levels. General trends indicate continued increases in storage following above average precipitation in 2017 and 2019.

GOLETA GROUNDWATER BASIN
 Goleta: State Well 4N/28W-8110
 Land Surface Elevation 42'
 Well Depth 212'

SUMMARY: Water levels drop during extended years of drought (1945-1951, 1984-1990, and 2012-2018), and have not rebounded to pre-drought levels. Water levels continue to drop following above average precipitation in 2017 and 2019.

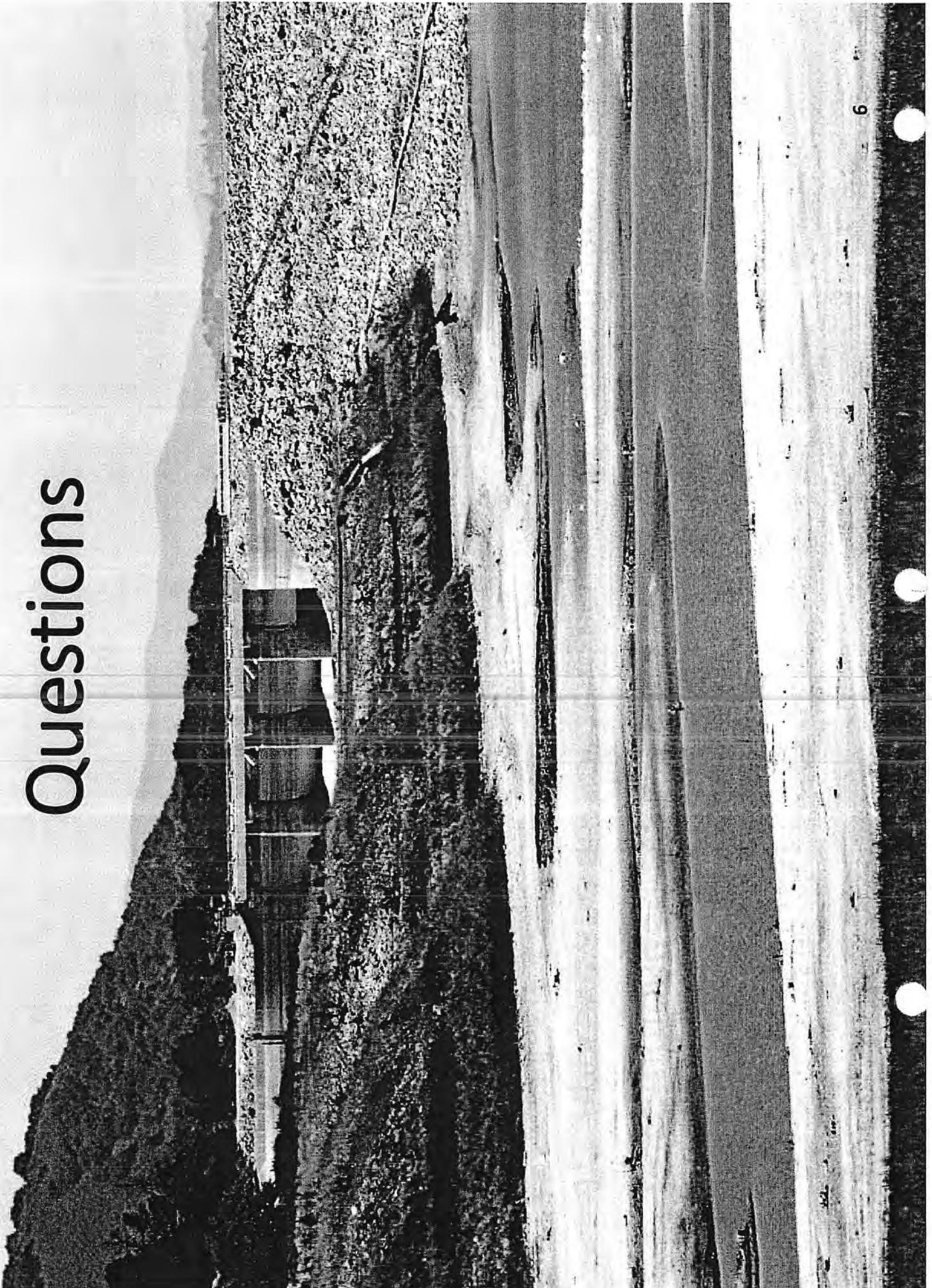


Amendment 21

Recommended Actions:

1. Approve and authorize execution of Amendment 21; and
2. Implement the conditions outlined in the Resolution and the staff report:
 - a) Allow CCWA to seek water for purchase;
 - b) Work with CCWA to keep our Table A in-County to protect local supplies; and
 - c) Continue discussion with CCWA on addressing water supply issues.

Questions





BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Flood Control
Department No.: 054
For Agenda Of: April 20, 2021
Placement: Departmental
Estimated Time: 40 minutes on
April 20, 2021
Continued Item: Yes
If Yes, date from: February 2, 2021,
March 2, 2021
Vote Required: Majority

TO: Board of Directors, Flood Control and Water Conservation District

FROM: Department Scott D. McGolpin, Public Works Director, (805) 568-3010
Director(s)
Contact Info: Thomas D. Fayram, Deputy Public Works Director, (805) 568-3436

SUBJECT: State Water Project Contract Amendment 21

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence: County Executive Office

Recommended Actions:

That the Board of Directors:

Consider the request of the Central Coast Water Authority to approve Amendment 21 (Water Management Amendment) to the State Water Contract as follows:

- a) Approve and adopt the attached Resolution entitled "A Resolution to Approve Water Management Tools Amendment (Amendment 21) to State Water Project Water Supply Contract subject to Certain Limitations to Maintain Local Water Supply" that establishes conditions of use of Amendment 21 to protect and secure water supplies for the entire County;
- b) Approve and authorize the Public Works Director to sign and execute Amendment 21 with the State of California and return to the Board with any such transactions involving a sale of State Water outside the County, only after such conditions set forth in the above resolution are met; and
- c) Determine that the proposed actions are not a project under the California Environmental Quality Act, pursuant to Guidelines Section 15378(b)(5), organization or administrative activities that will not result in a direct or indirect physical change in the environment.

Summary Text:

This item is on the agenda to consider Amendment 21 to the State Water Project (SWP) Contract. On February 2, 2021, your Board considered Amendments 20 (contract extension) and 21 (water management tools) and continued those actions to the March 2, 2021 Board meeting. On March 2, 2021, your Board approved Amendment 20 and directed staff to work with the Central Coast Water Authority (CCWA) to define a way to implement Amendment 21 without harm to the County's regional long-term water supplies.

The proposed Resolution recommended by this action will allow implementation of Amendment 21 in a manner to ensure no net loss of long-term water supplies for the County. It will also allow, as CCWA has recently noted as an important need, the purchase of additional water supplies through the SWP. As seen in the most recent drought, CCWA was able to acquire emergency supplies and import water in excess of the current year Table A allocation, and CCWA has expressed concern that additional supplies may be needed soon given current worsening drought conditions. The Resolution also protects regional supplies by requiring any SWP water sale be first offered to CCWA member agencies to solve any regional supply imbalances or shortages at a reasonable cost.

The Resolution provides guidance on any transaction under Amendment 21 including the following:

- a. That requests for purchases of water outside the County to meet local water supply needs are generally recognized as beneficial and may be reviewed and approved by Director of the Flood Control District (District), or his or her designee.
- b. That transfers and sales of SWP water should be prioritized to purveyors inside the County to preserve and maximize the County's available water supplies.
- c. That all requests for sales and transfers of SWP water outside the County, in accordance with Amendment 21, shall be presented to the Board for approval only after there are no in-county transfer options and the sale or transfer meets the following criteria;
 - a. That exchanges should be a minimum 1:1 so that they will not reduce the long-term water supplies, unless otherwise approved by the Board based on evidence of the benefits of the proposed transaction to the County.
 - b. That sales of local SWP water to SWP Contractors outside the County would be considered for approval by the Board based on meeting the following:
 - i. Right of first refusal for in-county agencies be offered first at a reasonable cost to in-county water purveyors; and
 - ii. That any sale of SWP outside the County also show an equivalent replacement of a new local supply.

There are several water supply concerns regionally. First, the State announced the allocation for the SWP was reduced to 5% of the Table A amounts. For all of Santa Barbara County that amounts to 2,276 acre-feet. Second, local supplies are also impacted by a very dry year (~50% of average). With Cachuma supplies mostly committed, it is uncertain if any new allocation of water will be available this October. Water Agency staff will work with the Cachuma Member Units and Bureau of Reclamation on this issue. Supplies from Cachuma are being impacted by State Water Board Orders and possible future actions by resources agencies may make further reductions. Lastly, the Sustainable Groundwater Management Act may limit ground water extraction in some areas in the future.

The erosion of reliability of the SWP makes these supplies critical to meeting the County's water needs in future droughts.

Background:

The District entered into a contract with Department of Water Resources (DWR) in 1963 to receive an allocation of up to 57,700 acre-feet per year (AFY) of water from the SWP. The District then began making annual payments to DWR for its share of the capital costs of the project.

The SWP is an important element of the County's overall water supplies and deliveries of SWP water helps offset use/overuse of groundwater and complements other local supplies. Delivery of high quality water (low in Total Dissolved Solids) provides additional benefits to water purveyors as well. As other existing supplies, such as surface reservoirs, are now and will continue to deliver far less water than originally developed. For example, the Cachuma Project now has shown its inability to provide its original planned allocations through a drought period.

In the early 1980s, after an unsuccessful bond election to pay for local facilities, several water purveyors opted to assume responsibility for payment for 45,486 AFY of the District's allocation through a series of Water Supply Retention Agreements. Up until approximately 1986, the District made all payments to DWR for the capital costs of the SWP.

In 1991, CCWA was formed by various water purveyors to manage the delivery of State Water to Santa Barbara County. Under the management of CCWA, the Coastal Branch connection to the SWP was studied, as required by CEQA, and completed in 1995 with a design capacity of 39,078 AFY. Since then, CCWA has operated the Coastal Branch and distributed water to its member water purveyors. In addition, with the execution of the Transfer of Financial Responsibility Agreement (TFRA) with the District, CCWA has been responsible for fiscal matters relating to State Water, including all the payments to DWR and protecting the District in the event that one or more of its member units fail to meet its financial obligations. To date neither CCWA nor the District have ever defaulted on SWP payments.

Fiscal and Facilities Impacts:

Budgeted: Yes

Narrative:

Management of the water supply agreements are ongoing programs and staff time is included every year in the budget in the Water Resources Division of the Public Works Department. However, pursuant to the TFRA costs relating to management of the SWP are reimbursed by CCWA.

Special Instructions:

Direct the Clerk of the Board to send a certified copy of the resolution and minute order to the Flood Control District office, Attn: Christina Lopez.

State Water Project Contract Amendment 21

Agenda Date: April 20, 2021

Page 4 of 4

Attachment A: A Resolution to Approve Water Management Tools Amendment (Amendment 21) to State Water Project Water Supply Contract subject to Certain Limitations to Maintain Local Water Supply

Attachment B: Copy of SWP Contract Amendment No. 21 (Final Version)

Authored by:

Thomas D. Fayram, Deputy Public Works Director, (805) 568-3436

cc: Jeff Frapwell, Assistant CEO

**RESOLUTION OF THE
BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT
STATE OF CALIFORNIA**

**A RESOLUTION TO APPROVE WATER)
MANAGEMENT TOOLS AMENDMENT)
(AMENDMENT 21) TO STATE WATER)
PROJECT WATER SUPPLY CONTRACT)
SUBJECT TO CERTAIN LIMITATIONS)
TO MAINTAIN LOCAL WATER SUPPLY)** RESOLUTION NO. _____

WHEREAS, the California Department of Water Resources (DWR) owns, operates, and maintains the California State Water Project (SWP), which delivers water throughout California, including to Santa Barbara County, and

WHEREAS, DWR has entered into the water supply contract with the Santa Barbara County Flood Control and Water Conservation District (District) on February 26, 1963, to provide water supply from the SWP to Santa Barbara County from the SWP (Water Supply Contract), and

WHEREAS, the Central Coast Water Authority (CCWA) is a joint powers authority comprised of eight member agencies, and is a wholesale water provider to 13 water districts and private companies in Santa Barbara County, and another 11 water purchasers in San Luis Obispo County, and

WHEREAS, CCWA was formed in 1991 to construct, manage, and operate Santa Barbara County's local facilities for distribution and treatment of the SWP water supply for the District, and

WHEREAS, the District has transferred certain rights and responsibilities under the Water Supply Contract with DWR to CCWA, as documented in the 1991 Transfer of Financial Right Agreement, and

