LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA
MARCH 3, 2021
6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

LUIS HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
BOB WOTEN, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
J.R. THIARA, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

Pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20, members of the Live Oak City Council or staff may participate in this meeting via a teleconference. In the interest of the maintaining appropriate social distancing, members of the public are encouraged to participate in the meeting in the following ways:

- ***Remote Viewing:*** *Members of the public can view a livestream of the meeting online at* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.

- ***Public Comment:*** *Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:*

  - ***Email Public Comment:*** *Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org, and read into the record during public comment.*

  - ***eComment Feature:*** *Public Comment will be accepted online between Friday, February 26th through Wednesday, March 3rd at 1:00 pm through the eComment feature at:* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

PUBLIC COMMENT

Any person wishing to address the City Council on general jurisdictional matters or consent calendar items may do so at this time. If you are commenting on an agenda item, your comments will be heard at the time that item is scheduled for discussion. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
   Recommendation: Approve the November 18, 2020 City Council Regular Meeting minutes.
   (Clarissa Menchaca, City Clerk)

2. City Council Meeting Minutes
   Recommendation: Approve the February 19, 2021 City Council Regular Meeting minutes.
   (Clarissa Menchaca, City Clerk)

BUSINESS ITEMS

3. Consideration of Re-Appointment to Live Oak Planning Commission
   Recommendation: Confirm the Mayor's re-appointment of Aaron Eller to the Live Oak Planning Commission.
   (Kevin Valente, Planning Director)

4. Council Discussion and Possible Action to Approve a Memorandum of Understanding (MOU) to Provide for Development of a Groundwater Sustainability Plan in the Sutter Subbasin in Accordance with the Requirements of the Sustainable Groundwater Management Act (SGMA)
   Recommendation: 1) Approve the MOU Between Sutter Subbasin Groundwater Sustainability Agencies for Sustainable Groundwater Management; and 2) Direct the City Manager to execute the MOU.
   (Scott Rolls, City Engineer)

5. Council Discussion and Possible Action to Approve a Memorandum of Agreement (MOA) to Provide for Funding of a Groundwater Sustainability Plan in the Sutter Subbasin in Accordance with the Requirements of the Sustainable Groundwater Management Act (SGMA)
   Recommendation: 1) Approve the MOA Regarding Funding Commitments for Development of a Groundwater Sustainability Plan for the Sutter Groundwater Subbasin; and 2) Direct the City Manager to execute the MOA.
   (Scott Rolls, City Engineer)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

ADJOURNMENT

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 3, 2021

Title: City Council Meeting Minutes

Contact Information: (Clarissa Menchaca, City Clerk)

Recommendation: Approve the November 18, 2020 City Council Regular Meeting minutes.

Attachments:

Minutes

LIVE OAK
CITY COUNCIL

MINUTES
NOVEMBER 18, 2020
6:00 PM

The Live Oak City Council conducted this meeting in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20.

CALL TO ORDER

Meeting called to order by Mayor Woten at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:00 pm.

ROLL CALL

Present: Mayor Woten

Appeared via teleconference: Councilmembers Thiara, Ghag, and Tica

Absent: Vice Mayor Hernandez

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Tica led the Pledge of Allegiance. Councilmember Ghag delivered the invocation.

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

There were no corrections and/or changes to the agenda.

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CONSENT ITEMS

MOTION: APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEM 1 WHICH WAS REMOVED FROM THE CONSENT AGENDA FOR FURTHER DISCUSSION.
(MOTION: TICA; SECOND: GHAG)

VOTE: MOTION PASSED 4-0-1
AYES: COUNCILMEMBER THIARA, GHAG, TICA, AND MAYOR WOTEN
NOES: NONE
ABSENT: VICE MAYOR HERNANDEZ

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

This item was removed from the Consent Agenda for further discussion at the request of Councilmember Thiara.

2. Resolution Authorizing the County of Yuba to Submit to the California Department of Resources Recycling and Recovery (CalRecycle), a Collaborative Application for Waste Tire Enforcement Grant, Fiscal Year (FY) 2021-22 on the City of Live Oak's Behalf
Alison Schmidt, Management Analyst
Council action: Resolution No. 25-2020 entitled *"Resolution of the City Council of the City of Live Oak Authorizing the County of Yuba to Submit to the California Department of Resources Recycling and Recovery, a Collaborative Application for Waste Tire Enforcement Grant, Fiscal Year 2021/2022 on Its Behalf"* adopted.

PUBLIC HEARINGS

3. Orchard View I and Orchard View II Tentative Subdivision Maps
Kevin Valente, Planning Director

Kevin Valente, Planning Director, provided a report for the Council.

*Clerk's Note: Vice Mayor Hernandez appeared via teleconference at 6:41 pm.

Public Hearing was opened at 6:44 pm.

Public Comment was opened and closed without any speakers.

Michael Robertson, Baker-Williams Engineering Group, Inc., addressed questions from the Council.

Public Hearing was closed at 6:51 pm.

MOTION: 1) ADOPT RESOLUTION APPROVING THE ORCHARD VIEW I AND II SUBDIVISION PROJECT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) AND THE ORCHARD VIEW I AND II SUBDIVISION PROJECT MITIGATION MONITORING PROGRAM (MMP); 2) ADOPT RESOLUTION APPROVING THE ORCHARD VIEW I TENTATIVE SUBDIVISION MAP; AND 3) ADOPT RESOLUTION APPROVING THE ORCHARD VIEW II TENTATIVE SUBDIVISION MAP.
(MOTION: TICA; SECOND: HERNANDEZ)

VOTE: MOTION PASSED 3-2
AYES: COUNCILMEMBER TICA, VICE MAYOR HERNANDEZ, AND MAYOR WOTEN
NOES: COUNCILMEMBERS THIARA AND GHAG

Reference Resolution No. 26-2020, Resolution No. 27-2020, and Resolution No. 28-2020.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

MOTION: APPROVE THE NOVEMBER 4, 2020 CITY COUNCIL SPECIAL MEETING MINUTES AND THE NOVEMBER 4, 2020 REGULAR MEETING MINUTES.
(MOTION: TICA; SECOND: WOTEN)

VOTE: MOTION PASSED 3-2
AYES: COUNCILMEMBER TICA, VICE MAYOR HERNANDEZ, AND MAYOR WOTEN
NOES: COUNCILMEMBERS THIARA AND GHAG

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

Aaron Palmer, City Manager, provided an update regarding COVID-19 and Well 7.

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

There were no Councilmember comments.

ADJOURNMENT

Adjourned the meeting at 7:01 pm.

_____
Bob Woten, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 3, 2021

Title: City Council Meeting Minutes

Contact Information: (Clarissa Menchaca, City Clerk)

Recommendation: Approve the February 19, 2021 City Council Regular Meeting minutes.

Attachments:

Minutes

LIVE OAK
CITY COUNCIL

MINUTES
FEBRUARY 19, 2021
6:00 PM

The Live Oak City Council conducted this meeting in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20.

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:02 pm.

ROLL CALL

Present: Mayor Hernandez

Appeared via teleconference: Councilmembers Thiara, Ghag, and Woten

Absent: Vice Mayor Santana

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Woten led the Pledge of Allegiance. Councilmember Ghag delivered the invocation.

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

There were no corrections and/or changes to the agenda.

PUBLIC COMMENT

The following member of the public submitted a public comment: Anonymous.

*Clerk's Note: Vice Mayor Santana appeared via teleconference at 6:13 pm.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
   Clarissa Menchaca, City Clerk

   This item was removed from the Consent Agenda for further discussion at the request of Councilmember Thiara.

2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

This item was removed from the Consent Agenda for further discussion at the request of Councilmember Thiara.

BUSINESS ITEMS

3. Discussion and Possible Removal of Planning Commissioner
Mayor Luis Hernandez

Mayor Hernandez provided a report for the Council.

The following member of the public addressed the Council: Jeramy Chapdelaine.

MOTION: REMOVE PLANNING COMMISSIONER JERAMY CHAPDELAINE FROM THE PLANNING COMMISSION EFFECTIVE IMMEDIATELY.
(MOTION: HERNANDEZ; SECOND: SANTANA)

VOTE: MOTION PASSED 3-1-1
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBER GHAG
DECLINED TO VOTE: COUNCILMEMBER THIARA

4. Establishment of City-wide Goals
Aaron Palmer, City Manager

Aaron Palmer, City Manager, introduced the item.

Council action: Council discussed City-wide goals.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

MOTION: APPROVE THE CONSENT CALENDAR.
(MOTION: WOTEN; SECOND: HERNANDEZ)

VOTE: MOTION PASSED 3-2
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBERS THIARA AND GHAG

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: December 2, 2020 City Council Regular Meeting Minutes approved.

2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: February 3, 2021 City Council Regular Meeting Minutes approved.

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

Brant Bordsen, City Attorney, informed that the U.S. House Oversight and Reform Committee has released draft legislation that includes $350 billion in emergency relief for state and local governments. This could be direct federal resources for pandemic response and recovery for all sizes of cities, and the funding can be used to replace lost revenue.

Aaron Palmer, City Manager, reported that the City would receive approximately $1.6 million for the City's allotment per the U.S. House Oversight and Reform Committee's draft legislation. Mr. Palmer provided an update regarding the COVID-19 vaccination clinics.

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

There were no Councilmember comments.

ADJOURNMENT

Adjourned the meeting at 6:56 pm.

_____

Luis Hernandez, Mayor

ATTEST:

_____

Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	March 3, 2021
Title:	Consideration of Re-Appointment to Live Oak Planning Commission
Contact Information:	(Kevin Valente, Planning Director)
Location:	Citywide

Background: The City of Live Oak Planning Commission is comprised of up to seven members. Six members are appointed by the Mayor and City Council, and one member is appointed by the Sutter County Planning Commission with approval of the Sutter County Board of Supervisors and the Live Oak City Council.

Live Oak Municipal Code Section 2.12.020 (A) states, in part, "The planning commission shall consist of seven members appointed by the mayor with the consent of the City Council". Section 2.12.020 (C) states the city will post a notice of possible vacancy to allow the incumbent and other citizens to be considered for appointment or reappointment.

The City of Live Oak Planning Commissioners each serve staggered, four-year terms. The term of two commissioners expired on January 31, 2021.

A list of the current Commission members is below:

Current Term Expires Commissioner
January 31, 2023 Aarondeep Pamma - 2020 Vice Chairman
January 31, 2023 Jerry Stewart
January 31, 2024 Gurveer Butter
January 31, 2024 VACANT (Noticed but cannot be filled until March 17, 2021 Council meeting)
January 31, 2025 VACANT (Currently Aaron Eller; Expired January 31, 2021)
January 31, 2025 VACANT (Currently Tyler Eccles; Expired January 31, 2021)
Annual Appointment (Sutter County Appointed)

A technical reading of the code would allow the Mayor to make an appointment, with Council then voting on whether or not to confirm the appointment.

At this time staff recommends the Mayor consider the re-appointment of Aaron Eller, who's four-year term came to an end on January 31, 2021, and the City will re-notice to provide more time to receive additional applications for the remaining vacancies.

Fiscal Impacts: None.

Recommendation: Confirm the Mayor's re-appointment of Aaron Eller to the Live Oak Planning Commission.

