

## **Appendix A: Implementation MOA**

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# **NORTH AMERICAN SUBBASIN GROUNDWATER SUSTAINABILITY PLAN**

## **APPENDIX A Implementation Memorandum of Agreement**

**December 2021**

**MEMORANDUM OF AGREEMENT  
REGARDING COORDINATION BETWEEN GROUNDWATER SUSTAINABILITY AGENCIES  
AND IMPLEMENTATION OF THE GROUNDWATER SUSTAINABILITY PLAN FOR THE  
NORTH AMERICAN SUBBASIN**

**THIS MEMORANDUM OF AGREEMENT** (MOA or Agreement) is entered into and effective this 11th day of January, 2022 (Effective Date) by and among the City of Lincoln, the City of Roseville, the County of Placer, the County of Sutter, the Natomas Central Mutual Water Company, the Placer County Water Agency, the Reclamation District 1001, the Sacramento Groundwater Authority, and the South Sutter Water District (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 SB 1168, SB 1319, and AB 1739. Collectively, those bills, as subsequently amended in later years, 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**, SGMA requires "sustainable groundwater management "for all groundwater basins and requires "sustainable groundwater management" via a Groundwater Sustainability Plan (GSP) for all groundwater basins or subbasins that are designated as high-priority or medium-priority basins by the California Department of Water Resources (DWR) in its' report entitled "California's Groundwater: Bulletin 118"; and

**Whereas**, the North American Subbasin (NASb) of the Sacramento Valley Groundwater Basin, DWR Basin No. 5-21.64, has been designated as a high priority subbasin in Bulletin 118; and

**Whereas**, the following Groundwater Sustainability Agencies (GSAs) collectively cover under their respective jurisdictions, the entire NASb; Reclamation District 1001; Sacramento Groundwater Authority; South Sutter Water District; County of Sutter (consisting of the County of Sutter and the Natomas Central Mutual Water Company); and West Placer GSA (consisting of the City of Lincoln, the City of

Roseville, the County of Placer, the Nevada Irrigation District and the Placer County Water Agency); and

**Whereas**, the Nevada Irrigation District Board of Directors took action on November 10, 2021] to formally withdraw from the West Placer GSA thereby removing them as a Party to this Agreement; and

**Whereas**, the California American Water Company and the Golden State Water Company are participants, as defined by SGMA, in certain GSAs overlying the NASb; and

**Whereas**, the GSAs overlying the NASb have jointly prepared a single Groundwater Sustainability Plan (GSP) to cover the entire NASb, and each Party plans to adopt the GSP to ensure continued sustainable management of the basin; and

**Whereas**, it is the desire of the Parties to coordinate on the development and long-term implementation of the GSP for the NASb; and

**Whereas**, the Parties seek to memorialize the terms and conditions of the development and long-term coordination of the GSP and long term SGMA coordination through this Memorandum of Agreement.

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

- I. **DEFINITIONS.** As used in this Agreement, the meaning of the terms hereinafter set forth shall be as follows:
  - A. **"Agreement"** shall mean this Memorandum of Agreement Regarding Coordination Between Groundwater Sustainability Agencies and Implementation of the Groundwater Sustainability Plan for the North American Subbasin.
  - B. **"Annual Budget" or "Budget"** means the budget provided for in this Agreement.

- C. **"California Public Records Act"** shall mean California Government Code section 6250, *et seq.*
- D. **"Contracting Entity"** shall mean the Party appointed from time to time by agreement of a majority of the NASb GSA Representatives in the manner set forth in this Agreement, who is authorized to collect funds annually from the approved budgets from each Party and contract with service providers for common GSP activities, including monitoring, analysis, and reporting, as well as implementation of Projects and Management Actions.
- E. **"Coordination Committee"** shall mean, the five-member committee organized to oversee GSP implementation and SGMA compliance for the NASb.
- F. **"Data Management System" or "DMS"** shall mean a system that is capable of storing and reporting information relevant to the development or implementation of the GSP and monitoring of the subbasin as defined by the GSP Regulations (California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2).
- G. **"Day" or "Days"** shall mean calendar day.
- H. **"Fiscal and Contracting Entity"** shall mean either the GSP Administrator or GSP Coordinator while acting from their home agency to perform financial accounting and contracting duties on behalf of the NASb GSAs.
- I. **"Fiscal Year"** shall mean the term to which the Annual Budget applies from July 1 through June 30.
- J. **"Funds"** means funds received by the Fiscal and Contracting Entity from the Parties, or any other source for use in carrying out the purposes of this Agreement.
- K. **"Groundwater Sustainability Agency" or "GSA"** shall mean an agency or combination of local agencies authorized by SGMA to regulate a portion of

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a groundwater subbasin cooperatively with all other Groundwater Sustainability Agencies formed in a subbasin, in compliance with SGMA.

- L. **"Groundwater Sustainability Plan" or "GSP"** shall have the definition set forth in SGMA.
- M. **"GSP Coordinator"** shall mean a Coordination Committee Primary or Alternate Representative appointed from time to time by agreement of a majority of the NASb GSA Representatives, in the manner set forth in this Agreement, who is authorized to administer the activities contemplated by this Agreement. Generally, the nature of this position is technical coordination.
- N. **"GSP Administrator"** shall mean a Coordination Committee Primary Representative appointed from time to time by agreement of a majority of the NASb GSA Representatives, in the manner set forth in this Agreement, who is authorized to coordinate the activities contemplated by this Agreement. Generally, the nature of this position is administrative including meeting coordination and documentation.
- O. **"GSP Managers"** shall mean, collectively, the GSP Coordinator and the GSP Administrator.
- P. **"GSP Plan Manager"** shall mean a Coordination Committee Primary or Alternate Representative appointed as GSP Plan Manager, as defined in SGMA, as part of this MOA and by the NASb GSAs from time to time by agreement of a majority of the NASb GSA Representatives. The GSP Plan Manager may also serve as the GSP Coordinator or the GSP Administrator. Generally, the duty of this position is to submit required documents to and be the point of contact with the DWR.
- Q. **"Management Action"** shall have the definition set forth in SGMA.
- R. **"NASb" or "Subbasin"** as used in this Agreement shall mean the North American Subbasin of the Sacramento Valley Groundwater Basin, DWR Basin No. 5-21.64 as its boundaries may be modified from time to time in accordance with California Water Code section 10722.2.

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- S. **“NASb GSAs”** as used in this Agreement shall mean the GSAs formed in the North American Subbasin consisting of the Reclamation District 1001 GSA; the Sacramento Groundwater Authority GSA; the South Sutter Water District GSA; the Sutter County GSA; and the West Placer GSA.
- T. **“NASb GSA Representative” or “Representative”** shall mean the staff member (and/or alternates), designated from time to time by each NASb GSA, who is authorized to take actions under this Agreement to the extent permitted, until such time as the NASb GSA notifies the GSP Administrator and the other Parties of a change in its NASb GSA Representative.
- U. **“Party” or “Parties”** shall mean the entities listed in the Preamble to this Agreement.
- V. **“Project”** shall mean projects defined in the GSP and projects proposed by the Parties to this Agreement following adoption of the GSP.
- W. **“SGMA”** shall mean the Sustainable Groundwater Management Act 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.
- X. **“Super Majority”** shall mean a vote of four-fifths (4/5) of the Coordination Committee representatives voting on an item.
- Y. **“Undesirable Results”** shall mean one or more of the following effects as defined in SGMA, caused by groundwater conditions occurring throughout the basin: (NASb specific measures can be found in the GSP):
1. Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon. Overdraft during a period of drought is not sufficient to establish a chronic lowering of groundwater levels if extractions and groundwater recharge are managed as necessary to ensure that reductions in groundwater levels or storage during a period of drought are offset by increases in groundwater levels or storage during other periods.

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2. Significant and unreasonable reduction of groundwater storage.
3. Significant and unreasonable seawater intrusion.
4. Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies.
5. Significant and unreasonable land subsidence that substantially interferes with surface land uses.
6. Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water.

## II. PURPOSE AND TERM

- A. **Compliance with SGMA.** The purpose of this Agreement is to ensure that: (i) the NASb GSAs, including the members of each NASb GSA, are appropriately coordinated to achieve sustainable management of the basin; (ii) the NASb remains under the coordinated local management of the GSAs and does not become a “probationary” basin as defined by SGMA; and (iii) the NASb GSAs consistently implement the NASb GSP and any subsequent amendments or updates to the GSP as required by SGMA or as otherwise made by the NASb GSAs.
- B. **Responsibilities of Parties.** The Parties agree that by executing this Agreement, they are committing to the other Parties to carry out the actions specified in this Agreement in good faith, and in a manner consistent with their individual responsibilities to comply with the California Sustainable Groundwater Management Act of 2014 (“SGMA”).
- C. **Agreement Term.** This Agreement shall remain in effect until amended or terminated by the Parties as provided herein.