WHEREAS, DWR and SWP Contractors negotiated a water supply contract amendment creating new tools for water management, Amendment 21 to the Water Supply Contract, including clarifying rules on exchanges and allowing direct sale of water between SWP contractors, and

WHEREAS, in a letter dated October 28, 2020, CCWA requested that the District's Board of Directors execute the Water Management Amendment, and

WHEREAS, the Board considered CCWA's request on March 2, 2021 and April 2, 2021 but highlighted concerns, and

WHEREAS, between 1963 and 1986 the entire County tax base paid for SWP capital costs in recognition that the entire County required a stable external supply of water for residents and businesses, and

WHEREAS, between 2012 and 2019, and possibly continuing to this day, the County experience a severe drought, and

WHEREAS, sale of water from CCWA member agencies to SWP contractors outside of the County is detrimental to the County-wide water supply unless sold to another in County purveyor, or accompanied by a replacement supply.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the Board of Directors of the District declares and directs as follows:

1. That the foregoing recitals are true and correct.
2. That a stable water supply for the County is essential for public health and safety, as well as economic stability Countywide.
3. That the recent drought illustrated that the County's water supplies were not adequate to meet the water supply needs within the County resulting in areas of the County reverting to severe reductions in water use.
4. That the Water Supply Amendment to the SWP Contract, Amendment 21, shall be implemented in a manner to address protection of the existing long-term water supplies of the County, recognizing that the SWP is a regional supply and should be used to balance water needs within the County, under the follow principles:
 - a. That requests for purchases of water outside the County to meet local water supply needs are generally recognized as beneficial and may be reviewed and approved by Director of the District, or his or her designee.
 - b. That transfers and sales of SWP water should be prioritized to purveyors inside the County to preserve and maximize the County's available water supplies.
 - c. That all requests for sales and transfers of SWP water outside the County, in accordance with Amendment 21, shall be presented to the Board for approval only after there are no in-county transfer options and the sale or transfer meets the following criteria;
 - i. That exchanges should be a minimum 1:1 so that they will not reduce the long-term water supplies, unless otherwise approved by the Board based on evidence of the benefits of the proposed transaction to the County.
 - ii. That sales of local SWP water to SWP Contractors outside the County would be considered for approval by the Board based on meeting the following:
 1. Right of first refusal for in-county agencies be offered first at a reasonable cost to in-county water purveyors; and
 2. That any sale of SWP outside the County also show an equivalent replacement of a new local supply.

- d. Changes in conditions may necessitate additional requirements, and changes in water supplies will require the Board to evaluate any transaction based on in-county conditions at the time.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District, State of California, on this _____ day of _____, 2021 by the following vote:

- AYES:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

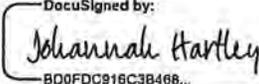
ATTEST:
 MONA MIYASATO,
 COUNTY EXECUTIVE OFFICER
 Ex Officio Clerk of the Board Directors
 of the Santa Barbara County Flood
 Control and Water Conservation District

ACCEPTED AND AGREED:
 SANTA BARBARA COUNTY FLOOD
 CONTROL AND WATER CONSERVATION
 DISTRICT

By: _____
 Deputy

By: _____
 Bob Nelson, Chair, Board of Directors

APPROVED AS TO FORM:
 MICHAEL C. GHIZZONI
 COUNTY COUNSEL

By:  _____
 Deputy

Paeter Garcia

From: Borger, Michael <Michael.Borger@duke-energy.com>
Sent: Thursday, April 1, 2021 12:07 PM
To: Paeter Garcia
Cc: Eric Tambini
Subject: RE: [EXTERNAL] RE: Change of Employment
Attachments: ID1 Santa Ynez - Zone 3 Reservoir_846.1kWp_Helio_10.07.20.pdf

Hi Paeter,

I think this is a viable project but given the loads, the method of interconnection, the available site topography and potential for neighbor conflicts Duke Energy is not interested in pursuing this project further.

I still think a RES-BCT interconnected project located north of the north tank on the west side of the road, delivering the electricity at the North pump station electrical panel, and using the generation to offset your major meters is a viable project, but we are not the right contractor. This would be a great project for Electricraft (our central coast subcontractor). I have copied David Horton so you might discuss with him.

Dave Horton

Sr. Estimator/ Project Manager
Mobile: (805)431-0153

I have also attached the layout REC Solar was considering if that helps Dave and his team move forward more quickly.

Let me know if you have any questions Paeter.

Michael Borger, PE / DES Business Developer
Duke Energy Renewables / Duke Energy One / REC Solar
c: **805.234.7841**
duke-energy.com/renewable-energy/ / duke-energy.com/one/ / recsolar.com

From: Paeter Garcia <pgarcia@syrwd.org>
Sent: Tuesday, March 9, 2021 11:08 AM
To: Mike Borger <mborger@recsolar.com>
Cc: Andrew Follick <afollick@recsolar.com>; Eric Tambini <etambini@syrwd.org>
Subject: [EXTERNAL] RE: Change of Employment

***** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Hi Mike,

Just following up to see if you need any additional information from us at this point.

Hope all is well,
Paeter

From: Eric Tambini <etambini@syrwd.org>
Sent: Friday, January 8, 2021 8:41 AM
To: Mike Borger <mborger@recsolar.com>
Cc: Andrew Follick <afollick@recsolar.com>; Paeter Garcia <pgarcia@syrwd.org>
Subject: FW: Change of Employment

Hello Mike,

Please find attached, the electrical drawings for the Well 24/Zone 3 Reservoir site. I have also provide a .kmz file that can be opened in Google Earth that will provide the topographical information you requested. Let me know if you need any additional information.

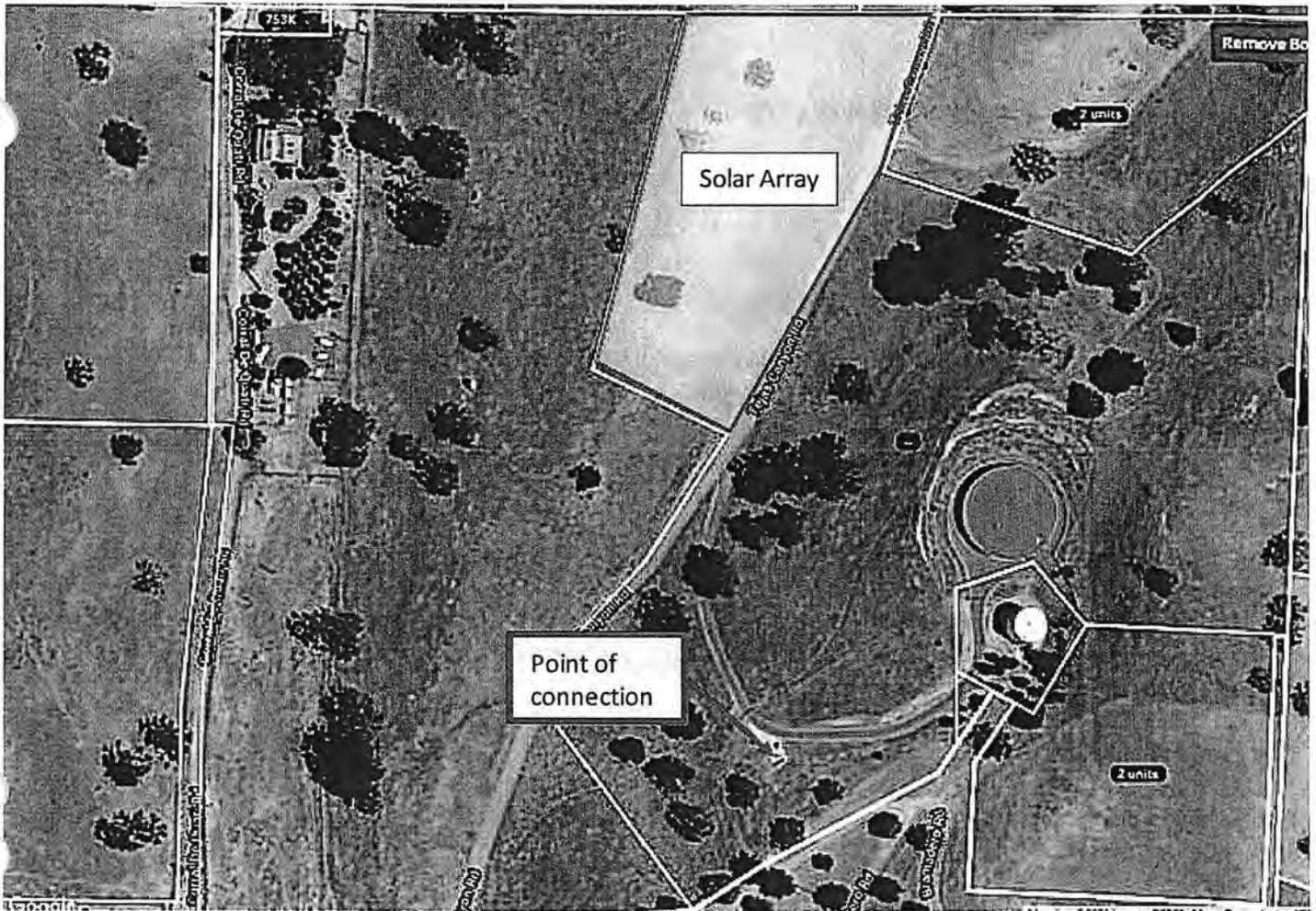
Regards,

Eric Tambini, Water Resources Manager
Santa Ynez River Water Conservation District, Improvement District No.1
Phone (805)688-6015 Fax (805)688-3078

From: Mike Borger <mborger@recsolar.com>
Sent: Monday, January 4, 2021 11:54 AM
To: Paeter Garcia <pgarcia@syrwd.org>; Tyson Maulhardt <tmulhardt@recsolar.com>; Eric Tambini <etambini@syrwd.org>
Cc: Andrew Follick <afollick@recsolar.com>
Subject: RE: Change of Employment

Thanks for the handoff Tyson and Paeter I am happy to work with you going forward. I have actually been working on this project behind the scenes the entire time with Tyson so I am aware of the 3 sites and their respective challenges.

The project site that has the best opportunity for the District to maximize their savings is the northern site (zone 3 I believe) northwest of the round water tank. This site is large enough it to make a sizeable impact on the districts energy cost and has the most modern electrical gear to connect at. This project would be on RESBCT program and offset several District meters. In order to tighten up the design it would be ideal if you had topo for the site and electrical drawings of the electrical gear at the tank. Let me know what information.



Mike Borger | Project Development Manager
REC Solar, a Duke Energy Renewables Company
3450 Broad St, Suite 105 | San Luis Obispo, CA 93401
c: 805.234.7841 | mborger@recsolar.com

From: Paeter Garcia <pgarcia@syrwd.org>
Sent: Monday, January 4, 2021 10:08 AM
To: Tyson Maulhardt <tmaulhardt@recsolar.com>; Eric Tambini <etambini@syrwd.org>
Cc: Mike Borger <mborger@recsolar.com>; Andrew Follick <afollick@recsolar.com>
Subject: RE: Change of Employment

CAUTION: This email originated from outside of the organization.

Dear Tyson,

Must admit this comes as bitter-sweet news to our District. Of course we are always happy to hear of new opportunities, and we are excited for you, but on the other hand we are bummed to see you go and will miss working with you. We sincerely appreciate your professionalism, responsiveness, creativity, and good nature throughout this process – all of which you provided since day one.

Very best of luck to you, and please keep in touch.

Sincerely,

Paeter
Paeter E. Garcia
General Manager
Santa Ynez River Water Conservation District, ID No. 1
P.O. Box 157
Santa Ynez, CA 93460
805.688.6015
pgarcia@syrwd.org

From: Tyson Maulhardt <tmaulhardt@recsolar.com>
Sent: Thursday, December 31, 2020 10:58 AM
To: Paeter Garcia <pgarcia@syrwd.org>; Eric Tambini <etambini@syrwd.org>
Cc: Mike Borger <mborger@recsolar.com>; Andrew Follick <afollick@recsolar.com>
Subject: Change of Employment

Paeter & Eric,

I want to inform you that I will be departing from REC Solar to begin a new career in 2021. It has been a pleasure working with you both and I look forward to having Mike & Andrew help continue to develop your solar project. I have briefed Mike with all updates and I know he's looking forward to getting into the deeper financial analysis and final system options with you. I will be available via email through today for any remaining items and my cell number will not change, so feel free to reach out for anything.

Thanks and Happy New Year!

