

Paso Basin Cooperative Committee Notice of Regular Meeting

AGENDA

July 24, 2024

NOTICE IS HEREBY GIVEN that the Paso Basin Cooperative Committee will hold a Regular Meeting at **4:00 p.m.** on **Wednesday, July 24, 2024**, at the Paso Robles Council Chambers, 1000 Spring Street, Paso Robles, CA 93446.

Zoom Link: <https://us06web.zoom.us/j/83359446962?pwd=bGJFK3pXYitOQ0hWdk5mZTBXWDFoZz09>

Meeting ID: 833 5944 6962

Passcode: 068456

Call-in: +16694449171,,83359446962#,,,,*068456# US

NOTE: The Paso Basin Cooperative Committee (PBCC) 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 PBCC are encouraged to request such accommodation 48 hours in advance of the meeting from Taylor Blakslee at (661) 477-3385.

Members

Matt Turrentine, Chair, Shandon-San Juan WD

Berkley Baker, Vice Chair, San Miguel CSD

John Hamon, Secretary, City of Paso Robles

Bruce Gibson, Treasurer, County of SLO

Dana Merrill, Estrella El-Pomar Creston WD

Alternates

Ray Shady, Shandon-San Juan WD

Kelly Dodds, San Miguel CSD

Sharon Roden, City of Paso Robles

Blaine Reely, County of SLO

Hilary Graves, Estrella El-Pomar Creston WD

1. Call to Order (**Turrentine**) (1 min)
2. Pledge of Allegiance (**Turrentine**) (1 min)
3. Roll Call (**Blakslee**) (1 min)
4. Meeting Protocols (**Blakslee**) (2 min)
5. Public Comment – Items not on Agenda (**Turrentine**) (3 min/speaker)

REPORT ITEMS

6. Update on Grant-Funded Projects
 - a. Blended Irrigation Water Supply Project (Alternatives Analysis) (**WSC**) (30 min)
 - b. Rate Study (**SCI Consulting**) (30 min)
 - c. Grant Spending Plan and Schedule (**Blakslee**) (15 min)
7. Update on Quarterly Expense Report (**Blakslee**) (5 min)
8. Update on MOA No. 2 and Fiscal Year 2024-2025 Budget (**Reely**) (10 min)

ACTION ITEMS

9. Approval of May 22, 2024 Meeting Minutes (**Blakslee**) (5 min)
10. Update from Committee Members or Staff (10 min) – *Verbal*
 - a. City of Paso Robles
 - b. County of San Luis Obispo
 - c. San Miguel Community Services District
 - d. Shandon-San Juan Water District
 - e. Estrella-El Pomar-Creston Water District
11. Upcoming meeting(s) (**Blakslee**) (2 min)

For more information, please visit the Groundwater Sustainability Agency websites at:

County of San Luis Obispo - www.slocounty.ca.gov/sgma | Shandon-San Juan Water District – www.ssjwd.org |
City of Paso Robles – www.prcity.com | San Miguel CSD – www.sanmiguelcsd.org | Estrella-El Pomar-Creston Water District www.epcwd.org

- a. Next PBCC Meeting – September 25, 2024
 12. Future Items (2 min)
 13. Correspondence (1 min) – *Nothing to Report*
 14. Adjourn (5:20 p.m.)
-

To join the Paso Basin email list, please sign-up at:
<https://mailchi.mp/co.slo.ca.us/paso-basin-email-sign-up>

PASO BASIN COOPERATIVE COMMITTEE
July 24, 2024

Agenda Item #6a – Blended Irrigation Water Supply Project (Alternatives Analysis)

Recommendation

None; information only.

Prepared By

Michael Goymerac / Rob Morrow, Water Systems Consulting

Discussion

In 2022, the Paso Basin was awarded a \$7.6 million grant from the California Department of Water Resources for the implementation of its Groundwater Sustainability Plan (GSP).

The grant spending plan is composed of six (6) components, and Component 6 “Supplemental Water Supply Feasibility/Engineering Studies,” Task 1 identifies the Blended Water Supply Feasibility Study project.

An RFP was issued for this project on July 20, 2023, and Water Systems Consulting (WSC) was the selected consultant. An update on the project draft alternatives analysis, prepared by WSC, is provided as Attachment 1.

* * *



PASO BASIN COOPERATIVE COMMITTEE

Paso Basin Blended Water Supply Project Update



July 24, 2024

Agenda

1

Project
Drivers

2

Supply vs.
Demand

3

Core
Alternatives

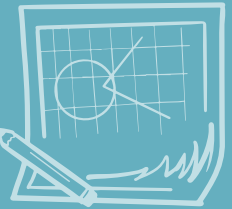
4

Common
Alternatives


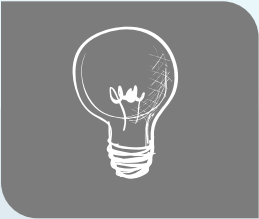
5

Next Steps

Project Drivers



**Inform GSA
rate setting**



**Project feasibility
and conceptual
design**

**Provide project
alternatives
and costs**



BLENDED WATER SUPPLY PROJECT

Supply & Demand

Supply Scenarios (AFM)

1 **320 NWP**
+ 170 RW
“Firm” future availability
Similar to capacity at
max use month



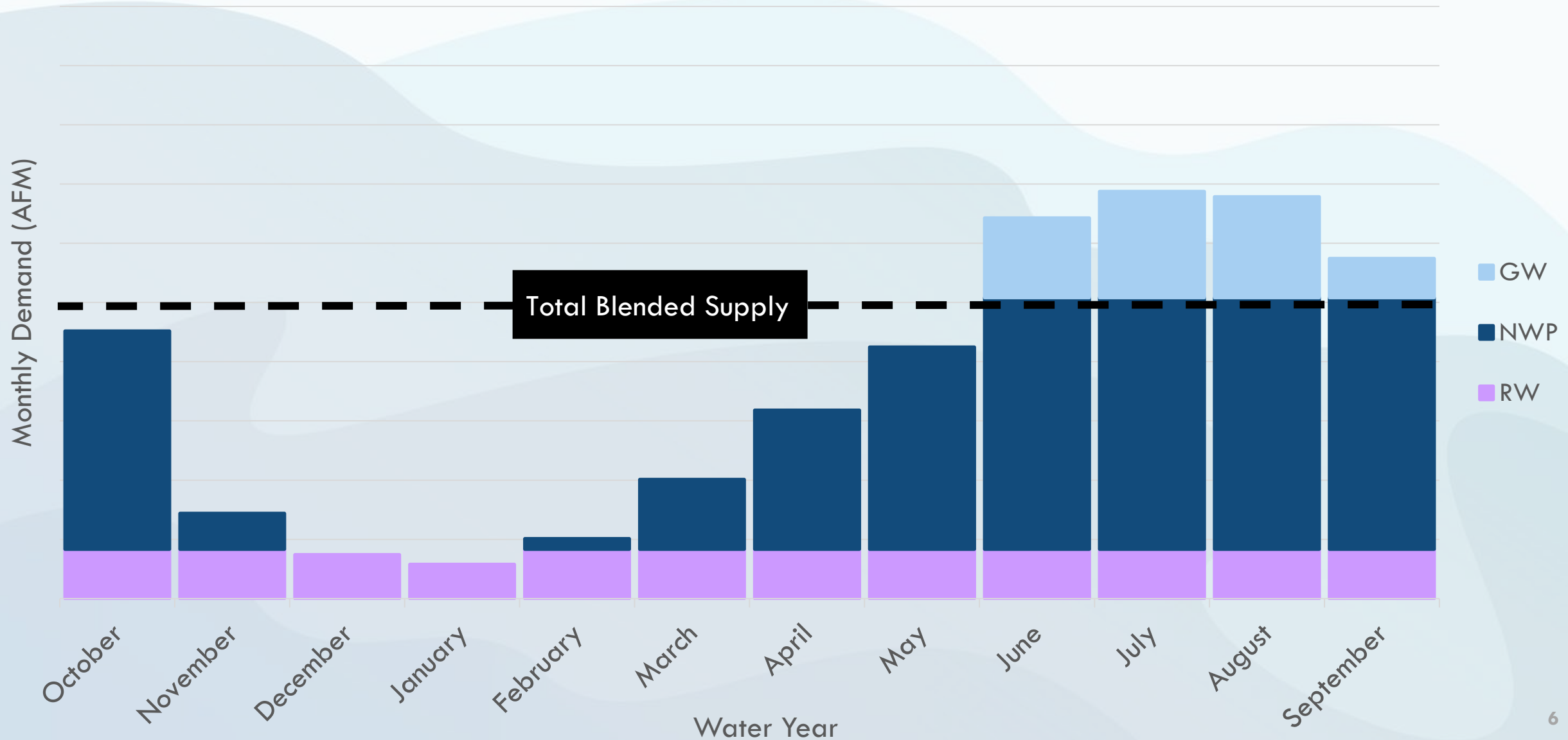
2 **640 NWP**
+ 170 RW
Total of individual peak
months of high-volume
participants



3 **850 NWP**
+ 170 RW
~Historical average
summer unused supply



Example Supply vs Demands



BLENDED WATER SUPPLY PROJECT

Alternatives Analysis

Project Alternatives Analysis

Service Size Alternatives

- Split into 5 service areas: 1A, 1B, 2A, 3A, and 3B
- Varied service area: 1,300 to 4,400 acres
- Number of turnouts, demands, pipeline and pumping capacities all varied



Operational Alternatives

- Limited on-demand (scheduled) vs. continuous delivery
- Varied pipeline sizes and volume of user storage (larger storage → smaller pipes)
- Turnout styles and delivery pressures



Supply Constraint Alternatives

- Simulated building smaller vs. larger system
- 1st Group: Maintained 1A, varied supply scenarios
- 2nd Group: Maintained supply scenario, varied combinations and sizes of service areas and sizes



Common Alternatives

- Treatment and blending required
- Pipeline alignment analysis for most efficient path
- Hydraulic analysis to reduce project costs



BW Blended Water
 NWP Naciminto Water
 RW Recycled Water

Legend

- Blended Water Primary Backbone
- Alternative Alignments
- Recycled Water Tie In
- Naciminto Tie In

Service Area

- 1A
- 1B
- 2A
- 3A
- 3B

Distribution System
 Pipelines
 Storage (?)
 Booster Pump Station (?)

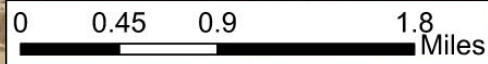
Customer Facilities
 Turnout
 Booster Pumps (?)
 Storage (?)

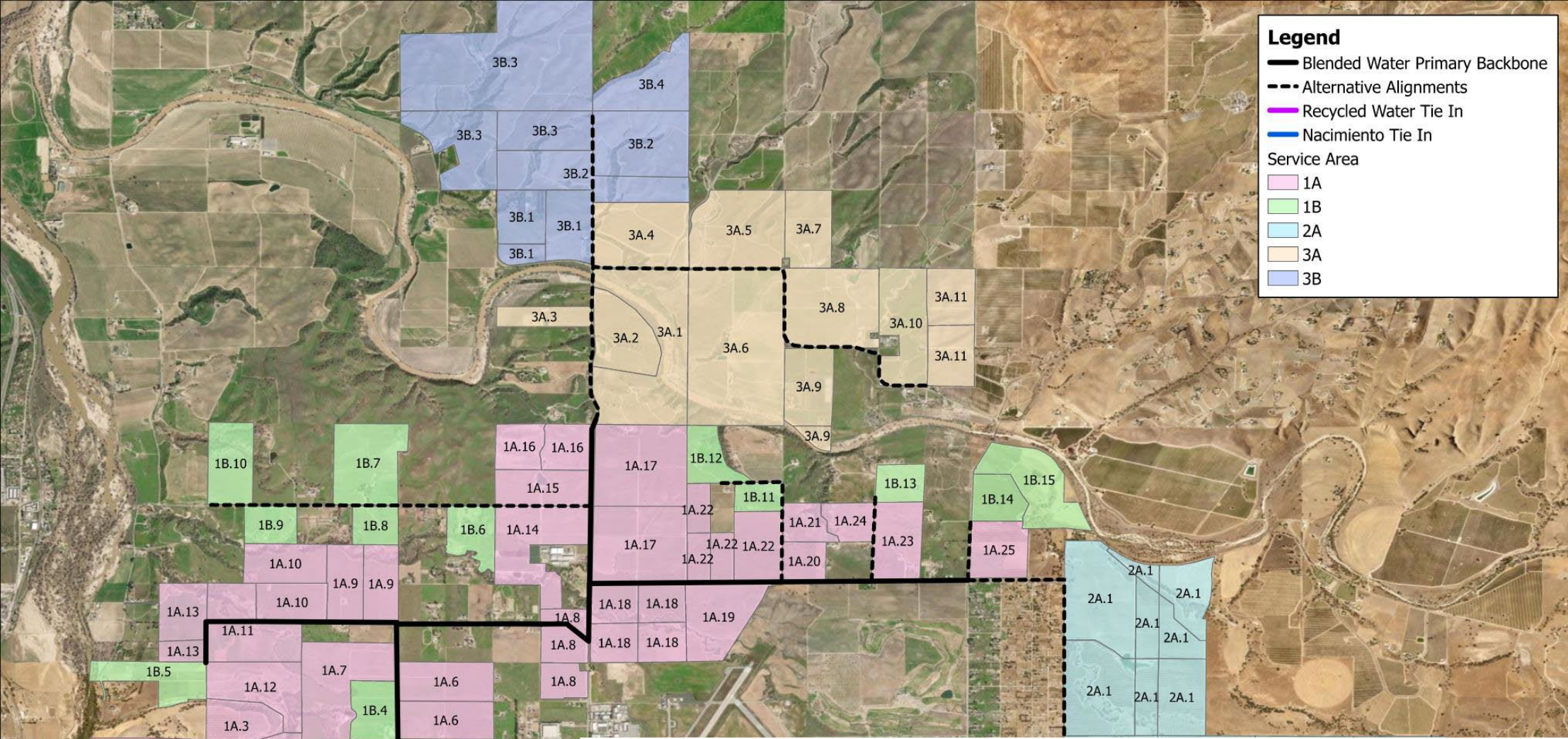
NWP Turnout
 & Pipeline

BW Pump
 Station

RW Turnout
 & Pipeline

Blending Pond





Legend

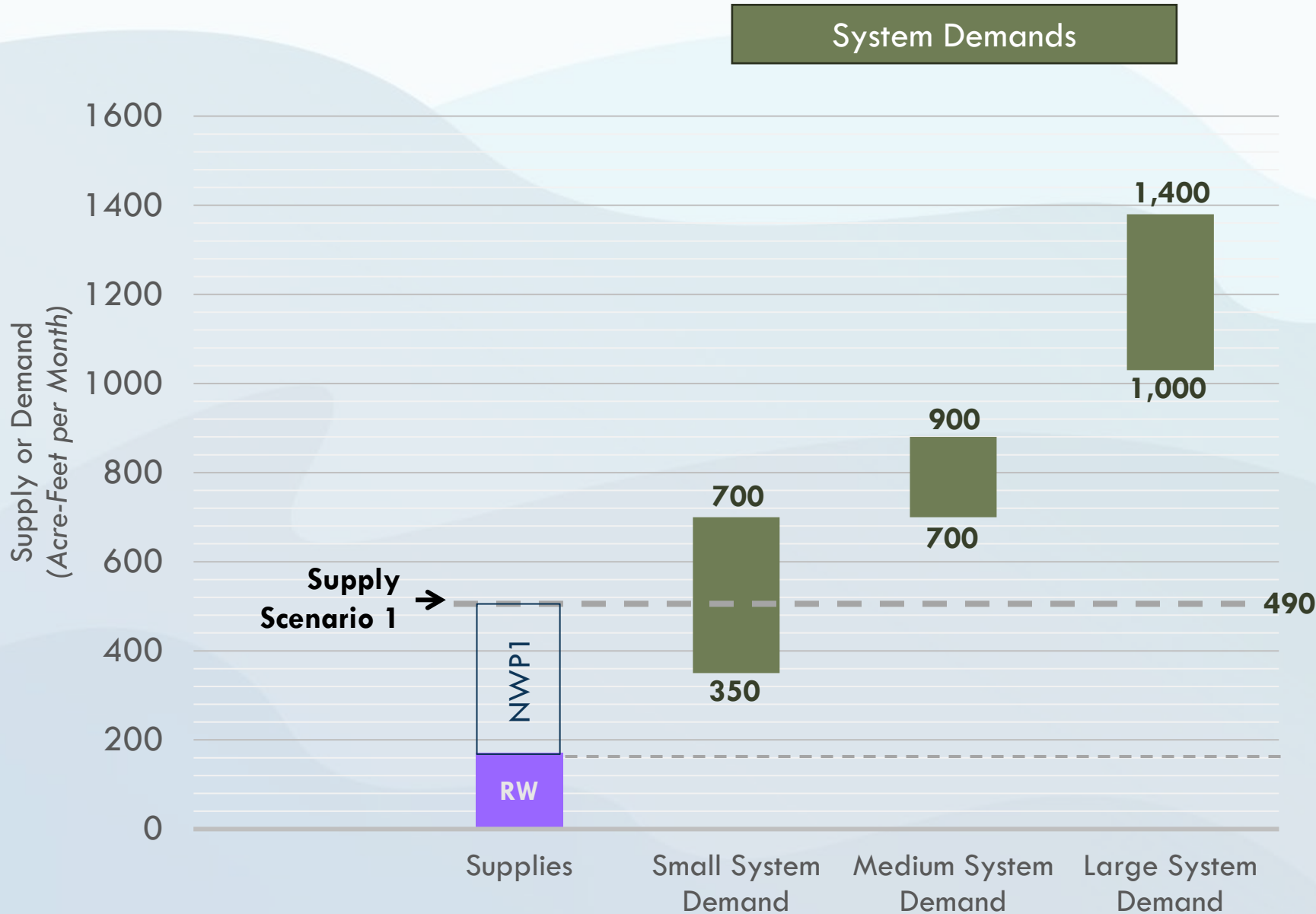
- Blended Water Primary Backbone
- Alternative Alignments
- Recycled Water Tie In
- Nacimiento Tie In

