

Project: Montecito GSA Groundwater Monitoring
& Observation Wells in Manning Park
APN(s): Upper: 009-060-050, -051, -055
Lower: 007-220-001
RP Folio No.: 004037
Agent: SF

TEMPORARY RIGHT OF ENTRY AND WELL LICENSE AGREEMENT

THIS TEMPORARY RIGHT OF ENTRY AND WELL LICENSE AGREEMENT
(hereinafter "Agreement") is made by and between

COUNTY OF SANTA BARBARA, a political subdivision of
the State of California, hereinafter referred to as "COUNTY"

and

MONTECITO GROUNDWATER BASIN
GROUNDWATER SUSTAINABILITY AGENCY, a local
agency formed by the Montecito Water District, hereinafter
referred to as "AGENCY" or "LICENSEE" (and, together
with COUNTY, collectively, the "Parties" and each
individually a "Party");

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property known as Manning Park, located at 449 San Ysidro Road in the unincorporated area of Montecito in the County of Santa Barbara, more particularly described as Santa Barbara County Assessor's Parcel Numbers 009-060-050, 009-060-051, 009-060-055 and 007-220-001, and depicted on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, LICENSEE was established in 2018 by the Montecito Water District, with approval from the California Department of Water Resources (DWR), to assess and manage the condition of the Montecito Groundwater Basin ("Basin") in accordance with the Sustainable Groundwater Management Act (SGMA) as set forth in Water Code §§ 10720-10737.8; and

WHEREAS, LICENSEE received grant funding in 2020 from DWR for the construction of two groundwater monitoring wells, plus associated observation wells, which will be used to gather data on groundwater levels, geologic characteristics of the surrounding area, and other valuable information; and

WHEREAS, LICENSEE has determined that the Property is a suitable location to collect such data and proposes drilling one (1) monitoring well and three (3) observation wells on the Property (the monitoring well and the observation wells, collectively, the "Wells") in the areas shown on Exhibit "B", attached hereto and incorporated herein by reference ("License Areas"); and

WHEREAS, LICENSEE will submit a Water Well Permit Application with Environmental Health Services in the Santa Barbara County Public Health Department; and

WHEREAS, LICENSEE's Board of Directors has authorized AGENCY staff to contract with Gregg Drilling, Inc. ("Contractor") to drill, construct, and install the Wells; and

WHEREAS, COUNTY desires to grant LICENSEE a license allowing LICENSEE and, subject to LICENSEE's supervision, Contractor, to enter the Property for the purpose of constructing and operating the Wells in the License Areas, subject to the terms and conditions set forth herein, and COUNTY finds that the contemplated license is in the public interest, and that the contemplated license will not substantially conflict or interfere with the use of the Property by the COUNTY.

NOW, THEREFORE, this Agreement shall be subject to the following provisions, requirements, and restrictions:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the General Services Department, or designee ("Director").

2. **RIGHTS GRANTED**: COUNTY hereby grants to LICENSEE a personal, revocable, and non-assignable right to enter, move workers, equipment, and materials over, within and upon portions of the Property, and to construct, install and operate the Wells in the License Areas, in accordance with the terms and conditions of this Agreement ("License"). LICENSEE may, under the License, contract with Contractor to enter, move workers, equipment, and materials over, within and upon portions of the Property, and to construct, install and operate the Wells in the License Areas, on behalf of LICENSEE and in accordance with the terms and conditions of this Agreement.

3. **LICENSE AREAS**: The Wells shall be located in the License Areas, which are identified on Exhibit "B", and constructed, installed and maintained in accordance with the Scope of Services, standards, and requirements set forth in LICENSEE's Request for Proposals for Inland Monitoring Well Drilling Services, attached hereto as Exhibit "D" and incorporated herein by reference ("RFP"). The monitoring well may be drilled up to a maximum depth of three hundred feet (300') with up to a six-inch (6") diameter PVC casing, and each of the three (3) observation wells may be drilled up to a depth of one hundred and fifty feet (150') with up to three-inch (3") diameter PVC casing. The top-of-well casings for each of the Wells shall be flush-mounted and equipped with a lockable, watertight cover, unless otherwise authorized in writing by COUNTY.

4. **TERM**: The term of this Agreement shall be for a period of ten (10) years ("Initial Term"), commencing on January 1, 2023 (hereinafter "Commencement Date"), subject to earlier termination or extension as provided in this Agreement.

5. **OPTIONS TO EXTEND**: The term of this Agreement may be extended beyond the Initial Term for up to two (2) additional periods of ten (10) years each (each an "Extension Term" and such Extension Term(s) together with the Initial Term, collectively, the "Term"), upon mutual written agreement duly executed by each of the parties hereto in accordance with the procedures set forth in Section 5.A, below.

A. **Extension Procedure**: Provided that LICENSEE is not then in default hereunder, and subject to the terms and conditions set forth herein, including, but not limited to, Section 19, **REPORT PREPARATION**, at least six (6) months prior to the expiration of the then-current Initial Term

or the first Extension Term, as the case may be, LICENSEE may provide to COUNTY a written Request for Extension Term (“Extension Request”). COUNTY shall respond in writing within sixty (60) days of receipt of such Extension Request, either granting or denying such Extension Request, in County’s sole discretion.

6. **GREGG DRILLING, INC.:** Contractor’s entry onto the Property and use of the License Areas on behalf of LICENSEE shall be in accordance with the provisions of this Agreement and the RFP, and subject to the supervision and direction of LICENSEE. LICENSEE shall be responsible for the acts and omissions of Contractor with respect to the Property and the License Areas.

7. **SITE SUITABILITY:** LICENSEE has investigated the License Areas and has determined that the License Areas are suitable for LICENSEE’s intended operations, and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the License for use of the License Areas in “AS IS” condition as of the Effective Date.

LICENSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE LICENSE AREAS, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LICENSEE.

