



**City of Greenfield
Arroyo Seco
Groundwater Sustainability Agency**

599 El Camino Real
Greenfield, CA 93927

**Meeting Agenda
January 22, 2019
4:00 P.M.**

Your courtesy is requested to help our meeting run smoothly.

Please follow the following rules of conduct for public participation in the meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the Agency to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting.

PLEASE TURN OFF CELL PHONES AND PAGERS

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

This portion of the Agenda allows an individual the opportunity to address the Agency on any items not on closed session, consent calendar, public hearings, and agency business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Agency regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and, in the event, that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

**Meeting Agenda
January 22, 2019**

E. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the Agency, unless a request for removal for discussion or explanation is received prior to the time Agency votes on the motion to adopt.

E-1. APPROVAL of the Minutes of the November 27, 2018 Meeting of the Arroyo Seco Groundwater Sustainability Agency

F. AGENCY BUSINESS

F-1. CONSIDERATION of Approval of the Coordination Agreement with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)

- a. Staff Report
- b. Public Comments
- c. Agency Board - Comments / Review / Action

F-2. RECEIVE Arroyo Seco Groundwater Sustainability Agency General Manager's Status Report

- a. Oral Report
- b. Public Comments
- c. Agency Board - Comments / Review / Action

G. ADJOURNMENT

In compliance with the American With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (831) 674-5591. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (CFR 35.102-35.104 ADA Title II).

This agenda is duly posted outside City Hall and on the City of Greenfield web site

**CITY OF GREENFIELD ARROYO SECO
GROUNDWATER SUSTAINABILITY AGENCY
MINUTES**

AGENCY MEETING OF NOVEMBER 27, 2018

ROLL CALL

Present: Chair Thorp, Vice Chair Griva, Board Members Martinez and Wood

Absent: Board Member Rodriguez

Staff: Interagency Attorney Cochran, General Manager Weeks, City Clerk Rathbun

PLEDGE OF ALLEGIANCE

All recited the pledge of allegiance.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

No comments were received.

CONSENT CALENDAR

A MOTION by Board Member Martinez, seconded by Vice Chair Griva to approve the Minutes of the September 25, 2018 Meeting of the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

AGENCY BUSINESS

WORKSHOP REGARDING GROUNDWATER SUSTAINABILITY PLAN BY TODD GROUNDWATER

Staff report was given by General Manager Weeks.

Gus Yates, Todd Groundwater, gave a workshop power point presentation.

There was discussion among the Board, audience and staff regarding the ASGSA boundaries and groundwater conditions which included sustainability criteria, water quality and inter-connected surface water.

Board received and filed the report.

RECEIVE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY GENERAL MANAGER'S STATUS REPORT

Oral report was given by General Manager Weeks.

Board discussed the schedule for the next meeting. After discussion, it was determined to have the next ASGSA Advisory meeting on Monday, December 17th at 10 a.m. and the next ASGSA meeting on January 3rd at 4 p.m.

General Manager Weeks also gave an update on the GSA boundaries.

ADJOURNMENT

Meeting at 5:50 p.m.

Chair of the Board

City Clerk of the City of Greenfield



**City of Greenfield
Arroyo Seco
Groundwater Sustainability Agency**

MEMORANDUM: January 17, 2019

AGENDA DATE: January 22, 2019

TO: Board Members

FROM: Curtis Weeks, General Manager

TITLE: **CONSIDERATION OF APPROVAL OF THE COORDINATION AGREEMENT WITH THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY (SVBGSA)**

BACKGROUND

The Arroyo Seco Groundwater Sustainability Agency (ASGSA) has been working to complete a Coordination Agreement, as required by the Sustainable Groundwater Management Act (SGMA), with the SVBGSA since the formation of the ASGSA in the summer of 2017. The attached agreement is the most recent version of a proposed agreement between the organizations and represents the ASGSA's modifications of a previous agreement version developed by the SVBGSA. The proposed agreement also develops a Management Area for the Clark Colony and Petitioned Lands that addressed how the Arroyo Seco GSA will provide local groundwater management for the City of Greenfield and the Arroyo Seco groundwater basin.

DISCUSSION

The Coordination Agreement addresses the required elements under SGMA for data utilization and analysis as well as addressing how each organization's GSP is to work collectively to manage groundwater in the region. Key elements of the GSPs including methods, data, monitoring, water budget, and implementation are addressed. Because the Salinas Valley Forebay basin will have both the SVBGSA and ASGSA GSPs, the agreement addresses how those plans are to be prepared and implemented together to satisfy the requirements of SGMA.