Attachments:

A.Eller_PC Application

LIVE OAK
CALIFORNIA

Received by Mail
FEB 0 8 2021
City of Live Oak

Planning Commission

APPLICATION FOR APPOINTMENT

Name: AARON ELLER

Home Address: 2435 KOLA CT

Home Phone: 695-2346

Cell Phone: _____

Occupation: PROPERTY APPRAISER

Employer Name: YUBA COUNTY ASSESSORS OFFICE

Employer Address: 915 8TH ST. STE. 101 MARYSVILLE CA

Please answer the following questions on a separate sheet.

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

NOTE: A **conflict of interest** statement is required of all appointed Planning Commissioners.

Please return the completed application to the City Clerk via email at: cmenchaca@liveoakcity.org or at City Hall.

Live Oak Planning Commission Aaron Eller

Application for Appointment

1. **What are your reasons for wishing to serve on the Live Oak Planning Commission?**

   I have lived in Live Oak for approximately 21 years now. I have always been involved in the community in one way or another. When my kids were young it was coaching Little League and Soccer. As they grew older it was supporting High School events. Now, I feel the best use of my knowledge and skills is to help with the development and growth of our town.

2. **Describe your experience and /or qualifications which will assist the City Council in evaluating your application.**

   For the past 15 years I have worked for the Yuba County Assessor's Office as a Property Appraiser, and currently hold the position of Assistant Assessor. While there, I developed many skills that will aid in serving as a Planning Commissioner. I am familiar with the many types of issues that will come before the Commission. I have knowledge in tentative parcel maps, the need for proper zoning, conditional use permits, and the Highway 99 corridor project.

3. **If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?**

   Yes, of course. I appreciate the time I have been able to serve and look forward to the opportunity to continue serving. I think the commission is a great resource for the community to have its voice heard.

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 3, 2021

Title: Council Discussion and Possible Action to Approve a Memorandum of Understanding (MOU) to Provide for Development of a Groundwater Sustainability Plan in the Sutter Subbasin in Accordance with the Requirements of the Sustainable Groundwater Management Act (SGMA)

Contact Information: (Scott Rolls, City Engineer)

Location: City-wide

Background: On September 16, 2014, the SGMA was signed by Governor Jerry Brown to address state-wide groundwater management issues. The law became effective January 1, 2015. This legislation has now become the driving force behind groundwater management in the State. The development of sustainable groundwater management plans, their implementation, compliance requirements (data collection), and reporting will now dictate all local and regional efforts pertaining to groundwater resources management.

SGMA provides a framework for the creation of Groundwater Sustainability Agencies (GSA) that are given broad powers to develop, implement and enforce Groundwater Sustainability Plans (GSP). Specific timelines for creating the GSA and developing/implementing the GSP are provided in the legislation, as well as reporting requirements to demonstrate compliance. The plans must include monitoring and management of the groundwater basin(s) over a 50-year planning time period, and the GSP must articulate measurable objectives to be achieved every five years.

The SGMA allows a local public agency, or combination of agencies, to be a GSA for the purpose of developing and implementing a GSP for a particular groundwater basin or subbasin. The recently modified Sutter Subbasin is underneath the City of Live Oak, which qualifies the City of Live Oak to be a GSA for the Subbasin. Local public agencies eligible to be part of a GSA must have either water supply, water management, or land use responsibilities. Local public agencies intending to be a GSA for all, or a portion, of a basin were required to notify the Department of Water Resources by June 30, 2017.

If a GSA is not formed, the local County becomes the default GSA under the legislation. SB 13 signed into law on September 4, 2015, also authorizes a

mutual water company to participate in a GSA and would provide that a water corporation or a mutual water company may participate through a memorandum of agreement or other legal agreement.

Local agencies have options on how they may structure their GSA. A local public agency or combination of agencies may establish a GSA. For example, each water district, city, and county could designate itself as a GSA and be responsible for their own portion of the basin; or they could join together using a joint powers authority or memorandum of understanding submitting one GSP for all of the basin.

A basin covered by more than one GSA must have a "Coordinated Agreement" where the agencies must coordinate and utilize the same data and methodologies (e.g., groundwater elevation data, groundwater extraction data, surface water supply, water use, change in groundwater storage, water budget, and sustainable yield) for their GSP. Basins could be covered by a single GSP submitted by one agency, a single GSP submitted by multiple agencies, or multiple GSPs submitted by multiple agencies. Groundwater basins are not in compliance until all the GSPs are submitted, representing the geographic coverage of the entire basin.

The SGMA requires both groundwater and land use agencies to review and consider each other's GSP and to coordinate land use and water management with the intent that land use decisions should be taken into consideration in the need to achieve sustainable groundwater targets. To achieve sustainable basin targets, the GSA has a broad set of optional authorities available. For example, they may conduct investigations into the need for groundwater management and water rights, and conduct inspections. They may oversee water management projects such as groundwater recharge, waste water reclamation, water purchases, and programs to voluntarily fallow agricultural land. A GSA may collect groundwater pumping information by requiring the registration of wells, metering of well extraction, and reporting of annual groundwater extractions.

Implementing an appropriate management structure, that is responsive to local interests, is a critical consideration to successful implementation of SGMA. The City of Live Oak is a stakeholder for the water that is underneath the City within the Sutter Subbasin and the City Council elected to become an exclusive GSA in November of 2015. The City of Yuba City, Butte Water District, Sutter Extension Water District, Reclamation Districts No. 70, 1500, and 1660, Sutter Community Services District and the County of Sutter are other agencies within the Sutter Subbasin that have elected to become GSAs. These GSAs intend to cooperatively produce a single GSP to manage the subbasin groundwater.

The deadline for adoption of the GSP is January 31, 2022. A Memorandum Of Understanding (MOU) has been developed as a â€œCoordinated Agreementâ€ in accordance with the requirements of SGMA to allow multiple GSAs within the Sutter Subbasin to develop a single, joint GSP for the entire subbasin. The MOU, attached to this staff report as Attachment B,

has been reviewed and approved by the City Attorney.

Fiscal Impacts: None.

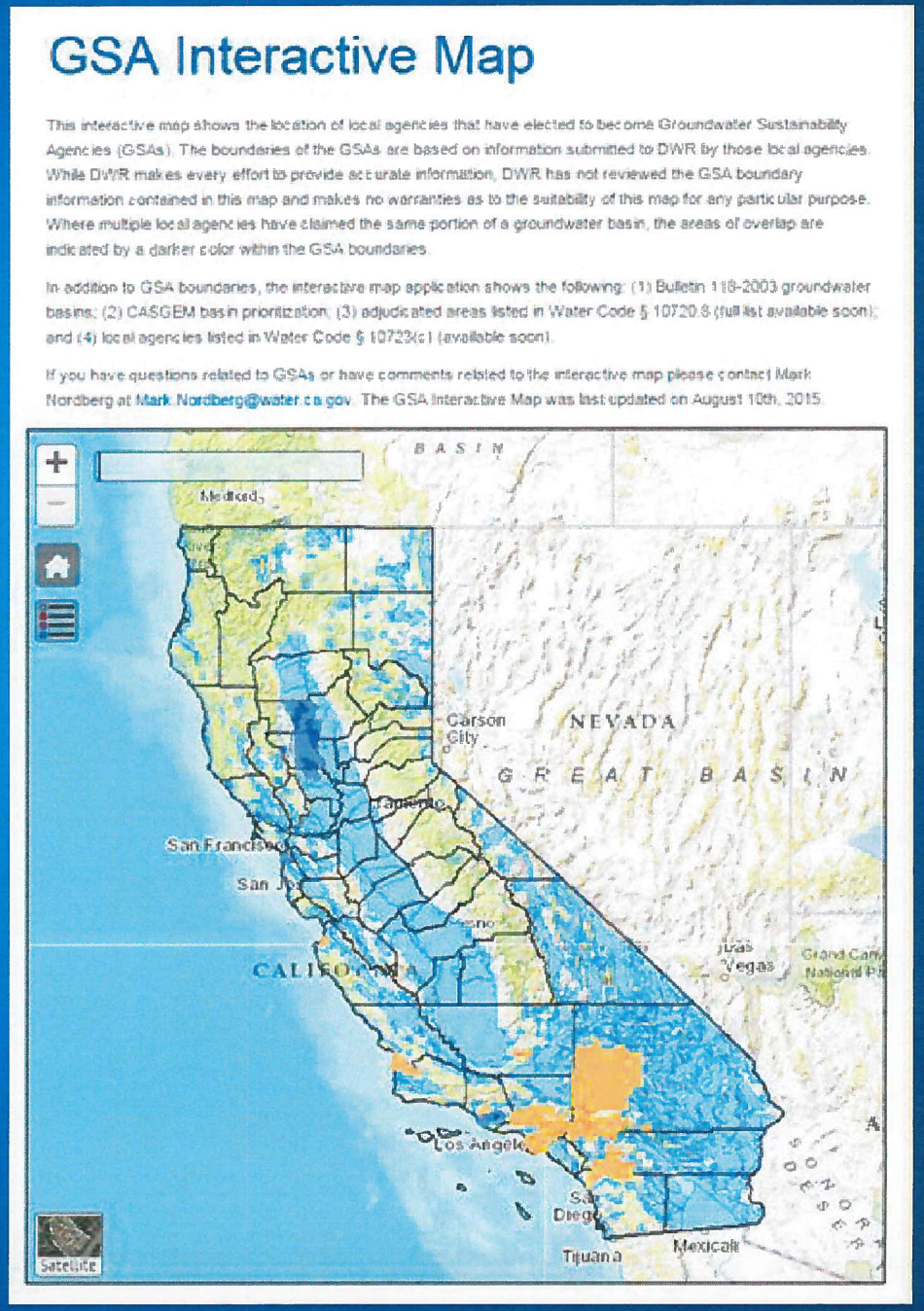
Recommendation: 1) Approve the MOU Between Sutter Subbasin Groundwater Sustainability Agencies for Sustainable Groundwater Management; and 2) Direct the City Manager to execute the MOU.

