

MEMBER UNITS EXHIBIT NUMBER 70

December 7, 1994

**LOMPOC GROUNDWATER EVALUATION AGREEMENT
SANTA YNEZ RIVER WATER CONSERVATION DISTRICT
CACHUMA PROJECT MEMBERS - CITY OF LOMPOC**

THIS AGREEMENT made and entered into as of December 22, 1994 by and between:

THE CITY OF LOMPOC

THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT,

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

THE CITY OF SANTA BARBARA,

THE GOLETA WATER DISTRICT,

THE MONTECITO WATER DISTRICT,

THE SUMMERLAND WATER DISTRICT,

THE CARPINTERIA WATER DISTRICT

AND OTHER AGENCIES AS AGREE TO ITS TERMS,

together referred to herein as the "parties", WITNESSETH:

WHEREAS, the United States Bureau of Reclamation operates Bradbury Dam and the adjacent reservoir, commonly referred to as the Cachuma Project, in Santa Barbara County, California, on the Santa Ynez River; and

WHEREAS, The United States Bureau of Reclamation has entered into a contract with to deliver water for use in Santa Barbara County for municipal, industrial and agricultural purposes (Master Agreement) for use by the Santa Ynez River Water Conservation District, Improvement District #1, the City of Santa Barbara, the Goleta Water District, the Montecito Water District, the Summerland Water District, and the Carpinteria County Water District; and

WHEREAS the City of Lompoc is situated downstream from the Cachuma Project and within the Santa Ynez River watershed; and,

WHEREAS, the parties all have an interest in the operation of the Santa Ynez River, including the Cachuma Project; and,

WHEREAS, there are a great number of contentions and claims regarding ground water on the Santa Ynez River which the parties wish to resolve by mutual agreement, if possible, rather than through legal conflict; and,

WHEREAS, The Santa Ynez River Water Conservation District, I. D. #1, the City of

Santa Barbara, the Goleta Water District, the Montecito Water District, the Summerland Water District, the Carpinteria Water District and the City of Lompoc have been actively engaged in efforts to satisfy the provisions of an agreement entered into by and between the City of Lompoc and the Cachuma Project Authority, dated September 30, 1993, to negotiate for an agreement which addresses concerns over the quantity and quality of water in the Lompoc Plain ground water basin; and,

WHEREAS, pursuant to that agreement the parties have met, organized into a series of committees and have begun investigation into the hydrological, practical and political issues that must be addressed in order to provide any solutions; and,

WHEREAS, pursuant to that agreement the Policy Committees have met two times with sincere efforts to reach some positive resolution and have had other meetings postponed by reason of the need for more information upon which to base decisions; and,

WHEREAS, the designated Technical Committees have met four times, with additional meetings of subcommittees to develop information, review models, and consider proposals, each party making significant contributions of resources in professional consultant time and effort; and,

WHEREAS, the Technical Committees report considerable progress, but recommend that such negotiations can not be completed before May of 1995; and,

WHEREAS, the parties acknowledge the good faith efforts by all concerned to develop a substantive approach to resolution of the concerns of the City of Lompoc, but recognize that the issues deserve more in depth development of information and alternatives, and that any resolution will require analysis under the California Environmental Quality Act of 1970 (CEQA) and favorable action by other agencies; and,

WHEREAS, the parties wish to experiment with an exchange of significant quantities of State Water Project water, when such water is available to the area, for Below Narrows Account water, to determine if benefits are sufficient to justify continuing such program; and,

WHEREAS, it is agreed that any resolution, in light of the amount of work left remaining will not be accomplished within the period of time provided under such agreement, and that it may be more productive to seek solutions to identified problems than to expend valuable resources to affix responsibility for conditions identified in the Lompoc Plain; and,

WHEREAS, data collection and studies necessary for resolution of such issues may require three to five years to complete; and,

WHEREAS, opportunities will be available in the future for public consideration and review of the data, analysis and recommendations from such studies, including anticipated future hearings before the State Water Resources Control Board,

NOW THEREFORE, THE PARTIES ENTER THIS AGREEMENT to share work and information necessary for a satisfactory evaluation of the sources and effects of the constituents that affect the ground water in the Lompoc Plain, and the measures to be taken to reduce the impact of such constituents in accordance with the following provisions:

1. POLICY COMMITTEE In order to implement this Agreement and to direct cooperative efforts with regard to groundwater conditions in the Lompoc Plain ground water basin as affected by the Santa Ynez River, the parties shall form and maintain a Policy Committee to direct the efforts of a Technical Advisory Committee to advise on ground water issues. The parties will maintain a Policy Committee consisting of one designated representative from each party to this Agreement which shall meet at least once each six months to provide policy, financial, legal, engineering or other direction, guidance and assistance to a Technical

Advisory Committee (provided herein), as may be required by the parties. The Policy Committee shall meet alternately in the City of Lompoc and in the City of Santa Barbara, the host agency shall provide a Chair to preside over and conduct the meetings of the Policy Committee. The Policy Committee shall review the work and the recommendations of the Technical Advisory Committee (provided herein) and, where requested by the Technical Advisory Committee, it shall take such action as the parties determine to be appropriate to implement the recommendations, pursuant to the purposes of this Agreement.