In addition to addressing the required coordination elements under SGMA, the Coordination Agreement also establishes the Management Area for the rest of the Arroyo Seco groundwater basin that lie outside the boundary of the City of Greenfield. The areas of Clark Colony, the Petition Lands and potentially other areas adjacent to those originally filed with the California Department of Water Resources are considered in the Agreement. Boundaries and authorities are established in the agreement and include the transfer of fees collected outside the boundary of the City of Greenfield to assist with the funding of the ASGSA and the Management Area.

The Coordination Agreement has not yet been introduced to the SVBGSA approval process, and their process may result in modifications to the Coordination Agreement being recommended by the SVBGSA.

RECOMMENDATION:

The ASGSA General Manager has reviewed the attached agreement and recommends that the Board of Directors consider approval of the ASGSA/SVBGSA Coordination Agreement.

ATTACHMENTS

Coordination Agreement

Coordination Agreement

THIS COORDINATION AGREEMENT (the "Agreement") is made effective as of February __, 2019, by and between the Arroyo Seco Groundwater Sustainability Agency ("ASGSA") and the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") (individually, "Party"; collectively, "Parties").

RECITALS

- A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319 and Assembly Bill 1739. Collectively, those bills, as subsequently amended, enacted the Sustainable Groundwater Management Act ("SGMA"). SGMA became effective on January 1, 2015; and
- B. SGMA requires all groundwater within basins/subbasins designated as high or medium priority by the California Department of Water Resources Agency ("DWR") to be managed in a sustainable manner; and
- C. Groundwater sustainability under SGMA is to be achieved through Groundwater Sustainability Plans ("GSPs"); and
- D. Under SGMA, a GSP can be a single plan developed by one or more GSAs, or multiple coordinated plans within a basin/subbasin by multiple GSAs (California Water Code §10727); and
- E. For coordinated plans within a basin prepared by multiple GSAs, SGMA requires a coordination agreement among the GSAs to ensure that the plans utilize the same data and methodologies for the following assumptions in developing the plans: (a) Groundwater elevation data; (b) groundwater extraction data; (c) surface water supply; (d) total water use; (e) change in groundwater storage; (f) water budget; and (g) sustainable yield (California Water Code §10727.6); and
- F. SVBGSA filed a notice of intent with the DWR to be the groundwater sustainability agency ("GSA") for the entire Salinas Valley Groundwater Basin within Monterey County ("Basin"), excepting therefrom the City of Greenfield's jurisdictional area and Marina Coast Water District service area ("SVBGSA Management Area"), as depicted in the map attached hereto and incorporated herein as **Exhibit A**; and
- G. ASGSA filed notices of intent with the DWR to serve as the GSA for those certain areas located in the Forebay Subbasin of the Basin (Subbasin Number 3-4.04, DWR Bulletin 118) that includes the City of Greenfield's jurisdictional area, the service area of Clark Colony Water Company, a mutual water company, and other contiguous areas ("ASGSA Management Area") as depicted in the map attached hereto and incorporated herein as **Exhibit B**; and
- H. The State Water Resources Control Board legal counsel's nonbinding advisory opinion is that although a GSA's authority to undertake groundwater management is limited to the jurisdictional boundary of a local agency, the area for purposes of groundwater management can be modified through an agreement between GSAs, such as through a coordination agreement; and

- I. The SVBGSA has submitted a grant application under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 that includes a task to develop and execute a coordination agreement between the ASGSA and the SVBGSA (“Task”); and
- J. The SVBGSA submitted a notice of intent to prepare a GSP for the Forebay Subbasin; and
- K. The ASGSA submitted a notice of intent to prepare a GSP for the ASGSA Management Area; and
- L. The DWR recognizes that there is an overlap of jurisdictions in the Forebay Subbasin and has opined that the GSPs shall be rejected should both SVBGSA and ASGSA submitted a GSP for the overlapped area; and
- M. To be consistent with SGMA and to avoid the possible loss of grant funds by the SVBGSA and the possible rejection of the GSPs by the DWR, the Parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the facts recited above, the Parties agree to the following:

TERMS

SECTION 1 PURPOSE – Pursuant to the requirements of the SGMA and its related regulations, section 357.4 of Title 23 of the California Code of Regulations (“CCR”), and in recognition of the need to sustainably manage the groundwater within the Basin, the Parties agree to work collaboratively to comply with SGMA coordination agreement requirement and ensure that the multiple GSPs within the Forebay Subbasin are developed and implemented utilizing the same methodologies and assumptions required by the California Water Code for preparing coordinated groundwater elevation data, groundwater extraction data, surface water supply, total water use, changes in groundwater storage, water budgets, and sustainable yield between the multiple GSPs. The Parties intend that this Agreement be a description of how the multiple GSPs, developed by the individual GSAs, are prepared and implemented together to satisfy the requirements of SGMA.