Attachments:

Presentation
Sutter Subbasin MOU

SGMA 2014

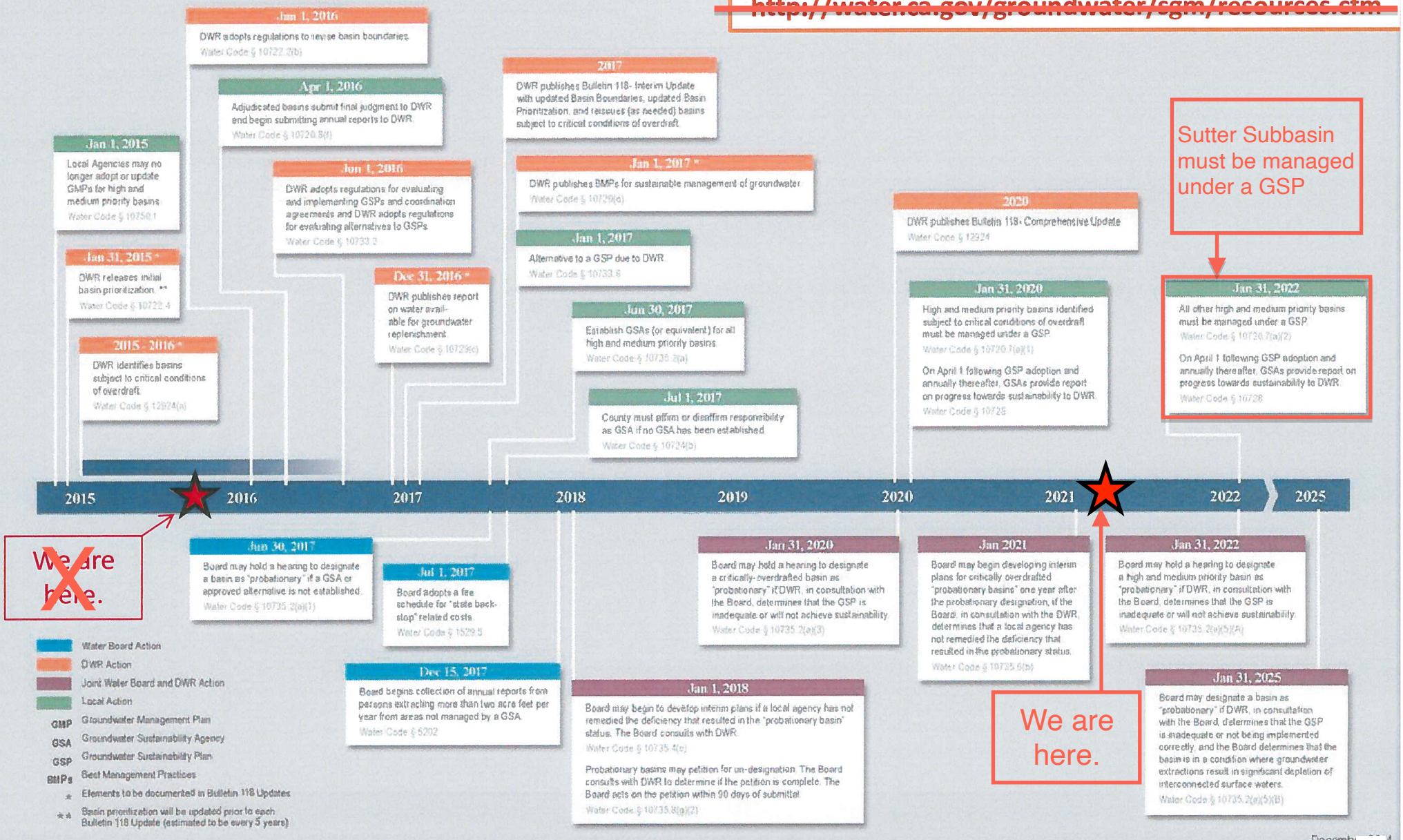
- Requires Groundwater Sustainability Plans (GSPs) in high- and medium-priority basins
- Authorizes local agencies to manage via GSA
- Defines time frame for accomplishing goals
- Creates state “backstop”



SGMA Timeline (2015-2025)

https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management

~~http://water.ca.gov/groundwater/sgm/resources.cfm~~



SGMA Milestones for Success

Groundwater Sustainability Agencies

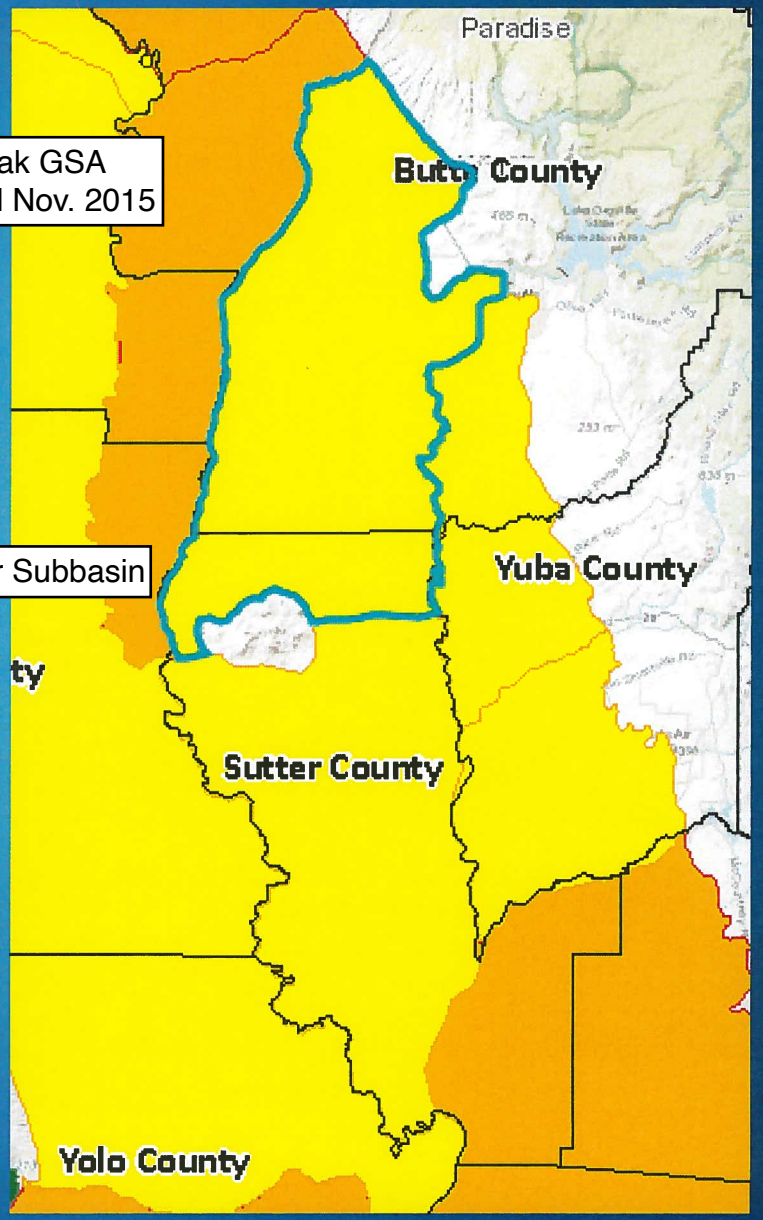
- Formation by June 30, 2017

Groundwater Sustainability Plans

- January 31, 2020 for critically overdrafted basins
- January 31, 2022 for all other high and medium priority basins

Groundwater Sustainability

- 20-year implementation period
- 50-year planning horizon

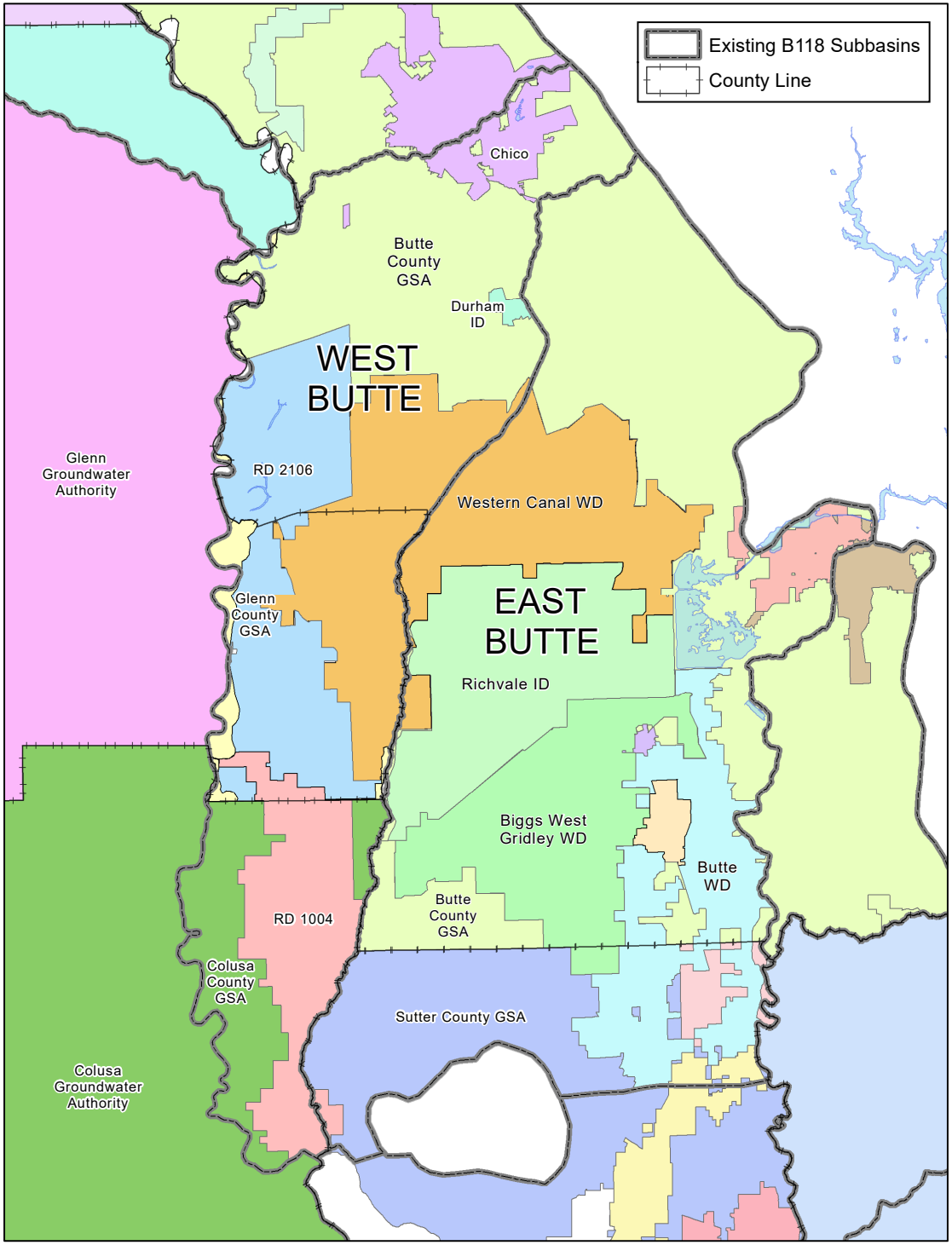


GSP & Governance Options

Water Code § 10727(b):

- A single plan covering the entire basin developed and implemented by one GSA.
- A single plan covering the entire basin developed and implemented by multiple GSAs.
- Subject to Water Code Section 10727.6, multiple plans implemented by multiple GSAs and coordinated pursuant to a single coordination agreement that covers the entire basin.

