

Glenn Groundwater Authority

Groundwater Sustainability Agency

225 N. Tehama Street, Willows, CA 95988 | 530.934.6540

Board of Directors Meeting Materials

January 9, 2023 | 1:30 PM

225 North Tehama Street, Willows, CA 95988

Remote Public Participation Option:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 225 838 857 327

Passcode: BSZgBd

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 323-676-6164,,554900021#](#) United States, Los Angeles

Phone Conference ID: 554 900 021#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

1. CALL TO ORDER

The Chairperson will call the meeting to order and lead the [flag salute](#).

2. ROLL CALL

Roll call will be conducted.

3. APPROVAL OF MINUTES

- a. *Approval of meeting minutes from November 14, 2022
- b. *Approval of the special meeting minutes from December 19, 2022

Draft meeting minutes for November 14, 2022 are attached. The draft meeting minutes for the December 19, 2022 special meeting are not yet available and may be distributed prior to the meeting under separate cover.

Attachments

- November 14, 2022 GGA Board meeting minutes

Glenn Groundwater Authority

Groundwater Sustainability Agency

225 N. Tehama Street, Willows, CA 95988 | 530.934.6540

Meeting Minutes

Glenn Groundwater Authority Board of Directors

November 14, 2022 | 1:30 p.m.

LOCATION: 225 North Tehama Street, Willows, CA 95988

Public participation was also offered via teleconference; accessible via telephone, computer, smartphone or tablet.

Director Members Present:	Alternate/2 nd Alternate Directors	Agency Representing:
Grant Carmon	X Tom Arnold	County of Glenn
X Bruce Roundy	Pete Carr	City of Orland
	Ed Vonasek (2 nd)	City of Orland
X Gary Hansen (Vice Chair)	R Evan Markey (1:58)	City of Willows
X Matt Deadmond	Leslie Nerli	Glide Water District
X John Amaro (Chair)	R Thad Bettner (1:40)	Glenn-Colusa Irrigation District
X Charles Schonauer	X Emil Cavagnolo	Orland-Artois Water District
X Randy Hansen	Wade Danley	Kanawha Water District
X Mark Lohse	Seth Fiack	Monroeville Water District
X Gary Enos	R Lance Boyd	Princeton-Codora-Glenn Irrigation District/ Provident Irrigation District

Directors attending remotely are designated with "R" and are not counted toward a quorum, do not vote, and are considered members of the public.

Others in attendance:

Lisa Hunter (GGA/Glenn County), Valerie Kincaid (GGA Counsel), Kaitlyn Murray (Glenn County), Jenny Scheer (Water and Land Solutions), Del Reimers, Jaime Lely (landowner), Ryan Fulton (Larry Walker Associates), Joe Turner (Geosyntec), Don Bills (GGA TAC), Jacques DeBra (LSCE), Jim Brobeck, Lisa Porta (Montgomery & Associates).

1. CALL TO ORDER

- Chair John Amaro called the meeting to order at 1:30 p.m. and the pledge of allegiance was recited.

2. ROLL CALL

- Roll call was taken as indicated above.

3. APPROVAL OF MINUTES

- * Approval of meeting minutes from September 13, 2022
- * Approval of meeting minutes from October 21, 2022
- * Approval of CGA/GGA Joint Board special meeting minutes from October 31, 2022

- Chair Amaro invited comments or revisions on the aforementioned meeting minutes. No comments were heard.

On motion by Director Gary Hansen, seconded by Director Enos, the meeting minutes of the September 13, 2022 meeting were unanimously approved as presented.

On motion by Director Schonauer and seconded by Director Randy Hansen, the meeting minutes of the October 21, 2022 meeting were unanimously approved as presented.

On motion by Director Roundy, seconded by Director Enos, the October 31, 2022 CGA/GGA Joint Board special meeting minutes were unanimously approved as presented.

4. PERIOD OF PUBLIC COMMENT

- No public comments were heard.

5. STAFF UPDATES

- Glenn Groundwater Authority (GGA) Program Manager, Lisa Hunter welcomed Kaitlyn Murray to Glenn County Water Resources to help with administrative duties, which will include tasks for the GGA.
- Ms. Hunter stated in regards to Executive Order N-7-22 (Well Permit Acknowledgement Forms), six forms were received since September 20, 2022 and permits were able to be processed.
- Ms. Hunter stated she had recently had a discussion with Jeff Sutton, Tehama Colusa Canal Authority, regarding water transfers as they relate to SGMA and she expects this will be a future agenda topic.
- Ms. Hunter further stated the Colusa Groundwater Authority met November 8, 2022 and approved all action items to keep grant tasks moving forward, which concurred with the actions GGA took on October 31, 2022.

6. FINANCIAL REPORT

- a. *Review and accept Monthly Activities Report.
 - b. *Review and consider approval of claims.
- No monthly activities report was presented.
 - No discussion was held on Item 6.b.

On motion by Director Arnold, seconded by Director Schonauer, it was unanimously ordered to approve the claims as presented.

7. GOLDEN STATE RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS ELECTION

- a. *Consider nominating the Glenn Groundwater Authority as a candidate district for the election to serve on the Golden State Risk Management Authority Board of Directors for a two-year term beginning July 1, 2023.
 - b. *Authorize the Program Manager to submit nomination notification to the Golden State Risk Management Authority.
- Ms. Hunter shared the letter received from Golden State Risk Management Authority (GSRMA) announcing a vacancy on the GSRMA Board and explained the nomination process.
 - After little discussion, it was determined there was no interest in a candidate nomination and no action was taken on this item.

8. COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

- a. GSP Development Grants (Proposition 1 and Proposition 68) and Project Agreements
- b. Groundwater Sustainability Plan Implementation
- c. Discussion on Colusa Subbasin GSP Administrator

- Relating to Item 8.a, Ms. Hunter stated that because there is enough funding available, the GSAs may be able to recoup some administrative costs relating to the grant administration. She will continue to work through that process with the Colusa Groundwater Authority (CGA).
- In relation to Item 8.b, Ms. Hunter stated the application deadline for the Sustainable Groundwater Management Round 2 grant has been extended to December 16, 2022. She stated she is working with the grant writing team (Luhdorff and Scalmanini Consulting Engineers) and the CGA to gain a better understanding of each project that is being developed for the grant application. Ms. Hunter further stated the Request for Proposals for the Colusa Subbasin Water Year 2022 annual reports closes November 14, 2022 and several proposals have been received.
- Regarding Item 8.c, Director Bettner stated in the last meeting he proposed hiring an Implementation Program Manager to handle and coordinate some of the administrative duties between the two GSAs. Duties could include implementing a 5-year plan, creating a timeline, developing tasks, collecting contact points, bringing issues to the Board, supporting Ad Hoc Committees, interviewing land owners and member agencies and responding to DWR's evaluation of the GSP. Director Gary Hansen agreed with the concept of hiring an Implementation Manager and questioned if the expenses would be split between the GGA and CGA? Director Bettner confirmed the funding would be split. Director Roundy also agreed on hiring a manager and turned to Ms. Hunter for her thoughts. Ms. Hunter stated she agreed in concept, but wanted to make sure the position details are identified to ensure both agencies are getting what they need out of said position. Director Enos questioned if this would be an individual or a contracted position? Director Bettner stated regardless of whom, a local presence is crucial. Director Amaro noted it should be looked into with more detail and added to the January agenda. Director Bettner offered to coordinate with GGA and CGA Program Managers to move forward with the details for the Implementation Manager.

9. GROUNDWATER RECHARGE PILOT PROJECT

- a. Receive update on Groundwater Recharge Pilot Project
- b. *Consider appointing a Groundwater Recharge Pilot Project Ad Hoc Committee to coordinate with and provide guidance to the consultant team
- c. *Approve Task Order 5 Grant Support for Site Evaluation and Design Colusa Groundwater Subbasin, Glenn County, California for an amount not to exceed \$5,000 and authorize Program Manager to issue a notice to proceed

- Relating to Item 9.a, Ms. Hunter stated since the last meeting, the GGA staff and Groundwater Recharge Ad Hoc Committee met and spoke about the long term versus short term tasks. Discussion then focused on identifying potential sites for the short-term project. She also stated they will meet with Orland Unit Water Users in the near future.
- In relation to Item 9.b, Ms. Hunter stated the current committee has exceeded their assigned tasks; therefore, she recommends dissolving the current committee and form a new ad hoc committee to continue working with the consultant team on this project. The new ad hoc committee could then represent the GGA during

the meeting with Orland Unit Water Users and others as needed and report back to the Board. Director Enos stated he recommends keeping the same individuals on the committee and continue to move forward.