2. TECHNICAL ADVISORY COMMITTEE The parties will maintain a Technical Advisory Committee, composed of persons with special training or experience in hydrology, public works, finance, engineering, and water supply and distribution fields in order to enhance cooperation among the parties; to collect, analyze and share information related to ground water as affected by the Santa Ynez River operations. Each party may appoint a member to the Technical Advisory Committee, whose meetings shall be chaired by the Administrator provided herein. The State Water Resources Control Board may appoint a member to serve in *ex officio* status on the Technical Advisory Committee. The Technical Advisory Committee will meet regularly, or as often as it shall deem necessary, to fully explore alternative measures to address ground water conditions in the Lompoc Plain. The Technical Advisory Committee shall have the following responsibilities:

a. The Technical Advisory Committee shall establish a process for the collection of relevant ground water data, including, but not limited to quantities, recharge, flows, and concentrations of salts and other ground water constituents, which information shall be made available to all parties and to all interested persons, at regular intervals.

b. The Technical Advisory Committee shall develop recommendations for long term treatment, management, projects and operations for consideration by the parties and by the Policy Committee provided for herein.

c. The Technical Advisory Committee shall provide a year end summary of the minutes of meetings and of all information gathered during each calendar year, on or before the following March 1 of each year during the term hereof.

d. The Technical Advisory Committee shall supervise and direct the work necessary to complete the Study Plan to be approved by the parties and attached hereto as Exhibit A.

3. FINANCIAL ARRANGEMENTS The parties to this Agreement shall provide the staff, records, information, and technical assistance available from their respective jurisdictions to implement the Study Plan. No party is expected to provide services or assistance in excess of that which the party, in the party's sole discretion, believes proper for the purposes of its participation. The Administrator may join, contract with, and/or obtain contributions from one or more public agencies, businesses or public benefit organizations for the operation, benefit and support of the work provided for herein.

4. ADMINISTRATION The parties agree that there will be an Administrator provided by the City of Santa Barbara to coordinate any budget required; administer any agreements needed for consultants for the work provided herein; and to give notices, distribute documents, keep minutes, provide for meeting space, and perform such other administrative and coordination needs as the Policy Committee and the Technical Advisory Committee may, from time to time, require. The Administrator shall cause the studies, surveys, reports and material

regarding the study plan to be prepared through contractors, agency or city employees, and such other means as appropriate. The Administrator shall keep records of any significant financial transactions on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. The Administrator shall provide copies of materials developed, agendas, minutes, and other significant deliverables to the State Water Resources Control Board staff as part of the work to complete the study plan.

5. DEVELOPMENT OF LONG TERM AGREEMENT The parties to this Agreement intend to develop information for, and to work toward, a long term agreement about ground water quality and quantity within the Lompoc Plain basin or basins.

a. The parties to this Agreement will convene as reasonably necessary in view of the ongoing nature of the Study Plan, to discuss such long term agreement.

b. The parties shall cooperate in an effort to resolve differences over provisions for such ground water basin(s) by agreement for the period of this Agreement and for such further period as to which this Agreement may be extended by agreement of the parties.

c. The parties agree to meet to discuss such long term agreement at least one time per year during the period of this Agreement and any extension thereof, with a first meeting to be held on or about October 1, 1995.

6. IMPLEMENTATION The parties to this Agreement shall use their best efforts to ensure that the activities outlined in this Agreement are carried out in accordance with the recommendations provided by the Technical Advisory Committee. In performing any function, service or decision in connection with this Agreement, the Policy Committee and the Technical Advisory Committee shall operate only by consensus of all parties.