## III. ORGANIZING PRINCIPLES

- A. **Obligation to Coordinate.**
  1. The Parties shall strive to provide for, in addition to the interests of GSAs, the interests of all legal users and stakeholders of groundwater within the NASb. To that end, the Parties intend to update and seek input from the public and other interested stakeholders as part of the NASb GSP implementation and SGMA compliance.



2. The Parties shall consider the interests of all beneficial users and uses of groundwater within the NASb, GSA member agencies, and members of the general public. To that end, the Parties intend to update and seek input from the public and other interested stakeholders as part of the NASb GSP implementation and SGMA compliance.
3. Those Parties with land use authorities shall communicate with and inform other Parties of potential land use decisions as they may relate to the GSP and the intended objectives of SGMA.
4. The Parties will share with each other information that is relevant to GSP implementation and SGMA compliance as provide herein.

**B. Obligation to Fund Common Activities, Projects, and Management Actions.**

The Parties agree to fund common activities that are approved in accordance with this Agreement, to achieve the sustainability goals for the NASb, as may be amended from time to time, and to meet the requirements of SGMA. Common activities include, but are not limited to, monitoring, analysis, and reporting of groundwater conditions and implementation of projects or actions determined necessary for sustainability. For planning and budgeting purposes, anticipated common activities will be estimated over a five-year period for each five-year period leading up to the required GSP updates due to DWR by January 31 of, 2027, 2032, 2037 and 2042. The Parties agree that this Agreement constitutes a binding commitment to fund the approved five-year costs presented and approved, by all Parties, at the beginning of each five-year period.

Individual NASb GSAs will have an obligation to fund approved and required projects or management actions determined necessary by actual measured “Undesirable Results” conditions to mitigate Undesirable Results from discretionary projects or actions (or inactions) taken by them or by their GSA members to ensure the sustainable management criteria are met in compliance with SGMA.

**C. Duties of Individual Parties.**

1. Each Party agrees to individually undertake activities and actions to carry out SGMA, in accordance with the terms of the GSP, within their respective GSA boundaries in the NASb. Each Party, or the GSA that Party is a member of, is individually responsible to make decisions consistent with the GSP and to fund and implement activities, plans, or decisions necessary to prevent Undesirable Results within their respective GSA.
2. Each Party shall appoint and authorize one Primary Representative and one Alternate to participate in coordination functions as described herein, and to facilitate reasonably timely and informed input and direction to the Coordination Committee and the GSP Managers.
3. By execution of this Agreement, each Party confirms the authority of its Primary Representative or Alternate to provide input and direction to the Coordination Committee and the GSP Managers on behalf of that Party, and each Party understands that the Coordination Committee and the GSP Managers may undertake further consideration or conduct further analysis on the basis of that input and direction.
4. Each Party shall work cooperatively and in good faith with other Parties within their respective GSA boundaries to manage local groundwater to meet Sustainability Criteria as established and defined within the NASb GSP and to investigate, and address if applicable, Undesirable Results as defined within the NASb GSP.
5. Parties with land use authorities shall work in good faith when making land use decisions to do so in a manner consistent with the GSP and shall seek to achieve the intended objectives of SGMA within the NASb.

#### **IV. GOVERNANCE**

##### **A. NASb Coordination Committee.**

1. **Purpose.** The purpose of the NASb Coordination Committee is to oversee GSP implementation and SGMA compliance for the NASb.

2. **Representatives.** Each GSA shall appoint a Primary representative from the staff level to the Coordination Committee. Each GSA shall also appoint an Alternate representative, from the staff level, to serve in the place of Primary representative should the Primary representative be unavailable to attend a Coordination Committee meeting(s). Each NASb GSA Representative and Alternate will serve at the pleasure of the appointing Party. There will be no limit on the term of participation.
3. **Engagement** Each GSA agrees to use best efforts to ensure at least one of its NASb GSA Representatives attend Coordination Committee meetings. If a NASb GSA is not represented by at least one of its NASb GSA representatives at more than two consecutive meetings, the GSP Administrator may request the GSA appoint a new representative(s).
4. **Meeting Frequency.** The NASb Coordination Committee will strive to meet at least quarterly of each calendar year but may meet more or less frequently as otherwise determined by the Coordination Committee. Meetings of the Coordination Committee are not public meetings unless specifically advertised as public by the Coordination Committee and as provided below.

The NASb Coordination Committee will hold at least one annual public meeting to inform and update stakeholders on NASb activities and basin wide conditions. Nothing within this Agreement precludes the Coordination Committee or individual NASb GSAs from holding additional public stakeholder meetings regarding GSP activities. NASb GSAs shall provide reasonable notice to the Coordination Committee of any planned public meetings regarding GSP activities that they intend to hold regarding NASb GSP activities.

