

## NOTICE AND AGENDA OF REGULAR MEETING

### BOARD OF DIRECTORS OF THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY

HELD AT  
SANTA YNEZ COMMUNITY SERVICES DISTRICT, MEETING ROOM  
1070 FARADAY STREET, SANTA YNEZ, CALIFORNIA  
4:00 P.M., THURSDAY, MAY 28, 2026

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#### **Optional remote public participation is available via Telephone or TEAMS**

To access the meeting via telephone, please dial: [+1 469-998-7311, 209762335#](tel:+14699987311) or via the Web at: [Join the meeting now](#)

“Join a Meeting” - Meeting ID **294 811 517 405** Meeting Passcode: **4nNRT3**

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

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

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### **AGENDA OF REGULAR MEETING**

1. Call to Order and Roll Call
2. Public Comment (Any member of the public may address the Board relating to any non-agenda matter within the Board’s jurisdiction. The time for public comment allotted for each individual shall not exceed three minutes. No action will be taken by the Board at this meeting on any public comment item.)
3. Consent Agenda
  - a. Review and consider approval of meeting minutes for the February 26, 2026 EMA GSA Special Board Meeting. [\(Packet Pages: 3-5\)](#)
  - b. Review and consider approval of meeting minutes for the March 13, 2026 SYRVGB Joint Management Area Board Meeting. [\(Packet Pages: 6-9\)](#)
  - c. Review and consider approval of Financial Statements and Warrant List for February-April 2026. [\(Packet Pages: 10-17\)](#)
4. Citizen Advisory Group (CAG) Meeting Report-Out [\(Packet Pages: 18-19\)](#)
5. Action Items
  - a. Review and consider approval of First Amendment to Professional Services Agreement with MLJ Environmental for Well Registration and Reporting Platform. [\(Packet Pages: 20-21\)](#)
  - b. Review and consider approval of First Amendment to Professional Services Agreement with GSI Water Solutions for Monitoring Network Improvement Hydrogeologic Support Services. [\(Packet Pages: 22-25\)](#)
  - c. Review and consider approval of EMA GSA FY 2026-27 budget. [\(Packet Page: 26\)](#)
  - d. Review and consider approval of easement for monitoring well with Chamberlin Ranch.

- e. Review and consider approval of Resolution adopting the EMA GSA Bylaws. (Packet Pages: 27-47)
  - f. Review and consider approval of Resolution Authorizing Groundwater Extraction Fee Charges to be Collected on the Tax Roll. (Packet Pages: 48-50)
  - g. Review and consider approval of reimbursement to Walking M. Ranches for groundwater extraction fee overpayment associated with misreported production.
  - h. Review and consider approval of Fourth Amendment to Professional Services Agreement with Confluence Engineering Solutions for Executive Director Support Services. (Packet Pages: 51-56)
6. Informational Items
    - a. Receive presentation from GSI on Spring 2026 water level data for the EMA.
    - b. Prop 68 Grant and EMA GSA Initiatives Update
      - i. Stantec work plan for DWR Facilitation Support Services (Packet Pages: 57-63)
7. Consider Date/Time and Need for Future Regular and/or Special Meetings of the EMA GSA.
    - a. Next Basin-Wide Joint Special Meeting Friday, June 12, 2026, at 9:00 AM at Buellton City Council Chambers.
    - b. Next EMA GSA CAG Meeting Thursday, June 18, 2026 at 3:00 PM.
    - c. Next EMA GSA Regular Board Meeting Thursday, July 23, 2026 at 4:00 PM at SYCSD Meeting Room.
8. Board of Directors Reports and Requests for Future Agenda Items
  9. Adjournment

[This agenda was posted at least 72 hours prior to the regular meeting at 3669 Sagunto Street, Suite 101, Santa Ynez, California, and [ema-SantaYnezWater.org](http://ema-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 Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency at (805) 457-5065. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

**SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN  
MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY  
(EMA GSA) BOARD OF DIRECTORS**

**Agenda Item 3a: Minutes of the Special Meeting of February 26, 2026**

The following is a summary of the actions taken at the SYRVGB EMA GSA Board of Directors Meeting. The official record for the meeting is the recording that can be found at:  
<https://www.ema-santaynezwater.org/ema-gsa-jpa-board-meetings>

<b>Agenda Item</b>	<b>Discussion or Action</b>
1. Call to Order and Roll Call	Chair Orona called the meeting to order at approximately 4:00 PM. Daniel Heimel, Executive Director, called roll to begin the meeting. Chair Orona, Vice Chair Circle, Director Hartmann, Director Marymee, and Director Joos were present (00:00:01).
2. Public Comment	None (00:00:39).
3. Consent Agenda a. Review and consider approval of meeting minutes for the January 22, 2026 EMA GSA Regular Board Meeting. b. Review and consider approval of Financial Statements and Warrant List for January 2026. c. EMA GSA Well Permits Approved by County of Santa Barbara EHS	<p><b><u>Introduction of the Item</u></b> (00:01:33)</p> <p><b><u>Board Discussion</u></b> (00:02:43)</p> <p><b><u>Public Comment</u></b> None</p> <p><b><u>Board Action on Consent Agenda</u></b> (00:03:36) The Board moved to approve the consent agenda.</p> <p><b>Motion:</b> Director Circle  <b>Second:</b> Director Hartmann  <b>Ayes:</b> All  <b>Nays:</b> None  <b>Passes:</b> 5-0</p>
4. CAG Meeting Report-Out	<p><b><u>Introduction of the Item</u></b> (00:04:03)</p> <p><b><u>Board Discussion</u></b> (00:13:30) The Board directed staff to have a future CAG meeting item that provides information on delineation between surface water and groundwater in the Eastern Management Area of the Santa Ynez Basin, and to track attendance at future CAG meetings. This was informal Board direction and no motion was held.</p> <p><b><u>Public Comment</u></b> (00:16:11) Matt Young Tim Nicely Charles Jackson</p>
5. Action Items	
5.a. Review and consider approval of Professional Services Agreement with MLJ Environmental for EMA GSA DMS/well	<p><b><u>Introduction of the Item</u></b> (00:27:19)</p> <p><b><u>Board Discussion</u></b> (00:36:39)</p> <p><b><u>Public Comment</u></b> (00:56:24) Randy Murphy</p>

<p><b>registration and reporting platform.</b></p>	<p><b><u>Board Action</u></b> (01:01:30)  The Board moved to approve the Professional Services Agreement with MLJ Environmental for EMA GSA DMS/well registration and reporting platform.</p> <p><b>Motion:</b> Director Hartmann  <b>Second:</b> Director Joos  <b>Ayes:</b> All  <b>Nays:</b> None  <b>Abstain:</b> Director Marymee  <b>Passes:</b> 4-0</p> <p>This item was revisited later in the meeting to clarify the contract term approved by the Board, which was ambiguous in the original motion. Director Hartmann made a motion to approve a four-year term for the contract with MLJ Environmental (01:35:30).</p> <p><b>Motion:</b> Director Hartmann  <b>Second:</b> Director Joos  <b>Ayes:</b> All  <b>Nays:</b> None  <b>Abstain:</b> Director Marymee  <b>Passes:</b> 4-0</p>
<p><b>5.b. Review and consider approval of EMA GSA Bylaws.</b></p>	<p><b><u>Introduction of the Item</u></b> (01:02:17)</p> <p><b><u>Board Discussion</u></b> (01:15:50)</p> <p><b><u>Public Comment</u></b> (01:21:20)  Matt Young  Steve Jordan  Paeter Garcia</p> <p><b><u>Board Action</u></b> (01:15:36, 01:34:50)  The Board moved to approve the EMA GSA Bylaws with rejection of the redline suggestions in Section 7.2 and modification of the provision to require that any Board requests for additional agenda items are directed to the Board Chair rather than the Executive Director. The Board also moved to reject all redline suggestions in Article 15 except for Section 15.1.</p> <p><b>Motion:</b> Director Circle  <b>Second:</b> Director Marymee  <b>Ayes:</b> All  <b>Nays:</b> None  <b>Passes:</b> 5-0</p>
<p><b>5.c. Review and consider approval of Resolution 2026-01 adopting the Conflict of Interest Code for the EMA GSA.</b></p>	<p><b><u>Introduction of the Item</u></b> (01:37:47)</p> <p><b><u>Board Discussion</u></b> (01:41:02)</p> <p><b><u>Public Comment</u></b> (01:45:29)  Tim Nicely</p> <p><b><u>Board Action</u></b> (01:46:35)  The Board moved to approve Resolution 2026-01 adopting the Conflict of Interest Code for the EMA GSA.</p>

	<p><b>Motion:</b> Director Marymee  <b>Second:</b> Director Joos  <b>Ayes:</b> All  <b>Nays:</b> None  <b>Passes:</b> 5-0</p>
<b>6. Informational Items</b>	
<b>6.a. WY 2025 Annual Report Preview Presentation</b>	<p><b><u>Introduction of the Item</u></b> (<a href="#">01:47:00</a>)</p> <p><b><u>Board Discussion</u></b> (02:06:14)</p> <p><b><u>Public Comment</u></b> None.</p>
<b>6.b. Prop 68 Grant and EMA GSA Initiatives Update</b>	<p><b><u>Introduction of the Item</u></b> (<a href="#">02:07:41</a>)</p> <p><b><u>Board Discussion</u></b> (02:08:20)</p> <p><b><u>Public Comment</u></b> None.</p>
<b>6.c. EMA Agricultural Trends Update</b>	<p><b><u>Introduction of the Item</u></b> (<a href="#">02:09:20</a>)</p> <p><b><u>Board Discussion</u></b> (02:11:32)</p> <p><b><u>Public Comment</u></b> (02:21:44) Tim Nicely</p>
<b>7. Consider Date/Time and Need for Future Regular and/or Special Meetings of the EMA GSA.</b>	<p><b><u>Introduction of the Item</u></b> (<a href="#">02:23:22</a>)</p> <p><b><u>Board Discussion</u></b> (02:24:20) The Board directed staff to cancel the March 26, 2026 regular Board Meeting.</p> <p><b><u>Public Comment</u></b> None.</p>
<b>8. Board of Directors Reports and Requests for Future Agenda Items</b>	<p><b><u>Introduction of the Item</u></b> (<a href="#">02:26:00</a>)</p> <p><b><u>Board Discussion</u></b> (02:26:05) The Board requested a presentation on Spring 2026 water level data for the Santa Ynez River Valley Groundwater Basin.</p> <p><b><u>Public Comment</u></b> None.</p>
<b>9. Adjournment</b>	Chair Orona adjourned the meeting at approximately 6:28 PM ( <a href="#">02:27:15</a> ).

## JOINT MEETING MINUTES

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

**and**

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

**and**

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

**March 13, 2026**

A joint special meeting of the Santa Ynez River Valley Groundwater Basin Central Management Area Groundwater Sustainability Agency (CMA GSA), the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA), and the Santa Ynez River Valley Groundwater Basin Western Management Area Groundwater Sustainability Agency (WMA GSA) was held on Friday, March 13, 2026, at 9:00 a.m. at the City of Buellton City Council Chambers, 140 West Highway 246, Buellton, California.

WMA GSA Director Steve Jordan attended the meeting via teleconference from 46250 East El Dorado, Indian Wells, California. This remote participation location was properly noticed on the agenda and the agenda was posted at the remote location, in compliance with Gov. Code Section 54950 et seq. No members of the public joined Director Jordan at the location.

**CMA GSA Directors Present:** Michael Anderson (non-voting), Acting Alternate J. Brett Marymee, Joan Hartmann (non-voting), and John Sanchez

**CMA GSA Alternate Directors Present:** Meighan Diethofer

**EMA GSA Directors Present:** Doug Circle, Joan Hartmann, Brad Joos, J. Brett Marymee, and Elizabeth Orona

**EMA GSA Alternate Directors Present:** Michael Burchardi, Meighan Diethofer, Mary Heyden, and Steve Jordan (participating by teleconference)

**WMA GSA Directors Present:** Jeremy Ball, Joan Hartmann (non-voting), Steve Jordan (participating by teleconference), and James Keeling

**WMA GSA Directors Absent:** Vandenberg Village CSD appointees Director Ron Stassi and Alternate Director James Lamont

**WMA GSA Alternate Directors Present:** Phil Carpenter, Meighan Diethofer, Mike Garner, and Kristin Worthley

**Others Present (In Person):** Jose Acosta, Cynthia Allen, Charlotte Arnao, Bill Buelow, Paeter Garcia, Dan Heimel, Kadie McShirley, Tim Nicely (GSI Water Solutions), Amber Thompson, Matt Young, and one member of the public

**Others Present (Teleconference):** Kevin Coffman (GeoSyntec), Dan Drugan, John Fio (EKI Consulting), Curtis Lawler (Stetson Engineers), Isaac St. Lawrence (McMurtrey, Hartsock, Worth, & St. Lawrence, WMA GSA Legal Counsel), Paige Lund, Nate Page, Steve Torigiani (Young Wooldridge LLP, CMA GSA Legal Counsel), Susan Xie (EKI Consulting), Celeste, and Michael

**1. Call to Order**

Director Hartmann called the meeting to order at 9:00 a.m.

**2. Consider Appointment of Moderator to Facilitate Joint GSA Meeting**

CMA, EMA, and WMA GSA Director Hartmann volunteered to moderate this joint meeting as well as future joint meetings. There was a unanimous consensus by all GSA Directors.

**3. Roll Call**

Ms. Thompson called roll.

**Central Management Area GSA**

One voting CMA GSA Director, one voting Acting Alternate Director, and two non-voting Directors were present providing a quorum. In addition, one Alternate Director was present.

**Eastern Management Area GSA**

Five EMA GSA Directors were present providing a quorum. In addition, three Alternate Directors were present in-person and one participated via teleconference.