7. TERM This Agreement shall not be effective for any purpose unless and until the Santa Barbara County Water Agency has made an effective assignment of rights under the U.S. Bureau of Reclamation, Cachuma Project Master Agreement to Cachuma Project Authority and the Cachuma member units have executed a new long term master water agreement with the United States Bureau of Reclamation. This Agreement will be complete when executed by the Santa Ynez River Water Conservation District, the City of Santa Barbara, the Santa Ynez River Water Conservation District, I. D. #1, the Goleta Water District, the Montecito Water District, the Summerland Water District, the Carpinteria Water District and the City of Lompoc. This Agreement shall remain in full force and effect until December 1, 2000 and during the term of extension approved by the California State Water Resources Control Board on November 17, 1994, for permits for the Cachuma Project, unless the California State Water Resources Control Board modifies such term or takes other action with regard to such hearings, in which case the date of such action shall be the end of the term of this Agreement. This Agreement may be extended for successive one year terms upon the mutual approval of the parties who wish to continue the understanding.

8. EXCHANGE OF WATER The Cachuma member units agree to provide up to 3000 acre feet of state project water per year during the term of this Agreement, available for exchange at the option and election of interested parties for an equivalent amount of Below Narrows Account water, available by reason of the California State Water Resources Control Board Decision 89-18, amended by Decision 94-5; subject to all Central Coast Water Authority and California State limitations placed upon

such exchanges; and,

subject to California State Water Resources Control Board approval and any required U.S. Bureau of Reclamation approval; where,

there is appropriate provision for the expenses of the necessary conduit, valve, treatment and turnout construction; and where,

there is necessary provision made for necessary reports, findings and action under the California Environmental Quality Act (CEQA).

The method of delivery of the water shall be in accord with the responsibility of the Santa Ynez River Water Conservation District to the beneficiaries of the Below Narrows Account.

9. CCWA POLICIES The Cachuma member units agree to use their best efforts to obtain such policy changes, agreements, resolutions and other efforts necessary to make Central Coast Water Authority (CCWA) pipeline capacity available for purposes of the exchange provided for in this Agreement.

10. GROUNDWATER MANAGEMENT PLAN The parties agree to use their best efforts to prepare a groundwater management plan, and to establish an appropriate agency (such as a groundwater authority, joint powers agency, or other arrangement with powers to implement groundwater management policies) to enforce such plan, in cooperation with such other local water purveyors and private parties that have the potential to impact ground water availability and ground water quality. While this plan is being prepared, the City of Lompoc agrees to monitor the impact of this Agreement on its ground water resources.

11. RESERVATION OF POSITIONS The parties reserve their present rights and contentions related to or arising out of the impoundment and/or release of water in or through the Cachuma Project, and the impact and/or mitigation of impacts of such impoundment and/or releases of water downstream of Bradbury Dam in the Santa Ynez River, during the term of this Agreement, including any extension.

12. ACCESS TO INFORMATION Each of the parties to the Agreement shall have access to and right to use and publish any and all information, data, summaries, charts, programs and other material developed hereunder, for the Santa Ynez River area. All information will be gathered, distributed and maintained in a manner to assure freedom of access and use for such material. None of the parties nor any administrators to this understanding shall be individually responsible to perfect or to defend such rights of use or access. The data collected pursuant to this Agreement may be referred to, used and presented, to the extent it is timely available, as part of any presentation or hearings, including, but not by way of limitation, hearings in connection with the Santa Ynez River or the Cachuma Project.

13. COUNTERPART ORIGINALS This Agreement may be executed in one or more counterparts and each counterpart shall be evidence of participation.

14. PROJECT BUDGETS The Administrator shall operate, where necessary, in accord with budgets approved by the Policy Committee.

15. NO WARRANTY FOR LEGAL DEFENSE Services in legal defense of the study plan, the releases of water made herein, or in legal defense of the environmental

material prepared pursuant to this Agreement, and other services that may be required by reason of challenges made or to be made to the project (which may include challenges on environmental grounds), are beyond the scope of service to be provided herein. Each party specifically reserves the right to participate or not participate in any such defense or challenge, from time to time, or to any extent at all, at the discretion of that party.

16. **AMENDMENT** This Agreement may be amended, from time to time, with the written consent of all parties.

14. **NO INDEMNITY** No participant to this Agreement nor any officer or employee thereof 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 any work, authority or jurisdiction delegated to the other party under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in as of the day and year first above written.

THE CITY OF LOMPOC

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

By _____

By _____

Attest:

Attest:

**THE SANTA YNEZ RIVER WATER
CONSERVATION DISTRICT**

THE CITY OF SANTA BARBARA

By _____

By _____

Attest:

Attest:

THE GOLETA WATER DISTRICT

By _____

By _____

Attest:

Attest:

THE MONTECITO WATER DISTRICT,

By _____

Attest:

THE SUMMERLAND WATER
DISTRICT,

By _____

Attest:

THE CARPINTERIA COUNTY WATER
DISTRICT

By _____

Attest: