

LOS OSOS GROUNDWATER BASIN, BASIN MANAGEMENT COMMITTEE

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that the Los Osos Groundwater Basin, Basin Management Committee Board of Directors will hold a **Regular Board Meeting at 1:30 P.M. on Wednesday, October 18, 2023** at the **Los Osos Community Services District Boardroom**, located at 2122 9th Street, Suite 106, Los Osos, CA 93402. Members of the public may participate in this meeting in person or via teleconference and/or electronically.

For quick access, go to <https://us04web.zoom.us/j/778762508>

(This link will help connect both your browser and telephone to the call)

If not using a computer, dial 1 (669) 900-6833 or 1 (346) 248-779 and enter **778 762 508**

All persons desiring to speak during any Public Comment can submit a comment by:

- Email at danheimel@ConfluenceES.com by 5:00 PM on the day prior to the Committee meeting.
- Teleconference by phone at 1 (669) 900-6833 and enter **778 762 508**
- Teleconference by phone at 1 (346) 248-7799 and enter **778 762 508**
- Teleconference meeting at <https://us04web.zoom.us/j/778762508>
- Mail by 5:00 PM on the day prior to the Committee meeting to:
Attn: Dan HeimeI (Basin Management Committee)
2122 9th St.
Suite 110
Los Osos, CA 93402

Directors: Agenda items are numbered for identification purposes only and may not necessarily be considered in numerical order.

NOTE: The Basin Management Committee reserves the right to limit each speaker to three (3) minutes per subject or topic. In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals with disabilities, so they may participate in the meeting. Persons who require accommodation for any audio, visual or other disability in order to participate in the meeting of the BMC are encouraged to request such accommodation 48 hours in advance of the meeting from Dan HeimeI at danheimel@ConfluenceES.com.

BASIN MANAGEMENT COMMITTEE BOARD OF DIRECTORS AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **BOARD MEMBER COMMENTS**

Board members may make brief comments, provide project status updates, or communicate with other directors, staff, or the public regarding non-agenda topics.

5. SPECIAL PRESENTATION

Presentation on Anastasi Subdivision Map by County of San Luis Obispo Public Works and County Counsel Staff

6. CONSENT AGENDA

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted and may be approved in their entirety by one motion. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Consent items generally require no discussion. However, any Director may request that any item be withdrawn from the Consent Agenda and moved to the "Action Items" portion of the Agenda to permit discussion or to change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

- a. **2023 Budget Update and Invoice Register**
- b. **Approval of Minutes from August 16, 2023 BMC Meeting**
- c. **Approval of Minutes from August 29, 2023 Special BMC Meeting**

7. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Basin Management Committee will consider public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Basin Management Committee. The Basin Management Committee cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to three minutes.

8. EXECUTIVE DIRECTOR'S REPORT

9. ACTION ITEMS

- a. **Sustainable Yield Estimate for 2024**

Recommendation: Receive information on the Sustainable Yield calculations and approve the proposed Sustainable Yield estimate of 2,380 AFY for Calendar Year 2024; or provide alternate direction to staff.

- b. **Los Osos Creek Stream Gage Rating Curve**

Recommendation: Receive the Draft Los Osos Creek Rating Curve Development and Stage Data Processing Technical Memorandum

- c. **Calendar Year 2024 Budget**

Recommendation: Receive information on the proposed Calendar Year 2024 BMC Budget, proposed modifications to BMC accounting and authorization procedures and provide direction to staff.

- d. **BMC Bank Account Authorizing Resolution**

Recommendation: Approve draft Resolution authorizing the Executive Director to open a bank account on behalf of the BMC; or provide alternate direction to staff.

10. ADJOURNMENT

TO: Los Osos Basin Management Committee

FROM: Daniel Heimel, Executive Director

DATE: October 18, 2023

SUBJECT: Item 6 – Approval of Budget Update/Invoice Register and Meeting Minutes

Recommendations

Staff recommends that the BMC review and consider approval of Budget/Invoice Register and Meeting Minutes or provide alternate direction to Staff.

Discussion

BMC Staff has prepared a summary of costs incurred as compared to the adopted budget and a running invoice register and Meeting Minutes from previous BMC Meetings (see Attachments).

Attachment 2: Invoice Register for Los Osos BMC for Calendar Year 2023

Vendor	Invoice No.	Amount	Month of Service	Description	Budget Item	Date Executive Director Approved	Date BMC Chairperson Approved	Date BMC Approved
CHG	20221205	\$2,342.00	Dec-22	Annual Report Preparations	6	Jan-23		
CHG	20230104	\$11,508.60	Jan-23	Annual Report Preparations	6	Feb-23		
CHG	20230105	\$1,005.00	Jan-23	Technical Support: AEM Survey	4			Feb-23
ConfluenceES	1073	\$5,197.50	Jan-23	BMC Executive Director Services	1		Feb-23	
AGP	6252	\$200.00	Feb-23	Meeting expenses: Audio and video services	3	Mar-23		
CHG	20230206	\$12,688.00	Feb-23	Annual Report Preparations	6	Mar-23		
CHG	20230207	\$6,511.00	Feb-23	Los Osos Creek Flow Measurements	9	Mar-23		
ConfluenceES	1083	\$6,525.00	Feb-23	BMC Executive Director Services	1		Mar-23	
CHG	20230307	\$22,153.50	Mar-23	Annual Report Preparations	6	Apr-23		
CHG	20230308	\$8,001.50	Mar-23	Los Osos Creek Flow Measurements	9	Apr-23		
CHG	20230309	\$2,422.00	Mar-23	Technical Support: Skyline Monitoring Well	4			May-23
CHG	20230310	\$2,437.50	Mar-23	Groundwater Monitoring	5	Apr-23		
ConfluenceES	1085	\$6,525.00	Mar-23	BMC Executive Director Services	1		Apr-23	
CHG	20230405	\$7,027.50	Apr-23	Annual Report Preparations	6	May-23		
CHG	20230406	\$1,120.00	Apr-23	Technical Support: Skyline Monitoring Well	4			May-23
CHG	20230407	\$500.00	Apr-23	Los Osos Creek Flow Measurements	9	May-23		
CHG	20230408	\$20,348.80	Apr-23	Groundwater Monitoring	5	May-23		
ConfluenceES	1095	\$7,606.25	Apr-23	BMC Executive Director Services	1		May-23	
CHG	20230504	\$320.00	May-23	Technical Support: Skyline Monitoring Well	4			Jun-23
CHG	20230505	\$1,937.50	May-23	Los Osos Creek Flow Measurements	9	Jun-23		
CHG	20230506	\$3,421.20	May-23	Groundwater Monitoring	5	Jun-23		
ConfluenceES	1100	\$7,670.00	May-23	BMC Executive Director Services	1		Jun-23	
CHG	20230605	\$259.50	Jun-23	Annual Report Preparations	6	Jul-23		
CHG	20230606	\$480.00	Jun-23	Technical Support: Water Offset Study	4			Aug-23
ConfluenceES	1108	\$6,386.25	Jun-23	BMC Executive Director Services	1		Jul-23	
CHG	20230620	\$6,450.00	Jun-23	New "Skyline" Monitoring Well	8	Aug-23		
CHG	20230723	\$1,288.00	Jul-23	New "Skyline" Monitoring Well	8	Aug-23		
AGP	9236	\$1,000.00	Aug-23	Meeting expenses: Audio and video services	3	Sep-23		
ConfluenceES	1111	\$1,825.00	Jul-23	BMC Executive Director Services	1		Aug-23	
CHG	20230838	\$2,788.50	Jun-23	Annual Report Preparations	6	Sep-23		
ConfluenceES	1118	\$6,755.00	Aug-23	BMC Executive Director Services	1		Sep-23	
	2023 Total	\$164,700.10						To be approved

BASIN MANAGEMENT COMMITTEE BOARD OF DIRECTORS

Agenda Item 6b: Minutes of the Meeting of August 16, 2023

The following is a summary of the actions taken at the Basin Management Committee Board of Directors Meeting.
The official record for the meeting is the recording that can be found at:

<https://slo-span.org/static/meetings-LOBMC.php>

Agenda Item	Discussion or Action
1. Call to Order	Chair Zimmer called the meeting to order at approximately 1:30 PM.
2. Roll Call	Daniel Heimel, Executive Director, called roll to begin the meeting. Director Gibson, Director Cesena, Director Reineke, and Chair Zimmer were present.
3. Pledge of Allegiance	(00:1:30)
4. Board Member Comments	<p><u>Board Member Discussion</u> (00:2:30)</p> <p><u>Public Comment</u> Unknown name (00:8:20) Terry Simons (00:9:40) Becky McFarland (00:11:00)</p> <p><u>Board Member Discussion</u> (00:12:00)</p>
<p>5. Special Presentation Los Osos Water Offset Study – County of San Luis Obispo, Planning and Building Department</p>	<p>Kylie Hensley (County of San Luis Obispo) Presenting (00:13:30)</p> <p><u>Board Questions/Comments</u> (00:42:00)</p> <p><u>Public Comment</u> Jeff Edwards (00:44:00) Patrick McGibney (00:49:30) Lynette Tornatzky (00:52:30) Emily Megans (00:53:30) Terry Simons (00:56:30) Linde Owen (00:59:00) Becky McFarland (1:00:00) Richard Margetson (1:04:00) Allen Godly (1:08:00)</p> <p><u>Board Discussion</u> (1:12:30)</p>
<p>6. Consent Agenda</p> <p>6a. 2023 Budget Update and Invoice Register</p> <p>6b. Approval of Minutes from June 21st, 2023 BMC Meeting</p>	<p><u>Board Action 6a and 6b</u> (1:23:00) Approve consent agenda. Motion: Director Gibson Second: Director Cesena Ayes: All Nays: None Abstain: None</p> <p><u>Public Comment</u> No comment</p>

<p>7. Public Comments on Items Not Appearing on the Agenda</p>	<p>Agenda order switch to present Item 9a prior to Item 7 and 8.</p> <p><u>Public Comment</u> Jeff Edwards (1:57:00) Patric McGibney (1:57:30) Emily Megans (2:00:00) Becky McFarland (2:01:00) Linde Owen (2:03:30) Richard Margetson (2:05:30)</p> <p><u>Board Direction</u> (2:08:00) BMC Staff to develop a comment strategy regarding the Los Osos Water Offset Study.</p>
<p>8. Executive Director's Report</p>	<p><u>Board Questions/Comments</u> (2:11:30)</p> <p><u>Public Comment</u> Terry Simons (2:23:00) Becky McFarland (2:24:30)</p> <p><u>Board Discussion</u> (2:27:30)</p>
<p>9. Action Items</p>	
<p>9a. Program C Modifications</p>	<p><u>Board Discussion</u> (1:26:00)</p> <p><u>Public Comment</u> Patrick McGibney (1:44:00) Becky McFarland (1:46:00) Terry Simons (1:49:00) Lindy O. (1:52:00)</p> <p><u>Board Action</u> (1:54:00) Approve the removal of the deferral of the 3rd Well from Program C, which does not adjust the Sustainable Yield for the Los Osos Basin. Motion: Director Gibson Second: Director Cesena Ayes: All Nays: None Abstain: None</p>
<p>10. Adjournment</p>	<p>Meeting adjourned at approximately 4:00 PM. (2:29:00) The next regularly scheduled meeting for Wednesday, September 21st, 2023.</p>

BASIN MANAGEMENT COMMITTEE BOARD OF DIRECTORS

Agenda Item 6b: Minutes of the Meeting of August 29, 2023

The following is a summary of the actions taken at the Basin Management Committee Board of Directors Meeting.
The official record for the meeting is the recording that can be found at:

<https://slo-span.org/static/meetings-LOBMC.php>

Agenda Item	Discussion or Action
1. Call to Order	Chair Zimmer called the meeting to order at approximately 1:00 PM.
2. Roll Call	Daniel Heimel, Executive Director, called roll to begin the meeting. Director Gibson, Director Cesena, Director Reineke, and Chair Zimmer were present. (00:00:30)
3. Pledge of Allegiance	(00:00:40)
4. Action Items 4a. Skyline Monitoring Well Budget Authorization	6. Board Action (00:08:50) Authorize use of \$21,660 of Contingency and Technical Support/Adaptive Management Funding to cover the additional costs for the Skyline Monitoring Well and to provide a 10% Construction Contingency. Motion: Director Gibson Second: Director Cesena Ayes: All Nays: Abstain: Public Comment None
5. Board Member Comments	Board Discussion (00:09:15) Public Comment None
6. Public Comments on Items Not Appearing on the Agenda	Public Comment (00:09:45) Jeff Edwards Board Discussion None
7. Adjournment	Meeting adjourned at approximately 1:15 PM. (00:14:00) The next regularly scheduled meeting for Wednesday, September 21 st , 2023.

TO: Los Osos Basin Management Committee

FROM: Dan Heimel, Executive Director

DATE: October 18, 2023

SUBJECT: Item 8 – Executive Director’s Report

Recommendations

Staff recommends that the Basin Management Committee (BMC) receive and file the report and provide staff with any direction for future discussions. Sections of the Executive Director’s Report that have been updated or significantly changed from the previous meeting’s version are underlined and sections of the report that have not had any recent or anticipated updates have been removed.

Discussion

This report was prepared to summarize administrative matters not covered in other agenda items and to provide a general update on staff activities.

Presentations

No recent or planned presentations

Funding and Financing Programs to Support Basin Plan Implementation

WRFP Grant: On February 11th, 2022 the Los Osos Community Services District (Los Osos CSD) submitted an application for a WRFP grant to develop a transient model and analyze recycled water and supplemental water projects to improve the sustainability of the Los Osos Basin (WRFP Study). Los Osos CSD was notified of the award of the grant in January 2023 and all the required documents were signed and fully executed. On May 17th, 2023 the BMC approved Cleath-Harris Geologist (CHG) to complete the WRFP Study and the WRFP Study is underway.

BMC Staff will continue to monitor potential additional grant funding opportunities and bring information on these opportunities to the BMC for consideration as they become available.

Status of BMC Initiatives

DWR AEM Survey: On December 2022, BMC Staff were notified that the Los Osos Basin would be included in the Department of Water Resources (DWR) upcoming Statewide Airborne Electromagnetic (AEM) Survey in Spring 2023. To assist DWR in preparing flight lines for the AEM Survey, BMC Staff provided DWR with lithologic information for the Los Osos Basin and prepared an Area of Interest Map. The data collected during the AEM survey will improve DWR and the BMC’s understanding of Los Osos Basin hydrogeology and seawater intrusion. The AEM Survey for the San Luis Obispo and Santa Barbara

County basins was initiated on April 26th, 2023, however, due to weather conditions and the need to support emergency flood response efforts elsewhere in the State, DWR was not able to complete the survey of the Los Osos Basin. DWR recently indicated that the AEM Survey for San Luis Obispo and Santa Barbara County is tentatively scheduled for November 20-21, 2023. Additional information on DWR's Statewide AEM Survey Project can be found here:

<https://water.ca.gov/Programs/Groundwater-Management/Data-and-Tools/AEM>

Sustainable Yield: At its October 27th, 2021 Meeting, the BMC unanimously approved an updated Sustainable Yield estimate of 2,380 Acre-Feet per Year (AFY) for Calendar Year 2022 and at its October 19th, 2023 Meeting, the BMC unanimously approved retaining the current Sustainable Yield estimate of 2,380 AFY for CY 2023 for the following reasons: 1) No new infrastructure, not already considered in the 2022 Sustainable Yield Estimate, has been constructed; 2) estimates for the development of the Broderson Mound and long-term average rainfall were updated and incorporated into the CY 2022 Sustainable Yield Estimate and are not anticipated to change significantly on a year-over-year basis; 3) no significant hydrogeologic investigations have been conducted that would warrant an update to the steady-state groundwater model utilized to develop the Sustainable Yield Estimate. See Agenda Item 9a of this agenda packet for recommendations for the Sustainable Yield Estimate for Calendar year 2024.

Los Osos Basin Well Database: Cleath-Harris Geologists (CHG) completed the development of the Los Osos Basin Well Database and it is currently being reviewed by the BMC Purveyors.

Basin Monitoring Program Improvement: BMC Staff are working on permitting and construction of a new monitoring well at the eastern end of Skyline Drive in 2023. At its June 21st, 2023 Meeting the BMC approved CHG to provide hydrogeologic consultant services for the Well Design and Construction Management for the Skyline Monitoring Well. On July 27th, 2023 the Los Osos CSD released the bid package for the Skyline Monitoring Well and bids were due August 24th, 2023. At its August 29th, 2023 Special Meeting, the BMC authorize the use of \$21,660 of Contingency and Technical Support/Adaptive Management Funding to cover the additional costs for the Skyline Monitoring Well and to provide a 10% Construction Contingency. Construction of the Skyline Monitoring Well is anticipated to start in late October 2023.

Basin Metric Evaluation: Analysis of potential modifications to the Basin Metric's is currently on hold. Proposed modifications to the metrics were provided to BMC Party Staff for review. However, BMC Party Staff requested that potential improvements to the existing BMC Monitoring Program (i.e. modifications to an existing wells or a new monitoring well) be evaluated prior to modifying the Basin Metrics. BMC Staff are currently working on construction of a new monitoring well at the eastern end of Skyline Drive. This new well could be incorporated into the updated Basin Metrics. Once the new monitoring well is completed, recommendations on potential modifications to the Basin Metrics will be brought to the BMC for their consideration.

Transient Groundwater Model: See update under WRF Grant above.

Lower Aquifer Nitrate Investigation: On October 19th, 2022 the BMC authorized Calendar Year (CY) 2022 funding to perform additional Nitrate Source Investigation to better understand the source of Nitrate impacting lower aquifer production wells. However, due to the inability to obtain well owner permission to sample the desired wells, much of that work was not completed in 2022. Subsequently, the Regional Water Quality Control Board (RWQCB) staff reviewed the investigation information and findings available to date and provided a presentation to the BMC at its March 15th, 2023 Meeting. BMC Party Staff is working with RWQCB Staff to identify potential additional investigations to help better inform the sources of the nitrate in the LA8 Well and additional information will be provided to the BMC, once available.

Program C Adaptive Management: At its April 20th, 2022 Meeting, the BMC approved CHG to evaluate the re-inclusion of the 3rd Well into Program C. CHG completed the evaluation of the anticipated increase to the Sustainable Yield that the 2nd and 3rd Program C Wells could provide utilizing the new criteria for calculating the Sustainable Yield approved by the BMC at their October 27th, 2021 Meeting. The results of this evaluation were presented to the BMC at its March 15th, 2023 Meeting and at its August 18th, 2023 Meeting the BMC approved the removal of the deferral of the 3rd Well from Program C.

Status of Basin Plan Implementation and Funding Plans

The BMC has requested an integrated funding plan for project implementation and BMC monitoring and administration. At its October 27th, 2021 Meeting, the BMC approved a proposal from SCI Consulting Group to provide an updated funding options analysis and assessment evaluation. SCI prepared a draft Technical Memorandum (TM), that includes evaluation of funding alternatives and findings from the funding model. The draft TM was shared with the BMC at the July 27th, 2022 Meeting and the BMC requested that Staff return with additional information on the BMC's options for moving forward. BMC Staff worked with SCI to develop a Work Plan and Budget to assist the BMC in understanding the key decision points, timelines and costs for establishing a more formal organization and funding structure. A roadmap for how the BMC could implement a special tax was provided at the October 19th, 2022 BMC Meeting and the BMC provided direction for the Executive Director to work with BMC Party Staff to further discuss different options for a JPA with or without a special tax, strategies to educate the community about the proposed tax and its benefits and bring additional information back the BMC at a future meeting. BMC Staff are evaluating different organization and funding strategies to achieve the desired objectives and will bring back additional information/recommendations to the BMC when complete.

Land Use Planning Process Update

Guide to Planning Information for Development in Los Osos:

This website is intended to provide relevant planning information and an outline of what type of development is currently allowed within Los Osos:

<https://www.slocounty.ca.gov/Departments/Planning-Building/Grid-Items/Community-Engagement/Communities-Villages/Los-Osos.aspx>

Topics covered include but are not limited to:

- Types of permit applications currently being accepted for processing
- Status of the building moratorium and waitlist for undeveloped parcels in the sewer service area (still in place)
- Status of the Communitywide Habitat Conservation Plan

Los Osos Retrofit-to-Build Program (Title 19 Water Offset Requirement) Update:

Maddaus Water Management Inc.'s study to update water usage estimates for urban and rural residences sourcing water from the Los Osos Groundwater Basin, propose new water conservation measures for the retrofit-to-build program, and estimate remaining water savings potential for the community was completed and published on June 30th, 2023. The Planning & Building Department gave a presentation on the study results at the August 16th BMC public meeting and at the August 24th Los Osos Community Advisory Council public meeting. Any amendments to Title 19 will require the review and approval of the County Board of Supervisors.

Los Osos Community Plan:

The Los Osos Community Plan (LOCP) is being reviewed by the California Coastal Commission (Commission) and a hearing date has not yet been scheduled by the Commission. In the meantime, the County is meeting with BMC and BMC Party Staff to discuss potential policy changes considering ongoing basin monitoring and Basin Plan program implementation efforts. The Los Osos Community Plan ("LOCP") update and Final Environmental Impact Report ("FEIR") considered by the Board on December 15, 2020 are available at: <https://www.slocounty.ca.gov/LosOsosPlan-1.aspx>.

LOCP Background

The Board authorized preparation of this update on December 11, 2012. A series of community outreach meetings to unveil the Community Plan were conducted in the Spring of 2015. The plan was prepared to be consistent and coordinated with the draft groundwater basin management plan and the draft Habitat Conservation Plan ("HCP"). The draft Environmental Impact Report was released on September 12, 2019; comments were due December 11, 2019. A Community Meeting on the Draft Environmental Impact Report for the LOCP, HCP, and associated Environmental Documents was held on October 28, 2019. The Final Environmental Impact Report and Public Hearing Draft were released on June 8, 2020. The Planning Commission held hearings on July 9, 2020, August 13, 2020, and October 8, 2020. At the October 8, 2020 hearing, the Planning Commission recommended approval of the Plan to the Board of Supervisors (BOS).

Los Osos Habitat Conservation Plan (HCP):

On August 2nd, 2023 the Planning & Building Department submitted the Los Osos Communitywide Habitat Conservation Plan (LOHCP) to the U.S. Fish and Wildlife Service (USFWS) for approval. The USFWS will review the LOHCP and determine whether to issue an Incidental Take Permit for impacts to Morro Shoulderband Snail, Morro Bay Kangaroo Rat, Morro Manzanita, and Indian Knob Mountainbalm species to the County. The USFWS has 60 days to respond to the submitted plan. In the coming months,

the Department will be going to the Board of Supervisors to ask for a General Fund loan to begin implementing the LOHCP through land acquisition and habitat restoration projects. This will allow the Department to accrue LOHCP credits and that can be issued as "certificates of inclusion" to mitigate against infrastructure and development project habitat impacts.

Coastal Zone Accessory Dwelling Unit (ADU) Ordinance:

On April 4th, 2023, the County BOS approved the Coastal Commission’s suggested modifications. The suggested modifications included an action to remove ADUs as an allowable use in Los Osos. The Coastal Commission certified the BOS-approved modifications on May 11th, 2023.

Please use the following link to access the recorded April 4th, 2023 BOS Meeting:

<https://www.slocounty.ca.gov/Home/Meetings-Calendar.aspx> Meetings-Calendar - County of San Luis Obispo.

The Coastal Commission’s suggested modifications approved at their February 11, 2022 Meeting are available at: <https://www.coastal.ca.gov/meetings/agenda/#/2022/2> (Agenda Item # 16a). Significant suggested modifications include not allowing ADUs within the Los Osos Groundwater Basin boundary and/or within the Los Osos Groundwater Basin Plan Area.

Los Osos Water Recycling Facility Project Update

The following table summarizes flows from the LOWRF based on the available data.