8. **PERMITS, CONSTRUCTION AND FUTURE ALTERATIONS:** LICENSEE shall, and shall cause Contractor to, construct, install, operate and maintain the Wells in accordance with all procedures and requirements that COUNTY may from time to time prescribe, and in accordance with all present and future applicable local, state, Federal regulations (including, but not limited to, zoning regulations), laws, statutes, judgments, injunctions, arbitration awards, orders, rules, directives, common laws, codes and ordinances of any Governmental Authorities, easements, covenants, restrictions, and other agreements of record affecting the Property, and industry standards (collectively, “Applicable Laws”). LICENSEE shall obtain all necessary permits for such work prior to commencement of construction. LICENSEE will neither do nor permit any act or omission which could cause the License Areas and LICENSEE’s use thereof to fail to be in full compliance with all Applicable Laws; and LICENSEE will neither do nor permit any act or omission which could cause any Liabilities (defined below) to exist or be asserted against COUNTY or the Property. Without limiting the foregoing, LICENSEE shall promptly cure all violations of Applicable Laws for which LICENSEE has received notice or a public notice of violation has been issued, and shall pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities (defined below) in connection with any violation or requirement of any Applicable Laws.

9. **UTILITY LOCATION REPORTING:** LICENSEE shall notify Underground Services Alert (“USA”), or any successor organization, at least 48 hours prior to drilling activities. LICENSEE assumes all responsibility for damage to or interruption of underground utilities.

10. **INSTALLATION AND MONITORING:** Excavation and installation of the Wells may begin on or after the Commencement Date, provided that LICENSEE notifies COUNTY in writing at least one (1) week before starting work at the Property, and complies with Sections 10.A. and 10.B., below. All work performed pursuant to this Agreement shall be in accordance with the provisions of Santa Barbara County Code Section 34A – WELLS.

A. **Bird Survey Requirements**: LICENSEE shall notify COUNTY in writing sixty (60) days in advance of any vegetation removal, installation, or construction activity within any of the License Areas during any bird nesting season during the Term, which bird nesting seasons generally occur beginning in March and continuing through September of each year, to allow COUNTY to conduct a bird survey that identifies any nesting areas within the Licensed Areas. COUNTY shall provide a copy of each such bird survey to LICENSEE, and LICENSEE shall comply with all restrictions and requirements set forth therein.

B. **Park Reservations**: LICENSEE shall schedule all construction, installation, and monitoring activity with Santa Barbara County Parks ("Parks") by reserving the impacted areas of the Property as identified by Parks, either through the Parks Online Reservation System at <https://reservations.sbparcs.org/reservation/dayuse/index.asp?theserve>, or by calling (805) 568-2460. Reservations may be made up to one year in advance and are subject to Parks' terms, conditions, and rules as set forth in Santa Barbara County Code Section 26, and as published on Parks' website at <https://www.countyofsb.org/340/Park-Information>. LICENSEE further agrees to pay all fees associated with the reservation(s) described in this Section 10.B., which are published at <https://www.countyofsb.org/1096/Fee-Schedule>.

C. **Outreach to Nearby Parcels**: LICENSEE shall deliver written notice to the owners and occupants of the "Outreach Parcels" properties identified outlined in blue on Exhibit "C", attached hereto and incorporated herein by reference, at least forty-eight (48) hours in advance of any construction activity.

11. **SURVEY AND IDENTIFICATION OF WELLS**: LICENSEE shall label each Well in the field so that it is readily identifiable. LICENSEE shall hire a licensed land surveyor to survey the locations and top-of-casing elevations of the Wells, which information shall then be added to the existing site map and provided in writing to COUNTY.

12. **ARCHEOLOGICAL MONITORING**: In the event that prehistoric artifacts and/or human burial remains are encountered during excavations or monitoring, LICENSEE shall immediately notify COUNTY, the County of Santa Barbara Coroner's Bureau (if applicable), and other appropriate governmental authorities in accordance with Applicable Laws. All work shall cease until the COUNTY decides upon appropriate preservation and/or relocation measures and such measures are completed by LICENSEE to the satisfaction of the COUNTY.

13. **OWNERSHIP OF THE WELLS**: LICENSEE shall be the owner of each Well placed on the Property during the term of this Agreement. Prior to the expiration of this Agreement, or within forty-five (45) days of its earlier termination, or abandonment, and/or surrender of the Wells and/or the License Areas, LICENSEE shall, at its sole cost and expense, remove, destroy and/or abandon in place each Well in accordance with Section 18, **REMOVAL OF PROPERTY**, below, all other provisions set forth herein, and all Applicable Laws.

14. **ACCESS TO LICENSED AREAS**: COUNTY shall endeavor to keep the License Areas accessible and free of debris; provided, however, that access to the License Areas is not guaranteed. In the event that mud, debris, or other items are blocking LICENSEE's access to the License Areas during the Term, LICENSEE shall notify COUNTY, and COUNTY shall provide

an estimate of when the removal of such obstacles may occur. The removal of material may not occur quickly, and the Wells may be inaccessible for an undetermined amount of time.

15. **INSPECTION**: COUNTY reserves the right to inspect the Wells at all reasonable times, and LICENSEE agrees that it will facilitate such inspection.

16. **MAINTENANCE AND REPAIR**: LICENSEE shall be responsible for the operation, maintenance, and repair of the Wells at its sole cost and expense, and agrees to maintain the License Areas in good, safe, and workable order and condition. If LICENSEE fails to keep and maintain the License Areas, including, but not limited to, the Wells, as required by this Lease, COUNTY may (but shall not be required to) perform and satisfy same, and LICENSEE hereby agrees to reimburse COUNTY for the reasonable cost thereof promptly upon demand. LICENSEE agrees to take all necessary precautions to avoid damaging the License Areas and Property. COUNTY shall take reasonable precautions to avoid damaging the Wells and LICENSEE's materials and equipment; provided, however, that in the event that COUNTY damages such items during County's use of the Property, LICENSEE, and not COUNTY, shall bear the costs to repair and/or replace such items. Unless otherwise expressly provided in this Agreement, COUNTY is not required to maintain, repair, clean, alter, or improve the License Areas, or to provide any services to the License Areas.

17. **ABANDONMENT**: LICENSEE shall not abandon, vacate, or surrender its use of any of the Wells or the License Areas at any time during the Term of this Agreement. If LICENSEE does abandon, vacate, or surrender use of any of the Wells or the License Areas, then the License, this Agreement, and LICENSEE's rights hereunder shall, at COUNTY's option, terminate after notice and the right to cure as provided below in Section 22, **REMEDIES**.