**Western Management Area GSA**

Two voting WMA GSA Directors and one non-voting Director were present in person. One Director was present via teleconference, as was properly noticed on the agenda. No Vandenberg Village CSD appointees attended. A quorum was met. In addition, four Alternate Directors were present in person.

**4. Public Comment**

There was no public comment.

**5. Receive and Consider Approval of the Water Year 2025 Joint Annual Report for the Santa Ynez River Valley Groundwater Basin**

Mr. Heimel introduced the item and thanked the consultant teams from GSI Water Solutions and Stetson Engineers for their efforts and coordination to prepare the Water Year 2025 Joint Annual Report (“Annual Report”). The Annual Report is available on the GSAs websites and SantaYnezWater.org.

Mr. Lawler, Stetson Engineers, provided an overview of the Annual Report including the sub report sections for the Central Management Area and the Western Management Area. Discussion followed. Public comment was received

Mr. Heibel reported that a page was accidentally omitted in the EMA sub report section. Mr. Nicely, GSI Water Solutions, provided information about the missing page as well as the sub report section for the Eastern Management Area. Discussion followed. There was no public comment.

**a. CMA GSA Board vote**

CMA GSA Acting Alternate Director Marymee made a MOTION to approve the Water Year 2025 Joint Annual Report for the Santa Ynez River Valley Groundwater Basin, inserting the missing page for the EMA sub report after page 169, and directed staff to make any minor non-substantive edits, if needed, and submit to DWR before April 1, 2026. CMA GSA Director Sanchez seconded the motion. There was no discussion or public comment. The motion passed 2-0 by voice vote.

**b. EMA GSA Board vote**

EMA GSA Director Orona made a MOTION to approve the Water Year 2025 Joint Annual Report for the Santa Ynez River Valley Groundwater Basin, inserting the missing page for the EMA sub report after page 169, and directed staff to make any minor non-substantive edits, if needed, and submit to DWR before April 1, 2026. EMA GSA Director Marymee seconded the motion. There was no discussion or public comment. The motion passed 5-0 by voice vote.

**c. WMA GSA Board vote**

WMA GSA Director Ball made a MOTION to approve the Water Year 2025 Joint Annual Report for the Santa Ynez River Valley Groundwater Basin, inserting the missing page for the EMA sub report after page 169, and directed staff to make any minor non-substantive edits, if needed, and submit to DWR before April 1, 2026. WMA GSA Director Keeling seconded the motion. There was no discussion or public comment. The motion passed 3-0-1 by the following Roll Call vote:

AYES, Directors: Ball, Jordan, and Keeling

NOES, Directors: None

ABSENT, Directors: Stassi/Lamont

**6. Receive Update on Proposition 68 Grant Projects, Schedule and Financial Status**

Ms. Xie, EKI, presented an update on Proposition 68 Grant projects Basin wide for Component 2 (Well Extraction Measurement Demonstration Project and Basin Reporting Program), Component 5 (Monitoring Improvement and Expansion), and the projects for WMA GSA Specific Component 6 (Stormwater Capture and Infiltration Project Designs), Component 7 (Water use Efficiency Strategic Plan), and Component 8 (Recycled Water Feasibility Study). Mr. Coffman provided information on Component 5 Monitoring Network projects.

There was discussion during the presentation. There were no public comments.

Mr. Buelow introduced Proposition 68 Grant Progress Reports & Invoices No. 6, 7, 8, and 9, which were included in the meeting packet and were submitted to DWR since the last joint meeting. He provided an update on Proposition 68 Grant funding for GSA and each grant component through December 2025.

Discussion continued after the presentations. There was no public comment and no action.

**7. GSA Board Member Reports and Requests for Future Agenda Items**

EMA GSA Director Marymee recommended that the GSAs should start to look at the next five-years programs since the current Groundwater Sustainability Plans are almost five years old.

CMA, EMA, and WMA GSA Director Hartmann said the joint meetings are helpful and requested the schedule for future meetings. Mr. Heimel reported the planned dates for 2026 are June 12, 2026, September 11, 2026, and December 11, 2026.

**8. Adjourn Joint Special Meeting**

CMA, EMA, and WMA GSA Director Hartmann adjourned the meeting at 10:29 a.m.

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

\_\_\_\_\_  
John Sanchez, Chair

\_\_\_\_\_  
Amber Thompson, Secretary  
Approved on: \_\_\_\_\_

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

\_\_\_\_\_  
Elizabeth Orona, Chair

\_\_\_\_\_  
Joan Hartmann, Secretary  
Approved on: \_\_\_\_\_

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

\_\_\_\_\_  
Jeremy Ball, Chair

\_\_\_\_\_  
Charlotte Arnao, Secretary  
Approved on: \_\_\_\_\_

# EMA GSA

## Balance Sheet

As of Apr 30, 2026

	TOTAL
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Assets	
Current Assets	
Bank Accounts	
1150 Five Star Bank Ckg	316,779.02
<b>Total for Bank Accounts</b>	<b>\$316,779.02</b>
Accounts Receivable	
1200 Accounts Receivable	0.00
<b>Total for Accounts Receivable</b>	<b>\$0.00</b>
Other Current Assets	
1400 Prepaid Expense	950.00
<b>Total for Other Current Assets</b>	<b>\$950.00</b>
<b>Total for Current Assets</b>	<b>\$317,729.02</b>
<b>Total for Assets</b>	<b>\$317,729.02</b>
<hr/>	
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	48,618.63
<b>Total for Accounts Payable</b>	<b>\$48,618.63</b>
Other Current Liabilities	
2300 Deposits - Well Verification	0.00
2501 Loan from SYRWCD	112,438.75
2502 Loan from County of SB	112,438.75
2503 Loan from City of Solvang	112,438.75
2504 Loan from ID No. 1	112,438.75
<b>Total for Other Current Liabilities</b>	<b>\$449,755.00</b>
<b>Total for Current Liabilities</b>	<b>\$498,373.63</b>
<b>Total for Liabilities</b>	<b>\$498,373.63</b>
Equity	
3000 Ret Earnings	2,425.67
32000 Unrestricted Net Assets	-252,359.51
Net Income	69,289.23
<b>Total for Equity</b>	<b>-\$180,644.61</b>
<b>Total for Liabilities and Equity</b>	<b>\$317,729.02</b>
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# EMA GSA

## Profit and Loss

July 1, 2025-April 30, 2026

	TOTAL
<hr/>	
Income	
4300 Groundwater Extraction Fee	428,519.51
4500 Grant Revenue	85,127.74
4600 Interest Income	101.48
<b>Total for Income</b>	<b>\$513,748.73</b>
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<b>Gross Profit</b>	<b>\$513,748.73</b>
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Expenses	
5200 GSA Management/Admin	67,958.88
5320 Office Expense (incl postage)	1.25
5330 Outside Staff Support	1,418.75
5350 Public Relations	3,022.08
5360 Insurance	4,892.55
5800 Legal Services	36,512.80
6400 Annual Report	51,863.05
6501 GSP - Well Measure & Report Program	21,493.92
6502 GSP - Rate Study	20,460.00
6503 GSP - Update	172,572.47
6504 GSP - Monitoring Network (incl.GDEs)	64,263.75
<b>Total for Expenses</b>	<b>\$444,459.50</b>
<hr/>	
<b>Net Operating Income</b>	<b>\$69,289.23</b>
<hr/>	
<b>Net Other Income</b>	
<hr/>	
<b>Net Income</b>	<b>\$69,289.23</b>
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**EMA GSA  
General Ledger  
February 1-April 30, 2026**

Distribution account	Transaction date	Transaction type	Num	Name	Description	Split	Amount	Balance
<b>Total for 2502 Loan from County of SB</b>							<b>\$0.00</b>	
2503 Loan from City of Solvang								
								Beginning Balance
								112,438.75
<b>Total for 2503 Loan from City of Solvang</b>							<b>\$0.00</b>	
2504 Loan from ID No. 1								
								Beginning Balance
								112,438.75
<b>Total for 2504 Loan from ID No. 1</b>							<b>\$0.00</b>	
3000 Ret Earnings								
								Beginning Balance
								2,425.67
<b>Total for 3000 Ret Earnings</b>							<b>\$0.00</b>	
Retained Earnings								
								Beginning Balance
								-252,359.51
<b>Total for Retained Earnings</b>							<b>\$0.00</b>	
4300 Groundwater Extraction Fee								
								Beginning Balance
								192,880.11
4300 Groundwater Extraction Fee	02/10/2026	Deposit		Refugio Water Company	Mobile Capture Deposit	1150 Five Star Bank Ckg	201.45	193,081.56
4300 Groundwater Extraction Fee	02/12/2026	Deposit		City of Solvang	Mobile Capture Deposit	1150 Five Star Bank Ckg	7,189.00	200,270.56
4300 Groundwater Extraction Fee	02/17/2026	Deposit		Walking M Ranches	Mobile Capture Deposit	1150 Five Star Bank Ckg	8,259.45	208,530.01
4300 Groundwater Extraction Fee	02/17/2026	Deposit		Santa Ynez Roblar Mobile Home Park	Mobile Capture Deposit	1150 Five Star Bank Ckg	118.50	208,648.51
4300 Groundwater Extraction Fee	02/27/2026	Deposit		Woodstock Ranch	Mobile Capture Deposit	1150 Five Star Bank Ckg	10,361.37	219,009.88
4300 Groundwater Extraction Fee	02/27/2026	Deposit		Kemp Water System	Mobile Capture Deposit	1150 Five Star Bank Ckg	232.38	219,242.26
4300 Groundwater Extraction Fee	02/27/2026	Deposit		Santa Ynez WCD Impv District No 1	Mobile Capture Deposit	1150 Five Star Bank Ckg	35,036.50	254,278.76
4300 Groundwater Extraction Fee	03/03/2026	Deposit		Santa Ynez Rancho Estates	Mobile Capture Deposit	1150 Five Star Bank Ckg	11,260.33	265,539.09
4300 Groundwater Extraction Fee	03/03/2026	Deposit		Koehler Winery	Mobile Capture Deposit	1150 Five Star Bank Ckg	197.50	265,736.59
4300 Groundwater Extraction Fee	03/11/2026	Deposit		Rancho Marellino	Mobile Capture Deposit	1150 Five Star Bank Ckg	5,170.55	270,907.14
4300 Groundwater Extraction Fee	03/20/2026	Deposit		Rancho Ynecita MWC	Mobile Capture Deposit	1150 Five Star Bank Ckg	5,593.20	276,500.34
4300 Groundwater Extraction Fee	03/30/2026	Deposit		Skyline Park	Mobile Capture Deposit	1150 Five Star Bank Ckg	8,249.58	284,749.92
4300 Groundwater Extraction Fee	03/30/2026	Deposit		San Lorenzo Seminary	Mobile Capture Deposit	1150 Five Star Bank Ckg	318.08	285,068.00
4300 Groundwater Extraction Fee	04/13/2026	Deposit		Oak Trail Ranch MWC	Mobile Capture Deposit	1150 Five Star Bank Ckg	1,171.84	286,239.84
4300 Groundwater Extraction Fee	04/30/2026	Deposit		Santa Barbara County	Santa Barbara Coaut Trace Sy Riv Santa Barbara Coaut Trace Sy River Valley Gsa	1150 Five Star Bank Ckg	142,279.67	428,519.51
<b>Total for 4300 Groundwater Extraction Fee</b>							<b>\$235,639.40</b>	
4600 Interest Income								
								Beginning Balance
								80.94
4600 Interest Income	02/28/2026	Deposit		Five Star Bank	Interest Deposit	1150 Five Star Bank Ckg	5.40	86.34
4600 Interest Income	03/31/2026	Deposit		Five Star Bank	Interest Deposit	1150 Five Star Bank Ckg	6.97	93.31
4600 Interest Income	04/30/2026	Deposit		Five Star Bank	Interest Deposit	1150 Five Star Bank Ckg	8.17	101.48
<b>Total for 4600 Interest Income</b>							<b>\$20.54</b>	
5200 GSA Management/Admin								
								Beginning Balance
								67,958.88
<b>Total for 5200 GSA Management/Admin</b>							<b>\$0.00</b>	
5320 Office Expense (incl postage)								
								Beginning Balance
								1.25
<b>Total for 5320 Office Expense (incl postage)</b>							<b>\$0.00</b>	
5330 Outside Staff Support								
								Beginning Balance
								1,418.75
<b>Total for 5330 Outside Staff Support</b>							<b>\$0.00</b>	
5350 Public Relations								
								Beginning Balance
								2,942.67
5350 Public Relations	02/27/2026	Bill	2300	Santa Ynez Community Services District	2/26/26 Board Room Rental	2000 Accounts Payable	79.41	3,022.08
<b>Total for 5350 Public Relations</b>							<b>\$79.41</b>	
5360 Insurance								
								Beginning Balance
								4,892.55
<b>Total for 5360 Insurance</b>							<b>\$0.00</b>	
5800 Legal Services								
								Beginning Balance
								29,293.80
5800 Legal Services	02/09/2026	Bill	102545	Aleshire & Wynder	1/1/26-1/31/25 Legal Services	2000 Accounts Payable	4,068.00	33,361.80
5800 Legal Services	03/27/2026	Bill	104253	Aleshire & Wynder	2/1/26-2/28/26 Legal Services	2000 Accounts Payable	3,816.00	37,177.80
5800 Legal Services	03/27/2026	Vendor Credit	104253-1	Aleshire & Wynder	Overpayment of invoice	2000 Accounts Payable	-665.00	36,512.80