Tyson Maulhardt
Project Developer
REC Solar
805-400-0378
www.RECSolar.com

LAFCO MEMORANDUM

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

105 East Anapamu Street • Santa Barbara CA 93101 • (805) 568-3391 + Fax (805) 568-2249

April 5, 2021

TO: Each City Manager
Each Special District Manager
Board of Supervisors (Clerk of the Board)
County Administrator's Office

FROM: Mike Prater
Executive Officer

SUBJECT: TRANSMITTAL OF PROPOSED FISCAL YEAR 2021-22 LAFCO BUDGET

Attached is a copy of the staff report and proposed Final LAFCO Budget for fiscal year 2021-22, as approved by LAFCO on April 1, 2021. The resolution to adopt the budget will be considered by the Commission at its regular May 6, 2021 meeting in the County Board of Supervisors chambers at 1:00 p.m. in accordance with the guidance from the California Department of Public Health and the California Governor's Stay at Home Executive Order N-33-20 issued on March 19, 2020.

The County, Cities, and Special Districts each fund one-third of the adopted LAFCO Budget respectively. These charges are allocated on a pro-rata basis by the County Auditor in the first quarter of the fiscal year to the Cities and Districts based on the revenues reported for each jurisdiction in the most recent State Controller's Annual Report. The LAFCO FY 2021-22 Proposed Budget was adopted by the Commission at its regular monthly meeting on April 1, 2021 with a thirty-six percent (36%) increase in charges to agencies.

Please contact me at 805-568-3391 if you have any questions about the LAFCO budget. Thank you.

Enc.
cc. Betsy Schaffer, and Staff, County Auditor's Office

S.Y.R.W.C.D.ID. #1

APR 13 2021

RECEIVED

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

April 1, 2021 (Agenda)

Local Agency Formation Commission
105 East Anapamu Street
Santa Barbara CA 93101

Proposed LAFCO Budget for Fiscal Year 2021-2022

Dear Members of the Commission:

RECOMMENDATION:

Consider recommendations regarding the Proposed Budget for Fiscal Year (FY) 2021-2022, as follows:

- a) Review the Proposed Budget for FY 2021-2022, accept all public testimony and approve the Proposed Budget as presented;
- b) Direct staff to distribute the approved Proposed Budget to Cities, Special Districts and the County as required by Government Code Section 56381; and
- c) Schedule a public hearing for May 6, 2021 to consider and adopt the Final Budget.

DISCUSSION:

Introduction

LAFCO is an independent commission established by the legislature to carry out specific duties and objectives. It is responsible for adopting its budget to fulfill the purposes described in the Cortese-Knox- Hertzberg Act. The law does not require approval of the Commission budget by the County or any other local agencies.

Government Code section 56381 states: "At a minimum, the proposed and final budget shall be equal to the budget adopted for the previous fiscal year unless the commission finds that

Commissioners: Roger Aceves ♦ Cynthia Allen ♦ Jay Freeman ♦ Craig Geyer ♦ Joan Hartmann ♦ Steve Lavagnino
Holly Sierra ♦ Shane Stark ♦ Etta Waterfield, Chair ♦ Roger Welt, Vice-Chair ♦ Das Williams **Executive Officer:** Mike Prater

reduced staffing or program costs will nevertheless allow the commission to fulfill the purposes and programs of this chapter."

Government Code Section 56381 directs LAFCO, after conducting public hearings, to:

- Adopt a proposed budget for the next fiscal year not later than May 1. This is transmitted to the County, each city and each independent special district for their review and comment.
- Adopt the final budget for the next fiscal year by June 15.

Summary of Proposed Budget

The recommended Proposed Budget is \$437,490, an increase of \$75,190 above the current year budget. The main reason for the increase is the transition from Contracting Executive Officer services to an Employee Model. This decreases the Contractual Staff Services line-item by \$180,000 while increasing Salaries and Benefits by \$220,140 a net increase of \$40,140.

There is no recommended contribution to the contingency reserve to maintain reasonable member agencies contribution. The reserve would remain adequate to fund unanticipated expenses such as litigation and other legal services, professional services, and other unexpected and unbudgeted expenses with a balance of \$210,000. Any year-end fund balance will also be added to reserves.

Following is a budget summary:

| Proposed Budget Summary | Adjusted Budget 2020-2021 | Proposed 2021-2022 | Change |
|-----------------------------|---------------------------|--------------------|-----------------|
| Salaries and Benefits | \$16,800 | \$236,940 | \$220,140 |
| Contracted Staff Support | \$240,000 | \$60,000 | (\$180,000) |
| Services & Supplies | \$104,200 | \$138,250 | \$34,050 |
| Other Charges | \$1,300 | \$2,300 | \$1,000 |
| Total | \$362,300 | \$437,490 | \$75,190 |
| Contingencies | \$0 | \$0 | \$0 |
| Total Appropriations | \$362,300 | \$437,490 | \$75,190 |
| | | | |
| Revenues | \$362,300 | \$437,490 | \$75,190 |

Pension Costs

Santa Barbara LAFCO is now a member of Santa Barbara County Employees' Retirement System (SBCERS). SBCERS costs are directly correlated to salaries. Pension expenditures are calculated based on the rates established by the SBCERS Retirement Board. LAFCO would fund equal percentage (9.34%) of salary subject to the an annual pensionable compensation limit and the employees would fund (9.34%) up to the limit of (\$11,961). This annual adjustment is built into this year's budget and adjusted on July 1, beginning in the fiscal year.

Detailed Description of Individual Accounts

The proposed budget spreadsheet and specific line-item accounts is attached as **Attachment A**. The spreadsheet presents the Recommended Proposed 2021-2022 Budget. There is also a column for current year-to-date revenues and expenditures, projected year-end revenues and expenditures, the increase/decrease between the current and proposed budget and percentage increase/decrease.

Designation for Contingency/Reserve

During 2020-2021, approximately \$10,000 will be transferred to the contingency/reserve account. On June 30, 2021, the Commission's reserves will equal approximately \$210,000. In addition, appropriations not expended during one fiscal year become part of the available fund balance to finance the Commission in the following fiscal year. Depending on the extent of the fund balance in any given year, a designated fund reserve should be established to cover anticipated future costs.

A prudent reserve should be in the range 30-50 percent of the operating budget. Therefore, there is no recommended use of contingency reserves for the 2021-22 Fiscal Year.

Commission Clerk Services

The Commission will continue to utilize the Santa Barbara County Clerk of the Board Supervisors for Commission Clerk services. Since 2014-2015 the Commission has budgeted \$60,000 for Commission Clerk services. Based on current year projections, it is recommended that the Contractual Staff Services Account 7510 for Clerk services remain at current year levels.

LAFCO Legal Counsel

On January 14, 2021, the Commission extended a two-year agreement with Mr. Dillon for legal services not to exceed \$150,000 per contract. During the pervious year legal services exceed Account 7508 for Legal services during Mr. Dillon's Interim Executive Officer term. However, saving from the Contractual Staff Services line-item will cover much of these costs with contingency/reserve being used to cover any remaining expenditures, if necessary. It is anticipated legal services will return to normal expenditure. Therefore, the same amount is reflected in the proposed 2021-2022 budget.

Services and Supplies

In the area of Services and Supplies, Line Item 7669, will be increased to \$14,300 (a 141% increase). This year, the general fund cost allocation amount in 2021-2022 will increase as a result of using all of the past years credits. Line Item 7732, will be decreasing by 50% for Training and Travel as a result of CALAFCO Staff Workshop being canceled and likely the Annual Conference. The overall Services and Supplies increase would be 33% based mainly on an increasing of the projected 2021-2022 General Fund Cost Allocation (CAP) with some reduction in Training and Travel and Professional and Special Services. Other Services and Supplies remain relatively stable.

Salaries, Benefits, and Taxes

Salaries are budgeted to increase by 1174% in fiscal year 2021-2022. No changes are proposed for the Commissioner Stipends. No Cost-of-Living Adjustments (COLA) is proposed. The Executive Officer contract stipulates anytime the County Board of Supervisors authorizes a COLA or onetime payment for Unit 41 "Department Heads," the Commission shall apply the COLA or onetime payment to the Executive Officer. Cost-of-Living adjustment is determined annually based on increases in the annual average consumer price index (CPI) for all urban consumers in the Los Angeles-Long Beach. The ratio is calculated, and rounded to the nearest one-half percent.

Healthcare benefits are also subject to employer contribution limits applicable to management employees of the County of Santa Barbara. In September 22, 2020, the County increased the healthcare contribution limits for its management employees to take effect January 1, 2021. The proposed FY 21-22 budget includes this increase to healthcare benefits for the Executive Officer. The Commission evaluates the performance of the Executive Officer annually. The next annual performance evaluation would be in December 2021. FICA, Medicare, State Disability Insurance, and Federal Unemployment Tax are calculated based on a percentage of salaries.

Revenue Accounts

In the area of Revenues, LAFCO Billings to the County of Santa Barbara, Cities, and Special Districts for 2021-2022 will increase by \$97,890. This is due mainly to the increase in Salaries and Benefits (6100) and lower Planning Studies Services (5738) projections. No Merit or CPI increases are proposed for the Executive Officer.

Conclusion

In consideration of this information, it is recommended the Proposed Budget for FY 2021-2022 be approved for distribution to local agencies as required by Government Code Section 56381 and that a public hearing on the Final Budget be scheduled for the May 6, 2021 Commission meeting.

Attachments

Attachment A - Proposed FY 2021-2022 LAFCO Budget

Please contact the LAFCO office if you have any questions.

Sincerely,



Mike Prater
Executive Officer

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION
 Operating Fund #5320, Santa Barbara LAFCO, Department # 815

RECOMMENDED DRAFT 2021-2022 BUDGET - April 1, 2021

Proposed 4/1/2021

| Account Name and Number | 2020-21 Final Budget | As of 3/31/21 | Projected Year-End | 2021-22 Proposed Budget | Inc/Dec | % Inc/Dec |
|-------------------------|----------------------|---------------|--------------------|-------------------------|---------|-----------|
|-------------------------|----------------------|---------------|--------------------|-------------------------|---------|-----------|

REVENUES

| | | | | | | |
|---------------------------------|----------------|----------------|----------------|----------------|---------------|------------|
| Interest Income - 3380 | 5,000 | 965 | 4,000 | 4,000 | -1,000 | -20% |
| Unrealized Gain/Loss - 3381 | 0 | -385 | 0 | 0 | 0 | 0% |
| Other Gov't Agencies - 4840 | 321,800 | 220,189 | 321,800 | 419,690 | 97,890 | 30% |
| Planning Studies Service - 5738 | 35,000 | 2,788 | 4,788 | 13,800 | -21,200 | -61% |
| Misc. Revenue - 5909 | 500 | 0 | 0 | 0 | 0 | 0% |
| Total Revenues | 362,300 | 223,557 | 330,588 | 437,490 | 75,190 | 21% |

EXPENDITURES

Salaries and Benefits

| | | | | | | |
|-------------------------------------------|---------------|---------------|----------------|----------------|----------------|--------------|
| Commissioner Stipends - 6210 | 15,000 | 15,574 | 20,163 | 15,000 | 0 | 0% |
| Regular Salary - 6100 | 0 | 18,176 | 50,359 | 161,034 | 161,034 | 1174% |
| FICA Contribution - 6500 | 1,000 | 883 | 4,717 | 10,914 | 9,914 | 991% |
| FICA/Medicare - 6550 | 200 | 207 | 1,104 | 2,535 | 2,335 | 1167% |
| Retirement-Employer Contribution - 6400 | 0 | 5,725 | 8,230 | 11,961 | 11,961 | 0% |
| Retirement - Employee Contribution - 6100 | 0 | 5,725 | 8,230 | 11,961 | 11,961 | 0% |
| Unemployment Insurance - 6700 | 600 | 821 | 1,864 | 5,193 | 4,593 | 765% |
| Fed Unemploy Tax-Employer Cont - 6700 | 0 | 50 | 105 | 504 | 504 | 0% |
| Fixed Costs (\$): | | | | | | |
| Health Plan/Contribution - 6600 | 0 | 480 | 2,880 | 11,000 | 11,000 | 0% |
| Life/Disability Insurance - 6610 | 0 | 0 | 1,000 | 5,200 | 5,200 | 0% |
| Def Comp - EO Employer - 6210 | 0 | 1,737 | 2,431 | 4,200 | 4,200 | 0% |
| Phone/Cash Allowance - 6210 | 0 | 579 | 1,351 | 2,400 | 2,400 | 0% |
| Auto Allowance - 6210 | 0 | 2,916 | 4,083 | 7,000 | 7,000 | 0% |
| Total Salaries and Benefits | 16,800 | 52,872 | 106,516 | 236,940 | 220,140 | 1310% |

STAFF SUPPORT

| | | | | | | |
|-----------------------------------|----------------|---------------|---------------|---------------|------------------|-------------|
| Contractual Staff Services - 7510 | 240,000 | 28,840 | 60,000 | 60,000 | -180,000 | -75% |
| Total Staff Support | 240,000 | 28,840 | 60,000 | 60,000 | (180,000) | -75% |