Service Area

- 1A
- 1B
- 2A
- 3A
- 3B

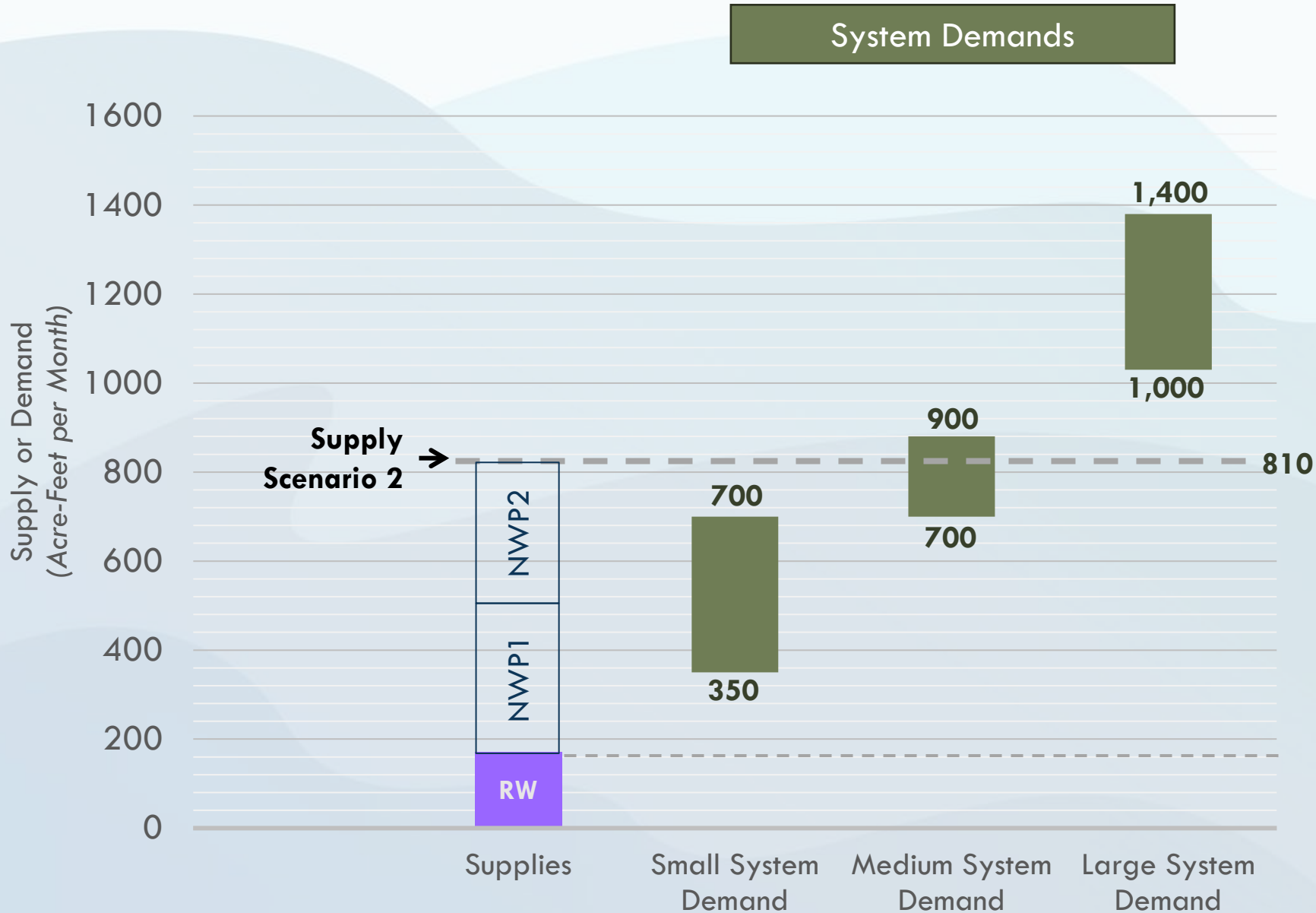
	System Size	Irrigated Acres	Total Demand (AFY)	Max Month Demand (AFM)	Pipe
	Small	1,300 - 2,400	2,400 - 4,000	350 - 700	24-in, 6-11 miles
	Medium	2,400 - 2,800	4,700 - 6,000	700 - 880	30-in, 11-15 miles
	Large	3,900 - 4,400	6,600 - 7,700	1,030 - 1,370	36-in, 14-15 miles

Supply vs. Demand Considerations



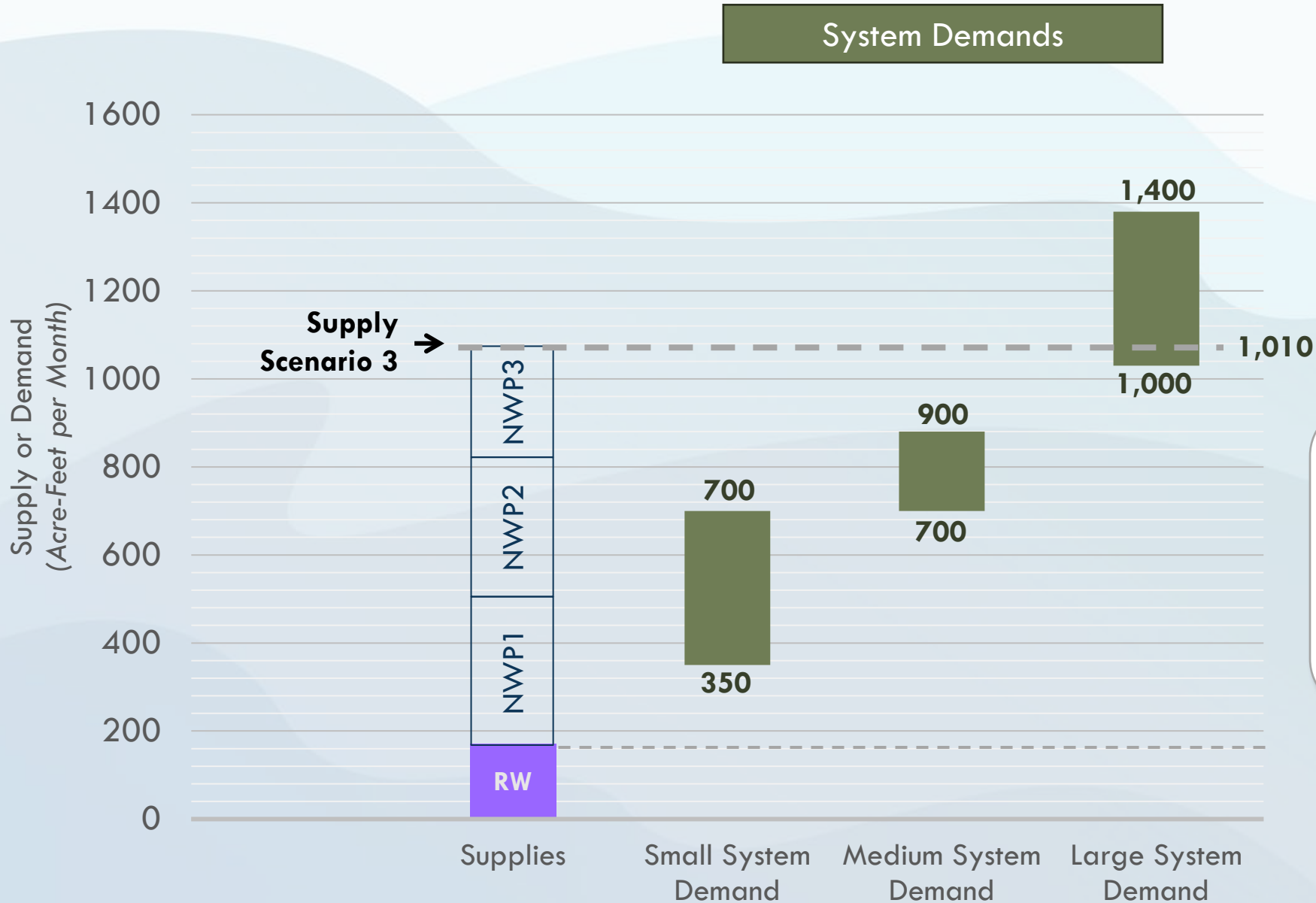
What size system should be constructed considering the uncertainty in supply availability?

Supply vs. Demand Considerations



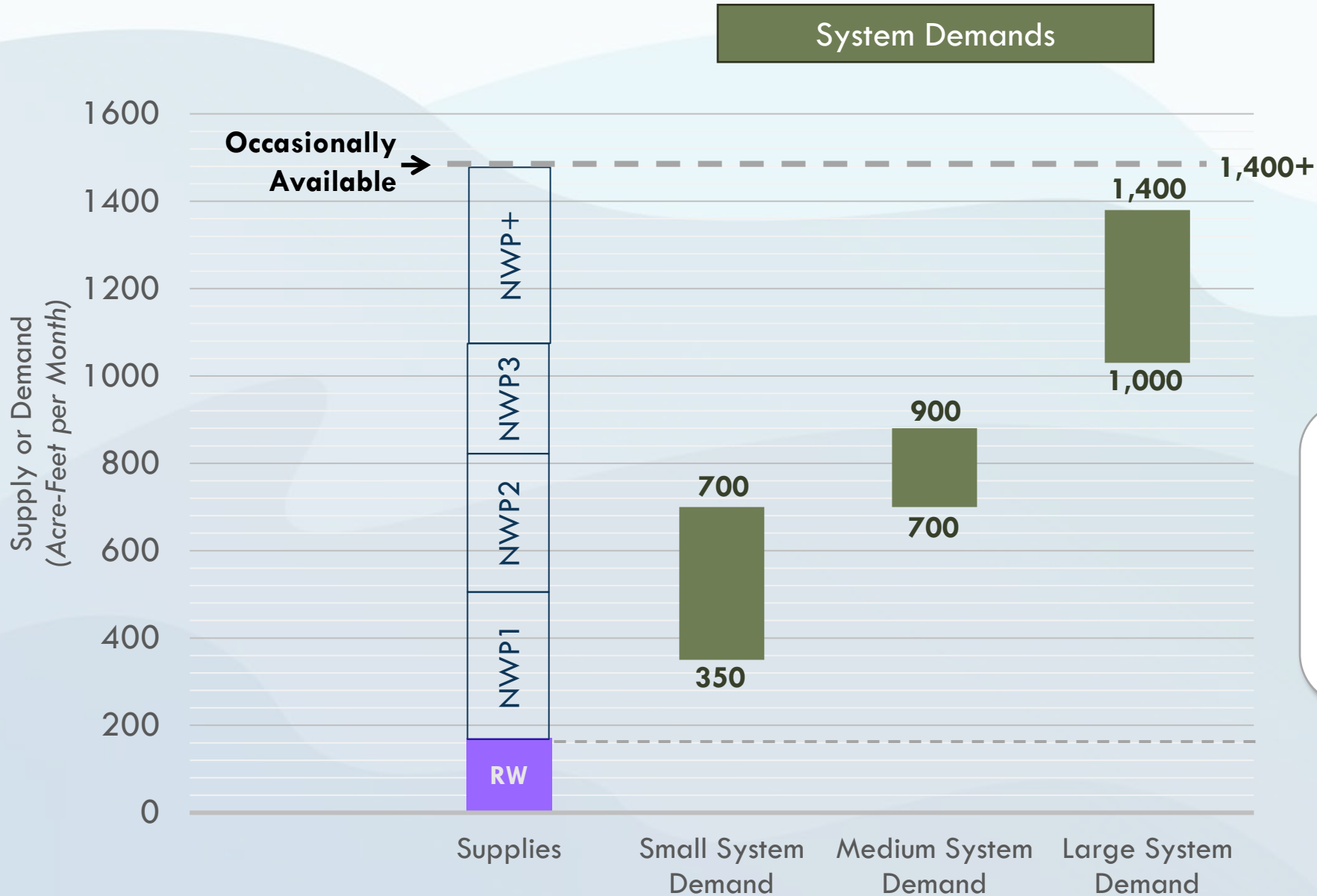
What size system should be constructed considering the uncertainty in supply availability?

Supply vs. Demand Considerations



What size system should be constructed considering the uncertainty in supply availability?

