



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

599 El Camino Real  
Greenfield, CA 93927

**Meeting Agenda  
October 24, 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  
October 24, 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 September 26, 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 the Independent Growers' Association Inc. Contribution to the ASGSA Planning and Coordination Efforts – **Page 3**  
a. Oral Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action

**F-3. ADOPTION** of A Resolution for Grant Funding Application with the California Department of Water Resources – **Page 7**  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action

**F-4. CONSIDERATION** of Formation of the ASGSA Advisory Committee – **Page 10**  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action

**F-5. CONSIDERATION** of ASGSA Draft Budget through June 30, 2018 – **Page 12**  
a. Staff Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action

**F-6. RECEIVE** Status Update from the ASGSA General Manager on the Coordination and Data Acquisition Efforts  
a. Oral Report  
b. Public Comments  
c. Agency Board - Comments / Review / Action

**G. ADJOURNMENT**

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

**ARROYO SECO  
GROUNDWATER SUSTAINABILITY AGENCY  
MINUTES**

**AGENCY MEETING OF SEPTEMBER 26, 2017**

**CALL TO ORDER**

Chair Thorp called the meeting to order at 4:10 p.m.

**ROLL CALL**

**PRESENT:** Chair Thorp, Vice Chair Griva, Board Member Fontes

Board Member Rodriguez arrived at 4:19 p.m.

**ABSENT:** Board Member Walker

**STAFF:** Interagency Attorney Cochran, Interagency Attorney Lerner, Interagency Attorney Silkwood, 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.

**AGENDA REVIEW**

General Manager Weeks asked that Item #2 be moved to the end of the meeting. Board Member Fontes asked that the item be postponed to the next meeting for a full board. It was the consensus of the Board to postpone this item to the next meeting.

**CONSENT AGENDA**

**A MOTION** by Vice Chair Griva, seconded by Member Fontes to approve the Minutes of the August 22, 2017 Meeting of the Arroyo Seco Groundwater Sustainability Agency. All in favor. Motion carried.

**AGENCY BUSINESS**

**CONSIDERATION OF INSURANCE COVERAGE FOR THE GSA AND PROVIDE STAFF DIRECTION**

Staff report was given by Interagency Attorney Lerner. Staff recommended that the Board postpone action regarding this item until a formal budget was adopted.

Vice Chair Griva asked what the risk was without having insurance. General Manager Weeks stated that the risks were low. Interagency Attorney Lerner agreed that currently the risks were low and she also outlined the estimated costs for the insurance.

**RECEIVE STATUS UPDATE FROM THE ASGSA GENERAL MANAGER REGARDING  
STATUS OF PLANNING AND COORDINATION AGREEMENTS**

General Manager Weeks gave a status update of the planning and coordination agreements as well as gave information regarding funding opportunities for the GSA.

**ADJOURNMENT**

Meeting adjourned at 4:35 p.m.

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Chair of the Groundwater Sustainability Agency

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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 (“SWRCB”).
- 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 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. GSP Costs. To assist in the payment for the facilitation, preparation and implementation of a GSP (“GSP Costs”), Independent Growers plans to impose voluntary assessment fees (“Voluntary Assessment”) for lands outside of the City jurisdictional area. Until such time the lands petitioned by the landowners to be included in the ASGSA management area (which were included in the notice of intent filed with the Department of Water Resources on June 30, 2017 and resubmitted on July 14, 2017) (collectively, “Petitioned Lands”), are recognized by the SWRCB as being part of the ASGSA management area, the Voluntary Assessment collected by Independent Growers shall be used to pay a portion or all of Clark Colony’s share of the GSP Costs. If and once the SWRCB recognizes the Petitioned Lands as part of the ASGSA management area, (1) the amount generated by Independent Growers through Voluntary Assessment of lands within the Clark Colony service area will be used to pay a portion or all of Clark Colony’s share of the GSP Costs; (2) the amount generated by Independent Growers through Voluntary Assessment of Petitioned Lands will be used to reduce the City and Clark Colony’s prorata share of the GSP Costs; and (3) adjustment on an annual basis shall be made to the City and Clark Colony’s prorata share of the GSP Costs, based on the amount generated through the Voluntary Assessment of the Petitioned Lands by Independent Growers (“Adjustment”). In kind services rendered by the City and Clark Colony shall not be counted toward the Adjustment. This Agreement shall not relieve the City’s or Clark Colony’s obligations under the MOU.