**EMA GSA  
General Ledger  
February 1-April 30, 2026**

Distribution account	Transaction date	Transaction type	Num	Name	Description	Split	Amount	Balance
<b>Total for 5800 Legal Services</b>							<b>\$7,219.00</b>	
6400 Annual Report								
Beginning Balance								
6400 Annual Report	02/11/2026	Bill	00515.010-3	GSI Water Solutions, Inc.	1/1/26-1/31/26 Water Year 2025 Annual Report	2000 Accounts Payable	13,226.70	36,944.20
6400 Annual Report	03/10/2026	Bill	00515.010-4	GSI Water Solutions, Inc.	2/1/26-2/28/26 Water Year 2025 Annual Report	2000 Accounts Payable	7,942.50	44,886.70
6400 Annual Report	04/10/2026	Bill	00515.010-5	GSI Water Solutions, Inc.	3/1/26-3/31/26 Water Year 2025 Annual Report	2000 Accounts Payable	6,976.35	51,863.05
<b>Total for 6400 Annual Report</b>							<b>\$28,145.55</b>	
6501 GSP - Well Measure & Report Program								
Beginning Balance								
6501 GSP - Well Measure & Report Program	02/13/2026	Bill	SO-00002735 v2	Wildeye	Sales Tax Due on Inv SO-00002735	2000 Accounts Payable	108.17	21,493.92
<b>Total for 6501 GSP - Well Measure &amp; Report Program</b>							<b>\$108.17</b>	
6502 GSP - Rate Study								
Beginning Balance								
<b>Total for 6502 GSP - Rate Study</b>							<b>\$0.00</b>	20,460.00
6503 GSP - Update								
Beginning Balance								
6503 GSP - Update	02/12/2026	Bill	00515.009-4	GSI Water Solutions, Inc.	1/1/26-1/31/26 5-yr Periodic Evaluation	2000 Accounts Payable	12,780.00	149,464.35
6503 GSP - Update	03/10/2026	Bill	00515.009-5	GSI Water Solutions, Inc.	2/1/26-2/28/26 5-yr Periodic Evaluation	2000 Accounts Payable	7,685.00	157,149.35
6503 GSP - Update	04/10/2026	Bill	00515.009-6	GSI Water Solutions, Inc.	3/1/26-3/31/26 5-yr Periodic Evaluation	2000 Accounts Payable	15,423.12	172,572.47
<b>Total for 6503 GSP - Update</b>							<b>\$35,888.12</b>	
6504 GSP - Monitoring Network (incl.GDEs)								
Beginning Balance								
6504 GSP - Monitoring Network (incl.GDEs)	02/28/2026	Bill	099759996	GeoSystems Analysis, Inc.	2/1/26-2/28/26 Comp. 5 Cat. D Task 7 Monitoring Network	2000 Accounts Payable	1,068.75	58,098.75
6504 GSP - Monitoring Network (incl.GDEs)	03/12/2026	Bill	00515.008-12	GSI Water Solutions, Inc.	2/1/26-2/28/26 Monitoring Improvement & Expansion	2000 Accounts Payable	6,165.00	64,263.75
<b>Total for 6504 GSP - Monitoring Network (incl.GDEs)</b>							<b>\$7,233.75</b>	
4500 Grant Revenue								
4500 Grant Revenue	04/29/2026	Deposit		Dept of Water Resources	Ema Grant Comp Inv #8	1150 Five Star Bank Ckg	85,127.74	85,127.74
<b>Total for 4500 Grant Revenue</b>							<b>\$85,127.74</b>	

Accrual Basis Wednesday, May 20, 2026 07:09 PM GMTZ

# Bill Payment List

EMA GSA

February 1-28, 2026

DATE	NUM	VENDOR	AMOUNT
1150 Five Star Bank Ckg			
02/13/2026	ACH	Wildeye	-108.17
02/22/2026	1126	Aleshire & Wynder	-4,068.00
02/22/2026	1127	GeoSystems Analysis, Inc.	-4,341.25
02/22/2026	1128	GSI Water Solutions, Inc.	-26,006.70
02/22/2026	1129	Santa Ynez Community Services District	-79.41
02/22/2026	1130	SYRVGB - CMA GSA	-27,801.85
<b>Total for 1150 Five Star Bank Ckg</b>			<b>-\$62,405.38</b>

# Warrant List

## EMA GSA

Vendor	Amount	Date of Services	Memo/Description
GSI Water Solutions, Inc.	\$ 6,165.00	10/14/2025- 10/22/2025	Out-of-scope hydrogeologic services in support of Monitoring Network Improvement and Expansion.



650 NE Holladay St., Suite 900  
 Portland, OR 97232  
 P: 503.239.8799  
 accounting@gsiws.com  
 www.gsiws.com

Santa Ynez River Water Conservation District  
 Dan Heimel  
 SYRVGB EMA GSA  
 PO BOX 68  
 Santa Ynez, CA 93460

March 12, 2026  
 Invoice No: 00515.008 - 12

Project 00515.008 Water Year 2023-2024 Annual Report for the Eastern Management Area of the Santa Ynez River Valley Groundwater Basin

**Activities this Billing Period Include:**

Out-of-scope hydrogeologic services in support of Monitoring Network Improvement and Expansion at direction of EMA Executive Director (Task 7) related to representative monitoring well network improvements.

Specifically, during the period between October 14 and 22, 2025, GSI staff addressed several client comments for refinement of the RMS improvement memorandum in response to stakeholder feedback in support of DWR Proposition 68 grant project related to component 5 monitoring network improvement and expansion.

**Professional Services from February 01, 2026 to February 28, 2026**

Task	.007	Monitoring Network Improvement and Expansion		
<b>Labor</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Principal Hydrogeologist II Thompson, Timothy		1.00	360.00	360.00
Sr. Managing Hydrogeologist II Nicely, Timothy		13.50	305.00	4,117.50
Managing Hydrogeologist I Lapostol, Andres		2.50	175.00	437.50
Sr. Project Hydrogeologist I Webb, Amanda		1.50	175.00	262.50
Project Hydrogeologist I O'Malley, Katherine		4.25	150.00	637.50
Technical Editing Hoffman, Hilary		2.50	140.00	350.00
	Totals	25.25		6,165.00
	<b>Total Labor</b>			<b>6,165.00</b>
			<b>Total this Task</b>	<b>\$6,165.00</b>
			<b>Total this Invoice</b>	<b><u><u>\$6,165.00</u></u></b>

## MEETING NOTICE AND AGENDA

CITIZEN ADVISORY GROUP (CAG)  
FOR THE EASTERN MANAGEMENT AREA  
IN THE SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN

MEETING WILL BE HELD VIRTUALLY VIA MICROSOFT TEAMS  
AT 3:00 P.M., THURSDAY, APRIL 16, 2026

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### **Remote public participation is available via Telephone or TEAMS**

To access the meeting via telephone, please dial: [+1 469-998-7311, 418942414#](tel:+14699987311) or via the Web at: [Join the meeting now](#)

“Join a Meeting” - Meeting ID: **263 990 233 166 67** Meeting Passcode: **Pq7Kj6Bj**

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### MEETING AGENDA

1. Call to Order and Roll Call
2. Public Comment (Any member of the public may address the CAG relating to any non-agenda matter within the CAG’s jurisdiction. The time for public comment allotted for each individual shall not exceed three minutes.)
3. Citizen Advisory Group (CAG) Membership Review
  - a. Membership Information Page on EMA GSA website: <https://www.ema-santaynezwater.org/ema-gsa-cag-information>
4. Final Draft Monitoring Well Design Plan and Specifications Memo
5. Well Registration and Metering Program
  - a. Watermark Implementation Update
  - b. DWR Facilitation Support Services Update and Scope of Work
  - c. Information from Action Plan on Above Narrows Alluvium delineation
6. Presentation on Spring 2026 groundwater level monitoring results
7. EMA GSA Initiatives Update
  - a. Water Year 2025 Annual Report
  - b. 5-Year Groundwater Sustainability Plan Evaluation
  - c. Groundwater Extraction Fee
  - d. Proposition 68 Grant
8. Grant/Financing Opportunities
  - a. IRWM Quarterly Grant Opportunities Newsletter
  - b. April 8, 2026 Second Quarterly Santa Barbara County IRWM Meeting Grant Opportunities Slides

9. Future CAG Meeting Date/Time
  - a. Thursday, June 18, 2026 3:00 PM
10. CAG Reports and Requests for Future Agenda Items
11. Future EMA GSA Board meetings
  - a. Thursday, May 28, 2026 4:00 PM
  - b. CAG Report-Out
    - i. Updated format requested by the Board in which the CAG provides a separate report-out for each relevant Board agenda item
12. Adjournment

[This agenda was posted prior to the meeting at [ema-SantaYnezWater.org](http://ema-SantaYnezWater.org). 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 Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency at (805) 457-5065. Advanced notification as far as practicable prior to the meeting will enable the GSA to make reasonable arrangements to ensure accessibility to this meeting.]

**TO:** SYRVGB EMA GSA Board of Directors

**FROM:** Phillip Hall, General Counsel

**DATE:** May 28, 2026

**SUBJECT:** Item 5.a. – Review and consider approval of First Amendment to Professional Services Agreement with MLJ Environmental for Well Registration and Reporting Platform.

## Discussion

Shortly after adoption and execution of the Professional Services Agreement for Well Registration and Reporting Platform (PSA), the Consultant MLJ Environmental reached out regarding a desire to bolster the PSA to make it clearer that the code underlying the website is the intellectual property of MLJ. Staff does not believe that the current PSA could be read in a manner that would allow for an argument that the underlying code is owned by the EMA GSA. The attached amendment is meant to address the concerns of MLJ, and staff does not believe that this additional language is of any consequence or significance to the PSA as far as the EMA GSA is concerned.

## Recommendation

Review and consider approval of First Amendment to Professional Services Agreement with MLJ Environmental for Well Registration and Reporting Platform.

## Attachment

**Attachment A:** First Amendment to Professional Services Agreement with MLJ Environmental for Well Registration and Reporting Platform.

**FIRST AMENDMENT TO AGREEMENT BETWEEN SANTA YNEZ RIVER VALLEY  
GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER  
SUSTAINABILITY AGENCY AND MLJ ENVIRONMENTAL**

This First Amendment to the Professional Services Agreement (“Agreement”) for Well Registration and Reporting Platform is made and entered into this 28th day of May, 2026 by and between the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (“Client”) and MLJ Environmental (“Consultant”).

WHEREAS, the Consultant has asked to make a minor modification to the Agreement to further clarify that the Consultant’s website and the underlying codes used to develop the website are not works-for-hire; and,

WHEREAS, the Client believes that the current Agreement already provides the intellectual protection that the Consultant now wishes to be include more expressly.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Client and Consultant agree to add Section 5.12 which shall read as follows:

**5.12 Not Work-For-Hire.** The website and the underlying code developed by the Consultant shall not be considered a work-for-hire. Accordingly, the Consultant shall be held responsible for any and all claims of intellectual property infringement and the Consultant will defend and hold the Client harmless from any such claims. Notwithstanding the foregoing, the data provided to the Consultant by the Client and the public shall remain the sole property of the Client.

In witness whereof, the parties have caused this First Amendment to become effective by their respective endorsements below:

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

**MLJ Environmental**

By:  
Dated:

By:  
Dated:

**FIRST AMENDMENT TO AGREEMENT BETWEEN SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY (“EMA GSA”) AND GSI WATER SOLUTIONS, INC (“GSI”)**

This First Amendment is made and entered into this 28<sup>th</sup> day of May, 2026, (“Effective Date”) by and between EMA GSA and GSI. EMA GSA and GSI are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

A. The EMA GSA and other groundwater sustainability agencies in the Santa Ynez River Valley Groundwater Basin have obtained a grant under the 2021 Proposition 68 Round 2 Sustainable Groundwater Management Grant (“Prop 68 Grant”) to support implementation of Groundwater Sustainability Plans (“GSPs”).

B. The Prop 68 Grant identifies several different project components which grantees have to implement, which are intended to help achieve sustainability in local groundwater basins, and includes a Work Plan detailing activities and required deliverables for each grant component.

C. On November 20, 2025, the EMA GSA entered into a contract with GSI pursuant to which GSI would prepare the EMA GSA Water Year 2025 Annual Report (“Original Agreement”). The EMA GSA and GSI now desire to amend the Original Agreement by expanding the scope of services to include Monitoring Network Improvement Hydrogeologic Support services, more specifically described in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions and promises contained in the Original Agreement, the Parties mutually agree as follows:

**AMENDMENT**

1. Section 5.1 of the Original Agreement is amended by expanding the Scope of Services to include monitoring network improvement hydrogeologic support services, as described in Exhibit A.

2. Section 7 of the Original Agreement is amended by the addition of Section 7.1(a) which reads as follows:

For the services described above in section 1 of this Amendment, the EMA GSA will pay GSI on a time and materials basis, in an amount not to exceed \$10,000.00.

3. All other terms and conditions in the Original Agreement shall remain unchanged by this First Amendment during the extended term.

4. This First Amendment may be signed in counterparts, each of which shall constitute an original.

In witness whereof, the parties have caused this First Amendment to become effective by their respective endorsements below:

**EMA GSA**

**GSI Water Solutions, Inc**

By:  
Dated:

By:  
Dated:

EXHIBIT A



## Scope of Work and Fee Estimate

**To:** Daniel Heimel, Santa Ynez River Valley Groundwater Basin Eastern Management Area  
Groundwater Sustainability Agency

**From:** Tim Nicely, GSI Water Solutions, Inc.

**Date:** May 15, 2026

**RE:** Proposal for Monitoring Network Improvement Hydrogeologic Support

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Dear Dan:

GSI Water Solutions, Inc. (GSI) is pleased to present this proposal to the Eastern Management Area (EMA) of the Santa Ynez River Valley Groundwater Basin to support Component 5 of the Proposition 68 grant work plan: Monitoring Network Improvement and Expansion. The purpose of this work is to support the design and construction for monitoring well being installed in the EMA to improve the water level monitoring network and achieve compliance with Sustainable Groundwater Management Act reporting standards.