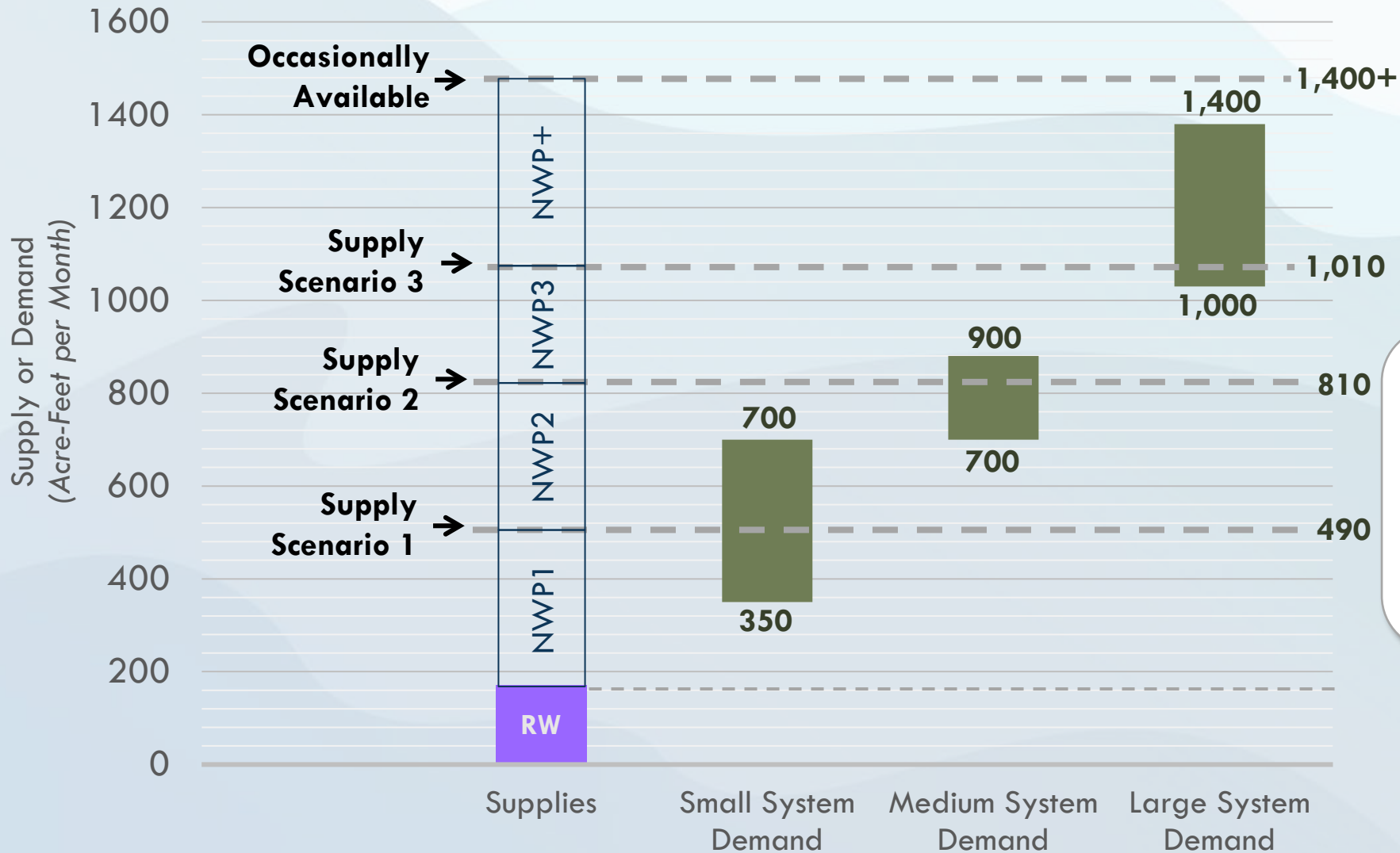
Supply vs. Demand Considerations



What size system should be constructed considering the uncertainty in supply availability?

Supply vs. Demand Considerations

System Demands



What size system should be constructed considering the uncertainty in supply availability?

Turnout Options



Pressurized style turnout

Supports higher pressure delivery with a simpler design



Float valve style turnout

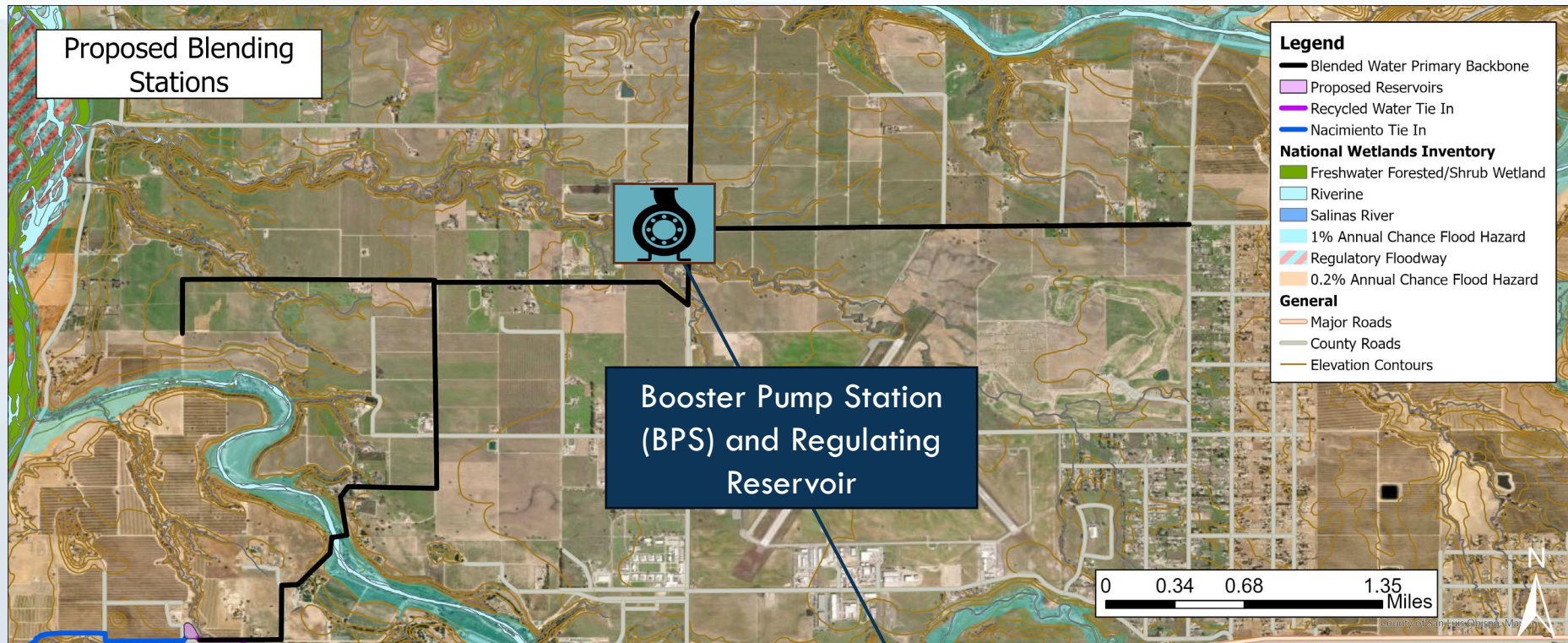
Supports better operations and system safety



Direct pond delivery

Allows for slightly smaller system and lower pressures

Hydraulics Analysis



Water Quality and Treatment

Constituents	Units	Recycled Water		Nacimiento		Groundwater		US EPA			WQO	WQO Basis
		Avg	Max	Avg	Max	Avg	Max	None (<X)	Moder.	Severe (>X)		
Iron	mg/L	--	2.8	0	3	--	--				0.2	FAO UN
Manganese	mg/L	--	--	0	1	--	--				0.1	FAO UN
Chloride	mg/L	221	466	6	8	73	133	140	140-350	350	140	US EPA
TDS	mg/L	828	1,016	196	380	622	2,650	450		2,000	620	Avg groundwater

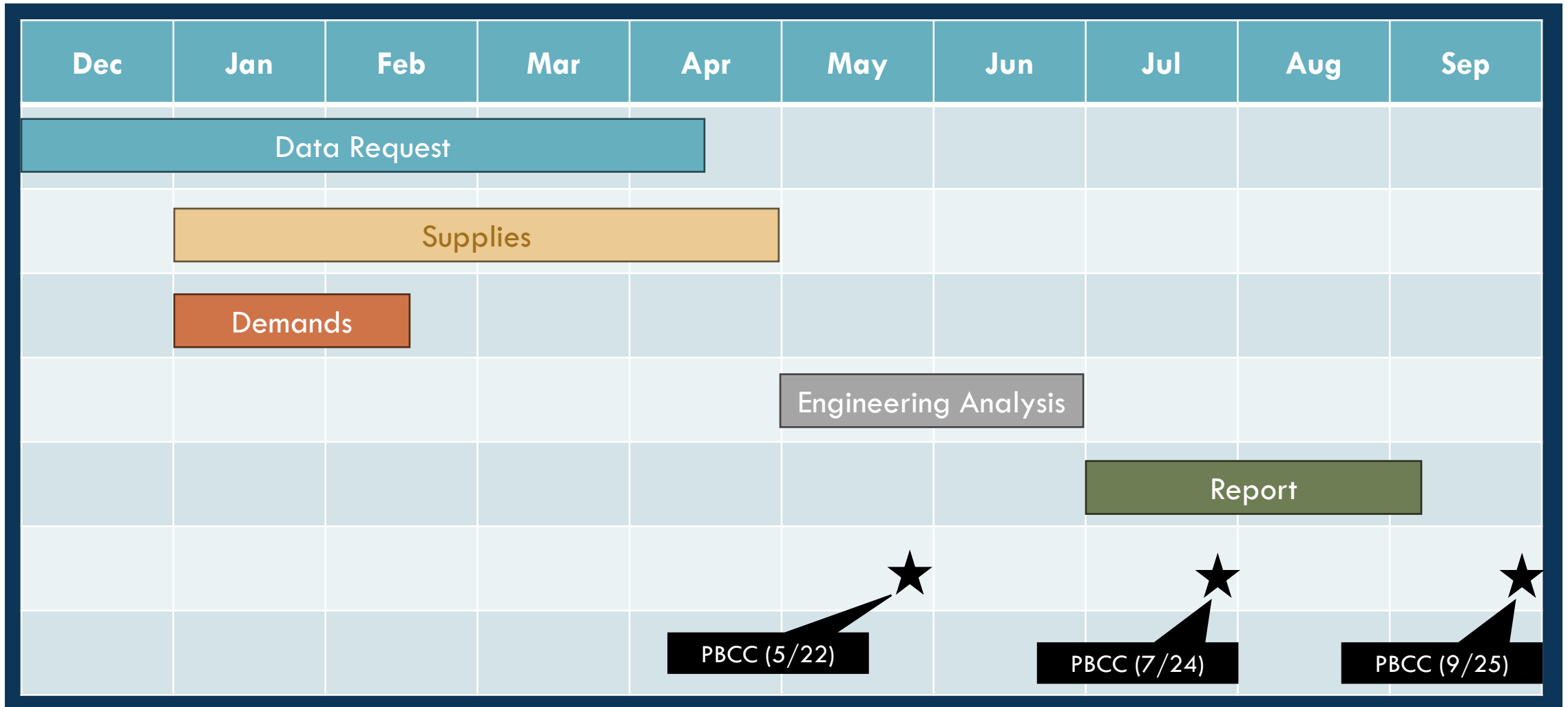
RW TREATMENT STRATEGY:

- **Constituents of concern:** Chlorides, TDS, and cations (sodium, calcium, magnesium)
- **Impacts:** Long term salinity impacts to high value wine region and acute toxicity to vines
- **Strategies:**
 - Maintain minimum blend of NWP to dilute chlorides and TDS
 - Continue on-farm practices such as gypsum addition for management of sodium adsorption ratio (SAR)

NACIMIENTO TREATMENT STRATEGY:

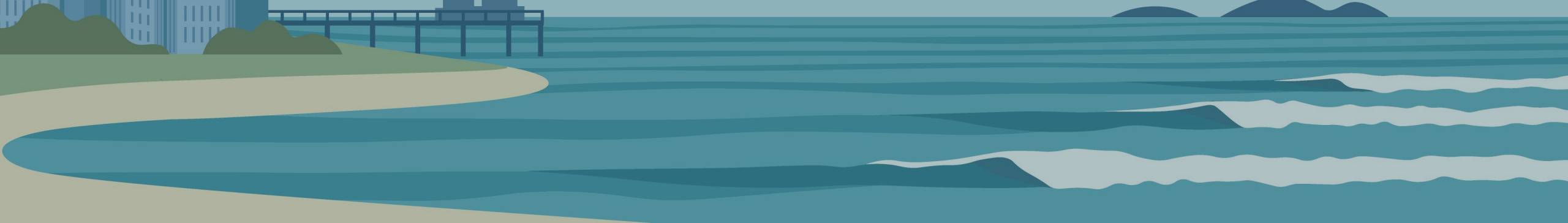
- **Constituents of concern:** Iron, Manganese, and Turbidity (all vary by season)
- **Impacts:** oxidation and clogging of drip emitters
- **Strategies:**
 - Chemical oxidant to convert iron and manganese to oxidized form
 - Green sand filtration for removal of oxidized iron and manganese as well as turbidity

Project Schedule



Questions

Creating
a better
water future[®]



PASO BASIN COOPERATIVE COMMITTEE
July 24, 2024

Agenda Item #6b – Rate Study

Recommendation

None; information only.

Prepared By

Ryan Aston, SCI Consulting

Discussion

In 2022, the Paso Basin was awarded a \$7.6 million grant from the California Department of Water Resources for the implementation of its Groundwater Sustainability Plan (GSP).

The grant spending plan is composed of six (6) components, and Component 6 “Supplemental Water Supply Feasibility/Engineering Studies,” is being amended to include a rate study project.

An RFP was issued for this project on January 12, 2024, and SCI Consulting was the selected consultant. An update on rate study project is provided as Attachment 1.

* * *

PASO BASIN COOPERATIVE COMMITTEE

COST OF SERVICE RATE STUDY

PROJECT OVERVIEW

JULY 24, 2024

AGENDA

1. Introductions
2. Project Goals
3. SCI Project Team
4. Scope of Work and Approach

INTRODUCTIONS



Dan Heimel, P.E.
Principal Engineer



Ryan Aston
Senior Consultant



Nate Page, PG, CHG.
Supervising Hydrogeologist

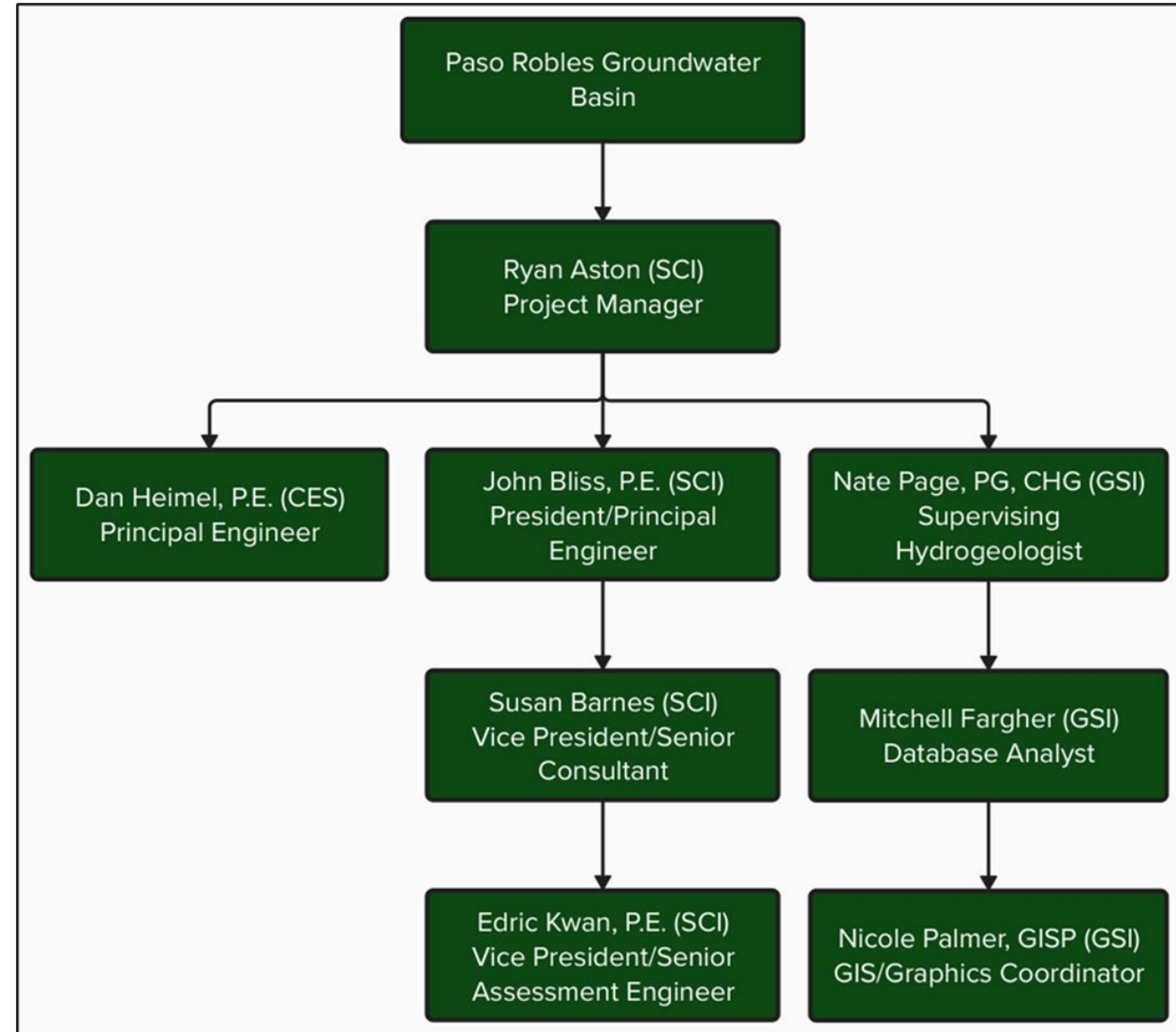
PROJECT GOALS

- Provide analysis in support of identifying optimal rate and fee structures, including revenue generation approaches, cost apportionment options, and fee implementation strategies.
- Incorporate stakeholder engagement, community input, and PBCC member agency preferences.
- Develop a legally sound, defensible, and Basin-specific fee methodology.
- Provide the foundation for a fee program in support of Paso Basin GSP implementation.