On motion by Director Gary Hansen, seconded by Director Arnold, it was unanimously ordered to appoint Director Enos, Schonauer, Roundy, Deadmond, and Cavagnolo to the Groundwater Recharge Pilot Project Ad Hoc Committee and to authorize the committee to coordinate with and provide guidance to the consultant team.

- Regarding item 9.c, Ms. Hunter stated this item stems from the approved project list for the grant application. The GGA Board felt it was important to include the GGA Recharge Project in the grant application. Ms. Hunter recommended the Geosyntec and Water and Land Solutions team be the lead for preparing materials for this section of the grant application as they are most familiar with the project.

On motion by Director Roundy, seconded by Director Enos, it was unanimously ordered to approve Task Order 5 Grant Support for Site Evaluation and Design Colusa Groundwater Subbasin, Glenn County, California for an amount not to exceed \$5,000 and authorize Program Manager to issue a notice to proceed.

10. NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT

- a. Receive update on Colusa Subbasin GSP Project Submittals
 - b. *Approve Letter of Support for the Northern Sacramento Valley Integrated Regional Water Management Plan
- Ms. Hunter stated at the August 8, 2022 meeting, the GGA authorized staff to coordinate with the CGA to submit some of the GSP projects for consideration to be added to the Northern Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) plan. Being included in the IRWM plan opens another potential funding source for projects. Two projects were submitted and approved to be included in the NSV IRWM plan. The projects were not selected for funding for this round; however, the projects will remain on the project list for future consideration. She further stated that one project within the Colusa Subbasin, a recharge project near Arbuckle, was selected to be included in the upcoming funding application, which will benefit the basin. A letter of support for the IRWM plan is required for projects to be included.
 - Director Enos asked about the project that was recommended for funding, and Ms. Hunter responded that the project a good fit for that particular funding application and should provide some immediate benefits, including increasing groundwater levels and minimizing subsidence in the Arbuckle area.
 - No discussion was held on Item 10.b.

On motion by Director Roundy, seconded by Director Gary Hansen, it was unanimously ordered to approve the Letter of Support for the Northern Sacramento Valley Integrated Regional Water Management Plan.

11. DISCUSSION ON URBAN DROUGHT RELIEF FUNDING OPPORTUNITY

- Ryan Fulton from Larry Walker Associates (LWA) conducted a presentation on the 2022 Urban Community Drought Relief Grant Program. Mr. Fulton provided an overview of the program guidelines and the Dunnigan and Arbuckle Area Groundwater Recharge Demonstration and Pilot Projects. Mr. Fulton highlighted that a unique aspect of this grant is the ability to pay for water, which is not typical. Discussion ensued. It was clarified this could be an opportunity for the GGA in partnership with other agencies in the basin/region where one application could be submitted with multiple projects. More details of how this opportunity could apply to the GGA would need to be developed. There was general support for continuing to evaluate this funding

opportunity and Director Amaro requested the item be brought back as an action item after more details are developed.

12. *APPROVE 2023 MEETING SCHEDULE

- There was no discussion held on Item 12.

On Motion by Director Gary Hansen, seconded by Director Randy Hansen it was unanimously ordered to approve the 2023 meeting schedule as presented.

13. COMMITTEE UPDATES

- Audit Services Ad Hoc Committee
- Annual Report Ad Hoc Committee
- Executive Committee
 - CGA/GGA Joint Executive Committee
- Funding Ad Hoc Committee
- Multi-Benefit Recharge Pilot Project Ad Hoc Committee
- Recharge Pilot Project Ad Hoc Committee
- Technical Advisory Committee
- Water Well Drilling Permits and Standards Ad Hoc Committee

