



**City of Greenfield
Arroyo Seco
Groundwater Sustainability Agency**
599 El Camino Real
Greenfield, CA 93927

**Meeting Agenda
September 26, 2017
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
September 26, 2017**

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 August 22, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency – **Page 1**

F. AGENCY BUSINESS

F-1. CONSIDERATION of Insurance Coverage for the GSA and Provide Staff Direction

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

F-2. APPROVAL of An Agreement Regarding Independent Growers' Monetary Contribution to the ASGSA Planning and Coordination Efforts – **Page 3**

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

F-3. RECEIVE Status Update from the ASGSA General Manager Regarding Status of Planning and Coordination Agreements – **Page 7**

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

G. ADJOURNMENT

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

**ARROYO SECO
GROUNDWATER SUSTAINABILITY AGENCY
MINUTES**

AGENCY SPECIAL MEETING OF AUGUST 22, 2017

CALL TO ORDER

Chair Thorp called the meeting to order at 3:05 p.m.

ROLL CALL

PRESENT: Chair Thorp, Vice Chair Griva, Board Member Rodriguez and Board Member Fontes

ABSENT: Board Member Walker

STAFF: Interagency Attorney Cochran, Interagency Attorney Silkwood, City Clerk Rathbun, Interim General Manager Weeks

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

CONSENT AGENDA

A MOTION by Board Member Fontes, seconded by Vice Chair Griva to approve the Minutes of the July 25, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

AGENCY BUSINESS

RECEIVE PRESENTATION ON SGMA AND GSP – SGMA WORKSHOP

Staff report was given by Interim General Manager Weeks and Interagency Attorney Silkwood. A power presentation was also presented to the Board.

DISCUSSION AND DIRECTION – CONSIDERATION OF FORMING A SUBCOMMITTEE FOR NEGOTIATING COORDINATION AGREEMENTS

Staff report was given by Interim General Manager Weeks.

John Huerta, Jr., stated that he had been following this process and this was a challenging job that the Board was undertaking. He stated that this area did not need a reduction in agriculture; the Board needed to educate the public and local control was needed.

Vice Chair Griva stated that he would like to be on the ad hoc committee. Chair Thorp also stated that he would also like to serve the committee.

A MOTION by Board Member Fontes, seconded by Board Member Rodriguez to form an ad hoc subcommittee for negotiating coordination agreements and appoint Chair Thorp and Vice Chair Griva. All in favor. Motion carried.

DISCUSSION AND DIRECTION - CONSIDERATION OF AGREEMENT WITH NORTH TREE ENTERPRISES, INC. FOR INTERIM GENERAL MANAGER SERVICES

Staff report was given by Interagency Attorney Cochran.

A MOTION by Chair Thorp, seconded by Board Member Fontes to approve the agreement with North Tree Enterprises, Inc. for Interim General Manager Services. All in favor, Motion carried.

ADJOURNMENT

Meeting at 4:48 p.m.

Chair of the Groundwater Sustainability Agency

City Clerk of the City of Greenfield

**AGREEMENT
TO ASSIST IN FUNDING OF GROUNDWATER SUSTAINABILITY
PLANNING**

This Agreement to Assist in Funding of Groundwater Sustainability Planning (“Agreement”), is entered into this ___ day of September, 2017 by and between the Arroyo Seco Groundwater Sustainability Agency (“ASGSA”), a public agency created under the Sustainable Groundwater Management Act (“SGMA”) (Water Code §10723.8), and Independent Growers Association, Inc. (“Independent Growers”), a California corporation, with reference to the following facts and circumstances:

RECITALS

- A. ASGSA was formed through that certain Memorandum of Understanding, dated March 7, 2017, as amended on June 29, 2017 (“MOU”), by and between the City of Greenfield (“City”) and Clark Colony Water Company, a mutual water company (“Clark Colony”). The MOU and subsequent actions taken by the City in accordance with Water Code §10723.8 formed ASGSA under SGMA.
- B. Under the MOU, the City and Clark Colony agree to share the costs for the facilitation, preparation and implementation of a groundwater sustainability plan (“GSP”) for its management area.
- C. SGMA allows for groundwater sustainability agencies to enter into written agreements with private parties to assist in the funding of GSPs, their development, facilitation and implementation. (Water Code §10726.5.)
- D. Independent Growers is an agricultural organization organized under section 501(c)(5) of the Internal Revenue Code. To further their mission of protecting agriculture, Independent Growers wish to provide funding to ASGSA to pay for or supplement Clark Colony’s share of the costs for GSP development, facilitation and implementation as allowed under Water Code §10726.5 to ensure that a GSP is timely prepared by ASGSA in accordance with SGMA to avoid enforcement action by the State Water Resources Control Board.
- E. A fundamental premise of this Agreement is that nothing is to be construed as a representation, promise, or commitment on the part of ASGSA to give special treatment to, or exercise its discretion favorably to the Independent Growers, its members, agents, employees, consultants, representatives or partners in exchange for accepting funding.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, ASGSA and Independent Growers agree as follows:

TERMS

1. Engagement of Services for the Preparation of GSP. ASGSA may engage in consulting and other services in separate contracts between ASGSA and consultant(s) (individually, “Consultant” or collectively, “Consultants”) for the facilitation, preparation and implementation of a GSP. Any and all Consultants retained by ASGSA shall be responsible only to ASGSA, and nothing in this Agreement imposes any obligation on ASGSA or Consultants to Independent Growers.