SCI PROJECT TEAM (2)

SCI + CES + GSI = Team

- *More than 10 GSA Funding Projects*
- *More than 10 GSPs*
- Experts on Props 26 & 218
 - *SCI on the ground from the start*
 - *Worked with several leading attorneys, contributed to clean-up legislation*
- Community Engagement Expertise
 - *Messaging documents, outreach strategy, community meetings*
- Unparalleled Experience with Fees & Rates (SCI) and GW Data (CES and GSI)



PROJECT TEAM CONTRIBUTIONS

SCI

- Funding expertise (fee methodology, apportionment, and GSA revenue needs).
- Knowledge of Water Code, Propositions 218 and 26.

CES and GSI

- Hydrology and environmental engineering expertise.
- Direct experience with local groundwater users and groundwater management efforts.

Team Goals

- Incorporate CES and GSI Paso Robles Subbasin experience into analysis of revenue requirements, cost components, and extractor categories.
- Leverage CES and GSI local knowledge to successfully engage the community.

SCOPE OF WORK AND APPROACH

ANALYSIS OF FEE COMPONENTS

- Primary rate components: revenue requirement and groundwater use.

$$\frac{\text{Revenue Requirement (\$)}}{\text{Groundwater Use (AF)}} = \$ \text{ Rate per AF}$$

- Depending on how costs are apportioned, a rate structure might include several components or options.
- Development of revenue requirements, analysis of cost categories, and analysis of extractor categories will inform the appropriate fee structure and rate(s).

PBCC REVENUE NEEDS

Identification of Revenue Requirements

- Identify reasonable and efficient financial strategy that will inform the fee rate(s).
- Develop a five-year budget incorporating all relevant costs.

Identification of Cost Components

- Analyze cost components and identify appropriate beneficiaries / extractors / properties receiving service stemming from various PBCC costs.
- Develop a methodology of allocation of various cost components across groundwater extractors.
- Preliminary categories include Program Administration (SGMA-required activities and admin costs) and Projects and Management Actions (non-capital projects / management actions and capital projects).

PASO BASIN GROUNDWATER USE

Analysis of Extractor Categories

- Analyze and identify groundwater extractor categories based on relevant factors such as groundwater use patterns, need for alternative water sources, and other factors.
- Develop a recommendation of classification of various groundwater extractor classes.

Database Development

- Develop a robust property-specific database of pertinent revenue generation characteristics.
- Incorporation of property characteristics (APN, TRA, etc.) and groundwater use characteristics (ET, crop type and acreage, GSA jurisdiction, etc.).

STAKEHOLDER ENGAGEMENT

Incorporate PBCC member GSA perspective.

- Identify common needs and goals.
- Develop mutually beneficial approach.
- Support communication and enhanced coordination regarding key funding issues.
- Solicit key feedback from the Board regarding overall approach, timing, revenue needs, and cost apportionment.

Incorporate Community Perspective.

- Identify community concerns related to potential fee structures.
- Engage community via messaging documents and a community meeting.

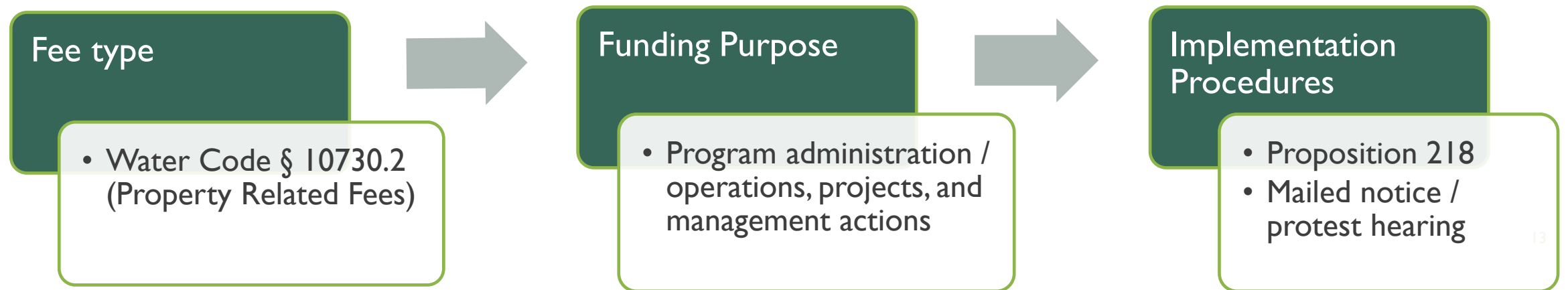
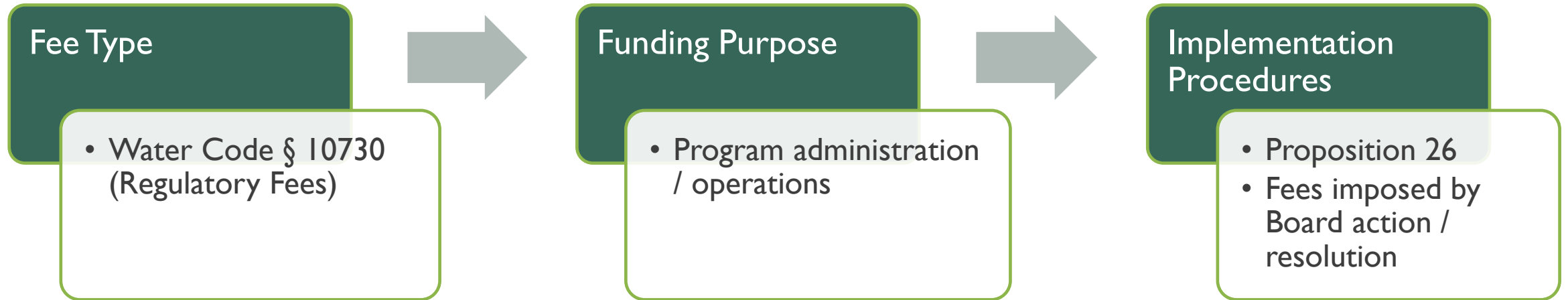
Overall Goals

- Establish clear understanding of groundwater users in the Paso Basin.
- Focus on mutually beneficial solutions to groundwater management issues, including funding.

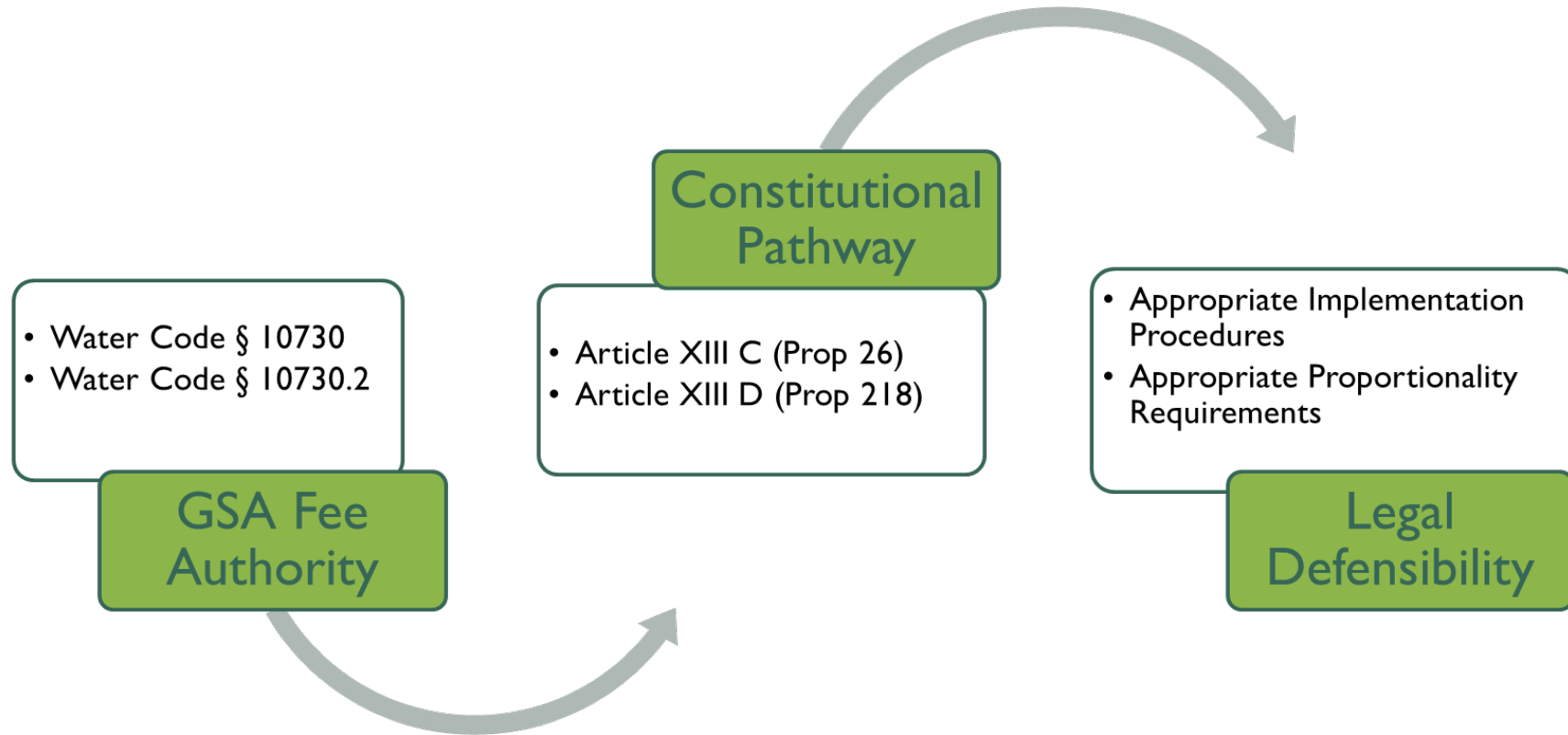
COST APPORTIONMENT

- Stemming from initial analysis related to revenue requirements, cost categories, and extractor categories, the SCI Team and GSA staff are developing various methods of apportioning costs across groundwater users within the Paso Basin.
- Some costs might be more allocated broadly, while other costs might be allocated to specific user classes or those receiving water.
- In accordance with Propositions 26 and 218, cost apportionment must relate to the benefit or service being provided to groundwater users.

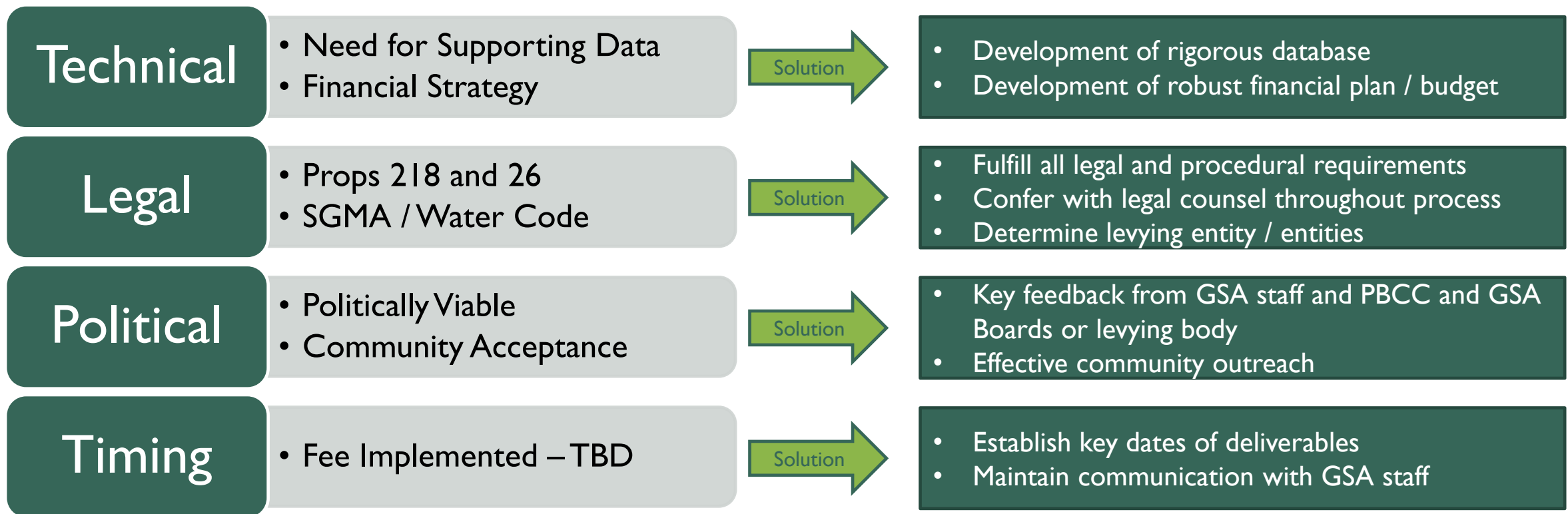
GSP IMPLEMENTATION – FUNDING STRATEGIES



LEGAL FRAMEWORK APPROACH



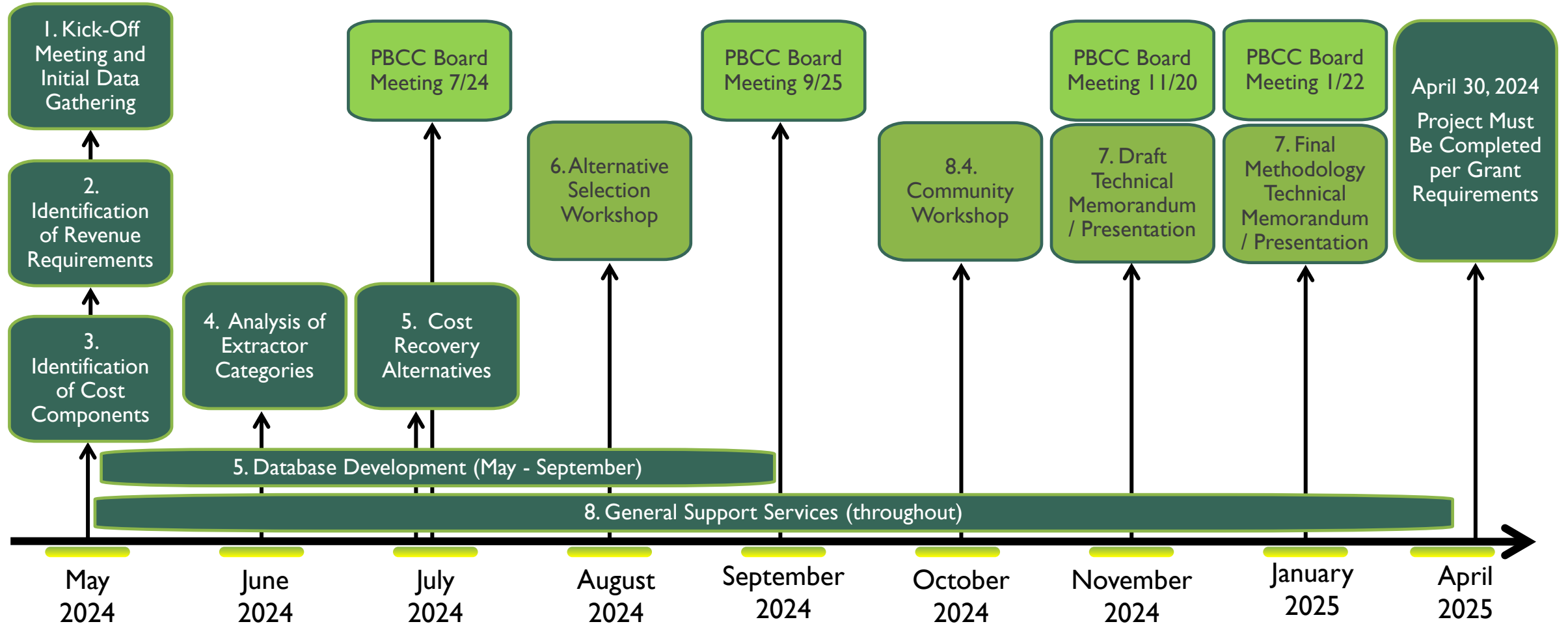
SCI'S APPROACH TO GROUNDWATER SUSTAINABILITY FUNDING



PROJECT MILESTONES

- Development of Cost Recovery Alternatives and Alternative Selection Workshop.
- Development of a Robust Database in Support of the Fee Program.
- Draft Technical Memorandum and Corresponding Presentation.
- Final Technical Memorandum and Corresponding Presentation.
- Community Workshop.