- Director Amaro noted in the next item, several of these committees may be dissolved. He reviewed updates provided in the meeting packet and which committees were being considered to be dissolved.
- Ms. Hunter reported that the Technical Advisory Committee last met in mid-October and discussion focused on the project prioritization process for the grant application. The Joint TAC provided direction to staff to further refine the list based on certain criteria and that project list was brought to the October 31, 2022 meeting. The TAC plans to reconvene after the start of the New Year.
- Director Amaro spoke about the Water Well Drilling Permits and Standards Ad Hoc Committee that was being recommended to be dissolved and asked if the County was still working through the permit update process. Mr. Schonauer responded that his recollection is that the County was waiting for the State to finalize their procedures before moving forward. Ms. Hunter further responded that it seemed the committee and process were a bit stale and could be brought back when needed since there is little to no action at this time. The GGA did provide comments to the County that were recommended by the committee several months ago.

14. REVIEW COMMITTEES AND REVISE AS NEEDED

- *Assign new committees, update membership, and/or dissolve committees as needed.
- Director Amaro questioned if anyone had any concerns about dissolving the above committees; no concerns were stated.

On motion by Director Schonauer, seconded by Director Roundy it was unanimously ordered to dissolve following committees: Audit Services Ad Hoc Committee, Funding Ad Hoc Committee, Multi-Benefit Recharge Pilot Project Ad Hoc Committee, Recharge Pilot Project Ad Hoc Committee, and Water Well Drilling Permits and Standards Ad Hoc Committee.

- Director Amaro asked if any committees would need to be formed in the near future. Ms. Hunter responded that a new committee (Groundwater Recharge Pilot Project Ad Hoc Committee) was appointed earlier in the meeting. Other committees could be considered as the need arises.

- Director Roundy spoke of the desire to have a TAC representative be assigned to provide the report-out to the GGA Board, as what had been done in the past.

15. CLOSED SESSION

Gov't Code 54956.9 – Conference with Legal Counsel – Anticipated or significant exposure to litigation regarding tax refund claims and challenges to previously adopted property related fees.

16. CLOSED SESSION

Gov't Code 54956.9 – Conference with Legal Counsel – Existing Litigation
Aqualliance, California Water Impact Network, and California Sportfishing Alliance vs. Colusa Groundwater Authority, Glenn Groundwater Authority
Colusa County Superior Court – Case Number CV24584

- No public comments were presented or heard for Items 15 or 16.
- The Board adjourned to closed session at 2:34 p.m.

17. REPORT OUT FROM CLOSED SESSION

- The Board returned from closed session at 2:55 p.m. In regards to Items 15 and 16, the Board received an update from Counsel and gave direction.

18. MEMBER REPORTS AND COMMENTS

- Director Gary Hansen reported that Ms. Hunter and Director Schonauer were recognized for their hard work and dedication at the Glenn County Annual Farm Bureau meeting.

19. NEXT MEETING

- The next regular meeting is scheduled for December 13, 2022 at 1:30 p.m.

20. ADJOURN

- The meeting was adjourned at 2:56 p.m.

4. PERIOD OF PUBLIC COMMENT

Members of the public are encouraged to address the GGA Board of Directors on items relevant to the GGA. Public comments are limited to no more than 5 minutes. No action may be taken on public comments.

5. STAFF UPDATES

The program manager will provide brief status updates. Reminders and/or clarifications may also be made at this time.

6. FINANCIAL REPORT

- a. *Review and accept Monthly Activities Report.
- b. *Review and consider approval of claims.

The Monthly Activities Report and Claims Summary are attached.

Attachments

- Monthly Activities Report
- Claims Summary
- Budget to Actuals (Draft)