LOWRF Wastewater and Recycled Water Flows (Acre Feet)

Year	Month	Influent	Broderson	Bayridge	Sea Pines	Ag Users	Effluent
2023	Jan	46.78	50.82	1.45	0.03	0.00	55.24
2023	Feb	41.07	41.90	1.10	1.26	0.00	42.92
2023	Mar	62.28	52.37	1.19	0.02	0.00	53.58
2023	Apr	55.94	42.44	1.16	2.35	0.14	46.09
2023	May	55.07	40.84	1.23	0.21	0.34	42.62
2023	Jun	50.97	21.81	1.23	18.31	0.38	41.74
2023	Jul	53.67	40.14	1.32	4.11	0.46	47.05
2023	Aug	58.03	28.85	1.39	10.58	0.72	41.55
2023	Sept	56.67	24.48	0.92	6.23	0.75	32.49
2023	Oct						
2023	Nov						
2023	Dec						
Total		261.14	228.37	6.13	3.87	0.48	240.45

LOWRF Project Updates:

- The County is preparing recycled water connection plans for the four school sites in Los Osos and the Los Osos Community Park. The County has 100% plans for Los Osos Middle School, 100% plans for Los Osos Community Park, and 90% plans for Baywood Elementary. The County will submit the final plans to the State for review and approval. Contracts between the County, the water purveyors and the San Luis Coastal Unified School District are required prior to going out to bid for construction. Historically, the priority site for the Basin has been Los Osos Middle School and the connection will be dependent on contract negotiations and available funding. The County has received some funding through the ARPA grant program.
- The Broderson Flow Meter Project was awarded by the Board of Supervisors and the notice to proceed is expected to be given in October. The project includes a flow meter and two isolation gate valves for maintenance. The current method for calculating the volume of water at Broderson Leach Field is a calculation based on other meters in the recycled water distribution system. The flow meter will improve the accuracy of water discharged here and will be connected to the LOWRF's SCADA system through the existing local control panel. The project is funded by ARPA grant money.
- The County has completed the Recycled Water Distribution Model that evaluates existing and future uses within the recycled water system. The model identified setpoints for the future effluent pump station VFDs at the LOWRF that will result in energy savings.
- The County worked with a consultant to prepare design plans for installing VFDs on the LOWRF's effluent pumps. The project is expected to go out to bid in October. This will allow the pumps to ramp up and down based on the need in the recycled water distribution system and the plant return water supply. Currently the pumps only have the capability to run at one speed and that leads to increased wear and tear on the motor and impellers. The VFDs will be set to specific pressure setpoints that will be determined using the recycled water distribution model. The expected outcome from installing the VFDs is decreased energy consumption and recirculated water within the system.
- The County is working with PG&E and AESC on an energy audit that reviews existing energy use and operations to identify potential energy savings. The final Energy Action Plan identified two projects that could reduce energy usage at the site. A Project Feasibility Study is underway to evaluate the selected project. Implementation of the chosen project will be in Winter 2023.

Enforcement: A list of properties that were not connected were transferred to County Code Enforcement and Notice of Violations were issued last year in Feb. 2019. That list was about 70 properties. As of 5/12/2021, the sewer service area has a 99.4% connection status with a total of 36 properties not yet connected. Of those, one is not required to connect because there is no structure (demolished), 18 have expired building permits, and the rest have an open Code Enforcement case.

The County has assigned staff in code enforcement to Los Osos. Expired permits did not receive a Code Enforcement case because those properties have their own noticing process through the Building Department which, if not corrected, could result in a Notice of Violation.

Water Conservation Update

Average indoor water usage for 2021 was estimated to be 38 gpd per person and remains at that number currently. This estimate of indoor water use is calculated by dividing the average monthly influent to the Los Osos Water Recycling Facility by the estimated population (2010 Census) within the sewer system service area.

Sustainable Groundwater Management Act (SGMA)

SGMA Overview: SGMA took effect on January 1, 2015.¹ SGMA provides new authorities to local agencies with water supply, water management or land use responsibilities and requires various actions be taken in order to achieve sustainable groundwater management in high and medium priority groundwater basins. Los Osos Valley Groundwater Basin (Los Osos Basin) was subject to SGMA based on the 2014 Basin Prioritization by the California Department of Water Resources (DWR) that listed the Los Osos Basin as high priority and in critical conditions of overdraft.²

Basin Prioritization: On December 18, 2019, DWR released the SGMA 2019 Basin Prioritizations. Basins or subbasins reassess to low or very low priority basins or subbasins are not subject to SGMA regulations. A summary of DWR's Final SGMA Prioritizations for the Los Osos Area Subbasin and Warden Creek Subbasin are listed below:

- Los Osos Area Subbasin is listed as **very low** priority for SGMA³ and in critical conditions of overdraft⁴
- SGMA does not apply to the portions of Los Osos Basin that are adjudicated provided that certain requirements are met (Water Code §10720.8).
- Warden Creek Subbasin is listed as **very low** priority for SGMA³

For more information on DWR's basin boundary modification and prioritization process, please visit: <https://water.ca.gov/Programs/Groundwater-Management/Basin-Prioritization>

Additional Attachments:

1. Updated Status of Basin Plan Programs

¹ On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of [AB 1739 \(Dickinson\)](#), [SB 1168 \(Pavley\)](#), and [SB 1319 \(Pavley\)](#), collectively known as SGMA

² SGMA mandates that all groundwater basins identified by DWR as high- or medium-priority by January 31, 2015, must have groundwater sustainability agencies established by June 30, 2017. The act also requires that all high- and medium-priority basins classified as being subject to critical conditions of overdraft in Bulletin 118, as of January 1, 2017, be covered by groundwater sustainability plans, or their equivalent, by January 31, 2020. Groundwater sustainability plans, or their equivalent, must be established for all other high- and medium-priority basins by January 31, 2022.

³ As noted by DWR, the priority for the subbasin has been set to very low (0 total priority points) as a result of conditions being met under sub-component C of the Draft SGMA 2019 Basin Prioritizations.

⁴ Critical conditions of overdraft have been identified in 21 groundwater basins as described in Bulletin 118 (Water Code Section 12924). Bulletin 118 (updates 2003) defines a groundwater basin subject to condition of critical overdraft as: "A basin is subject to critical conditions of overdraft when continuation of present water management practices would probably result in significant adverse overdraft-related environmental, social, or economic impacts."

Update on Status of Basin Plan Infrastructure Projects

Program Name	Project Name	Parties Involved	BMC Budgeted Amount	Funding Status	Anticipated Planning/Pre-Construction Cost	Anticipated Capital Cost	Status/Notes
Program A – Shift groundwater production from Lower Aquifer to Upper Aquifer	Water Systems Interconnection	LOCS D/ GSWC	NA	NA	NA	NA	Completed
	Upper Aquifer Well (8 th Street)	LOCS D	NA	Fully Funded	NA	\$307,000	Completed
	South Bay Well Nitrate Removal	LOCS D	NA	NA	NA	NA	Completed
	Palisades Well Modifications	LOCS D	NA	NA	NA	NA	Completed
	Blending Project (Skyline Well)	GSWC	NA	NA	NA	NA	Completed
	Water Meters	S&T	NA	NA	NA	NA	Completed
Program B - Shift groundwater production from Lower Aquifer to Upper Aquifer	LOCS D Wells (Upper Aquifer)	LOCS D		Not Funded	TBD	BMP: \$2.7 mil	Project not initiated
	GSWC Wells (Upper Aquifer)	GSWC		Not Funded	TBD	BMP: \$3.2 mil	Project not initiated
	Community Nitrate Removal Facility	LOCS D/GSWC/S&T	TBD	Partial, GSWC portion funded	TBD	GSWC: \$1.23 mil	GSWC’s Program A Blending Project might be capable of expanding to be the first phase of the Program B Community Nitrate Removal Facility.
Program C - Shift production within the Lower Aquifer from the Western Area to the Central Area of the Basin	Expansion Well No. 1 (Los Olivos)	GSWC	NA	NA	NA	NA	Completed
	Expansion Well No. 2 (Lower Aquifer)	LOCS D		LOCS D	TBD	BMP: \$2.5 mil	<u>The well construction is complete and the water transmission main and well equipping design and construction activities are currently underway. Completion of all phases of the project is estimated to occur in June 2024.</u>
	Expansion Well 3 (Lower Aquifer) and LOVR Water Main Upgrade	GSWC/LOCS D		Cooperative Funding	TBD	BMP: \$1.6 mil	
	LOVR Water Main Upgrade	GSWC		May be deferred	TBD	BMP: \$1.53 mil	Project may not be required, depending on the pumping capacity of the drilled Program C wells. It may be deferred to Program D.
	S&T/GSWC Interconnection	S&T/ GSWC		Pending	TBD	BMP: \$30,000	Currently on hold pending further evaluation of the project.
Program D - Shift production within the Lower Aquifer from the Western Area to the Eastern Area of the Basin							Currently being considered for deferment through Adaptive Management. BMC to review on an annual or semi-annual basis.
Program M – Groundwater Monitoring Plan	New Zone D/E lower aquifer monitoring well in Cuesta by the Sea	All Parties	NA	NA	NA	NA	Completed

Program Name	Project Name	Parties Involved	BMC Budgeted Amount	Funding Status	Anticipated Planning/Pre-Construction Cost	Anticipated Capital Cost	Status/Notes
Program U - Urban Water Reinvestment Program	Creek Discharge Program	All Parties				TBD	These activities are currently on hold.
	8 th and El Moro Urban Storm Water Recovery Project	All Parties				TBD	These activities are currently on hold.

TO: Los Osos Basin Management Committee

FROM: Dan Heimerl, Executive Director

DATE: October 18, 2023

SUBJECT: Item 9a – Calendar Year 2024 Sustainable Yield Estimate

Recommendations

Receive information on the Sustainable Yield calculations and approve the proposed Sustainable Yield estimate of 2,380 AFY for Calendar Year 2024; or provide alternate direction to staff.

Discussion

Background

In the Stipulated Judgement (SJ) and the Basin Plan, the BMC Parties agreed on a framework and methodology for estimating and updating the Sustainable Yield for the Los Osos Basin (Basin), referred to as Sustainable Yield_x, where “X” represents the Sustainable Yield estimate for that year. The SJ and Basin Plan require the BMC to annually evaluate, confirm and set the Sustainable Yield_x based on the best available data and evidence.

On October 27th, 2021 the BMC established an updated Sustainable Yield Estimate of 2,380 AFY for the Los Osos Basin. This estimate was based on updated criteria for calculating the Sustainable Yield Estimate, which is outlined below:

1. **Seawater Intrusion Threshold** - Utilizing the Adaptive Method for limiting the extent of seawater intrusion does not allow seawater to intrude farther inland during the calculation of the Sustainable Yield for the Basin. This approach establishes that further degradation of the Basin is an undesirable affect and basin pumping should be managed to, at a minimum, not further degrade the basin and with the goal (Basin Yield Metric 80 pumping target) of reversing seawater intrusion and pushing the seawater intrusion front back toward the Bay.
2. **Broderson Mound** - Sustainable Yield calculations should be performed based on the actual estimates of the development of the Broderson Mound. Based on the best available information that we have, it is estimated that the Broderson Mound is approximately 50% developed and incorporating this assumption into the Sustainable Yield calculation helps identify the amount of pumping that can be sustainably achieved under current conditions.
3. **Available Infrastructure** – The calculation of Sustainable Yield Estimate should account for currently available infrastructure and infrastructure that is anticipated to be available for the majority of the upcoming year.
4. **Precipitation** – BMC Staff reviewed the rainfall assumptions in the Sustainable Yield calculation and recommends utilizing 17.3 inches per year as the long-term average rainfall for the basin.

This recommendation is based on an evaluation of two different datasets using the latest available rainfall data for the basin. Additional information on the rainfall evaluation is provided in Item 8b of the 9/29/2021 BMC Agenda Packet.

Additional information on the methodology and assumptions utilized to calculate the 2,380 AFY Sustainable Yield Estimate can be found in Agenda Item 9a of the October 27th, 2021 BMC Meeting Agenda Packet (attached).

Calendar Year 2024 Sustainable Yield Estimate

Prior to the beginning of Calendar Year 2024, the BMC is tasked with establishing a Sustainable Yield estimate for 2024. For Calendar Year 2024 BMC Staff is recommending that the BMC retain the current Sustainable Yield estimate of 2,380 AFY for CY 2024 for the following reasons: 1) No new infrastructure, not already considered in the 2,380 AFY Sustainable Yield Estimate, has been constructed; 2) estimates for the development of the Broderson Mound and long-term average rainfall were updated and incorporated into the 2,380 AFY Sustainable Yield Estimate and are not anticipated to change significantly on a year-over-year basis; 3) no significant hydrogeologic investigations have been conducted that would warrant an update to the steady-state groundwater model utilized to develop the Sustainable Yield Estimate.

Attachment

Agenda Item 9a – October 27th, 2021 BMC Meeting

TO: Los Osos Basin Management Committee

FROM: Dan Heimel, Executive Director

DATE: October 27, 2021

SUBJECT: Item 8a – Sustainable Yield_x Methodology Review and Recommendations

Recommendations

BMC Staff recommends that the BMC: 1) receive information on the updated Sustainable Yield_x calculations and approve the proposed Sustainable Yield estimate of 2,380 AFY for Calendar Year 2022 based on the findings provided below; or 2) provide alternate direction to staff.

BMC Staff proposes establishing the Sustainable Yield estimate for Calendar Year 2022 (Sustainable Yield₂₀₂₂) as 2,380 AFY, based on the following justification:

1. Seawater Intrusion Threshold - Utilizing the Adaptive Method for limiting the extent of seawater intrusion does not allow seawater to intrude farther inland during the calculation of the Sustainable Yield for the Basin. This approach establishes that further degradation of the Basin is an undesirable affect and basin pumping should be managed to, at a minimum, not further degrade the basin and with the goal (Basin Yield Metric 80 pumping target) of reversing seawater intrusion and pushing the seawater intrusion front back toward the Bay.
2. Broderson Mound - Sustainable Yield calculations for 2022 should be performed using the assumption that the Broderson Mound is only 50% developed. Based on the best available information that we have, it is estimated that the Broderson Mound is approximately 50% developed and incorporating this assumption into the Sustainable Yield calculation helps identify the amount of pumping that can be sustainably achieved under anticipated conditions in 2022.
3. Available Infrastructure – The calculation of Sustainable Yield₂₀₂₂ accounts for currently available infrastructure and infrastructure that is anticipated to be available for the majority of 2022.
4. Precipitation – BMC Staff reviewed the rainfall assumptions in the Sustainable Yield calculation and recommends utilizing 17.3 inches per year as the long-term average rainfall for the basin. This recommendation is based on an evaluation of two different datasets using the latest available rainfall data for the basin. Additional information on the rainfall evaluation is provided in Item 8b of the 9/29/2021 BMC Agenda Packet.

Discussion

Background

In the Stipulated Judgement (SJ) and the Basin Plan, the BMC Parties agreed on a framework and methodology for estimating and updating the Sustainable Yield for the Los Osos Basin (Basin), referred

to as Sustainable Yield_x, where “X” represents the Sustainable Yield estimate for that year. The SJ and Basin Plan require the BMC to annually evaluate, confirm and set the Sustainable Yield_x based on the best available data and evidence. At the July 21, 2021 BMC Meeting, the BMC directed staff to review the Sustainable Yield estimate and to bring back recommendations for how to calculate the Sustainable Yield_x. At the September 29th BMC Meeting, the BMC directed staff to calculate Sustainable Yield₂₀₂₂ estimates using the Historic Method threshold for seawater intrusion—which allows seawater to intrude farther inland before stabilizing—and proposed Adaptive Method threshold for seawater intrusion—which limits seawater intrusion in the Sustainable Yield calculations to current extents—and provide them to the BMC for consideration. Additional information on the seawater intrusion threshold criteria and other key assumptions in the Sustainable Yield calculations are provided in Item 8b of the 9/29/2021 BMC Agenda Packet.

Based on the direction provide by the BMC, BMC Staff developed updated Sustainable Yield calculations, which are described below. During the development of the updated Sustainable Yield calculations, BMC Staff identified a methodology that allows for a more accurate representation of the development of the Broderson Mound, a critical component of the Basin Plan strategy for stopping and pushing back seawater intrusion in the basin. To help illustrate the impact that the Broderson Mound has on the Sustainable Yield estimate, multiple scenarios were run that represent a Broderson Mound that is 50% (current estimated level of development), 75% and 100% developed. The table below provides a summary of the Sustainable Yield scenarios and the Sustainable Yield estimates and Basin Yield Metric values associated with each scenario.

Table 1. Sustainable Yield Scenario Summary

Scenario	Seawater Intrusion Front ¹	Rainfall ²	Broderson Mound	Available Infrastructure ³	Sustainable Yield (AFY)	Basin Yield Metric ⁴
1	Historic Method	17.3 inches per year	100% Developed	2022 Infrastructure	2,650	0.76
2	Adaptive Method	17.3 inches per year	100% Developed	2022 Infrastructure	2,510	0.80
3	Adaptive Method	17.3 inches per year	75% Developed	2022 Infrastructure	2,450	0.82
4	Adaptive Method	17.3 inches per year	50% Developed	2022 Infrastructure	2,380	0.84

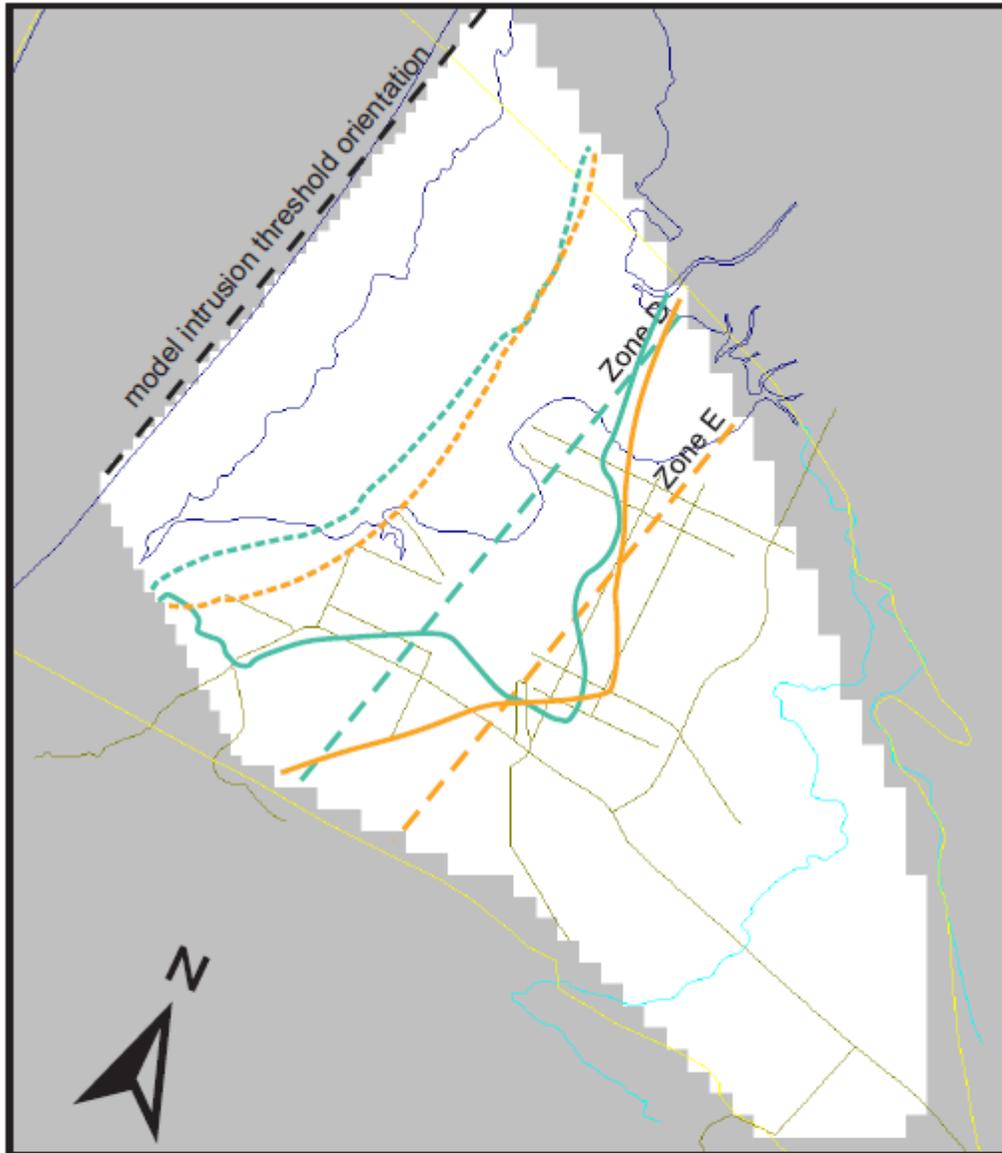
¹Historic Method allows seawater to intrude farther inland before stabilizing. Adaptive Method restricts the intrusion of seawater in the basin to current extents for purposes of calculating the Sustainable Yield

²Rainfall assumption based an updated evaluation of rainfall for the Los Osos Basin, additional information is provided in Item 8b of the 9/29/2021 BMC Agenda Packet.

³Available infrastructure represents the infrastructure anticipated to be available in Calendar Year 2022 (e.g. the Los Osos Community Services District’s 8th Street Upper Well is assumed to be available in 2022 as it is anticipated to be online in Q1 2022).

⁴Basin Yield Metric calculated using basin production estimate of 2,010 AFY (2020 Annual Monitoring Report)

Additionally provided are figures that illustrate the modeled location of the seawater intrusion front under the various scenarios. Figure 1 illustrates the estimated location of the seawater intrusion front, using the Historic Method threshold for seawater intrusion (i.e. allowing seawater to intrude farther inland than current extents) for Zones D and E, as well as the anticipate location of the seawater intrusion front if pumping within the Basin was limited to 80% of the Sustainable Yield estimate (i.e. BYM 80). It should be noted that when pumping is limited to 80% of the Sustainable Yield the model predicts the seawater intrusion front will be pushed back toward the Bay.



Scale 1" = 4000 feet

- Zone D 250 mg/L isochlor
- Intrusion Front Threshold
 - BYM100 (2,650 AFY)
 - ... BYM80 (2,120 AFY)
- Zone E 250 mg/L isochlor
- Intrusion Front Threshold
 - BYM100 (2,650 AFY)
 - ... BYM80 (2,120 AFY)

Figure 1

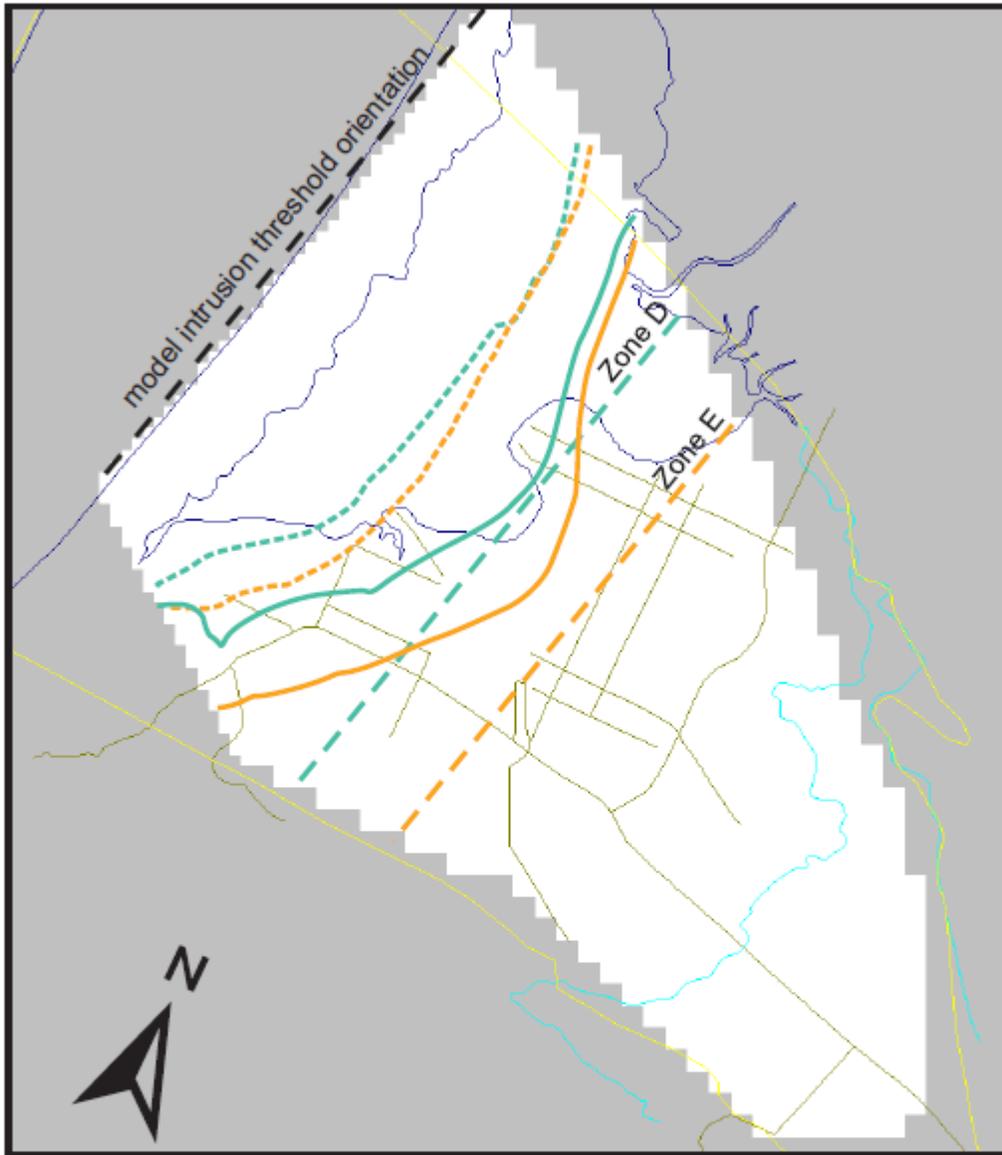
Seawater Intrusion
2022 Sustainable Yield
Historical Method
Broderson 100%

Cleath-Harris Geologists

Figure 1. Historic Method Sustainable Yield Calculation (100% Broderson Mound development)

Figure 2 illustrates the estimated location of the seawater intrusion front, using the Adaptive Method threshold for seawater intrusion (i.e. limiting intrusion to current extents) for Zones D and E, as well as

the anticipate location of the seawater intrusion front if pumping within the Basin was limited to 80% of the Sustainable Yield estimate (i.e. BYM 80).