### Scope of Work

At the request of the EMA, GSI will conduct the following tasks to support the EMA Groundwater Sustainability Agency (GSA) to guide and inform the design of the planned monitoring well. To this end, GSI will complete the following tasks:

- 1) Conduct a site visit following completion of drilling of the pilot hole for the forthcoming representative monitoring well. After the pilot hole has been advanced to the planned total depth, GSI will review the lithologic cuttings collected by the driller or geologic consultant.
- 2) Based on the geologic data, GSI will consult with the contracted geologic consultant to develop an appropriate monitoring well design to appropriately represent groundwater levels within the target principal aquifer (Paso Robles Formation). GSI will Document the recommended design for presentation to the EMA.
- 3) In a similar manner, GSI will remain available to assist the EMA on the design of the associated two piezometers that will be installed within the EMA.

### Fee Proposal

Our cost to conduct these tasks is estimated to be \$10,000. We thank you for your consideration of this proposal and look forward to working with you in the future. This scope of work and fee estimate is valid for 30 days.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Nicely", is written over a faint, larger version of the signature.

Tim Nicely, PG, CHG  
Senior Managing Hydrogeologist

Draft

**2026-27 EMA GSA Budget**

July 1, 2026 - June 30, 2027

<b>Revenues</b>	Adopted FY 25/26	Estimated FYE 2026	Adopted vs Estimated Variance	Proposed FY 26/27	Comment
Member Agency Contributions (reimbursable)	\$ -	\$ -	\$ -	\$ -	
SGMA Grant Reimbursement	\$ 676,672	\$ 405,027	\$ 271,645	\$ 271,645	Remaining DWR Grant Funds
SGMA Fees	\$ -	\$ 455,576	\$ (455,576)	\$ 619,993	Per adopted rate schedule
Interest	\$ -	\$ 183	\$ (183)	\$ 200	
<b>Total Revenue</b>	<b>\$ 676,672</b>	<b>\$ 860,786</b>	<b>\$ (184,114)</b>	<b>\$ 891,838</b>	
<b>Expenses</b>					
<b>Internal Operations/Expenses</b>					
Executive Director	\$ 151,988	\$ 193,751	\$ (41,763)	\$ 208,374	
Revenue Generating Fee Program Administration	\$ 50,000	\$ -	\$ 50,000	\$ -	Include in Exec Dir Exp
IT Support	\$ -	\$ -	\$ -	\$ -	
Grant Development (2 grants)	\$ -	\$ -	\$ -	\$ -	
Outreach Program	\$ -	\$ -	\$ -	\$ -	
Travel & Training	\$ -	\$ -	\$ -	\$ -	
Bookkeeping	\$ 6,386	\$ 1,419	\$ 4,967	\$ -	Include in Exec Dir Exp
Annual Audit	\$ 25,000	\$ 15,000	\$ 10,000	\$ 25,000	SALY
General Liability Insurance	\$ 6,180	\$ 4,893	\$ 1,287	\$ 6,180	SALY
Professional Association Dues (ACWA, etc.)	\$ -	\$ -	\$ -	\$ -	
Miscellaneous (internet, room rental, webpage, postage etc)	\$ 1,030	\$ 3,102	\$ (2,072)	\$ 3,195	3% Inc
Website hosting	\$ 2,348	\$ -	\$ 2,348	\$ 2,418	3% Inc
Member Agency Payback	\$ -	\$ -	\$ -	\$ 100,000	Per Cost Share Agmt
<b>Subtotal Internal Operations/Expenses</b>	<b>\$ 242,932</b>	<b>\$ 218,164</b>	<b>\$ 24,769</b>	<b>\$ 345,168</b>	
<b>Legal (assume not reimbursable)</b>					
General Counsel	\$ 61,800	\$ 46,513	\$ 15,288	\$ 61,800	SALY
Specialized Legal Counsel	\$ 20,600	\$ -	\$ 20,600	\$ 20,600	SALY
<b>Subtotal Legal</b>	<b>\$ 82,400</b>	<b>\$ 46,513</b>	<b>\$ 35,888</b>	<b>\$ 82,400</b>	
<b>Technical Support Services</b>					
Hydrogeologic/Engineering	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	SALY
Groundwater Level Monitoring	\$ -	\$ -	\$ -	\$ -	
Annual Report	\$ -	\$ -	\$ -	\$ -	
5-Yr GSP Evaluation	\$ -	\$ -	\$ -	\$ -	
GSP Amendment	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Technical Support Services</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	
<b>Prop 68 Grant</b>					
Grant Components 2-5 Jul 23-Jun 24	\$ -	\$ -	\$ -	\$ -	
Grant Components 2-5 Jul 24-Jun 25	\$ -	\$ -	\$ -	\$ -	
Grant Components 2-8 FY 25/26 & 27/28	\$ 773,339	\$ 405,027	\$ 368,312	\$ 271,645	Remaining DWR Grant Funds
<b>Subtotal Prop 68 Grant</b>	<b>\$ 773,339</b>	<b>\$ 405,027</b>	<b>\$ 368,312</b>	<b>\$ 271,645</b>	
<b>Contingencies</b>	<b>\$ 75,066</b>	<b>\$ -</b>	<b>\$ 75,066</b>	<b>\$ 75,066</b>	
<b>Total Expenses</b>	<b>\$ 1,223,738</b>	<b>\$ 669,704</b>	<b>\$ 554,034</b>	<b>\$ 824,279</b>	
<b>Revenue Minus Expense or Surplus/(Deficit)</b>	<b>\$ (547,066)</b>	<b>\$ 191,082</b>	<b>\$ (738,148)</b>	<b>\$ 67,559</b>	

**TO:** SYRVGB EMA GSA Board of Directors

**FROM:** Dan Heibel, Executive Director

**DATE:** May 28, 2026

**SUBJECT:** Item 5e - Review and consider approval of Resolution adopting the EMA GSA Bylaws.

## Discussion

The proposed Bylaws for the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA) were originally drafted to establish policies and procedures not already addressed in the Joint Powers Agreement (JPA), and to highlight select provisions of the JPA for ease of reference. The Bylaws are intended to serve as a general governing document that address areas not covered by the JPA.

The draft Bylaws were presented to the Board at the February 26, 2026 EMA GSA Board Meeting in redline form and were approved by the Board with rejection of the redline suggestions in Section 7.2 and modification of the provision to require that any Board requests for additional agenda items are directed to the Board Chair rather than the Executive Director. The Board also moved to reject all redline suggestions in Article 15 except for Section 15.1. These Board-approved changes have been incorporated into a final clean version of the Bylaws, and a Resolution adopting the final Bylaws, included as Attachment A, is now being presented to the Board for consideration.

## Recommendation

Review and consider approval of Resolution adopting the EMA GSA Bylaws.

## Attachment

**Attachment A:** Resolution adopting the EMA GSA Bylaws.

**RESOLUTION NO. 2026-02**

**RESOLUTION NO. 2026-02 OF THE BOARD OF DIRECTORS OF THE EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY FOR THE SANTA YNEZ VALLEY GROUNDWATER BASIN ADOPTING BYLAWS**

WHEREAS, the Eastern Management Area GSA (“EMA GSA”) for the Santa Ynez River Valley Groundwater Basin is a Joint Powers Authority under California law and as such many of its operational policies are set forth in the agreement forming the EMA GSA; and

WHEREAS, the EMA Board believes it to be advantageous to adopt bylaws setting forth the operational policies in one easily referenced document; and

WHEREAS, the EMA GSA Board recognizes that any adopted bylaws cannot rewrite or modify any provisions in the agreement forming the EMA GSA, or any future amendments to that formation agreement; and

WHEREAS, the EMA GSA Board recognizes that the bylaws themselves are merely an expression of Board policy that may be modified, amended, and/or repealed by the EMA Board through the resolution process.

NOW, THEREFORE, IT IS HEREBY FOUND AND ORDERED as follows:

1. **Adoption of Bylaws.** The Bylaws attached hereto and incorporated herein are adopted as the “Bylaws Of The Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency” and they shall remain effective until modified, amended, and/or repealed by the EMA Board.
2. **All the foregoing**, being on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, is authorized by the following roll-call vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**I HEREBY CERTIFY** that the foregoing resolution is the resolution of said EMA GSA as duly passed and adopted by said Board of Directors on the 28<sup>th</sup> day of May 2026.

**WITNESS** my hand this 28<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Secretary of the Board of Directors

**BYLAWS OF THE  
SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN  
EASTERN MANAGEMENT AREA  
GROUNDWATER SUSTAINABILITY AGENCY**

**1. ARTICLE 1 - CREATION OF THE GSA/PURPOSE OF BYLAWS**

**1.1** The Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency ("EMA GSA" or "GSA") was created by its members pursuant to a Joint Exercise of Powers Agreement ("Agreement").

**1.2** The express purpose of the EMA GSA is to implement and comply with SGMA in the EMA portion of the Santa Ynez River Valley Groundwater Basin. Accordingly, the EMA GSA may take any and all necessary actions to adopt and implement the EMA GSP and coordinate with the other Basin GSA's to sustainably manage the entirety of the Basin as required by SGMA.

**1.3** The purpose of these Bylaws is to codify the creation, organization, policies, and procedures of the EMA GSA that are not already provided for in the Agreement. In the event there is any actual or perceived conflict between these Bylaws and the Agreement, the express terms of the Agreement shall govern. To the extent permitted by the Agreement these Bylaws may be amended in the future by Resolution.

a. Provisions set forth in these Bylaws in italics are derived from, and intended to reflect, corresponding provisions of the Agreement. In the event of any inconsistency between italicized provisions and the Agreement, the Agreement shall control. Any language derived from the Agreement that in the Agreement refers to "this Agreement" shall be construed in these Bylaws to mean "the Agreement." Italicized references to specific Articles (e.g., "Article 6.2") refer to Articles of the Agreement unless expressly stated otherwise.

**2. ARTICLE 2 – DEFINITIONS**

**2.1** The definitions and meanings provided to specific terms in Article 2 of the Agreement forming the EMA GSA are hereby incorporated and made a part of these Bylaws.

*2.1 "Agreement" means this Joint Exercise of Powers Agreement forming the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency.*

*2.2 "Basin" means the Santa Ynez River Valley Groundwater Basin, as identified and defined by DWR in Bulletin 118 (as Basin 3-15) as of the Effective Date of this Agreement or as modified pursuant to Water Code section 10722.2.*

2.3 "Bulletin 118" means DWR's report entitled "California Groundwater: Bulletin 118" updated in 2016 and 2020, and as it may be subsequently updated or revised in accordance with Water Code section 12924.

2.4 "Board of Directors" or "Board" means the governing body of the EMA GSA as established by Article 7 of this Agreement.

2.5 "EMA" means the Eastern Management Area of the Basin, as defined and depicted in the GSP for the EMA, as may be amended from time to time pursuant to SGMA.

2.6 "EMA GSA" or "GSA" means the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency, formed as a separate joint powers authority through this Agreement.

2.7 "Director(s)" and "Alternate Director(s)" means a Director or Alternate Director appointed by a Member or appointed by the Directors representing the Members pursuant to Article 7 of this Agreement.

2.8 "DWR" means the California Department of Water Resources.

2.9 "Executive Director" means an individual or entity hired by the EMA GSA as an employee or by contract, who under the title of Executive Director, General Manager, Manager, Administrator, or similar designation carries out discretionary functions and duties for, on behalf of, and/or subject to the direction of the EMA GSA Board of Directors, which functions and duties are managerial in nature, including but not limited to day-to-day executive, operational, and administrative activities of the GSA.

2.10 "GSP" means a Groundwater Sustainability Plan, as defined by SGMA in Water Code section 10727 et seq.

2.11 "Joint Exercise of Powers Act" means Government Code section 6500 et seq., as may be amended from time to time.

2.12 "Member" or "Members" means an entity or the entities authorized by SGMA and other applicable law to participate in the EMA GSA as formed by this Agreement and included in Article 6.1 of this Agreement, or any entity that becomes a new Member of the EMA GSA pursuant to Article 6.2 of this Agreement.

2.13 "Officer(s)" means the Chair, Vice Chair, Secretary, or Treasurer of the EMA GSA to be appointed by the Board of Directors pursuant to Article 8.2 of this Agreement.

2.14 "Santa Ynez Water Group" means the non-profit mutual benefit corporation currently registered with the State of California.

2.15 "SGMA" means the Sustainable Groundwater Management Act, including but not limited to Water Code section 10720 et seq., as SGMA may be amended from time to time.

2.16 "State" means the State of California.

### **3. ARTICLE 3 – POWERS**

**3.1** Article 5 of the Agreement forming the EMA GSA controls all matters related to powers of the EMA GSA.

*5.1 The EMA GSA shall possess the power in its own name to exercise any and all powers as are expressly set forth in this Agreement, the Joint Exercise of Powers Act, and in SGMA subject to the limitations set forth therein.*

*5.2 For purposes of Government Code section 6509 and Water Code section 10730.6(d), the powers of the EMA GSA shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Santa Barbara, and in the event of the withdrawal of Santa Barbara as a Member under this Agreement, then the manner of exercising the GSA's powers shall be exercised subject to those restrictions imposed on Solvang.*

### **4. ARTICLE 4 – MEMBERSHIP**

**4.1** Article 6 of the Agreement forming the EMA GSA controls all matters related to GSA Membership, including the consideration of potential future members.