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 June 2022

Description	Amount
Beginning Balance	\$ 1,179,161.71
Revenue	
DELQ SEC DIR ASSMT 06/30/22 (PENALTIES/COST DELQ TAXES)	\$ 2.18
DELQ SEC DIR ASSMT 06/30/22 (PENALTIES/COST DELQ TAXES)	\$ 1.01
Colusa Groundwater Authority Inv 22-GGA-01	\$ 175,707.70
Special Assessment Parcel Fee (COUNTY OF GLENN INV 22-GGA-06)	\$ 2,233.96
PRINCETON CODORA GLENN IRRIG DISTRICT INV 22-GGA-11	\$ 25.82
PROVIDENT IRRIGATION DISTRICT INV 22-GGA-12	\$ 50.78
SOUTHERN PACIFIC RAILROAD C/O UNION PACIFIC RR TAX INV 22-GGA-13	\$ 4.56
GLENN COLUSA IRRIGATION DIST INV 22-GGA-05	\$ 33.86
ORLAND CITY OF INV 22-GGA-09	\$ 2,839.64
6/2022 INTEREST APPN ACCRUAL	\$ 2,127.70
CY SEC INTEREST 6/30/22 (INTEREST)	\$ 71.59
DELQ SEC DIR ASMT 6/30/22 (SPECIAL ASSESSMENT)	\$ 10.27
CITY OF WILLOWS INV 22-GGA-14	\$ 2,607.46
SY SECURED PAID APPN 6/30/22 (SPECIAL ASSESSMENT)	\$ 4,794.51
Total Revenue	\$ 190,511.04
Expenses	
Paris Kincaid Wasiewski, LLP Inv 1850	\$ 7,717.50
CliftonLarsonAllen LLP Inv 3279595	\$ 1,500.00
Davids Engineering, Inc. Inv 1178.03-5148	\$ 18,946.50
Davids Engineering, Inc. Inv 1178.04-5160	\$ 1,902.50
A-87 COST (6/2022)	\$ 149.08
Paris Kincaid Wasiewski, LLP Inv 1889	\$ 2,240.00
Davids Engineering, Inc. Inv 1178.03-5185	\$ 12,781.75
Glenn County Inv 22-WR-06	\$ 21,010.23
Davids Engineering, Inc. Inv 1178.03-5236*	\$ 171,850.77
Total Expenses	\$ 238,098.33
Ending Balance	\$ 1,131,574.42

*Account Payable

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 July 2022

	Description	Amount
Beginning Balance		\$ 1,131,574.42
Revenue		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Revenue		\$ -
Expenses		
	Golden State Risk Management Authority Inv# GS2207100579	\$ 1,735.00
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Expenses		\$ 1,735.00
Ending Balance		\$ 1,129,839.42

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 August 2022

	Description	Amount
Beginning Balance		\$ 1,129,839.42
Revenue		
	Colusa Groundwater Authority Inv 22-GGA-15	\$ 223,820.52
Total Revenue		\$ 223,820.52
Expenses		
	Paris Kincaid Wasiewski, LLP Inv 1914	\$ 2,065.00
	Dauids Engineering, Inc. Inv 1178.05-5260	\$ 2,303.25
	A-87 COST (7/2022)	\$ 793.25
	A-87 COST (8/2022)	\$ 793.25
Total Expenses		\$ 5,954.75
Ending Balance		\$ 1,347,705.19

Account payable accounted for in June 2022

	Dauids Engineering, Inc. Inv 1178.03-5236	\$ 171,850.77
--	---	---------------

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 September 2022

	Description	Amount
Beginning Balance		\$ 1,347,705.19
Revenue		
	KANAWHA FIRE PROTECTION DIST INV 22-GGA-07	\$ 3.70
Total Revenue		\$ 3.70
Expenses		
	Paris Kincaid Wasiewski, LLP Inv 1944	\$ 3,430.00
	Provost & Pritchard Consulting Group Inv 94060	\$ 732.00
	A-87 COST (9/2022)	\$ 793.25
Total Expenses		\$ 4,955.25
Ending Balance		\$ 1,342,753.64

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 October 2022

	Description	Amount
Beginning Balance		\$ 1,342,753.64
Revenue		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Revenue		\$ -
Expenses		
	A-87 COST (10/2022)	\$ 793.25
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Expenses		\$ 793.25
Ending Balance		\$ 1,341,960.39

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 November 2022

	Description	Amount
Beginning Balance		\$ 1,341,960.39
Revenue		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Revenue		\$ -
Expenses		
	A-87 COST (11/2022)	\$ 793.25
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
Total Expenses		\$ 793.25
Ending Balance		\$ 1,341,167.14