Pre 2019 Bulletin 118 Subbasin Boundaries



GSAs in East Butte

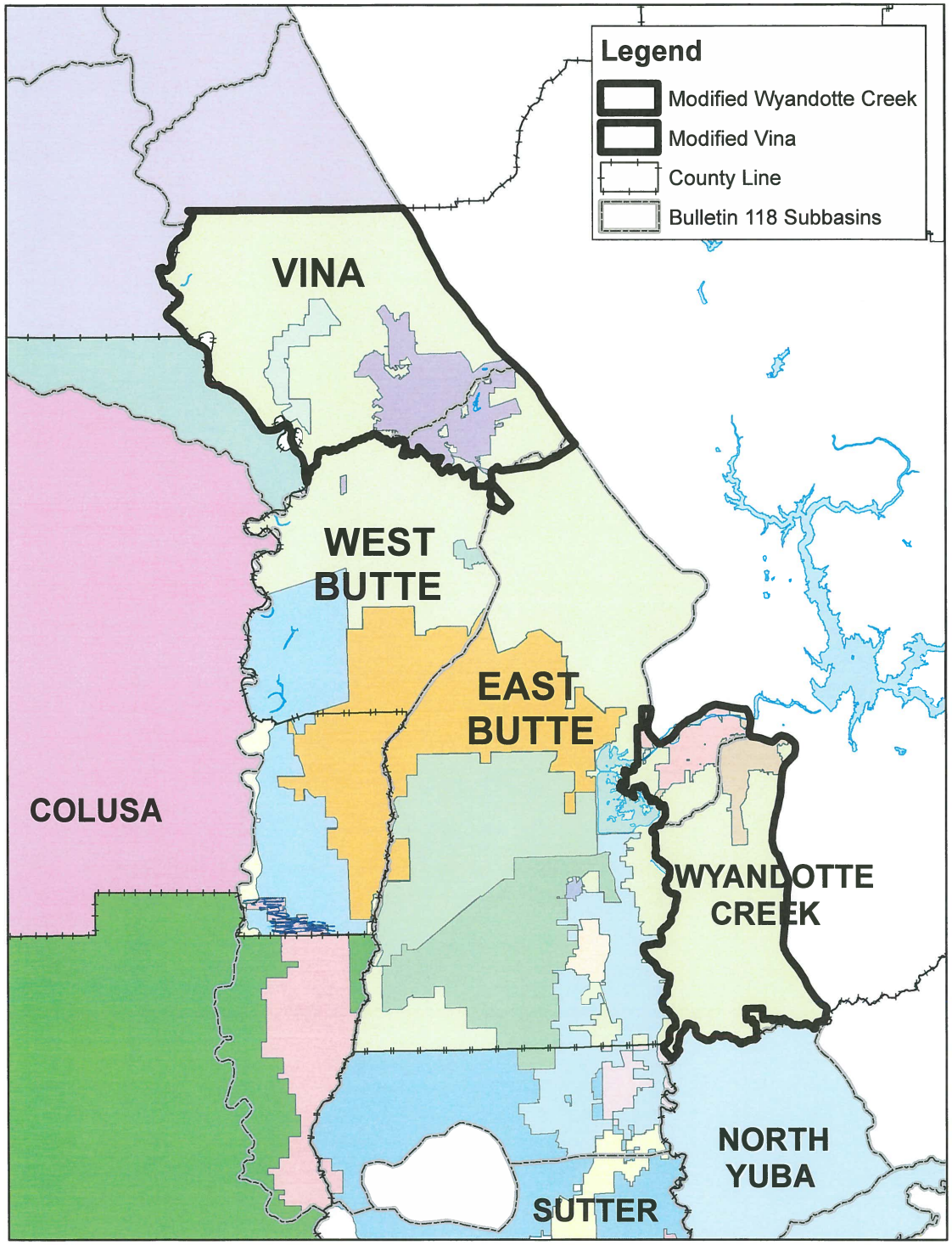
City of Live Oak
Sutter County
Sutter Extension WD
Butte WD
Biggs West Gridley WD
City of Gridley
City of Biggs
Richvale ID
Western Canal WD
Butte County
City of Oroville
Thermalito WSD

Currently 12 agencies

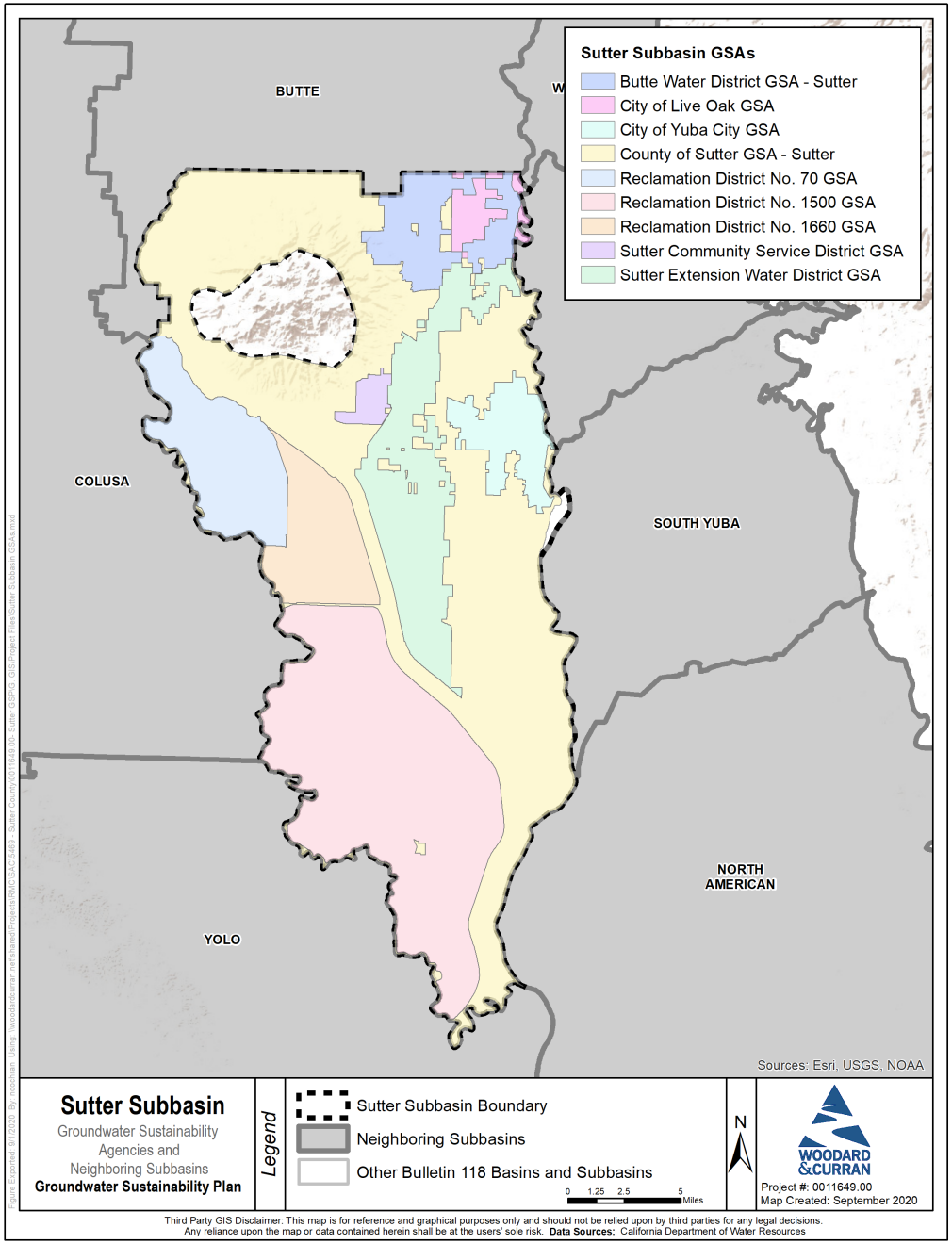
Proposed basin boundary modification would move Thermalito WSD and part of the City of Oroville into the Wyandotte Creek subbasin

Proposed basin boundary modification would move the south half of the City of Chico into the Vina subbasin

Proposed Modified Subbasin Boundaries



2019 Sutter Subbasin Boundary



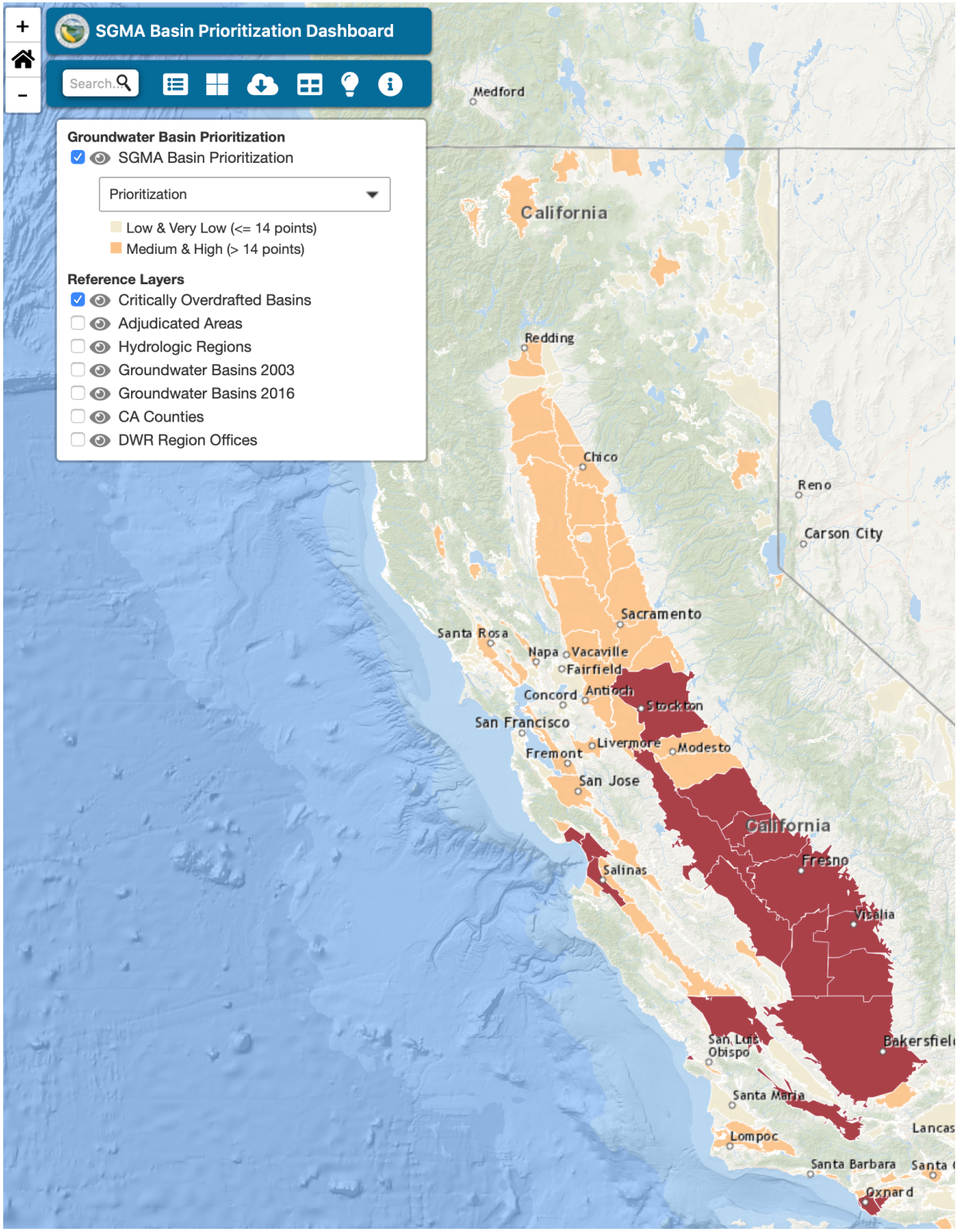

SGMA Basin Prioritization Dashboard
Search...
Groundwater Basin Prioritization
SGMA Basin Prioritization
Prioritization
Low & Very Low (<= 14 points)
Medium & High (> 14 points)
Reference Layers
Critically Overdrafted Basins
Adjudicated Areas
Hydrologic Regions
Groundwater Basins 2003
Groundwater Basins 2016
CA Counties
DWR Region Offices
Medford
California
Redding
Chico
Reno
Carson City
Sacramento
Santa Rosa
Napa
Vacaville
Fairfield
Concord
Antioch
Stockton
San Francisco
Livermore
Modesto
Fremont
San Jose
California
Salinas
Fresno
Visalia
San Luis Obispo
Bakersfield
Santa Maria
Lompoc
Santa Barbara
Oxnard

TABLE 2: PHASES OF SGMA. SGMA CAN BE THOUGHT OF AS A PHASED PROCESS, IN WHICH GSA ACTIVITIES AND GOVERNANCE NEEDS WILL CHANGE OVER TIME.