18. **REMOVAL OF PROPERTY**: LICENSEE shall remove all of its personal property, materials and equipment from the Property prior to the expiration of this Agreement, or within forty-five (45) days of the earlier termination of this Agreement, or abandonment or surrender of any or all of the Wells and/or the License Areas. Any personal property, materials or equipment belonging to LICENSEE left on the Property after such time shall be deemed abandoned at the option of COUNTY, and title to such items shall pass to COUNTY.

LICENSEE shall obtain COUNTY's prior written approval for the removal, destruction, or abandonment of each Well. At COUNTY's request, ownership of the Well(s) may be transferred to COUNTY under a separate Well Transfer Agreement.

LICENSEE, at its sole expense, shall repair any and all damage to the Property arising out of such removal, surrender, or abandonment of any or all of the Wells and/or the License Areas, and shall reasonably restore the License Areas and the Property to reasonably the same condition as is practicable as of the first date that this Agreement is fully executed by all of the Parties ("Effective Date"). LICENSEE shall be responsible for compliance with all Applicable Laws, including, but not limited to, environmental laws, in connection with the removal, destruction, surrender, and/or abandonment of each of the Wells and the License Areas.

19. **REPORT PREPARATION**: LICENSEE shall prepare a written report ("Report") containing the following information: the status of each Well on the Property; the dates of all site

visits; all maintenance and repairs performed on each Well; and a summary of the data collected from the Wells. LICENSEE shall submit the Report to COUNTY at the same time any option to extend is exercised under Section 5, OPTIONS TO EXTEND, or within ninety (90) days after the expiration or earlier termination, abandonment or surrender of this Agreement.

20. **IMPROVEMENTS**: LICENSEE shall, at LICENSEE's sole expense, reasonably replace or repair, at COUNTY's election and to COUNTY's satisfaction, all damage to improvements on the Property, including, but not limited to, the Wells, arising out of this Agreement.

21. **DEFAULT**: Except as otherwise expressly required herein, should either Party at any time be in default hereunder with respect to any term, covenant, condition or reservation contained herein, the non-defaulting Party shall give notice to the defaulting Party specifying the particulars of such default, and the defaulting Party shall promptly commence remedial action to cure such default. Should such default continue uncured for a period of forty-five (45) calendar days from the date of such notice, then the non-defaulting Party shall have the right to terminate this Agreement; provided, however, that the non-defaulting Party may, in such non-defaulting Party's sole discretion, elect to allow the defaulting Party more than forty-five (45) calendar days to cure such default, in which case the defaulting Party shall proceed with all due speed to cure such default during the additional period of time specified by the non-defaulting Party to effectuate such cure.

22. **REMEDIES**: In the event of a default hereunder or breach hereof, either Party may exercise any right or remedy at law or in equity including, but not limited to, the following:

- A. The non-defaulting Party may waive the default or breach in accordance with Section 23, WAIVER, below.
- B. The non-defaulting Party may maintain this Agreement in full force and effect, and recover whatever monetary loss(es) may have resulted from such default or breach.
- C. The non-defaulting Party may terminate this Agreement by providing written notice to the defaulting Party after any opportunity to cure has expired, and LICENSEE shall vacate and surrender use of the Licensed Areas within thirty (30) calendar days of such written notice.

23. **WAIVER**: It is understood that any waiver of any term of this Agreement, or of any default or breach of this Agreement, shall not be deemed to be a waiver of any continuing or subsequent default or breach of any other provision of this Agreement. All waivers of provisions of this Agreement must be in writing and signed by the waiving Party.

24. **DESTRUCTION**: If the Property is partially or total destroyed by fire or other casualty, this Agreement, at the option of COUNTY, shall terminate.

25. **TERMINATION**: This Agreement shall terminate, and all rights of LICENSEE hereunder shall cease and LICENSEE shall quietly and peacefully vacate and restore the Licensed

Areas:

- A. Upon expiration or earlier termination of this Agreement as provided herein; or
- B. Upon abandonment or surrender of any or all of the Wells and/or the License Areas, as contemplated in Section 17, ABANDONMENT; or
- C. Upon the failure of either Party to satisfy, observe or perform any of the covenants or conditions set forth in this Agreement and the expiration of any right to cure; or
- D. As provided in Section 24, DESTRUCTION; or
- E. During any Extension Period, upon one hundred and eighty (180) days' prior written notice by either Party to the other Party, with or without cause.

26. **INDEMNIFICATION AND INSURANCE:** The Parties shall comply with the insurance and indemnification provisions set forth in Exhibit "E", attached hereto and incorporated herein by reference.

27. **NOTICES:** Any notice to be given to a Party shall be in writing and shall be served, either personally or by mail, to such Party as follows:

LICENSEE: Montecito Groundwater Basin Groundwater Sustainability Agency
 583 San Ysidro Road
 Montecito, CA 93108-2124
 (805) 969-2271
 Email: nkunstek@monticetogsa.com

COUNTY: County of Santa Barbara
 Attn: Real Property Manager
 General Services Department / Real Estate Services Division
 1105 Santa Barbara Street, 2nd Floor
 Santa Barbara, CA 93101
 (805) 568-3070

or to the Parties at such other respective addresses as may be designated from time to time by such Party in writing in accordance with this Section 27. Such notices shall be served by depositing them addressed as set forth above, postage prepaid, in the U.S. mail, by reliable overnight courier, by electronic mail, or by personal delivery. The date of mailing, or in the event of personal delivery or electronic mail, the date of delivery, shall constitute the date of service of such notice.

28. **WASTE AND NUISANCE:** LICENSEE shall not commit, nor suffer to be committed, any waste upon the Property, nor permit any nuisance to exist thereon.