Services and Supplies

| | | | | | | |
|------------------------------------|----------------|---------------|----------------|----------------|---------------|------------|
| Audit Fees - 7324 | 7,200 | 1,227 | 7,200 | 7,200 | 0 | 0% |
| Memberships - 7430 | 6,500 | 9,137 | 9,137 | 8,800 | 2,300 | 35% |
| Office Expense - 7450 | 1,000 | 50 | 1,000 | 1,000 | 0 | 0% |
| Prof & Special Services - 7460 | 45,000 | 32,000 | 45,000 | 40,000 | -5,000 | -11% |
| ADP Payroll Fees - 7507 | 1,800 | 1,641 | 2,212 | 2,000 | 200 | 11% |
| Legal Services -7508 | 50,000 | 77,553 | 88,450 | 50,000 | 0 | 0% |
| Pubs & Legal Notices - 7530 | 1,700 | 827 | 1,200 | 1,700 | 0 | 0% |
| Postage - 7451 | 0 | 55 | 55 | 250 | 250 | 0% |
| Gen Fund Cost Allocation - 7669 | -35,000 | -34,661 | -34,661 | 14,300 | 49,300 | -141% |
| Training and Travel - 7732 | 26,000 | 1,104 | 13,000 | 13,000 | -13,000 | -50% |
| Total Services and Supplies | 104,200 | 88,933 | 132,593 | 138,250 | 34,050 | 33% |

Other Charges

| | | | | | | |
|----------------------------|--------------|--------------|--------------|--------------|--------------|------------|
| Electricity - 7801 | 500 | 286 | 500 | 500 | 0 | 0% |
| Natural Gas - 7802 | 100 | 86 | 100 | 100 | 0 | 0% |
| Water - 7803 | 100 | 73 | 100 | 100 | 0 | 0% |
| Refuse - 7804 | 100 | 98 | 100 | 100 | 0 | 0% |
| Utility Services - 7806 | 100 | 29 | 100 | 100 | 0 | 0% |
| Liability Insurance - 6900 | 0 | 965 | 965 | 1,000 | 1,000 | 0% |
| Telephone Services - 7897 | 400 | 279 | 400 | 400 | 0 | 0% |
| Total Other Charges | 1,300 | 1,816 | 2,265 | 2,300 | 1,000 | 77% |

| | | | | | | |
|----------------------------------|----------------|----------------|----------------|----------------|----------------|--------------|
| Contingency Reserve - 9600 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Contingency Reserve | 200,000 | 0 | 229,214 | 0 | 229,214 | 14.6% |
| Total Exp/Appropriations | 362,300 | 172,461 | 301,374 | 437,490 | 75,190 | 20.8% |
| Net Financial Impact | 0 | 51,096 | 29,214 | 0 | 0 | 0.0% |

*\$10,000 contingency will be added to reserves in FY 21/22. The estimated contingency reserve balance will be \$210,000

Santa Ynez Community Services District

Notice of Public Hearing on Proposed Wastewater Service Charge Increases

May 19, 2021, at 5:30 pm

Board Room

1070 Faraday Street, Santa Ynez, California 93460

Notice is hereby given that the Board of Directors of the Santa Ynez Community Services District will hold a public hearing at its regular meeting on May 19, 2021, at 5:30 pm in the Board Room, 1070 Faraday Street, Santa Ynez, California, 93460 for the purpose of considering an increase to the District's charges for wastewater service.

Wastewater Service Charges Increase

The Santa Ynez Community Services District (District) is proposing to increase its wastewater service charges by 4.25% annually beginning July 1, 2022 to (i) cover the increasing costs of operating, maintaining, and replacing the District's wastewater system, (ii) fund on-going equipment and infrastructure replacements and improvements pursuant to the District's capital improvement plan (CIP), and (iii) provide for the operational and financial stability of the wastewater enterprise.

The service charges are comprised of a monthly fixed amount that is charged to residential and non-residential customers of the wastewater system. The wastewater flow and strength of a single-family residential customer is defined as an Equivalent Residential Unit (ERU), and all fixed charges are developed proportionally to the single-family residential customer. The wastewater service charges are calculated to recover the District's costs, including operation and maintenance costs, customer service, administration, and infrastructure replacement costs.

Table 1 below shows the District's current wastewater service charges, as well as the proposed increased charges.

S.Y.R.W.C.D.ID. #1

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Table 10
Proposed Monthly Sewer Service Charges

| User Classification | Flow/ Unit (gpd) | Strength Factor | ERU Multiple | Current Charge | Proposed [1] | | | | |
|--------------------------------------|---------------------|--------------------|-----------------|-------------------|--------------|------------|------------|------------|------------|
| | | | | | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 |
| Projected Rate Increase [1] | | | | | 0.00% | 4.25% | 4.25% | 4.25% | 4.25% |
| Residential Fixed Charges | | | | | | | | | |
| Single Family | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Multi-family | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Second Unit/Studios | 160 | 1.00 | 0.74 | \$57.06 | \$57.06 | \$59.49 | \$62.01 | \$64.65 | \$67.40 |
| Mobile Home/Trailers | | | | | | | | | |
| Manager Residence | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Trailer Space | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Mobile Home Park Laundry | 140 | 1.00 | 0.65 | \$49.92 | \$49.92 | \$52.04 | \$54.25 | \$56.56 | \$58.96 |
| Retirement Facility | | | | | | | | | |
| Manager Residence | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Rooms w/o Kitchens | 100 | 1.00 | 0.47 | \$35.67 | \$35.67 | \$37.19 | \$38.77 | \$40.41 | \$42.13 |
| Rooms w/ Kitchens | 150 | 1.00 | 0.70 | \$53.49 | \$53.49 | \$55.76 | \$58.13 | \$60.60 | \$63.18 |
| Non-Residential Fixed Charges | | | | | | | | | |
| Motel/Hotel | | | | | | | | | |
| Manager Residence | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Rooms w/o Kitchens | 100 | 1.00 | 0.47 | \$35.67 | \$35.67 | \$37.19 | \$38.77 | \$40.41 | \$42.13 |
| Rooms w/ Kitchens | 150 | 1.00 | 0.70 | \$53.49 | \$53.49 | \$55.76 | \$58.13 | \$60.60 | \$63.18 |
| Laundrettes, per machine | 160 | 1.00 | 0.74 | \$57.06 | \$57.06 | \$59.49 | \$62.01 | \$64.65 | \$67.40 |
| Beauty & Barber Shops | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Each Sink Over 2 | 100 | 1.00 | 0.47 | \$35.67 | \$35.67 | \$37.19 | \$38.77 | \$40.41 | \$42.13 |
| Gas Station w/Restroom | 325 | 1.00 | 1.51 | \$115.91 | \$115.91 | \$120.84 | \$125.97 | \$131.33 | \$136.91 |
| Cocktail Lounge | 430 | 1.00 | 2.00 | \$153.35 | \$153.35 | \$159.87 | \$166.66 | \$173.74 | \$181.13 |
| Additional Seating | 8 | 1.00 | 0.04 | \$2.85 | \$2.85 | \$2.97 | \$3.10 | \$3.23 | \$3.37 |
| Market, Major | 750 | 1.76 | 6.14 | \$470.74 | \$470.74 | \$490.75 | \$511.60 | \$533.35 | \$556.01 |
| Convenience Market | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Convenience Market w/Deli | 270 | 1.76 | 2.21 | \$169.47 | \$169.47 | \$176.67 | \$184.18 | \$192.01 | \$200.17 |
| Deli | 260 | 1.00 | 1.21 | \$92.72 | \$92.72 | \$96.66 | \$100.77 | \$105.05 | \$109.52 |
| Office & Retail | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Units w/o Toilets | 100 | 1.00 | 0.47 | \$35.67 | \$35.67 | \$37.19 | \$38.77 | \$40.41 | \$42.13 |
| Restaurant Full Service | 600 | 1.76 | 4.91 | \$376.59 | \$376.59 | \$392.60 | \$409.28 | \$426.67 | \$444.81 |
| Additional Seating - Food | 12 | 1.76 | 0.10 | \$7.54 | \$7.54 | \$7.86 | \$8.19 | \$8.54 | \$8.91 |
| Additional Seating - Bar/Banquet | 8 | 1.00 | 0.04 | \$2.85 | \$2.85 | \$2.97 | \$3.10 | \$3.23 | \$3.37 |
| Coffee Specialty Retail | 270 | 1.00 | 1.26 | \$96.29 | \$96.29 | \$100.38 | \$104.65 | \$109.10 | \$113.73 |
| Restaurant - Fast Food | 240 | 1.76 | 1.96 | \$150.64 | \$150.64 | \$157.04 | \$163.72 | \$170.67 | \$177.93 |
| YMCA [2] | | | | | | | | | |
| Institutional | | | | | | | | | |
| Church | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Pre/Elementary School, Per Student | 7 | 1.00 | 0.03 | \$2.30 | \$2.30 | \$2.40 | \$2.50 | \$2.61 | \$2.72 |
| High School, per Student | 9 | 1.00 | 0.04 | \$3.21 | \$3.21 | \$3.35 | \$3.49 | \$3.64 | \$3.79 |
| Museum | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Post Office | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| Public Park | 500 | 1.00 | 2.33 | \$178.31 | \$178.31 | \$185.89 | \$193.79 | \$202.02 | \$210.61 |

Additional Sewer Service Charges

| | | | | | | | | | |
|--------------------------------------|-------|------|------|----------|----------|----------|----------|----------|----------|
| Senior Living | | | | | | | | | |
| Manager Residence | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| per Bed | 125 | 1.00 | 0.58 | \$44.58 | \$44.58 | \$46.47 | \$48.45 | \$50.50 | \$52.65 |
| Food Service | 600 | 1.76 | 4.91 | \$376.57 | \$376.59 | \$392.60 | \$409.28 | \$426.67 | \$444.81 |
| Additional Seating (per seat) | 12 | 1.76 | 0.10 | \$7.53 | \$7.54 | \$7.86 | \$8.19 | \$8.54 | \$8.91 |
| Recovery Ranch | | | | | | | | | |
| Manager Residence | 215 | 1.00 | 1.00 | \$76.67 | \$76.67 | \$79.93 | \$83.33 | \$86.87 | \$90.56 |
| per Bed | 70 | 1.00 | 0.33 | \$24.96 | \$24.96 | \$26.02 | \$27.13 | \$28.28 | \$29.48 |
| Food Service | 600 | 1.76 | 4.91 | \$376.57 | \$376.59 | \$392.60 | \$409.28 | \$426.67 | \$444.81 |
| Additional Seating (per seat) | 12 | 1.76 | 0.10 | \$7.53 | \$7.54 | \$7.86 | \$8.19 | \$8.54 | \$8.91 |
| Medical, Dental, Veterinarian | | | | | | | | | |
| Clinic or Building (per 1,000 sf) | 300 | 1.15 | 1.60 | \$123.03 | \$123.03 | \$128.26 | \$133.71 | \$139.39 | \$145.31 |
| Billiard/Café (per 1,000 sf) | 150 | 1.15 | 0.80 | \$61.51 | \$61.51 | \$64.13 | \$66.85 | \$69.70 | \$72.66 |
| Food Service | 600 | 1.76 | 4.91 | \$376.57 | \$376.59 | \$392.60 | \$409.28 | \$426.67 | \$444.81 |
| Additional Seating (per seat) | 12 | 1.76 | 0.10 | \$7.53 | \$7.54 | \$7.86 | \$8.19 | \$8.54 | \$8.91 |
| Cocktail Lounge with Food | 430 | 1.76 | 3.52 | \$269.88 | \$269.88 | \$281.35 | \$293.31 | \$305.77 | \$318.77 |
| Additional Seating | 8 | 1.76 | 0.07 | \$5.02 | \$5.02 | \$5.23 | \$5.46 | \$5.69 | \$5.93 |
| Car Wash | 1,350 | 1.15 | 7.22 | \$553.63 | \$553.63 | \$577.16 | \$601.69 | \$627.26 | \$653.92 |
| Winery and Wine Tasting | 270 | 1.00 | 1.26 | \$96.28 | \$96.29 | \$100.38 | \$104.65 | \$109.10 | \$113.73 |
| Wine Tasting with Food | 430 | 1.76 | 3.52 | \$269.88 | \$269.88 | \$281.35 | \$293.31 | \$305.77 | \$318.77 |
| Additional Seating | 8 | 1.76 | 0.07 | \$5.02 | \$5.02 | \$5.23 | \$5.46 | \$5.69 | \$5.93 |

[1] All sewer service charges are effective July 1.

[2] The YMCA has a payment agreement based on annual flow.

Example of Proposed Increase in Monthly Wastewater Bill for Residential Customers

The following example is for existing residential customers. For a single-family residential customer for a one-month billing cycle, the 4.25% rate increase on July 1, 2022 will be \$3.26 per month.

**Table 14
Bill Impacts with Proposed Wastewater Rates**

| Classification | July 2022 | | | Percent Change |
|----------------------|--------------|---------------|----------|----------------|
| | Current Bill | Proposed Bill | Increase | |
| Residential | | | | |
| Single Family | \$76.67 | \$79.93 | \$3.26 | 4.25% |
| Multi-family | \$76.67 | \$79.93 | \$3.26 | 4.25% |
| Second Unit/Studios | \$57.06 | \$59.49 | \$2.43 | 4.25% |
| Mobile Home/Trailers | \$76.67 | \$79.93 | \$3.26 | 4.25% |

Available Wastewater Rate Study

The new proposed rates are based on a report prepared by Tuckfield & Associates dated March 2021 entitled "Wastewater Rate Study". The Wastewater Rate Study is on file in the office of the District Board Secretary at 1070 Faraday Street, Santa Ynez, California 93460 and is available for public inspection.

How to Protest

At the public hearing, the Board of Directors will consider all protests against the proposed increase. Written protests must either be (i) delivered to Santa Ynez Community Services District, Attn: District

Board Secretary, 1070 Faraday Street, Santa Ynez, California 93460, by 4:00 p.m., May 19, 2021, or (ii) presented at the public hearing by submitting the protest to the District Board Secretary prior to the conclusion of the public hearing.

Any owner or tenant of the property that is billed for wastewater service charges by the District (each, a "wastewater customer") may submit a written protest against the proposed increase. To be counted, a written protest must: (1) identify the parcel of property subject to the proposed increase, (2) identify the wastewater customer, and (3) include the signature of the wastewater customer. A majority protest exists if written protests against the proposed increase are presented by a majority of the wastewater customers subject to the proposed increase. No more than one written protest per parcel of property will be counted in calculating a majority protest.

Effective Date of New Rate Schedule

Absent a majority protest, and upon approval of the Board of Directors, the new rate schedule will go into effect on July 1, 2021. However, the first-rate increase of 4.25% will not take effect until July 1, 2022. Thereafter, annual increases of 4.25% will occur on July 1 in 2023, 2024, and 2025.

Dated March 31, 2021

Wendy Berry
Secretary/Treasurer



April 2021
Issue No. 226 14 Pages

Monthly Briefing

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

Alliance Engages in Congressional Infrastructure Hearings

Committees in both houses of the Democrat-led Congress last month initiated hearings that were seen by many as the official start of the legislative process required to pass a massive infrastructure stimulus package this year. The Family Farm Alliance was involved in several key infrastructure committee hearings conducted in the Senate and the House in the past month.

Rep. Jared Huffman (D-CALIFORNIA).

Mr. Keppen was the sole Republican witness at the hearing. Other witnesses included Laura Ziemer (Senior Counsel and Water Policy Advisor, Trout Unlimited), Aleksandr Modjeski, (Habitat Restoration Program Director, American Littoral Society), and Dr. Cassandra Moseley (Research Professor and Senior Policy Advisor, Ecosystem Workforce Program, University of Oregon).

House WOW Subcommittee Hearing

The Alliance was represented at a March 11, 2021 hearing before the House Subcommittee on Water, Oceans, and Wildlife (WOW), which hosted a remote oversight hearing on "Building Back Better: Building Resilience for the Economy, Climate, and Ecosystems." Alliance Executive Director

BUILDING BACK BETTER: BUILDING RESILIENCE FOR THE ECONOMY, CLIMATE, AND ECOSYSTEMS



"My testimony focused on the importance of reauthorizing the WIIN Act, the need for continued federal investment in multi-purpose water facilities, regulatory streamlining for the construction and operation of water projects and protecting water supplies from catastrophic wildfire," said Mr. Keppen.

Dan Keppen (OREGON) was one of four witnesses who testified remotely before the hearing, which was chaired by

House Water, Oceans and Wildlife Subcommittee Chair Jared Huffman (D-CA) kicks off the March 11 virtual hearing.

man Huffman asked what the "secret sauce" is that brought groups like Family Farm Alliance and Trout Unlimited to-

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STORIES INSIDE.....

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Water Infrastructure Hearings (Cont'd from Pg. 1)

gether for what he called "a win-win" scenario when farmers and conservation groups work together on multiple purpose water projects.

"The hearing provided a great forum to tout the successful collaboration of the Western Agriculture Conservation Coalition (WACC), a group cofounded by the Alliance and Trout Unlimited in order to find these winning solutions between what had been varied interests," said Mr. Keppen.

Chairman Huffman noted that, in the last Congress, the Subcommittee advanced many forward-thinking collaborative policy solutions to tackle all of the water supply challenges facing Westerners.

"Many of those were enacted into law but there's still a lot of work to do and I look forward to continuing that work in this new Congress," he said.

This was the first hearing of the Subcommittee in this Congress, and also the first hearing for new Subcommittee Ranking Member Cliff Bentz, the freshman Republican Congressman from Oregon who holds the seat formally held for the previous 20 years by now-retired Congressman Greg Walden.

"Our pocketbook is not unlimited, and we need to define first the problems we face and then we can better proceed by tackling those problems in order of importance," Rep. Bentz said in his opening statement. "We need to be able to talk critically about the costs and benefits and be willing to reject plans that are not effective. So, today's hearing marks the first step towards what this subcommittee might suggest be included in an infrastructure bill, and that will include investments in helping us adapt to hotter, drier years."

Ranking Member Bentz and Republican Subcommittee Members discussed the need for bipartisan and common sense solutions to infrastructure challenges, including the need to promote all-of-the above water and supply policies, hydro-power (including pumped storage), and forest restoration aimed at protecting water supplies for the benefit of communities and ecosystems.

Full House Natural Resources Committee Ranking Member Bruce Westerman (R-AR) also offered opening remarks, noting that some of the witnesses at the hearing "rightly believe" that forest management on federal lands is necessary to avoid catastrophic forest fires and to protect water supplies from debris and contamination.

"Given the depth of the forest health problem, we also need to think about how we streamline the work that is done while local collaboratives and the shared stewardship initiative created by the previous administration have helped iden-

tify key projects and gotten some work done," said Rep. Westerman. "The pace and skill of these efforts needs to increase dramatically, that is if we're going to make a difference.

Rep. Jim Costa (D-CALIFORNIA) expressed his enthusiasm in what the subcommittee might accomplish this Congress.

"This subcommittee has tremendous opportunity to make the necessary contributions to Western water infrastructure," said Rep. Costa, noting that Ms. Ziemer and Mr. Keppen both pointed in their testimonies about the importance of a need for an "all-of-the-above-approach" in meeting Western water challenges.

"Could you please elaborate on these points and why they are necessary to achieve our sustainability goals?", he asked the two witnesses.

Ms. Ziemer responded that an "all of the above approach" is needed to address the range of problems presented by both climate resilience, by economic recovery, and tribal sovereignty. "I think all of those solutions are required at once," she said.

Mr. Keppen responded that the Family Farm Alliance has long advocated for a suite of supply enhancement projects coupled with demand management actions.

"My experience has been that there's never one silver bullet, so you need to look at it all," he said. "That's the simple answer."



House Water, Oceans and Wildlife Subcommittee Ranking Member Cliff Bentz (R-OREGON).

Senate ENR Committee Hearing on Natural Infrastructure

The Senate Committee on Energy and Natural Resources (ENR), Subcommittee on Water and Power conducted a hearing on March 24 to examine the viability of incorporating natural infrastructure in Western water management and policy to support economic development, protect watershed health, and build more resilient communities.

Ranking Member Cindy Hyde-Smith (R-MS) highlighted the effectiveness of a combination of natural infrastructure and built infrastructure. She stated her interest in how to accomplish greater utilization of natural infrastructure solutions without increasing production cost and without extending project completion dates, which can lead to a backlog of unfinished projects.

Ranking Member Hyde-Smith also introduced testimony from Dan Keppen, which was approved without objection for

Continued on Page 3

Natural Infrastructure Hearing (Cont'd from Pg. 2)

inclusion in the hearing record. Mr. Keppen's testimony noted that natural infrastructure must be used in conjunction with existing built infrastructure, such as dams and canals, but that it must not be a one-size fits all approach to improving water supply.

"We believe we must also have investments in new and existing water storage and conveyance infrastructure – including rehabilitating and upgrading aging facilities," Mr. Keppen's written testimony noted.

At the hearing, Subcommittee Chair Ron Wyden (D-OR) highlighted a bill he and Senator Jeff Merkley (D-OR) introduced – the *Water for Conservation and Farming Act* (S. 953) – intended to help communities in Oregon and across the West experiencing high levels of drought.

"The water shortages out West have big time ramifications for critical habitats and farmers and ranchers who have to make decisions now about their crops," said Senator Wyden. "Investing in water conservation infrastructure will pay dividends in reducing the demand for water, improving biodiversity and helping farmers and ranchers better plan and prepare for droughts."

The *Water for Conservation and Farming Act* was first introduced last year, with several provisions included in the spending package passed into law in December 2020. Mr. Keppen testified before the Senate ENR Committee in July 2020, expressing support for the bill's provisions that reau-

thorize the Fisheries Restoration and Irrigation Mitigation Act, which supports voluntary fish screen and passage projects. The bill also authorizes funds for important Reclamation water reuse, recycling, and conservation programs. Other issues addressed in the bill include promoting waterfowl habitat creation, sustaining biodiversity during droughts, cooperative watershed management extension and expansion, watershed health, drought planning and preparedness for fisheries, and aquatic ecosystem restoration.

"This bill provides important tools to address water and natural resources challenges across the West that are important to our members," said Mr. Keppen. "However, certain provisions in the legislation do raise some concerns. We appreciate

the Senators' leadership and look forward to working with them to improve specific provisions to ensure the bill's effectiveness and purpose is achieved in a way that works for all water users."

In related news, the House Appropriations Committee, Energy and Water Subcommittee last month held a hearing, "*Innovation and Investment in Water Resources Infrastructure*."

"This was a good opportunity to bring to light the Aging Infrastructure Account's

creation in the omnibus appropriations bill last December," said Mr. Keppen. "We worked with Rep. Dan Newhouse (R-WASHINGTON) to raise points about what this account means for rural water infrastructure and the importance of it for the West. We appreciate the Congressman's strong support for the account."



U.S. Senator Ron Wyden (D-OREGON), Chairman of the Senate Energy and Natural Resources Committee, Water and Power Subcommittee (File Photo by Susan Walsh-Pool/Getty Images)



New Board Member: Paul Orme, 4th generation Arizona rancher

Welcome to our newest board member - Paul Orme from Arizona! Paul has been a long-time member of the Alliance's Advisory Committee. His law practice focuses on representing special districts in water, electric power, and utility law matters. He serves as Counsel to five special districts in Pinal County, Arizona. Paul lives on and serves as President of his family's 4th Generation cattle ranch in central Arizona. In this capacity, he also serves on the board of directors of the Arizona Farm and Ranch Group and is a member of the Arizona Cattle Growers Association and the Arizona Agribusiness and Water Council.

Our deepest thanks to Dan Thelander, who was a real credit to his state for the term he served on our board. We appreciate your service, Dan!

Biden and Congress Move to Push Infrastructure Proposals

\$1.9 Billion COVID relief package signed into law

President Joe Biden last month signed the \$1.9 trillion *American Rescue Plan Act of 2021* into law (PL 117-2). This massive piece of legislation includes numerous provisions of importance to public entities, including \$350 billion in relief funding to all state, local, county, tribal, and territorial governments.

Congress and the White House are now eyeing the creation of a large infrastructure package as part of the Biden Administration's COVID recovery plan.

Biden Administration Releases Infrastructure Plan

The White House on March 31 released a detailed fact sheet for President Joe Biden's \$2.25 trillion, eight-year American Jobs Plan proposal. The sweeping plan would pump money into transportation, renewable energy, manufacturing and efforts to combat climate change—funded by undoing some of the tax breaks that corporations received from the Tax Cuts and Jobs Act of 2017. The White House plans to release details for its second major infrastructure package in mid-April, which could cost \$1 trillion or more, with a focus on social measures including expanding health care and paid-leave access and extending the child tax credit—offset by tax increases on wealthy individuals.

President Biden offered his opening argument for the first phase of spending in a speech in Pittsburgh, Pennsylvania.

"Our infrastructure is crumbling," the president said, predicting that his plan is "going to create the strongest, most resilient, innovative economy in the world."