Scale 1" = 4000 feet

- Zone D 250 mg/L isochlor
- Intrusion Front Threshold
 - BYM100 (2,380 AFY)
 - BYM80 (1,904 AFY)
- Zone E 250 mg/L isochlor
- Intrusion Front Threshold
 - BYM100 (2,380 AFY)
 - BYM80 (1,904 AFY)

Figure 2

Seawater Intrusion
2022 Sustainable Yield
Adaptive Method
Broderson 50%

Cleath-Harris Geologists

Figure 2. Adaptive Method Sustainable Yield Calculation (50% Broderson Mound development)

Based on review of these results and extensive discussion with BMC Party Staff, BMC Staff recommends that the BMC establish the Sustainable Yield for the year 2022 (Sustainable Yield₂₀₂₂) as 2,380 AFY (Scenario 4), based on the following reasons:

1. Seawater Intrusion Threshold - Utilizing the Adaptive Method for limiting the extent of seawater intrusion does not allow seawater to intrude further inland during the calculation of the Sustainable Yield for the Basin. This approach establishes that further degradation of the Basin is an undesirable affect and basin pumping should be managed to at a minimum not further degrade the basin and with the goal (Basin Yield Metric 80 pumping target) of reversing seawater intrusion and pushing the seawater intrusion front back toward the Bay.
2. Broderson Mound - Sustainable Yield calculations for 2022 should be performed using the assumption that the Broderson Mound is only 50% developed. Based on the best available information that we have, it is estimated that the Broderson Mound is approximately 50% developed and incorporating this assumption into the Sustainable Yield calculation helps identify the amount of pumping that can be sustainably achieved under anticipated conditions in 2022.
3. Available Infrastructure – The calculation of Sustainable Yield₂₀₂₂ accounts for currently available infrastructure and infrastructure that is anticipated to be available for the majority of 2022.
4. Precipitation – BMC Staff reviewed the rainfall assumptions in the Sustainable Yield calculation and recommends utilizing 17.3 inches per year as the long-term average rainfall for the basin. This recommendation is based on an evaluation of two different datasets using the latest available rainfall data for the basin. Additional information on the rainfall evaluation is provided in Item 8b of the 9/29/2021 BMC Agenda Packet.

Proposed Sustainable Yield Update Process

To meet the requirements of the SJ to determine the Sustainable Yield_x on an annual basis the following process is proposed for updating the Sustainable Yield.

1. Beginning in July of a given year, BMC Staff will evaluate the Sustainable Yield_x for the upcoming year based on changes in Basin Plan infrastructure, groundwater inflow or outflow parameters, the understanding of hydrogeologic or geologic features in the basin or other factors.
2. BMC Staff will then provide a recommendation to the BMC on Sustainable Yield_x for the upcoming year and the reasoning for that recommendation.
 - a. If the recommendation is to modify the Sustainable Yield_x, then recommendations for which parameters to modify from the previous Sustainable Yield_x will be provided.
 - i. If the BMC approves the recommended modifications to the Sustainable Yield_x, BMC Staff will perform the updated Sustainable Yield_x calculations and bring the results back to the BMC for consideration and approval.
 - ii. If the updated Sustainable Yield_x results are unanimously approved by the BMC then the updated Sustainable Yield_x will be documented in the Annual Report for that Year and used for calculation of the Basin Yield Metric, Basin Development Metric and Purveyor Pool for the upcoming year.

- b. If the recommendation is to not modify the Sustainable Yield_x and the BMC agrees, then the Sustainable Yield_x will remain the same as the previously approved Sustainable Yield_x by the BMC.
- c. If the BMC cannot come to unanimous agreement of whether or not to modify the Sustainable Yield_x then the Sustainable Yield_x will remain the same as the previously approved Sustainable Yield_x and the BMC will provide direction to Staff on how to proceed.

An example timeline for the envisioned process of updating the Sustainable Yield_x and incorporating it into the BMC monitoring, management and Annual Monitoring Report processes is outlined below:

1. July 2021 BMC Staff begins evaluation of Sustainable Yield₂₀₂₂
2. BMC Staff presents recommendations for Sustainable Yield₂₀₂₂
3. Before January 2022 BMC approves Sustainable Yield₂₀₂₂
4. Sustainable Yield₂₀₂₂ used to establish Purveyor Pool for 2022
5. Sustainable Yield₂₀₂₂ incorporated into Basin Yield and Basin Development Metric calculations for 2022 Annual Monitoring Report (AMR)
6. Sustainable Yield₂₀₂₂ described in 2021 AMR

It is additionally recommended that, if the BMC agrees upon a Sustainable Yield₂₀₂₂ estimate, that a Sustainable Yield₂₀₂₁ estimate be calculated utilizing the same methodology and key assumptions for use in the 2021 AMR Basin Yield Metric and Basin Development Metric calculations.

TO: Los Osos Basin Management Committee

FROM: Dan Heimerl, Executive Director

DATE: October 18, 2023

SUBJECT: Item 9b – Los Osos Creek Stream Gage Rating Curve

Recommendations

Receive the Draft Los Osos Creek Rating Curve Development and Stage Data Processing Technical Memorandum.

Discussion

In its Calendar Year 2023 Budget, the BMC approved development of an updated rating curve for the Los Osos Creek Stream Gage to better quantify the amount of water flowing in Los Osos Creek. A rating curve, also known as a stage-discharge relation, is a correlation between the stage of a stream at a gage location and the associated flow in the channel. Previously, there was limited flow and corresponding stage data available to develop estimates of flow in the creek. However, with the above average rainfall received in 2023, Cleath-Harris Geologists (CHG) was able to collect numerous flow measurements over a range of flow rates and develop an updated rating curve for Los Osos Creek. The methodology for data collection and resulting Rating Curve and historic stage data processing for Los Osos Creek is described in the attached Draft Los Osos Creek Rating Curve Development and Stage Data Processing Technical Memorandum. The updated Rating Curve will be an essential tool for allowing the BMC to better understand how much water is flowing in Los Osos Creek and estimate the amount of recharge that it is providing the Los Osos Groundwater Basin. Additionally, the Rating Curve will be utilized to develop the Los Osos Creek streamflow inputs for the Transient Groundwater Model, currently under development.

Attachments

Draft Los Osos Creek Rating Curve Development and Stage Data Processing Technical Memorandum



Technical Memorandum

Date: October 3, 2023

From: Spencer Harris, HG 633

To: Dan Heimel, P.E.

SUBJECT: Los Osos Creek Rating Curve Development and Stage Data Processing

Cleath-Harris Geologists (CHG) has completed the development of a rating curve for the Los Osos Creek stream gage at Los Osos Valley Road (Station 751; Figure 1). The purpose of the rating curve is to allow historical stage data (in feet), which is typically available at 15-minute intervals, to be converted into daily flow (in cubic feet per second). The daily flow data can then be compiled into seasonal or annual flow volumes (in acre-feet) for use in calibrating a transient groundwater flow model and for basin water balance applications. This memorandum presents the results of rating curve development and of the stage data processing.

Background

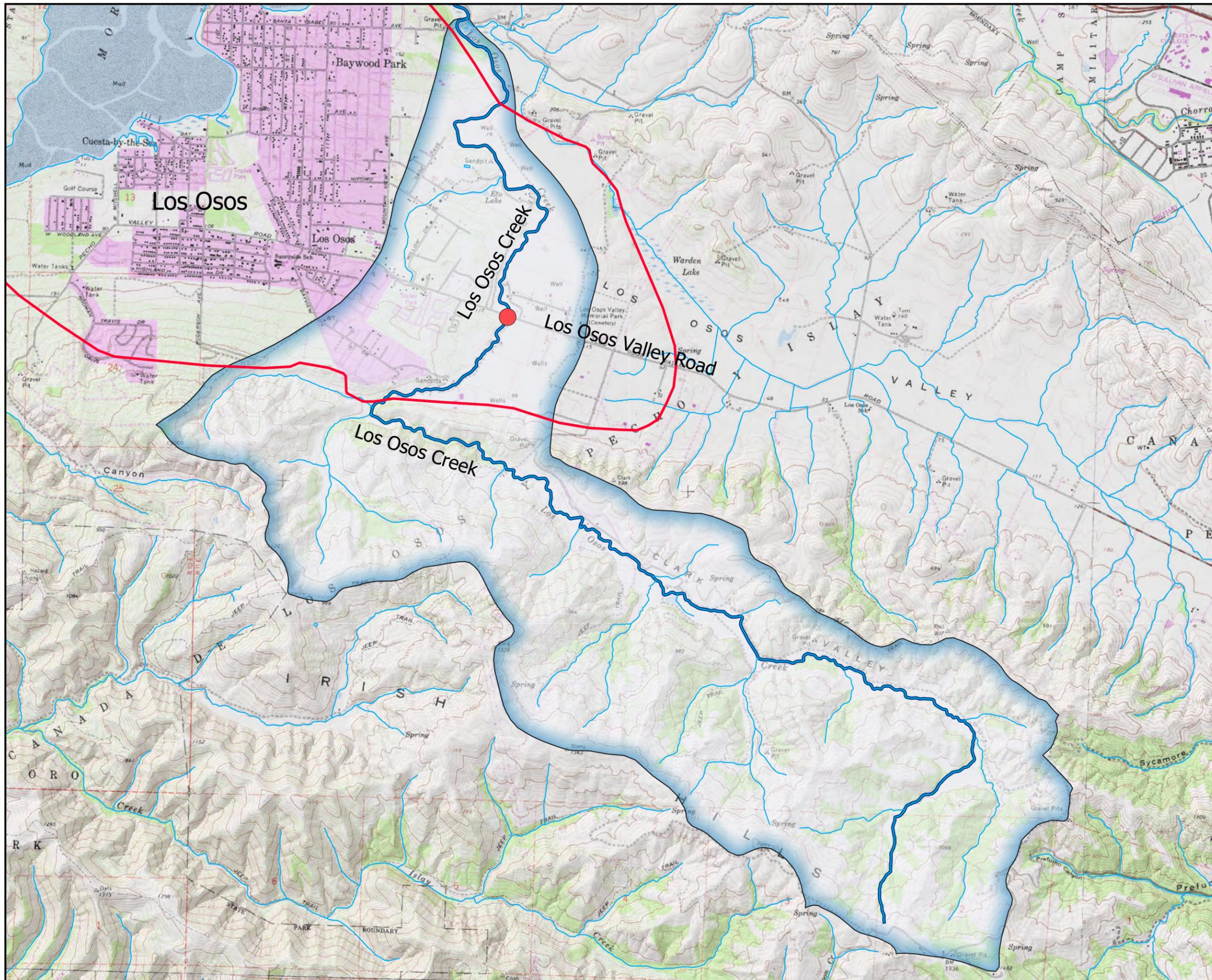
A rating curve, also known as a stage-discharge relation, is a correlation between the stage of a stream at a gage location and the associated flow in the channel. Depending on the nature of the channel and physical controls on flow at the gage site, a rating curve may be approximated by a mathematical equation that covers the full range of flow, or it may involve curve segments, each with its own equation. In addition, a rating curve may be relatively permanent if the channel and other physical controls on flow are stable, or it may be subject to shift and require periodic updates.

A rating curve for a stream gage is developed by concurrently measuring flow and stage at the gage location over the expected range of stages for the gage. Stream stage (and flow) typically peaks during, or following, a storm event, depending on factors such as the intensity and distribution of rainfall over the watershed, the antecedent soil moisture content, and the location of the stage measurements.

Methodology

The most practical method for measuring streamflow in natural channels is the velocity-area method, which has the following computation¹:

¹ Turnipseed, D.P. and Sauer, V.B., 2010. Discharge Measurements at Gaging Stations, USGS Techniques and Methods 3-A8.



Explanation

- County Gage Station 751
- Los Osos Creek
- Streams and Creeks
- Los Osos Basin Boundary
- Los Osos Creek Watershed Boundary

Figure 1
Los Osos Creek Watershed and
Stream Gage Location
Rating Curve TM
Los Osos BMC

Cleath-Harris Geologists

0 3,000 6,000 ft



Basemap: USGS Topographic Maps



$$Q = \sum_{i=1}^n (a_i v_i) \quad (1)$$

where:

Q = total discharge (reported in cubic feet per second).

a_i = cross-sectional area of flow for the i th segment of the n segments into which the cross section is divided (square feet), and

v_i = the corresponding mean velocity of flow normal to the i th segment (feet per second).

The conceptual model for the velocity area-method is shown below. A stream is divided into segments, each with an individual area and velocity, which are then multiplied and summed using the above equation.

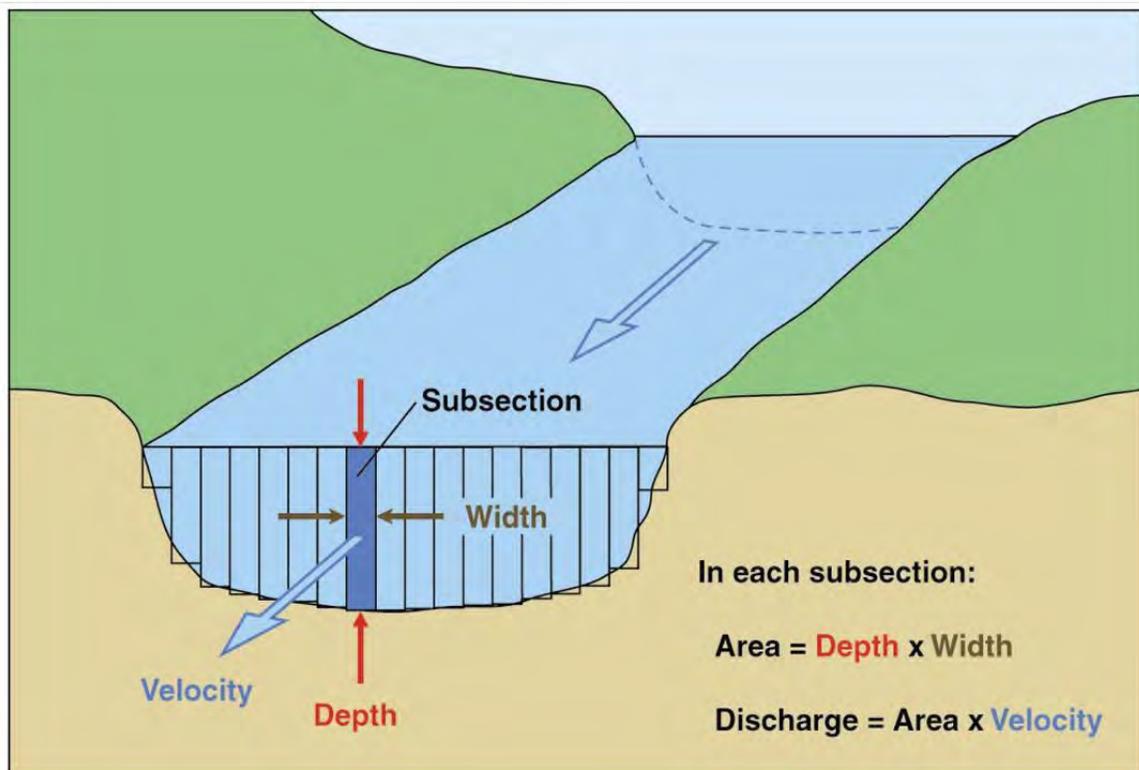


Diagram of Channel cross-section with segments for discharge computation (USGS)

In natural channels, stream gages are used to record stage (feet), which is the height of water in the stream above an arbitrary point, usually at or below the stream bed. The stage is then converted to streamflow through the use of a rating curve, or stage-discharge relation. A rating curve incorporates information collected that is specific to each site, including the cross-sectional area of the channel and the average velocity for a given flow stage. These rating curves are developed using depth profiles and average flow velocity measurements during storm-runoff events. Rating



curves may need to be revised periodically as they can shift due to changes in channel geometry. Measuring average flow velocity across a channel at different stream stages is the most challenging part of developing a rating curve.

Equipment

Flow measurements were obtained by CHG staff equipped with an OTT MF-PRO solid-state electromagnetic flow meter and automatic depth sensor. The equipment measures both water depth and velocity and includes a data logger that computes total discharge based on USGS methods and stores the measurements electronically. Stage measurements were obtained from the County on-line ALERT system, which posts stream stage measurements collected at 15-minute intervals from an in-stream bubbler and recorder system at the gage site (Station 751).

Data Collection

Stream discharge measurements were performed by CHG staff on January 6, February 24, March 10, and May 8, 2023. Discharge measurements were taken along a transect situated upstream of the bridge or from the bridge deck during high flows. The procedure involved dividing the stream into segments and measuring flow at two depths per segment in accordance with the flow meter manufacturer guidelines², which are based on USGS standards. Stage data was obtained from the ALERT system, as previously mentioned.

In addition to the recent flow and stage data, discharge measurements and corresponding stage data documented by the County of San Luis Obispo between 1976 and 2001 were compiled, along with data from flow surveys conducted by CHG at the gage site in 2009 and 2010.

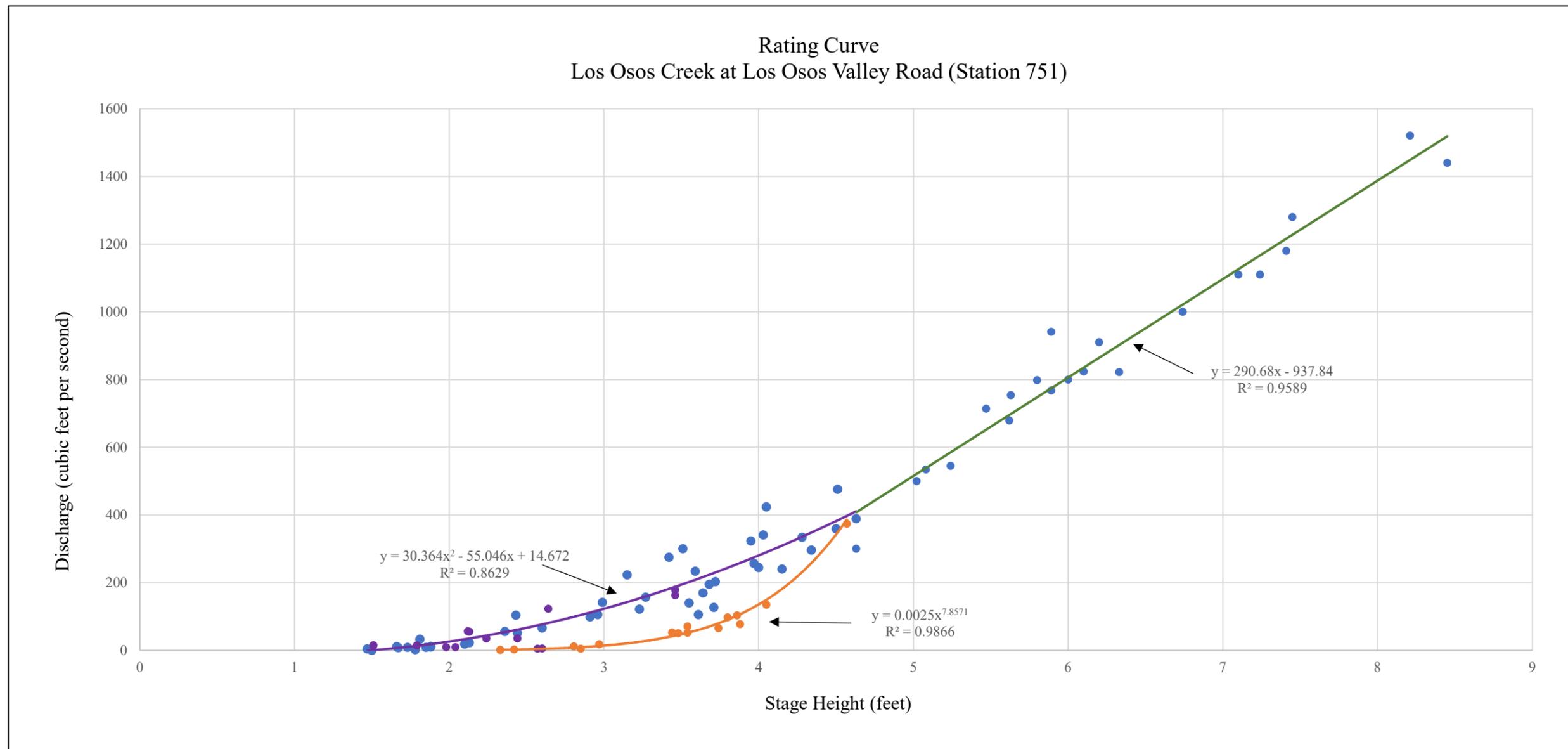
Rating Curve Equations

The Los Osos Creek rating curve is shown in Figure 2, and characterizes both historical and current stage-discharge relation. Equations for three separate curves were derived for the rating curve, two curves based on historical data and one curve for current data.

Historical Data (1976-2010)

To achieve an optimal correlation between historical data points, the rating curve was modeled using two regression equations. One equation (2) takes the form of a polynomial regression, encompassing stage values ranging from 1.35 feet (estimated historical channel bottom reference) to 4.7 feet stage height.

² OTT HydroMet. 2020. MF Pro Operating Instructions, Edition 8, DOC026.53.80211, July 2020.



- 1976-2001 Discharge Data
- 2009-2010 Discharge Data
- 2023 Discharge Data
- Rating Curve (years 1976-2020) up to 4.7' stage
- Rating Curve (all years) above 4.7' stage
- Rating Curve (years 2021-2023) up to 4.7' stage

Figure 2
Rating Curve
Los Osos Creek (Station 751)
Rating Curve TM
Los Osos BMC

Cleath-Harris Geologists



$$y = 30.364x^2 - 55.046x + 14.672 \quad (2)$$

Where:

x = stage height (feet)

y = stream flow (cubic feet per second)

The other equation (3) is represented by a linear regression that applies to stage readings above 4.7 feet.

$$y = 290.68x - 937.84 \quad (3)$$

Current Data (2023)

Data collected during the 2023 water year indicates a shift from the historical rating curve for flows below 200 cubic feet per second, merging with the historical curve as flows approach 400 cubic feet per second. Flows measured in 2023 can be fit into an exponential regression model characterized by equation (4) below, which replaces equation (2) for stage values ranging from 1.9 feet (current channel bottom reference) to 4.7 feet stage height.

$$y = 0.0025x^{7.8571} \quad (4)$$

Stage Data Processing (2008-2023)

The historical stream flow data for Los Osos Creek is available from 1976 through 2002³ and does not require processing. Beginning in the 2007-08 water year, and continuing through 2023, only the stage data collected by San Luis Obispo County is available⁴. This stage data was processed by applying the above rating curve equations to generate flow records.

Equation (3) was applied to stage data above 4.7 feet for all years. For stage data up to 4.7 feet, CHG determined through empirical testing that Equation (2) should apply to stage data from 2008 through 2020, with Equation (4) applying to data beginning in water year 2021. The application of equation (4) to stage data beginning in water year 2021 also coincided with stream channel work performed by the County. Results of stage data processing are summarized in Table 1 and Table 2. Available flow records for years with stage data processed by CHG are included as an appendix.

3 San Luis Obispo County Public Work Department, 2005. Water years 2001-02 and 2002-03 Hydrologic Report, Final Report dated May 16, 2005.

4 Public Works San Luis Obispo, 2023. Stream Stage data for Station 751, <https://wr.slocountywater.org/>



**Table 1. Estimated Annual Stream Flow
Los Osos Creek at Los Osos Valley Road (Station 751)**

<u>Water Year</u>	<u>Stream Flow (acre-feet)</u>		<u>Water Year</u>	<u>Stream Flow (acre-feet)</u>	
1976	110	1	2000	2,540	
1977	0		2001	2,470	
1978	8,810		2002	0	
1979	1,240		2003		13
1980	3,890	2	2004		14
1981	1,630		2005		15
1982	2,390	3	2006		16
1983		4	2007		17
1984	2,110		2008	235	18
1985	1,920		2009	0	19
1986	11,850	5	2010	2,013	20
1987		6	2011	5,824	21
1988		7	2012	85	
1989		8	2013	49	
1990		9	2014	0	
1991		10	2015	0	22
1992		11	2016	29	23
1993		12	2017	7,786	24
1994	497		2018	288	
1995	19,270		2019	1,146	
1996	1,740		2020	128	25
1997	3,020		2021	2,881	26
1998	7,340		2022	2,250	27
1999	505		2023	15,426	28,29

¹ gage put into operation in February

² missing data for one day in February

³ missing data for various days in February, March and April

⁴ only visual observations were available for this year

⁵ missing data for the end of February and beginning of March

⁶⁻¹⁷ no data available for these years

¹⁸⁻²⁸ missing data for various days (reference tables attached)

²⁹ stage adjusted +0.8 March 10-29 per field observation and County notes



**Table 2. Stream Flow Summary
Los Osos Creek at Los Osos Valley Road (Station 751)**

<u>From Estimated Annual Stream Flow Records (Table 1)</u>		
Average Flow:	3,128	AFY
Median Flow:	1,740	AFY
Minimum Flow (multiple years):	0	AFY
Maximum Flow (1995):	19,270	AFY

The annual flows in Table 1 between 1976 and 2002 are from the 2005 County Hydrologic Study. The flows reported beginning in 2008 are from stage data processed using the rating curve equations. Stream flow summary information in Table 2 is for the entire period of record (1976-2023).