*6.1 Members. The Members of the EMA GSA, as long as they have not withdrawn from this Agreement pursuant to Article 16, shall be:*

*(a) City of Solvang;*

*(b) Santa Barbara County Water Agency;*

*(c) Santa Ynez River Water Conservation District; and*

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

*6.2 New Members. Any entity authorized by SGMA and other applicable law to participate in the EMA GSA, that is not a Member on the Effective Date of this Agreement, may become a Member upon all of the following:*

*(a) The approval of the Board of Directors as specified in Article 11.3;*

*(b) Amendment of the Agreement in accordance with Article 17.2; and*

*(c) Payment by the new Member of a pro rata share of all previously incurred costs that the Board of Directors determines have resulted in benefit to the new Member, and are appropriate for assessment on the new Member.*

## **5. ARTICLE 5 – WITHDRAWAL OF MEMBERS**

**5.1** Article 16 of the Agreement forming the EMA GSA controls all matters related to the withdrawal of members.

*16.1 Unilateral Withdrawal. Any Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days written notice to the Board of Directors and all other Members.*

*16.2 Termination of Agreement and GSA. This Agreement and the EMA GSA established under this Agreement may be terminated by unanimous written consent of all Members, except during the outstanding term of any EMA GSA indebtedness.*

*16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all liabilities and obligations of the EMA GSA required of the Member pursuant to terms of this Agreement, but only to the extent that the liabilities and obligations were incurred or accrued prior to the Member's written notice of withdrawal, and only to the extent that the liabilities and obligations are the individual Member's liabilities and obligations as opposed to the liabilities and obligation of the GSA in accordance with Article 15. After providing notice of withdrawal in accordance with Article 16.1, a withdrawing Member shall have no right to participate in the business and affairs of the GSA, except through public participation. Provided, however, that nothing contained in this Article 16.3 shall be construed as affecting a withdrawing Member's right to reimbursement or return of capital from the GSA in accordance with Article 14 or any agreement between the GSA and the withdrawing Member. Provided further, that notwithstanding the foregoing, nothing contained in this Article 16.3 shall be construed as prohibiting a Member that has withdrawn from the GSA to become a separate groundwater sustainability agency within its jurisdiction in accordance with SGMA. Nothing in this section shall be construed as obligating the EMA GSA to consent to formation or designation of another GSA for any portion of the Basin.*

*16.4 Return of Contribution. Upon termination of this Agreement, and to the extent a successor public entity is established which will carry on the functions of the EMA GSA and assume its assets, the assets of the GSA shall be transferred to the successor public entity. If there is no successor public entity which will carry on the functions of the GSA, then, subject to the requirements of Article 14, any surplus capital on-hand shall be returned to the Members in proportion to their contributions made and the Board of Directors shall first offer any property, works, rights, and interests of the GSA for sale to the Members on terms and conditions determined by the Board of Directors. If any property, works, rights, and interests of the GSA remain after first being offered for sale to the Members, the Board of Directors shall then offer the property, works, rights, and interests of the GSA for sale to any non-Member for good and adequate consideration. Subject to the requirements of Article 14, the net proceeds from any such sales shall be distributed among the Members in proportion to their contributions made.*

**6. ARTICLE 6 - BOARD OF DIRECTORS**

**6.1** Article 7 of the Agreement forming the EMA GSA controls all matters related to service on the Board of Directors.

*7.1 Formation of the Board of Directors. The EMA GSA shall be governed by a Board of Directors ("Board"). Directors of the Board shall consist of one representative from each of the Members of the GSA pursuant to Article 6, and one representative appointed by the Member Directors, initially as follows:*

- (a) One Director representing Solvang;*
- (b) One Director representing Santa Barbara;*
- (c) One Director representing SYRWCD;*
- (d) One Director representing ID No.1; and*
- (e) One Director, appointed in accordance with Article 7.2 by the Member Directors listed in (a)-(d) above, specifically representing the agricultural interests of the EMA (the "Agricultural Director").*

*7.2 Appointment of Directors. Directors of the Board shall be appointed as follows:*

- (a) The Director representing Solvang shall be appointed by resolution of Solvang's City Council.*
- (b) The Director representing Santa Barbara shall be appointed by resolution of Santa Barbara's Board of Directors.*
- (c) The Director representing SYRWCD shall be appointed by resolution of SYRWCD's Board of Directors.*
- (d) The Director representing ID No.1 shall be appointed by resolution of ID No.1 's Board of Trustees.*
- (e) The Director of any new Member of the EMA GSA pursuant to Article 6.2 shall be appointed by resolution of the governing body of the new Member.*
- (f) The Agricultural Director listed in Article 7.1 (e) shall be appointed as follows:*

*(1) Upon request of the Board, the Santa Ynez Water Group, working in conjunction with other agricultural associations or entities having members or doing business within the GSA's boundaries, specifically including but not limited to the Santa Barbara County Farm Bureau, shall solicit applications for the Agricultural Director position through an open public process where such solicitation shall be publicly noticed in a*

*newspaper of general circulation within the EMA and announced at no less than one public meeting of the EMA GSA. The Santa Ynez Water Group shall review all received applications and submit (i.e., nominate) one or more Qualified Nominees for the Agricultural Director position to the Board, where a discussion of the review and nomination process must be provided by the nominating entity as part of an open public meeting of the EMA GSA.*

*(a) A "Qualified Nominee" need not be a member of the Santa Ynez Water Group, or any other agricultural association or entity having members or doing business within the GSA's boundaries, but shall satisfy the following qualifications:*

*(i) Be an owner or representative of an owner of property located within the boundaries of the GSA and involved in Commercial Agriculture which produces at least 2 acre-feet per year of groundwater (as defined by SGMA and the EMA GSP) from within the boundaries of the GSA to support Commercial Agriculture on said property;*

- For purposes of these criteria, "Commercial Agriculture" means a commercial or family farming enterprise whose business is to cultivate the land for growing plants, vines, or other crops for consumption, fiber, biofuel, or raw materials, or the breeding, feeding, or raising of animals, livestock, or poultry for human consumption or other products, all resulting in the marketing and commercial sale of such products. The GSA may require submittal of documentation satisfactory to the GSA, including but not limited to applicable IRS forms, certifying that the property is used for Commercial Agriculture.*

*(ii) Be a resident and registered voter within the boundaries of the GSA; and*

*(iii) The Agricultural Director, or the owner he/she represents, may not be a party to any pending litigation against the GSA, other than as a party to a groundwater rights adjudication affecting the EMA.*

*(iv) Amendments to these criteria may be adopted through resolution by a unanimous vote of the Member Directors.*

*(2) After the Santa Ynez Water Group has submitted one or more Qualified Nominees for the Agricultural Director position, the Member*

*Directors will consider said Qualified Nominees for appointment to the Board. Notwithstanding Article 11.3 of this Agreement, said appointment decision shall require a unanimous vote of all the Member Directors (or Alternates as applicable) during a publicly noticed meeting of the EMA GSA where the Directors from each of the Members (or Alternates as applicable) are present and each casts a vote. In the absence of a unanimous vote of approval and appointment by the Member Directors, the Member Directors may request the Santa Ynez Water Group to submit alternative Qualified Nominees in accordance with the process set forth above.*

*(3) The Agricultural Director shall be appointed for a term of two years but may be reappointed for multiple terms so long as that Agricultural Director is nominated by the Santa Ynez Water Group in accordance with the processes and requirements set forth above and unanimously approved and appointed by the Member Directors.*

*(g) Each Director representing a Member shall be an elected official of the appointing Member.*

*7.3 Alternate Directors. Each Director shall have one Alternate to act as a substitute Director for that Director. All Alternates shall be appointed in the same manner as set forth in Article 7.2. Alternate Directors shall not vote or participate in any deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If a Director is not present, or if a Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all roles of the Director, and shall have the authority to act on behalf of the absent Director, including but not limited to participating in open session and closed session deliberations and casting votes on matters before the Board. An Alternate Director representing a Member shall be an elected official or staff of the appointing Member.*

*7.4 Requirements. Each Member Director and Alternate Member Director shall be appointed by resolution as set forth in Article 7.2. Member Directors and Alternate Member Directors shall serve at the pleasure of the governing body of the appointing Member. No individual Director or Alternate representing a Member may be removed except by the vote of the governing body of the Member that appointed him/her. The term of a non-Member Director or non-Member Alternate appointed in accordance with Article 7.2 shall be two (2) years, and such Director or Alternate may serve any number of consecutive terms upon re-appointment in accordance with Article 7.2; provided, however, that any non-Member Director or non-Member Alternate may be removed from his/her position at any time prior to the expiration of his/her then-current term based on a decision by the Member Directors, where notwithstanding Article 11.3 of this Agreement said removal decision shall be subject to the unanimous voting requirements of Article 7.2(f)(2).*

*7.5 Vacancies. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Article 7.2. Upon the vacancy of an Alternate, a new Alternate shall be appointed as set forth in Articles 7.2 and 7.3. A Member shall*

submit any changes in its Director or Alternate Director positions to the Board by providing a copy of its executed resolution.

7.6 Duties of the Board of Directors. The business and affairs of the EMA GSA, and all of its powers, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, or Member Directors where specifically set forth in this Agreement, except as may be expressly delegated to the Executive Director or other(s) pursuant to this Agreement, Bylaws of the GSA, or by specific action of the Board of Directors.

7.7 Director and Alternate Compensation. No Director or Alternate shall be compensated by the EMA GSA in connection with any meetings or other activities undertaken as a representative of the GSA. Nothing in this Article is intended to prohibit a Member from compensating its Director or Alternate for compensable activities undertaken as a Director or Alternate of the GSA Board.

## 7. **ARTICLE 7 – BOARD OF DIRECTORS MEETINGS**

7.1 Article 10 of the Agreement forming the EMA GSA controls several matters related to Board of Directors meetings except for agendas.

10.1 Initial Meeting. The initial meeting of the EMA GSA Board of Directors shall be called by the Chair pro tem and held within the boundaries of the EMA, within sixty (60) days of the Effective Date of this Agreement.

10.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time, and place set by the Board, and at such other dates, times, and places as may be determined by the Board.

10.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors, in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.4 Conduct. All meetings of the Board of Directors, including special meetings, and any meetings involving teleconferencing to the extent allowed by law, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.).

10.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code section 81000 et seq.).

7.2 Agendas. The Executive Director and Board Chair shall review and set the agenda for the Board of Directors Meetings. Any Director wishing to place an item on a Board of Directors Meeting agenda shall submit a request to the Board Chair at least one week prior to the meeting. If the Board Chair determines that there is insufficient time to prepare an item for the Board of Directors Meeting then the item shall not be placed on the agenda. The Executive Director may also place items on the agenda at his/her discretion.

a. If there is a conflict between a Board Member, Chair or the Executive Director regarding whether an item should be placed on the agenda, then the item will be placed on the agenda. At the beginning of the meeting the Board will consider whether to move forward with the subject item. A majority vote will be needed to add the item to the agenda for consideration by the Board.

## **8. ARTICLE 8 – BOARD OF DIRECTOR VOTING**

**8.1** Article 11 of the Agreement forming the EMA GSA controls all matters related to Board of Directors Voting.

*11.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the Directors. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted.*

*11.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director as follows:*

- (a) The Director representing Solvang shall have one (1) vote;*
- (b) The Director representing Santa Barbara shall have one (1) vote;*
- (c) The Director representing SYRWCD shall have one (1) vote;*
- (d) The Director representing ID No.1 shall have one (1) vote;*
- (e) The non-Member Director appointed in accordance with Article 7.2 shall have one (1) vote;*

*A Director, or an Alternate Director when acting in the absence of a Director, may vote on all matters of GSA business unless disqualified.*

### *11.3 Decisions of the Board.*

*(a) Majority Approval. Except as otherwise specified in this Agreement, all decisions of the Board of Directors shall require the affirmative vote of not less than three (3) Directors.*

*(b) Supermajority Approval. Notwithstanding the foregoing, a supermajority vote requiring at least four (4) out of five (5) votes (regardless of the number of Directors present or the number of Directors appointed) in accordance with Article 11.2 shall be required to approve any of the following:*

- the initial budget and any subsequent annual budget;*
- any new GSP or any update or amendment to the EMA GSP;*

- *any proposed modification or alteration of the EMA boundaries or boundaries of the EMA GSA;*
- *the initiation, settlement, or other resolution of any litigation, legal proceeding, or claim that involves the EMA GSA;*
- *the initiation or settlement of any enforcement proceeding by the EMA GSA;*
- *adoption of any restriction, curtailment, allocation, or other limitation on groundwater production;*
- *addition of a new Member pursuant to Article 6.2;*
- *establishment of any fee, charge, assessment, or tax, or any amendments or modifications thereto;*
- *adoption or amendment of EMA GSA bylaws, rules, regulations, policies, or procedures;*
- *adoption or amendment of EMA GSA ordinances;*
- *issuance of bonds or other indebtedness by the EMA GSA;*
- *expenditure of funds beyond expenses approved in an annual budget of the EMA GSA;*
- *selection of a consultant to conduct work for or on behalf of the EMA GSA, subject to the specific requirements of Article 9;*
- *appointment, employment, hiring by contract, or dismissal of the EMA GSA Executive Director, treasurer, staff, or legal counsel, subject to the specific requirements of Article 9;*
- *for any value exceeding that established by resolution, contract, or the bylaws of the Board of Directors, any acquisition or divestment by grant, purchase, lease, license, permit, gift, devise, contract, or otherwise of the right to hold, use, enjoy, sell, let, encumber, or dispose of real and/or personal property, including but not limited to lands, water rights, structures, infrastructure, buildings, rights-of-way, easements, and other improvements, within or outside the EMA GSA, necessary or proper to carry out the purposes of the EMA GSA;*
- *allocation of funding received by or on behalf of the EMA GSA from grants, loans, or other funding sources; and*
- *actions to apply for, accept, or receive grants, loans, gifts, contributions, donations, or other aid from any agency of the United States, agency of the State of California, or public or private party, for or on behalf of the EMA GSA.*

## **9. ARTICLE 9 – OFFICERS**

**9.1** Article 8 of the Agreement forming the EMA GSA controls all matters related to the appointment of EMA GSA officers.