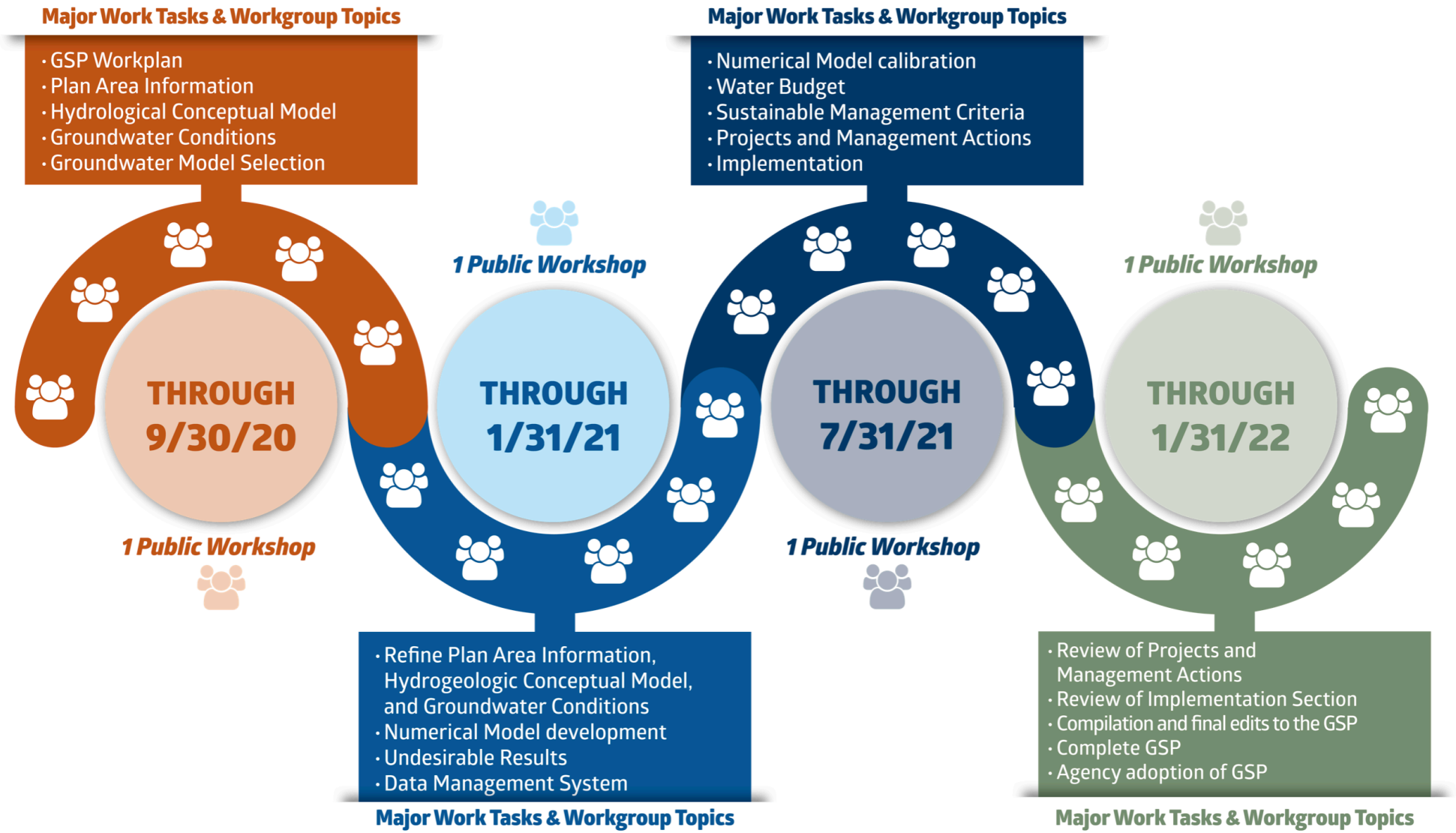
Phase	Examples of necessary GSA functions and capacities
Phase 1: GSA formation	• Consider GSA functions and capacities as described in this report (Table 1). • Secure funding for Phase 1 and explore funding options for the following phases. • Engage stakeholders—including education, outreach, facilitation, and negotiation—to ensure broad participation and enhance understanding of diverse interests and basin needs. • Develop a process for local dispute resolution. • Enter into intra- and/or inter-basin coordination agreements as needed.
Phase 2: GSP development	• Secure funding for Phase 2 and explore funding options for Phase 3. • Expand and continue stakeholder engagement. • Characterize basin history and baseline basin conditions. • Develop groundwater model and evaluate planning scenarios. • Evaluate alternative governance and management approaches. • Identify sustainability goals and thresholds, methods to monitor progress toward those goals, and steps for implementing them. • Enter into intra- and/or inter-basin coordination agreements as needed.
Phase 3: GSP implementation	• Secure ongoing funding (generate revenue, finance debt, etc.). • Expand and continue stakeholder engagement. • Develop specific policies, guidance, requirements and regulations that are both actionable and enforceable[72] to operationalize the GSP. • Monitor basin conditions and stakeholder compliance. • Analyze data and modeling results, assess status and progress towards goals. • Investigate non-compliance and carry out enforcement actions. • Revisit planning and regulatory tasks as new information indicates.

MOU

Proposition 1 Grant secured by Sutter Co.

suttersubbasin.org

Sutter Subbasin GSP Development Process



MEMORANDUM OF UNDERSTANDING
BETWEEN SUTTER SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES
FOR SUSTAINABLE GROUNDWATER MANAGEMENT

This MEMORANDUM OF UNDERSTANDING BETWEEN THE SUTTER SUBBASIN GROUNDWATER SUSTAINABILITY AGENCIES FOR SUSTAINABLE GROUNDWATER MANAGEMENT is made effective as of _____ (the "Effective Date") by and between the Sutter County Groundwater Sustainability Agency (GSA), the Butte Water District GSA, the City of Live Oak GSA, the Sutter Extension Water District GSA, the Sutter Community Services District GSA, the City of Yuba City GSA, the Reclamation District 70 GSA, the Reclamation District 1660 GSA, and the Reclamation District 1500 GSA.

RECITALS

WHEREAS, on September 16, 2014 Governor Brown signed into law Senate Bills 1 168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA); and

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

WHEREAS, SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, each of the Parties overlie the Sutter Subbasin (Basin Number 5-21.62, Department of Water Resources [DWR] Bulletin 118) within the Sacramento Valley Groundwater Basin, which has been designated as a medium-priority basin by DWR; and

WHEREAS, the Sutter County GSA elected to manage the groundwater over the boundaries of its members and act as the GSA pursuant to SGMA and notified DWR on or about April 11, 2017; and

WHEREAS, the Butte Water District GSA elected to manage the groundwater over the boundaries of its members and act as the GSA pursuant to SGMA and notified DWR on or about October 1, 2015; and

WHEREAS, the City of Live Oak GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about November 24, 2015; and

WHEREAS, the Sutter Extension Water District GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about October 27, 2015; and

WHEREAS, the Sutter Community Services District GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about October 1, 2015; and

WHEREAS, the City of Yuba City GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about April 27, 2017; and

WHEREAS, the Reclamation District 70 GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about June 6, 2017; and

WHEREAS, the Reclamation District 1660 GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about June 6, 2017; and

WHEREAS, the Reclamation District 1500 GSA elected to manage the groundwater over the boundaries of the water district and act as the GSA pursuant to SGMA and notified DWR on or about April 7, 2017; and

WHEREAS, collectively, the boundaries of the Parties include all lands overlying the Basin;

WHEREAS, the Parties desire, through this Agreement, to coordinate the work of the GSAs and the management of the Basin, in accordance with SGMA; and

WHEREAS, the Parties shall designate a point of contact for the Sutter Subbasin Groundwater Sustainability Plan development, who shall communicate with all other Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

1.1 **"Agreement"** shall mean this Memorandum of Understanding among the Sutter County Groundwater Sustainability Agency, the Butte Water District Groundwater Sustainability Agency, the City of Live Oak Groundwater Sustainability Agency, the Sutter Extension Water District Groundwater Sustainability Agency, the Sutter Community Services District Groundwater Sustainability Agency, the City of Yuba City Groundwater Sustainability Agency, the Reclamation District 70 Groundwater Sustainability Agency, the Reclamation District 1660 Groundwater Sustainability Agency, and the Reclamation District 1500 Groundwater Sustainability Agency.

1.2 **"Basin"** shall mean Sutter Groundwater Subbasin, California Department of Water Resources Basin No. 5-21.62 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

1.3 **"Coordination Agreement"** shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination of multiple GSPs within that basin pursuant to SGMA.

1.4 **"Coordination Committee"** is defined in Article 4 of this Agreement.

1.5 **"DWR"** shall mean the California Department of Water Resources.

1.6 **"Effective Date"** shall mean the date on which the last Party executes this Agreement.

1.7 **"Groundwater Sustainability Agency"** or **"GSA"** shall mean an agency enabled by SGMA to regulate a portion of the Basin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

1.8 **"GSAs"** shall mean the nine (9) GSAs in the Sutter Subbasin, namely the Sutter County GSA, the Butte Water District GSA, the City of Live Oak GSA, the Sutter Extension Water District GSA, the Sutter Community Services District GSA, the City of Yuba City GSA, the Reclamation District 70 GSA, the Reclamation District 1660 GSA, and the Reclamation District 1500 GSA.

1.9 "**Groundwater Sustainability Plan"** or **"GSP"** shall have the definition set forth in SGMA.

1.10 **"RD"** shall mean the Reclamation District.

1.11 **"Notice"** is defined in Section 4.2 of this Agreement.

1.12 **"Party"** shall mean any of the signatories to this Agreement and "**Parties**" shall mean all of the signatories to this Agreement.

1.13 **"Plan Manager"** shall mean an employee or authorized representative of a GSA, or GSAs, appointed through a coordination agreement or other agreement, who has been delegated management authority for submitting the Plan and serving as the point of contact between the GSA or GSAs and DWR.

1.14 **"SGMA"** or **"Act"** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Parties intend to work together in mutual cooperation to develop one GSP in compliance with SGMA for the sustainable management of groundwater in the Basin.

2.2 The Parties intend to designate a Plan Manager for the GSP and delegate management authority to that person for submitting the Plan and any subsequent documents required under SGMA, and for serving as the point of contact between the Parties and DWR.

2.3 The Parties intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.4 To the extent the Parties are not successful at jointly implementing the GSP within the Basin, or to the extent that any Party wishes to independently implement the GSP within their boundaries, a Party may implement the GSP within its boundaries, and agree to work together with all Parties to coordinate such implementation in accordance with the requirements of SGMA.

2.5 The Parties expressly intend that this Agreement shall not limit or interfere with the right and authority of any Party over its own internal matters, including, but not limited to, a Party's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Parties make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.6 Nothing in this Agreement is intended to modify or limit the Parties' police powers, land use authorities, or any other authority.

2.7 The Parties further intend through this Agreement to cooperate to obtain consulting, administrative, and management services needed to efficiently develop a GSP, to conduct outreach to other basin agencies and private parties, and to identify mechanisms for the management reasonably anticipated to be necessary for the purposes of this Agreement.

2.8 Each of the Parties acknowledges that SGMA requires that the entire Basin must be managed under one or more GSPs for the basin to be deemed in compliance with SGMA, and that if multiple GSPs are adopted within the Basin the GSAs must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP.