Rainfall Data Correlation

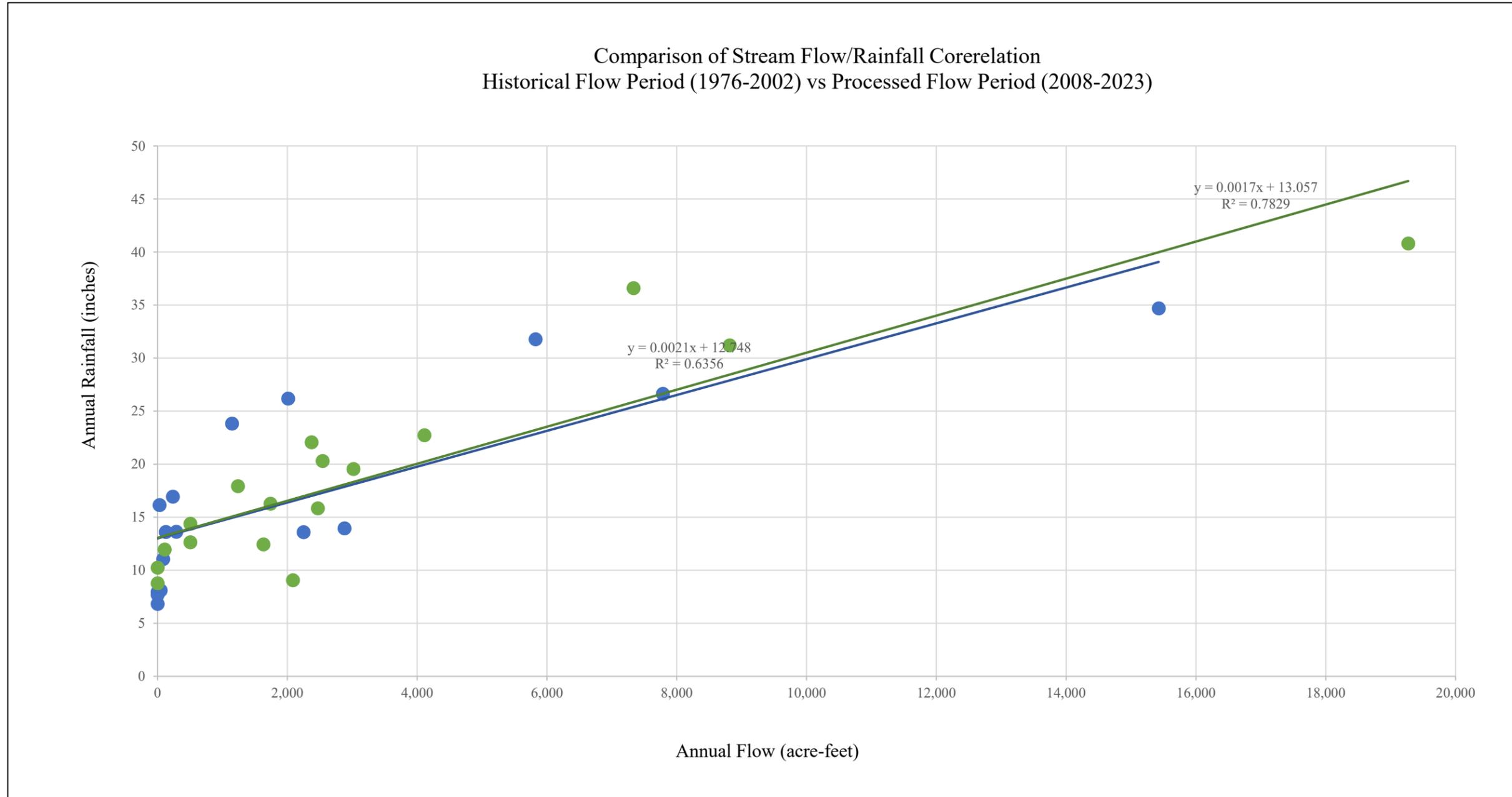
As a general check on the validity of the rating curve equations and processed stage data, correlations between rainfall and stream flow were compared for two periods, the historical flow data period (1976-2002) and the processed flow data period (2008-2023). Results of the comparison are shown in Figure 3.

The slope and location of the linear regression correlations between rainfall and stream flow are very similar between the historical flow period and the processed flow period. This would be expected for flow data collected at the same location within the same watershed. The individual scatter between years is normal, as monthly rainfall distributions vary, but the long-term correlation over a period of years depends primarily on the soils, ground cover, and slopes of the upper watershed, which wouldn't have changed significantly. Therefore, the close match between the trendlines supports the validity of the rating curve equations, as applied to the stage data between 2008 and 2023.

Data scatter relative to the rating curve equations is observed in Figure 2, which is typical for stage-discharge plots. The flow estimates obtained with rating curves are less accurate for individual days, and become more accurate when compiled into seasonal totals.

Rating Curve Updates

Rating curve Equation (3) for high flows is likely to remain valid as long as the stage reference elevation is not changed and the bridge over Los Osos Creek is not altered. Rating equation (4) for low flows, however, can change significantly with changes to the creek bed. A periodical check (every 2-3 years) to update the low flow rating curve is recommended.



- Processed Flow Period (2008-2023)
- Historical Flow Period (1976-2002)

Figure 3
Stream Flow/Rainfall Correlation
Los Osos Creek (Station 751)
Rating Curve TM
Los Osos BMC

Cleath-Harris Geologists

DRAFT



APPENDIX

DRAFT

COUNTY OF SAN LUIS OBISPO STAGE DATA PROCESSED BY CHG

LOS OSOS CREEK IN LOS OSOS, STATION # 751

DRAINAGE AREA 7.6 SQ MI

ESTIMATED DISCHARGE IN CUBIC FEET PER SECOND, WATER YEAR OCT 2009 TO SEPT 2010

Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	0	0	0	0	3	56	M	M	M	M	0	0
2	0	0	0	0	3	417	M	M	M	M	0	0
3	0	0	0	0	3	M	M	M	M	M	0	0
4	0	0	0	0	3	M	M	M	M	M	0	0
5	0	0	0	0	9	M	M	M	M	M	0	0
6	0	0	0	0	3	M	M	M	M	M	0	0
7	0	0	0	0	0	M	M	M	M	M	0	0
8	0	0	0	0	0	M	M	M	M	M	0	0
9	0	0	0	0	1	M	M	M	M	M	0	0
10	0	0	0	0	1	M	M	M	M	M	0	0
11	0	0	0	0	0	M	M	M	M	M	0	0
12	0	0	0	0	0	M	M	M	M	M	0	0
13	0	0	1	0	0	M	M	M	M	M	0	0
14	14	0	0	0	0	M	M	M	M	M	0	0
15	0	0	0	0	0	M	M	M	M	M	0	0
16	0	0	0	0	0	M	M	M	M	M	0	0
17	0	0	0	0	0	M	M	M	M	M	0	0
18	0	0	0	0	0	M	M	M	M	M	0	0
19	0	0	0	15	0	M	M	M	M	M	0	0
20	0	0	0	191	5	M	M	M	M	M	0	0
21	0	0	0	196	7	M	M	M	M	M	0	0
22	0	0	0	5	7	M	M	M	M	0	0	0
23	0	0	0	1	6	M	M	M	M	0	0	0
24	0	0	0	1	4	M	M	M	M	0	0	0
25	0	0	0	1	3	M	M	M	M	0	0	0
26	0	0	0	2	5	M	M	M	M	0	0	0
27	0	0	0	16	12	M	M	M	M	0	0	0
28	0	0	0	9	3	M	M	M	M	0	0	0
29	0	0	0	4	-----	M	M	M	M	0	0	0
30	0	0	0	4	-----	M	M	M	M	0	0	0
31	0	-----	0	3	-----	M	-----	M	-----	0	0	-----
TOTAL	14	0	1	449	78	473	0	0	0	0	0	0
MEAN	0	0	0	14	3	236	0	0	0	0	0	0
MAX	14	0	1	196	12	417	0	0	0	0	0	0
MIN	0	0	0	0	0	56	0	0	0	0	0	0
AC-FT	28	0	2	891	154	938	0	0	0	0	0	0

WATER YEAR: 2010

TOTAL* =

1,015 CFS
2,013 AC-FT

MEAN =

4.53 CFS

MAX =

417 CFS

MIN =

0 CFS

*INCOMPLETE DATASET, MISSING DATA

DRAFT

COUNTY OF SAN LUIS OBISPO STAGE DATA PROCESSED BY CHG

LOS OSOS CREEK IN LOS OSOS, STATION # 751

DRAINAGE AREA 7.6 SQ MI

ESTIMATED DISCHARGE IN CUBIC FEET PER SECOND, WATER YEAR OCT 2013 TO SEPT 2014

Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0
29	0	0	0	0	-----	0	0	0	0	0	0	0
30	0	0	0	0	-----	0	0	0	0	0	0	0
31	0	-----	0	0	-----	0	-----	0	-----	0	0	-----
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0
MEAN	0	0	0	0	0	0	0	0	0	0	0	0
MAX	0	0	0	0	0	0	0	0	0	0	0	0
MIN	0	0	0	0	0	0	0	0	0	0	0	0
AC-FT	0	0	0	0	0	0	0	0	0	0	0	0

WATER YEAR: 2014

TOTAL =

0 CFS
0 AC-FT

MEAN =

0.00 CFS

MAX =

0 CFS

MIN =

0 CFS

TO: Los Osos Basin Management Committee

FROM: Dan Heimerl, Executive Director

DATE: October 18, 2023

SUBJECT: Item 9c – Calendar Year 2024 Budget

Recommendation

Receive information on the proposed Calendar Year 2024 BMC Budget, proposed modifications to BMC accounting and authorization procedures and provide direction to staff.

Discussion

As outlined in the Basin Management Committee (BMC) Rules and Regulations, the BMC is directed to adopt an annual budget for each Calendar Year (CY).

To assist the BMC in adopting a budget for CY 2024, BMC Staff, in coordination with BMC Party Staff, prepared the Proposed Budget for CY 2024, included as Attachment 1. For CY 2024 there are two additional Baseline Services for the BMC's consideration, which are described in the table below:

Additional Baseline Service	Anticipated Cost	Description
BMC Accounting Services	\$6,300	To provide the BMC with an enhanced ability to manage its funding and roll funding over year to year, it is recommended that the BMC consider authorizing the Executive Director to open a bank account (Agenda Item 9d) and approve the Contract from Robert Stilts CPA for CY 2024 BMC Accounting Services (attached). Additional details regarding the proposed accounting procedures for the BMC Bank Account are included in the next section of this Staff Report.
BMC Website Hosting	\$1,690	To provide additional flexibility for managing and distributing BMC information and BMC Meeting notifications, it is proposed that the BMC take over hosting the BMC Website from the County of San Luis Obispo. Included as an attachment to this Staff Report is a proposal from Streamline to develop and host a dedicated BMC website. Streamline specializes in hosting website for governmental organizations and will ensure that the BMC's website is in compliance with current and future regulations for governmental organization websites. Streamline provide a proposal (Attached) for the 2024 BMC Website that includes a \$250 set-up fee and \$1,440 annual hosting fee for the BMC website.

In addition to the Baseline Services (Budget Items 1-8), there are additional items described in the following table for consideration by the BMC for inclusion in the CY 2024 BMC Budget.

Potential CY 2024 BMC Budget Item	Anticipated Costs	Description
WRFP Study Peer Review - Year 1.5	\$15,000	Hydrogeologic Peer Review support services for the Water Recycling Funding Program (WRFP) Planning Grant Study to develop a transient groundwater model and utilize model to evaluate recycled water and other sustainable yield improvement projects (WRFP Study). Total Project cost is anticipated to be \$400,000. To fund the project, the BMC/Los Osos CSD obtained a \$200,000 WRFP grant, the County of San Luis Obispo contributed \$150,000 and the BMC is contributing \$50,000 in match funds through the Los Osos Basin Well Database, Los Osos Creek Stream Gage Rating Curve and WRFP Study/Transient Model Peer Review.
Groundwater Monitoring Program Improvements	\$70,000	Construction of a new monitoring well or monitoring well improvements. The National Estuary Program budgeted \$50k in Fiscal Year 2024 (10/1/23 - 9/30/2024) to provide funding support to the BMC to improve its monitoring program. BMC Staff will review the available budget and make a recommendation to the BMC regarding which groundwater monitoring improvement project(s) to complete in CY 2024.

The proposed budget would provide funding for the BMC Baseline Services, including the new accounting and website services, allow for improvements to the BMC Monitoring Program and provide match funding for the WRFP Study grant.

Historic BMC approved budgets are provided in the table below for reference.

Historic BMC Budget Summary

Calendar Year	Budget	Budget w/ Contingency	Notes
2016	\$286,000	\$314,600	\$120k for Funding measure including initial feasibility report, final report and Prop 218 process
2017	\$264,000	\$290,400	\$100k for Funding measure including Prop 218 process
2018	\$268,000	\$294,800	\$115k for Cuesta by Sea (Lupine) Monitoring Well
2019	\$319,700	\$335,685	\$115k for Cuesta by Sea (Lupine) Monitoring Well
2020	\$175,500	\$193,050	Baseline Budget Only
2021	\$285,500	\$314,050	Updated Sustainable Yield Estimate, Basin Metric Review, Funding & Organization Study, Implementation Initiative Evaluation
2022	\$280,500	\$308,550	BMC Legal Counsel, Transient Model Peer Review, Lower Aquifer Monitoring Improvements, LO Creek Stream Gage Rating Curve
2023	\$336,500	\$353,325	BMC Legal Counsel, Transient Model Peer Review, Skyline Monitoring Well, LO Creek Stream Gage Rating Curve

Proposed BMC Accounting and Authorization Policies and Procedures

To facilitate the new proposed accounting system and efficiently carry out its authority and responsibilities under the Stipulated Judgment, it is proposed that the BMC modify its accounting and invoice processing policies and procedures. The current system for receiving funding and paying for services that the BMC utilizes is outlined below.

1. BMC adopts a budget for the upcoming Calendar Year
2. BMC Executive Director (Executive Director) and BHFS are invoiced for work completed in that Calendar Year
3. Executive Director approves the invoices if they are for authorized work included in the approved Budget. Invoices for work not included in the approved BMC Budget or costs in excess of the approved budget amount for the task require approval by the BMC and would be included in the Invoice Register for the next BMC Meeting.
4. BHFS invoices the BMC Parties for the approved invoices
5. BHFS pays consultants/contractors for services provided once it receives payment from each of the BMC Parties

This process for paying BMC expenses is very labor intensive, with all BMC costs required to be compiled and invoiced to each of the BMC parties on a monthly basis. Additionally, due to the structure of this process, it takes an extended amount of time for the BMC to pay for services and there is no ability for the BMC to roll unused funds over from year-to-year.

To reduce the amount of time that it takes to process and pay invoices and to add the flexibility to roll unused funds over from year-to-year, the following changes to the BMC accounting and invoice processing system are being proposed by BMC Party and BMC Staff.

Proposed Updated BMC Accounting Procedures

1. BMC Accountant invoices BMC Parties on the first week of the Calendar Year for their proportional cost share of the approved BMC budget (BMC Contribution Invoice). BMC Parties would have approximately 30 days to process and pay the BMC Contribution Invoice.
2. The BMC Contribution Invoice funding would be deposited in the BMC Bank Account, managed by the BMC Accountant and used to pay BMC approved expenses for the remainder of the Calendar Year.
3. The BMC Accountant provides the BMC with monthly reports documenting every expenditure (by account line), the year-to-date expenditures, the budget, the year-to-date compared to the budget, and the amount and percent remaining budget.
4. At the end of the Calendar Year, the BMC would review the remaining balance and make decisions regarding retaining any unspent funding for future years or reimbursing it back to the BMC Parties.

As the BMC incurs costs throughout the year, the BMC and BMC Staff would process invoices for payment under the following Invoice Review and Approval Procedures.

Proposed Invoice Review Procedures

1. Invoices received by the BMC will be reviewed by the Executive Director. Invoices for services included in the BMC approved budget for the Calendar Year and within the authorized budget amount will be approved by the Executive Director and sent to the BMC Accountant for processing and payment.
2. Invoices for services not included in the approved BMC Budget or costs in excess of the approved budget amount for the task would require approval by the BMC and would be included in the Invoice Register for the next BMC Meeting for BMC approval consideration.
3. Executive Director invoices would be approved by the BMC Chair before being sent to the BMC Accountant for processing and payment.
4. BMC Accountant processes approved invoices and prints payment checks.
5. BMC Executive Director reviews and signs payment checks, if approved.
6. BMC Executive Director payment checks would be reviewed and signed by the BMC Chair.

In addition to the accounting and invoicing procedures described above, BMC Staff proposes the following policies/procedures for the BMC's consideration:

Technical Support Services Authorization - Provide the Executive Director the authority to direct the BMC Hydrogeologist to perform tasks in support of the BMC up to a limit of \$5,000 from the Technical Support Services budget before requiring additional BMC approval. This would be the same as the authority that the Executive Director has for the BMC Legal Counsel budget and would allow BMC Staff more flexibility to support the BMC with urgent and/or time sensitive items.

Investment Policy – It is recommended that the BMC establish an Operating Reserve funding target and that unspent BMC funding be reserved for potential use in future years. The Operating Reserve funds

could be maintained in an interest-bearing account to generate additional funding for the BMC and the BMC Parties.

Interest Accrual – Any interest accrued in association with the BMC Bank Account be retained within the BMC Bank Account for BMC use or for reimbursement to the BMC Parties.

BMC Support Services Proposals

Proposals for providing BMC Support Services for CY 2024 are provided as Attachments 2 – 6. It is recommended that the BMC, if it approves the Proposed CY 2024 BMC Budget or a corresponding portion of the budget, additionally approve the proposals for the CY 2024 BMC Consultant services. Approval of these proposals will allow consultants to initiate work on January 1, 2024.

Attachments

1. Proposed Calendar Year 2024 BMC Budget
2. Confluence Engineering Solutions CY 2024 Executive Director Proposal
3. Cleath-Harris Geologist CY 2024 Groundwater Monitoring Proposal
4. Cleath-Harris Geologist CY 2023 Annual Monitoring Report Proposal
5. Robert Stilts CPA CY 2024 BMC Accounting Services Proposal
6. Streamline BMC Website Hosting CY 2024 Proposal



Confluence Engineering Solutions, Inc.

PO Box 7098

Los Osos, CA 93412

10/15/2023

To: Basin Management Committee

Subject: Proposal for Calendar Year 2024 Executive Director Professional Services

Confluence Engineering Solutions, Inc. (ConfluenceES) is pleased to provide the following proposal for providing Executive Director professional services for the Los Osos Basin Management Committee (BMC) for Calendar Year 2024.

Scope of Work

Task 1 BMC Administration

1.1 BMC Administration

- Perform BMC administrative tasks necessary for facilitate BMC activities, including but not limited to:
 - Coordinate with BMC Board Members, Stipulating Parties, and the public
 - Update and maintain the BMC Website so that documents and agenda packages are published to the BMC website in a timely and accurate manner.
- Prepare and provide monthly invoices and progress reports describing activities of the Executive Director.

1.2 Financial Oversight

- Oversee financial operation of the BMC, including recommending an annual budget and processing invoices.
- Coordinate with the BMC Accountant to manage the BMC Bank Account and review and approval of BMC invoices.

1.3 BMC Party Staff Meetings

- Conduct monthly BMC Party Staff Meetings with representatives of each of the parties to facilitate BMC activities.

1.4 BMC Representation

- Represent the BMC as directed to other entities, including DWR, RWQCB, and other agencies, as needed.

Task 2 BMC MEETINGS

2.1 Meeting Coordination

- In consultation with the BMC Chair, coordinate up to 10 public BMC meetings.
- Coordinate with Audio/Video Consultant to ensure that the BMC meeting venue and audio/visual services properly performed.

2.2 Agenda Preparation

- In consultation with the BMC Chair, prepared agenda packets for up to 10 public BMC meetings.

2.3 Meeting Attendance

- Function as staff (including clerk) during BMC public meetings, including providing appropriate technical input on questions from both Directors and the public.
- Oversee the BMC's compliance with the Brown Act, with input from legal counsel provided by BMC Legal Counsel.

2.4 Meeting Minutes

- Prepare action minutes for all public meetings.

Task 3 PROGRAM MANAGEMENT

3.1 Annual Report Management

- Provide program management for the BMC on the Annual Report, including management of scope, schedule and budget, collection and incorporation of BMC and other comments, and publishing of approved work products.
- Participate in coordination meetings with the Annual Report consultant to provide work direction, receive project updates, and review consultant interim work products and deliverables.
- File required information to DWR's website by the April 1st deadline.

3.2 BMC Project Management

- Provide program management for the BMC on other projects, including management of scope, schedule and budget, collection and incorporation of BMC and other comments, and publishing of approved work products.
- Participate in coordination meetings with BMC consultants to provide work direction, receive project updates, and review consultant interim work products and deliverables.

Fee Estimate

ConfluenceES proposes to provide the Executive Director services described above for Calendar Year 2024 on a time and materials basis with a not-to-exceed fee of \$75,000 at the rates outline in the table below.

Classification	Billing Rate (\$/hour)
Principal Engineer	\$200
Project Engineer	\$175
Associate Engineer	\$150
Engineering Assistant	\$125

Sincerely,



Daniel Heimel, PE, MS
President/Principal Engineer
ConfluenceES

Cleath-Harris Geologists, Inc.
75 Zaca Lane, Suite 110
San Luis Obispo, CA 93401
(805) 543-1413



October 10, 2023

Los Osos Basin Management Committee
c/o Mr. Daniel Heimel, P.E.
Confluence Engineering Solutions, Inc.
P.O. Box 7098
Los Osos, CA 93412

SUBJECT: Proposal for Los Osos Basin Plan 2024 Groundwater Monitoring.

Dear Mr. Heimel:

Cleath-Harris Geologists (CHG) proposes to perform hydrogeologic services related to groundwater monitoring for the Los Osos Basin Plan (LOBP). This proposal describes existing monitoring data collection and presents a scope of work, schedule, and estimated costs for monitoring.

BACKGROUND

The groundwater monitoring program in Chapter 7 of the LOBP included 73 monitoring well locations within the basin. Twenty locations have been added to the network (summary tables attached), with two more Lower Aquifer locations projected to be added in 2024 (Skyline monitoring wells).

There are two existing, ongoing monitoring programs that historically overlapped with the LOBP monitoring program: the San Luis Obispo County Water Level Monitoring Program and the Los Osos Water Recycling Facility (LOWRF) Groundwater Monitoring Program. Beginning in winter 2016, the LOWRF monitoring schedule was shifted from spring and fall monitoring to summer and winter monitoring. As a result, data from the LOWRF monitoring program no longer coincides with the monitoring schedule adopted in the LOBP. A total of 22 network wells, including all five nitrate metric wells, were switched to the summer and winter monitoring schedule.

CHG plans to continue measuring water levels in April and October at those LOBP network wells that were shifted to summer and winter monitoring under the LOWRF monitoring program. Water quality testing, however, will not be duplicated in the schedule, and data from the LOWRF program in June and December 2024 will be used for reporting purposes.



SCOPE OF WORK

CHG will perform the following tasks for the LOBP Groundwater Monitoring Program:

- Conduct/coordinate semi-annual water level monitoring in April and October 2024 at up to 62 well locations.
- Download and process pressure transducer data from up to 16 well locations (includes installing two new transducers in Skyline monitoring wells following construction).
- Conduct/coordinate groundwater sampling in April 2024 from up to 18 wells for general minerals analyses.
- Conduct/coordinate groundwater sampling in October 2024 from up to 23 wells for general mineral analyses.
- Conduct groundwater sampling in October 2024 for up to two wells for CEC analyses.
- Conduct geophysical surveys (natural gamma and induction) at LA4, LA14, and LA41.

Deliverables:

Tables with results of Lower Aquifer seawater intrusion monitoring will be provided upon completion of the April and October 2024 monitoring events. Data interpretation and reporting is not included in this scope of work, but will be performed during 2024 Annual Report preparations.

SCHEDULE

The scope of work will be completed per the Basin Plan monitoring schedule (April and October monitoring).

FEES AND CONDITIONS

CHG proposes to perform the above scope of work on an hourly rate plus expenses basis in accordance with the hourly rates schedule and attached terms of fees and conditions. Laboratory analytical services, pump equipment, two new transducers, geophysical surveys, and CEC sample shipping are estimated at \$17,000. The cost for hydrogeologic services related to water level monitoring, groundwater sampling, transducer downloading, and coordinating with private well owners is estimated to be \$47,000. The total estimated cost for the 2023 groundwater monitoring scope of work is estimated to be **\$64,000**.