PROPOSED TENTATIVE TIMELINE



QUESTIONS / DISCUSSION

COST OF SERVICE RATE STUDY

PROJECT OVERVIEW

JULY 24, 2024

PASO BASIN COOPERATIVE COMMITTEE
July 24, 2024

Agenda Item #6c – Grant Spending Plan and Schedule

Recommendation

None; information only.

Prepared By

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

Discussion

In 2022, the Paso Basin was awarded a \$7.6 million grant from the California Department of Water Resources for the implementation of its Groundwater Sustainability Plan (GSP).

The grant spending plan and schedule is provided as Attachments 1 and 2, respectively.

* * *

PASO BASIN \$7.6M GRANT SPENDING PLAN

Red text = fully committed funds

Component	Category	Task #	Budget	Estimated Cost	Variance
Comp 1	Admin	Admin	\$ 250,000	\$ 250,000	\$ -
Comp 2	City Recycled		\$ 3,500,000	\$ 3,500,000	\$ -
Comp 3	San Miguel Recycled		\$ 1,000,000	\$ 1,000,000	\$ -
Comp 4	Data Gaps	Alluvial - Design and Construct Support		\$ 200,000	
		Environmental		\$ 50,000	
		Surveying		\$ 70,000	
		Access Agreements		\$ 75,000	
		Alluvial - Driller		\$ 400,000	
		Access Agreement		\$ 139,060	
		Wellhead Mods		\$ 200,000	
		Monitoring Well Transducers		\$ 143,340	
		Stream gauges with rating curves (3)		\$ 150,000	
		Climatologic stations (6) (Land IQ)		\$ 89,600	
			\$ 1,400,000	\$ 1,517,000	\$ (117,000)
Comp 5	High-Priority	Task 1		\$ 75,000	
		Task 2		\$ 98,000	
		Task 3		\$ 100,000	
		Task 4		\$ 350,000	
			\$ 800,000	\$ 623,000	\$ 177,000
Comp 6	Engineering Studies	Task 1		\$ 300,000	
		Task 2		\$ 300,000	
		Task 3		\$ 110,000	
			\$ 650,000	\$ 710,000	\$ (60,000)
TOTAL			\$ 7,600,000	\$ 7,600,000	\$ -

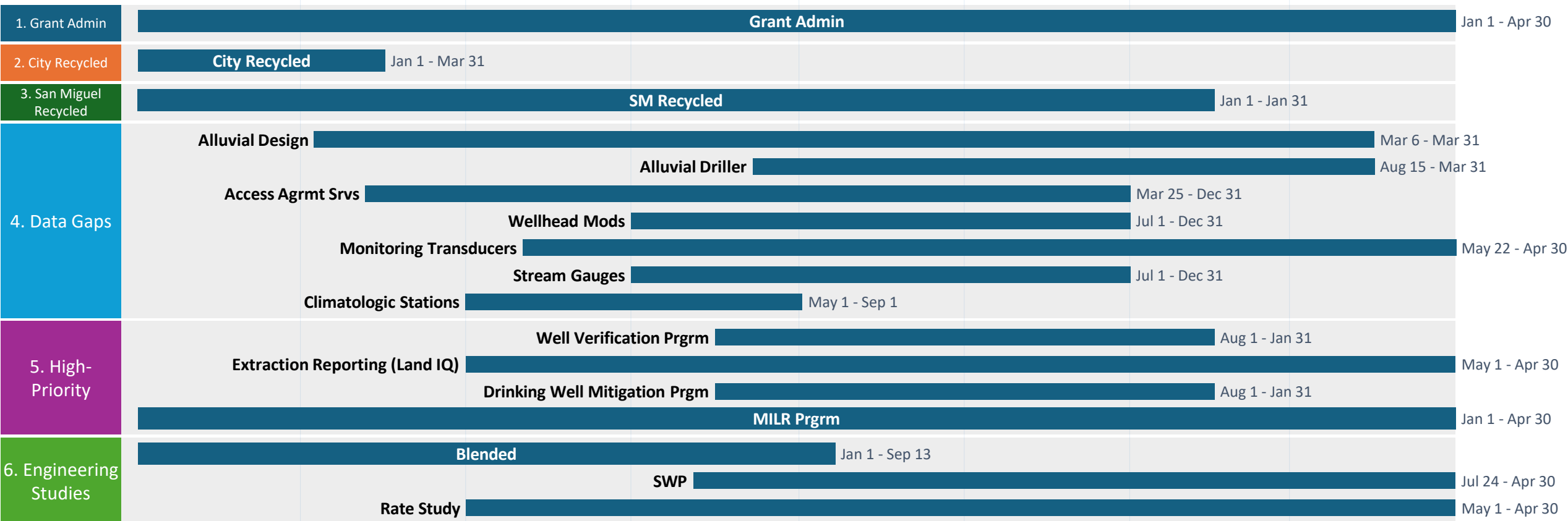
Paso Basin \$7.6M Grant Implementation Schedule

2024

2025



Today



DRAFT

PASO BASIN COOPERATIVE COMMITTEE
July 24, 2024

Agenda Item #7 – Update on Quarterly Expense Report

Recommendation

None; information only.

Prepared By

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

Discussion

At the May 22, 2024, regular Paso Basin Cooperative Committee (PBCC), the PBCC Members directed staff to prepare an ongoing report on the quarterly expenses for the PBCC and that report is provided as Attachment 1.

* * *

Grant Funded Expenses																	
	Grant Amount	2022				2023				2024				2025		Invoiced to Date	Remaining Funds
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
COMPONENT 1: Grant Administration	\$250,000.00			\$2,042.25	\$18,558.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,600.35	\$229,399.65
(a): Grant Administration	\$250,000.00			\$2,042.25	\$18,558.10											\$20,600.35	\$229,399.65
COMPONENT 2: City of Paso Robles Recycled Water Distribution System - Salinas River Segment	\$3,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,328,179.38	\$171,820.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500,000.00	\$0.00
(a): Component 2 Administration	-															-	-
(b): Planning / Design / Environmental	-															-	-
(c): Construction / Implementation	\$3,500,000.00								\$3,328,179.38	\$171,820.62						\$3,500,000.00	\$0.00
(d): Monitoring / Assessment	-															-	-
(e): Outreach / Public Education	-															-	-
COMPONENT 3: San Miguel Community Service District Recycled Water Supply Project	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,880.34	\$51,772.83	\$65,867.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147,521.07	\$852,478.93
(a): Component 3 Administration	\$10,000.00							\$5,665.00	\$626.25	\$3,051.25						\$9,342.50	\$657.50
(b): Planning / Design / Environmental	\$120,000.00							\$24,215.34	\$51,146.58	\$21,870.86						\$97,232.78	\$22,767.22
(c): Construction / Implementation	\$870,000.00									\$40,945.79						\$40,945.79	\$829,054.21
(d): Monitoring / Assessment	-															-	-
(e): Outreach / Public Education	-															-	-
COMPONENT 4: Address GSP Data Gaps - High Priority	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$9,251.25	\$0.00	\$9,000.00	\$22,558.53	\$8,880.12	\$12,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,889.90	\$1,338,110.10
(a): Component 4 Administration	\$25,000.00						\$7,650.00	\$9,900.00	\$1,550.00	\$2,150.00						\$21,250.00	\$3,750.00
(b): Planning / Design / Environmental	\$50,000.00				\$9,251.25		\$1,350.00	\$12,658.53	\$7,330.12	\$5,970.00						\$36,559.90	\$13,440.10
(c): Construction / Implementation	\$1,300,000.00															\$0.00	\$1,300,000.00
(d): Monitoring / Assessment	\$25,000.00									\$4,080.00						\$4,080.00	\$20,920.00
(e): Outreach / Public Education	-															-	-
COMPONENT 5: High Priority Management Actions	\$800,000.00	\$0.00	\$0.00	\$0.00	\$3,932.50	\$4,154.00	\$0.00	\$3,300.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,736.50	\$788,263.50
(a): Component 5 Administration	\$30,000.00							\$3,300.00	\$350.00							\$3,650.00	\$26,350.00
(b): Planning / Design / Environmental	-															-	-
(c): Construction / Implementation	-															-	-
(d): Monitoring / Assessment	\$770,000.00				\$3,932.50	\$4,154.00										\$8,086.50	\$761,913.50
(e): Outreach / Public Education	-															-	-
COMPONENT 6: Supplemental Water Supply Feasibility/Engineering Studies	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00	\$13,846.25	\$46,365.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,461.67	\$587,538.33
(a): Component 6 Administration	\$20,000.00							\$2,250.00	\$650.00	\$2,350.00						\$5,250.00	\$14,750.00
(b): Planning / Design / Environmental	-															-	-
(c): Construction / Implementation	-															-	-
(d): Monitoring / Assessment	\$630,000.00								\$13,196.25	\$44,015.42						\$57,211.67	\$572,788.33
(e): Outreach / Public Education	-															-	-
Total	\$7,600,000.00	\$0.00	\$0.00	\$2,042.25	\$31,741.85	\$4,154.00	\$9,000.00	\$57,988.87	\$3,403,028.58	\$296,253.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,804,209.49	\$3,795,790.51

Non Grant-Funded																
	Annual Report (DWR)	2022				2023				2024				2025		Invoiced to Date
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
	County of San Luis Obispo GSA					\$53,158.26	\$7,817.70			\$93,505.42						\$154,481.38
	Estrella-El Pomar-Creston Water District GSA					\$32,745.50	\$4,815.70			\$30,446.08						\$68,007.28
	Shandon San Juan Water District GSA					\$10,737.96	\$1,579.18			\$18,815.37						\$31,132.51
	City of Paso Robles GSA					\$8,080.05	\$1,188.29			\$14,158.00						\$23,426.34
	San Miguel Community Services District GSA					\$1,594.75	\$234.53			\$2,794.36						\$4,623.64

PASO BASIN COOPERATIVE COMMITTEE
July 24, 2024

Agenda Item #8 – Update on MOA No. 2 and Fiscal Year 2024-2025 Budget

Recommendation

None; information only.

Prepared By

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

Discussion

An update on amendment No. 2 to the Paso Basin Cooperative Committee (PBCC) memorandum of agreement (MOA), and approval of the Fiscal Year 2024-2025 budget is provided below.

MOA No. 2

Amendment No. 2 to the MOA has been fully executed which authorizes the County to act as the contracting agent on behalf of the PBCC (the City of Paso Robles is the other contracting agent) and is provided as Attachment 1.

Fiscal Year 2024-2025 Budget

Per the MOA, the PBCC is required to adopt a fiscal year budget annually. Groundwater Sustainability Agency (GSA) staff drafted a budget for Fiscal Year 2024-2025, and on March 27, 2024, the PBCC recommended individual GSAs adopt the budget (provided as Attachment 2).

On June 18, 2024, the County Board of Supervisors considered adoption of the Fiscal Year 2024-2025 budget and the Board of Supervisors requested an amended budget only including the 5-year GSP periodic evaluation and annual report. On July 9, 2024, the Board of Supervisors approved the amended Fiscal Year 2024-2025 budget which is provided as Attachment 3.

* * *

Attachment 1

**AMENDMENT NO. 2
TO MEMORANDUM OF AGREEMENT REGARDING
PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN
FOR THE PASO ROBLES GROUNDWATER BASIN**

This Amendment No. 2 to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin (“Amendment No. 2”) is entered into by and between the City of El Paso de Robles (“City”), the San Miguel Community Services District (“SMCSD”), the County of San Luis Obispo (“County”), the Shandon-San Juan Water District (“SSJWD”) and the Estrella-El Pomar-Creston Water District (“EPCWD”) (each a “Party” and collectively, “Parties”).

WHEREAS, on or about September 20, 2017, City, SMCSD, County, SSJWD and the Heritage Ranch Community Services District (“HRCSD”) entered into a Memorandum of Agreement Regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin (“MOA”) for purposes of establishing a framework for preparing a single groundwater sustainability plan for the Paso Robles Area Subbasin (“GSP”) and for continued cooperation among the Parties; and

WHEREAS, HRCSD provided written notice of its withdrawal from the MOA pursuant to Section 9.1 on or around January 18, 2019, and its withdrawal became effective shortly thereafter; and

WHEREAS, on or about March 3, 2020, City, SMCSD, County and SSJWD entered into Amendment No. 1 to the MOA (“Amendment No. 1”) expanding the purpose of the MOA to include serving as the basis for continued cooperation among the Parties during the period between adoption of the GSP by each Party and development of a long-term governance structure for GSP implementation and deleting the provision stating that the MOA would automatically terminate upon the Department of Water Resources’ (“DWR”) approval of the GSP (a copy of Amendment No. 1 is attached hereto as Attachment 1 and incorporated herein by this reference); and

WHEREAS, on June 6, 2023, the County Board of Supervisors adopted a resolution accepting and approving the Addition of Party to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin signed by EPCWD; and

WHEREAS, subsequent to entering into the MOA, the County created a Groundwater Sustainability Department, and its Department head has taken on a leadership role with respect to implementation of the MOA by e.g. preparing Paso Basin Cooperative Committee (“Cooperative Committee”) meeting agendas, applying for and administering grant funding and engaging consultants for preparation of the annual

Attachment 1

reports notwithstanding the terms of the MOA, including, without limitation, Section 6 pursuant to which the City agrees to act as the contracting agent on behalf of the Cooperative Committee; and

WHEREAS, on or about June 20, 2023, DWR approved the GSP developed under the terms of the MOA; and

WHEREAS, given that long-term governance options for the Basin are still being explored and will likely be informed by recent Cooperative Committee initiatives related to implementation of the GSP and for which consultants will likely be retained, the Parties would like to amend the MOA to clarify that the County may also serve as the contracting agent consistent with the terms and conditions set forth in Section 6 of the MOA.