ARTICLE 3: PURPOSE AND POWERS

3.1 **Purpose of the Agreement.** The purposes of this Agreement is to:

a. Cooperatively carry out the purposes of SGMA;

b. Provide for coordination among the Parties to develop and implement a GSP and/or facilitate a Coordination Agreement, to the extent necessary;

c. Develop, adopt and implement a legally sufficient GSP covering those portions of the Basin that are within the jurisdictional boundaries of the Parties, subject to the limitations set forth in this Agreement;

d. Satisfy the requirements of SGMA for coordination among GSAs.

3.2 **Authority Under the Agreement.** To the extent authorized by the Parties and subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Parties acting collectively shall have the following authority including, but not limited to, the power:

a. To coordinate the implementation of SGMA among the Parties in accordance with this Agreement;

b. To recommend the adoption of actions, rules, regulations, policies, and procedures related to the coordination of the Parties for purposes of implementation of SGMA;

c. To perform all acts necessary or proper to carry out fully the purposes of this Agreement, and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

3.3 **Powers Reserved to Parties.** Each Party will retain the sole and absolute right, in its sole discretion, to:

a. Be a GSA individually or collectively within the Party 's boundaries;

b. Approve any portion, section or chapter of the GSP adopted by the Parties as applicable within the Party's boundaries;

c. Exercise the authorities granted to each Party as a GSA under SGMA;

d. Implement SGMA and any GSP adopted pursuant to this Agreement within its boundaries;

Notwithstanding anything to the contrary in this Agreement, this Agreement does not provide any Party the authority to undertake any activities within the geographic or service area boundaries of any of other Party pursuant to the GSP developed or adopted hereunder, unless the Parties have formally and expressly consented and agreed in writing to the activity proposed.

3.4 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 7.3 of this Agreement.

3.5 **Role of Party Agencies**. Each of the Parties agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of all Parties is required for the success of this Agreement. This support will involve the following types of actions:

a. The Parties will provide support to a Coordination Committee and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources;

b. Policy support shall be provided by the Parties to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, and other policy areas;

c. Contributions of public funds and of personnel, services, equipment or property may be made by any Parties for any of the purposes of this Agreement provided that no repayment will be made for such contributions.

3.6 **Other Officers and Employees.** To the extent the Parties, or any third party facilitating the development of the GSP, need support from employees, officers, consultants or otherwise need to hire employees, the Parties may do the following:

a. Provide that any employee of any Party with the express approval of that Party, may work on behalf of the Parties under this Agreement, and shall perform, the same various duties under the direction of the Coordination Committee as for his or her other employer in order to carry out this Agreement. This work may be completed and funded under the existing employment with one of the Parties. In the alternative, the Coordination Committee may recommend that the Parties to this Agreement enter into agreements to compensate, off-set costs, or otherwise fund the cost of the employment for work performed under this Agreement;

b. The Parties shall collectively contract or hire consultants and/or employees to perform work under this Agreement. The Parties may designate one Party to administer the contract. For each contract that will require cost sharing amongst the parties, the proposed contract will be presented to the Coordination Committee for review, and each Party must approve the contract pursuant to that Party's approval requirements. Such contracts shall be drafted in a manner to reflect that consultants hired to perform work under this Agreement are working on behalf of all the Parties and will be expected to work with the Parties on a collective basis and with each Party on an individual basis. Such contracts shall be made to be enforceable by all applicable Parties. Additionally, the contracts must include appropriate indemnity, insurance, and non-disclosures to protect all Parties. Once approved, no expansion, addition, or change to an approved scope of work in a signed contract involving and increase or decrease in compensation under the contract can be made by the contract administrator until approved by each Party pursuant to that Party's approval requirements.

ARTICLE 4: GOVERNANCE

4.1 **Coordination Committee.** The activities under this Agreement will be guided by a Coordination Committee made up of up to one (1) representative from each of the Parties. The Coordination Committee shall work collaboratively under the terms of this Agreement to develop recommendations for the technical and substantive Basin-wide issues. These recommendations shall be reached by a simple majority vote of the Coordination Committee and submitted to each Party's governing board for final approval. The governing body of each Party must approve the recommendations of the Coordination Committee prior to them becoming effective.

The Coordination Committee shall develop, but not be limited to, the following recommendations:

a. Recommend budget(s) and appropriate cost sharing for any project or program that requires funding from the Parties;

b. Recommend guidance and options for obtaining grant funding;

c. Recommend the adoption of rules, regulations, policies, and procedures related to the Agreement;

d. Recommend the approval of any contracts with consultants or subcontractors that would undertake work on behalf of the Parties and/or relate to Basin-wide issues and, if applicable, recommend the funding that each Party should contribute towards the costs of such contracts;

e. Report to the Parties respective governing boards when dispute resolution is needed to resolve an impasse or inability to make a consensus recommendation;

f. Recommend action and/or approval of a GSP.

4.2 **Dispute Resolution.** Should any controversy arise among or between the Parties concerning this Agreement, or the rights and duties of any Party under this Agreement, such a controversy shall be addressed as follows:

a. Any Party may trigger the dispute resolution process by submitting, in writing to all Parties, a request for a meeting to confer to avoid litigation ("Notice"). Within thirty (30) days after receipt of Notice, the Parties shall attempt in good faith to resolve the controversy through informal means. If the Parties cannot agree upon a resolution of the controversy within sixty (60) days from receipt of Notice, the dispute shall be submitted to mediation prior to the commencement of legal action.

b. Mediation shall be no less than a full day (unless otherwise agreed upon by the Parties) and the cost of mediation shall be paid in equal proportion among the Parties.

c. The mediator shall be either voluntarily agreed to, or, if the Parties cannot agree upon a mediator, selected by the method set forth in (i) or (ii) below:

i. Each Party shall appoint one mediator in writing. At the next meeting of the Coordination Committee, a mediator will be selected through consensus.

ii. If consensus cannot be reached to select a mediator, at the meeting of the Coordination Committee, one member shall randomly select the name of one mediator from a container containing the nine names submitted.

iii. If the nine Parties do not voluntarily agree in writing to the randomly selected mediator, then the mediator shall be appointed by the Superior Court upon motion for appointment of a neutral mediator.

d. Should the mediation process described above not provide a final resolution to the controversy raised, any Party may pursue any judicial or administrative remedies otherwise available. However, notwithstanding this Section 4.2, a Party may seek a preliminary injunction or other interlocutory judicial relief prior to completion of the mediation if necessary to avoid irreparable damage or to preserve the status quo.

e. The dispute resolution requirement may be pursued concurrent with litigation, if litigation must be filed first to avoid time-bar of a statute of limitations or similar time limit, or if immediate injunctive relief if needed.

ARTICLE 5: EXCHANGE OF DATA AND INFORMATION

5.1 **Exchange of Information.** The Parties acknowledge and recognize pursuant to this Agreement and SGMA, the Parties will need to exchange information amongst and between the Parties and the Parties' consultants.

5.2 **Procedure for Exchange of Information.** The Parties may exchange information through collaboration and/or informal requests made at the Coordination Committee level or through working/stakeholder subcommittees designated by the Coordination Committee. To the extent it is necessary to make a written request for

information to other Parties, the following protocols shall be followed: Each of the Parties shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this agreement.

5.3 Non-Disclosure of Confidential Information.

a. The Parties acknowledge that, in connection with their mutual activities under this Agreement, each of them may share sensitive and/or confidential information with the other Parties. To the fullest extent permitted by law, including but not limited to the Public Records Act, California Government Code Section 6250 *et seq*., each of the Parties shall maintain any information, documents or materials shared by the other Parties or mutually developed pursuant this Agreement, in confidence, and shall not voluntarily provide or reveal such information, documents or materials to any third party. If any Party receives a request or order from a third party that the receiving Party believes requires it to disclose any such information, documents or materials, the receiving party shall (i) immediately notify the other Parties in writing and provide them with a copy of such request or order, (ii) defer any disclosure of such information, documents or material for as long as legally permitted and (iii) cooperate with any other Party that wishes to pursue an order preventing the disclosure of such information, documents or materials.

b. The Parties further acknowledge and agree that, unless otherwise required by law, any documents, data or material designed as "DRAFT" that is shared with other Parties to this Agreement (1) shall remain confidential; (2) will not be made final or shared with third parties (other than employees or consultants of that Party with a need to know); and (3) shall be used only for the purposes set forth in this Agreement.

c. If there is a breach or threatened breach of any provision of this Section 5.3, it is agreed and understood that the non-breaching Party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

5.4 **Model(s).** The Parties will collectively adopt a single water resources model for purposes of preparing the GSP. Any Party may utilize the model for investigative runs, however, only runs made with assumptions and changes approved by the Parties will be accepted as official for inclusion within the GSP. The approved model will be located at Sutter County until a future location is agreed upon by the Parties. All Parties shall receive copies of the model and shall have access to the model at Sutter County during normal business hours.

ARTICLE 6: FINANCIAL PROVISIONS

6.1 **Contributions and Expenses.** Each of the Parties shall be responsible to fund its participation in this Agreement. Funding outside costs, such as consultants, projects, or other Basin-wide activities shall be determined separately for each project. For any such Basin-wide project, the Coordination Committee shall develop a scope of work and recommend a cost allocation for each of the Parties that would need to be approved by a Party' s governing board before it is binding on that Party.

6.2 **Funding Responsibilities.** Each Party will be solely responsible for raising funds for payment of that Party's share of operating and administrative costs. The obligation of each of the Parties to make payments under the terms and provision of this Agreement is an individual and several obligation and not a joint obligation with those of the other Parties. Each of the Parties shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Party shall be precluded from independently pursuing any of the activities

contemplated in this Agreement. No Party shall be the agent or have the right or power to bind any other Parties without such Party's express written consent, except as expressly provided in this Agreement.

6.3 **Alternate Funding Sources**. The Parties may secure contributions of grant funding, state, federal, or other funding as funding or a portion of funding for projects between the Parties.

ARTICLE 7: CHANGES IN PURPOSE, PARTICIPATION, WITHDRAWAL AND TERMINATION

7.1 **Changes in Purpose.** This Agreement shall remain in place and all applicable provisions shall remain in effect in the event the Parties determine it is not possible to develop a single GSP pursuant to this Agreement. In that instance, the Parties may develop separate, multiple GSPs, but agree that they will work together to amend this Agreement and utilize this Agreement and the Coordination Committee to meet the requirements of SGMA to utilize the same data and consistent methodologies as required by SGMA, coordinate implementation of the GSPs, and work together as necessary to comply with SGMA. Under those circumstances, this Agreement, as amended, shall constitute the Coordination Agreement required by SGMA.

7.2 **Noncompliance.** In the event any Party (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the compliance with SGMA and/or achieving sustainable groundwater management, as determined through mediation or by the Coordination Committee, the Party or Parties alleging non-compliance shall provide written notice summarizing the nature of non-compliance. Further, the non-compliant Party agrees to make best efforts to resolve or remedy any such non-compliance. Such actions may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to "undesirable results" under SGMA.