SCHEDULE OF HOURLY RATES

Principal Hydrogeologist	\$195
Senior Hydrogeologist	\$180
Project Geologist	\$165
Environmental Scientist	\$165
Staff Geologist II	\$145
Staff Geologist I	\$130

EXPENSES

Mileage \$0.70/mile
Other expenses at cost plus 10 percent handling

AGREEMENT

If the above work scope and fees and conditions are acceptable, this proposal will serve as the basis for agreement.

Respectfully submitted,

CLEATH-HARRIS GEOLOGISTS, INC.

Spencer J. Harris, President

attachment



TERMS OF FEES AND CONDITIONS

1. Invoices will be submitted monthly. The invoice is due and payable upon receipt.
2. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of ten percent (10%) per annum (but not to exceed the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principle. No interest charge would be added during the initial 30 day period following date of invoice.
3. The fee for services will be based on current hourly rates for specific classifications and expenses. Hourly rates and expenses included in the attached schedule are reevaluated on January 1 and July 1 of each year.
4. Documents including tracings, maps, and other original documents as instruments of service are and shall remain properties of the consultant except where by law or precedent these documents become public property.
5. If any portion of the work is terminated by the client, then the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on the consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse consultant for termination costs.
6. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorney's fees, to the party justly entitled thereto.
7. All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the contract shall be made without written consent of the parties to the agreement.

**Los Osos Basin Plan
Monitoring Well Network 2024
FIRST WATER**

Program Well ID	Well Owner	Basin Plan Monitoring Code	County Water Level Program	LOWRF Groundwater Monitoring Program ¹	2024 Basin Plan Monitoring Program ²
FW1	PRIVATE	L			(no access)
FW2	LOCSD	L, G		L, G	L
FW3	LOCSD	L		L	L
FW4	LOCSD	L		L	L
FW5	LOCSD	L		L	L, CEC
FW6	LOCSD	TL, G, CEC		G	TL, CEC
FW7	LOCSD	L			L
FW8	LOCSD	L		L	L
FW9	LOCSD	L		L	L
FW10	LOCSD	TL, G		G	TL
FW11	LOCSD	L		L	L
FW12	LOCSD	L		L	L
FW13	LOCSD	L		L	L
FW14	PRIVATE	L		L	L
FW15	LOCSD	L, G		L,G	L
FW16	LOCSD	L		L	L
FW17	LOCSD	L, G		L,G	L
FW18	SLCUSD	L			L
FW19	LOCSD	L		L	L
FW20	LOCSD	L, G		L, G	L
FW21	LOCSD	L		L	L
FW22	PRIVATE	L, G		L, G	L
FW23	PRIVATE	L		L	L
FW24	PRIVATE	L	L		
FW25	PRIVATE	L	L		
FW26	PRIVATE	L			L
FW27	PRIVATE	TL			TL
FW28	PRIVATE	L, G	L		G
FW29	PRIVATE	(added in 2015)	L		
FW30	PRIVATE	(added in 2015)		L	
FW31	SLO CO.	(added in 2015)			L
FW32	PRIVATE	(added in 2017)			L
FW33	PRIVATE	(added in 2018)			L

L = WATER LEVEL

G = GENERAL MINERAL

CEC = CONSTITUENTS OF EMERGING CONCERN

TL = TRANSDUCER WATER LEVEL

LOCSD = Los Osos Community Services District

SLCUSD = San Luis Coastal Unified School District

SLO CO. = San Luis Obispo County

NOTES:

1 - Summer and winter monitoring schedule

2 - Spring and Fall water levels, water quality in Fall only

**Los Osos Basin Plan
Monitoring Well Network 2024
UPPER AQUIFER**

Program Well ID	Well Owner	Basin Plan Monitoring Code	County Water Level Program	LOWRF Groundwater Monitoring Program ¹	2024 Basin Plan Monitoring Program ²
UA1	SLO CO.	L	L		
UA2	SLO CO.	L	L		
UA3	GSWC	L, G			L, G
UA4	S&T	TL			TL
UA5	LOCSD	L		L	L
UA6	SLO CO.	L	L		
UA7	SLO CO.	L	L		
UA8	LOCSD	L			L
UA9	GSWC	L, G			L, G
UA10	LOCSD	TL			TL
UA11	PRIVATE	L	L	L	
UA12	LOCSD	L		L	L
UA13	LOCSD	L, G			L, G
UA14	PRIVATE	L	L		
UA15	PRIVATE	L	L		
UA16	PRIVATE	(added in 2015)	L		
UA17	PRIVATE	(added in 2015)	L		
UA18	PRIVATE	(added in 2015)	L		
UA19	LOCSD	(added in 2019)			L

L = WATER LEVEL

G = GENERAL MINERAL

TL = TRANSDUCER WATER LEVEL

LOCSD = Los Osos Community Services District

SLO CO. = San Luis Obispo County

GSWC = Golden State Water Company

S&T = S&T Mutual Water Company

NOTES:

1 - Summer and winter monitoring schedule

2 - Spring and Fall water levels, water quality in Fall only

**Los Osos Basin Plan
Monitoring Well Network 2024
LOWER AQUIFER**

Program Well ID	Well Owner	Basin Plan Monitoring Code	County Water Level Program	2024 Basin Plan Monitoring Program ¹
LA1	SLO CO.	L	L	
LA2	SLO CO.	L	L	
LA3	SLO CO.	L	L	
LA4	PRIVATE	L, GL		L, GL
LA5	S&T	L	L	
LA6	GSWC	L, G	L	TL
LA7	PRIVATE	TL		
LA8	S&T	L, G		L, G
LA9	GSWC	L		L, G
LA10	GSWC	L, G		L, G
LA11	SLO CO.	L, G		TL, G
LA12	LOCS D	L, G		L, G
LA13	LOCS D	TL		TL, G
LA14	SLO CO.	L, GL	L	TL, GL
LA15	LOCS D	L, G		L, G
LA16	PRIVATE	L	L	TL
LA17	SLO CO.	L	L	
LA18	LOCS D	L, G		L, G
LA19	SLO CO.	L	L	TL
LA20	GSWC	L, G		L, G
LA21	LOCS D	L	L	
LA22	LOCS D	L	L	G
LA23	PRIVATE	L, G		no access
LA24	PRIVATE	L	L	
LA25	PRIVATE	L		L
LA26	PRIVATE	L	L	
LA27	PRIVATE	TL		L
LA28	PRIVATE	L, G		L
LA29	PRIVATE	L	L	
LA30	PRIVATE	L, G		L, G
LA31	PRIVATE	(added in 2015)	L	G
LA32	LOCS D	(added in 2015)	L	G
LA33	PRIVATE	(added in 2015)	L	
LA34	SLO CO.	(added in 2015)	L	
LA35	SLO CO.	(added in 2015)		L
LA36	PRIVATE	(added in 2015)		no access
LA37	SLO CO.	(added in 2017)		TL
LA38	PRIVATE	(added in 2017)		L
LA39	GSWC	(added in 2019)		L, G
LA40	LOCS D	(added in 2019)		L, G, GL
LA41	LOCS D	(added in 2019)		L, G
LA42	LOCS D	Pending 2023		TL, G
LA43	LOCS D	Pending 2023		TL, G

L = WATER LEVEL

LOCS D = Los Osos Community Services District

G = GENERAL MINERAL

SLO CO. = San Luis Obispo County

GL = GEOPHYSICAL LOG (triennial)

GSWC = Golden State Water Company

TL = TRANSDUCER WATER LEVEL

S&T = S&T Mutual Water Company

1 - Water level and water quality both Spring and Fall

Cleath-Harris Geologists, Inc.
75 Zaca Lane, Suite 110
San Luis Obispo, CA 93401
(805) 543-1413



October 10, 2023

Los Osos Basin Management Committee
c/o Mr. Daniel Heimel, P.E.
Confluence Engineering Solutions, Inc.
P.O. Box 7098
Los Osos, CA 93412

SUBJECT: Proposal for preparing the 2023 Annual Monitoring Report for the Los Osos Groundwater Basin.

Dear Mr. Heimel:

Cleath-Harris Geologists (CHG) proposes to perform hydrogeologic services for completing the 2023 Annual Monitoring Report for the Los Osos Basin Plan (LOBP) Groundwater Monitoring Program. This proposal includes a scope of work, schedule, and estimated cost.

SCOPE OF WORK

2023 Annual Report

Annual Report tasks include:

- Update databases with 2023 groundwater level and quality data for LOBP monitoring network wells.
- Prepare the draft 2023 Annual Monitoring Report for Basin Management Committee (BMC) review. The report will include data reporting and interpretation for the period from January 1, 2023 through December 31, 2023. The report shall follow the 2022 Annual Monitoring Report format as a template, with updates for changed conditions.
- Preview Sustainable Yield₂₀₂₄ as adopted by the BMC.
- Update 2023 private domestic water use estimates based on Appendix C of the 2023 Los Osos Offset Study.
- Receive BMC comments and incorporate into a final 2023 Annual Monitoring Report.
- Assist BMC with preparing CASGEM datasets.

Management Task 1: Sustainable Yield₂₀₂₅

The Interlocutory Stipulated Judgement (ISJ), adopted in 2015, includes requirements to the effect that the Basin Management Committee (BMC) shall annually establish the sustainable yield of the Basin, based on the conservation implemented and Basin Plan infrastructure then developed in the Basin and simulated in the model. The following tasks are proposed to comply with these requirements:



- In coordination with BMC Staff, evaluate Sustainable Yield₂₀₂₅ based on changes in LOBP infrastructure, groundwater inflow or outflow parameters, the understanding of hydrogeologic or geologic features in the basin, or other factors.
- Upon direction from BMC Staff, modify selected parameters from the previous Sustainable Yield₂₀₂₄ and, using the Basin model, estimate Sustainable Yield₂₀₂₅.
- Prepare a brief technical memorandum or similar materials presenting the Sustainable Yield₂₀₂₅ estimate for consideration and adoption by the BMC. If adopted, the Sustainable Yield₂₀₂₅ value would be previewed in the 2024 Annual Report.

SCHEDULE

The draft Annual Report will require approximately four months to complete. The final report would be available approximately 2-3 weeks following receipt of BMC comments.

The Sustainable Yield₂₀₂₄ task (Management Task 1) will be initiated after completion of the 2023 Annual Report. The schedule will be coordinated with BMC Staff to allow for evaluation and adoption Sustainable Yield₂₀₂₅ before January 2024.

FEES AND CONDITIONS

CHG proposes to perform the above scope of work on an hourly rate plus expenses basis in accordance with the hourly rates schedule and attached terms of fees and conditions. The estimated cost for hydrogeologic services to complete 2023 annual report tasks is estimated at \$64,500. Management Task 1 is estimated to cost \$3,500. The total estimated cost for 2023 Annual Report preparations and the additional management task is **\$68,000**.

SCHEDULE OF HOURLY RATES

Principal Hydrogeologist	\$195
Senior Hydrogeologist	\$180
Project Geologist	\$165
Environmental Scientist	\$165
Staff Geologist II	\$145
Staff Geologist I	\$130

EXPENSES

Mileage	\$0.70/mile
Other expenses at cost plus 10 percent handling	



AGREEMENT

If the above work scope and fees and conditions are acceptable, this proposal will serve as the basis for agreement.

Respectfully submitted,

CLEATH-HARRIS GEOLOGISTS, INC.

A handwritten signature in black ink, reading "Spencer J. Harris". The signature is fluid and cursive, with the first name "Spencer" and last name "Harris" clearly legible.

Spencer J. Harris, President

attachment



TERMS OF FEES AND CONDITIONS

1. Invoices will be submitted monthly. The invoice is due and payable upon receipt.
2. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of ten percent (10%) per annum (but not to exceed the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principle. No interest charge would be added during the initial 30 day period following date of invoice.
3. The fee for services will be based on current hourly rates for specific classifications and expenses. Hourly rates and expenses included in the attached schedule are reevaluated on January 1 and July 1 of each year.
4. Documents including tracings, maps, and other original documents as instruments of service are and shall remain properties of the consultant except where by law or precedent these documents become public property.
5. If any portion of the work is terminated by the client, then the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on the consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse consultant for termination costs.
6. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorney's fees, to the party justly entitled thereto.
7. All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the contract shall be made without written consent of the parties to the agreement.

Robert Stilts, CPA
1398 Los Osos Valley Road, Suite E
Los Osos, CA 93402
(805) 528-4181

Re: BMC Accounting Services Proposal

Dear Los Osos Basin Management Committee,

I am very pleased with the opportunity to present my proposal to provide bookkeeping services to the Los Osos Basin Management Committee (Los Osos BMC). I am prepared to provide a range of services as outlined below:

A. Regular Monthly Basis

- Processes Accounts Payable and Cash Disbursements. Responsible for processing approved vendor invoices for payment, prints checks for signatures, and prepares Accounts Payable reports and basic transactions.
- Prepares periodic statistical and financial reports.
- Verifies the accuracy of journal and ledger postings and makes adjusting entries when necessary.
- Reconciles bank statements.
- Records revenues.
- Prepares the following items to be included in the committee's agenda packet: the warrant report, balance sheets, Revenue and Expenditure reports, and written Financial reports.

B. Annual Basis:

- Prepares 1099's
- Work with auditors to prepare annual financial statements, if needed.

C. General Support:

- Provides assistance to the committee as needed.
- Provides assistance, guidance, and suggestions to the committee to improve internal control procedures.

The estimated cost to provide the scope of Accounting Services described above for one year is \$6,300. These services will be provided on a time and materials basis at an hourly rate of \$175 per hour and charges will not exceed the estimated cost without written authorization from the BMC or its authorized agents. This proposal is specifically tailored to the Los Osos BMC's accounting requirements. This offer is a firm and irrevocable offer for 120 days.

Please feel free to contact me with any questions that you may have regarding the proposal. I look forward to continuing my professional relationship with your organization.

Sincerely,

Robert Stilts

Robert Stilts, CPA



STREAMLINE

Los Osos Basin Management Committee

Quote created: September 21, 2023 Reference: 20230921-102615639

Confluencees

Dan HeimeI

danheimel@confluencees.com

8054598498

Comments

Setup Fee: \$250

Kaitlyn Xiong - Streamline



Products & Services

Streamline Web 250k-500k

1 x \$1,440.00 /year

Annual subtotal \$1,440.00

Total \$1,440.00

This quote expires on December 20, 2023

Purchase terms

Questions? Contact me



Kaitlyn Xiong

kaitlyn@getstreamline.com

Streamline

3301 C Street #1000

Sacramento CA 95816

US

TO: Los Osos Basin Management Committee

FROM: Dan Heibel, Executive Director

DATE: October 18, 2023

SUBJECT: Item 9d – BMC Bank Account Resolution

Recommendation

Approve draft Resolution authorizing the Executive Director to open a bank account on behalf of the BMC; or provide alternate direction to staff.

Discussion

To facilitate the new proposed accounting system and efficiently carry out its authority and responsibilities under the Stipulated Judgment the Los Osos Basin Management Committee (BMC), needs to open a bank account. The attached resolution provides the necessary authority for the Executive Director to open and maintain a bank account or accounts for BMC Funds at JPMorgan Chase & Co. (Chase Bank). The resolution additionally identifies the authorized users for the bank account(s). The BMC Accountant, if approved in the Calendar Year 2024 Budget, will provide the BMC with monthly reports of actual expenditures for the month (by account line), the year-to-date expenditures, the budget, the year-to-date compared to the budget, and the amount and percent budget remaining.

Attachment

Draft Los Osos Basin Management Committee Bank Account Resolution

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE DIRECTORS OF THE LOS OSOS BASIN MANAGEMENT COMMITTEE (“BMC”), AUTHORIZING THE EXECUTIVE DIRECTOR TO OPEN ONE OR MORE BANK ACCOUNTS FOR THE DEPOSIT OF BMC FUNDS AND TO MAKE PAYMENTS FOR BMC ACTIVITIES, AND DESIGNATING AUTHORIZED SIGNERS FOR THE BMC’S BANK ACCOUNTS

WHEREAS, the Los Osos Basin Management Committee was established by the Stipulated Judgment in litigation titled *Los Osos Community Services District v. Golden State Water Company, et al.*, San Luis Obispo County Superior Court Case No. CV 040126, approved by the court on October 14, 2015 (“Stipulation”). A copy of the Stipulation is attached hereto as Exhibit A, and incorporated herein by this reference; and

WHEREAS, the BMC was established to administer, enforce, and implement the provisions of the Stipulation, and has the general authority to carry out the operations and powers enumerated in the Stipulation; and

WHEREAS, pursuant to Sections 5.6.1, 5.6.5, and 5.6.14 of the Stipulation, the BMC has the power to take all acts as are necessary and appropriate to arrange for the funding of the implementation of the Stipulation and the activities of the BMC, and to hold and own all funds of the BMC, among other authority; and

WHEREAS, it is necessary and appropriate that the BMC open and maintain a bank account or accounts for the BMC to efficiently carry out its authority and responsibilities under the Stipulation.

NOW, THEREFORE, BE IT RESOLVED, by the Directors of the BMC as follows:

1. The Executive Director is hereby authorized to open and maintain a bank account or accounts for BMC funds at JPMorgan Chase & Co. (Chase Bank), and to complete and submit such additional applications and supporting documentation as is reasonably required to do so.
2. The Executive Director or BMC Accountant shall maintain the records of deposits and expenditures from such accounts and present such records to the Board as requested and not less than quarterly.
3. The following individuals are hereby duly authorized to serve as signatories on the bank account with Chase Bank:
 - Daniel Heimel – BMC Executive Director
 - Adrienne Geidel – BMC Accountant
 - Robert Stilts – BMC Accountant

4. Checks drawn on the BMC's bank accounts shall not be payable unless they include two signatures of individuals designated in Section 3 of this Resolution or a duly-adopted subsequent Resolution of the Directors. At least one signature shall be a wet signature of the LOBMC Executive Director as designated above. The second signature, which need not be a wet signature, may be provided by any signatory authorized in this Resolution or a duly-adopted subsequent Resolution.

PASSED, APPROVED, AND ADOPTED, this 18th day of October, 2023, by the following vote to wit;

AYES: ()
NOES: ()
ABSENT: ()
ABSTAIN: ()

_____, Chair Zimmer

ATTEST:

Daniel Heimel, Executive Director

FILED

OCT 14 2015 DL

SAN LUIS OBISPO SUPERIOR COURT
BY [Signature]
D. Gloyd, Deputy Clerk

1 Robert J. Saperstein (State Bar No. 166051)
rsaperstein@bhfs.com
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jshoaf@bhfs.com
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6 Attorneys for Defendant GOLDEN STATE WATER
COMPANY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN LUIS OBISPO

11 LOS OSOS COMMUNITY SERVICES
DISTRICT,

12 Plaintiff,

13 v.

14 GOLDEN STATE WATER COMPANY,
15 S&T MUTUAL WATER COMPANY,
16 COUNTY OF SAN LUIS OBISPO,
DOES 1 THROUGH 500, INCLUSIVE,

17 Defendants.

Case No. CV 040126

Assigned for All Purposes to the
Honorable Martin J. Tangeman

~~[PROPOSED]~~ ORDER GRANTING ENTRY
OF STIPULATED JUDGMENT

[Action Filed 2/13/2004]

DATE: October 14, 2015
TIME: 10:00 a.m.
DEPT.: 1

18
19 IT IS HEREBY ORDERED that the integrated Stipulated Judgment and Basin Plan
20 adopted by the Parties shall be approved as a final settlement amongst the Parties and entered as
21 the Judgment of this Court.

22
23 DATED: 10/14/15

24 [Signature]
HON. MARTIN J. TANGEMAN
JUDGE OF THE SUPERIOR COURT

25
26
27
28 036774015113366792.8

[PROPOSED] ORDER GRANTING ENTRY OF STIPULATED JUDGMENT

BROWNSTEIN HYATT FARBER SCHRECK, LLP
1020 State Street
Santa Barbara, CA 93101-2711

MST

PROOF OF SERVICE

I, Gina Lane, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Brownstein Hyatt Farber Schreck, LLP, 1020 State Street, Santa Barbara, California 93101. On October 8, 2015, I served a copy of the within document:

• **JOINT REQUEST FOR APPROVAL OF STIPULATED JUDGMENT;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

• **[PROPOSED] ORDER GRANTING ENTRY OF STIPULATED JUDGMENT**

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.

by posting the document listed above to the San Luis Obispo County Superior Court website for this case. All appearing parties on this Proof of Service have agreed to be served electronically by the Court.

Michael W. Seitz
SHIPSEY & SEITZ, INC.
1066 Palm Street
P.O. Box 953
San Luis Obispo, CA 93406

Jeffery A. Minnery
ADAMSKI MOROSKI et al.
P.O. Box 3835
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Attorneys for Defendant, S & T Mutual Water Co.

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Riverside, CA 92502-1028

Rita Neal, Timothy McNulty, and
Erica Stuckey
COUNTY OF SAN LUIS OBISPO
County Government Center, Room D320
San Luis Obispo, CA 93408

Attorneys for Plaintiff

Attorneys for Defendant, County of San Luis Obispo

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 8, 2015, at Santa Barbara, California.

GINA LANE

BROWNSTEIN HYATT FARBER SCHRECK, LLP
1020 State Street
Santa Barbara, CA 93101

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COMPANY

7
8 ADDITIONAL COUNSEL LISTED ON THE
FOLLOWING PAGE

9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN LUIS OBISPO

12

13 LOS OSOS COMMUNITY SERVICES
DISTRICT,

14

Plaintiff,

15

v.

16

17 GOLDEN STATE WATER COMPANY,
S&T MUTUAL WATER COMPANY,
COUNTY OF SAN LUIS OBISPO,
18 DOES 1 THROUGH 500, INCLUSIVE,

19

Defendants.

20

21

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23

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25

26

27

28

Case No. CV 040126

Assigned for All Purposes to the
Honorable Martin J. Tangeman

STIPULATED JUDGMENT

[Action Filed 2/13/2004]

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26
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TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	<u>Page</u>
1. BACKGROUND	1
1.1. The Basin	1
1.2. Parties	1
1.3. History of the Case	2
1.4. Definitions	3
2. FINDINGS OF FACT AND CONCLUSIONS OF LAW	4
2.1. Hydrogeology of the Basin	4
2.2. Sources and Use of Groundwater	6
2.3. Overlying Groundwater Rights	7
2.4. Appropriative Groundwater Rights	7
2.5. Historic Basin Conditions	9
3. PHYSICAL SOLUTION	12
3.1. Iterative Nature of the Physical Solution and the Basin Plan	13
4. USE OF BASIN GROUNDWATER	13
4.1. Water Entitlement Pools	14
4.2. Determination and Allocation of Rights to Sustainable Yield _x of Basin; Pool Allocation	14
4.3. Adjustment of Sustainable Yield _x and Allocation Among Pools	15
4.4. Water Rights of Non-Parties	16
4.5. Allocation for Purveyor Pool	16
4.6. Allocation for Agriculture Pool and Recycled Water Use	16
4.7. Allocation for Private Domestic Pool	17
4.8. Allocation for Community Pool	17
4.9. Injunction	17
4.10. Transfer outside the Basin	18
5. ESTABLISHMENT AND COMPOSITION OF BASIN MANAGEMENT COMMITTEE	18
5.1. Creation of the Basin Management Committee	18
5.2. Membership	18
5.3. Purpose and Goals	19
5.4. Term	19
5.5. Rules and Regulations	20
5.6. Powers of the Basin Management Committee	20
5.7. Special Authority Over Purveyor Pool	22
5.8. Administrative Responsibilities of the Basin Management Committee	24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

(continued)

	<u>Page</u>
5.9. Basin Management Committee and Officers	25
5.10. Basin Management Committee Meetings	27
5.11. Voting.....	28
5.12. Executive Director	30
5.13. Funding Plan and Budget.....	31
5.14. Monitoring	32
6. DISPUTE RESOLUTION AND WORKING WITH THE COURT	32
6.1. Events Constituting a Default by a Party	32
6.2. Remedies Upon Default	33
6.3. Exclusions	34
6.4. Disputes.....	34
6.5. No Restriction on Rights.....	35
7. GENERAL PROVISIONS	35
7.1. Continuing Jurisdiction	35
7.2. Reservation of Other Remedies	36
7.3. Water Quality	37
7.4. Severability	37
7.5. Duty to Cooperate	37
7.6. Stipulating Parties under Public Utilities Commission Regulation	37
7.7. Designation of Address for Notice and Service.....	38
7.8. Intervention After Entry of Stipulated Judgment.....	38
7.9. No Loss/Abandonment of Rights.....	39
7.10 Headings	39

1 **1. BACKGROUND**

2 **1.1. The Basin**

3 This Stipulated Judgment concerns the Los Osos Groundwater Basin, as it is more
4 particularly described in Sections 1.4.2 and 2.1 of this Stipulated Judgment, which underlies the
5 unincorporated communities of Los Osos, Baywood Park and Cuesta-by-the-Sea in San Luis
6 Obispo County, California (“Basin”).