29. **ENVIRONMENTAL IMPAIRMENT:** LICENSEE, at its sole expense, shall, and

shall cause Contractor and all subcontractors to, comply with all Applicable Laws, regulations, rules, and orders relating to entry on, use of, and operations at the Property, including, without limitation, those relating to permits, construction, grading, signage, health, safety, noise, underground tanks, toxic and Hazardous Materials, environmental protection, waste disposal, clean-up, and water and air quality, and shall furnish COUNTY satisfactory evidence of such compliance upon the request of COUNTY. "Hazardous Materials" shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Applicable Laws, or that are or become regulated by any Governmental Authority (defined below) because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Applicable Laws, and shall also include, but shall not be limited to: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

Should any release, discharge, leakage, spillage, emission or pollution into, upon, under, or above any land, water, or air, or otherwise into the environment, including, but not limited to, by means of burial, disposal, seepage, leaching, or dumping (collectively, "Release") of any Hazardous Materials occur at, upon, within, under, over, from, or migrate to the Property due to any acts or omissions of, on behalf of, or authorized by LICENSEE or Contractor, LICENSEE shall take and complete the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws ("Remedial Action") with respect to such Release to the satisfaction of COUNTY and any Governmental Authority jurisdiction over the Property or the matter at issue, and shall, when such Remedial Action is completed, submit to COUNTY written confirmation from the applicable Governmental Authority that no further Remedial Action is required. "Governmental Authority or Governmental Authorities" shall mean the United States of America, the State of California, the County of Santa Barbara, the City of Santa Barbara, Montecito, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue. LICENSEE shall indemnify, hold harmless, and defend COUNTY from and against all liabilities, losses, claims, suits, demands, costs, and expenses (including, without limitation, any fines, penalties, interest, judgments, damages, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY ("Liabilities") arising out of LICENSEE's breach of this Agreement, or as a result of any such Release, regardless of whether such Liabilities arise during or after the Term. LICENSEE shall notify COUNTY promptly in writing if: (i) LICENSEE becomes aware of the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Property in any quantity or manner which could reasonably be expected to violate, in any material respect, any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) LICENSEE receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Property. LICENSEE shall provide COUNTY with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Property. "Environmental Laws" shall mean all Applicable Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any

environmental conditions on or at the Property, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

30. **TOXICS**: LICENSEE shall not, and shall ensure that Contractor does not, manufacture, place, dispose of, use, store, or generate Hazardous Materials on the Property. LICENSEE shall be fully responsible for all Hazardous Materials that are manufactured, generated, used, placed, disposed, stored or transported by LICENSEE, its agents, employees, or designees, including, but not limited to, Contractor, on the Property, and shall comply with and be bound by all applicable provisions of Applicable Laws. LICENSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any Release or threatened Release involving any Hazardous Materials.

31. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**: LICENSEE is the Lead Agency, as defined by and for purposes of CEQA, and is primarily responsible for carrying out and approving the activities on, under, and within the License Areas contemplated herein, including, without limitation, the drilling, construction, and installation of the Wells (the "project") per CEQA Guidelines Section 15367. LICENSEE has determined that the project is exempt from CEQA and has filed a Notice of Exemption with the County of Santa Barbara Clerk of the Board.

32. **NOTIFICATION OF ACCIDENTS; SURVIVAL OF INDEMNIFICATION PROVISIONS**: LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement or access to or use of the Property. The indemnification provisions contained in this Agreement shall survive any expiration or termination of this Agreement.

33. **COMPLIANCE WITH THE LAW**: LICENSEE shall, at its sole expense, comply with all Applicable Laws in effect during the Term of this Agreement.

34. **NONDISCRIMINATION**: The Parties shall comply with laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if fully set forth herein.

Non-compliance with the provisions of this Section 34 shall constitute a material breach of this Agreement and, in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the License without liability.

35. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

36. **CERTIFICATION OF SIGNATORY**: The signatories to this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of their respective Party, and that no additional signatures are required to bind the respective Parties to its terms or to carry out the duties contemplated herein.

37. **SUCCESSORS IN INTEREST; TRANSFERS**: LICENSEE shall not assign or otherwise transfer, directly or indirectly, in any transaction or series of transactions, whether by operation of law or otherwise, the License, this Agreement, or any of LICENSEE's rights or obligations hereunder ("Transfer") without the prior written consent of COUNTY. Any purported assignment or other Transfer of LICENSEE's interest in the License or this Agreement in violation of the provisions of this Agreement shall be void and of no force and effect against COUNTY. Neither any assignment, Transfer, nor any occupancy, or use of the Property or the License Area or any part thereof by any person or entity, shall, in any circumstances, relieve LICENSEE of its obligations under this Agreement. This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective Parties and to their respective permitted assigns and transferees.

38. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

39. **AMENDMENTS**: This Agreement may only be amended in writing executed by each of the Parties, and such changes shall be binding upon the authorized successors of the Parties.

40. **ENTIRE AGREEMENT**: This Agreement, including all attachments and Exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof. The Parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

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Project: Montecito GSA Groundwater Monitoring & Observation Wells in Manning Park
APN(s): Upper: 009-060-050, -051, -055
Lower: 007-220-001
RP Folio No.: 004037
Agent: SF

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below, to be effective as of January 1, 2023.

“LICENSEE”
MONTECITO GROUNDWATER BASIN
GROUNDWATER SUSTAINABILITY AGENCY,
a local agency formed by the Montecito Water District

DocuSigned by:
Brian Goebel
By: E205FE6AF2F4466...
Name: Brian Goebel
Title: Board President

12/9/2022 | 4:27 PM PST
Date: _____

DocuSigned by:
Nicholas Turner
By: 7169EC677618477...
Name: Nick Turner
Title: General Manager

12/12/2022 | 10:34 AM PST
Date: _____

[COUNTY SIGNATURES TO FOLLOW]

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“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *[Signature]*
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

By: *[Signature]*
Deputy Clerk

Date: 1-10-23

RECOMMENDED FOR APPROVAL:

By: ^{DocuSigned by:}
George Chapjian
89FB8FFEF9E4F2...
George Chapjian, Director
Community Services Department

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: ^{DocuSigned by:}
Lauren Wideman
8F464D822C84458...
Lauren Wideman
Deputy County Counsel