If a NASb GSA holds a public meeting for their stakeholders regarding GSP activities, the GSA shall provide the Coordination Committee with documentation of the meeting for posting on the NASb website. Acceptable documentation includes but is not limited to presentation recording (if recorded), presentation materials, and meeting agenda/minutes.

5. **Designation of Fiscal and Contracting Entity.** The Coordination Committee shall designate either the GSP Administrator or GSP Coordinator to serve as the Fiscal and Contracting Entity for the Coordination Committee.
  6. **Responsibilities.** The Coordination Committee will have the responsibility and authority to act on or otherwise manage the following, on its own account, or through the Fiscal and Contracting Entity, as the case may be:
    - i. Selection of the GSP Plan Manager, GSP Coordinator, GSP Administrator, and the Contracting Entity, if not otherwise identified herein.
    - ii. Development and adoption of an annual work plan and associated annual budget.
    - iii. Approval of service providers, scope of work, fee, and schedule for contracted work.
    - iv. Review, comment, and approval of technical work, including monitoring, analysis, and reporting.
    - v. Selection of Projects and Management Actions.
    - vi. Reporting back to their respective NASb GSAs on GSP implementation.
  7. **Quorum.** A majority (three of five – 3/5) of NASb GSA Representatives (one from each GSA) on the Coordination Committee will constitute a Quorum. A Quorum is required for the Coordination Committee to meet.
  8. **Meeting Location.** The Coordination Committee may meet in a virtual setting or in person at locations agreed to by the Coordination Committee.
  9. **Agenda.** An Agenda will be developed by the GSP Coordinator or GSP Administrator in advance of each Coordination Committee meeting.
- B. **GSP Coordinator, GSP Administrator, GSP Plan Manager, and Fiscal and Contracting Entity.**

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1. **Selection.** The Parties hereby appoint the Primary or Alternate Representative from the Sacramento Groundwater Authority GSA to be the GSP Coordinator and GSP Plan Manager. The Parties hereby appoint the Primary Representative from the West Placer GSA to be the GSP Administrator. The Fiscal and Contracting Entity shall be selected by the Coordination Committee.
  
2. **Term.** The Coordination Committee will reaffirm the GSP Managers and the Fiscal and Contracting Entity at the first meeting of the Coordination Committee of each calendar year and they will also be reevaluated at the time of each GSP Update as required by SGMA. If the GSP Coordinator and/or the GSP Administrator or the Fiscal and Contracting Entity is unable to fulfill the required responsibilities as set forth herein, the Coordination Committee shall, by a Super Majority vote, reassign the role to another NASb GSA Representative, or, through the Fiscal and Contracting Entity, retain Consultant services. If the Fiscal and Contracting Entity is unable to fulfil the required responsibilities as set forth herein, the Coordinating Committee shall reassign the role to another Party to fulfill the responsibilities.
  
3. **Responsibilities.**
  - i. The GSP Coordinator will be responsible for the following:
    - a. Coordinate the preparation and submittal of Annual Reports as required by SGMA.
    - b. Coordinate the preparation and submittal of GSP Updates as required by SGMA.
  
  - ii. The GSP Administrator will be responsible to:
    - a. Plan and facilitate Coordination Committee meetings and action items.
  
  - iii. The GSP Plan Manager will be responsible to:
    - a. To submit required documents to and be the point of contact with the DWR.

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- iv. The Fiscal and Contracting Entity will be responsible to:
  - a. Collect the established contributions to the annual budget at the beginning of each budget year.
  - b. Contract with service providers, including professional consultants and construction contractors, to implement common GSP activities.
- v. The GSP Managers, if requested by the Coordination Committee shall:
  - a. Prepare grant applications and administration of grants.
  - b. Contract for consulting services after review and recommendation of the Coordination Committee.
  - c. Manage projects.
- vi. The Fiscal and Contracting Entity shall comply with the procurement and contracting requirements of their respective entity, as well as state and federal laws as applicable.
- vii. The GSP Managers shall be designated to fulfill, or provide direction to the Fiscal and Contracting Entity for the following actions upon and after prior approval by the Coordination Committee:
  - a. To undertake or arrange for approved activities in accordance with the provisions of this Agreement consistent with the approved budget and approving action by the Coordinating Committee.
  - b. To apply for, accept and expend Funds for use in carrying out the purposes of this Agreement consistent with the approved budget and approving action by the Coordinating Committee.
  - c. To hold Funds for the purposes herein mentioned provided such Funds are not presently needed to pay costs related to the authorized uses of such Funds under this Agreement consistent with the approved budget and approving action by the Coordinating Committee.
  - d. To make and enter into contracts reasonably necessary to carry out the purpose of this Agreement, consistent with the approved budget,