7 The Basin is the only source of water for residential, commercial, institutional and agricul-
8 tural development on properties overlying the Basin. This litigation (the “Action”) relates to
9 efforts by the parties to sustainably manage the water resources of the Basin and to protect and
10 promote the economic, environmental and social health of the community.

11 **1.2. Parties**

12 This Stipulated Judgment has been prepared by the parties to the Action and the parties
13 stipulate to entry of judgment of the terms and conditions of this Stipulated Judgment.

14 Plaintiff Los Osos Community Services District (“LOCSD”) is a community services
15 district formed pursuant to California Government Code sections 61000 *et seq.* and operates a
16 public water system within a specified zone located within its jurisdictional boundaries.

17 Defendant Golden State Water Company (“GSWC”) is a California corporation and a
18 public utility, as defined in California Public Utilities Code section 216, and owns and operates a
19 public water system in Los Osos. GSWC provides water service pursuant to a certificate of
20 public convenience and necessity issued by the California Public Utilities Commission (“CPUC”)
21 and is subject to comprehensive regulation by that agency. Among other areas, the CPUC
22 regulates GSWC’s water supplies, infrastructure standards, service quality and customer rates.

23 Defendant S&T Mutual Water Company (“S&T”) is a California corporation and a mutual
24 water company, as defined in California Public Utilities Code section 2705 and California
25 Corporations Code section 14300(b). S&T owns and operates a public water system in Los Osos,
26 through which it delivers water exclusively to its shareholders at cost.

27 Plaintiff LOCSD and Defendants GSWC and S&T are collectively referenced as the
28 “Purveyors,” and each has a similar interest in protecting the water resources of the Basin to serve

1 as a sustainable water supply for the Purveyors to produce and deliver to their customers, who are
2 water users on properties overlying the Basin. None of the Purveyors produces water from the
3 Basin for sale to properties located outside the Basin.

4 Defendant County of San Luis Obispo (“County”) is a California general law county that
5 utilizes water from the Basin for irrigation of a park in Los Osos and at the Los Osos Wastewater
6 Project (“LOWWP”). The County, subject to certification of the local coastal plan by the
7 California Coastal Commission (“Coastal Commission”), is the agency that has land use authority
8 within the unincorporated Los Osos communities, including all those lands that overlie the Basin
9 or otherwise receive water from the Basin.

10 Additionally, the County is authorized pursuant to California Government Code section
11 25825.5 to undertake efforts necessary to construct and operate a community wastewater
12 collection and treatment system within Los Osos, including programs and projects for prevention
13 of seawater intrusion and management of groundwater resources to the extent that they are related
14 to the construction and operation of the community wastewater collection and treatment system.
15 The County is currently in the design and construction phase for the LOWWP. Consistent with
16 the Coastal Development Permit for the LOWWP, the County recently drilled two new wells on
17 the LOWWP site to obtain water from the Basin for domestic use at the LOWWP.

18 Defendants Does 1 through 500 are persons who extract Groundwater from the Basin for
19 residential, commercial, institutional or irrigation uses. Plaintiff LOCSO has neither identified
20 nor served Does 1 through 500 with the complaint in this Action, and they are not parties to this
21 Stipulated Judgment, or any of the rights and obligations arising hereunder. Such persons may
22 voluntarily intervene in the Action and become stipulating parties pursuant to the process in
23 Section 7.8.

24 **1.3. History of the Case**

25 On February 13, 2004, LOCSO initiated the Action by filing a Complaint for Declaratory
26 and Injunctive Relief and Adjudication of Water Rights (“Complaint”) against Southern
27 California Water Company (the prior name of GSWC), S&T, the County, Sea Pines Golf Course
28 (“SPGC”) and Does 1 through 500, inclusive. According to paragraph 1 of the Complaint,

1 LOCSD brought the Action “for the purposes of protecting the valuable resources of the [Basin],
2 protecting its own rights and interests with respect to the Basin, and to facilitate efforts to
3 cooperatively manage the Basin.”

4 The parties to the Action entered into a Stipulation of Parties As to Standstill Agreement
5 (“Standstill Agreement”), which was approved by the Court on May 25, 2004 and stayed all
6 pleadings in the Action to allow the parties to hold settlement discussions. The Standstill Agree-
7 ment was extended on several occasions. SPGC was subsequently dismissed from the Action on
8 or about December 19, 2006.

9 On August 5, 2008, the Court approved an Interlocutory Stipulated Judgment (“ISJ”)
10 between LOCSD, GSWC, S&T and the County. The ISJ provided that the parties would form a
11 working group to undertake technical studies of the Basin’s water resources and to adopt a Basin
12 management plan that will serve as a physical solution for the management of Basin water
13 resources (“Working Group”). In January 2015 the parties to this Stipulated Judgment finalized
14 the Updated Basin Plan for the Los Osos Groundwater Basin (“Basin Plan”), which is attached to
15 this Stipulated Judgment as Exhibit 1. The Basin Plan is the result of the efforts of the Working
16 Group and, together with this Stipulated Judgment, is intended to serve as a comprehensive
17 groundwater management strategy consistent with the ISJ.

18 **1.4. Definitions**

19 1.4.1. Action. Los Osos Community Services District v. Golden State Water
20 Company, et al., San Luis Obispo Superior Court Case No. CV 040126.

21 1.4.2. Basin. The area shown on Exhibit 2 (attached hereto and incorporated
22 herein by reference) and more specifically described in Section 2.1 of this Stipulated Judgment.

23 1.4.3. Basin Management Committee. The Los Osos Groundwater Basin
24 Management Committee is the governing body formed pursuant to this Stipulated Judgment to
25 collectively represent the parties to this Action, with the powers and authority as more fully
26 provided in Section 5 of this Stipulated Judgment.

27 1.4.4. Basin Management Committee Joint Powers Authority or JPA. The Los
28 Osos Groundwater Basin Management Committee Joint Powers Authority, that may be created

1 pursuant to a JPA Agreement by and between the County, LOCSD, S&T and GS MWC, whose
2 function and authority includes serving as the Basin Management Committee with those
3 authorities and obligations more fully described in this Stipulated Judgment.

4 1.4.5. Golden State Mutual Water Company or GS MWC. The California
5 corporation and mutual water company, as defined in California Corporations Code section
6 14300(b), whose sole shareholder is GSWC, and whose intended beneficiaries are the customers
7 of GSWC.

8 1.4.6. Groundwater. Water beneath the surface of the ground and within the zone
9 of saturation, excluding water flowing through known and definite channels.

10 1.4.7. Joint Powers Authority Agreement or JPA Agreement. That joint exercise
11 of powers agreement by and among the County, LOCSD, GS MWC, and S&T, which may be
12 created to serve as the Basin Management Committee and / or to implement programs to fund the
13 actions provided in this Stipulated Judgment and the Basin Plan.

14 **2. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

15 **2.1. Hydrogeology of the Basin**

16 The Basin is located in the Coast Ranges geomorphic province along the California coast
17 in the County. The Basin underlies the Los Osos Valley, which is a relatively flat alluvial plain
18 with a northwest-southeast orientation lying between two parallel ridges of hills to the south and
19 north. The onshore portion of the Basin covers approximately 10 square miles, of which approxi-
20 mately 3.3 square miles underlie the Morro Bay and sandspit separating Morro Bay from the
21 Pacific Ocean, and 6.7 square miles underlie the communities of Los Osos, Baywood Park and
22 Cuesta-by-the-Sea. The Basin is underlain and bounded by relatively impermeable rocks on the
23 south, north and east. To the west, the Basin is effectively bound by the seawater-freshwater
24 interface, although Basin sediments extend close to three miles offshore. The Basin is charac-
25 terized at ground surface by dune sands, Morro Bay Estuary tidal flats, Los Osos Creek alluvial
26 deposits, and Paso Robles Formation alluvial deposits.

27 The southern boundary of the Basin is formed by the Los Osos Fault, south of which the
28 Irish Hills rise to an elevation between 1,300 and 1,500 feet. Park Ridge on the northern

1 boundary of the Basin is lower, reaching elevations of 800 to 900 feet. The eastern end of the
2 Basin is located near a gradual rise in the surface topography that is accompanied by subsurface
3 thinning of the water-bearing formation that makes up the Basin. The Basin extends westward
4 under Morro Bay and an estimated three miles beneath the Pacific Ocean, although Groundwater
5 in the western portion of the Basin is saline and not usable as a source of drinking water for the
6 Los Osos community.

7 The lateral extent of the Basin is described in the Basin Plan, Chapter 5. The boundaries
8 of the Basin described herein differ from the boundaries of the Los Osos Valley Groundwater
9 Basin as identified by the Department of Water Resources Bulletin 118, Basin Number 3-8
10 (“Bulletin 118 Boundaries”). More specifically, the boundaries of the Basin described herein
11 exclude the following areas included within the Bulletin 118 Boundaries: the eastern portion of
12 the Los Osos Valley alluvium and the southwestern beach area south of the Los Osos Valley.
13 The parties excluded the former area because it has a limited capacity to store and transmit water
14 and because the potential for recharge appears similarly limited. The parties excluded the latter
15 area because the evidence suggests that the main basin storage unit does not occur south of the
16 Los Osos Valley fault. In addition, the boundaries of the Basin described herein include offshore
17 areas not included within the Bulletin 118 boundaries.¹ The parties included these areas because
18 the more important boundary from a water-supply standpoint is the interface between fresh and
19 saline water within the aquifer system (as opposed to the interface between the aquifer system and
20 the ocean). In sum, the Basin identified herein is so identified because the Basin can be the
21 subject of sustainable groundwater management pursuant to the Sustainable Groundwater
22 Management Act (“SGMA”). (See Water Code § 10720 *et seq.*) The Plan Area, as described in
23

24 _____
25 ¹ The United States Geological Survey (USGS) and the Department of Water Resources (DWR)
26 have undertaken more recent studies of the Basin than that presented in DWR Bulletin 118: 1988
27 USGS “Hydrogeology and Water Resources of the Los Osos Valley Ground-Water Basin, San
28 Luis Obispo County, Water-Resources Investigations Report, 88-4081;” 1989 DWR
“Geohydrology and Management of the Los Osos Valley Ground Water Basin, San Luis Obispo
County, Southern District Report” (July 1989). Both these reports offer updated Basin
boundaries than those presented in DWR Bulletin 118. However, Bulletin 118 has not yet been
updated to reflect these revised Basin boundaries.

1 the Basin Plan, is hereby established as the area subject to the jurisdiction of the Court in this
2 Action. Both the Basin and the Plan Area are depicted in Exhibit 2 to this Stipulated Judgment.

3 The Basin is made up of several vertical layers, each of which has distinct characteristics.
4 There have been various names assigned to the vertical layers historically, with the present names
5 described in the Basin Plan, Section 5.4. For purposes of this Stipulated Judgment, the Basin is
6 deemed to consist of six layers and four aquifers, as shown in Table 1.

7

8 **Table 1. Layers and Aquifers of the Basin**

Basin Layers	Basin Aquifers
Los Osos Creek Alluvium	Alluvial Aquifer
Zone A	First Water
Zone B	
Clay Layer	
Zone C	Upper Aquifer
Regional Aquitard	
Zone D	Lower Aquifer
Zone E	

15 To understand the Basin, the parties have developed conceptual and computer generated
16 numerical models of the Basin. The current computer generated numerical model (“Model”) was
17 created and is maintained by Cleath-Harris Geologists, Inc. (“CHG”) on behalf of the parties
18 acting collectively. The Model is described in the Basin Plan, Section 5.6. The parties hereby
19 agree and stipulate that the Model has been constructed in a reasonable, technically adequate
20 manner and is useful for evaluating the Basin and the projected impacts on the Basin from various
21 proposed management actions. The Model will generally be used to establish a common factual
22 basis for decision-making by the Court, the Basin Management Committee and the parties,
23 subject to fitness for the particular purpose.

24 **2.2. Sources and Use of Groundwater**

25 Basin Groundwater resources are extracted and used exclusively by and for the residents,
26 businesses, institutions and agriculturalists overlying the Basin. Groundwater is used within the
27 Basin for residential, commercial, institutional, community and irrigation purposes.

1 All Groundwater present in the Basin is native Groundwater. The County agrees to
2 operate the LOWWP in accordance with Condition of Approval No. 97 of the Coastal Develop-
3 ment Permit and ensure that all water treated by the LOWWP is disposed of in locations within
4 the Basin.

5 **2.3. Overlying Groundwater Rights**

6 California law recognizes the right of an owner of property overlying a groundwater basin
7 to extract groundwater from that basin for reasonable and beneficial use on the land overlying the
8 basin. In the event of a shortage of groundwater from the basin, those with overlying rights take
9 precedence in the absence of prescription. (*See City of Santa Maria v. Adam* (2012) 211
10 Cal.App.4th 266, 279.) As among overlying owners, the rights are correlative. (*See id.*) More
11 specifically, “each may use only his reasonable share when water is insufficient to meet the needs
12 of all.” (*See id.*)

13 There are a number of overlying users of water in the Basin. Domestic and irrigation
14 water users on large residential parcels, the County for the community park and LOWWP, SPGC,
15 Los Osos Valley Cemetery (“LOVC”) and agriculturalists within the Basin each possess over-
16 lying groundwater rights in the Basin as a result of their ownership of land and production and
17 use of groundwater.

18 The County will use its best efforts to utilize only recycled water to irrigate the
19 community park once recycled water becomes available for use from the LOWWP.

20 **2.4. Appropriative Groundwater Rights**

21 Pursuant to California law, Basin groundwater is the property of the people of the state of
22 California, but the right to the use of water may be acquired by appropriation in the manner
23 provided by law. (Wat. Code § 102.) All use of water in the state is subject to the requirement
24 that such use be reasonable and beneficial and that water not be wasted or used unreasonably.
25 (Cal. Const., Art. X, § 2; Wat. Code § 100; *See also City of Barstow v. Mojave Water Agency*
26 (2000) 23 Cal.4th 1224, 1241-42.) In California, the state has ceded primary responsibility for
27 management of groundwater resources to the communities that rely upon them. (*See* Wat. Code
28

1 § 10720 *et seq.*²) The Basin Management Committee accepts such responsibility and, through
 2 implementation of the Basin Plan and this Stipulated Judgment, intends to take those actions
 3 required to responsibly manage the Basin water resources for the benefit of the entire Los Osos
 4 community. (Basin Plan §§ 2.4, 2.5.)

5 Each of the Purveyors produces Groundwater from the Basin as its sole source of water
 6 supply. All Groundwater produced by each of the Purveyors is put to beneficial use by the
 7 Purveyors for the benefit of the residents, businesses, and institutions within the Basin.

8 The Purveyors have each produced Groundwater from the Basin in the amounts shown in
 9 **Table 2** for the period from 1970 through 2013. The figures for each Purveyor include production
 10 by the predecessors-in-interest for that Purveyor, as applicable.

11 LOCSO, GSWC and S&T have each established Groundwater rights by virtue of the
 12 extraction and beneficial use of that Groundwater continuously, for decades. Each of the
 13 Purveyors has extracted Groundwater from the Basin and distributed it for beneficial use by its
 14 respective water utility customers for a half a century or more.

15

16 **Table 2. Groundwater Production by the Purveyors (1970-2013)**

Year	LOCSO	GSWC	S&T	Total
1970	200	270	20	490
1971	240	340	20	600
1972	320	370	70	760
1973	320	440	50	800
1974	420	500	70	990
1975	520	580	90	1,190
1976	560	620	80	1,260
1977	620	620	80	1,310
1978	690	700	90	1,480
1979	760	800	90	1,650
1980	770	840	110	1,720
1981	840	910	100	1,850
1982	820	870	100	1,790
1983	790	910	100	1,800

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26 ² SGMA provides as follows with respect to the Basin: “The Los Osos Groundwater Basin at
 27 issue in *Los Osos Community Service District v. Southern California Water Company [Golden
 State Water Company] et al.* (San Luis Obispo County Superior Court Case No. CV 040126)
 shall be treated as an adjudicated basin pursuant to this section if the superior court issues a final
 28 judgment, order, or decree.” (Wat. Code § 10720.8(e))

Table 2. Groundwater Production by the Purveyors (1970-2013)

Year	LOCSO	GSWC	S&T	Total
1984	1,000	1,000	120	2,120
1985	1,090	1,050	110	2,250
1986	1,170	1,070	110	2,350
1987	1,160	1,100	110	2,370
1988	1,260	1,180	120	2,560
1989	1,180	1,150	110	2,440
1990	1,160	1,120	110	2,390
1991	1,100	1,050	100	2,250
1992	1,160	1,040	110	2,310
1993	1,000	1,020	100	2,120
1994	1,110	1,000	100	2,210
1995	1,160	990	100	2,250
1996	1,100	1,030	100	2,230
1997	1,190	1,110	110	2,410
1998	1,070	990	110	2,170
1999	1,170	1,100	130	2,400
2000	1,150	1,090	110	2,350
2001	1,100	1,070	100	2,270
2002	1,160	1,060	120	2,340
2003	1,130	1,040	100	2,270
2004	1,050	1,070	100	2,220
2005	960	1,020	90	2,070
2006	940	970	90	2,000
2007	940	990	100	2,030
2008	870	950	90	1,910
2009	880	890	80	1,850
2010	770	770	80	1,620
2011	760	740	70	1,570
2012	760	700	60	1,520
2013	730	690	60	1,480

2.5. Historic Basin Conditions

For purposes of adjudication of a groundwater basin, “safe yield” is defined as “the maximum quantity of water which can be withdrawn annually from a ground water supply under a given set of conditions without causing an undesirable result.” An undesirable result means “a gradual lowering of the ground water levels resulting in depletion of the supply” or other adverse impacts, such as permanent ground subsidence or seawater intrusion. (*See City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1234; *City of Los Angeles v. City of San Fernando*

1 (1975) 14 Cal.3d 199, 278; *City of Pasadena v. City of Alhambra* (1949) 33 Cal.2d 908, 929;
2 Water Code § 10721(w).) The concept of safe yield looks at the long-term sustainability of
3 groundwater supplies and may include opportunities for capture of temporary surpluses that may
4 be available. (*See City of Los Angeles, supra*, 14 Cal.3d at 279-281.)

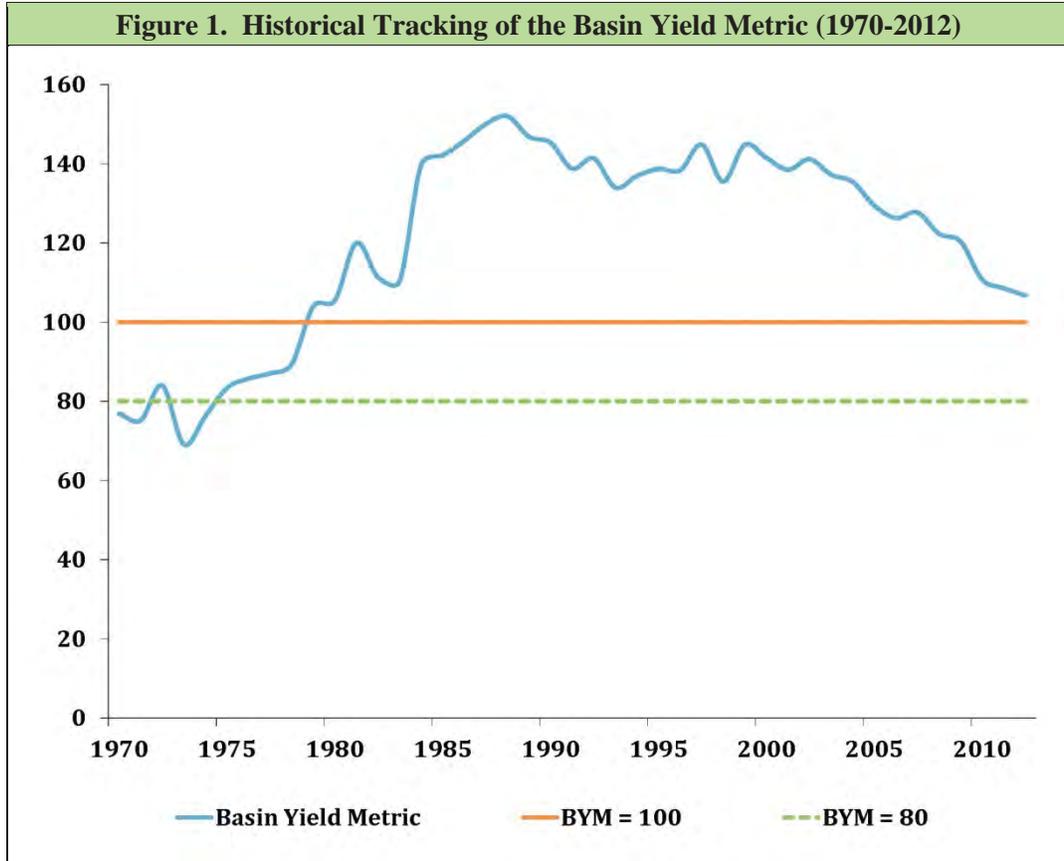
5 When safe yield is exceeded by production over a period of time, a basin is considered to
6 be in a state of overdraft. (*City of Los Angeles v. City of San Fernando*, 14 Cal.3d 199, 278.)
7 Overdraft can result in a number of undesirable results for a basin, including decrease in
8 availability of water to shallower wells, decrease in water quality, land subsidence, loss of water
9 storage capacity due to aquifer compaction, and, perhaps most damagingly, in a coastal basin,
10 seawater intrusion. (*See id.*; Wat. Code § 10721(w).)

11 The Parties have used the Model to determine the safe yield of the Basin, which is
12 identified in the Basin Plan as “Sustainable Yield_x,” where “X” is the relevant year. (Basin Plan
13 § 6.3.2(A).) The Sustainable Yield_x of the Basin has been determined to have been approxi-
14 mately 2,450 AFY during the time period from 1970 through 2012. (Basin Plan § 6.3.1.) In
15 addition, the Basin Plan defines the total production of Groundwater from the Basin in any given
16 year as “Annual Groundwater Production_x.” (Basin Plan § 6.3.2(A).) The ratio of Annual
17 Groundwater Production_x to Sustainable Yield_x, expressed out of 100, is called the “Basin Yield
18 Metric.” (*Id.*)

19 Use of the Model to determine the safe yield of the Basin is reasonable and appropriate
20 under the circumstances. The Model includes analysis of all known inflows and outflows to the
21 Basin and predicts the impacts to the Basin from long-term production and other actions by the
22 parties and others in the Basin, based on scientifically accepted calculations of groundwater flow.
23 The margin of error included in the Model is acceptable for purposes of determining the safe
24 yield of the Basin.

25 The Basin Yield Metric from 1970 through 2012, as determined by the Model and
26 estimates of historical Groundwater production from the Basin, is shown in the Basin Plan, Figure
27 33, reproduced below as Figure 1. As seen in that figure, the Basin Yield Metric has exceeded
28 100—and therefore the Basin has been in a state of overdraft—in every year since at least 1979,

1 which has caused the adverse effect of seawater intrusion into the Lower Aquifer. Such
2 conditions of overdraft have existed continuously since 1979, with no temporary periods of
3 surplus Groundwater being available.



18
19 Overdraft of the Basin was made public by the California Department of Water Resources in
20 1989 and has been repeated in many public statements since. Major publications concerning
21 overdraft included the following, each of which received coverage by news media and public
22 attention at the time:

- 23
- 24 ■ California Department of Water Resources, *Geohydrology and Management of Los Osos Valley Ground Water Basin, San Luis Obispo County, Southern District Report* (July 1989);
 - 25 ■ Brown and Caldwell, *Water Management Program, Los Osos District, Southern California Water Company* (August 1994);
 - 26 ■ Cleath & Associates, *Safe Yield Analysis of the Los Osos Valley Ground Water Basin* (July 2002); and
- 27
28

- 1 ▪ Cleath & Associates, *Sea Water Intrusion Assessment and Lower Aquifer Source*
2 *Investigation of the Los Osos Valley Ground Water Basin, San Luis Obispo County,*
3 *California* (October 2005).

4 Each of the Purveyors continuously extracted Groundwater from the Basin from 1970, or
5 earlier, to the present. The Purveyors agree that production from the Basin must be managed as
6 provided in the Basin Plan, and most importantly, each Purveyor must reduce Basin Groundwater
7 use to a maximum of 50 gallons per capita per day for interior use, plus an increment for outdoor
8 use to be determined by the Basin Management Committee. The Basin Management Committee
9 will set triggers (referred to herein as the “Purveyor Production Goal”). Rather than quantify
10 their individual water rights at this time, the Purveyors agree that their overriding goal is to
11 achieve the Purveyor Production Goal as promptly as practical in conjunction with the implemen-
12 tation of the Basin Plan.

13 In light of the significant problems facing the Basin, the Basin Plan contains a physical
14 solution that provides a comprehensive groundwater management strategy while still respecting
15 the laws related to water rights. The primary purpose of this Stipulated Judgment is to implement
16 the Basin Plan, rather than quantify the parties’ water rights. Therefore, it is the intention of the
17 parties that this Stipulated Judgment and the Basin Plan establish Water Entitlement Pools that a)
18 allocate the Basin’s sustainable yield between parties and non-parties for different groups of
19 users, including purveyors, agricultural users, community users, and private domestic users, with
20 the overarching objective of managing the Basin at a sustainable level, b) establish a Basin
21 Management Committee whose primary responsibility is the implementation of the Basin Plan,
22 and c) provide Court oversight and retained jurisdiction to facilitate achievement of this objective.

23 **3. PHYSICAL SOLUTION**

24 Consistent with the California Constitution and the decisions of the California Supreme
25 Court, the Court hereby adopts and orders the parties to comply with the physical solution set
26 forth in this Stipulated Judgment (“Physical Solution”). The purpose and objective of these
27 provisions are to provide a legal and practical means for accomplishing the most economic, long-
28 term, sustainable utilization of groundwater from the Basin to meet the needs and requirements of
29 water users dependent thereon, while respecting existing water rights. Through the Basin

1 Management Committee and the Basin Plan, the parties intend to manage the Basin in a manner
2 that will create greater certainty and reliability for continued access to groundwater for all users in
3 the Basin, including non-parties.

4 The Basin Management Committee is authorized to use existing, as well as new and
5 developing, technological, social and economic concepts to the fullest benefit for all those
6 dependent upon the Basin. Thus, it is essential that the Physical Solution hereunder provide for
7 maximum flexibility and adaptability. To that end, the Court has retained continuing jurisdiction
8 to supplement the broad discretion granted to the Basin Management Committee as set forth in
9 Section 7.1 of this Stipulation.

10 The parties shall implement the Basin Plan through this Stipulated Judgment, with the
11 oversight of the Basin Management Committee. The parties shall make every reasonable and
12 practical effort to implement a plan to fund the administration of the Basin Management
13 Committee and its implementation of the Basin Plan as promptly and timely as possible, with the
14 full knowledge that the implementation of the Basin Plan is crucial to preserve the long-term
15 integrity of Basin groundwater resources.

16 **3.1. Iterative Nature of the Physical Solution and the Basin Plan**

17 The parties, individually and by and through the Basin Management Committee, shall
18 evaluate the Basin Plan on a periodic basis to determine whether the Basin Plan is being
19 implemented as agreed upon, whether the Basin Plan actions are having the predicted impact to
20 halt seawater intrusion, and whether the parties should implement additional actions in the Basin
21 Plan or new actions that were not originally included in the Basin Plan. Material, substantive
22 changes to the Basin Plan shall require unanimous approval of the parties.

23 **4. USE OF BASIN GROUNDWATER**

24 Use of Groundwater from the Basin shall be allocated between parties and non-parties
25 pursuant to entitlement pools (“Pools”) as provided below. The parties intend the Pools to
26 establish a method for the Basin Management Committee to control the parties’ use from year-to-
27 year to maintain the integrity of the Basin given existing conditions as they change over time.

28 The parties also intend the allocation of Groundwater through Pools to non-parties to be sufficient

1 for cumulative non-party uses.

2 **4.1. Water Entitlement Pools**

3 Groundwater use shall be allocated through separate Pools and Pools shall be managed
4 through the Basin Management Committee. The Purveyor Pool shall consist of the Purveyors.
5 The Agricultural Pool shall consist of Groundwater production by all persons or entities that
6 produce water from the Basin for purposes of irrigation of crops on a commercial scale. The
7 Community Pool shall consist of all groundwater production by SPGC and Los Osos Valley
8 Memorial Park. The Private Domestic Pool shall consist of groundwater production by all
9 persons who produce water from the Basin for private domestic and incidental irrigation use.

10 **4.2. Determination and Allocation of Rights to Sustainable Yield_x of Basin; Pool
11 Allocation**

12 Prior to the start of each Year X following the commencement of this Stipulated Judg-
13 ment, the Basin Management Committee shall establish the Sustainable Yield_x for that Year,
14 based on the conservation implemented and Basin Plan infrastructure then developed in the Basin
15 and the Model. The Basin Management Committee will establish Sustainable Yield_x using the
16 process set forth in this Section 4. In each Year X, Sustainable Yield_x shall be divided into Pools,
17 as described below.

18 The Sustainable Yield_x shall be divided among the Pools as listed in Table 3. The
19 division of the Sustainable Yield_x among the Pools is based on the actual or estimated Ground-
20 water production for all pumpers in the Basin during the period from 2008 through 2013. The
21 Groundwater allocation for each Pool, shown in Table 3, is based on the Sustainable Yield_x of
22 2,400 AFY. The County is not included in Table 3, because the County's anticipated ground-
23 water use is and is anticipated to continue to be *de minimis*. As discussed in Section 2.3, the
24 County will use its best efforts to utilize only recycled water to irrigate the community park once
25 recycled water becomes available for use from the LOWWP. With respect to the wells located on
26 the LOWWP site for domestic use, the County anticipates an initial use (during the first few years
27 of operations) of approximately 11 AFY and a long-term use of approximately 2 AFY. The
28 exclusion of the County from Table 3 shall not be construed to limit the County's right to use

1 Groundwater for reasonable and beneficial uses on land overlying the Basin, except as
2 specifically set forth herein.

3

4 **Table 3. Pool Allocation Based on Sustainable Yield_x of 2,400**

5 User	6 Pool Share (%)	7 Pool Allowance (AFY)
8 Purveyor Pool	59.58	1,430
9 Agricultural Pool	31.25	750.0
10 Community Pool	2.92	70.0
11 Private Domestic Pool	6.25	150.0
12 Subtotal	100.00	2,400

13 The Basin Management Committee has broad discretion to further restrict the pumping of
14 the parties to manage the Basin, as provided below.

15 **4.3. Adjustment of Sustainable Yield_x and Allocation Among Pools**

16 With unanimous consent, the Basin Management Committee shall annually evaluate,
17 confirm and set the Sustainable Yield_x. Any change to the Sustainable Yield_x shall be based
18 upon the best available then existing data and evidence. When setting the Sustainable Yield_x in
19 any given year, the Basin Management Committee may also take into account: (a) the use of
20 recycled water in lieu of the use of groundwater, (b) the increased use of groundwater purchased
21 from a Purveyor in lieu of production of Groundwater from non-Purveyor owned or operated
22 well(s), and (c) intervention of additional parties into the Action. Unless conditions warrant an
23 adjustment as the Basin Management Committee may determine, for the first five years after
24 entry of the Stipulated Judgment, the Basin Management Committee shall set the Sustainable
25 Yield_x at 2,400 AFY. Based on the Model (assuming a Sustainable Yield_x of 2,450 AFY as
26 described above), the parties' aggressive implementation of conservation measures (given the
27 groundwater production data shown in Table 2) and the assumed implementation of the Basin
28 Plan, setting the initial Sustainable Yield_x at 2,400 AFY is presumed protective of the Basin.

Any adjustment to the Sustainable Yield_x shall only apply to the parties; non-party access
to groundwater shall remain unaffected. For example, if the Basin Management Committee
adjusts the Sustainable Yield_x to 2,300 AFY, and no other pumpers have intervened in this

1 Action, the Purveyor Pool shall be adjusted to 1,330 AFY.

2 **4.4. Water Rights of Non-Parties**

3 Once a non-party agrees to be bound by the terms and conditions of this Stipulated
4 Judgment and completes the process for Intervention into the Stipulated Judgment provided in
5 Section 7.8, that person becomes a party to the Stipulated Judgment. The Basin Management
6 Committee is authorized to adjust the Pool percentage allocations, depending on the nature of the
7 new party's rights and how the new party's Groundwater use is integrated into this Stipulated
8 Judgment.

9 **4.5. Allocation for Purveyor Pool**

10 Each entity within the Purveyor Pool shall have a continued right to use Groundwater for
11 reasonable and beneficial uses on property overlying the Basin. The Purveyor Pool allocation
12 provided in Table 3 is established as a baseline from which the Basin Management Committee
13 intends to manage the use of Basin Groundwater. Within the Purveyor Pool, the Basin Manage-
14 ment Committee is authorized to review and report each entity's water use to ensure that all
15 entities are complying with the maximum allowed use of 50 gallons per capita per day of Basin
16 Groundwater for interior use (not including an additional amount for outdoor use to be deter-
17 mined by the Basin Management Committee). To facilitate this review and reporting, each entity
18 within the Purveyor Pool shall provide Groundwater production logs to the Basin Management
19 Committee by January 31 of each year for the period of January 1 through December 31 of the
20 prior year.

21 **4.6. Allocation for Agriculture Pool and Recycled Water Use**

22 Each agricultural user in the Basin shall have a continued right to use Groundwater for
23 reasonable and beneficial agricultural uses within the Basin. The Pool allocation provided in
24 Table 3 is established as a baseline from which the Basin Management Committee intends to
25 manage the use of Basin Groundwater. Absent court intervention by a non-party agricultural user
26 pursuant to Section 7.8 or commencement of further legal action by the Basin Management
27 Committee or any party, Groundwater use for each agricultural user shall remain unaffected by
28 this Stipulated Judgment.

1 If an agricultural user desires to purchase recycled water from the LOWWP, it may do so
2 on such terms and conditions as the County (or the then current operator of the LOWWP) shall
3 determine from time to time, subject to review and comment by the Basin Management
4 Committee. County staff intends to recommend that the County Board of Supervisors adopt
5 policies and procedures that will result in the delivery of recycled water to agricultural users
6 consistent with the priorities set forth in Section 9.4 of the Basin Plan to the maximum extent
7 feasible. The parties acknowledge that all such policies and procedures must take into considera-
8 tion the County’s obligation under its Coastal Development Permit for the LOWWP to dispose all
9 treated effluent in the Basin.

10 **4.7. Allocation for Private Domestic Pool**

11 Each private domestic user in the Basin shall have a continued right to use Groundwater
12 for reasonable and beneficial uses on property overlying the Basin. The Private Domestic Pool
13 allocation provided in Table 3 is established as a baseline from which the Basin Management
14 Committee intends to manage the use of Basin Groundwater. Absent court intervention by a non-
15 party private domestic user pursuant to Section 7.8 or commencement of further legal action by
16 the Basin Management Committee or any party, Groundwater use for each private domestic user
17 shall remain unaffected by this Stipulated Judgment.

18 **4.8. Allocation for Community Pool**

19 Each Groundwater user composing the Community Pool shall have a continued right to
20 use Groundwater for reasonable and beneficial uses on property overlying the Basin. The
21 Community Pool allocation provided in Table 3 is established as a baseline from which the Basin
22 Management Committee intends to manage the use of Basin Groundwater. Absent court inter-
23 vention by a non-party community user pursuant to Section 7.8 or commencement of further legal
24 action by the Basin Management Committee or any party, Groundwater use for each community
25 user shall remain unaffected by this Stipulated Judgment.

26 **4.9. Injunction**

27 Upon its own motion or a motion from a party, the Court shall enjoin each party from
28 extracting any Groundwater from the Basin in excess of, or in a manner inconsistent with this

1 Stipulated Judgment.

2 **4.10. Transfer outside the Basin**

3 No Groundwater produced from the Basin may be transported to an area outside the
4 Basin. No water produced from the LOWWP shall be exported from the Basin, and all produced
5 water from the LOWWP shall be put to beneficial use within the Basin for recharge at the
6 Broderson or Bayridge Estates sites, or for beneficial use within the Basin, pursuant to the
7 distribution and use set forth in Condition No. 97 of the Coastal Development Permit for the
8 LOWWP and the Water Reinvestment Program of the Basin Plan.

9 **5. ESTABLISHMENT AND COMPOSITION OF BASIN MANAGEMENT**
10 **COMMITTEE**

11 The Basin Management Committee shall be established to administer, enforce and
12 implement the provisions of this Stipulated Judgment, the Basin Plan, and any subsequent
13 instructions or orders of the Court under the Stipulated Judgment. The Basin Management
14 Committee shall be responsible for its day-to-day operations and shall have general authority to
15 carry out the powers enumerated in this Stipulated Judgment. This Section generally sets forth
16 the standards for the Basin Management Committee in fulfilling its responsibilities regarding
17 implementation of the Basin Plan, including the application of these standards to Basin Manage-
18 ment Committee conduct and decisions under the Stipulated Judgment, and its rules and
19 regulations.

20 **5.1. Creation of the Basin Management Committee**

21 Upon court approval of this Stipulated Judgment, the “Los Osos Basin Management
22 Committee” or the “Basin Management Committee” is created and shall function as provided
23 herein.

24 **5.2. Membership**

25 The members of the Basin Management Committee shall be LOCSD, GSWC, S&T, and
26 the County.

1 **5.3. Purpose and Goals**

2 The purpose of the Basin Management Committee is to implement the Stipulated
3 Judgment and the Basin Plan, and to engage in such other activities as may be necessary or
4 appropriate to ensure their successful implementation, once a designated source(s) of funding has
5 been established in accordance with all constitutional and statutory requirements, including
6 Article 13 of the California Constitution. It is essential that the Basin Management Committee
7 have flexibility to adapt to changing conditions in the Basin to implement the Basin Plan taking
8 advantage of existing and future technological, social, and institutional options to maximize
9 beneficial use of the waters of the Basin. The Basin Management Committee shall exercise its
10 best efforts to:

11 5.3.1. Protect and enhance the long-term integrity of the Basin through implemen-
12 tation of the Basin Plan;

13 5.3.2. Evaluate the long term hydrologic balance within all areas and subareas of
14 the Basin;

15 5.3.3. Produce and distribute annual written reports assessing the hydrologic
16 balance in the Basin as further provided in Section 5.8.3 and use and consider the information
17 provided in the reports when modifying or updating the Basin Plan and setting the Sustainable
18 Yield_x.

19 5.3.4. It is not intended, nor shall the Basin Management Committee provide
20 resources to, facilitate or participate in the purchase or acquisition, of any party’s water rights or
21 water production and distribution facilities or wastewater treatment and water recycling facilities
22 through any means of forced or involuntary sale or transfer, including but not limited to
23 condemnation.

24 **5.4. Term**

25 5.4.1. The Basin Management Committee shall be established and assume its
26 responsibilities upon the Court’s approval of the Stipulated Judgment.

1 5.4.2. Should LOCSD, the County, S&T and GS MWC elect to enter into a JPA
2 Agreement whose function includes serving as the Basin Management Committee, the JPA shall
3 serve as the Basin Management Committee for so long as the JPA is in full force and effect.

4 **5.5. Rules and Regulations**

5 The Basin Management Committee shall adopt, and amend from time to time subject to
6 unanimous approval, such rules and regulations as may be reasonably necessary to carry out its
7 duties, powers and responsibilities under the provisions of this Stipulated Judgment. The rules
8 and regulations, and any amendments thereto, shall be effective on such date after the mailing
9 thereof to the parties as is specified by the Basin Management Committee. The Basin Manage-
10 ment Committee shall adopt its initial set of rules and regulations within ninety (90) days of entry
11 of this Stipulated Judgment.

12 **5.6. Powers of the Basin Management Committee**

13 The Basin Management Committee shall, subject to the limitations contained in this
14 Stipulated Judgment, have the power to:

15 5.6.1. Take all acts as are necessary and appropriate to carry out the purposes and
16 goals described in this Stipulated Judgment;

17 5.6.2. Take all acts as are necessary and appropriate to arrange for the funding of
18 the implementation of this Stipulated Judgment, including the activities of the Basin Management
19 Committee, and any or all aspects of the Basin Plan, as more specifically described in Section
20 5.13 of this Stipulated Judgment;

21 5.6.3. Perform other ancillary tasks relating to the implementation of the Basin
22 Plan and the Stipulated Judgment;

23 5.6.4. Make and enter into and perform contracts and agreements as necessary for
24 the full exercise of its powers;

25 5.6.5. Develop, and amend from time to time, an operating budget as necessary to
26 obtain the funds and financing necessary to implement this Stipulated Judgment and the Basin
27 Plan;

1 5.6.6. Take possession of, lease and own any or all of the facilities necessary or
2 associated with the implementation of the Basin Plan and to acquire such ancillary real and
3 personal property assets as may be necessary to carry out the Basin Plan by lease, purchase or
4 dedication, and to hold, enjoy, lease or sell, or otherwise dispose of, such assets subject to Section
5 5.3.4 of this Stipulation;

6 5.6.7. Apply for, accept and receive state, federal or local licenses, permits, grants,
7 loans or other aid and assistance from the United States, the State or other public agencies or
8 private entities necessary for the Basin Management Committee’s full exercise of its powers;

9 5.6.8. Employ, or otherwise contract for the services of, agents, officers,
10 employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors
11 and independent contractors;

12 5.6.9. Undertake any investigations, studies and matters of general administration
13 arising out of or relating to the implementation of this Stipulated Judgment and the Basin Plan;

14 5.6.10. Adopt rules, policies, regulations and procedures governing the operation
15 of the Management Committee consistent with this Stipulated Judgment;

16 5.6.11. Establish and maintain a website regarding the Basin and Basin Manage-
17 ment Committee activities;

18 5.6.12. Collect and analyze Groundwater production records for each party
19 producing groundwater from the Basin;

20 5.6.13. Publish a periodic report on the status of the Basin and implementation of
21 the Basin Plan, which shall be made publicly available (Groundwater extraction data included in
22 the report shall be reported in the aggregate);

23 5.6.14. Own and operate all property, equipment, supplies, funds and records of
24 the Basin Management Committee, except as otherwise provided in this Stipulated Judgment or
25 subject to the terms of any agreement through which the Basin Management Committee may
26 enter.

27 5.6.15. Collect, analyze and report monitoring data for the Basin (any Ground-
28 water extraction data included in the report shall be reported in the aggregate);

1 5.6.16. Collect, analyze and report data regarding urban water use efficiency in
2 the Basin;

3 5.6.17. Collect, analyze and report data on recycled water use within the Basin;

4 5.6.18. Maintain the Model and make improvements deemed appropriate for
5 management of the Basin;

6 5.6.19. Conduct a peer review of the Model at least once every 10 years;

7 5.6.20. Determine the Sustainable Yield_x of the Basin for each Year (consistent
8 with the provisions of this Stipulated Judgment), based on the Model and other appropriate
9 analyses;

10 5.6.21. Review and revise (if necessary) Pool allocations after the intervention of
11 additional parties;

12 5.6.22. Review and certify proposals for creation of marginal Sustainable Yield_x;

13 5.6.23. Implement Basin Plan projects;

14 5.6.24. Create an Advisory Committee from time-to-time as it may deem
15 appropriate to provide assistance to the Basin Management Committee during the ongoing
16 implementation of the Stipulated Judgment; and

17 5.6.25. Perform all other acts necessary or proper to carry out fully the purposes
18 of this Stipulated Judgment and the Basin Plan, including any available authority granted under
19 Chapter 5 of Part 2.74 of Division 6 of the California Water Code consistent with any applicable
20 limitations in this Stipulated Judgment.

21 **5.7. Special Authority Over Purveyor Pool**

22 On behalf of the Purveyors, the Basin Management Committee shall adopt regulations and
23 restrictions on the Purveyors' delivery of water and its consumption within the Basin to conserve
24 the water supply for the greatest public benefit. (Wat. Code § 353.) The Basin Management
25 Committee's regulations and restrictions may include imposition of: a) the obligation to deny
26 applications for new or additional service connections through the imposition of a water service
27 moratorium or other similar restriction on the issuance of commitments to provide new or
28 additional water services; b) mandatory water conservation measures to reduce groundwater use;

1 and c) provisions for the enforcement of such measure for willful violation of any regulations and
2 restrictions. (Wat. Code § 356.) All such restrictions or regulations must be applied uniformly,
3 applicable equally to all Purveyors.

4 Once appropriate elements of the Basin Plan are implemented, the Basin Management
5 Committee shall re-evaluate any policies and regulations regarding extraordinary mandatory
6 conservation measures and restrictions on the issuance of new water service connection commit-
7 ments.

8 The Basin Management Committee shall adjust its regulations and policies based on
9 existing Basin and hydrologic conditions. To the extent feasible, the Basin Management
10 Committee shall develop trigger point criteria from which it shall consider imposition of the
11 restrictions described above, based upon objective hydrologic criteria.

12 Prior to adopting a moratorium on service connections or additional conservation
13 measures, the Basin Management Committee shall conduct the public hearings required in
14 Section 351 of the California Water Code.

15 If a Purveyor is unable to implement any of the Basin Management Committee rules or
16 restrictions established pursuant to this Section 5.7 because of restrictions imposed by a
17 regulatory agency or court order, that Purveyor shall apply its reasonable best effort to implement
18 the functional equivalent to such restrictions and to comply with the then applicable Purveyor
19 Production Goal.

20 The Basin Management Committee Director and Alternate Director designated to
21 represent the County may elect not to participate in (vote on) the adoption of rules and regulations
22 restricting the Purveyors' delivery of water, including, without limitation, any rule or regulation
23 requiring the denial of new or additional service connections through the imposition of a water
24 service moratorium. Nothing in this Stipulated Judgment, the Basin Management Committee's
25 authority established herein, or the Basin Plan is intended to modify or otherwise restrict the
26 County's land use decision making authority.

1 **5.8. Administrative Responsibilities of the Basin Management Committee**

2 5.8.1. Maintenance of List of Parties to Judgment

3 The Basin Management Committee shall maintain a list of all parties to the Stipulated
4 Judgment, including those parties who intervene. The list shall also include the Pool to which
5 each party belongs and the water rights held by each party, including the quantity of those rights,
6 if applicable.

7 5.8.2. Records

8 The minutes of Basin Management Committee meetings shall be open to inspection and
9 maintained at the principal office. Copies of minutes may be obtained upon payment of the
10 duplication costs thereof. Copies of other records may be obtained on the payment of the duplica-
11 tion costs thereof and pursuant to applicable administrative policies of the Basin Management
12 Committee that may be established pursuant to this Stipulated Judgment. The Basin Management
13 Committee shall maintain a website. Basin Management Committee Staff shall publish those
14 records and other matters that it deems to be of interest to the parties to the Stipulated Judgment,
15 the general public or the Court on its website in a manner consistent with the practices described
16 in Water Code sections 5206 and 10730.8.

17 5.8.3. Annual Report

18 The Basin Management Committee shall prepare and make available an annual report
19 which shall be filed on or before 180 days after December 31 of each year and shall contain
20 details as to aggregate water production to the extent the information is available, water quality,
21 monitoring data, and a certified audit of all assessments and expenditures pursuant to the Basin
22 Management Committee and a review of Basin Management Committee activities. The report
23 shall generally include an update on the status of the parties’ efforts to implement the Basin Plan.
24 The report shall include an appendix which contains a specific “state of the Basin” report
25 including an update on the status of individual Basin Plan related activities such as water quality
26 monitoring results. The report shall also include a compilation of the then applicable Basin
27 Management Committee rules and regulations. All annual reports shall be filed with the Court
28 and made available to the public.

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5.8.4. Studies

The Basin Management Committee may undertake relevant studies of hydrologic conditions, both quantitative and qualitative, and operating aspects of implementation of the Basin Plan.

5.9. Basin Management Committee and Officers

5.9.1. Duties of the Basin Management Committee

The Basin Management Committee shall be the policymaking body responsible for the implementation of its responsibilities under the Stipulated Judgment. The Basin Management Committee shall have oversight of all business and affairs under the Basin Plan and the Stipulated Judgment and shall have the exclusive authority to approve such items as are reserved to the Basin Management Committee as provided in the Stipulated Judgment. The Basin Management Committee may act through an Executive Director. The Executive Director will regularly report to the Basin Management Committee. The Basin Management Committee may contract with third parties, to carry out all or any portion of the Basin Plan and this Stipulated Judgment, and other administrative and accounting functions arising out of or related to the implementation of this Stipulated Judgment.

5.9.2. Members of the Basin Management Committee

The Basin Management Committee shall consist of four (4) Directors and four (4) Alternate Directors, each of which shall be a designated representative of the appointing party. Each appointing party shall appoint one Director and one Alternate Director to the Basin Management Committee. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Basin Management Committee, if the Director is present. 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 Basin Management Committee, the Alternate Director appointed to act in his or her place shall assume all rights of the Director, and shall have the authority to act in his or her absence, including casting votes on matters before the Basin Management Committee. Each Director and Alternate Director shall be appointed prior to the initial meeting of the Basin Management Committee, and reappointed at its first meeting

1 following December 1 of each Year.

2 5.9.3. Removal

3 A Director may be removed during his or her term or reappointed for multiple terms at the
4 pleasure of the party that appointed him or her. No individual Director may be removed in any
5 other manner, including by the affirmative vote of the other Directors.

6 5.9.4. Vacancies

7 A vacancy shall occur when a Director resigns, or is removed by his or her appointing
8 party. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new
9 Director is appointed. Each appointing party shall submit any changes in Director or Alternate
10 Director positions to the Basin Management Committee in writing and signed by an authorized
11 representative of the appointing party.