By: ^{DocuSigned by:}
Robert Geis
D25019E2AF094BE...
Deputy

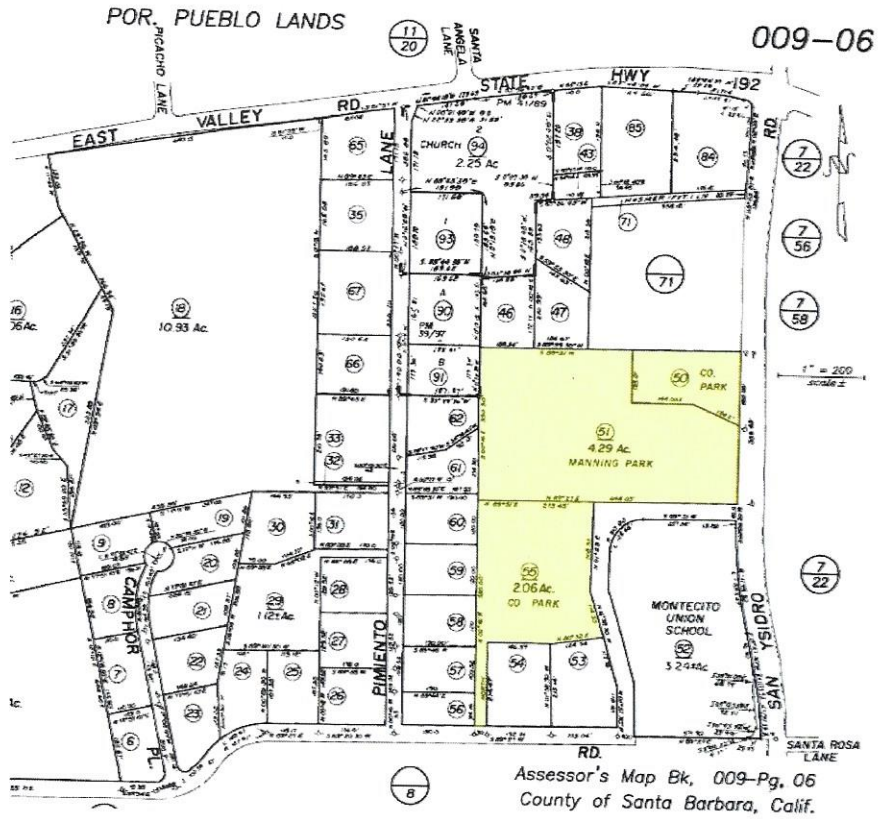
APPROVED:

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: ^{DocuSigned by:}
Julie Lawrence
172790BF3B9D48C...
Julie Lawrence
Real Property Manager