President Biden's plan includes approximately \$650 billion to build the United States' infrastructure, such as its roads, bridges, highways and ports. The plan will also include in the range of \$400 billion toward home care for the elderly and the disabled, \$300 billion for housing infrastructure and \$300 billion to revive U.S. manufacturing. It will also include hundreds of billions of dollars to bolster the nation's electric grid, enact nationwide high-speed broadband and revamp the nation's water systems to ensure clean drinking water, among

other major investments.

Republican leaders blasted the plan as an anti-business, tax-and-spend package.

"This is not going to be an infrastructure package," Senator Minority Leader Mitch McConnell said at an event in his home state of Kentucky. "It's like a Trojan horse," McConnell said. "It's called infrastructure, but inside the Trojan horse is going to be more borrowed money and massive tax increases on all the productive parts of our economy."

It will be up to Congress to decide what to include and how to move a massive bill on the coattails of the \$1.9 trillion COVID relief package that was approved last month by using

budget reconciliation procedures that bypassed GOP involvement. Also, Congress will need to determine how to pay for the additional spending associated with the recovery package.

President Biden will follow this speech with another announcement in April regarding a second package focused on spending for social-safety-net programs, addressing healthcare, childcare, universal prekindergarten, free community college, and other issues.

Both proposals combined will likely total around \$3 trillion.



President Joe Biden rolls out his infrastructure proposal in Pittsburgh, PA on March 31. Photo source: Jim Watson, Getty Images

Reaction from Western Ag and Water Organizations

Recognizing the constructive elements of conservation, efficiency, recycling and watershed management included in the Biden administration's initial infrastructure proposal, a national coalition of over 200 agricultural organizations and urban and rural water districts said today it would urge the federal government to further bolster investment in the nation's aging water facilities.

"To ensure that food can continue to be safely and affordably produced in the West, and that rural communities continue to have access to the water critical to their economies, it is important that water supply investment be included as a necessary component of a national infrastructure package," California Farm Bureau President Jamie Johansson said. "We will

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White House, Congress Move on Infrastructure (Cont'd from Pg 4)

continue to work with Congressional leaders to build on the administration proposal with enhanced funding for water infrastructure."

In January, the coalition called on the administration and congressional leaders to invest in a diversified water management portfolio that enhances water supply and quality for urban and environmental uses, while keeping water flowing to Western farms and rural communities.

"The severe drought punishing much of the West only emphasizes the need to plan now for future droughts and provide the funding needed to not only fix, but to 'build back better' the national system responsible for delivering water to homes, businesses, farms and the environment," Family Farm Alliance Executive Director Dan Kepen said.

While the details of the plan are still forthcoming, the coalition said it looks forward to working with the administration and Congress on the larger need for Western water infrastructure, such as above- and below-ground water storage facilities, conveyance and desalination, along with federal financing mechanisms for such water projects.

"Decades of neglect have rendered our federal water projects unable to meet the human and environmental needs of the West," Western Growers President and CEO Dave Puglia said. "While highways and bridges are front and center in the administration's proposal, federal investments in water storage and conveyance would present an opportunity to strengthen our farming and rural communities while providing good-paying jobs and an economic boon for the construction industry."

With Western states facing another drought and their importance in supplying much of the nation's food supply, the coalition said it is even more critical to recognize the need for rural water infrastructure investments to capture and store water for use when it is needed most.

The coalition includes organizations from 15 states that collectively represent \$120 billion in agricultural production, nearly one-third of all agricultural production in the country, and tens of millions of urban and rural water users.

Congress Begins to Move on Infrastructure

House Speaker Nancy Pelosi (D-CA) called President Biden's proposal "a visionary, once-in-a-century investment

in the American people and in America's future." She is reportedly aiming to have the House pass the American Jobs Plan by July 4, with passage very likely to be done under the budget reconciliation process (i.e., the same method that House and Senate Democrats used to pass the American Rescue Plan Act of 2021).

The House's July 4 goal means the Senate would not formally take up the infrastructure-only portion of President's Biden proposal until the middle of July 2021 at the absolute earliest. Speaker Pelosi said she had instructed House committee chairs to begin working with their Republican counterparts on an infrastructure plan that can win backing from both sides of the aisle.

"Building roads and bridges and water supply systems and the rest has always been bipartisan, always been bipartisan, except when they oppose it with a Democratic president, as they did under President Obama, and we had to shrink the package," said Speaker Pelosi. "But, nonetheless, hopefully, we will have bipartisanship."

Rep. DeFazio (D-OREGON), Chairman of the House Transportation and Infrastructure (T&I) Committee, is targeting a transportation bill for the end of spring, and the Senate is hoping to shape a key part of its package by Memorial Day.

Senate Environment and Public Works (EPW) Committee Chairman Tom Carper (D-DE) has said that the foundation of the package will be a surface transportation bill he hopes to clear through his committee on a bipartisan basis, also by the end of May.

"That's our timetable — we're already working on it," Senator Carper told reporters March 10. "And we're working across the aisle."

He expects it to then be combined with other infrastructure bills and become law by the end of September, according to *E&E News*.

Some of the challenges associated with attracting bipartisan support relate to how such an infrastructure package will deal with climate change (e.g., the Green New Deal) and whether some or all spending provisions are "paid for" in some respect (either with cuts elsewhere or through tax increases). Both topics will be contentious issues for Republicans.

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The last of five drop structures that move water through the St. Mary Canal to the North Fork of the Milk River is seen after its failure last year northwest of Cutbank (MONTANA). Photo source: United States Bureau of Reclamation.

President Joe Biden's Cabinet Fills Out

Biden Cabinet nominees with important roles that impact Western farmers and ranchers are steadily being confirmed by the U.S. Senate. As reported in the March 2021 "Monthly Briefing" the Senate in February voted to confirm former Iowa Gov. Tom Vilsack to Secretary of the U.S. Department of Agriculture (USDA). He was the Secretary of Agriculture during the Obama Administration.

The Family Farm Alliance's West-wide, primarily rural membership works closest with the Departments of Agriculture and Interior (which houses the Bureau of Reclamation, Fish and Wildlife Service, Bureau of Land Management, among other agencies) and the Environmental Protection Agency.

"Senior appointed officials in these departments play an important role in directing and implementing policies that have a real bearing on the well-being of Western farmers and ranchers," said Alliance President Patrick O'Toole, whose family operates a sheep and cattle ranch in Wyoming.

Secretary of Interior Deb Haaland

Biden nominee Rep. Deb Haaland (D-NM) last month was confirmed by a 51-40 vote to be Secretary of the Interior. She will be the first Native American secretary in any president's cabinet.

"Environmental injustice and economic injustice have taken a hold of so many communities, and they've had enough. They want us to pay attention and help them to succeed," she told *The Guardian* in an interview before her nomination. "As far as Indian Country is concerned, I want to make sure tribal leaders – and all marginalized communities – have a seat at the table."

Senate Democrats said Haaland has a special relationship with the land that bolsters her leadership of the Interior Department charged with managing so much of the West.

"It is long, long, long past time that this country had a Native American leading the Interior Department," said Senator Ron Wyden (D-OREGON) before the Senate vote. "We have got a nominee who is qualified. She is fair. She is going to concentrate on bringing people together, and she is going to make history."

Secretary Haaland has been an outspoken critic of fracking and was an original co-sponsor of the Green New Deal resolution outlining a vision for rapidly decarbonizing the

U.S. economy. Her past positions on these matters drew fire from some Senate Republicans.

"I honor her heritage and appreciate how significant the nomination of a Native American is," said Sen. Cynthia Lummis (R-WYOMING). "But there is no connection between her heritage and her support of the Green New Deal and attacking oil and gas production as a means to address climate change."



Michael Regan at his Senate confirmation hearing. Photo source: Joy Philippi.

Senate Energy and Natural Resources Committee ranking member John Barrasso (R-WYOMING) also raised concerns.

"This is a historic moment, and it should be recognized, [but] I want to be very clear," said Senator Barrasso. "Rep. Haaland's policy views, and lack of substantive actions during her confirmation hearing, in my opinion, disqualify her for this job."

EPA Administrator Michael Regan

The Senate last month also confirmed Michael Regan as Environmental Protection Agency (EPA) administrator, putting the North Carolina

regulator in a key role to implement President Joe Biden's aggressive climate change agenda.

Mr. Regan will seek to build the agency's environmental justice programs that target hazards facing low-income communities and people of color, and restore rules reducing pollution from passenger vehicles, power plants and the oil and gas industry that were modified under the Trump administration.

"I'm grateful to President Biden for entrusting me to lead the U.S. Environmental Protection Agency at this critical moment in our country's history," said Administrator Regan on his first day in office. "EPA's career officials are the backbone of this agency, and I am humbled to work alongside them as we confront climate change, stand up for justice and equity, and ensure science is at the heart of our decision-making. We will prove that environmental protection and economic prosperity go hand in hand - and we will seize this opportunity to create a healthier, more just future for all."

Other Important Senate Confirmations

Other confirmed Cabinet members whose leadership will have bearing on Western irrigators include Energy Secretary Jennifer Granholm and Transportation Secretary Pete Buttigieg.

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Western Water Rights Protection Bills Introduced

U.S. Congresswoman Lauren Boebert (R-COLORADO) last month introduced the *Western Water Security Act* (H.R. 1679), intended to protect private property rights, uphold state water law, and prohibit federal takings.

“My District is all too familiar with federal government attempts to seize control of private property and private water rights. By extorting water through permitting, leasing, and other use schemes, government bureaucrats have trampled on the rights of local communities,” said Rep. Boebert. “The Western Water Security Act prevents federal water grabs, protects private property rights, and helps ensure an abundant supply of clean water for future generations.”

Senators John Barrasso (R-WYOMING), Jim Risch (R-IDAHO) and Mike Crapo (R-IDAHO) introduced S. 855 – the Senate companion bill – later in the month.

The Family Farm Alliance has formally supported this legislation, as it has with similar versions of this bill introduced in previous sessions of Congress.

“Our farmers and ranchers rely on their vested water rights to secure operating loans, as well as irrigated crops and water livestock,” said Alliance Executive Director Dan Keppen. “Federal agencies should not be able to leverage those water rights against farming and ranching families who have

long depended upon federal permits and leases to support actions like grazing.”

In recent years, repeated water grabs by the federal government have threatened the livelihoods of tribal members, farmers, ranchers, water conservation districts, irrigation districts, municipalities, small businesses, and other water users that rely on privately held water rights. The U.S. Forest Service made several groundwater seizure attempts through overreaching agency directives and tried to seize ski area’s water rights, and the Bureau of Land Management required ranchers in the West to surrender water rights prior to approving use of grazing allotments.

The Western Water Security Act is intended to prevent federal water grabs, protect private property rights, and

help ensure an abundant supply of clean water for future generations.

“Dolores Water Conservancy District (DWCD) supports Representative Boebert’s efforts to protect Colorado’s constitutional recognition of Prior Appropriation private property rights,” said Ken Curtis, DWCD General Manager. “Any diminishment of these rights would harm all of Colorado and our water rights system.”

The Family Farm Alliance is one of dozens of supporters of this bill, which include American Farm Bureau Federation, National Water Resources Association, Colorado Cattlemen’s Association, and others.



Rep. Lauren Boebert during the Electoral College debate.
Photo: Congress.gov via Getty Images

Biden Cabinet Takes Shape (Continued from Page 6)

gig. The White House earlier this month named Kelliann Blazek as special assistant to the president for agriculture and rural policy — another sign that some believe suggests that rural development issues could gain traction under the Biden administration.

Committee Approvals of Environmental Nominees

The Senate Environment and Public Works Committee (EPW) last month approved President Joe Biden’s nominations of Ms. Brenda Mallory to head the White House Council on Environmental Quality (CEQ) and Ms. Janet McCabe to be EPA Deputy Administrator by slim margins, clearing the way for Senate floor votes on their confirmations.

Most GOP “no” votes were over concerns with the priorities and policy positions of the Biden Administration and not

aimed at the nominees themselves.

White House Pulls Interior Deputy Secretary Nominee

The Biden White House has pulled the nomination of Ms. Elizabeth Klein to serve as Interior Department Deputy Secretary after hearing opposition from Sen. Lisa Murkowski (R-AK), former Chair of the Senate Energy and Natural Resources Committee.

Ms. Klein served as deputy director of the New York University School of Law’s State Energy & Environmental Impact Center from 2017 through the beginning of this year and is an environmental attorney who served at Interior during the Clinton and Obama Administrations.

There is no word yet on who might be nominated by the White House for the position in her stead.

Update: Biden Administration Climate Change

Climate change is one of the top four priorities of the Biden Administration, and the new administration's actions on this front were outlined immediately after President Biden took office when he issued his Executive Order (EO) on Tackling the Climate Crisis at Home and Abroad. That EO affirms the policy of my Administration to "organize and deploy the full capacity of its agencies to combat the climate crisis to implement a Government-wide approach".