7.3 Withdrawal and Termination.

a. A Party may, in its sole discretion, unilaterally withdraw from this Agreement, effective upon ninety (90) days prior written notice to the governing boards of the other Parties, provided that (1) the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred while a Party to the Agreement and (2) the withdrawing Party agrees to take all actions after termination to remain in full compliance with SGMA. The withdrawing Parties will not be responsible for its proportional share of any future obligation or liability after the written notice of termination has been given to the governing boards of the other Parties. Thereafter, the withdrawing Party shall not be responsible for any obligations or liabilities incurred by the remaining Parties. In the event the withdrawing Parties have any rights in any property or have incurred obligations, the Parties may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Parties. This Agreement shall remain in effect for the non-withdrawing parties after the withdrawal of a party.

b. This Agreement may be terminated by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement. However, in the event of termination each of the Parties will remain responsible for its proportionate share of all debts, liabilities and obligations incurred prior to the effective date of termination.

7.4 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the Coordination Committee shall recommend the Parties distribute the assets between the successor entity and the Parties in proportion to how the assets were provided.

7.5 **Use of Data**. Upon withdrawal, any Party shall be entitled to use any data or other information developed during its time as a Party to the Agreement. Further, should a Party withdraw after completion of the GSP, the withdrawing Party shall be entitled to rely on and utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Indemnification.

a. Each of the Parties shall hold harmless, defend and indemnify the other Parties, and their agents, officers and employees, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Agreement to the extent of their respective cost share allocation.

b. The indemnification obligation set forth in Section 8.1.a shall exclude actions or claims alleged to have occurred in full, or in part , as a result of active negligence by any indemnified Party, its officers, agents or employees and except for actions or claims alleging dangerous conditions of public property that arise out of the acts or failure to act by the indemnified Party, its officers, agents or employees which are not created by an indemnifying Party.

c. The indemnification provisions contained in this Section include, but are not limited to, violation of applicable law, ordinance, regulation or rule, where the claim, loss, damage, charge or expense was caused by negligent, accidental or inadvertent acts of any Party, or any of their agents, officers, or employees or their performance under the terms of this Agreement.

d. It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party 's negligence.

e. Each Party shall establish procedures to notify the other Parties, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this Section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement.

f. The indemnification obligations of this Section shall continue beyond the Term of this Agreement as to any acts or omissions occurring during this Agreement. The duty to indemnify set forth herein shall extend only to that period of time prior to a Party's withdrawal.

8.2 **Liability of Coordination Committee**. Each Party must defend, indemnify and hold harmless the other Parties from any claims, damages, injuries, losses or liabilities arising from the actions of their employees or agents taken within the scope of the authority of this Agreement.

8.3 **Amendments.** This Agreement may be amended from time to time by a unanimous vote of the Parties' respective governing boards.

8.4 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a unanimous vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and Assigns of the Parties hereto.

8.5 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

If to Sutter County Groundwater Sustainability Agency:

Guadalupe Rivera
Sutter County
1130 Civic Center Blvd.
Yuba City, CA 95993
Phone: 530.822.7400
Email: GRivrea@co.sutter.ca.us

If to Butte Water District Groundwater Sustainability Agency:

Mark Orme
Butte Water District
735 Virginia St
Gridley, CA 95948
Phone: 530.846.3100
Email: MOrme@buttewater.net

If to City of Live Oak Groundwater Sustainability Agency:

Nicole Rosser
City of Live Oak
1129 D Street
P.O. Box A
Marysville, CA 95901
Phone: 530.742.5982
Email: NDelerio@yubasutterlaw.com

If to Sutter Extension Water District Groundwater Sustainability Agency:

Lynn Phillips
Sutter Extension Water District
4525 Franklin Rd.
Yuba City, CA 95993
Phone: 530.870.1712
Email: LPhillips@sutterewd.com

If to Sutter Community Services District Groundwater Sustainability Agency:

Leland Correll
Sutter Community Services District
P.O. Box 710
Sutter, CA 95982
Phone: 530.755.1733
Email: Sutterwater@aol.com

If to City of Yuba City Groundwater Sustainability Agency:

Katherine Willis
City of Yuba City WWTF
302 Burns Drive
Yuba City, CA 95991
Phone: 530.645.6346
Email: kwillis@yubacity.net

If to Reclamation District 70 Groundwater Sustainability Agency:

Andy Duffey
General Manager
Reclamation District 70
P.O. Box 129
Meridian, CA 95957
Email: aduffey@succeed.net

If to Reclamation District 1660 Groundwater Sustainability Agency:

Andy Duffey
General Manager
Reclamation District 1660
P.O. Box 35
Meridian, CA 95957
Email: aduffey@succeed.com

If to Reclamation District 1500 Groundwater Sustainability Agency:

Brad Mattson
General Manager
Reclamation District 1500
P.O. Box 96
Robbins, CA 95676
Phone: 530.738.4423
Email: Brad@sutterbasinwater.com

8.6 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.7 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.8 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.9 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

8.10 **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each of the Parties has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Parties shall not apply in the construction or interpretation of this Agreement.

8.11 **Entire Agreement**. This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the last date written beside each Party representative's signature.

Sutter County Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

Butte Water District Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

City of Live Oak Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

Sutter Extension Water District Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

Sutter Community Services District Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

City of Yuba City Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

Reclamation District 70 Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

Reclamation District 1660 Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

Reclamation District 1500 Groundwater Sustainability Agency

By:_____ Date:_____

Name:_____

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 3, 2021

Title: Council Discussion and Possible Action to Approve a Memorandum of Agreement (MOA) to Provide for Funding of a Groundwater Sustainability Plan in the Sutter Subbasin in Accordance with the Requirements of the Sustainable Groundwater Management Act (SGMA)

Contact Information: (Scott Rolls, City Engineer)

Location: City-wide

Background: On September 16, 2014, the SGMA was signed by Governor Jerry Brown to address state-wide groundwater management issues. The law became effective January 1, 2015. This legislation has now become the driving force behind groundwater management in the State. The development of sustainable groundwater management plans, their implementation, compliance requirements (data collection), and reporting will now dictate all local and regional efforts pertaining to groundwater resources management.

SGMA provides a framework for the creation of Groundwater Sustainability Agencies (GSA) that are given broad powers to develop, implement and enforce Groundwater Sustainability Plans (GSP). Specific timelines for creating the GSA and developing/implementing the GSP are provided in the legislation, as well as reporting requirements to demonstrate compliance. The plans must include monitoring and management of the groundwater basin(s) over a 50-year planning time period, and the GSP must articulate measurable objectives to be achieved every five years.

The SGMA allows a local public agency, or combination of agencies, to be a GSA for the purpose of developing and implementing a GSP for a particular groundwater basin or subbasin. The recently modified Sutter Subbasin is underneath the City of Live Oak, which qualifies the City of Live Oak to be a GSA for the Subbasin. Local public agencies eligible to be part of a GSA must have either water supply, water management, or land use responsibilities. Local public agencies intending to be a GSA for all, or a portion, of a basin were required to notify the Department of Water Resources by June 30, 2017.

If a GSA is not formed, the local County becomes the default GSA under the legislation. SB 13 signed into law on September 4, 2015, also authorizes a

mutual water company to participate in a GSA and would provide that a water corporation or a mutual water company may participate through a MOA or other legal agreement.

Local agencies have options on how they may structure their GSA. A local public agency or combination of agencies may establish a GSA. For example, each water district, city, and county could designate itself as a GSA and be responsible for their own portion of the basin; or they could join together using a joint powers authority or memorandum of understanding submitting one GSP for all of the basin.

A basin covered by more than one GSA must have a "Coordinated Agreement" where the agencies must coordinate and utilize the same data and methodologies (e.g., groundwater elevation data, groundwater extraction data, surface water supply, water use, change in groundwater storage, water budget, and sustainable yield) for their GSP. Basins could be covered by a single GSP submitted by one agency, a single GSP submitted by multiple agencies, or multiple GSPs submitted by multiple agencies. Groundwater basins are not in compliance until all the GSPs are submitted, representing the geographic coverage of the entire basin.

The SGMA requires both groundwater and land use agencies to review and consider each other's GSP and to coordinate land use and water management with the intent that land use decisions should be taken into consideration in the need to achieve sustainable groundwater targets. To achieve sustainable basin targets, the GSA has a broad set of optional authorities available. For example, they may conduct investigations into the need for groundwater management and water rights, and conduct inspections. They may oversee water management projects such as groundwater recharge, waste water reclamation, water purchases, and programs to voluntarily fallow agricultural land. A GSA may collect groundwater pumping information by requiring the registration of wells, metering of well extraction, and reporting of annual groundwater extractions.

Implementing an appropriate management structure, that is responsive to local interests, is a critical consideration to successful implementation of SGMA. The City of Live Oak is a stakeholder for the water that is underneath the City within the Sutter Subbasin and the City Council elected to become an exclusive GSA in November of 2015. The City of Yuba City, Butte Water District, Sutter Extension Water District, Reclamation Districts No. 70, 1500, and 1660, Sutter Community Services District, and the County of Sutter are other agencies within the Sutter Subbasin that have elected to become GSAs. These GSAs intend to cooperatively produce a single GSP to manage the subbasin groundwater.

The County of Sutter has secured a Proposition 1 grant for preparation of the GSP and has selected Woodard and Curren to prepare the plan. The local stakeholder funding responsibility is $107,664 plus a $53,000 contingency, to be shared by the participating stakeholders. There are 23 participating stakeholders, nine of which are GSAs. An MOA has been developed to

	establish the funding obligations of each of the GSAs and a separate MOA has been developed to establish the funding obligations of each of the non-GSAs. As Exhibit B of the MOA indicates, the City of Live Oak GSA is responsible for a cost share of $460.07 with a potential contingency cost share of $226.48. The MOA, attached to this staff report as Attachment A, has been reviewed and approved by the City Attorney.
Fiscal Impacts:	The City's funding responsibility is $686.55. The funds will come from Fund 12.
Recommendation:	1) Approve the MOA Regarding Funding Commitments For Development Of A Groundwater Sustainability Plan For The Sutter Groundwater Subbasin; and 2) Direct the City Manager to execute the MOA.

Attachments:

Sutter Subbasin GSAs Finance MOA with Exhibits

MEMORANDUM OF AGREEMENT
REGARDING FUNDING COMMITMENTS FOR DEVELOPMENT
OF A GROUNDWATER SUSTAINABILITY PLAN FOR
THE SUTTER GROUNDWATER SUBBASIN

THIS AGREEMENT is entered into and effective this_____ day of _____ _____, 20___ ("Effective Date") by and between Sutter County Groundwater Sustainability Agency (GSA), Butte Water District GSA, City of Live Oak GSA, Sutter Extension Water District GSA, Sutter Community Services District GSA, City of Yuba City GSA, Reclamation District (RD) 70 GSA, RD 1660 GSA, and RD 1500 GSA (all hereafter known individually as a "Party" and collectively as "Parties").