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recommended action and scope of activities by the Coordinating Committee and within that agency's procurement rules and regulations.

viii. Fiscal and Contracting Entity shall have the following responsibilities:

- a. Serve as the contracting counterparty for engagement of third-party service providers, including consultants and contractors as the Coordination Committee directs, be engaged through approved contracts.
- b. Establish separate accounts, and receive, hold, manage, and provide strict accounting for funds contributed by the members, or obtained from other sources such as grant proceeds, in furtherance of this Agreement. The Fiscal and Contracting Entity shall perform these functions as a fiduciary for the Committee.

## V. INFORMATION SHARING

- A. **Obligation to Share Information.** The Parties acknowledge and recognize pursuant to this Agreement that the Parties will need to exchange information amongst and between the Parties. The Parties agree that each NASb GSA shall provide the data reasonably required to implement the GSP, develop the Annual Report and update the GSP as required by SGMA.
- B. **Procedure for Exchange of Information.**
  1. The Parties shall exchange relevant public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party 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, email, or other electronic means to the designated representative. The designated representative shall respond in a reasonably timely manner.

2. Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.
  3. The Parties agree that the Coordination Committee is not a public agency and shall take reasonable steps to refer any data requests made under the Public Records Act or otherwise to the appropriate NASb GSA or public entity.
  4. To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party and applicable or relevant to the GSP, such Party in responding to a request made pursuant to any such authority for release of information exchanged from another Party or Parties shall notify each Party in writing of its proposed release of information within a reasonable time prior to disclosure to allow the appropriate entity the ability to seek a court order restricting such disclosure.
- C. **Disclosures.** The Parties agree to disclose to the other Parties non-privileged information that is reasonably relevant to GSP implementation and SGMA compliance. Information that is not time sensitive (e.g., groundwater quality results) shall be disclosed through the NASb GSA representative at the next Coordination Committee meeting or to the GSP Managers. Information that is deemed time sensitive (e.g., groundwater substitution request with timelines attached) shall be disclosed within 5 business days in writing, via mail, email, or other electronic means, to each NASb GSA Coordination Committee Primary or Alternate Representative and to the GSP Managers.

## VI. FUNDING PROVISIONS

### A. Budget.

1. The Coordination Committee shall create, approve, and recommend an Annual Budget aligned to the fiscal year, which will run from July 1 through June 30. The initial annual budget shall be prepared and agreed to within ninety (90) days of the effective date of this Agreement and include a five-year look ahead and budget estimate for the period leading up to the first required GSP update. Thereafter, a Budget shall be agreed upon no later than February 1 of the preceding fiscal year or other such date as approved



by the Coordination Committee. The Budget must be approved by unanimous vote of the Coordinating Committee and recommended for approval to and subsequently approved by the governing body of each Party to this Agreement.

- a. Where the Annual Budget anticipates expenditures attributable to multiple NASb GSAs, the Fiscal and Contracting Entity, as approved by the Coordination Committee, will be responsible for handling funds and reporting on financial accounts as otherwise described in Section III, herein. Funds collected but not used in a fiscal year will roll over as a contribution for the following year.

The Annual Budget shall identify the activities, costs, and cost share to each NASb GSA associated with common expenses required to meet SGMA / GSP compliance. The first year annual Draft Budget is contained in Exhibit 1. Also included in Exhibit 1 is a five-year projection of total costs required to submit the first required NASb GSP update by January 31, 2027.

- B. **Coordination Expenses.** Each NASb GSA shall share in the general operating and administrative costs of complying with SGMA and implementing the GSP as approved in the Annual Budget. Approved budgeted costs shall be shared in accordance with the percentages set forth in Exhibit 2 attached hereto and incorporated herein. The cost share formula shall remain in effect for the five-year projected expenses in Exhibit 1 at which time the formula will be reviewed for equity.
- C. **Alternative Funding Sources.** The Coordination Committee may pursue State of California, federal, local, or private company grants, but shall not create any indebtedness without prior approval of all Parties to this Agreement.
- D. **Accounting of Funds.** The Fiscal and Contracting Entity shall maintain a strict accounting of funds collected, spent, and maintained on behalf of the Coordinating Committee, and shall provide fiscal statements not less frequently than Annually. The books and records of the Fiscal Agent shall be open to inspection by any Party upon reasonable notice.