SECTION 2 RESPONSIBILITIES OF THE PARTIES – The Parties to this Agreement agree to work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. However, each Party also understands its participation, as more fully set forth in Section 3 of this Agreement, is based on representation on the Coordination Committee through and by its GSP representatives.

SECTION 3 COORDINATION COMMITTEE - Each Party agrees that a Coordination Committee, comprised of two Board representatives from each GSA along with their respective general managers and technical personnel, shall coordinate the development and implementation of their respective GSPs for the Forebay Subbasin. The representatives shall serve at the pleasure of the appointing Party and will take recommendations made by the Coordination Committee to their respective Board of Directors for deliberation and decision. The Coordination Committee will meet periodically as needed to carry out the activities described in this Agreement, but at least every two months. The Coordination Committee shall comply with the Ralph M. Brown Act (Government Code section 54950 et seq.) as applicable and shall post agendas and notices as required.

3.1 Point of Contact – Consistent with 23 CCR 357.4(b)(1), the Coordination Committee shall identify a point of contact with the DWR.

3.2 Subcommittees and Workgroups – The Coordination Committee may appoint subcommittees, workgroups, or otherwise direct staff be made available by the Parties to develop technical data and supportive information. Regular updates to the Coordination Committee shall be made by any such subcommittee or workgroup.

SECTION 4 FINANCING – In recognition that the ASGSA does not have authority to implement laws and regulations or adopt financing measures outside the jurisdictional area of the City of Greenfield, the intent of the parties under this Agreement is to provide the ASGSA with any regulatory fees or charges collected from the ASGSA Management Area (minus any administrative fee) for the purpose of preparing the GSP and managing the ASGSA Management Area.

Except as set forth above, the Parties shall manage and fund their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose of this Agreement.

SECTION 5 GSP DEVELOPMENT –The Parties intend that their coordinated GSPs will satisfy the requirements of SGMA. Toward that end, the Parties hereby acknowledge and recognize the Parties may need to exchange information between the Parties. The Parties may exchange information through information requests made at the Coordination Committee level. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit any party from voluntarily exchanging information with any other party by any other mechanism separate from the Coordination Agreement. To the extent that any exchanged data, information, modeling, projects, estimates, plans, and other information that are not public is designated as “confidential information,” the Parties shall label the same as such and shall not disclose any confidential information to any third party without prior written consent of the Party providing the confidential information.

As part of the individual development of the GSPs, the Parties, through the Coordination Committee, agree to develop agree-upon methodologies and assumptions, which shall be memorialized in a technical memorandum approved by both Parties. Once the technical memorandum is approved by both Parties, it shall be part of and incorporated into this Agreement as **Exhibit B**. The methodologies and assumptions to be included in the technical memorandum shall include the following using the best available information and best available science:

5.1 Management Area – The ASGSA shall prepare its GSP for the ASGSA Management Area which will include no less than the areas submitted to DWR as the lands forming the ASGSA. For the purpose of considering the influence of the Arroyo Seco River, the ASGSA GSP may include a hydrological area that is slightly larger than the ASGSA Management Area. The SVBGSA shall prepare its GSP for all areas of the Forebay Subbasin outside of the ASGSA Management Area. The Parties herein agree that the ASGSA has exclusive jurisdictional authority over the ASGSA Management Area.

5.2 Methodologies and Data - Pursuant to Water Code section 10727.6 and 14 CCR 357.4(b), the Parties hereby agree to establish common data and methodologies for the coordinated GSPs for the Forebay Subbasin. These data and methodologies include: a) groundwater elevation data; b) groundwater extraction data; c) surface water supply; d) total water use; e) changes in groundwater storage; f) water budgets; and g) sustainable yield.

5.2 Monitoring Network - In accordance with 23 CCR 354.32-354.40, the Parties hereby agree to collaborate on the development and maintenance of a monitoring network in the Forebay Subbasin. The Parties shall determine the network monitoring objective protocols and data reporting requirements to achieve measureable objectives to be set forth in the coordinated GSPs. Existing monitoring sources in the Forebay Subbasin will be considered by the Parties for inclusion in the monitoring network.

5.2.1 The Parties will establish a monitoring network for the Forebay Subbasin that will establish the following sustainability indicators: a) chronic lowering of groundwater levels; b) reduction in groundwater storage; c) degraded water quality; and d) land subsidence.