By: ^{DocuSigned by:}
Greg Milligan
DC240AC1E64247D...
Risk Management

EXHIBIT "A" PROPERTY UPPER MANNING PARK



LOWER MANNING PARK

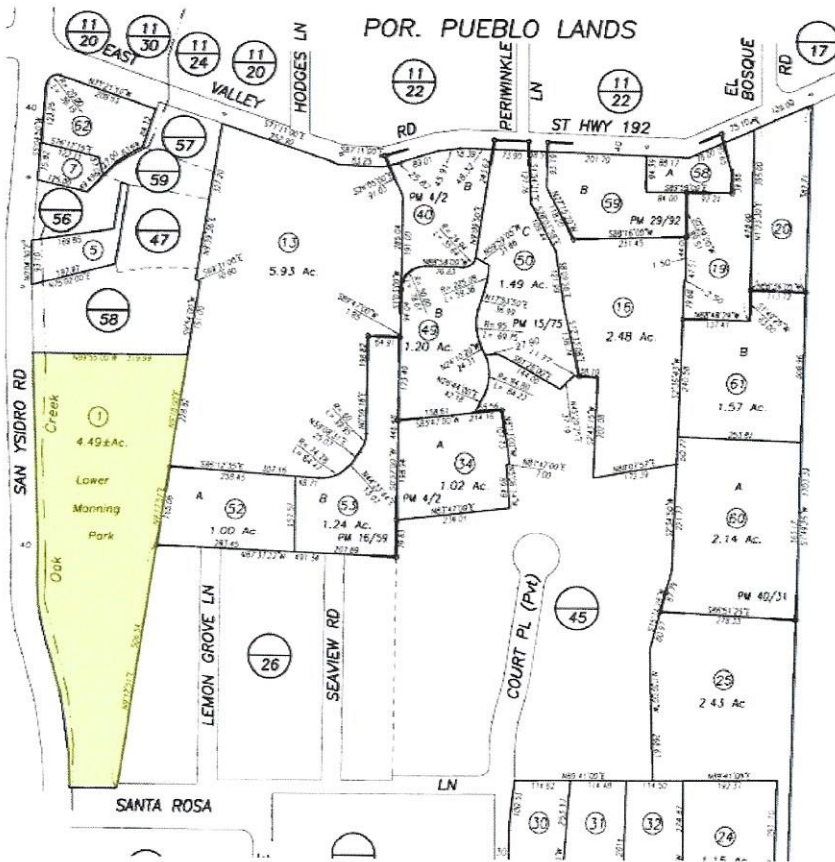


EXHIBIT "B" LICENSE AREAS WELL LOCATIONS

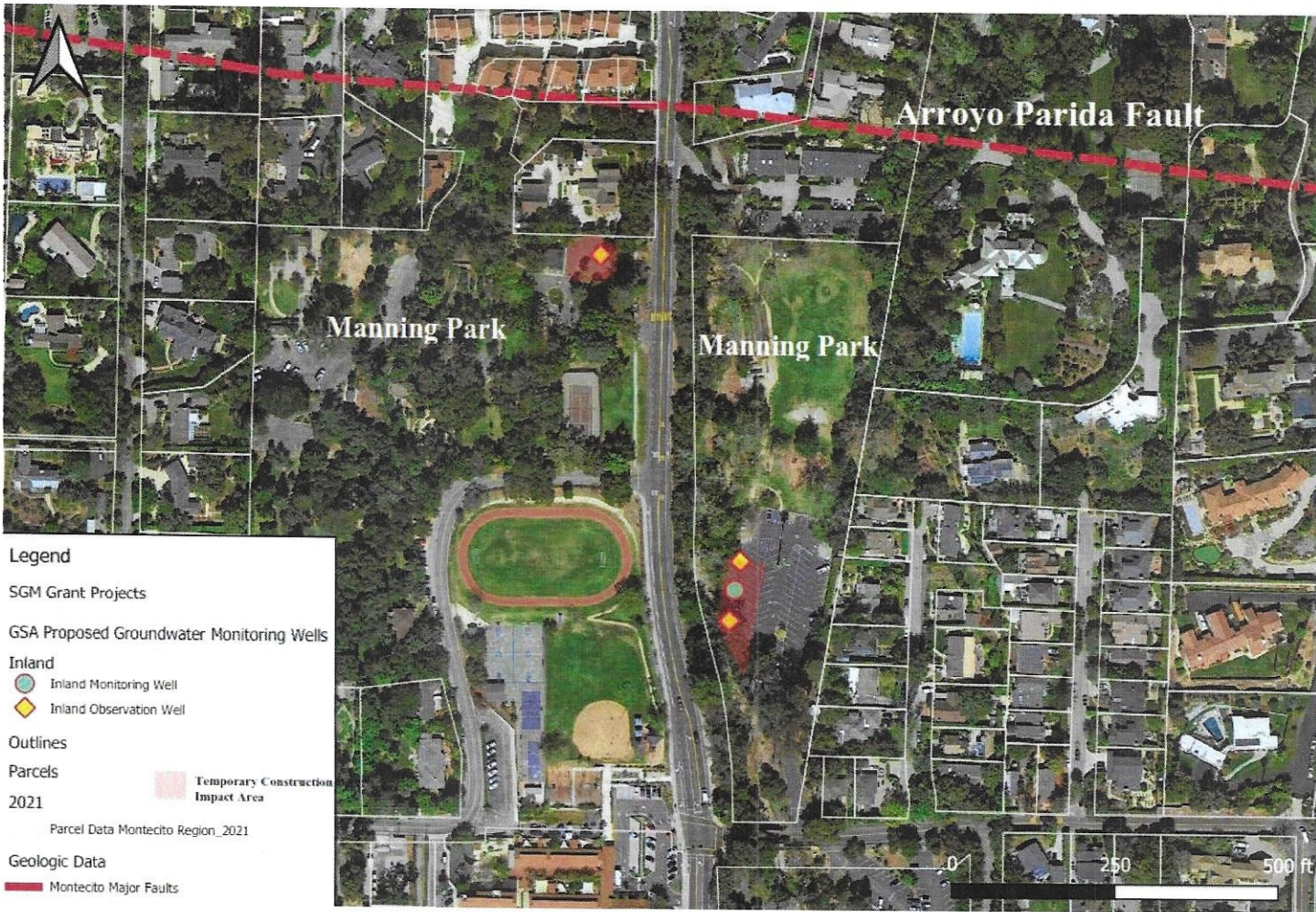
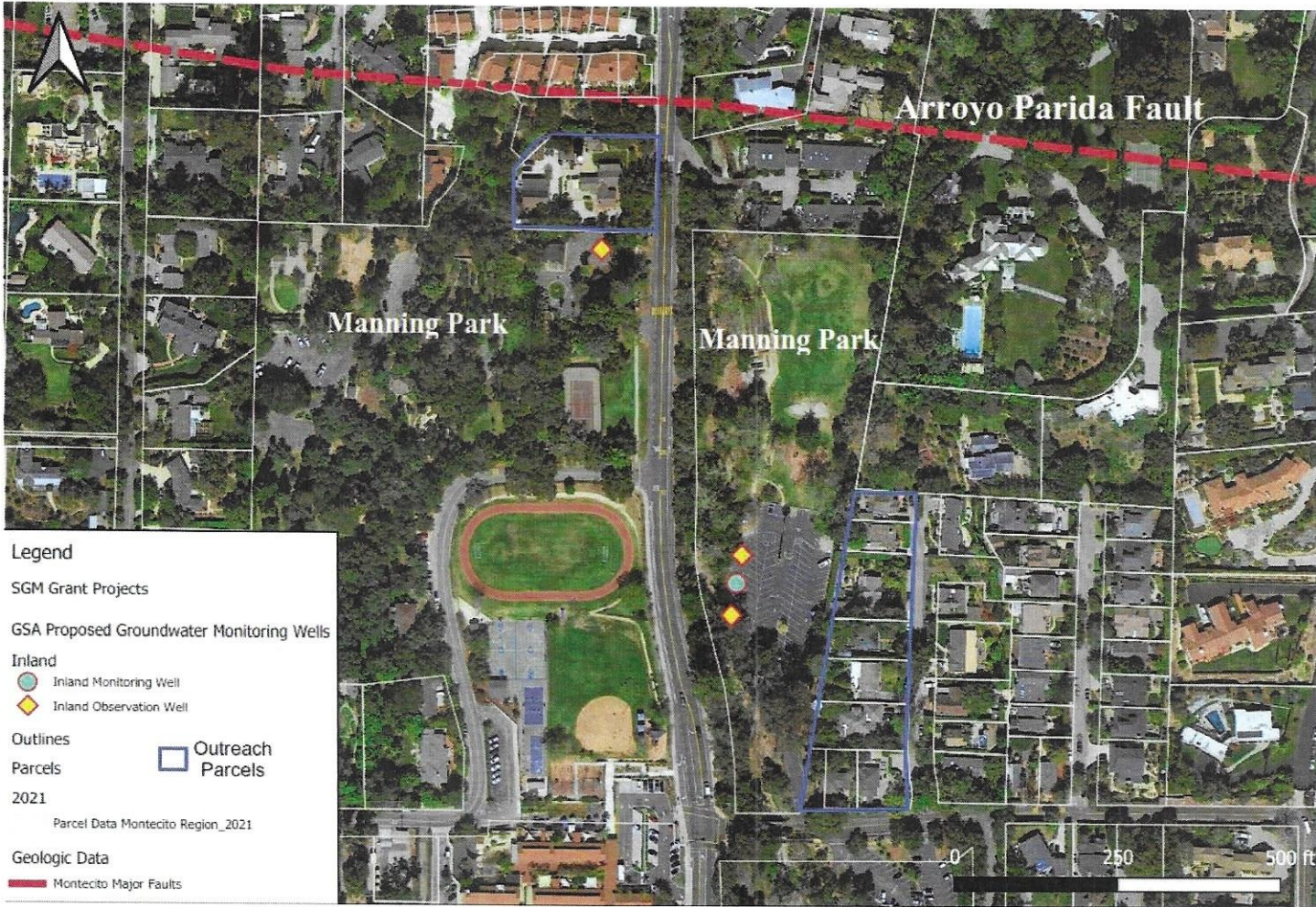


EXHIBIT "C" OUTREACH PARCELS



REQUEST FOR PROPOSALS

for

Inland Monitoring Well Drilling Services



Montecito Groundwater Basin
Groundwater Sustainability Agency

583 San Ysidro Road
Santa Barbara, CA 93108

7/19/2022

I. STATEMENT OF PURPOSE

The Montecito Groundwater Basin Groundwater Sustainability Agency (Agency) is soliciting Proposals from qualified C-57 licensed contractors to provide construction services to perform groundwater well drilling services in the Montecito Groundwater Basin (Basin). This Request for Proposals (RFP) outlines the expected submittals for all interested Proposers.