12 5.9.5. Officers

13 There shall be selected from the Directors, a Chair, Vice-chair (who shall act in the
14 absence of the Chair), Secretary, Treasurer, and such other officers as the Board may deem
15 necessary. The Basin Management Committee may appoint a chief executive officer whom, if
16 appointed, shall be the Executive Director of the Basin Management Committee. If an Executive
17 Director is not appointed, the Chair shall act as the Basin Management Committee's Executive
18 Director.

19 5.9.6. Appointment of Officers

20 The officers shall be appointed annually by, and serve at the pleasure of, the Basin
21 Management Committee. Officers shall be elected or appointed, as applicable, at the first Basin
22 Management Committee meeting, and thereafter at the first Basin Management Committee
23 meeting following December 1 of each year. An Officer may serve for multiple consecutive
24 terms. Any Officer may resign at any time upon written notice to the Basin Management
25 Committee. The Secretary or Treasurer may be removed and replaced by an affirmative decision
26 of the Basin Management Committee.

1 5.9.7. Principal Office

2 The Basin Management Committee shall establish its principal office, and may thereafter
3 change it by the affirmative vote of the Basin Management Committee.

4 5.9.8. Appointment of Subcommittees

5 From time to time, the Basin Management Committee may, by resolution, establish one or
6 more subcommittees for such purposes as the Basin Management Committee may designate.
7 Any such subcommittee shall have such scope of authority as the Basin Management Committee
8 may designate in the subcommittee enabling resolution.

9 **5.10. Basin Management Committee Meetings**

10 5.10.1. Meetings

11 All meetings, whether regular or special, shall be open to the public unless they are
12 properly designated as a confidential session. Whenever a public hearing shall be required
13 therein, written notice of such public hearing containing the time, date and place of public
14 hearing, together with the matter to be heard thereat, shall be given to all parties and each such
15 person who has requested, in writing, notice of such meeting, at least ten (10) days prior to said
16 public hearing. At such public hearing, evidence shall be taken with regard to only the matters
17 noticed, unless a sufficient urgency shall exist to the contrary, and full findings and decisions
18 shall be issued and made available for public inspection.

19 5.10.2. Confidential Sessions

20 The Basin Management Committee may hold confidential sessions as otherwise
21 authorized under the Ralph M. Brown Act, California Government Code sections 54950 *et seq.*
22 A Confidential Session can be requested by any member of the Basin Management Committee.
23 Typical matters that can be held in a confidential session are including but not limited to:
24 (i) meetings with counsel to discuss or act on pending or threatened litigation involving the Basin
25 Management Committee; or (ii) discuss contract negotiations involving the Basin Management
26 Committee. Minutes shall not be taken for confidential sessions of the Basin Management
27 Committee Board, but a confidential memorandum shall be prepared to describe attendance and
28 votes on decisions.

1 5.10.3. Notice

2 Notices shall be given in writing to all parties and each such person who has requested
3 notice in writing, and shall specify the time and place of the meeting and the business to be
4 transacted at the meeting. Notice may be provided by United States mail, facsimile or electronic
5 mail delivery. Copies of all agendas, notices, reports, rules and regulations and other relevant,
6 public Basin Management Committee items shall be published on a website sponsored by the
7 Basin Management Committee. The Basin Management Committee will maintain a current list of
8 the names of active parties and their addresses for the purpose of providing service, and will
9 maintain a current list of the names and addresses of all parties to the Stipulated Judgment.

10 5.10.4. Conduct

11 Unless otherwise specified in the Stipulated Judgment, all meetings of the Basin
12 Management Committee, including special meetings, shall be noticed, held, and conducted in
13 accordance with the Ralph M. Brown Act, California Government Code sections 54950 *et seq.*
14 The Management Committee may use teleconferencing in connection with any meeting in
15 conformance with and to the extent authorized by applicable law.

16 5.10.5. Local Conflict of Interest Code

17 The Basin Management Committee shall adopt a local conflict of interest code pursuant to
18 the provisions of the Political Reform Act of 1974, California Government Code sections 81000-
19 91014.

20 **5.11. Voting**

21 5.11.1. Quorum

22 A quorum of any meeting of the Basin Management Committee shall consist of at least
23 three (3) Directors or such larger number as constitutes a majority of the Directors appointed. In
24 the absence of a quorum, any meeting of the Directors may be adjourned by a vote of a majority
25 of Directors present, but no other business may be transacted. For purposes of Section 5.11 of the
26 Stipulated Judgment, a Director shall be deemed present if the Director appears at the meeting in
27 person or telephonically, provided the telephone appearance is consistent with the requirements of
28 the Ralph M. Brown Act.

1 5.11.2. Director Votes

2 Voting by and on all matters of the Basin Management Committee shall be weighted as
3 follows. Except as otherwise expressly provided herein, each Director’s vote shall be weighted
4 with LOCSD and GSWC each holding thirty-eight percent (38%), the County holding twenty
5 percent (20%) and S&T holding four percent (4%). A Director, or an Alternate Director when
6 acting in the absence of his or her Director, may vote on all matters of Basin Management
7 Committee business unless disqualified because of a conflict of interest pursuant to California law
8 or the local conflict of interest code adopted by the Basin Management Committee.

9 5.11.3. Affirmative Decisions of the Management Committee

10 Except as otherwise specified in this Agreement, all affirmative decisions of the Manage-
11 ment Committee shall require the affirmative vote of Directors with a collective voting weight of
12 more than fifty percent (50%) as provided in Section 5.11.2 above; provided, that if a Director is
13 disqualified from voting on a matter before the Basin Management Committee because of a
14 conflict of interest, the Alternate Director appointed by the applicable Member shall be entitled to
15 vote on the matter, but if the Alternate Director is disqualified from voting on the matter because
16 of a conflict of interest, that Director and Alternate Director shall be excluded from the
17 calculation of the total number of Directors that constitute a majority.

18 5.11.4. Basin Management Committee Approval Requirements

19 In the following instances, the Basin Management Committee may act only with the
20 unanimous approval of the Directors:

21 5.11.4.1. Authorizing or implementing any material change to the Basin
22 Plan;

23 5.11.4.2. Authorizing or approving any material change to any Member’s
24 use of water extracted, developed or available for use within the Basin in a manner materially
25 inconsistent with the Basin Plan or the Stipulated Judgment;

26 5.11.4.3. Adoption and/or any change in the rules and regulations of the
27 Basin Management Committee;

28

1 5.11.4.4. Adoption of any regulations or restrictions on the Purveyors’
2 delivery of water and its consumption within the Basin as provided in Section 5.7; provided
3 however, if the County elects not to participate in this vote, unanimous approval may be obtained
4 through the vote of the remaining Directors;

5 5.11.4.5. Adoption of any supplemental fees, taxes or assessments
6 necessary to address shortfalls or unanticipated expenses for which reserves are unavailable;

7 5.11.4.6. Revising the weighted voting as provided in Section 5.11.2,
8 including but not limited to the insolvency, addition or withdrawal of a member of the Basin
9 Management Committee;

10 5.11.4.7. Approving, revising or ratifying the Basin Management
11 Committee Budget.

12 5.11.4.8. Adoption of funding targets for operational and maintenance
13 reserves;

14 5.11.4.9. Entering into any contract or agreement which delegates the
15 duties of the Basin Management Committee to any third party; and

16 5.11.4.10. Establishing and implementing a mechanism(s) to fund the
17 operation of the Basin Management Committee and the actions provided in this Stipulated
18 Judgment and the Basin Plan.

19 **5.12. Executive Director**

20 5.12.1. Appointment

21 The Basin Management Committee Chair shall serve as the Executive Director of the
22 Basin Management Committee, unless the Basin Management Committee otherwise appoints or
23 employs an Executive Director. The Executive Director’s compensation, if any, shall be
24 determined by the Basin Management Committee.

25 5.12.2. Duties

26 The Executive Director shall be the chief executive officer of the Basin Management
27 Committee and shall act as the representative of the Basin Management Committee to carry out
28 its duties and obligations.

1 5.12.3. Employment of Staff and Consultants

2 Subject to the approval of the Basin Management Committee, the Executive Director may
3 employ, on behalf of the Basin Management Committee such full- or part-time administrative,
4 engineering, geologic, accounting, legal, or other specialized personnel or consultants as may be
5 deemed appropriate.

6 5.12.4. Term and Termination

7 The Executive Director shall serve until he or she resigns or is removed by the
8 Management Committee.

9 **5.13. Funding Plan and Budget**

10 5.13.1. Funding Plan

11 The parties anticipate that the San Luis Obispo County Flood Control and Water
12 Conservation District (Flood Control District) will establish a Zone of Benefit coterminous with
13 the area subject to this Action and seek approval of a special tax or assessment within said Zone
14 to cover the administrative costs of the Basin Management Committee and such other costs as
15 deemed appropriate by the parties and the Flood Control District. The parties will reimburse the
16 Flood Control District for all costs incurred in establishing and collecting the special tax or
17 assessment to the extent that such costs are not otherwise recoverable from the proceeds of the
18 special tax or assessment. Each party's share of the reimbursement obligation shall be identical
19 to its voting weight as described in Section 5.11.2. The Basin Management Committee shall also
20 develop a plan to fund all other costs associated with implementation of this Stipulated Judgment
21 and the Basin Plan, including the cost to construct, operate and maintain the physical
22 improvements described in the Basin Plan. Notwithstanding the foregoing, the Basin
23 Management Committee shall have the power to take all acts as are necessary and appropriate to
24 arrange for the funding of the Basin Management Committee, this Stipulated Judgment and the
25 Basin Plan, including establishing an alternative to the funding mechanism described above for
26 funding the administrative costs of the Basin Management Committee, provided that said plan
27 relies on an independent source(s) of revenue sponsored by the Basin Management Committee
28 and does not require contribution from any of the parties' general funds.

1 5.13.2. Budget

2 The Basin Management Committee shall develop annually a budget for its activities and
3 responsibilities and determine any cost sharing agreement for funding the budget.

4 5.13.3. Contracts

5 The Basin Management Committee shall be authorized to enter into contracts for the
6 performance of any of its obligations, authorities or powers herein granted, including, without
7 limitation, a contract with the Flood Control District to secure funding for the administrative costs
8 of the Basin Management Committee.

9 **5.14. Monitoring**

10 The Basin Management Committee will carry out the monitoring activities described in
11 Chapter 7 of the Basin Plan provided that nothing contained in this Stipulated Judgment shall be
12 construed to require or to permit the Basin Management Committee to require the County Board
13 of Supervisors to adopt an ordinance requiring the reporting of groundwater production. The
14 Basin Management Committee, however, is authorized to require parties to report their Ground-
15 water production as specified in sections 4.5 and 5.4 of this Stipulated Judgment. Findings and a
16 summary of activities shall be reported in the Basin Management Committee annual report.
17 Monitoring procedures not described in Chapter 7 shall be implemented through the development
18 of appropriate Basin Management Committee policies and procedures as necessary. Any such
19 policies and procedures adopted by resolution or minute action shall be reported to the Court in
20 the Basin Management Committee’s annual report.

21 **6. DISPUTE RESOLUTION AND WORKING WITH THE COURT**

22 **6.1. Events Constituting a Default by a Party**

23 Any party that fails timely to perform or observe any term, covenant, or undertaking in
24 this Stipulated Judgment that it is to perform or observe and such failure continues for ninety (90)
25 days from the delivery of a Notice of Default from any party or the Basin Management
26 Committee shall be deemed in default of this Stipulated Judgment. All Notices of Default shall
27 be sent to all parties and the Basin Management Committee by overnight mail or other method of
28 guaranteed delivery, identifying the applicable parties and specific facts supporting the default.

1 **6.2. Remedies Upon Default**

2 In the event of a default, each party shall have the following rights and remedies:

3 6.2.1. Specific Performance. Each party agrees and recognizes that the rights and
4 obligations set forth in this Stipulated Judgment are unique and of such a nature as to be
5 inherently difficult or impossible to value with money. If one party does not perform in
6 accordance with the specific wording of any of the provisions in this Stipulated Judgment
7 applicable to that party, defaults, or otherwise breaches this Stipulated Judgment, an action at law
8 for damages or other remedies at law would be wholly inadequate to protect the unique rights and
9 interests of the other party to the Stipulated Judgment. Accordingly, in any court controversy
10 concerning this Stipulated Judgment, the Stipulated Judgment’s provisions will be enforceable in
11 a court of equity by specific performance. This specific performance remedy is not exclusive and
12 is in addition to any other remedy available to the parties to enforce the terms of this Stipulated
13 Judgment.

14 6.2.2. Injunction. Each party agrees and recognizes that the rights and obligations
15 set forth in this Stipulated Judgment are material to another party and of such a nature that there
16 will be substantial reliance upon the terms of this Stipulated Judgment. If one party does not
17 perform in accordance with specific wording of any of the provisions of this Stipulated Judgment
18 applicable to that party, defaults, or otherwise breaches this Stipulated Judgment, an action at law
19 for damages or other remedies at law would be wholly inadequate to prevent substantial and
20 irreparable harm to another party to the Stipulated Judgment. Accordingly, in any court
21 controversy concerning this Stipulated Judgment, the Stipulated Judgment’s provisions will be
22 enforceable in a court of equity by mandatory and prohibitory injunction. This mandatory and
23 prohibitory injunction remedy is not exclusive and is in addition to any other remedy available to
24 the parties to enforce the terms of this Stipulated Judgment.

25 6.2.3. Cumulative Rights and Remedies. The parties do not intend that any right
26 or remedy given to a party on the breach of any provision under this Stipulated Judgment be
27 exclusive; each such right or remedy is cumulative and in addition to any other remedy provided
28 in this Stipulated Judgment or otherwise available at law or in equity. If the non-breaching party

1 fails to exercise or delays in exercising any right or remedy, the non-breaching party does not
2 thereby waive that right or remedy. Furthermore, no single or partial exercise of any right,
3 power, or privilege precludes any further exercise of a right, power, or privilege granted by this
4 Stipulated Judgment or otherwise.

5 **6.3. Exclusions**

6 6.3.1. Emergency. An emergency event which, if not promptly resolved, may
7 result in imminent danger to the public health, safety or welfare shall not be subject to dispute
8 resolution.

9 6.3.2. Complete Discretion. Those matters reserved to the complete discretion of a
10 party under this Stipulated Judgment shall not be subject to dispute resolution.

11 **6.4. Disputes**

12 Each party to this Stipulated Judgment may submit any dispute related to or arising under
13 this Stipulated Judgment to non-binding mediation by delivering a written Notice of Dispute to
14 the other party, with a courtesy copy provided to the Basin Management Committee.

15 The Notice of Dispute shall clearly describe the basis of the dispute and the Sections of
16 the Stipulated Judgment under which the dispute arises.

17 The non-binding mediation shall be conducted by Judicial Arbitration Mediation Services
18 (JAMS) or an equivalent mediation service agreed to by the parties.

19 Unless otherwise agreed, a mediator shall be appointed within forty-five (45) days of the
20 date the Notice of Dispute is delivered to hear the dispute and provide a written determination.
21 The mediator shall be chosen jointly by the parties. If the parties cannot agree, the Court shall
22 appoint the mediator. Employees or agents of Basin Management Committee or any party are
23 ineligible to serve as the mediator.

24 The mediation shall be held within ninety (90) days of the date the Notice of Dispute is
25 delivered.

26 Any statute of limitations applicable to any claims, rights, causes of action, suits, or
27 liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown,
28 shall be tolled during the mediation process. For purposes of this section, the mediation process

1 shall be deemed to commence upon the service of a Notice of Dispute to the other party. For
2 purposes of this section, the mediation process shall be deemed complete ten (10) days after
3 service of the mediator’s written notice of the conclusion of the mediation.

4 **6.5. No Restriction on Rights**

5 There shall be no restriction on rights to judicial review following determination by the
6 Basin Management Committee.

7 **7. GENERAL PROVISIONS**

8 **7.1. Continuing Jurisdiction**

9 Full jurisdiction, power and authority are retained by and reserved to the Court upon the
10 application of any party or by the Basin Management Committee, by a noticed motion to all
11 parties, to make such further or supplemental orders or directions as may be necessary or
12 appropriate to interpret, enforce, or implement this Stipulated Judgment. The Court may also
13 modify, amend or amplify any of the provisions of this Stipulated Judgment upon noticed motion
14 initiated by a party or parties, or by the Basin Management Committee subject to the limitations
15 set forth in Section 7.2.1. The parties expressly reserve to the Court continuing jurisdiction, upon
16 motion by any party to:

17 7.1.1. Quantify the rights of each party to extract Basin groundwater and to
18 develop rules for the transferability of the water rights of each party.

19 7.1.2. Subject to the limitations set forth in Section 7.2.1, allocate rights to use
20 non-Groundwater sources within the Basin, and the conditions under which such sources may be
21 made available and use rights distinguished from available Groundwater.

22 7.1.3. Subject to the limitations set forth in Section 7.2.1, order any further
23 remedy or injunctive relief as may be legally appropriate, after affording due process and hearing,
24 should any party contend the Basin Plan is not being implemented timely; any party is not acting
25 in good faith to undertake its obligations to participate in the implementation of the Basin Plan;
26 the Basin Plan as implemented is not effective in restoring the long-term integrity of Basin
27 groundwater; or should the PUC fail to grant the approval(s) contemplated in Section 7.6 below.
28

1 7.1.4. To the extent the parties rely on the JPA to function as the Basin
2 Management Committee, the County, S&T, LOCSO and GSWC agree to make all those changes
3 necessary to the composition, institutional structure, framework, or any other material provision
4 of a JPA Agreement, so that each party retains all its rights, obligations and voting authority as
5 provided in such JPA Agreement, should a court or regulatory agency determine the JPA cannot
6 be implemented as intended. Should the parties elect to dissolve the JPA, the Basin Management
7 Committee shall be composed and function as provided for in Section 5.

8 **7.2. Reservation of Other Remedies**

9 7.2.1. Funding Contingency

10 Each party reserves the right to withdraw from this Stipulated Judgment should the Basin
11 Management Committee make a good faith attempt and fail to establish or secure a mechanism(s)
12 to fund each party’s participation in the Basin Management Committee and implementation of
13 this Stipulated Judgment and the Basin Plan, as determined by each party in its sole and complete
14 discretion. A party exercising this withdrawal right shall provide 30 days prior notice to the
15 parties. Withdrawal shall be effective on the 31st day following the date of the withdrawal notice.
16 Notwithstanding any other provision of this Stipulated Judgment, subsequent to withdrawal
17 pursuant to this Section 7.2.1, the court shall retain jurisdiction over a withdrawing party subject
18 to the Action, except that no party nor the Basin Management Committee shall seek any court
19 order or direction that imposes any funding obligation on a withdrawing party inconsistent with
20 or disproportionate to that party’s right to extract Groundwater from the Basin. Upon issuing a
21 notice of withdrawal, the withdrawing party shall immediately relinquish all rights and
22 obligations as a member of the Basin Management Committee. The remaining parties to the
23 Stipulated Judgment shall make every reasonable effort to reformulate the Basin Management
24 Committee among and between them and submit to the court for approval a revised Stipulated
25 Judgment reflecting the changed composition of the parties to the Stipulated Judgment and their
26 respective obligations.

1 7.2.2. Claims by and Against Non-Parties

2 Nothing in this Stipulated Judgment shall expand or restrict the rights, remedies or
3 defenses available to any party in raising or defending against claims made by any non-party.

4 7.2.3. Claims Between Parties on Matters Unrelated to the Stipulated Judgment

5 Nothing in this Stipulated Judgment shall either expand or restrict the rights or remedies
6 of the parties concerning any subject matter that is unrelated to the use of the Basin for extraction
7 as allocated and equitably managed pursuant to this Stipulated Judgment.

8 **7.3. Water Quality**

9 Nothing in the Basin Plan shall be interpreted as relieving any party of its responsibilities
10 to comply with state or federal laws for the protection of water quality or the provisions of any
11 permits, standards, requirements or orders promulgated thereunder.

12 **7.4. Severability**

13 The parties agree that if any provision of the Basin Plan or the Stipulated Judgment is held
14 to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full
15 force and effect.

16 **7.5. Duty to Cooperate**

17 The parties agree not to oppose, or in any way encourage or assist any other party in
18 opposing or challenging, any action, approval or proceeding necessary to obtain approval or make
19 effective the provisions of the Basin Plan or the Stipulated Judgment.

20 **7.6. Stipulating Parties under Public Utilities Commission Regulation**

21 To the extent allowed by law, GSWC shall comply with the Stipulated Judgment, the
22 Basin Plan, and Basin Management Committee decisions and orders prior to obtaining California
23 Public Utilities Commission (CPUC) approval. If the CPUC fails to approve GSWC's participa-
24 tion or fails to provide approval of rate adjustments necessary for GSWC to participate in the
25 Basin Management Committee or any project set forth in the Basin Plan where the Basin
26 Management Committee has been unable to secure a community-wide funding mechanism,
27 GSWC shall promptly provide the parties notice of such PUC ruling and any party may seek any
28

1 and all appropriate remedies under the Court’s reserved jurisdiction provided in Section 7.1
2 above.

3 **7.7. Designation of Address for Notice and Service**

4 Each party shall designate the name, address, and email address, if any, to be used for
5 purposes of all subsequent notices and service either by its endorsement on the Stipulated
6 Judgment for entry of judgment or by a separate designation to be filed within thirty days after
7 approval of the Basin Plan by the Court/Stipulated Judgment has been entered. This designation
8 may be changed from time to time by filing a written notice with the Basin Management
9 Committee. Any Party desiring to be relieved of receiving notices may file a waiver of notice on
10 a form to be provided by the Basin Management Committee. The Basin Management Committee
11 shall maintain at all times a current list of parties to whom notices are to be sent and their
12 addresses for purposes of service. The Basin Management Committee shall also maintain a full
13 current list of names and addresses of all parties, including parties who later stipulate to
14 judgment, or their successors. Copies of such list shall be available to any person. If no
15 designation is made, a party’s designee shall be deemed to be, in order of priority: (i) the party’s
16 attorney of record; (ii) if the party does not have an attorney of record, the party itself at the
17 address on the Basin Management Committee list.

18 **7.8. Intervention After Entry of Stipulated Judgment**

19 Any person who is not a party or successor to a party, who uses or proposes to use
20 groundwater from the Basin, may seek to become a party to the Stipulated Judgment through a
21 stipulation for intervention entered into with the Basin Management Committee, or by filing a
22 motion with the Court. The intervening party shall provide evidence of groundwater production
23 during the period of 2008 through the end of the calendar year prior to the date of the request for
24 intervention, to the extent available. The stipulation or motion must state in which pool the
25 intervening party belongs, property owned, place of use, purposes of use, location of wells, and
26 historical use. The Basin Management Committee may execute said stipulation on behalf of the
27 other parties but such stipulation shall not preclude a party from opposing such intervention at the
28 time of the Court hearing. Any stipulation for intervention must be filed by the Basin Manage-

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ment Committee with the Court, which will consider an order confirming the requested intervention following thirty (30) days' notice to the parties. Thereafter, if approved by the Court, such intervenor shall be a party bound by the Stipulated Judgment and subject to any and all Basin Plan requirements and entitled to the rights and privileges conferred by the Basin Plan.

7.9. No Loss/Abandonment of Rights

It is in the interest of reasonable beneficial use of the Basin and its water supply that no party be encouraged to take and use more water in any year than is actually required. Failure to produce all of the water to which a party is entitled under its Pool shall not, no matter how long continued, be deemed or constitute an abandonment of such party's right, in whole or in part.

7.10. Headings

The section headings contained in this Stipulated Judgment are for reference purposes only and shall not affect the meaning or interpretation of this Stipulated Judgment.

Dated: October 2, 2015

COUNTY OF SAN LUIS OBISPO

By: 

RITA L. NEAL
TIMOTHY MCNULTY
Attorneys for Defendant, County of San Luis Obispo

Dated: October _____, 2015

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By: _____

ROBERT J. SAPERSTEIN
Attorneys for Defendant Golden State
Water Company

[Signatures continued on the following page.]

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13
14 Dated: October _____, 2015

COUNTY OF SAN LUIS OBISPO

15
16 By: _____
17 RITA L. NEAL
18 TIMOTHY MCNULTY
19 Attorneys for Defendant, County of San
20 Luis Obispo

21
22 Dated: October 5, 2015

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

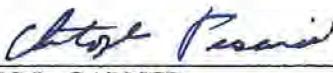
23 By: _____
24 ROBERT J. SAPERSTEIN
25 Attorneys for Defendant Golden State
26 Water Company

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28 [Signatures continued on the following page.]

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Dated: _ October 5, 2015

BEST BEST & KRIEGER

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Community Services District

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Dated: _ October _____, 2015

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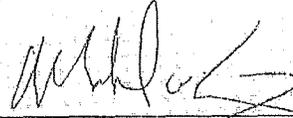
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Dated: _ October 5, 2015

BEST BEST & KRIEGER

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SARAH CHRISTOPHER FOLEY
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SHIPSEY & SEITZ

By: 
MICHAEL W. SEITZ
Attorneys for Plaintiff, Los Osos
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Dated: _ October ____, 2015

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Water Company

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Dated: _ October ____, 2015

BEST BEST & KRIEGER

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Dated: _ October 6, 2015

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