2. Reimbursement. Independent Growers hereby agree to pay Clark Colony’s share of the invoices for costs incurred by the ASGSA for the facilitation, preparation and implementation of a GSP. Independent Growers shall have the right to detailed accounting of the services rendered prior to payment of their corresponding invoices. This Agreement shall not relieve Clark Colony’s obligation under the MOU.

3. No Promise or Representation. ASGSA and Independent Growers agree that nothing in Agreement is to be construed as a representation, promise, or commitment on the part of ASGSA to give special treatment to, or exercise its discretion favorably of Independent Growers, its members, agents, employees, consultants, representatives or partners. Both parties hereby acknowledge and agree that Independent Grower’s obligation under Agreement is undertaken voluntarily and without regard to the ASGSA’s actions related to any aspect of preparing, facilitating or implementing the GSP.

4. Termination. This Agreement may be terminated by either party by giving thirty (30) days’ advance written notice to the other.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the matters set forth herein. ASGSA and Independent Growers each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein.

6. Negotiated Agreement. It is agreed and understood by ASGSA and Independent Growers that this Agreement has been arrived at through negotiations and that neither is deemed the party which prepared the Agreement within the meaning of Civil Code section 1654.

7. Assignment. Neither party shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party.

8. Amendment. This Agreement may be amended, modified or supplemented only in writing by both parties.

9. Governing Law. The Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

10. Construction. The language in all parts of the Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party has reviewed and

revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of Agreement.

11. Conflict with Professional Services Agreements between ASGSA and Consultant(s). In the event of a conflict between the provisions of the Agreement and any Professional Services Agreement between ASGSA and any Consultant, the provisions of this Agreement shall govern.

12. Relationship of Parties. The parties agree that this Agreement establishes only a funding arrangement between the parties, and that the parties are not joint venturers or partners.

13. Indemnification. Each party agrees to defend, indemnify and hold the other harmless in any action brought by any third party in which the authority of the ASGSA to enter into this Agreement or the validity of Agreement is challenged.

14. Notices. Notice to the parties in connection with Agreement shall be given personally or by regular mail addressed as follows:

TO ASGSA: Curtis Weeks
 Interim General Manager
 Arroyo Seco Groundwater Sustainability Agency

TO Independent
Growers:

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

15. Attorney's Fees. If any legal action, arbitration or other proceeding is brought to interpret and/or enforce this Agreement, the party prevailing shall be entitled to reasonable attorney's fees, court costs in that action or proceeding to which the prevailing party or parties may be entitled.

16. Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in the County of Monterey.

17. 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.

IN WITNESS WHEREOF, Arroyo Seco Groundwater Sustainability Agency and Independent Growers Association, Inc. have executed this Agreement to Assist in Funding of Groundwater Sustainability Planning to be effective on the date first above written.

ARROYO SECO GROUNDWATER SUSTAINABILITY
AGENCY

By: _____

INDEPENDENT GROWERS ASSOCIATION, INC.,
A California Corporation

By: _____



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

MEMORANDUM: September 22, 2017

AGENDA DATE: September 26, 2017

TO: Board Members

FROM: General Manager Weeks

TITLE: STATUS UPDATE ON ASGSA COORDINATION EFFORTS

BACKGROUND:

The Arroyo Seco Groundwater Sustainability Agency (ASGSA) has previously established the need to complete a Coordination Agreement between the ASGSA and the Salinas Valley Basin GSA (SVBGSA) as part of our Groundwater Sustainability Plan(GSP). Recall this is a required element under the Sustainable Groundwater Management Act (SGMA). We also recognize that this effort will take a fair amount of negotiation, and have already made requests for information and for formal negotiations to start with the Salinas Valley Groundwater Basin GSA. Staff will continue to keep the Board informed regarding ongoing efforts to work collaboratively with the other GSA's in the region.

COORDINATION EFFORTS DISCUSSION:

The most recent developments include a conference call schedule by Amanda Peisch from the California Department of Water Resources (DWR) and Salinas Valley GSA executives. The purpose of the call will be to explore additional facilitation services provided by the DWR to assist the Salinas Valley GSAs (ASGSA, Marina Coast GSA, and SVBGSA) work through the negotiations for the Coordination Agreements. Staff will brief the Board of Directors regarding the outcome of the call during the Board meeting.

In addition to the conference call, the ASGSA and the Marina Coast GSA have been working on facilitating a meeting of all the GSAs within the Salinas Groundwater Basin. The meeting will be held here in Greenfield on September 29, 2017 at 1:00 pm and will include the five GSAs from the Paso Robles area as well as the three Salinas Valley GSAs. The intent of the meeting is to provide a revenue for GSA staff members to meet

and collaborate, and development information and processes need to complete the required Coordination Agreements and GSPs. While the intent is for these meetings to be staff level, some members of the public have expressed interest in participating. The first meeting will be an opportunity to meet other GSA staff's and begin to discuss common issues. Our first meeting will feature a presentation on grant funding presented by the Marina Coast GSA grant acquisition consultant. It is not envisioned that the ASGSA ad hoc committee need be present at this meeting. Staff will provide the Board of Directors with an update at the next regularly scheduled board meeting.

REVIEWED AND RECOMMENDED:

The ASGSA General Manager and Counsel have reviewed this report, and recommend that the Board of Directors receive the report.