5.2.2 The Parties shall also establish the frequency of measurements of the monitoring network within the Forebay Subbasin based upon the following factors: a) the amount of current and projected groundwater use in the Forebay Subbasin; b) aquifer characterization; and c) impacts to beneficial uses and users of groundwater and property interests.

5.3 Coordinated Water Budget - In accordance with 23 CCR 354.18, the Parties hereby agree to include a methodology for establishing a coordinated water budget in the coordinated GSPs for the Forebay Subbasin. The water budget shall provide an accounting and assessment of the total annual volume of groundwater and surface water entering and leaving the Forebay Subbasin, including historical, current and projected water budget conditions, and the change in the volume of water stored. The Parties shall use the methodology agreed upon to estimate future baseline conditions of supply, water demand and surface water supply availability or reliability over the planning and implementation horizon for the projected water budget.

SECTION 6 GSP SUBMISSION AND IMPLEMENTATION OF THE GSPs

6.1 GSP Submission - Each Party is responsible to ensure that its own GSP complies with the statutory requirements of SGMA including, but not limited to, the filing deadline and the incorporation of this Agreement therein. Each Party shall submit their respective GSPs to the DWR and the submitted GSPs shall be consistent with this Agreement.

6.2 GSP Implementation - The Parties to this Agreement intend that their individual GSPs will be implemented together in order to satisfy the requirements of SGMA and its related regulations. The Parties will develop a coordinated data management system for the Forebay Subbasin sufficient to provide the mandated data and fulfill the requirements set forth in SGMA and its related regulations.

6.3 No Adjudication or Alternative Plans - As of the date of this Agreement there are no portions of the Forebay Subbasin that have been adjudicated or have submitted to DWR for DWR's approval of an alternative to a GSP pursuant to Water Code section 10733.6.

SECTION 7 AMENDMENTS AND PERIODIC REVIEW OF AGREEMENT - Any amendment to the Agreement must be made by mutual consent of both Parties, by the issuance of a written modification signed and dated by properly authorized, signatory official of each Party, prior to any changes becoming effective. Notwithstanding the foregoing, the Parties agree to promptly prepare and approve any such amendment as necessary to meet the legal requirements under SGMA. This Agreement shall be reviewed by the Parties as part of a five (5) year assessment and revised as necessary and executed by the Parties.

SECTION 8 DISPUTE RESOLUTION – In the event that any dispute arises between the Parties relating to this Agreement or the rights and obligations arising from this Agreement, the aggrieved Party shall provide written notice to the other Party of the dispute. Within thirty (30) days after such written notice, the Parties shall attempt in good faith to resolve the dispute through informal means. If the Parties cannot agree upon a resolution of the dispute within thirty (30) days from the written notice, the dispute may be submitted to voluntary mediation prior to commencement of any legal action. The cost of mediation shall be paid equally by the Parties. Upon completion of the mediation, if any, and if the controversy has not been resolved, either Party may exercise any and all rights to bring a legal action relating to the dispute.

SECTION 9 PARTY AUTONOMY – The Parties to this Agreement will implement this Agreement in a manner that defines, supports, and maintains their autonomy.

9.1 This instrument in no way restricts the Parties, or any cooperating third parties, from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing groundwater sustainability planning in accordance with SGMA.

9.2 It is expressly declared that this Agreement hereby does not constitute a partnership, joint venture, agency or contract of employment between the Parties.

9.3 It is agreed and understood by the Parties hereto that this Agreement has been arrived at through negotiation and that no Party is to be deemed the Party which prepared this Agreement within the meaning of Civil Code section 1654.

SECTION 10 GENERAL PROVISIONS

10.1 Authority of Signers - The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to legally bind the Party for whom they are signing to the terms and conditions of this Agreement.

10.2 Governing Law - The validity and interpretation of this Agreement will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Monterey, State of California.

10.3 Severability - Except as provided for cure by amendment in Section 7 of the Agreement, if any term or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, any such invalid provision shall be amended by the Parties to become valid and enforceable in a way that is most closely akin to the Parties' intent.

10.4 Counterparts - This Agreement may be executed in counterparts and by facsimile or electronic signature, and when joined together, the counterparts shall constitute one agreement, which shall be binding on the parties, even though all signatures may not be on one original or the same counterpart.

10.5 Good Faith – The Parties agree to exercise their best efforts and good faith to effectuate all terms and conditions of this Agreement and to execute any such instruments and documents as are reasonably necessary, appropriate or proper to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Coordination Agreement as of the last date appearing below the signatures.

<p>SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY</p> <p>By: _____ {Signature}</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Leslie J. Girard SVBGSA Agency Counsel</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Pamela H. Silkwood ASGSA Agency Counsel</p>