*8.1 Officers. Officers of the EMA GSA shall be a Chair, Vice Chair, Secretary, and Treasurer. Additional officers may be appointed by the Board as it deems necessary.*

*(a) Chair. The Chair shall preside at all meetings of the Board of Directors and shall be a member of the Board.*

*(b) Vice Chair. The Vice Chair shall exercise all powers of the Chair in the Chair's absence or inability to act, and shall be a member of the Board.*

*(c) Secretary. The Secretary shall certify minutes of meetings of the Board of Directors and shall perform other duties and responsibilities as properly delegated by the Board. The Secretary may, but need not, be a member of the Board.*

*(d) Treasurer. The Treasurer shall perform such duties and responsibilities specified in Government Code sections 6505.5 and 6505.6. The Treasurer may, but need not, be a member of the Board.*

*8.2 Appointment of Officers. Officers shall be appointed annually by, and serve at the pleasure of, the Board of Directors. Officers shall be appointed by resolution of the Board at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a decision of the Board in accordance with Article 11.3. Notwithstanding the foregoing, the Treasurer shall be appointed in the manner specified in Government Code sections 6505.5 and 6505.6.*

*8.3 Principal Office. The principal office of the EMA GSA shall be established by the Board of Directors, and may thereafter be changed by the Board.*

## **10. ARTICLE 10 - EXECUTIVE DIRECTOR, STAFF, AND MEMBER AGENCY ACTIVITIES**

**10.1** Article 9 of the Agreement forming the EMA GSA controls all matters related to the hiring of an Executive Director, Staff (i.e. the Executive Director staff, Legal Counsel, and other consultants hired by the EMA GSA and receiving compensation from the EMA GSA for their services), and Member Agency Activities.

*9.1 Hiring. The GSA may hire an Executive Director, as well as any other needed staff, consultant(s), and legal counsel, who may be hired as an individual or entity, and who may be hired as employee of the GSA or by contract with the GSA. The Board may also contract with a Member of the GSA to undertake an activity on behalf of the GSA.*

a) Any decision by the GSA to hire an Executive Director, staff, consultant(s), or legal counsel by contract, where such individual or entity is not also the Executive Director, staff, consultant, or legal counsel of a Member or entity that a Director represents, shall be subject to the supermajority voting requirements of Article 11.3(b). Notwithstanding those requirements, if there is no Agricultural Director seated at the time of the vote of the JPA board, at least three votes shall be required to approve a contract for such services with a term not to exceed one year.

b) Notwithstanding Article 11.3, any decision by the GSA to hire an Executive Director, staff, or legal counsel as an employee of the GSA, where such individual or entity is not also the Executive Director, staff, or legal counsel of a Member or entity that a Director represents, shall require a unanimous vote of all Directors.

c) Notwithstanding Article 11.3, any decision by the GSA to hire an Executive Director, staff, or legal counsel, whether by contract or as an employee of the GSA, where such individual or entity is also the Executive Director, staff or legal counsel of a Member or entity that a Director represents, shall require a unanimous vote of all Directors.

d) Notwithstanding Article 11.3, any decision by the GSA to contract with a Member to undertake any activity on behalf of the GSA, regardless of the nature of said activity and regardless of whether such activity involves payment to the Member, shall require a unanimous vote of all Directors, where the Director representing the Member proposed to undertake an activity on behalf of the GSA shall not be entitled to cast a vote.

9.2 Compensation. Compensation for the Executive Director, staff, consultants, legal counsel, or a Member agency undertaking an activity on behalf of the GSA shall be determined by the Board.

9.3 Duties. Any individual, entity, or agency hired by the GSA shall serve at the pleasure of the Board. The Executive Director shall be responsible to the Board for the property and efficient administration of the GSA. The Executive Director shall have the powers designated by the Board, and otherwise as set forth in the GSA Bylaws.

9.4 Termination. Any individual, entity, or agency hired by the GSA shall serve until his/her/its resignation or until the Board terminates the employment or contract.

## **11. ARTICLE 11 - BUDGET AND EXPENSES**

**11.1** Article 14 of the Agreement forming the EMA GSA controls all matters related to GSA budgeting and expenses.

14.1 Budget. The Board of Directors shall adopt an annual budget for the EMA GSA.

14.2 GSA Funding and Contributions.

*(a) For the purpose of funding the expenses and ongoing operations of the EMA GSA, the Board of Directors shall maintain a funding account in connection with the annual budget process.*

*(b) The EMA GSA may apply for grants and/or loans to fund a portion of the cost of implementing SGMA and the EMA GSP as the Board may direct.*

*(c) The Board of Directors may undertake activities to fund the EMA GSA and implement SGMA and the EMA GSP; may accept voluntary contributions from Members or other persons or entities that are not subject to reimbursement by the GSA; may accept voluntary contributions from Members or other persons or entities that are subject to reimbursement by the GSA; and/or may pursue funding through any other means allowable by law, including but not limited to fees and/or charges.*

*(d) Within 30 days of receipt of an invoice from the GSA, each Member shall contribute \$50,000, which shall be reimbursed by the EMA GSA no later than December 2026 unless such date is extended by written agreement of the contributing Members. Other financial contributions may be made by the Members under the provisions of the November 15, 2023 Interim Cost Share Agreement for the EMA ("Interim Cost Share Agreement") while it is in effect and as the Interim Cost Share Agreement may be amended from time to time. Each Member hereby acknowledges and agrees that it is lawful for the Members to contribute these funds.*

*(e) The GSA will apply funds available in the funding account to EMA GSA expenses approved by the Board in accordance with this Agreement in the following order (to the extent such funds may by law be used to pay each expense):*

*(i) Voluntary contributions not subject to reimbursement by the GSA;*

*(ii) Grant funds;*

*(iii) Revenue generated from fees/charges;*

*(iv) Bond proceeds from any bonds issued pursuant to this Agreement;*

*(v) Voluntary contributions subject to reimbursement by the GSA;*

*(vi) Direct payments from Members made pursuant to Article 14.2(d).*

*14.3 Return of Contributions. In accordance with the Joint Exercise of Powers Act, repayment or return to the Members of all or any part of any contributions made by Members shall be directed by the Board of Directors at such time and upon such terms required by this Agreement and the Interim Cost Share Agreement; provided that (1) any repayment or return of contributions shall be made in proportion to the contributions*

*paid by each Member to the GSA, and (2) all contribution amounts made by the Members under this Agreement and the Interim Cost Share Agreement shall be returned to the contributing Member, together with accrued interest after December 2026 at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer (provided that any contributing Member may elect to waive interest or extend the date upon which interest accrues), before any other return of contributions to other persons or entities is made by the GSA. The GSA shall hold title to all funds and property acquired by the GSA until such title is released by the GSA.*

*14.4 Issuance of Indebtedness. The GSA may issue bonds, notes, or other forms of indebtedness, provided such issuance is approved at a meeting of the Board of Directors by supermajority vote in accordance with Article 11.2.*

## **12. ARTICLE 12 - ACCOUNTING PRACTICES**

**12.1** Article 13 of the Agreement forming the EMA GSA controls all matters related to the accounting practice of the GSA.

*13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The EMA GSA shall maintain strict accountability of all funds and a report of all receipts and disbursements of the GSA. The GSA shall hire an independent auditor to audit its funds and accounts as required by law.*

*13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the EMA GSA shall run from July 1st to June 30th.*

## **13. ARTICLE 13 – LIABILITIES**

**13.1** Article 15 of the Agreement forming the EMA GSA controls all matters related to the liabilities of the GSA.

*15.1 Liability. In accordance with Government Code section 6507 and 6508.1, the debts, liabilities, and obligations of the EMA GSA shall be the debts, liabilities, and obligations of the GSA alone, and not of any of the Members individually or jointly, except as otherwise specified by law.*

*15.2 Indemnity. The EMA GSA, and those persons, agencies, consultants, entities, and instrumentalities used by it to perform the functions authorized by this Agreement, SGMA, and other applicable law, whether by contract, employment, or otherwise shall be exclusively liable for any and all injuries, costs, expenses, claims, suits, actions, proceedings, losses, liabilities, damages, judgments, or other obligations of whatever kind arising from or related to activities of the GSA. The GSA agrees to indemnify,*

*defend, and hold harmless each Member, each non-Member Director and Alternate, and their respective governing boards, officers, officials, representatives, agents, and employees from and against any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, liabilities, damages, judgments, expenses, costs, including but not limited to attorney fees, consultant fees, and expert fees, and/or other obligations of whatever kind arising from or related or attributable to the GSA or this Agreement ("Claims").*

*In addition to the foregoing, funds of the EMA GSA may be used to defend, indemnify, and hold harmless the GSA, each Member, each Director and Alternate Director, and any officers, officials, agents, or employees of the GSA for their actions taken within the course and scope of their duties while acting on behalf of the GSA against any such Claims.*

*The Members do not intend hereby to be obligated either jointly or severally for any Claims or any other debts, liabilities, or obligations of the GSA, except as may be specifically provided for in applicable law.*

*15.3 Insurance. The EMA GSA shall procure appropriate policies of insurance providing coverage to the GSA and its Directors, Alternate Directors, officers, officials, agents, and employees for general liability, errors and omissions, property, workers compensation, and any other coverage the Board deems appropriate. Such policies shall, to the extent practicable, name the Members as additional insureds.*

#### **14. ARTICLE 14 – CITIZEN ADVISORY GROUP**

**14.1 Purpose.** In accordance with SGMA, the EMA GSA must consider the interests of diverse social, cultural, and economic elements of the population within the EMA. Collaborative and inclusive public processes enhance the quality, transparency, and acceptance of GSP implementation activities. During the development of the EMA GSA GSP, the Citizen Advisory Group (CAG) was formed and provided meaningful input representing diverse groundwater interests within the EMA. The CAG is intended to provide an additional venue for representative public input to the Board of Directors on matters relevant to implementation of the GSP, including but not limited to:

- a. Stakeholder engagement
- b. Data management
- c. Hydrogeologic and numerical groundwater modeling
- d. Water budgets
- e. Sustainability goals

- f. Monitoring programs
- g. Projects and management actions

**14.2 Board of Directors Role.** The Board of Directors may request that the EMA GSA Executive Director assist with administrative, technical, or facilitation support for the CAG. The Board of Directors retains sole authority over all matters relating to the CAG, including but not limited to:

- a. Formation
- b. Membership and composition
- c. Function and organization
- d. Operation and management
- e. Dissolution
- f. Identify and assign topics to the CAG for the purpose of obtaining CAG feedback and/or advice to the Board
- g. Receive (and discuss) reports from the CAG meetings.

**14.3 GSA Staff Role.** Administrative responsibilities of the Executive Director and staff that may be delegated by the Board of Directors include:

- a. Scheduling CAG meetings
- b. Preparing and distributing agendas
- c. Providing meeting materials
- d. Facilitating meetings
- e. Coordinating CAG recommendations and communications
- f. Performing other tasks necessary to support CAG operations

**14.4 CAG Role.** The Board of Directors will consider CAG input when implementing the EMA GSA GSP. CAG members volunteer their service and serve at the pleasure of the Board of Directors. Members are expected to commit sufficient time and effort to support GSP implementation and serve for at least one year. The CAG shall be public advisory only and is not a decision-making body of the EMA GSA. The CAG does not vote, take formal actions, or make binding recommendations. A position on the CAG does not make an individual a public official or advisor of the EMA GSA. The CAG will provide input and recommendations on elements of the GSP and related topics, as requested by the Board of Directors. CAG members are expected to:

- a. Represent the groundwater user category for which they were selected
- b. Collaborate constructively with other CAG members, the public, interested GSA stakeholders, and other GSAs in the Basin
- c. Provide both personal perspectives and broader stakeholder viewpoints
- d. Provide verbal or written reports to the Board summarizing CAG Meetings at the request of the Board
- e. Recognize that consensus is not always possible

**14.5 Governance.** All matters relating to the governance of the CAG are under the sole discretion of the Board of Directors. The following procedures apply unless modified by the Board of Directors.

- a. Interested individuals must submit a completed Application Form. The Board of Directors, or an ad hoc subcommittee approved by the Board of Directors, will review applications. The evaluation process may include applicant interviews. The Board of Directors will select CAG members as needed or when vacancies occur.
- b. The Board of Directors may appoint up to nine (9) individuals to serve on the CAG, representing a diversity of groundwater uses and users within the EMA as outlined in Water Code Section 10723.2.
- c. CAG members are expected to serve for at least one year and CAG meetings must be scheduled to meet at least once quarterly. There is no fixed term limit.
- d. CAG members serve at will and at the pleasure of the Board of Directors. The Board of Directors may dismiss any member, with or without cause, at any time. Grounds for dismissal may include, but are not limited to, repeated or prolonged non-participation in CAG meetings or activities.
- e. When a vacancy occurs, the Board of Directors may appoint a new member without reopening the full application process, provided that a prior application remains on file and the applicant confirms continued interest and eligibility for CAG membership.

## **15. ARTICLE 15 - PURCHASING POLICY**

This Purchasing Policy and Procedures provides for the purchase of supplies and equipment, as required by Government Code Section 54202, and also addresses securing and paying invoices for services and public works contracts. Nothing herein shall abrogate state or federal law establishing a more stringent purchasing procedure. As required by Government Code section 6509 and Water Code section 10730.6(d) (see Article 3 above), the EMA GSA's

purchasing policies and procedures shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the Santa Barbara County Water Agency. The GSA's Executive Director or designee shall be the Purchasing Agent (PA). As used herein, the definition of Public Works Contract shall be as found in California Public Contract Code section 1101, i.e., "an agreement for erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind."

**15.1 Public Works Contracts.** Public works projects shall be contracted for in accordance with Public Contract Code 20150 et seq.