NOW, THEREFORE, the Parties agree with the above recitals, and hereby further agree as follows:

1. Section 6.7 is hereby added to the MOA and shall hereafter be and read as follows:

Notwithstanding the foregoing, the County may also act as the contracting agent on behalf of the Cooperative Committee with respect to the retention of any and all consultants subject to approval by the Cooperative Committee. If the County acts as the contracting agent, the same provisions applicable to the City under this Section 6 shall apply to the County excepting that the County shall follow its own procurement policies in the engagement of such consultant(s) with inclusion of the Parties and Cooperative Committee in the selection of any consultant as set forth in Section 6.3 above. In addition, notwithstanding Section 5.3, the Parties agree that the County shall calculate each Party's payment obligation based on the following percentages: City – 15.2%; SMCS D – 3.0%; SSJWD – 20.2%; County – 32.3% and EPCWD – 29.3%; and provided that each Party has approved a budget that includes such consultant costs or its share of such consultant costs, each Party shall remit payment to the County within thirty (30) days upon receipt of an invoice from the County that reflects the above percentages.

2. Except as expressly modified by this Amendment No. 2, all terms and provisions of the MOA, as amended by Amendment No. 1, shall remain in full force and effect.
3. This Amendment No. 2 shall be effective as of the date that it has been signed by all Parties.

Attachment 1

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM AND EFFECT:

APPROVED AS TO LEGAL FORM AND EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: Debbie Arnold

By: _____

Its: Chairperson, Board of Supervisors

Its: _____

Date: July 9, 2024

Date: _____

APPROVED AS TO LEGAL FORM AND EFFECT:

APPROVED AS TO LEGAL FORM AND EFFECT:

By: [Signature]

By: _____

Its: Deputy County Counsel

Its: _____

Date: May 28, 2024

Date: _____

ATTEST:

MATTHEW P. PONTES, Ex-Officio Clerk of the Board of Supervisors

By: Nilu Martin
Deputy Clerk

The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on

7/11/24

MATTHEW P. PONTES
Ex-Officio Clerk of the Board of Supervisors

By: Nilu Martin
Deputy Clerk

Attachment 1

ESTRELLA-EL POMAR-CRESTON
WATER DISTRICT

By: _____

Its: _____

Date: _____

APPROVED AS TO LEGAL
FORM AND EFFECT

By: _____

Its: _____

Date: _____

Attachment 1

ATTACHMENT 1
AMENDMENT NO. 1

Attachment 1

**AMENDMENT NO. 1
TO MEMORANDUM OF AGREEMENT REGARDING
PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN
FOR THE PASO ROBLES GROUNDWATER BASIN**

This Amendment No. 1 to Memorandum of Agreement Regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin ("Amendment") is entered into by and between the City of El Paso de Robles, the San Miguel Community Services District, the County of San Luis Obispo and the Shandon-San Juan Water District (collectively, "Parties").

WHEREAS, on or about September 20, 2017, the Parties and the Heritage Ranch Community Services District ("HRCSD") entered into a Memorandum of Agreement Regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin ("MOA"), a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference, for purposes of establishing a framework for preparing a single groundwater sustainability plan for the Paso Robles Area Subbasin ("GSP") and for continued cooperation among the Parties; and

WHEREAS, the HRCSD provided written notice of its withdrawal from the MOA pursuant to Section 9.1 on or around January 18, 2019 and its withdrawal became effective shortly thereafter; and

WHEREAS, the Parties desire to continue cooperating on the GSP pursuant to the framework established by the MOA on an interim basis regardless of the date of any approval of the GSP by the California Department of Water Resources.

NOW, THEREFORE, the PARTIES agree with the above recitals, and hereby further agree as follows:

1. Section 1 (Purpose) of the MOA shall hereafter be and read as follows:

The purpose of this MOA is to establish a committee to develop a single GSP that will be considered by each individual Party and subsequently submitted to DWR for approval. This MOA may also serve as the basis for continued cooperation among the Parties in the management of the Basin during the period between adoption of the GSP by each Party and development of a long-term governance structure for implementation of the GSP.

WHEN FULLY EXECUTED PLEASE RETURN TO
COUNTY ADMINISTRATIVE OFFICE
ATTN: CLERK OF THE BOARD
1055 Monterey Street Ste. D430
San Luis Obispo, CA 93408 Item No. 33

Attachment 1

2. Section 2 (Term) of the MOA shall hereafter be and read as follows:

This MOA shall become effective on the date that the last of the five (5) Parties signs ("Effective Date") and shall remain in effect until terminated in accordance with Section 9.2 below.

3. Section 4.9 of the MOA shall hereafter be and read as follows:

The creation of the Cooperative Committee shall not be construed as a delegation of any powers or authorities, and all powers and authorities of each individual Party, including, without limitation, the power to implement the GSP within its jurisdictional boundaries, shall reside with that Party.

4. Section 12.2 of the MOA is hereby deleted in its entirety.

5. Except as expressly modified by this Amendment, all terms and provisions of the MOA shall remain in full force and effect.

6. This Amendment shall be effective as of the date that it has been signed by all Parties.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____
Tom Frutchey

By: _____
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL EFFECT:

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment 1

2. Section 2 (Term) of the MOA shall hereafter be and read as follows:

This MOA shall become effective on the date that the last of the five (5) Parties signs ("Effective Date") and shall remain in effect until terminated in accordance with Section 9.2 below.

3. Section 4.9 of the MOA shall hereafter be and read as follows:

The creation of the Cooperative Committee shall not be construed as a delegation of any powers or authorities, and all powers and authorities of each individual Party, including, without limitation, the power to implement the GSP within its jurisdictional boundaries, shall reside with that Party.

4. Section 12.2 of the MOA is hereby deleted in its entirety.

5. Except as expressly modified by this Amendment, all terms and provisions of the MOA shall remain in full force and effect.

6. This Amendment shall be effective as of the date that it has been signed by all Parties.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment on the dates shown below.

CITY OF EL PASO DE ROBLES

By: T. HONK FRUTCHY
Tom Frutchey *TF*

Its: City Manager

Date: 1-8-20

APPROVED AS TO FORM AND LEGAL EFFECT:

By: K. J. Hood
Its: Interim City Attorney
Date: 1/7/2020

SHANDON SAN JUAN WATER DISTRICT

By: _____
Willy Cunha

Its: President, Board of Directors

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Its: _____
Date: _____

Attachment 1

2. Section 2 (Term) of the MOA shall hereafter be and read as follows:

This MOA shall become effective on the date that the last of the five (5) Parties signs ("Effective Date") and shall remain in effect until terminated in accordance with Section 9.2 below.

3. Section 4.9 of the MOA shall hereafter be and read as follows:

The creation of the Cooperative Committee shall not be construed as a delegation of any powers or authorities, and all powers and authorities of each individual Party, including, without limitation, the power to implement the GSP within its jurisdictional boundaries, shall reside with that Party.

4. Section 12.2 of the MOA is hereby deleted in its entirety.

5. Except as expressly modified by this Amendment, all terms and provisions of the MOA shall remain in full force and effect.

6. This Amendment shall be effective as of the date that it has been signed by all Parties.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____
Tom Frutchey

By: Willy Cunha
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: November 21, 2019

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Debbie Arnold

Its: Chairperson, Board of Supervisors

Date: _____

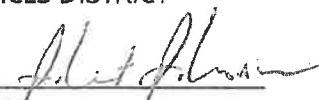
APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

Its: _____

Date: _____

SAN MIGUEL COMMUNITY
SERVICES DISTRICT

By: 
Rob Roberson

Its: General Manager

Date: 3/3/2020

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: 

Its: Douglas White

Date: 3-13-20

Attachment 1

COUNTY OF SAN LUIS OBISPO

By: Debbie Arnold
Debbie Arnold

Its: Chairperson, Board of Supervisors

Date: December 17, 2019

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: [Signature]

Its: Deputy County Counsel

Date: 12/3/19

SAN MIGUEL COMMUNITY
SERVICES DISTRICT

By: _____
Rob Roberson

Its: General Manager

Date: _____

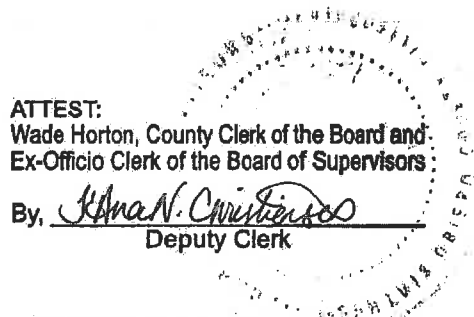
APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

Its: _____

Date: _____

L:\Water Resources\2019_CC\Adopt Paso Basin GSP Amendment No.1 to MOA\Amendment No. 1 MOU GSP PRGWB.docxAR.mj



ATTEST:
Wade Horton, County Clerk of the Board and
Ex-Officio Clerk of the Board of Supervisors

By: Jhana N. Christensen
Deputy Clerk

The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on December 27, 2019

WADE HORTON
County Clerk of the Board and Ex-Officio Clerk
of the Board of Supervisors

By: Jhana N. Christensen
Deputy Clerk

Attachment 1

ATTACHMENT 1

**MEMORANDUM OF AGREEMENT REGARDING
PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN
FOR THE PASO ROBLES GROUNDWATER BASIN**

This Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin ("MOA") is entered into by and between the City of El Paso de Robles ("City"), the San Miguel Community Services District ("SMCSD"), the Heritage Ranch Community Services District ("HRCSD"), the County of San Luis Obispo ("County") and the Shandon-San Juan Water District ("SSJWD") (each referred to individually as a "Party" and collectively as the "Parties") for purposes of preparing a groundwater sustainability plan for the Paso Robles Area Subbasin.

Recitals

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (Water Code §§ 10720 *et seq.*) ("SGMA"), which became effective on January 1, 2015 and which have been and may continue to be amended from time to time; and

WHEREAS, SGMA requires the establishment of a groundwater sustainability agency ("GSA") or agencies for all basins designated as medium or high priority by the California Department of Water Resources ("DWR") on or before June 30, 2017; and

WHEREAS, SGMA further requires the adoption of a groundwater sustainability plan ("GSP") or coordinated GSPs for all basins designated by DWR as high or medium priority and subject to critical conditions of overdraft on or before January 31, 2020; and

WHEREAS, DWR has designated the Paso Robles Area Subbasin (Basin No. 3-004.06) ("Basin") as a high priority basin subject to critical conditions of overdraft; and

WHEREAS, each of the Parties has decided to become the GSA within its respective service area overlying the Basin and has informed DWR of its decision and intent to undertake sustainable groundwater management therein; and

WHEREAS, each of the Parties desires to collectively develop and implement a single GSP to sustainably manage the portions of the Basin underlying their combined service areas (*i.e.* all portions of the Basin located within the County of San Luis Obispo); and

WHEREAS, the Parties share the common goal of cost effective, sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater within the Basin; and

Attachment 1

WHEREAS, on April 6, 2017, the San Luis Obispo Local Agency Formation Commission conditionally approved the formation of the Estrella-El Pomar-Creston Water District ("EPCWD"), subject to, among other things, a successful vote on the formation pursuant to Water Code Section 34500, for purposes of serving as a GSA within its service area; and

WHEREAS, the EPCWD, if formed, will not be formed until after the June 30, 2017 deadline, and the County included the potential service area of the EPCWD within the Paso Basin – County of San Luis Obispo Groundwater Sustainability Agency that the County formed on May 16, 2017 by Resolution 2017-134; and

WHEREAS, the Parties acknowledge the cooperative efforts of the working group, including representatives of each Party and the applicant and several petitioners desiring to form the EPCWD, that commenced meeting in August 2016 and that culminated in this MOA; and

WHEREAS, this MOA provides for the future addition of EPCWD as a Party to this MOA provided that certain conditions are satisfied, including, but not limited to, a successful vote on the formation of the EPCWD pursuant to Water Code Section 34500 and the County Board of Supervisors decides to withdraw from serving as the GSA for the EPCWD service area; and

WHEREAS, the active involvement and cooperation of all users of groundwater within the Basin is highly valued by the Parties and their continued willing cooperation in SGMA implementation is deemed critical for successful sustainable management of the Basin.

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1
Purpose

The purpose of this MOA is to establish a committee to develop a single GSP that will be considered for adoption by each individual Party and subsequently submitted to DWR for approval. This MOA may also serve as the basis for continued cooperation among the Parties in the management of the Basin during the period between adoption of the GSP by each Party and approval of the GSP by DWR. As more specifically set forth in Section 12.2 below, this MOA shall automatically terminate upon DWR's approval of the GSP for the Basin.

Section 2
Term

This MOA shall become effective on the date that the last of the five (5) Parties signs ("Effective Date") and shall remain in effect until terminated in accordance with Section 9.2 or Section 12.2 below.

Attachment 1

Section 3 EPCWD

If and only if the EPCWD is formed and its Board of Directors decides to become the GSA within its service area and the County Board of Supervisors decides to withdraw from serving as the GSA within said area, the EPCWD may become a Party to this Agreement by signing the Addition of Party to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin in the form attached hereto as Exhibit A ("Addition") provided that the County Board of Supervisors has accepted the Addition as part of its decision to withdraw.

Section 4 Paso Basin Cooperative Committee

4.1 The Parties hereby establish the Paso Basin Cooperative Committee ("Cooperative Committee") which shall be composed of a member and alternate member from each of the five (5) Parties.

4.2 The governing body of each Party shall promptly appoint a member and alternate member to the Cooperative Committee. Each Cooperative Committee member and alternate member shall serve at the pleasure of the appointing Party, and may be removed from the Cooperative Committee by the appointing Party at any time. Each Cooperative Committee member's compensation, if any, for his or her service on the Cooperative Committee shall be the responsibility of the appointing Party.

4.3 If and only if the EPCWD becomes a Party to this MOA in accordance with Section 3 of this MOA, the Cooperative Committee shall also include a member and alternate member from the EPCWD appointed by the EPCWD.

4.4 The Cooperative Committee shall conduct activities related to GSP development and SGMA implementation at the pleasure and under the guidance of the Parties, including, but not limited to:

- A. Development of a GSP that achieves the goals and objectives outlined in SGMA;
- B. Review and participation in the selection of consultants related to Cooperative Committee efforts, as more specifically set forth in Section 6 below;
- C. Development of recommended annual budgets and additional funding needs for consideration and approval of the Parties and development of a record of expenditures, in accordance with and subject to Section 5 below. Consistent with Section 7 below, it is expected that each of the Parties will contribute in-kind staff support; therefore, recommended annual budgets

Attachment 1

shall generally not include the staff or overhead costs of any Party associated with participation in this MOA;

- D. Development of a plan that describes the anticipated tasks to be performed under this MOA and a schedule for performing said tasks;
- E. Implementation of the actions and/or policies undertaken pursuant to this MOA and resolution of any issues related to these actions and/or policies;
- F. Development of measures that may be implemented in the event insufficient or unsatisfactory progress is being made in development of the GSP;
- G. Development of a stakeholder participation plan that includes public outreach and education programs and workshops as appropriate and that involves the interested stakeholders in developing and implementing the GSP (e.g. workshops at key milestones); if determined necessary by the Cooperative Committee and supported by the Parties, the Cooperative Committee may lead implementation of the stakeholder participation plan or other stakeholder engagement activities;
- H. Establishment from time to time of one or more standing or *ad hoc* committees to assist in carrying out the purposes and objectives of the Cooperative Committee as may be necessary;
- I. Recommendation that each individual Party adopt the GSP developed under this MOA;
- J. Resolution of differences among the Parties;
- K. Coordination with neighboring GSAs in the Salinas Valley Groundwater Basin and with neighboring GSPs as may be required and/or to ensure no adverse effects.

4.5 The Cooperative Committee shall meet at least quarterly to carry out the activities described above. The Cooperative Committee shall prepare and maintain minutes of its meetings, and all meetings of the Cooperative Committee shall be conducted in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*). A majority of the members of the Cooperative Committee shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn the meeting. Attendance at all Cooperative Committee meetings may be augmented to include Parties' staff or consultants to ensure that the appropriate expertise is available.