RECITALS

WHEREAS, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in Senate Bills 1168 and 1319, and Assembly Bill 1739. Collectively, these bills, as subsequently amended, enacted the "Sustainable Groundwater Management Act" ("SGMA"). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and

WHEREAS, the legislative intent of SGMA is to provide sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, SGMA also requires that by January 31, 2022, all high- or medium-priority basins that are not subject to critical conditions of overdraft shall be managed under a single Groundwater Sustainability Plan ("GSP"), or coordinated GSPs covering the entire basin, or an alternative plan, as provided in Cal. Water Code Section 10720.7(a); and

WHEREAS, each of the Parties is, or is representing, a designated Groundwater Sustainability Agency (GSA) overlying the Sacramento Valley Groundwater Basin, Sutter Subbasin ("Basin") identified in California Department of Water Resources' ("DWR") Bulletin 118 as Basin No. 5-21.62 (**Exhibit A**); and

WHEREAS, each of the Parties has confirmed its desire to develop a single GSP covering the Basin; and

WHEREAS, <insert information on any other agreements as needed, e.g., a Party delegating activities, certain Parties representing other agencies as their administrative representative, etc, as applicable>; and

WHEREAS, each of the Parties authorized the submission of an application by Sutter County for funding from the DWR Sustainable Groundwater Management Grant Program to complete the GSP; and

WHEREAS, the Sutter Subbasin was awarded grant funding under DWR Grant Agreement No. 4600013482 for the development of a GSP and associated activities needed for SGMA compliance; and

WHEREAS, each of the Parties committed to providing direct contributions for required local cost share from the grant; and

WHEREAS, DWR has awarded a grant to Sutter County on behalf of all Parties for completion of the scope of work for GSP development in the Basin; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I: PURPOSE AND TERM OF AGREEMENT

A. The purpose of this Agreement is to provide a mechanism for identifying and collecting the funds necessary for all activities required for the development and submission of a GSP covering the Basin by January 31, 2022.

B. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article III, Section B of this Agreement.

ARTICLE II: GSP DEVELOPMENT FUNDING

A. The Parties acknowledge and agree that each has made a commitment to funding its portion of the required local cost share for the DWR grant award.

B. The combined direct contribution of all Subbasin GSA and non-GSA funding contributors towards GSP development shall not exceed $107,664 plus the contingency budget of $53,000.

C. The Parties also acknowledge and agree that funding will be provided by each Party as described in the Funding Plan to this Agreement (See **Exhibit B**) ("Funding Plan"). The combined direct contribution of the GSA Parties shall not exceed $91,475.70 plus the contingency budget amount specified in **Exhibit B**. In no event will a Party be obligated or liable for a contribution exceeding the Party's maximum contribution specified in the Funding Plan. Sutter County will submit initial invoices upon execution of this Agreement.

D. The GSA Parties acknowledge the need to establish an aggregate contingency budget of up to $53,000 as described in the Funding Plan. Any future use of any portion of the contingency budget shall be approved in advance by a unanimous vote of the Parties at a Sutter Subbasin Groundwater Management Committee meeting. Upon approval of the use of the contingency budget, Sutter County will invoice the Parties to collect the agreed upon contingency amount.

ARTICLE III: AMENDMENT, WITHDRAWAL AND TERMINATION

A. Amendment. This Agreement may be amended from time to time by written agreement executed by all Parties.

B. Withdrawal of Parties. Any Party may, in its sole discretion, unilaterally withdraw from participation in this Agreement effective upon sixty (60) days' prior written notice to the other Parties; provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred in accordance with this Agreement and existing as of the effective date of the withdrawal. Withdrawal of one or more Parties shall not cause termination of this Agreement so long as two or more Parties remain parties to this Agreement.

C. Termination of Agreement. This Agreement may be terminated by written Agreement of all Parties that remain parties to this Agreement. However, in the event of termination each of the Parties that is a party to this Agreement as of the effective date of termination will remain responsible for its proportionate share of any obligation or liability duly incurred in accordance with this Agreement and existing as of the effective date of termination. Upon termination, any collected funds remaining shall be used to pay any outstanding obligations and liabilities and then returned proportionately to the remaining parties.

ARTICLE IV: GENERAL PROVISIONS

A. Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the approval of the non- assigning Party. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

B. Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

If to Sutter County Groundwater Sustainability Agency:

Guadalupe Rivera
Sutter County
1130 Civic Center Blvd.
Yuba City, CA 95993
Phone: 530.822.7400
Email: GRivrea@co.sutter.ca.us

If to Butte Water District Groundwater Sustainability Agency:

Mark Orme
Butte Water District
735 Virginia St
Gridley, CA 95948
Phone: 530.846.3100
Email: MOrme@buttewater.net

If to City of Live Oak Groundwater Sustainability Agency:

Nicole Rosser
City of Live Oak
1129 D Street
P.O. Box A
Marysville, CA 95901
Phone: 530.742.5982
Email: NDelerio@yubasutterlaw.com

If to Sutter Extension Water District Groundwater Sustainability Agency:

Lynn Phillips
Sutter Extension Water District
4525 Franklin Rd.
Yuba City, CA 95993
Phone: 530.870.1712
Email: LPhillips@sutterewd.com

If to Sutter Community Services District Groundwater Sustainability Agency:

Leland Correll
Sutter Community Services District
P.O. Box 710
Sutter, CA 95982
Phone: 530.755.1733
Email: Sutterwater@aol.com

If to City of Yuba City Groundwater Sustainability Agency:

Katherine Willis
City of Yuba City WWTF
302 Burns Drive
Yuba City, CA 95991
Phone: 530.645-6346
Email: kwillis@yubacity.net

If to Reclamation District 70 Groundwater Sustainability Agency:

Andy Duffey
General Manager
Reclamation District 70
P.O. Box 129
Meridian, CA 95957
Email: aduffey@succeed.net

If to Reclamation District 1660 Groundwater Sustainability Agency:

Andy Duffey
General Manager
Reclamation District 1660
P.O. Box 35
Meridian, CA 95957
Email: aduffey@succeed.net

If to Reclamation District 1500 Groundwater Sustainability Agency:

Brad Mattson
General Manager
Reclamation District 1500
P.O. Box 96
Robbins CA 95676
Phone: 530.738.4423
Email: Brad@sutterbasinwater.com

C. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

D. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sacramento, California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

F. Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of

the rights or obligations of the Parties to this Agreement.

G. Construction and Interpretation. This Agreement has been arrived at through negotiation and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

H. Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

I. Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third Party beneficiary.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above-written.

Sutter County GSA

Signature_____

Printed Name_____

Title_____

Date_____

Butte Water District GSA

Signature_____

Printed Name_____

Title_____

Date_____

City of Live Oak GSA

Signature_____

Printed Name_____

Title_____

Date_____

Sutter Extension Water District GSA

Signature_____

Printed Name_____

Title_____

Date_____

Sutter Community Services District GSA

Signature_____

Printed Name_____

Title_____

Date_____

Reclamation District 70 GSA

Signature_____

Printed Name_____

Title_____

Date_____

Reclamation District 1660 GSA

Signature_____

Printed Name_____

Title_____

Date_____

Reclamation District 1500 GSA

Signature_____

Printed Name_____

Title_____

Date_____

EXHIBIT A: MAP OF WATER DISTRICTS, PURVEYORS, AND WATER COMPANIES

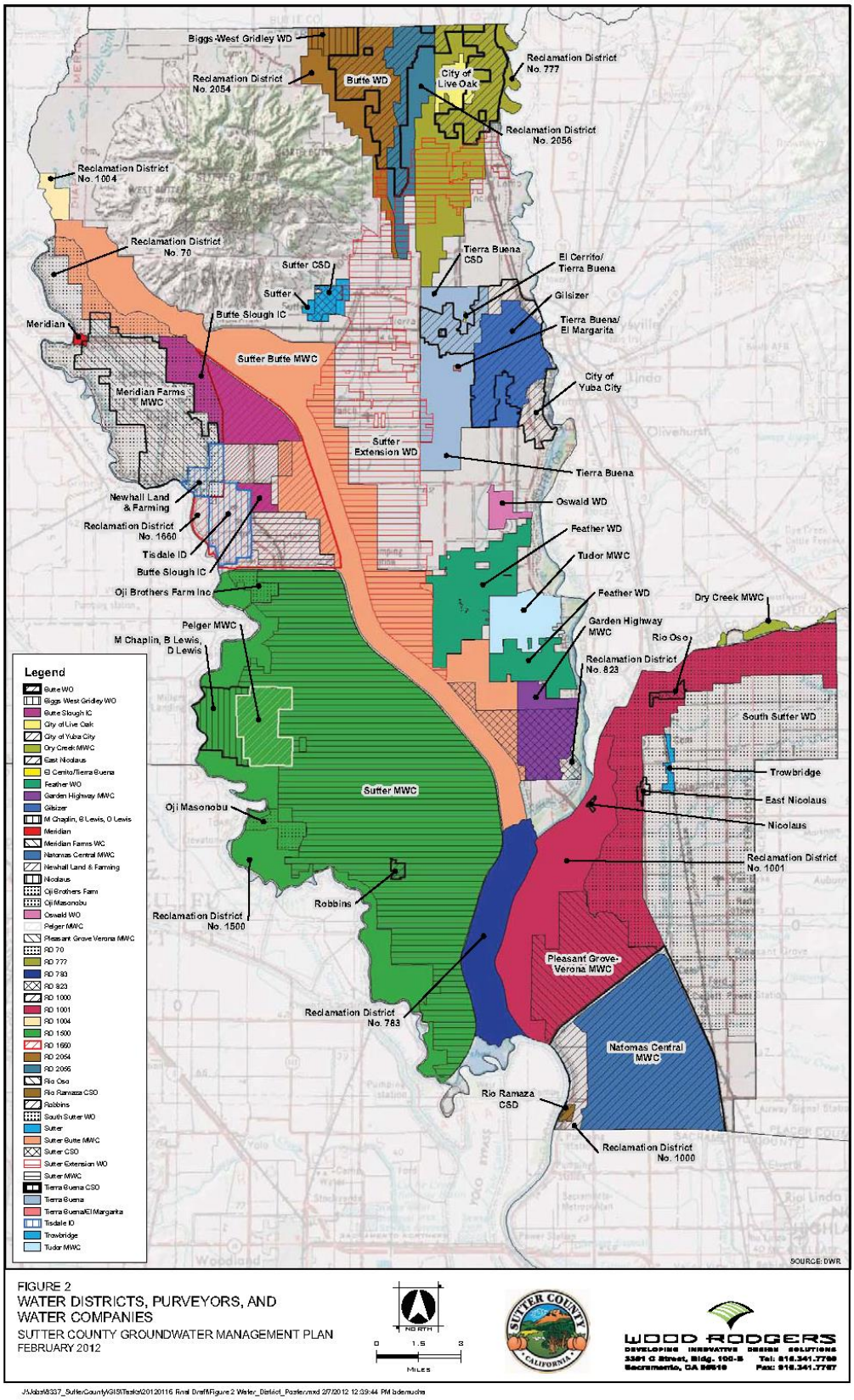


FIGURE 2
WATER DISTRICTS, PURVEYORS, AND WATER COMPANIES
SUTTER COUNTY GROUNDWATER MANAGEMENT PLAN
FEBRUARY 2012

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EXHIBIT B: FUNDING DISTRBUTION FOR SUTTER SUBBASIN GSP DEVELOPMENT

Funding Contributor	**Percent Contribution**	**Cost Share of $107,664**	**Contingency Cost Share of $53,000**
Sutter County GSA	30.087%	$32,392.61	$15,945.98
Butte Water District GSA	4.563%	$4,912.66	$2,418.37
City of Live Oak GSA	0.427%	$460.07	$226.48
Sutter Extension Water District GSA	10.542%	$11,349.85	$5,587.22
Sutter Community Services District GSA	0.176%	$189.61	$93.34
City of Yuba City GSA	2.804%	$3,018.47	$1,485.91
Reclamation District 70 GSA	7.332%	$7,893.52	$3,885.76
Reclamation District 1660 GSA	5.361%	$5,771.72	$2,841.26
Reclamation District 1500 GSA	23.673%	$25,487.19	$12,546.64

GSA – Groundwater Sustainability Agency