**15.2 Purchases Of Supplies, Equipment and Services of \$3,000.00 Or Under.** The PA may purchase supplies, services, and equipment estimated to cost \$3,000.00 or less without solicitation of bids.

**15.3 Purchases Of Supplies, Equipment and Services Costing More Than \$3,000.00, But Not More Than \$50,000.00.** Supplies, equipment and services estimated to cost more than \$3,000.00 but less than \$50,000.00 may be purchased by the PA after receiving at least three proposals. Services may also be purchased by the PA by sole source process on the basis of demonstrated competence and having the professional qualifications necessary for satisfactory performance of the services required.

**15.4 Purchases of Supplies, Equipment, and Services Costing More Than \$50,000.00.** Supplies, services, and equipment estimated to cost more than \$50,000.00 may be purchased by the Board of Directors after the PA has provided at least three written proposals based upon written specifications provided to vendors. Services may also be purchased by the Board of Directors by sole source process on the basis of demonstrated competence and having the professional qualifications necessary for satisfactory performance of the services required.

**15.5 Exemptions.** The requirements of Sections 15.2, 15.3, and 15.4 shall not be applicable if:

- a. Procedures relating to the purchase of supplies, services, equipment or a Public Works Contract may be dispensed with when the price is established by federal, state or local laws, regulations or ordinances.
- b. An emergency exists which has the potential to have a negative impact on life or property. The PA may purchase the supplies, services, and public works necessary to meet the emergency without soliciting bids.

**15.6 Other Procedures.** The procedures and forms used in the purchasing of supplies, equipment, services or a public works contract shall be approved by the PA and in clear and concise written form consistent with this Purchasing Policy. The PA may at any time require more stringent procedures be followed than those outlined in this document.

**16. ARTICLE 16- RECORDS RETENTION**

The EMA GSA will retain its records in compliance with Government Code section 60200 et seq.

**RESOLUTION NO. 2026-03**

**RESOLUTION NO. 2026-03 OF THE BOARD OF DIRECTORS OF THE EASTERN  
MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY FOR THE  
SANTA YNEZ VALLEY GROUNDWATER BASIN AUTHORIZING THE  
GROUNDWATER EXTRACTION FEE CHARGES TO BE  
COLLECTED ON THE TAX ROLL FOR FISCAL YEAR 2026-2027**

WHEREAS, as authorized by the Sustainable Groundwater Management Act (“SGMA”), a Groundwater Sustainability Agency (“GSA”) may impose fees on the extraction of groundwater from the basin to fund the costs of groundwater management; and

WHEREAS, on January 6, 2022, the Board of Directors (“Board”) of the Eastern Management Area GSA (“EMA GSA”) for the Santa Ynez River Valley Groundwater Basin, a Joint Powers Authority under California law, adopted a Groundwater Sustainability Plan (“GSP”) for the EMA GSA; and

WHEREAS, the EMA GSA caused an independent consultant to develop a Groundwater Sustainability Fee Study (“Rate Study”) setting the fee structure necessary to sustainably manage the EMA GSA and fund the implementation of the EMA GSA’s GSP; and

WHEREAS, the EMA Board received, reviewed and adopted the Rate Study on April 22, 2025; and

WHEREAS, in April of 2025, the EMA GSA caused the legally required notices to be mailed to the parcels upon which the groundwater extraction fee was proposed; and

WHEREAS, notice of the groundwater extraction fee and the Rate Study providing the basis of the fee was published and noticed pursuant to California Government Code section 53759.1(c); and

WHEREAS, a public hearing was held on June 26, 2025, at which time the Board heard and considered all objections and protests to the proposed groundwater extraction fee; and

WHEREAS, after the conclusion of the public hearing and tallying of filed protests, the Board adopted EMA GSA Ordinance No. 2025-02 finding: compliance with the applicable law; implementing the proposed groundwater extraction fee for Fiscal Year Ending (“FYE”) 2026; and, adopting the following rate schedule

Line	Fiscal Year	Effective Date	Proposed Rates
1	FY 2026	July 2025	\$39.50
2	FY 2027	July 2026	\$41.50
3	FY 2028	July 2027	\$43.60
4	FY 2029	July 2028	\$45.80
5	FY 2030	July 2029	\$48.10

; and

WHEREAS, EMA GSA Ordinance 2025-02 sets the maximum per acre-foot charge for the groundwater extraction fee for Fiscal Year Ending (“FYE”) 2027 at \$41.50 per acre-foot:

WHEREAS, the EMA GSA Executive Director recommends that the FYE 2027 groundwater extraction fee be set at \$41.50 per acre-foot, which is within the limits set forth in and authorized by Ordinance 2025-02 for FYE 2027 and consistent with the EMA GSA budget requirements for FYE 2027; and

WHEREAS, the Board finds that it would be most efficient to collect the FYE 2027 groundwater extraction fee (including unbilled amounts from the prior year(s)) imposed on the parcels included on the County tax roll.

NOW, THEREFORE, IT IS HEREBY FOUND AND ORDERED as follows:

1. **FYE 2027 Groundwater Extraction Fee.** The groundwater extraction fee for FYE 2027 is hereby set at \$41.50 per acre-foot.
2. **Preparation of Report.** The EMA GSA staff shall prepare and file a written report (“Report”) containing the following information:
  - (a) the groundwater extraction fee per acre-foot charge for FYE 2027, which is within the limits set forth in Ordinance 2025-02;
  - (b) a list of each parcel subject to the Fee in FYE 2027; and
  - (c) the calculated groundwater extraction fee for each parcel for FYE 2027.
3. **Request for Collection.** Pursuant to Water Code section 10730, subdivision (d), the EMA GSA requests that the groundwater extraction fee, including any unbilled amounts from the prior fiscal year(s), be collected by the County of Santa Barbara in the same manner as ordinary municipal ad valorem taxes. This Resolution hereby serves as the order by the EMA GSA to the County Auditor-Controller of Santa Barbara County (“Auditor-Controller”) to place the groundwater extraction fee on the Santa Barbara County tax roll.

4. **Compliance with Auditor-Controller's Requirement.** The EMA GSA Executive Director staff is directed to file with the Auditor-Controller, a copy of this resolution and such other documentation as the Auditor-Controller requires for placing a fee on the tax roll. The EMA GSA will comply or has complied with all of the requirements to place the groundwater extraction fee on the tax roll, including, but not limited to, the requirements set forth in correspondence or other communication received from the Auditor-Controller, executing any agreement(s) and amendments to agreement(s) to place the groundwater extraction fee on the tax roll, executing a Proposition 218 compliance certificate, and submitting the Fixed Charge Data File in the specified format using the data from the Report.
5. **Authorization.** The EMA GSA Executive Director staff is hereby authorized and directed to execute and deliver any and all documents, to do any and all things, and to take any and all actions that may be necessary or advisable, in their discretion, in order to effect the purposes and intent of this resolution. All actions heretofore taken by officers, employees, and agents of the EMA GSA, including, but not limited to, the Executive Director staff, that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.
6. **All the foregoing,** being on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, is authorized by the following roll-call vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**I HEREBY CERTIFY** that the foregoing resolution is the resolution of said EMA GSA as duly passed and adopted by said Board of Directors on the 28<sup>th</sup> day of May 2026.

**WITNESS** my hand this 28<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Secretary of the Board of Directors

**TO:** EMA GSA Board of Directors

**FROM:** Phillip Hall, General Counsel

**DATE:** May 28, 2026

**SUBJECT:** Item 5.h. – Review and consider approval of Fourth Amendment to Professional Services Agreement with Confluence Engineering Solutions for Executive Director Support Services

## Discussion

The EMA GSA bookkeeper completed a Fiscal Year 2025/26 mid-year budget review of Quarters 1 through 3 to compare actual expenditures against budgeted amounts. Based on this analysis, Executive Director expenses for Fiscal Year 2025/26 are projected to exceed the adopted budget amount of \$206,703 (which includes Revenue Generating Fee Program Administration and Bookkeeping) by approximately \$75,000.

The projected overage is primarily attributed to a higher-than-anticipated level of effort associated with Proposition 68 grant-related and other tasks. These efforts included procurement of consulting services to support development and administration of the EMA GSA DMS/Well Registration and Reporting Platform (Grant Component 2, Task 4), as well as preparation of easements for groundwater monitoring wells (Grant Component 5, Task 2). In addition, Executive Director staff expended substantial unforeseen effort on administrative matters such as addressing agricultural representation issues at member agency representative meetings. A breakdown of the Executive Director’s level of effort from June 2025 through March 2026 is captured in the table below.

Task	Invoiced Amount June 2025-March 2026	Percentage Breakdown
Executive Director	\$129,065.59	59%
Prop 68 Grant Component 2	\$28,793.75	13%
Prop 68 Grant Component 3	\$20,460.00	9%
Prop 68 Grant Component 4	\$18,358.25	8%
Prop 68 Grant Component 5	\$23,193.75	11%
<b>Grand Total</b>	<b>\$219,871.34</b>	<b>100%</b>

Fortunately, the EMA GSA is projected to receive approximately \$184,114 in additional revenue beyond the adopted budget, primarily comprised of groundwater extraction fee revenue that was not included in the original budget because the fee had not yet been adopted at the time the budget was approved. Based on current projections, this additional revenue is sufficient to cover the projected Executive Director budget overage and all other projected expenses for FY 2025/26, leaving the EMA GSA with \$191,082 in revenue after expenses.

Accordingly, the EMA GSA Executive Director is requesting a contract amendment included as Attachment A to provide additional budget authority to address the Fiscal Year 2025/26 budget overage and to continue Executive Director services into Fiscal Year 2026/27.

## Recommendation

Review and consider approval of Fourth Amendment to Professional Services Agreement with Confluence Engineering Solutions for Executive Director Support Services.

## Attachments

**Attachment A:** Fourth Amendment to Professional Services Agreement with Confluence Engineering Solutions for Executive Director Support Services

**FOURTH AMENDMENT TO AGREEMENT BETWEEN SANTA YNEZ RIVER VALLEY GROUNDWATER BASIN EASTERN MANAGEMENT AREA GROUNDWATER SUSTAINABILITY AGENCY (“EMA GSA”) AND CONFLUENCE ENGINEERING SOLUTIONS (“ConfluenceES”)**

This Fourth Amendment is made and entered into this 28<sup>th</sup> day of May, 2026, (“Effective Date”) by and between EMA GSA and ConfluenceES. EMA GSA and ConfluenceES are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

A. On October 1, 2024, the EMA GSA entered into a contract with ConfluenceES pursuant to which ConfluenceES would provide executive director services (“Original Agreement”).

B. On March 21, 2025 the Parties executed a “First Amendment” to the Original Agreement to address an expansion of the Scope of Services.

C. On June 26, 2025, the Parties executed a “Second Amendment” to the Original Agreement extending the Scope of Services to Fiscal Year 2025/26, expanding the services, and increasing compensation to ConfluenceES for the performance of such services.

D. On November 20, 2025, the Parties executed a “Third Amendment” to the Original Agreement amending the Fee Schedule to incorporate bookkeeping fees and level of effort.

E. The Parties now desire to extend the Scope of Services to Fiscal Year 2026/27 and increase compensation to ConfluenceES both for services over budget in Fiscal Year 2025/26 and for services to be provided in Fiscal Year 2026/27.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions and promises contained in the Original Agreement, the Parties mutually agree to extend the Original Agreement to Fiscal Year 2026/27, and to make the following amendment:

**AMENDMENT**

1. Section 5.1 of the Original Agreement is hereby amended to revise the Fee Estimate approved in the Third Amendment, as set forth in Attachment A to this Amendment, to include services for Fiscal Year 2026/27 and to account for the Fiscal Year 2025/26 budget overage.

2. Section 7(b) as approved in the Third Amendment is amended as follows: For the services described above in section 1 of this Amendment, EMA GSA will pay ConfluenceES on a time and materials basis, in an amount not to exceed ~~\$206,703.00~~\$283,374.00.

2. All other terms and conditions in the Original Agreement shall remain unchanged by this Fourth Amendment during the extended term.