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 December 2022 DRAFT

	Description	Amount
Beginning Balance		\$ 1,341,167.14
Revenue		
Total Revenue		\$ -
Expenses		
	Dauids Engineering, Inc. Inv 1178.03-5335	\$ 6,229.50
	Dauids Engineering, Inc. Inv 1178.05-5337	\$ 3,205.50
	Paris Kincaid Wasiewski, LLP (Matter #1851) Inv 1978	\$ 1,625.00
	Paris Kincaid Wasiewski, LLP (Matter #1850) Inv 1979	\$ 4,415.00
	Paris Kincaid Wasiewski, LLP (Matter #1851) Inv 2006	\$ 4,990.00
	Paris Kincaid Wasiewski, LLP (Matter #1850) Inv 2007	\$ 1,830.00
	Provost & Pritchard Consulting Group Inv 94779	\$ 744.00
	Provost & Pritchard Consulting Group Inv 95502	\$ 48.00
Total Expenses		\$ 23,087.00
Ending Balance		\$ 1,318,080.14

Monthly Activities Report

Glenn Groundwater Authority
 Monthly Activities Report
 January 2023 DRAFT

	Description	Amount
Beginning Balance		\$ 1,318,080.14
Revenue		
Total Revenue		\$ -
Expenses		
	Davids Engineering, Inc. Inv 1178.05-5443	\$ 426.50
	Paris Kincaid Wasiewski, LLP (Matter #1851) Inv 2034	\$ 2,030.00
	Paris Kincaid Wasiewski, LLP (Matter #1850) Inv 2035	\$ 2,240.00
	Geosyntec Consultants #FSO145 Inv 491103	\$ 7,118.13
Total Expenses		\$ 11,814.63
Ending Balance		\$ 1,306,265.51

Claims Summary

Glenn Groundwater Authority
 Invoices to be paid
 Meeting Date: January 9, 2023

Invoice Date	Invoice Number	Description	Amount
12/15/2022	495257	Geosyntec Consultants; (GW Recharge Services)	\$ 6,313.63
12/29/2022	3530865	CliftonLarsonAllen (21/22 Annual Audit)	\$ 750.00
1/6/2023	23-WR-01	Glenn County- Admin Support (Jul-Dec 2022)	\$ 51,224.57
Total			\$ 58,288.20

Glenn Groundwater Authority Budget

FY 2022/2023

Approved 5/9/22

	Current		
	Approved FY 22/23	Actual through DEC 21 DRAFT	Remaining Budget
REVENUES			
Grant Revenue			
Other		\$ -	
Total Grants	-	\$ -	\$ -
Other Government Agencies			
Colusa Groundwater Authority*	100,000	\$ 223,820.52	\$ (123,820.52)
Other		\$ -	
Total Other Government Agencies	100,000	223,820.52	(123,821)
Assessments			
Property Related Fee Per Acre (current \$1.50/ac)	427,786	\$ 3.70	\$ 427,782.30
Well Head Fee	-	\$ -	\$ -
Extraction Fee	-	\$ -	\$ -
Other	-	\$ -	\$ -
Total Assessments	427,786	\$ 3.70	\$ 427,782.30
Other			
Interest	4,000	\$ -	\$ 4,000.00
Total Other	4,000	\$ -	\$ 4,000.00
TOTAL REVENUES	531,786	\$ 223,824.22	\$ 307,961.78
EXPENSES			
Administration- Contracted County Services	170,000	\$ -	\$ 170,000.00
Program Administration Support		\$ -	\$ -
Legal Services	120,000	\$ 18,355.00	\$ 101,645.00
Certified Public Accountant (Yearly Audits)	10,800	\$ -	\$ 10,800.00
JPA Insurance	2,000	\$ 1,735.00	\$ 265.00
County Bookkeeper	9,519	\$ 3,966.25	\$ 5,552.75
GSP Development/Implementation**	583,000	\$ 11,738.25	\$ 571,261.75
Long Term Funding Options	90,000	\$ -	\$ 90,000.00
Professional Services	35,000	\$ 1,524.00	\$ 33,476.00
Board Expenses	2,000	\$ -	\$ 2,000.00
Special Department Expenses	25,000	\$ -	\$ 25,000.00
Legal Notices	1,000	\$ -	\$ 1,000.00
County Tax Roll Fee	5,000	\$ -	\$ 5,000.00
Contingency/Reserve	50,000	\$ -	\$ 50,000.00
TOTAL EXPENSES	1,103,319	\$ 37,318.50	\$ 1,066,000.50
Net (Revenue-Expenses)	(571,533)	186,506	

Note: A-87 Cost allocated to County Bookkeeper line item

*The revenue is grant reimbursements from the CGA for GSP Development (pass through to reimburse technical consultant work).