- E. **Individual Party Resources.** Each Party shall bear its own costs associated with activities performed under this Agreement. No Party shall incur debt, liabilities, or obligations on behalf of any other Party unless provided for in a separate agreement.

## VII. **DECISION-MAKING**

### A. **Voting.**

1. In the event a vote of the Coordination Committee is necessary, each GSA Representative shall be entitled to one vote. Said vote may be cast by either the Primary or Alternate Representative.
2. The GSA Representative (or, if applicable, GSA Alternate Representative) must be in attendance at a meeting to vote.
3. Prior to voting, the Coordination Committee shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Coordination Committee. If any NASb GSA Representative objects to a consensus-based decision prior to a vote being cast, the Representative shall work in good faith to reasonably resolve such objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution.

- B. **Unanimous vote Requirements for Certain Actions.** Coordination Committee recommendation of the Annual Budget will require a unanimous vote.

- C. **Super Majority Vote Requirements for Certain Actions.** All actions not considered as general business, as determined by the Coordination Committee, shall require a Super Majority vote of the Coordination Committee.

## VIII. **GROUNDWATER MONITORING NETWORK**

- A. **Obligation to Develop and Maintain a Groundwater Monitoring Network.** In accordance with SGMA, the Parties hereby agree to coordinate in the development, information sharing, and maintenance of a Groundwater Monitoring Network at the Subbasin level and as established pursuant to the

NASb GSP. This may include but not be limited to the addition of monitoring wells if determined necessary to assess basin conditions in accordance with the GSP and/or SGMA, making repairs to and taking measurements at monitoring network facilities, and collection and analysis of water quality samples.

**IX. DATA MANAGEMENT SYSTEM**

- A. **Obligation to Develop and Maintain a Data Management System.** In accordance with SGMA, the Parties hereby agree to coordinate in the development, information sharing and maintenance of a Data Management System capable of storing and reporting information relevant to the reporting requirements established pursuant to the GSP and SGMA. Data shall be provided in the format required by the Data Management System.

**X. REQUEST TO JOIN, WITHDRAW AND TERMINATION**

- A. **Request to Join.** Requests to join this Agreement shall be considered by the Coordination Committee and per the provisions of Section XIII, Other Provisions/Modifications.

B. **Termination of Participation.**

1. Each Party may, in its sole discretion, unilaterally withdraw from and terminate its participation in this Agreement effective upon ninety (90) days prior written notice to the NASb GSA Representatives participating on the Coordination Committee and the GSP Managers, provided that the withdrawing Party will remain responsible for its proportionate share of any indebtedness incurred prior to the effective date of withdrawal. Such withdrawal by a Party will not cause a termination of this Agreement as to the remaining Parties.
2. Upon withdrawal, the withdrawing Party acknowledges it has a continuing obligation to comply with SGMA and any coordination guidelines or regulations issued by the Department of Water Resources or the State Water Resources Control Board. The Withdrawing Party also acknowledges the need to coordinate with all NASb GSAs in accordance

with applicable law. This obligation shall survive the withdrawal from this Agreement and is for the express benefit of the remaining Parties.

3. Subject to the requirements of Section XI, Procedures for Resolving Conflict, nothing in this section shall be construed as a limitation on the right of a Party to seek legal remedies against a Withdrawing Party.
  4. Upon withdrawal, any Party shall be entitled to use any data or other information developed under this Agreement during its time as a Party to this Agreement. After withdrawal, a Party shall be entitled to utilize the NASb GSP for future implementation of SGMA compliance within its legal boundary. Should the Withdrawing Party have an obligation under State law to comply with SGMA, the Withdrawing Party agrees to comply with the coordination requirements set forth in SGMA allowing multiple GSPs over a basin.
- C. **Termination.** The Agreement shall terminate if the requirements of SGMA are no longer applicable. This Agreement may be terminated by a unanimous vote of the Parties. 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.

## **XI. PROCEDURES FOR RESOLVING CONFLICT**

### **A. Procedures for Resolving Conflict**

1. If any dispute arises among the Parties relating to this Agreement or the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the GSP Managers of the dispute. Within 20 days after receipt of such written notice, the GSP Administrator and/or GSP Coordinator shall call a meeting of the Coordination Committee. Members of the Coordination Committee shall attempt in good faith to resolve the dispute through informal means for a period of 60 days. If the Parties, through the Coordination Committee, cannot agree upon resolution of the dispute within 60 days from the date of the first meeting of the Coordination Committee on the issue in dispute, the Parties shall submit the dispute to non-binding mediation prior to commencement of any legal action. The cost of mediation shall be paid in equal proportion

amongst Parties involved in the dispute. Upon completion of mediation, if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

2. In the event a dispute or claim is not resolved by a mutually agreeable settlement through negotiation or mediation, the aggrieved Party may file suit in Placer County Superior Court, Sacramento County Superior Court, or Sutter County Superior Court.

## XII. OTHER PROVISIONS

- A. **Agreement Limitations.** The Parties expressly intend that this Agreement shall not limit or interfere with the respective Parties' rights and authorities over their 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.
- B. **Amendment of Agreement.** The Parties agree this Agreement may be amended from time to time by a written amendment approved by unanimous vote of the Coordination Committee and subsequent approval by all Parties.
- C. **Non-Indemnification.** No Party to this Agreement, nor any director, officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this Agreement.
- D. **Good Faith.** The Parties agree to exercise their best efforts and good faith to effectuate all terms and conditions of the Agreement and, to take appropriate, expedient, or proper actions reasonably necessary to carry out the intent and purposes of this Agreement.
- E. **Governing Law.** The validity and interpretation of this Agreement will be governed by the laws of the State of California.

- F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.
  
- G. **Construction and Interpretation.** The Agreement has been developed through negotiation and each of the Parties has had a full and fair opportunity to review and to make suggestions to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved amongst the drafting Parties shall not apply in the construction or interpretation of this Agreement.
  
- H. **Severability.** If any term, provision, covenant, or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement will remain in full force and effect and will not be affected, impaired, or in validated by such a determination.
  
- I. **Authority of Signers.** The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to legally bind the Party for whom they are signing to the terms and conditions of this Agreement.

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

**CITY OF LINCOLN**

By: Mark Scott

Printed Name/Title: Mark Scott, Interim City Manager

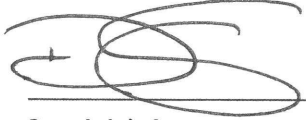
Date: 1-13-22

Approved As to Form: K. Mollenkopf

Date: 1/12/21 [Title] Kristine Mollenkopf, City Attorney

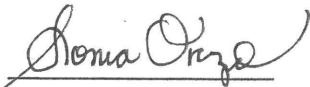
**CITY OF ROSEVILLE**

By:



Dominick Casey  
City Manager

ATTEST:



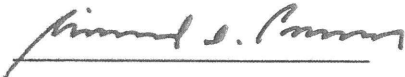
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:



Michelle Sheidenberger  
City Attorney

APPROVED AS TO SUBSTANCE:



Richard D. Plecker  
Environmental Utilities Director



Attachment D

COUNTY OF PLACER

By: Ken Grehm

Ken Grehm, Director of Public Works

Date: 1/18/2022

Approved As to Form: Robert Sandman

[Title] Assistant County Counsel


Date: 1/18/22

MEMORANDUM OF AGREEMENT

REGARDING COORDINATION BETWEEN GROUNDWATER SUSTAINABILITY AGENCIES AND IMPLEMENTATION OF THE  
GROUNDWATER SUSTAINABILITY PLAN FOR THE NORTH AMERICAN SUBBASIN

COUNTY OF SUTTER

By:

DAN FLORES  


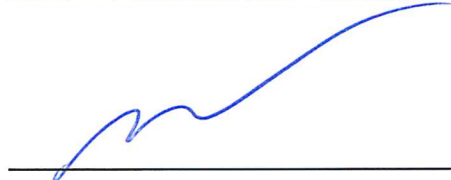
Dan Flores, Chairman:

\_\_\_\_\_

Date:

12.14.21  
\_\_\_\_\_

Approved As to Form:

  
\_\_\_\_\_

County Counsel's Office

Date:

12/10/21  
\_\_\_\_\_

MEMORANDUM OF AGREEMENT

REGARDING COORDINATION BETWEEN GROUNDWATER SUSTAINABILITY AGENCIES AND IMPLEMENTATION OF THE  
GROUNDWATER SUSTAINABILITY PLAN FOR THE NORTH AMERICAN SUBBASIN

NATOMAS CENTRAL MUTUAL WATER COMPANY

By:

  
\_\_\_\_\_

Printed Name/Title:

Brett Gray, General Manager

Date:

1-7-22

Approved As to Form:

  
\_\_\_\_\_

Date:

January 19, 2022

MEMORANDUM OF AGREEMENT

REGARDING COORDINATION BETWEEN GROUND WATER SUSTAINABILITY AGREEMENTS AND IMPLEMENTATION OF THE  
GROUND WATER SUSTAINABILITY PLAN FOR THE NORTH WINTER SAN SUBBASIN