3. This Fourth Amendment may be signed in counterparts, each of which shall constitute an original.

In witness whereof, the parties have caused this Fourth Amendment to become effective by their respective endorsements below:

**EMA GSA**

**Confluence Engineering  
Solutions**

By:  
Dated:

By:  
Dated:

**ATTACHMENT A**

Fee Estimate Executive Director Professional Services Santa Ynez Basin Eastern Management Area Groundwater Sustainability Agency	ConfluenceES							
	Principal Engineer	Senior Hydrogeologist	Associate Engineer	Bookkeeper	Total Hours	Total Labor	Expenses	ConfluenceES Total
<b>Task/Subtask</b>	\$ 265	\$ 245	\$ 190	\$ 155			1%	
<b>Task 0 - Project Management</b>								
0.1 Invoices and Progress Reports	24	0	6	4	34	\$ 8,146	\$ 81	\$ 8,227
Task Total	24	0	6	4	34	\$ 8,146	\$ 81	\$ 8,227
<b>Task 1 - Administrative and Management Duties</b>								
1.1 EMA Administration/Representation	24	24	12		60	\$ 14,520	\$ 145	\$ 14,665
1.2 Consultant Coordination	24	24	12		60	\$ 14,520	\$ 145	\$ 14,665
1.3 Website Management	0	0	24		24	\$ 4,560	\$ 46	\$ 4,606
1.4 Compliance Tracking	0	0	6		6	\$ 1,140	\$ 11	\$ 1,151
1.5 Financial Tracking	12	24	12	25	73	\$ 15,215	\$ 152	\$ 15,367
Task Total	60	72	66	25	223	\$ 49,955	\$ 500	\$ 50,455
<b>Task 2 - Meeting Coordination</b>								
2.1 Board Meetings	96	12	120		228	\$ 51,180	\$ 512	\$ 51,692
2.3 Basin-wide Coordination Meetings	28	8	12		48	\$ 11,660	\$ 117	\$ 11,777
2.4 Community Advisory Group Meetings	24	3	27		54	\$ 12,225	\$ 122	\$ 12,347
Task Total	148	23	159		330	\$ 75,065	\$ 751	\$ 75,816
<b>Task 3 - Groundwater Extraction Fee Administration</b>								
3.1 Groundwater Extraction Fee Administration	55	115	53	4	227	\$ 53,405	\$ 534	\$ 53,939
Task Total	55	115	53	4	227	\$ 53,405	\$ 534	\$ 53,939
<b>Task 4 - Other Activities</b>								
4.1 As-needed EMA GSA Support Services	24	36	24	0	84	\$ 19,740	\$ 197	\$ 19,937
Task Total	24	36	24	0	84	\$ 19,740	\$ 197	\$ 19,937
<b>2026/27 Total</b>	<b>311</b>	<b>246</b>	<b>308</b>	<b>33</b>	<b>898</b>	<b>\$ 206,311</b>	<b>\$ 2,063</b>	<b>\$ 208,374</b>
						<b>2025/26 Budget Amend</b>		<b>\$ 75,000</b>
						<b>Total</b>		<b>\$ 283,374</b>



CALIFORNIA DEPARTMENT OF WATER RESOURCES

# SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

April 3, 2026

Charlotte Arnao

[carnao@confluencees.com](mailto:carnao@confluencees.com)

Subject: DWR Facilitation Support Services (FSS): Santa Ynez River Valley Basin (3-015)

Dear Ms. Arnao,

The California Department of Water Resources (DWR) is pleased to notify the Santa Ynez River Valley Groundwater Basin Eastern Management Area Groundwater Sustainability Agency (EMA GSA) of our approval of your application to the Department's Facilitation Support Services (FSS) Program for the Santa Ynez River Valley Groundwater Basin (SYRVGB) (3-015). Attached to this letter is a copy of the FSS scope of work authorized by DWR to assist the EMA GSA in the subbasin in facilitation and outreach actions.

Services to be provided to the EMA GSA will be provided by Stantec's Project Planner/Scientist II, Eileen Takata, and Facilitator I, Emily Ng, available to DWR via Contract #4600015545, AM-05 (Stantec Consulting Services Inc.). The Team of Facilitators will invoice DWR directly, and not EMA GSA, for these services. As described in the attached scope, the total labor hours provided for ISP-91 is 638 with a period of performance ending December 31, 2027.

As always, please do not hesitate to contact your DWR Regional Coordinator if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Christina Boggs-Chavira".

Christina Boggs-Chavira, P.G.

Senior Engineering Geologist

Attachment: Implementation Service Plan No. 91 Recipient Copy

# SGMA FACILITATION SUPPORT SERVICES

## IMPLEMENTATION SERVICE PLAN

**ISP No. 91: Santa Ynez River Valley Basin (3-015)**  
Eastern Management Area Groundwater Sustainability Agency

### I. PREAMBLE

The Department of Water Resources (DWR) is offering Facilitation Support Services (FSS) to assist Groundwater Sustainability Agencies (GSAs) and local water management groups foster discussions that contribute towards implementing the Sustainable Groundwater Management Act (SGMA).

### II. DESCRIPTION OF SERVICES

Under DWR Contract No. 4600015545, AM-05 Stantec Consulting Services Inc. (Contractor) provides FSS professional services in the nine below listed categories in support of DWR's Sustainable Groundwater Management Program.

1. Stakeholder Assessments
2. Governance Development
3. Stakeholder Communication and Engagement Planning and Support
4. Public and Stakeholder Outreach
5. Targeted Outreach to Underrepresented Groundwater Users
6. Tribal Government Outreach and Engagement
7. Meeting Facilitation
8. Intra-Basin and Inter-Basin Coordination Support
9. Interest-Based Negotiation

Implementation Service Plan (ISP) No. 91: Santa Ynez River Valley Basin (3-015) authorizes Contractor to deliver one or more of the services listed above to support the SGMA Program in the Santa Ynez River Valley Basin.

**DWR has established a not-to-exceed budget of 638 labor hours and \$5,151.75 for travel and other direct costs to execute the Scope of Work by December 31, 2027, unless amended.**

### III. BACKGROUND

This ISP responds to an application for professional facilitation support by the Santa Ynez River Valley Groundwater Basin (SYRVGB) Eastern Management Area Groundwater Sustainability Agency (EMA GSA). In addition to EMA GSA, two additional GSAs manage the SYRVGB via an executed coordination agreement: SYRVGB Central Management Area (CMA) GSA and the SYRVGB Western Management Area (WMA) GSA. The EMA GSA and WMA GSA share a boundary with the San Antonio Basin GSA (San Antonio Creek Valley Basin; 3-014). Groundwater

Sustainability Plans (GSP) prepared by GSAs within the SYRVGB were approved by DWR on January 18, 2024. The ISP provides facilitation support exclusively for EMA GSA. The EMA GSA is led by a five-member Board of Directors, with input provided by the EMA Citizen Advisory Group (CAG).

Significant project and management actions included in the EMA GSA GSP led to development and adoption of a Well Registration Ordinance and the Well Metering and Reporting Ordinance (herein referred to as the “2025 Ordinances”). The action affects approximately 700 domestic and agricultural production wells located within the EMA GSA boundaries. The Well Registration Ordinance seeks full compliance by well operators within 60 days of receiving the registration form from the EMA GSA. In compliance with the Well Metering and Reporting Ordinance, meters must be installed by June 30, 2027. Groundwater extraction reporting will begin October 31, 2027, and will occur biannually thereafter, with reports due April 30 and October 31 of each year. The EMA GSA, via a Prop 68 grant, is acquiring a data management system (DMS) to support well registration and groundwater extraction reporting.

#### IV. KEY FACILITATION TASKS

The focus of this ISP is to assist EMA GSA implement outreach actions in support of implementation of the 2025 Ordinances.

##### **Task 1. Work Plan**

*March 10, 2026 – June 30, 2026*

Developed in close collaboration with the EMA GSA Executive Director, the EMA CAG, and the GSA’s DMS contractor, this task includes development of a work plan that supports roll-out of the GSA’s DMS platform and engagement with groundwater well operators in well registration and reporting. This work plan is to describe data collection methodologies and requirements, and define the tactics, milestones and schedule of communication and engagement actions focused on raising awareness, enrollment and compliance with the 2025 Ordinances. Activities under this task include:

- **Work Plan Initiation Meeting:** Information collection and meeting with EMA GSA Executive Director and DMS contractor to identify, among other things, DMS requirements, schedule and milestones. Task to include collaboration to identify messages and potential outreach tactics. An annotated outline of the work plan will be provided to the EMA GSA Executive Director to gain agreement on topic areas to be covered in the full work plan.
- **EMA CAG Workshop:** Conduct one workshop to Review and receive feedback from members on proposed message and outreach tactics.
- **Work Plan:** Develop draft and final work plan.

*Assumptions:*

- Work plan initiation meeting to be held virtually.
- Assumes up to 6 hours for work plan initiation meeting preparation, attendance, and post-meeting coordination.

- Workshop to be held during a normally scheduled virtual CAG meeting and with up to two Stantec staff. Assumes 10 hours for workshop preparation and delivery.
- Draft and final work plan assumed to be up to six (6) pages and assumed at 35 hours.

*Deliverables:*

- Annotated Work Plan Outline
- Draft and Final Work Plan
- CAG Workshop Presentation
- CAG Workshop Summary

*Level of Effort (LOE):*

Name	Classification	ISP 91 Hours
Eileen Takata	Project Planner/Scientist II	23
Emily Ng	Facilitator I	28

**Task 2. Information Materials and Web Content**

*March 10, 2026 – December 31, 2027*

This task supports development of informational materials such as a webpage, fact sheets/flyers/mailers, and newsletters to engage well operators in well registration and reporting.

- **Website Content:** Working in consultation with the EMA GSA Executive Director and the EMA DMS contractor, this task includes preparation of one (1) web page that summarizes and orients users to the structure of the DMS. This task includes preparation of key messages associated with the 2025 Ordinances and input from the EMA GSA Executive Director, the EMA CAG, and the DMS contractor.
- **Outreach Materials:** Includes preparation and graphic design of up to two (2) well registration mailers to be distributed to well operators; up to three (3) fact sheets associated with the 2025 Ordinances; and up to seven (7) email messages.
- **Newsletters:** Includes preparation of up to three (3) newsletters on continuous or upcoming GSA initiatives, including well registration and reporting, for electronic distribution to the interested parties list or in-person distribution at meetings.

*Assumptions:*

- Webpage content development assumed at 30 hours. Website updates are to be completed by GSA staff.
- Direct mailers assumed to average 8 hours each and up to one, two-sided half-page or postcard size. Mailers will be provided to the GSA in electronic format. Printing, postage and management of distribution to groundwater well operators to be provided by the GSA.
- Fact sheets assumed to average 10 hours each and up to one, double-sided page each. Fact sheets will be provided to the GSA in electronic format. One fact sheet may include FAQs.
- Emails assumed to average 1 hour and up to 500 words each, to be delivered to GSA staff for distribution to the interested parties email list.

- Newsletters assumed to average 15 hours each and up to one, double-sided page each. Content for newsletters will be developed in close coordination with GSA staff and relevant technical consultants. Newsletters will be distributed electronically to the interested parties database and posted on the GSA website.

*Deliverables:*

- Webpage
- Emails, Direct Mailers, and Fact Sheets
- Newsletters

*Level of Effort (LOE):*

Name	Classification	ISP 91 Hours
Eileen Takata	Project Planner/Scientist II	33
Emily Ng	Facilitator I	87
Meredith Degner	GIS/Graphic Designer I	8

**Task 3. Meeting Support**

*March 10, 2026 – December 31, 2027*

This activity supports the conduct of public workshops, status presentations to the EMA CAG, and GSA Executive Director meetings.

- **Public Workshops:** Facilitation of up to two (2) well registration workshops and up to four (4) well metering and reporting workshops to support groundwater well operators comply with the 2025 Ordinances. Includes coordination with the EMA GSA Executive Director and DMS contractor through pre- and post-workshop meetings. Each workshop will be guided by a detailed meeting facilitation plan and documented in a meeting summary.
- **Workshop Materials:** Materials for each meeting include PowerPoint presentation, meeting flyer, sign-in sheet, and design of up to eight (8) informational posters, as needed.
- **CAG Meetings:** Includes virtual attendance by one Stantec staff at up to six (6) CAG meetings. A PowerPoint presentation may be prepared for at each meeting.
- **GSA Executive Director Meetings:** Includes monthly meetings with the EMA GSA Executive Director, staff and other parties identified by the Executive Director.

*Assumptions:*

- Public Workshops to be staffed by up to two (2) Stantec staff and be held in-person. Each public workshop, including coordination, facilitation, attendance, and post-meeting communication is assumed at 46 hours, including travel.
- Printing of posters to be provided by the GSA.
- Workshop presentation assumed at 20 slides.
- Workshop Material development is assumed at up to 12 hours per meeting.
- CAG meetings to be attended by one Stantec representative and held virtually. Each meeting is assumed at 5 hours, including preparation of PowerPoint presentation

- GSA Executive Director meetings are held virtually unless conducted in coordination with the delivery of public workshops.
- Meeting support is assumed to average 3 hours each.

*Deliverables:*

- Public Workshop Facilitation Plan
- Public Workshop Meeting Summary
- Public Workshop Informational Materials
- GSA Executive Director Meeting Action Item Summary

*Level of Effort (LOE):*

Name	Classification	ISP 91 Hours
Eileen Takata	Project Planner/Scientist II	168
Emily Ng	Facilitator I	230
Meredith Degner	GIS/Graphic Designer I	28

**Task 4. Contract Management***March 10, 2026 – December 31, 2027*

Activities anticipated under this task include:

- Prepare and submit monthly progress reports of activities in support of this ISP.
- Submittal of deliverables identified in this ISP.

*Deliverables:*

- Monthly Progress Report
- Submittal of deliverables identified in this ISP

*Level of Effort (LOE):*

Name	Classification	ISP 91 Hours
Eileen Takata	Project Planner/Scientist II	10
Emily Ng	Facilitator I	23

**V. TERM**Work will occur in the period of *March 10, 2026 – December 31, 2027***VI. BUDGET ASSUMPTIONS**

1. Travel and other direct costs are budgeted at \$5,151.75 and are inclusive of up to 6 trips. The facilitator will work with the GSA to minimize travel and combine with other activities, as appropriate.

2. The GSA will provide for all other direct expenses including photocopies, postage, meeting rooms, refreshments and other related items.
3. All materials will be transmitted electronically.
4. The ISP Budget Worksheet, Appendix A provides the budgeted cost breakdown for DWR.
5. In the event FSS funding provided through this ISP is used for activities that materially deviate from the authorized scope, the Department reserves the right to immediately suspend continued implementation of this ISP via written notification.

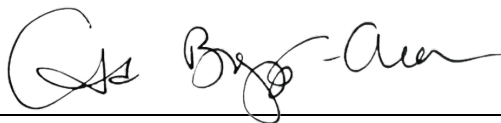
## VII. CONTRACTOR STAFFING

Contractor will assign the individuals listed below to perform the professional-level services required in this Project. If for some reason anyone listed is unable or unavailable to perform as planned, any replacements or substitutes will be subject to prior approval by DWR.

Job Classification	Assigned Staff
Project Planner/Scientist II	Eileen Takata
Facilitator I	Emily Ng
GIS/Graphic Designer I	Meredith Degner

## VIII. SIGNATURES

Approved by signature.



Christina Boggs-Chavira, P.G., Senior  
Engineering Geologist, DWR



Haydee Yonamine, Contractor



Craig Moyle, Contractor