2. 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.

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  
                                  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:** October 19, 2017

**AGENDA DATE:** October 24, 2017

**TO:** Board Members

**FROM:** Curtis Weeks, General Manager

**TITLE: CONSIDER ADOPTION OF RESOLUTION AUTHORIZING THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY (ASGSA) TO SUBMIT A GRANT FOR THE DEVELOPMENT OF THE GROUNDWATER SUSTAINABILITY PLAN**

**BACKGROUND:**

Under the 2017 Sustainable Groundwater Planning Grant Program, Groundwater Sustainability Agencies (GSAs) are encouraged to submit applications for grant funding to assist with the cost to develop the GSP required under SGMA. The resolution is a required element of the grant application process. The adoption of the attached resolution does not commit the GSA to preparing and submitting an application.

**ADVISORY COMMITTEE FORMATION DISCUSSION:**

Attached to this report is the proposed resolution for the Board of Directors to adopt. The ASGSA may or may not submit a grant application in the first round of applications. However, the resolution is a required element for the application packet, and given the short deadline for submitting a grant is this first round of grants (November 13, 2017), staff recommends the Board adopt the resolution. The resolution may also be used to accompany combined grant applications with other GSAs should the Board determine a combined grant application is appropriate.

**REVIEWED AND RECOMMENDED:**

Staff recommends approval of Resolution #2017-10, A Resolution of the Board of Directors of the Arroyo Seco Groundwater Sustainability Agency Authorizing Application for a Grant Under the 2017 Sustainability Groundwater Planning Grant Program.

## RESOLUTION #2017-10

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARROYO SECO GROUNDWATER SUSTAINABILITY AGENCY AUTHORIZING APPLICATION FOR A GRANT UNDER THE 2017 SUSTAINABLE GROUNDWATER PLANNING GRANT PROGRAM

**WHEREAS**, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

**WHEREAS**, SGMA went into effect on January 1, 2015; and

**WHEREAS**, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

**WHEREAS**, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

**WHEREAS**, the Arroyo Seco Groundwater Sustainability Agency (ASGSA) is such a joint powers authority and formed effective July 2017, for the purposes of being the GSA for the Arroyo Seco Groundwater Basin and surrounding area within the County of Monterey; and

**WHEREAS**, SGMA requires that a basin have an adopted GSP by no later than January 31, 2022 for basins not designated as critically overdrafted; and

**WHEREAS**, the Arroyo Seco Basin managed by the ASGSA consist of a subbasin that is designated by the California Department of Water Resources (DWR) as medium-priority and therefore is required to be managed by a GSP or coordinated GSPs by January 31, 2022; and

**WHEREAS**, the ASGSA is seeking funding to develop a GSP for the Arroyo Seco Basin; and

**WHEREAS**, The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorized \$100 million to be available for competitive grants for projects that develop and implement GSPs and projects in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775); and

**WHEREAS**, DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support SGMA; and

**NOW THEREFORE**, be it resolved by the Board of Directors of the ASGSA as follows:

1. That application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the Arroyo Seco Groundwater Sustainability Plan.
2. The Board Chair, or Designee, of the ASGSA is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

**PASSED AND ADOPTED** by the Board of Directors of the Arroyo Seco Groundwater Sustainability Agency at its regular meeting duly held on the 24<sup>th</sup> day of October 2017, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Jim Thorp, Chairman

Attest:

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Ann F. Rathbun, City Clerk



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

**MEMORANDUM:** October 19, 2017

**AGENDA DATE:** October 24, 2017

**TO:** Board Members

**FROM:** Curtis Weeks, General Manager

**TITLE:** **CONSIDER FORMATION OF THE ASGSA ADVISORY COMMITTEE**

**BACKGROUND:**

Under the 2015 Sustainable Groundwater Management Act (SGMA), Groundwater Sustainability Agencies (GSA) are encouraged to engage interested parties and the community served by the GSA in consideration of the development of the Groundwater Sustainability Plan (GSP). One method of community engagement is to form an Advisory Committee to the Board of Directors. The purpose of the committee would be to provide a venue for the community to communicate with the Board of Directors. As the Arroyo Seco Groundwater Sustainability Agency (ASGSA) is the initial stages of developing the GSP and the Coordination Agreement between the ASGSA and the Salinas Valley Basin GSA (SVBGSA), the Board should also consider the formation of a formal committee process for communication with the Arroyo Seco community.

**ADVISORY COMMITTEE FORMATION DISCUSSION:**

Section 10727.8 of the SGMA states the following:

*Prior to initiating the development of a GSP, the GSA shall make available to the public and the department a written statement describing the manner in which interested parties may participate in the development and implementation of the GSP. The GSA may appoint and consult with an advisory committee consisting of interested parties for the purposes of developing and implementing a GSP. The GSA shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin prior to and during the development and implementation of the GSP.*

While the SGMA does not specifically require the GSA to form an Advisory Committee, the act does require the GSA to provide a statement describing how the community and interested parties are engaged and given a voice in the process of developing the basin's GSP. An Advisory Committee is suggested in the language as a means to accomplish the local outreach and communication required under SGMA.

Staff recommends that the Board of Directors form an Advisory Committee and provide staff direction on the size and membership categories for the committee. Proposed membership would be subject to full board approval.

**REVIEWED AND RECOMMENDED:**

The ASGSA General Manager and Counsel have reviewed this report, and recommend that the Board of Directors receive the report and direct the General Manager to work with the ASGSA Chairman and establish the Advisory Committee.



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

**MEMORANDUM:** October 19, 2017

**AGENDA DATE:** October 24, 2017

**TO:** Board Members

**FROM:** Curtis Weeks, General Manager

**TITLE: CONSIDER DRAFT BUDGET FOR THE ASGSA THROUGH JUNE 30, 2018  
AND PROVIDE STAFF DIRECTION**

**BACKGROUND:**

As the ASGSA begins to consider grant funding, GSP preparation and other tasks related to SGMA compliance, it should consider the magnitude of the cost implications associated with the ASGSA operation. The attached draft budget is presented as a starting point for discussions associated with the ASGSA operations in 2018.

**DRAFT BUDGET DISCUSSION:**

Attached to this report is the proposed draft budget for the operation of the ASGSA through the first half of the FY 2018. The costs are roughly evenly distributed between the ongoing administration of the organization and the technical tasks to be performed in 2018. The technical work includes the cost for preparing a grant application in the second round of DWR grant funding applications. The second element of technical analysis and evaluation will be to conduct a data gap evaluation in preparation for the development of the GSP. There will likely be additional costs to acquire groundwater data and other needed information. However, the cost for administration have been less than budget for the first three months which may offset additional expenditures. Staff recommends the Board review the budget and provide staff recommendations for budget completion. The budget for fiscal year 2019 will begin in March and cover the period of July 1, 2018 through June 30, 2019.

**RECOMMENDED ACTION:**

The ASGSA General Manager has reviewed this report, and recommends that the Board of Directors receive the report and direct the General Manager to finalize the draft budget.

Draft Arroyo Seco GSA Budget (thru 6/30/18)

	November	December	January	February	March	April	May	June	Total Cost
GM cost									
salary	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 48,000
odc's		\$ -	\$ 125	\$ 125					\$ 250
Insurance									
General Liability		\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Technical Consultants									
GSP data eval and work plan			\$ 5,000	\$ 10,000					\$ 15,000
Grant Development Support			\$ 12,000	\$ 12,000					\$ 24,000
GSP gap analysis								\$ 5,000	\$ 5,000
odc's			\$ 500	\$ 250				\$ 250	\$ 1,000
<b>Estimated Direct Costs</b>									<b>\$105,250</b>