Successfully meeting these challenges will require the federal government to pursue such a coordinated approach from planning to implementation, coupled with substantive engagement by stakeholders.

The "Social Cost of Carbon"

The Biden Administration has announced it plans to raise the figure it will use to assess the damage that greenhouse gas pollution inflicts on society to \$51 per ton of carbon dioxide. This rate is seven times higher than that used by the Trump Administration. This so-called "social cost of carbon" could reach as high as \$125 per ton once the Biden administration completes a more rigorous analysis. The final figure will be

incorporated into federal agency decisions, including purchasing, pollution control requirements, and which types of infrastructure are permitted in the future.

In a recent interview, President Biden's national climate adviser, Gina McCarthy, said the administration is setting an initial price to inform its policies "and then work more diligently about what the actual cost might be as we move forward, and get the information that we need to be able to do that."

But many industry groups remain nervous about putting a higher price tag on carbon emissions, and are warning the administration it needs to listen to them before settling on a final figure for doing so.

A coalition of business groups last month wrote the White House and outlined their expectations to be provided "ample channels and opportunities for public and stakeholder input" as federal officials update the government's cost-benefit approach.

Senator John Barrasso (R-WYOMING) called the move "a backdoor carbon tax" that would lead to higher energy costs.

"The administration is laying the traps to justify punishing new regulations," Senator Barrasso said in a statement. "Since

the president can't rationalize the crippling costs of his climate policies, he needs to exaggerate the benefits."

Carbon Bank

The Biden administration is moving forward with plans to establish a "carbon bank" through the U.S. Department of Agriculture (USDA), intended to help pay producers for climate-friendly farming. A consensus appears to be emerging – based on the proceeding of a Senate Agriculture Committee hearing held last month - that climate change is real and that farmers are well poised to lead the charge to address it because of agriculture's ability to sequester carbon.

"Agriculture is no stranger to the conversation about climate sustainability," said Arizona Farm Bureau Federation

President Stefanie Smallhouse at a March 11 hearing of the Senate Agriculture Committee. "America's farmers and ranchers play a critical role in promoting soil health, conserving water, enhancing wildlife, efficiently using nutrients, and caring for their animals. For decades, they have embraced innovative technology thanks to investments in agricultural research and adopted climate-smart practices to improve productivity, enhance sustainability, and provide clean and renewable energy."

As a result of agriculture's intentional efforts to protect soil and water, U.S. farmers and ranchers contribute significantly fewer greenhouse gas (GHG) emissions than their counterparts around the world.

According to Ms. Smallhouse's testimony, in the U.S., agriculture accounts for approximately 10 percent of GHG emissions. By contrast, EPA data shows that –on a global scale –agriculture contributes more than double that percentage: 24 percent of GHG emissions in 2010.

Senate Republicans insist that farmers should not be compelled to participate in climate-friendly practices, particularly if doing so is a condition to enroll in other federal farm programs.

"Farmers should not be expected to accept a reduction in crop yield, or to be forced to compensate for that reduction by relying on a speculative new income stream derived from developing greenhouse gas credit trading," said Senate Agriculture Committee Ranking Member John Boozman (R-Ark.). "We need to foster an environment where we can increase yields while improving economic sustainability and new opportunities for American farmers, ranchers, and foresters."



Farmers and Foresters: Opportunities to Lead in Tackling Climate Change." Senate Agriculture Committee Hearing (March 11, 2021).

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Biden Climate Change Initiative (Cont'd from Page 9)

USDA Role

The Biden administration is evaluating options for using USDA's Commodity Credit Corporation (CCC) to quickly launch its ambitious food and farm agenda without relying on appropriations from a closely divided Congress. The CCC – established in the Depression-era - is authorized to borrow \$30 billion from the U.S. Treasury for the purpose of stabilizing the farm economy. Former President Donald Trump used the CCC as means of paying farmers for coronavirus relief and mitigating for trade impacts. President Biden's team is looking at their creative opportunities to apply the fund for a whole new agenda. One option could be using the agency to create a "carbon bank" that pays farmers and ranchers to sequester greenhouse gases in their farmland soil.

"CCC was built to help think about how we stabilize that and think about how we can work with producers to help market them and do other things with commodities," said Robert Bonnie, SDA's deputy chief of staff to Secretary Vilsack.

USDA Secretary Vilsack has said no decisions have yet been made on what specific actions the administration will take to reduce greenhouse emissions, but that his department is examining "an array" of approaches including changes to existing conservation programs, a carbon bank and altering crop insurance premiums. He also noted that the private carbon banks that have already been set up clearly aren't yet attracting enough interest among farmers.

There's also an ongoing debate between Vilsack and top Congressional Republicans, as to whether USDA has authority to create a carbon bank through the CCC.

"USDA believes they have the legal authority," Andrew Walmsley, director of congressional relations for the American Farm Bureau, recently told *Politico*. "I don't know if they have the political authority. That's important."

Role of Farmers and Ranchers in Climate Programs

However, even those producers who appear likely to profit from this initiative remain skeptical. Some f

armers and ranchers worry that big agribusinesses and financial institutions will skim most of the profits from the carbon market. Others are wary of any action on climate change that could affect producers' bottom lines. Questions surround the challenge of how to recognize farmers who have been saving carbon in their soil for years.

USDA appears to be committed to listen and consider their concerns. USDA last month published a *Federal Register* Notice requesting public input on a climate-smart agriculture and forestry strategy.

President Biden's climate EO directs Secretary Vilsack to solicit input from stakeholders as USDA develops a climate-smart agriculture and forestry approach.

"USDA is committed to addressing climate change through actions that are farmer, rancher, and forest landowner-focused and that create new market opportunities for the sector in a fair and equitable way," said Secretary Vilsack. "We want your ideas on how to position the agriculture and forestry sectors to be leaders on climate smart practices to mitigate climate change."

The Notice seeks information on four topics: climate-smart agriculture and forestry; biofuels, bioproducts, and renewable energy; catastrophic wildfire; and meeting the needs of disadvantaged communities through USDA's climate strategy.

The Notice will be available for public input until April 30th, and is available online through the *Federal Register*.

"We are preliminarily looking at using this formal comment opportunity as the vehicle to finalize our Western "roadmap" for the Biden Administration's USDA," said Family Farm Alliance Executive Director Dan Keppen.

Alliance President Speaks at U.N. Landscape Roundtable



Family Farm Alliance President Pat O'Toole and his wife Sharon, whose family operates Ladder Ranch in Wyoming.

Family Farm Alliance President Patrick O'Toole (WYOMING) was the sole American agricultural producer represented on a recent "Independent Dialogue" convened by the Food and Agriculture Organization (FAO) of the United Nations (U.N.) to discuss landscape partnerships in the context of the U.N. Food System Summit (UNFSS).

"The UNFSS will be looking for bold actions to receive global support and mobilization to transform food systems," said Mr. O'Toole, whose family operates Ladder Ranch on the Wyoming-Colorado border. "This was a great opportunity to get our foot in the door and provide the perspectives of on-the-ground producers."

Joining Mr. O'Toole on the panel were Maria Sengelela (Solidaridad Network, Mt Kilimanjaro Landscape, Tanzania), Percy Summers (Conservation International, Alto Mayo Landscape, Peru), and Leonel Requena, UNDP Small Grants Programme, Belize Barrier Reef).

The Roundtable is part of an on-going series of discussions focusing on climate change, agriculture, and landscapes. The series has been jointly organized by EcoAgriculture Partners and FAO since 2009.

Differing Views of Biden 30 x 30 Plan Emerge in Congress

President Biden’s proposed “30 x 30” plan that seeks to conserve 30% of the nation’s land and waters by 2030 is drawing praise from Democrats on Capitol Hill and raising alarms in Republican Congressional offices representing rural Westerners.

In a letter sent to President Biden last month, 64 Republican members of the U.S. House and Senate expressed concern and called for more clarity on the administration’s 30 x 30 plan, an “equitable and meaningful voice in the process” for state and local governments and key stakeholders, and a detailed briefing by March 28. Chairmen Dan Newhouse (R-WASHINGTON) and Steve Daines (R-MONTANA) of the Congressional & Senate Western Caucuses led 12 Senate Members and 50 House Members of the respective Caucuses in sending the letter to President Biden.

“The West is already paving the way on conservation,” they wrote. “Stewardship of our lands is embedded in our Western values. Sustainable, healthy land is the lifeblood of our rural communities and our outdoor heritage and rural economies thrive when our lands are properly managed. While the Administration has implied that multiple-use is not contrary to conservation, recent activities that attack key industries suggests otherwise.”

Western Caucus Members outlined their concern that Western states would be disproportionately impacted by the 30 x 30 Initiative and demanded President Biden provide details about how he plans to accomplish this goal without harming the industries, economies, and ways of life in Western and rural communities.

In a separate letter sent to President Biden last month, 120 Democratic members of the U.S. House (100) and Senate (20) and Republican Rep. Brian Fitzpatrick (R-PA) expressed support for the “bold and necessary” 30x30 goal, while noting the critical role of collaboration with state and local governments, tribes, private landowners, and “the full range of stakeholders who use and enjoy our lands and waters” and calling for a “transparent, stakeholder driven process.”

“30x30 also offers a historic opportunity to affirm tribal sovereignty and self-determination, while safeguarding culturally important lands and wildlife,” the letter states. “Indigenous peoples in the United States have protected nature for millennia. By supporting tribal communities in fulfilling their vision and priorities for the stewardship of natural and cultural resources, your Admin-

istration can renew the incredibly important trust relationship with Tribal Nations.”

The success of President Biden’s 30 x 30 initiative could hinge largely on how the administration engages private landowners, who own 900 million acres of farm and ranch lands and 445 million acres of forests. A recent survey from Duke University found that only 25 percent of rural Americans believe that the federal government, rather than states, should “take the lead” on environmental issues.

“To address these concerns, the Biden administration should come out strongly against the use of regulations or restrictive designations on private lands to reach its target of 30 by 30,” Brian Yoblonski, CEO of the Property and Environment Research Center, recently wrote in *National Review*. “Instead, innovation and incentives should take the lead.”



Republicans Take Aim at Permitting Processes and Regulations

Congressional Republicans have introduced bills to streamline permitting regulations and limit jurisdictional reach of federal agencies.

Sen. Mike Lee (R-UTAH) last month introduced several bills to reform the federal permitting process to make "maintenance projects affordable again." The package, dubbed the "UNSHACKLE Act," combines several bills that would amend National Environmental Policy Act (NEPA) review process and transparency requirements. The Trump Administration overhauled the NEPA rules, seeking to "streamline" environmental review. President Biden is widely expected to revise the Trump changes, which went into effect last year.

Rep. Bob Gibbs (R-OH), a member of the House Trans-

portation and Infrastructure (T&I) Committee, has reintroduced legislation in the 117th Congress to limit EPA’s Clean Water Act (CWA) authority over dredge-and-fill permits and pesticide spraying. H.R. 1820 would prevent EPA from retroactively “vetoing” a CWA Section 404 permit issued by the U.S. Army Corps of Engineers (Corps); the legislation is similar to other GOP bills introduced in previous Congresses.

Meanwhile, H.R. 1821 would exclude pesticides regulated and approved under the Federal Insecticide Fungicide and Rodenticide Act from needing a CWA National Pollutant Discharge Elimination System permit for application on or near waterways. The bill is identical to legislation that has previously passed the House, most recently in 2017, but has failed to gain traction in the Senate.

Western U.S. receives \$42.4 million in Reclamation grants *Projects will conserve and use water more efficiently*

grants to 55 projects throughout 13 states for projects that will improve the water reliability for rural communities. More than 98,000 acre-feet of water per year are expected to be conserved by projects that will use water and power more efficiently, improve waters supply reliability, and generate more hydropower.

"Improving water and energy efficiencies is one way Reclamation is using its resources to provide communities in the West the ability to be resilient to climate change, because conserving water is also saving energy," said Bureau of Reclamation Deputy Commissioner Camille Calimlim Touton.

The selected projects are in Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. Projects include canal lining and piping to reduce seepage losses; installation of advanced metering, automated gates, and Supervisory Control and Data Acquisition systems to improve water management; and programs in urban areas to install residential water meters.

The Confederated Tribes and Bands of the Yakama Nation located in central Washington will receive \$570,965 to convert more than 15,000 feet of earthen canals to PVC pipe. The project will improve water use efficiency and reliability through optimal flow rates, reduced leakages and operational losses. The project is expected to result in an annual water savings of 1,504 acre-feet remaining in the system supporting the other needs within the irrigation project.

In New Mexico's Mesilla Valley, Elephant Butte Irrigation District (EBID) received the only grant given out in the state to renovate efficient access to Rio Grande Project surface water.