PLACER COUNTY WATER AGENCY

By:



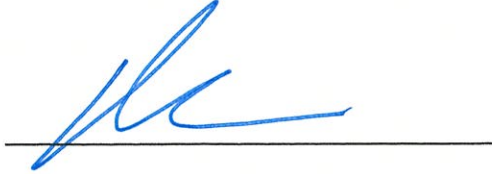
Printed Name/Title:

Andrew Focko, General Manager

Date:

January 6, 2022

Approved As to Form:



Date:

1/10/22

MEMORANDUM OF AGREEMENT

REGARDING COORDINATION BETWEEN GROUNDWATER SUSTAINABILITY AGENCIES AND IMPLEMENTATION  
OF THE GROUNDWATER SUSTAINABILITY PLAN FOR THE NORTH AMERICAN SUBBASIN

**RECLAMATION DISTRICT 1001**

By:



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Printed Name/Title:

Kimberly Reese/General Manager

Date:

December 22, 2021

Approved As to Form:

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[Title]

Date:

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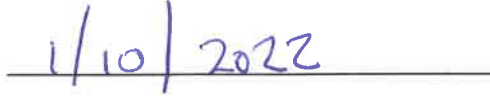
**SACRAMENTO GROUNDWATER AUTHORITY**

By:



Jim Peifer, Executive Director

Date:

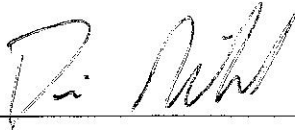


MEMORANDUM OF AGREEMENT

REGARDING COORDINATION BETWEEN GROUNDWATER SUSTAINABILITY AGENCIES AND IMPLEMENTATION OF THE  
GROUNDWATER SUSTAINABILITY PLAN FOR THE NORTH AMERICAN SUBBASIN

**SOUTH SUTTER WATER DISTRICT**

By:

  
\_\_\_\_\_

Printed Name/Title:

Dennis Michel, Acting President

Date:

December 16, 2021

Approved As to Form:

  
\_\_\_\_\_

[Title]

Brad Arnold, General Manager

Date:

December 16, 2021

ATTACHMENTS:

Exhibit 1: 2022 Annual Budget and Four-Year Projection Summary

Exhibit 2: Cost Sharing Acreage Summary

MEMORANDUM OF AGREEMENT

REGARDING COORDINATION BETWEEN GROUNDWATER SUSTAINABILITY AGENCIES AND IMPLEMENTATION  
OF THE GROUNDWATER SUSTAINABILITY PLAN FOR THE NORTH AMERICAN SUBBASIN



**Exhibit 1**

<b>2022 ANNUAL BUDGET AND FOUR-YEAR PROJECTION SUMMARY</b>					
<b>GSA Name</b>	<b>Estimated Annual Contribution by GSAs (a)</b>				
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Reclamation District 1001	11,673	11,673	11,673	11,673	11,673
Sacramento Groundwater Authority	83,171	83,171	83,171	83,171	83,171
South Sutter Water District	44,521	44,521	44,521	44,521	44,521
Sutter County	13,583	13,583	13,583	13,583	13,583
West Placer Groundwater Sustainability Agency	76,912	76,912	76,912	76,912	76,912
<b>TOTAL</b>	<b>\$229,860</b>	<b>\$229,860</b>	<b>\$229,860</b>	<b>\$229,860</b>	<b>\$229,860</b>
<b>FIVE-YEAR TOTAL</b>	<b>\$1,149,300</b>				
<b>NOTES:</b>					
<p>a. The Parties acknowledge the need to establish an aggregate contingency budget of up to 20%. Any future use of any portion of the contingency budget shall be provided to each GSA for review and approved by a unanimous vote of the Parties at a GSA Basin Coordination Meeting before implementation. Upon approval of the use of the contingency budget, SGA will invoice the Parties to collect the agreed upon contingency amount.</p>					

**Exhibit 2**

<b>COST SHARING SUMMARY</b>		
<b>GSA Name</b>	<b>Total Acreage</b>	<b>Percent Share</b>
Reclamation District 1001	17,394.5	5.08%
Sacramento Groundwater Authority	123,933.3	36.18%
South Sutter Water District	66,340.6	19.37%
Sutter County	20,240.2	5.91%
West Placer Groundwater Sustainability Agency	114,607.8	33.46%
<b>TOTAL</b>	<b>342,516.4</b>	<b>100%</b>

## **Appendix B: Domestic Well Assessment**

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