4.6 Subject to Section 4.7 below, on all matters considered by the Cooperative Committee, the vote of each member shall be weighted in accordance with the following percentages:

City Member	15%
SMCSD Member	3%
HRCSD Member	1%

Attachment 1

SSJWD Member	20%
County Member	61%

4.7 If and only if the EPCWD becomes a Party to this MOA in accordance with Section 3 of this MOA, the voting percentages set forth in Section 4.6 shall be modified as follows:

City Member	15%
SMCSD Member	3%
HRCSD Member	1%
SSJWD Member	20%
County Member	32%
EPCWD Member	29%

4.8 Any action or recommendation considered by the Cooperative Committee shall require the affirmative vote of 67 percent based on the percentages set forth in Section 4.6 or 4.7 above, as applicable. Notwithstanding the foregoing, the following shall require the affirmative vote of 100 percent based on the percentages set forth in Section 4.6 or 4.7 above, as applicable: (A) a recommendation that each of the Parties adopt the GSP or adopt any amendment thereto prepared in response to comments from DWR and (B) a recommendation that the Parties amend this MOA. For purposes of determining whether the requisite voting threshold has been met, the voting percentage of each member must be included in the calculation with the following limited exception: in the event that a member recuses himself or herself (A) said member's voting percentage shall be allocated *pro rata* to the other members for purposes of determining whether the 67 percent threshold has been met and (B) said members' affirmative vote shall not be required to reach the 100 percent threshold (i.e. all members who have not recused themselves must vote in the affirmative). Without limiting the foregoing, an absence by any member(s) shall not result in any *pro rata* distribution for purposes of determining whether the 67 percent threshold has been met or result in elimination of the requirement that said member vote in the affirmative for purposes of determining whether the 100 percent threshold has been met.

4.9 The creation of the Cooperative Committee shall not be construed as a delegation of any powers or authorities, and all powers and authorities of each individual Party shall reside with that Party.

Section 5 Funding

5.1 The Fiscal Year of the Cooperative Committee shall be July 1 through June 30.

5.2 For Fiscal Years 2017 – 2018, 2018 – 2019 and 2019 – 2020, the Cooperative Committee shall develop a recommended budget for consideration by each Party. Subject to each Party's approval of the budget for the relevant Fiscal Year, each Party shall be responsible

Attachment 1

for funding a portion of said budgeted costs in accordance with the percentages set forth in Section 4.6 or Section 4.7 above, as applicable. Neither the Cooperative Committee nor any Party on behalf of the Cooperative Committee shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA for Fiscal Years 2017 – 2018, 2018 – 2019 or 2019 – 2020 prior to approval of the budget for the relevant Fiscal Year by each Party.

5.3 For Fiscal Year 2020 – 2021 and following, the Cooperative Committee shall develop a recommended budget and recommended contribution percentages for consideration by each Party. Subject to each Party's approval of the budget and its contribution percentage, each Party shall be responsible for funding a portion of said budgeted costs in accordance with the percentages approved by each Party. Neither the Cooperative Committee nor any Party on behalf of the Cooperative Committee shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA for Fiscal Year 2020 – 2021 and following prior to approval of the budget and contribution percentages for the relevant Fiscal Year by each Party.

5.4 It is anticipated that the vast majority of budgeted costs will involve costs for consultant services. Consequently, most contributions shall be paid to the City in the manner described in Section 6.6 below. For budgeted costs that do not involve consultant services (if any), the Cooperative Committee shall determine the manner in which such contributions shall be paid consistent with Section 5.2 and Section 5.3 above.

5.5 The Cooperative Committee shall make recommendations related to any additional non-budgeted funding needs, but shall have no authority to require any Party to contribute funds over and above those included in the budgets approved by each Party.

5.6 On an annual basis, the Cooperative Committee and/or contracting agent shall provide the Parties with a record of expenditures from the previous Fiscal Year related to this MOA.

Section 6 Engagement of Consultants

6.1 It is anticipated that the Cooperative Committee will desire to retain the services of one or more consultants in conducting the activities identified in Section 4.4 above, including, but not necessarily limited to, its development of the GSP.

6.2 The City agrees to act as the contracting agent on behalf of the Cooperative Committee and shall follow its own procurement policies in the engagement of such consultant(s) subject to Section 6.3 below.

6.3 The City agrees that the Parties and the Cooperative Committee shall be included in the selection of any consultant retained by the City on behalf of the Cooperative Committee.

Attachment 1

More specifically, staff representatives from each of the Parties shall be given an opportunity to review and approve all requests for proposals prior to their release and to participate in the various stages of the selection process, including, but not limited to, review of proposals and participation on interview panels. In addition, the City shall not issue a notice to proceed to any selected consultant until the Cooperative Committee has confirmed the consultant and related contract.

6.4 The Cooperative Committee may request that the City terminate a consultant contract entered into on behalf of the Cooperative Committee subject to and in accordance with the terms specified in the contract.

6.5 All consultant contracts entered into by the City on behalf of the Cooperative Committee shall include the following: (A) a provision that the consultant shall not commence work until a notice to proceed is issued and acknowledgement that a notice to proceed will not be issued until the Cooperative Committee confirms the consultant and contract; (B) a provision requiring that the consultant name each Party, its employees, officers and agents as an additional insured; and (C) an expected spend plan estimating the amount of the not to exceed contract amount that the consultant expects to invoice the City each month.

6.6 Upon receipt of each invoice from a consultant retained on behalf of the Cooperative Committee, the City shall calculate each Party's payment obligation based on the percentages set forth in Section 4.6 or Section 4.7, as applicable, or on the percentages approved by each Party as set forth in Section 5.3, depending on the Fiscal Year. The City shall submit an invoice to each Party showing the foregoing calculation, and each Party shall remit payment to the City within thirty (30) days.

Section 7

Roles and Responsibilities of the Parties

In addition to performance of the roles and responsibilities set forth above related to, among other things, appointment of members and alternate members to the Cooperative Committee, consideration of annual budgets and cost contributions and participation in the selection of consultants, the Parties shall:

- A. Work to jointly to meet the objectives of this MOA through, among other things, coordination of all activities related to fulfillment of said objectives;
- B. Internally or jointly designate a staff person(s) to provide expertise and existing information in a timely manner and to participate in the development of the GSP and/or related technical studies and/or other materials or actions being considered by the Cooperative Committee;
- C. Upon recommendation of the Cooperative Committee, consider adoption of the GSP and, as defined in the GSP once approved, implement the GSP within its respective GSA service area. Notwithstanding the foregoing, nothing contained

Attachment 1

in this MOA shall be construed as obligating any Party to adopt the GSP developed under this MOA, or as preventing any Party from adopting the GSP developed under this MOA in the event that the Cooperative Committee fails to recommend approval or another Party (or Parties) elects not to adopt the GSP developed under this MOA;

- D. Bring any dispute over any of the activities discussed in this MOA to the Cooperative Committee in order to provide the Cooperative Committee with an opportunity to resolve the dispute.

Section 8

Interagency Communication and Providing Proper Notice

8.1 In order to provide for consistent and effective communication among the Parties, each Party agrees to designate a representative as its central point of contact on all matters relating to this MOA and the GSP. Additional representatives from the community or staff may be appointed to serve as points of contact on specific actions or issues.

8.2 All notices, statements or payments related to implementing the objectives of this MOA shall be deemed to have been duly given if given in writing and delivered electronically, personally or mailed by first-class, registered, or certified mail to the Parties at the addresses set forth in Exhibit B. Notwithstanding any other provision of this MOA, the Parties may update Exhibit B from time to time without formally amending this MOA.

Section 9

Withdrawal and Termination

9.1 Any Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA. Withdrawal shall become effective upon thirty (30) days written notice to the remaining Parties' designated addresses as listed in Exhibit B. Nothing contained in this Section 9 shall be construed as prohibiting a Party that has withdrawn from this MOA from developing its own GSP for its service area within the Basin. A Party that has withdrawn from this MOA shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget incurred, accrued or encumbered up to the date the Party provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract for which the City has issued a notice to proceed. If a Party withdraws, the Cooperative Committee shall reassess the contributions of each remaining Party to fund the current budget and determine if the Cooperative Committee needs to request the contribution of additional funding from the governing board of each Party.

9.2 This MOA may be terminated upon unanimous written consent of all current Parties.

Attachment 1

Section 10 Amendments

This MOA may be amended only by unanimous written consent of all current Parties. Approval from a Party is valid only after that Party's governing body approves the amendment at a public meeting. Neither individual Cooperative Committee members nor individual members of the Parties' governing boards have the authority, express or implied, to amend, modify, waive or in any way alter this MOA or the terms and conditions hereof.

Section 11 Indemnification

No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOA.

Section 12 Miscellaneous

12.1 Execution in Counterparts. This MOA may be executed in counterparts.

12.2 Automatic Termination of MOA. This MOA shall automatically terminate upon DWR's approval of the adopted GSP. Depending on the content of the GSP, the Parties may decide to enter into a new agreement to coordinate GSP implementation.

12.3 Choice of Law. This MOA is made in the State of California, under the Constitution and laws of said State and is to be so construed.

12.4 Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

12.5 Entire Agreement. This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises, representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

12.6 Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through negotiation, and that each Party has had a full and fair

Attachment 1

opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____
Tom Frutchey

By: _____
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
John Peschong

By: _____
Scott Duffield

Its: Chair, Board of Supervisors

Its: General Manager

Date: 8/22/2017

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: _____

Its: GENERAL MANAGER

Its: _____

Date: 210 23 2017

Date: _____

ATTEST:

Tommy Gong, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: Samuel C. Curren
Deputy Clerk

Attachment 1

opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: THOMAS FRUTCHY
Tom Frutchey *TF*

By: _____
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: 9-20-17

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Dr. P. Yap
Its: City Attorney
Date: 9/20/17

By: _____
Its: _____
Date: _____

COUNTY OF SAN LUIS OBISPO

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
John Peschong

By: _____
Scott Duffield

Its: Chair, Board of Supervisors

Its: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

Attachment 1

opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____
Tom Frutchey

By: Willy Cunha
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: 7-26-2017

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: Scott Duffield
Scott Duffield

Its: _____

Its: District Council

Date: _____

Date: 7/26/17

COUNTY OF SAN LUIS OBISPO

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
John Peschong

By: _____
Scott Duffield

Its: Chair, Board of Supervisors

Its: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment 1

opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____
Tom Frutchey

By: _____
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
John Peschong

By: Scott Duffield
Scott Duffield

Its: Chair, Board of Supervisors

Its: General Manager

Date: _____

Date: 07/31/2017

APPROVED AS TO FORM AND LEGAL EFFECT:

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

By: [Signature]
Its: District Council
Date: 7/26/17

Its: _____

Date: _____

Date: _____

Attachment 1

SAN MIGUEL COMMUNITY
SERVICES DISTRICT

By: 
Rob Roberson

Its: Interim General Manager

Date: 8/29/2017

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: 

Its: Douglas White

Date: 9/6/17

Attachment 1

EXHIBIT A

Addition of Party to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin

WHEREAS, certain local agencies that each decided to become the groundwater sustainability agency within their respective service areas overlying the Paso Robles Area Subbasin (Basin No. 3-004.06) have entered into an agreement entitled "Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin" ("Agreement"); and

WHEREAS, the Estrella-El Pomar-Creston Water District ("EPCWD") could not be an original signatory to the Agreement, because it had not yet been formed; and

WHEREAS, Section 3 of the Agreement sets forth the process by which the EPCWD can become a party to the Agreement provided that certain conditions are met; and

WHEREAS, the EPCWD has received and reviewed a copy of the Agreement; and

WHEREAS, on _____, the EPCWD Board of Directors held a public hearing and by Resolution _____ decided to become the groundwater sustainability agency within its service area and a signatory to the Agreement; and

WHEREAS, on _____, the County of San Luis Obispo Board of Supervisors held a public hearing and by Resolution _____ decided to withdraw from serving as the groundwater sustainability agency within the EPCWD's service area and to accept the signature below.

NOW, THEREFORE, acknowledging that the recitals above are correct and are part of this agreement, the EPCWD, upon acceptance by signature below by the County of San Luis Obispo Board of Supervisors, shall become a party to the Agreement effective immediately. The EPCWD shall bear the benefits and enjoy the burdens of the Agreement as though the EPCWD had originally executed said Agreement as it now exists or may be amended in the future, and for so long as the Agreement remains in effect or for so long as the EPCWD is a party to the Agreement.

ACCEPTED AND APPROVED BY THE ESTRELLA-EL POMAR-CRESTON WATER DISTRICT BOARD OF DIRECTORS:

By: _____ Date: _____

Its: _____

Attachment 1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____ Date: _____

Its: _____

Address for purposes of Exhibit B to the Agreement:

Estrella-El Pomar-Creston Water District

Attention: _____

**ACCEPTED AND APPROVED BY
THE COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS IN ACCORDANCE WITH
THE AGREEMENT:**

By: _____ Date: _____

Its: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____ Date: _____

Its: _____

Attachment 1

**EXHIBIT B
PARTY ADDRESS LIST**

County of San Luis Obispo
976 Oños Street, Room 206
San Luis Obispo, CA 93408
Attention: Wade Horton, Public Works Director

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93451
Attention: Dick McKinley, Public Works Director

San Miguel Community Services District
1150 Mission Street
San Miguel, CA 93451
Attention: Rob Roberson, Interim General Manager

Heritage Ranch Community Services District
4870 Heritage Road
Paso Robles, CA 93446
Attention: Scott Duffield, General Manager

Shandon San Juan Water District
365 Truesdale Road PO Box 150
Shandon, CA 93461
Attention: Willy Cunha, President, Board of Directors

Attachment 2

Recommended PBCC Fiscal Year 2024-2025 Budget

Budget Components	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Grant Funded Cost Components				
Grant Funded				
1 ET Ag Water Usage Program		\$ 120,000		
2 Cost of Service Rate Study		\$ 150,000		
3 Address High Priority GSP Data Gaps (Expanded Monitoring Network)		\$ 1,400,000		
4 MILR Program Framework		\$ 380,000		
5 Well Verification/Registration Program		\$ 100,000		
6 Drinking Well Impact Mitigation Program Development		\$ 200,000		
7 Blended Irrigation Water Supply Program		\$ 300,000		
8 SWP Feasibility Project		\$ 200,000		
9 City of Paso Robles Recycled Water Distribution System - Salinas River Segment	\$ 3,500,000			
10 San Miguel CSD Recycled Water Supply Project		\$ 1,000,000		
Grant Funded Total	\$ 3,500,000	\$ 3,850,000		

Budget Components	FY 23-24	FY 24-25	FY 25-26	FY 26-27
PBCC Funded Cost Components				
SGMA-Required				
11 Annual Report WY 2024	\$ 95,000	\$ 100,000	\$ 110,000	\$ 121,000
12 GSP Fifth Year Evaluation		\$ 300,000		
13 ET Ag Water Usage Program			\$ 120,000	\$ 120,000
14 Ongoing Basin Monitoring Operations & Maintenance		\$ 75,000	\$ 82,500	\$ 90,750
GSP Initiatives				
15 Outreach Program (Continued efforts including new website)		\$ 75,000	\$ 82,500	\$ 90,750
Administrative				
16 Develop Governance Structure (e.g. JPA, etc.)		\$ 50,000		\$ -
17 Executive Director and Support Staff			\$ 180,000	\$ 200,000
18 Legal Counsel			\$ 82,500	\$ 90,750
19 PBCC Administrative Costs (Insurance, Audit, Accounting, etc.)			\$ 82,500	\$ 90,750
20 Grant Development (2 grants)			\$ 82,500	\$ 90,750
21 Technical Consultant(s) (as necessary)			\$ 110,000	\$ 121,000
TOTAL	\$ 95,000	\$ 600,000	\$ 932,500	\$ 1,015,750

	GSA Cost Share	FY 23-24	FY 24-25	FY 25-26	FY 26-27	GSA Cost Share %
a	County of San Luis Obispo GSA	\$ 30,685	\$ 193,800	\$ 301,198	\$ 328,087	32.3%
b	Estrella-El Pomar-Creston Water District GSA	\$ 27,835	\$ 175,800	\$ 273,223	\$ 297,615	29.3%
c	Shandon San Juan Water District GSA	\$ 19,190	\$ 121,200	\$ 188,365	\$ 205,182	20.2%
d	City of Paso Robles GSA	\$ 14,440	\$ 91,200	\$ 141,740	\$ 154,394	15.2%
e	San Miguel Community Services District GSA	\$ 2,850	\$ 18,000	\$ 27,975	\$ 30,473	3.0%