"This is huge," said Gary Esslinger, EBID's general manager. "It will provide water deliveries right out of the river to one of the largest pecan orchards in the Mesilla Valley."

"Year by year, the district modernizes," said Phil King, a consulting engineer who works with EBID. "Bravo!"

In California, near the Arizona border, the Bard Water District will receive \$1.1 million to complete a canal lining and piping project. The project is expected to result in annual water savings of 701 acre-feet, which will remain in the Colorado River system for other uses.

Once completed, the project will also better position farmers to work with the Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) to improve on-farm irrigation systems. Projects like these complement on-farm irrigation improvements that can be carried out with the assistance NRCS to accomplish coordinated water conservation improvements.

"Infrastructure modernization is critical to enable agricultural producers to make additional improvements on their land," said Astor Boozer, Regional Conservationist for NRCS's western operations. "Using EQIP-WaterSMART Initiative assistance to reduce water losses and use irrigation water efficiently allows farmers to complement WEEG funded projects and to conserve additional water for prolonged droughts."

California Congressman and Ag Interests Question Yuba Salmon Reintroduction Plan

Congressman Doug LaMalfa (R-CA) has written the National Marine Fisheries Service (NMFS) to express concern over a proposed Spring-run Chinook Salmon reintroduction program in California's Yuba River Watershed. The Congressman, in his March 26 letter, requested that NMFS provide written comments to several fundamental points, including when the complete plan will be released to the public, and how it would be implemented.

"As this program continues to advance, I am requesting that NMFS continue to consult with my constituents, work to incorporate the best available scientific information, and make sure this reintroduction program is legally sound and equally benefits California's economy," Rep. LaMalfa wrote.

Interests from throughout California submitted comments on the NMFS proposed rule, raising questions about the "incomplete" nature of the NMFS plan, including why the proposed rule for the reintroduction was issued before a complete reintroduction plan has been released.



Rep. Doug LaMalfa (R-CA).
Photo source: Rep. LaMalfa

So far, NMFS has not notified local communities, and their respective agricultural, forestry or hydropower interests as to which river the reintroduction would occur, when it would occur, and how the federal agency plans to ensure these interests will not be harmed by the federal Endangered Species Act (ESA)-given that Spring run salmon are listed as "threatened" under the law.

California Farm Bureau, California's State Water Contractors and the San Luis Delta Mendota Water Authority (Water Authority), and many others submitted letters to the agency. One of these parties - the Water Authority - receives federal water supplies through the Central Valley Project (CVP) and has a significant stake in the effective, consistent, and efficient implementation of the ESA.

"The reliability and quantity of CVP water supplies available to many of the Water Authority's member agencies has been significantly diminished over the past twenty-five

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White House, Congress Move on Infrastructure (Cont'd from Pg 5)

Rep. Sam Graves (R-Missouri), the top Republican on the House T&I Committee, said he'll work with Democrats on infrastructure, but that prioritizing climate issues would not receive GOP support.

"A transportation bill needs to be a transportation bill, not a Green New Deal," Rep. Graves said during a recent hearing. "It needs to be about roads and bridges."

As reported in *Agri-Pulse*, Republicans could be faced with a dilemma: Do they help negotiate the infrastructure package, knowing it's paid for with tax increases? Or do they stay on the sidelines, giving up their leverage over the infrastructure provisions?

Lack of GOP support could lead to Dems using the budget reconciliation process again to avoid a Senate filibuster, cutting out the need for any GOP support to pass the legislation in the 117th Congress.

Congressional Panels Take Up Infrastructure

Committees in both houses of the Democrat-led Congress last month initiated hearings that were seen by many as the official start of the legislative process required to pass a massive infrastructure stimulus package this year. As reported in the front page article in this *Monthly Briefing*, the Family Farm Alliance has been recently engaged in several Senate and House subcommittee hearings related to infrastructure.

In the House, Energy and Commerce Committee, Democrats have introduced the "LIFT America Act." The package, backed by every member of Energy and Commerce, also includes more than \$50 billion for drinking water improvements.

The Senate EPW Committee last month unanimously advanced legislation to reauthorize drinking water and wastewater infrastructure and financing programs. The bipartisan "*Drinking Water and Wastewater Infrastructure Act of 2021*", or S. 914, would invest more than \$35 billion in water resource development projects across the country; reauthorize the Drinking Water and Clean Water State Revolving Funds; and, reauthorize EPA's lead reduction program, among others.

The legislation also would reauthorize the Water Infrastructure Finance and Innovation Act (WIFIA) through 2026

at the current funding level of \$50 million per year.

Other infrastructure provisions will soon emanate from the House T&I Committee, and from the Senate EPW and Energy and Natural Resource (ENR) Committees.

Return of Earmarks

House Republicans last month ended a decade-long ban on allowing lawmakers to seek earmarks in annual appropriations bills, a move that could help break partisan gridlock on Capitol Hill. Congressional earmarks were banned in 2011, due to claims that they led to wasteful spending.

The House GOP conference voted, 102-84, to join House Democrats in reviving "congressionally directed spending" requests.

"We are hearing they would be more limited than past versions of earmarks, requiring additional public disclosure and written justification," said Mark Limbaugh, the Family Farm Alliance's representative in Washington, D.C.

The work could start quickly, with infrastructure and spending bills as prime vehicles.

House Republicans touted the shift as way to ensure the Biden Administration does not have a free rein in directing spending and stressed it would not result in top-line spending increases.

"I'm a yes. With the changes with transparency ... you have support in writing from local units of government," said Rep. Fred Upton (R-Mich.). "I think that's a fair approach."

Members of the conservative House Freedom Caucus were fiercely opposed to bringing earmarks back, claiming they are "legislative bribery" and a path to corruption, according to *The Hill*.

"I think we've got \$30 trillion in debt and people are tired of the swamp and the GOP should be ashamed of itself, if it jumps headfirst right back into the swamp," Rep. Chip Roy (R-Texas), a caucus member, said.

Attention now turns to the Senate, where the parties have yet to reach an agreement on whether to embrace earmarks.

"If the Senate does not agree, it could strip them out of the House spending bills," said Mr. Limbaugh. "But that seems unlikely."

Rep. LaMalfa Questions NMFS Yuba Plan (Cont'd from Pg 11)

years," wrote Scott Petersen, Director of Water Policy for the Water Authority. "This loss is due, in part, to implementation of the ESA, specifically measures adopted under the ESA to change the operations of the CVP for the intended benefit of listed California native fish species."

For now, Rep. LaMalfa wants to see NMFS' plan for working with local communities and stakeholders who may be affected by this proposal.

"While I believe many ultimately would like to support the notion of restoring salmon to local rivers and streams if the program is carefully and thoughtfully undertaken, the social, economic, and environmental issues for local communities will all need to be addressed," he wrote.

"At this point, it is unclear whether these issues have even been identified. What is clear, however, is that these concerns have not been addressed publicly."

A Big Thank You to Our New and Supporting Members!

JANUARY—FEBRUARY 2021

CHAMPION (\$10,000 and Above)

**Banta-Carbona ID (CA)
Friant Water Authority (CA)
Westlands Water District (CA)
Yuba County Water Agency (CA)**

ADVOCATE (\$5,000 - \$9,999)

**Arvin-Edison Water Storage District (CA)
Central Nebraska Public Power and Irrigation District (NE)
Idaho Water Users Association
Klamath Water Users Association (OR)
Oregon Water Resources Congress
Panoche Water District (CA)
Southwestern Water Conservation District (CO)
Stone Land Company (CA)**

DEFENDER (\$1000-\$4999)

**AgriBusiness & Water Council of Arizona Allenberg Cotton Co. (CA)
Association of California Water Agencies Bill Diedrich (CA)
Borba Farms Partners (CA) Dolores Water Conservancy District (CO)
Firebaugh Canal Water District (CA) Fremont Madison Irrigation District (ID)
Kansas-Bostwick Irrigation District (KS) Kittitas Reclamation District (WA)
Kings River Water Association (CA) Langell Valley Irrigation District (OR)
Middle Rio Grande Conservancy District (NM)
Orange Cove Irrigation District (CA) Paloma Irrigation & Drainage District (AZ)
Pathfinder Irrigation District (NE) Poe Valley Improvement District (OR)
Rubicon Water (CO) Salt River Project (AZ)
San Luis Canal Company (CA) Santa Ynez River WCD (CA)
Southeastern Colorado Water Conservancy District Tulalake Irrigation District (CA)
Upper Arkansas Water Conservancy District (CO)**

A Big Thank You to Our New and Supporting Members!

JANUARY—FEBRUARY 2021

PARTNER (\$500-\$999)

Central Colorado Water Conservancy District (CO)
 Central District Water Users Association (NE)
 Colorado River Water Conservation District (CO) East Basin Irrigators Association (WA)
 Four States Irrigation Council (CO) Hermiston Irrigation District (OR)
 Hills Valley Irrigation District (CA) Kaweah Delta Water Conservation District (CA)
 K-Cubed, L.L.C (OR) Kogovsek & Associates (CO)
 Lower South Platte Water Conservancy District (CO)
 Midge Graybeal and Mark Thalacker (OR) Parreira Almond Processing (CA)
 Provost & Pritchard Consulting Group (CA) Salopek 6U Farms (NM)
 Salopek Foundation (NM) Seus Family Farms, Inc. (CA)
 Shafter-Wasco Irrigation District (CA) Stanfield Irrigation District (OR)
 Uncompahgre Valley Water Users (CO) Walla Walla River Irrigation District (OR)
 Western Canal Water District (CA) Tumalo Irrigation District (OR)

SUPPORTER (\$250—\$499)

Arizona Cotton Growers Association Brian M. Betcher (AZ)
 Britz Inc. (CA) Carnevale Environmental Consulting LLC (CO)
 Columbia Basin Development League (WA)
 Colorado River Energy Distributors Association (AZ)
 ERO Resources Corp. (CO) Falls Irrigation Company (ID)
 Frank Hammerich (OR) Harlan Family Foundation (CA) J-U-B Engineers (CO)
 Love Farms, Inc. (OR) Joe Mahaffey (CO) Midland Tractor (CA)
 North Unit Irrigation District (OR) Parsons Behle & Latimer (ID) Perez Farms (CA)
 Robbins, Browning, Godwin & Marchini (CA) State of Idaho Water District #63
 Tempe Farming (AZ) Three Rivers Ag Investments (AZ)
 Water Resources Consulting (AZ) Tumalo Irrigation District (OR) Weber River Water Users (UT)

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 Family Farm Alliance
 22895 S. Dickenson Avenue
 Riverdale, CA 93656.

CORRESPONDENCE LIST

Agenda Item 13.

APRIL 2021

1. Notice and agenda received March 12, 2021 Santa Ynez Community Services District Board of Directors Meeting March 17, 2021
2. Letter from District dated March 12, 2021 to Mr. G. King regarding backflow prevention device requirement – Old Ranch Road
3. Letter from District dated March 18, 2021 to Ms. M. Miehle regarding refund – unused portion of deposit for agriculture meter termination
4. Meeting notice and agenda received March 19, 2021 from COMB regarding Board of Directors meeting March 22, 2021
5. Letter from District dated March 19, 2021 to Mr. & Mrs. Raney regarding existing water service letter – garage conversion to master bedroom and office addition – Brandon Drive – APN 141-330-028
6. Letter from District dated March 19, 2021 to Mr. M. Testa regarding can & will serve letter – new commercial vineyard and agriculture use – Dove Meadow Road – APN 137-650-003
7. Notice and agenda received March 19, 2021 from Central Coast Water Authority regarding Board of Directors Meeting March 25, 2021
8. Letter from District dated March 22, 2021 to M. Peterson regarding notice of backflow testing requirement reminder letter
9. Agenda and notice received March 24, 2021 from Santa Barbara County Clerk of the Board of Supervisors regarding Santa Barbara County LAFCO Meeting April 1, 2021
10. Letter from District dated March 30, 2021 to Mr. S. Golis regarding can and will serve letter – bathroom addition to existing detached garage and new additional dwelling unit – Alamo Pintado Road – APN 137-650-005
11. Transmittal dated April 1, 2021 District submitted Employers Quarterly Federal Tax Return for January through March 2021
12. Transmittal dated April 1, 2021 District submitted Quarterly Contribution Return and Report to State of California for January through March 2021
13. Letter from District dated April 1, 2021 mailed to 23 District customers regarding notice of backflow testing requirement reminder letter
14. Letter from District dated April 5, 2021 mailed to 24 District customers regarding notice of backflow testing requirement reminder letter
15. Memorandum received April 5, 2021 from Santa Barbara Local Agency Formation Commission regarding transmittal of proposed fiscal year 2021/2022 LAFCO Budget
16. Notice and agenda received April 8, 2021 from Central Coast Water Authority Special Board of Directors Meeting April 14, 2021