II. BACKGROUND

As a coastal basin with historically unregulated groundwater extraction, there is the potential for the Basin to experience several undesirable results, as defined by the Sustainable Groundwater Management Act (SGMA), including chronic lowering of groundwater levels, degradation of water quality, and sea water intrusion. In May of 2020, the Agency was awarded funds from DWR through the Sustainable Groundwater Management Grant, to conduct several projects to assist with the development of the Agency's Groundwater Sustainability Plan (GSP).

One of these projects is the development of a groundwater monitoring well network. The purpose of the monitoring network is to provide monitoring of groundwater levels and quality for incorporation into existing and future numerical models of the Basin. Monitoring wells in the network will be used as monitoring points for minimum thresholds related to groundwater level and water quality. The Agency has a network of pre-existing groundwater wells throughout the Basin and seeks to construct several purpose-built monitoring wells to fill data gaps and augment the existing monitoring well network.

Groundwater monitoring wells will be constructed at Manning County Park, one or more shallow single-casing monitoring wells will be installed.

The Agency has identified two locations within Manning Park that are suitable for installation of shallow monitoring wells. Bedrock is expected between 50 and 300 feet bgs at these locations. Depending on budget, up to five shallow monitoring wells may be constructed. The Agency anticipates that sonic or similar drilling methods will be utilized to install these wells. One will be completed with the largest possible PVC casing (up to 6-inch diameter) for limited aquifer pumping tests and the remainder will be completed with 2-inch diameter PVC casings.

The Agency will provide the Proposer with all available data on proximal wells in the region after the project has been awarded. Right of access agreements and all relevant permits will have been obtained by the Agency.

III. SCOPE OF SERVICES

Work will proceed under the direction of the Agency through licensed Professional Geologists at Rincon Consultants Inc. (Rincon).

Construction is estimated to begin in October or November 2022. All construction activities will occur during daylight hours, and it is expected the entire Project be completed in approximately one month. Because this project will be funded by an existing grant which expires in early 2023, all work must be completed by January 31, 2023 and billed prior to March 1, 2023.

Respondents shall clearly outline their anticipated schedule with clear assumptions, and affirmatively state in their proposal their ability to meet this schedule.

An optional site walk is scheduled for 11am to 12pm July 27, 2022, at 449 San Ysidro Rd. Santa Barbara, CA, during which the project location will be visited. Please notify the Agency by July 25, 2022 if a representative will attend. An addendum will be distributed with any additional information discussed at the site walk.

In addition to a valid C-57 License, the selected Proposer will be expected to have and execute a corporate Health and Safety Plan which meets the minimum standard under OSHA and other applicable agencies, under which this project will be conducted at Proposer's direction and expense. Insurance requirements, indemnification and other terms and conditions will be included in an Agreement executed between the Agency and the selected Proposer. Additionally, a Payment Bond is required for this public infrastructure project.

All work must comply with California Prevailing Wage regulations.

Inland Monitoring Wells

This project involves drilling two shallow boreholes completed as single-casing wells at Manning County Park. Total depths of 50 to 200 feet bgs are expected, but depths of 300 feet may be necessary depending on site-specific characteristics. The 200-foot-deep monitoring well is to be completed as a larger-diameter pumping test well with up to 6-inch PVC casing and the second well located nearby will be a 150-foot-deep observation well completed with a 2-inch diameter PVC casing. The drill rig and tooling should be capable of drilling to depths of 300 feet bgs and installing a 5-inch diameter well at a minimum.

The Agency requests cost proposals to construct the two wells described above at a single location in Manning Park.

Task 1 – Mobilization and Site Prep

The exact locations of these groundwater monitoring wells will be agreed upon in consultation with the Santa Barbara County Parks Department. Potential drilling sites include level sports fields, parking lots, roadways, and undeveloped land. Minor grading

may be required to prepare the site for construction. Rincon and the Agency will obtain all County permits for such work.

The Agency anticipates that sonic drilling methods will be the most efficient, quiet, cost-effective, and generally meet all project needs. However, the Agency will accept proposals for other methods. Construction water is available at the nearest hydrant and the Agency will directly bear the cost of water utilized for well construction purposes.

The Contractor shall perform the following work under this task:

- a) Perform site visit(s) with Agency staff to the Manning County Park monitoring well locations.
- b) Perform as needed grading to prepare site for drilling. If tree trimming is required for site access, Rincon and the Agency will secure necessary permits for such work and work will be completed under the direction of Rincon biologists.
- c) Mobilize drill rig to site.

Task 2 – Pilot Borehole(s)

For each well, an exploratory borehole will be drilled to bedrock or a maximum depth of 300 feet bgs if bedrock is not encountered.

Geologic materials expected to be penetrated in drilling at this location are: intermediate alluvium (approximately 0-50 feet bgs) comprising weakly consolidated stratified silt, sand and gravel; older alluvium (approximately 50-200 or 300 feet bgs) comprising moderately consolidated sand, gravel, conglomerate and breccia and rare interbeds clay, silt and mudstone.

The Contractor shall perform the following work under this task:

- a) Advance a pilot borehole up to 300 feet bgs or contact with underlying bedrock. Please assume a likely total depth of 200 feet bgs for the purposes of costing this proposal.
- b) Collect and retain samples at a minimum of 10-foot intervals and when significant changes in lithology are observed. Please note that continuous coring is preferred if sonic drilling is proposed.

Task 3 – Well Construction

The Contractor shall perform the following work under this task:

- a) Ream the remaining borehole to a minimum diameter 4-inches larger than the casing selected. It is presumed that this is not applicable if sonic methods are used.