Attachment 3

Recommended PBCC Fiscal Year 2024-2025 Budget (With Recommended BOS Amendments)

Budget Components	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Grant Funded Cost Components				
Grant Funded				
1 ET Ag Water Usage Program		\$ 120,000		
2 Cost of Service Rate Study		\$ 150,000		
3 Address High Priority GSP Data Gaps (Expanded Monitoring Network)		\$ 1,400,000		
4 MILR Program Framework		\$ 380,000		
5 Well Verification/Registration Program		\$ 100,000		
6 Drinking Well Impact Mitigation Program Development		\$ 200,000		
7 Blended Irrigation Water Supply Program		\$ 300,000		
8 SWP Feasibility Project		\$ 200,000		
9 City of Paso Robles Recycled Water Distribution System - Salinas River Segment	\$ 3,500,000			
10 San Miguel CSD Recycled Water Supply Project		\$ 1,000,000		
Grant Funded Total	\$ 3,500,000	\$ 3,850,000		

Budget Components	FY 23-24	FY 24-25	FY 25-26	FY 26-27
PBCC Funded Cost Components				
SGMA-Required				
11 Annual Report WY 2024	\$ 95,000	\$ 100,000	\$ 110,000	\$ 121,000
12 GSP Fifth Year Evaluation		\$ 300,000		
13 ET Ag Water Usage Program			\$ 120,000	\$ 120,000
14 Ongoing Basin Monitoring Operations & Maintenance			\$ 82,500	\$ 90,750
GSP Initiatives				
15 Outreach Program (Continued efforts including new website)			\$ 52,500	\$ 57,750
Administrative				
16 Develop Governance Structure (e.g. JPA, etc.)				\$ -
17 Executive Director and Support Staff			\$ 180,000	\$ 200,000
18 Legal Counsel			\$ 82,500	\$ 90,750
19 PBCC Administrative Costs (Insurance, Audit, Accounting, etc.)			\$ 82,500	\$ 90,750
20 Grant Development (2 grants)			\$ 82,500	\$ 90,750
21 Technical Consultant(s) (as necessary)			\$ 110,000	\$ 121,000
TOTAL	\$ 95,000	\$ 400,000	\$ 902,500	\$ 982,750

	GSA Cost Share	FY 23-24	FY 24-25	FY 25-26	FY 26-27	GSA Cost Share %
a	County of San Luis Obispo GSA	\$ 30,685	\$ 129,200	\$ 291,508	\$ 317,428	32.3%
b	Estrella-El Pomar-Creston Water District GSA	\$ 27,835	\$ 117,200	\$ 264,433	\$ 287,946	29.3%
c	Shandon San Juan Water District GSA	\$ 19,190	\$ 80,800	\$ 182,305	\$ 198,516	20.2%
d	City of Paso Robles GSA	\$ 14,440	\$ 60,800	\$ 137,180	\$ 149,378	15.2%
e	San Miguel Community Services District GSA	\$ 2,850	\$ 12,000	\$ 27,075	\$ 29,483	3.0%

PASO BASIN COOPERATIVE COMMITTEE
July 24, 2024

Agenda Item #9 – Approval of Meeting Minutes

Recommendation

Approve the Regular May 22, 2024, meeting minutes

Prepared By

Blaine Reely, County of San Luis Obispo Groundwater Sustainability Director

Discussion

The regular May 22, 2024 meeting minutes are provided as Attachment 1 for consideration of approval.

* * *

Paso Basin Cooperative Committee
DRAFT Regular Meeting Minutes
May 22, 2024

The following members or alternates were present:

- Matt Turrentine**, Chair, Shandon-San Juan Water District GSA
- Berkley Baker**, Vice Chair, San Miguel Community Services District GSA
- John Hamon**, City of Paso Robles GSA
- Bruce Gibson**, Treasurer, County of SLO
- Dana Merrill**, Estrella-El Pomar-Creston Water District GSA

1. Call to Order	Chair Turrentine: calls the meeting to order at 4:00 p.m.
2. Pledge of Allegiance	Chair Turrentine: leads the Pledge of Allegiance.
3. Roll call	Project Manager, Taylor Blakslee: calls roll.
4. Meeting Protocols	Project Manager, Blakslee provides an overview of meeting protocols.
5. Public Comment – Items not on Agenda	<p><i>Meeting Audio: Item start ~ 00:00:00</i></p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Greg Grewal: We met on February 7th and again on March 27th. On February, I was asking where the annual report was. It was supposed to be out for the staff that we don't know who the staff is on the 9th, and to the public on the 16th, it got to the public on the 21st. And we had until the 15th of March to make comments. Comments were made. I made comments the only comments that were attached were my comments. So, nobody got to see other comments from anybody else. The draft and the final document never went to any GSA board of all the boards for public comment. So somehow, The GSA Cooperative group approved the annual report without the annual report going to any of the individual GSA boards to have public comment, wherever they were. Whether it was Paso Robles, whether it was the County, Whether it was San Miguel, whether it was you guys, How did it get approved which we had to have it in on April 1st. I guess the consultant who has only done it for the six years prior didn't know what day it was supposed to be turned in on. How do you not know ahead of time that it has to go in front of the individual GSA boards to be looked at to get approved and have public comment at the individual, GSA boards. That should never happen again. Regardless of whatever the stuff was, and everybody needs to see what the public comments are from the other from all the different boards. So, we know we need to know what their concerns are. We have an opportunity. The Governor has an executive order out there where we can do some stuff for groundwater recharge. We should be looking at that, that should be our primary factor. And one of the last thing, and I want to talk on a little bit more later here is, it's almost a year now since we've been waiting for outreach for the expanded monitoring Network. A year. Is somebody on vacation? It's been a year. We should already had that. We already had the money. Thank you.</p>

Paso Basin Cooperative Committee
DRAFT Regular Meeting Minutes
May 22, 2024

	<p>Murray Powell: I'm Murray Powell, Templeton resident, Vice Chair of TAG and not representing TAG today. We've got several issues with items that should be on the agenda that aren't Mr. Grewal just referenced the public outreach program that has been virtually ignored now, not only by your board, but for several years of meetings by this PBCC. Even in the March minutes, which we'll be reviewing later, Mr. Gibson asked for an update on outreach plans and I didn't see any updates in the agenda today. So, just to remind you that, code section 106 was passed out many times says that domestic well users we have first priority before ag. So I'd like to know why this issue keeps being put off. Secondly, last year, there was an arrangement for a no-cost outreach program to be done at the Mid-State Fair at the Republican Party Booth and it was ignored by the County. So, two months from now is the next fair, we have the same opportunity for outreach at the next fair and I don't see anything on the agenda about this. Your next meeting won't even be until the fair is almost over in late July. So, we are going to go another year with a no-cost opportunity for outreach to hundreds of fair goers so they understand what's going on with this Committee and also the Basin or are we just going to put this off for another year or two, and so that needs to be addressed. The other issue is, there are a lot of things in the agenda that will come up in detail in a little bit, but they keep referring to staff. There's a PBBC staff and then there is references to GSA staff who, apparently, have some kind of authority to approve RFPs actually sign contracts, and I haven't seen any action in this board in the last few meetings where the details and the actual approvals are actually publicly noticed on a lot of this information, this even includes executing consulting and also an ET (evapotranspiration) monitoring agreement that according to your agenda today has been executed.</p> <p>Chair Turrentine: closes the floor for public comment.</p>
<p>6. GSA Staff Report</p>	<p><i>Meeting Audio: Item start ~ 00:10:05</i> Chair Turrentine: opens discussion for Agenda Item 7 Report on SGMA Round 1 Grant Implementation.</p> <p>Mr. Blakslee: reviews the Sustainable Groundwater Management Act (SGMA) Groundwater Sustainability Plan (GSP) Round 1 grant implementation progress and invoicing. He reports that Invoice No. 6 has been submitted to the California Department of Water Resources (DWR) and Invoice No. 7 is being compiled.</p> <p>Chair Turrentine: opens the floor for public comment.</p> <p>Mr. Powell: comments.</p> <p>Chair Turrentine: allows Mr. Powell to comment on sub-items.</p> <p>Mr. Reely: comments that informational items are combined into a staff report</p>

Paso Basin Cooperative Committee
DRAFT Regular Meeting Minutes
May 22, 2024

which is included in the packet, so the public can review it before the meeting. The presentation of informational items and ongoing updates in a staff report is consistent with the process of other governing bodies.

Chair Turrentine: comments that these documents are posted well in advance.

Mr. Powell: comments.

Mr. Grewal: comments.

Jerry Reaugh: comments on item g (“Update on Consultant Procurement Guidelines”) and notes that this policy needs further refinement.

Chair Turrentine: closes the floor for public comment and opens for Committee comments.

Committee Member Gibson: comments on item g, and notes that it is a draft policy that will come back to the Committee for approval and is interested in Mr. Reaugh’s markups to the policy. He suggests outlining the schedule for where and when RFPs are created and posted. He notes that a staff report memo is appropriate and similar to an executive director report and is not an action item, but a report of activities that have passed, and meeting materials are posted in advance of the meeting and people can submit written comments. He notes this is a business meeting, and it is beneficial to structure the time to be efficient.

Committee Member Hamon: comments that the public should have more time to discuss a particular item including the sub-items but does like the format of the staff memo.

Committee Member Baker: comments that he would like to see more financial information like a financial statement, and a breakdown of the grant-funded items.

Mr. Reely: comments that the DWR grant is a reimbursable grant. He says the County fronts the money, pays the bills, and submits the bills quarterly for reimbursement to DWR, and the GSAs do not contribute any money to these projects. He comments that staff provided a breakdown of the grant expenditures to share with their member but can provide additional information. He comments that the agencies procuring projects (i.e. the City and County) post the RFPs on their public purchasing websites.

Committee Member Baker: Says stakeholders should have more time to provide public comments.

Mr. Reely: Suggests accommodating Committee Member comments by including informational items as a consent item rather than a staff report.

Paso Basin Cooperative Committee
DRAFT Regular Meeting Minutes
May 22, 2024

	<p>Committee Member Baker: comments any check charged or made to the PBCC should be listed on a public report so the public can see it.</p> <p>Mr. Reely: comments the County provides invoices to the State for grant-funded project reimbursement and the County can provide copies of those invoices. He says the only expenditures to-date are for the development of the annual report.</p> <p>Committee Member Gibson: comments it would be useful to have a system that notifies stakeholders when and where RFPs are issued.</p> <p>Committee Member Baker: asks about the status of expanding the monitoring network and Mr. Reely provides an update on the project status.</p> <p>Chair Turrentine: let's move to item 7.</p>
<p>7. Update on Blended Irrigation Water Supply Project (WSC)</p>	<p><i>Meeting Audio: Item start ~ 00:59:18</i></p> <p>Mr. Reely: provides an update on the Blended Irrigation Water Supply Project. He notes the County issued an RFP last year, selected Water Systems Consulting (WSC), who has started work and Michael Goymerac from WSC will provide a status report.</p> <p>Michael Goymerac (WSC): introduces himself as the project manager and is joined by Rob Morrow, the project engineer, he provides an overview of the Blended Water Supply Project scope, project drivers, approach, supply and demand characteristics, and next steps.</p> <p>Chair Turrentine: opens discussion for Agenda Item 7 Blended Irrigation Water Supply Project.</p> <p>Greg Grewal: comments.</p> <p>Michael Baugh: comments.</p> <p>Mr. Carter: comments.</p> <p>Mr. Powell: comments.</p> <p>Ann Myhre: comments.</p> <p>Committee Member Gison: asks if future municipal use is factored into the study. He also asks if only recycled water projected in the winter months will still be viable for the project.</p> <p>Mr. Goymerac: responds that the study only includes agriculture demand and urban water plan consideration was not in the scope.</p>

Paso Basin Cooperative Committee
DRAFT Regular Meeting Minutes
May 22, 2024

	<p>Christopher Alakel: adds that the recycled water supply numbers from the city reflect what they expect will be offered over a long-term (approximately 15 years), but in the short-term, significantly more water would likely be available on the spot market.</p> <p>Mr. Goymerac: comments that use of solely recycled water for short periods can occur if regular flushing events are employed. He responds to another question to clarify that the total curve reflects the demand in the selected service area and only includes ag demand. He confirms the study will be conducted at the end of August and they are still working through alternatives.</p> <p>Christopher Alakel: comments that the City of Paso has done water quality testing and no polyfluorinated alkyl substances (PFAS) have been identified in the water and they will continue to monitor for this.</p> <p>Mr. Goymerac: replied that the demand is based on evapotranspiration (ET) data which is sufficient for ballpark numbers and cost ranges for this scope. He notes that he met with six different entities that provided pumping data to ground-truth the demand and confirmed the ET was sufficient for this project.</p> <p>Mr. Reely: responds to a comment on costs being paid by project beneficiaries and notes this will be addressed in the context of the rate study.</p> <p>Chair Turrentine: closes the floor for public comment.</p>																														
<p>8. Approval of March 27, 2024 Meeting Minutes</p>	<p><i>Meeting Audio: Item start ~ 01:48:01</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 8 Approval of March 27th, 2024 Meeting Minutes.</p> <p>Mr. Powell: comments.</p> <p>Chair Turrentine: closes the floor for public comment.</p> <p>Motion by: Member Gibson Second by: Member Baker</p> <p>Motion: Committee approves the March 27, 2024 Meeting Minutes.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Members</th> <th style="text-align: center;">Ayes</th> <th style="text-align: center;">Noes</th> <th style="text-align: center;">Abstain</th> <th style="text-align: center;">Recuse</th> </tr> </thead> <tbody> <tr> <td>Matt Turrentine (Chair)</td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Berkley Baker (Vice Chair)</td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Hamon</td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Bruce Gibson</td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Dana Merrill</td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Members	Ayes	Noes	Abstain	Recuse	Matt Turrentine (Chair)	X				Berkley Baker (Vice Chair)	X				John Hamon	X				Bruce Gibson	X				Dana Merrill	X			
Members	Ayes	Noes	Abstain	Recuse																											
Matt Turrentine (Chair)	X																														
Berkley Baker (Vice Chair)	X																														
John Hamon	X																														
Bruce Gibson	X																														
Dana Merrill	X																														

Paso Basin Cooperative Committee
DRAFT Regular Meeting Minutes
May 22, 2024

<p>9. Update from the Committee Members or Staff</p> <p>a. City of Paso Robles</p> <p>b. County of San Luis Obispo</p> <p>c. San Miguel Community Services District</p> <p>d. Shandon-San Juan Water District</p> <p>e. Estrella-El Pomar-Creston Water District</p>	<p><i>Meeting Audio: Item start ~ 01:52:24</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 9 Update from the Committee Members or Staff</p> <p>Mr. Gibson: updates on outreach to property owners in County GSA and notes that County staff are working on setting up an email list.</p>
<p>10. Upcoming meeting(s)</p>	<p><i>Meeting Audio: Item start ~ 01:53:09</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 10 Upcoming meeting(s).</p> <p>Mr. Blakslee: reports the next regularly scheduled PBCC meeting is on July 24, 2024.</p>
<p>11. Future Items</p>	<p><i>Meeting Audio: Item start ~ 01:53:19</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 11 Future Items</p> <p>Nothing to report.</p>
<p>12. Correspondence</p>	<p><i>Meeting Audio: Item start ~ 01:53:32</i></p> <p>Chair Turrentine: opens discussion for Agenda Item 12 Correspondence.</p> <p>No correspondence was presented.</p>
<p>13. Adjourn</p>	<p>Chair Turrentine: adjourns the meeting at 5:54 p.m.</p>

Drafted by: Taylor Blakslee/Grace Bianchi, Hallmark Group