- b) As instructed by Rincon, construct the larger monitoring well with 5-inch diameter PVC casing minimum, with a preferred 6-inch diameter; assume 180 feet of screen; and complete with appropriate annular fill (i.e., gravel pack and bentonite seal).
- c) As instructed by Rincon, construct the smaller observation well with 2-inch diameter PVC casing; assume 180 feet of screen; and complete with appropriate annular fill (i.e., gravel pack and bentonite seal).
- d) Install a cement sanitary seal from at least 25 feet bgs to ground surface in each well
- e) Install an at-grade traffic-rated water-tight vault containing the wellhead

Task 4 – Well Development

The Contractor shall perform the following work under this task:

- a) Mechanically develop the wells via methods such as pumping, surging, and bailing until turbidity is below 5 Nephelometric Turbidity units and standard water quality parameters have stabilized.
- b) The Agency may facilitate disposal of clean water onsite.

Task 5 – Demobilization

The Contractor shall perform the following work under this task:

- a) Return site to original grade, the Agency will restore surface features such as sod, if required.
- b) Appropriately dispose of all waste materials including drill cuttings, drilling mud, wastewater and trash. These details will be coordinated by Rincon.

IV. PROPOSERS FEE

Proposers shall provide the Agency with costs for the tasks shown in the Bid Table below. The cost shall include all labor, materials, equipment, and all other associated costs to perform the scope described above. Please provide unit costs for each line item.

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except those appropriate additions or deductions from the contract total price will be made at the stipulated unit price. The Agency further reserves the right to reject any or all proposals, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract. Proposers must bid on all items in the Bid Table in order for their proposals to be complete.

Proposers are encouraged to provide additional costing backup information such as detailed line-item estimates, estimates of task duration, assumptions applied, and additional or alternative tasks and descriptive text, as deemed appropriate to provide a quality, yet cost-effective project to the Agency.

BID Table

Task No.	Description (*depths approx.)	Unit	Quantity	Unit Price	Total
1	Mobilization and Site Prep	LS	1	\$	\$
2	Pilot Borehole(s)				
2	*200' TD	LF	200	\$	\$
2	*150' TD	LF	150	\$	\$
3	Well Construction				
3	6" Diameter	LF	200	\$	\$
3	2" Diameter	LF	150	\$	\$
4	Well Development	LS	1	\$	\$
5	Demobilization	LS	1	\$	\$
Total				\$	\$

V. SUBMITTAL REQUIREMENTS AND FORMAT

Proposers shall submit to Agency via email an electronic PDF copy of the Proposers' Proposals by **5:00 PM on Monday, August 8th, 2022.**

Proposals shall be sent to:

nkunstek@montecitogsa.com

Groundwater Specialist
Montecito Water District
583 San Ysidro Road
Santa Barbara, CA 93108-2124

The minimum information required for inclusion in the Proposal shall be as listed below. The Proposer may submit additional information if needed. The Agency requests that proposals are limited to 15 pages in length.

1. Background of Firm including relevant experience within the last five (5) years.
2. A brief description of the Proposer's understanding of the project and a description of how the Proposer will approach the project.
3. Availability to complete work in October 2022 through January 2023.
4. Proposer's Fee

VI. EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposer submittals will be evaluated as described below. Submittals which do not comply with all submittal requirements as stipulated herein may be considered non-responsive by the Agency and may not be considered for selection. Proposals deemed responsive will be evaluated based on the following.

1. Qualifications of Firm.
2. Ability to meet prescribed schedule.
3. Proposed Fee.

VII. PROPOSED PROJECT SCHEDULE

RFP Issued	Tuesday, July 19, 2022
Optional Site Walk	11am July 27, 2022
Question Submittal Deadline	5pm, August 3, 2022
Proposals Due	5pm Monday, August 8, 2022
Agency Notifies Proposers of Proposal Status	Friday, August 19, 2022
Work Period	October 2022 through January 2022

VIII. RESERVATION OF RIGHTS

The Agency reserves the rights to reject any and all Proposals. This Request for Proposals is a solicitation, not an offer to contract. The Agency reserves the right to issue clarifications and other directives regarding this RFP, to require further clarification or information with respect to any Proposals submitted, and to determine the final terms and conditions of any contract. Any and all costs associated with the preparation and response to this RFP shall be borne solely by the Proposer and at no cost to the Agency.

IX. QUESTIONS

Questions regarding this Request for Proposals (RFP) shall be addressed via electronic mail to:

Nicholas Kunstek
 Groundwater Specialist
 Montecito Groundwater Agency
 583 San Ysidro Road
 Santa Barbara, CA 93108-2124
nkunstek@montecitogsa.com

Questions submitted after 5:00 PM on Wednesday August 3rd, 2022 will not be answered.

EXHIBIT "E"
INDEMNIFICATION AND INSURANCE

1. **INDEMNIFICATION:** LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LICENSEE indemnification does not apply to the COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS: LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

2. **INSURANCE:** LICENSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with entry onto the Property, use of the License Areas, the Wells, the performance of the work hereunder, and the results of that work, by LICENSEE, its agents, representatives, employees, contractors, or subcontractors, including, but not limited to, Contractor.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if LICENSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Property Insurance:** against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If LICENSEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by the LICENSEE. Any available insurance proceeds in excess of specified minimum limits of insurance and coverage shall be available to COUNTY.

B. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability

- coverage can be provided in the form of an endorsement to the LICENSEE's insurance at (least as broad as ISO Form CG 20 10) or by such other evidence of coverage as is provided by LICENSEE and acceptable to COUNTY.
2. **Primary Coverage** – For any claims related to this Agreement, LICENSEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers, as Additional Insureds. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.
 3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
 4. **Waiver of Subrogation Rights** – LICENSEE hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
 5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LICENSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
 7. **Verification of Coverage** – LICENSEE shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE's obligation to provide them. The LICENSEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right, but not the obligation or duty, to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
 9. **Subcontractors** – LICENSEE shall require and verify that Contractor and all subcontractors maintain insurance meeting all the requirements stated herein during the performance of any construction, maintenance, repair, or other work on the Property by Contractor or any subcontractor during the Term of this Agreement, and LICENSEE shall ensure that COUNTY is an additional insured on insurance required from Contractor and subcontractors.

10. **Claims-Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LICENSEE must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

Any change or modification requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of COUNTY.