**GSP Development expenses were funded through a grant (see CGA revenue line) for FY 21/22. FY 22/23 expenses are expected to be funded directly by the GGA.

7. GROUNDWATER RECHARGE PROJECT

- a. Receive update on project from Geosyntec/Water and Land Solutions
- b. *Select one or more phase I project sites to pursue for additional planning and implementation pending counsel review and input
- c. *Direct counsel to review one or more potential project sites and coordinate with the consultant project team and ad hoc committee to identify and prepare for any necessary permitting requirements, agreements, or other legal requirements
- d. *Approve a budget for phase I project implementation

As part of Groundwater Sustainability Plan (GSP) implementation, one of the GGA's first priorities is to develop projects to increase groundwater supply, including groundwater recharge projects. GGA retained Geosyntec and Water and Land Solutions LLC (Geosyntec Team) to provide technical services for groundwater recharge planning and prioritization. The first task is to conduct an assessment of projects that could be conducted within the short-term with the objective of identifying at least one project for implementation during Water Year 2022-2023. Implementation of identified projects are not included within the Geosyntec Team's scope of work.

GGA's Recharge Pilot Project Ad Hoc Committee shortlisted four potential groundwater recharge sites to be considered for a groundwater recharge pilot project in Water Year 2022-2023. For the pilot project, GGA prioritized potential groundwater recharge projects in the Orland area as it is the epicenter for hundreds of dry wells from spring 2021 to fall 2022, and there is measurable land subsidence in the Artois area. Upon further consultation, the list was narrowed to three potential sites. Those three sites are:

- Jasper Ranch – gravel depression near Road 25 and Road QQ
- Van Tol – gravelly irrigated pasture near Road 30 and Road M
- California Olive Ranch – In-stream recharge in Sheep Corral Creek near Road 35 and Road D

All three sites are located in the Orland-Artois Water District. Site visits were conducted at all three sites on December 14, 2022, by a hydrogeologist from Geosyntec, a water economist from Water and Land Solutions LLC, the Orland-Artois Water District general manager, and the GGA program manager. Landowner or tenant representatives were on-site at the Jasper Ranch and California Olive Ranch.

Using information gathered at the site visits and from other sources, the consultant team evaluated each site on a range of issues including water distribution, recharge capacity, soil suitability, groundwater conditions, implementation timeline and cost, monitoring, permitting, landowner support, long-term viability, and potential concerns. Legal issues should be evaluated by GGA's counsel.

Based on the consultant team's assessment, both the Jasper and Van Tol sites could be implemented for Water Year 2022-2023. If only one site is selected, the consultant team recommends proceeding with groundwater recharge at the Van Tol site for Water Year 2022-2023 due to its larger size, existing conveyance system for discharge of water, and because the Jasper property owner currently has future plans for this site therefore this site would not be a long-term option. The California Olive Ranch site is not recommended for the pilot project because of potential for legal complications and the poor suitability of the soils for successful recharge.

Legal review should be conducted prior to commencing groundwater recharge to ensure the pilot project can proceed without environmental review or permitting. Agreements with the landowner(s) and the Orland-Artois Water District should be in place before delivering water to the recharge site.

Implementation of the groundwater recharge pilot project will involve regulating water deliveries to maximize recharge potential, monitoring applied surface water levels, monitoring groundwater levels, and monitoring

weather forecasts to avoid flooding. Water deliveries can be limited by the amount of water available from the district, by soil saturation limitations, or—more likely—by budget constraints for the total cost of water.

Costs for the Van Tol site would include cost of water, use of an excavator to create a berm(s) in area used for recharge, monitoring equipment and installation, and assessment and reporting of the data once the project is completed. Similar costs are associated with the Jasper site with the addition of a small effort to create the discharge point for delivery of the water to the site. Both sites have existing monitoring wells equipped with pressure transducers to monitor shallow groundwater levels during recharge. Table 1 provides a feasibility level cost assessment needed to conduct both the Van Tol and Jasper projects, excluding the cost of the water.

During the site visits, the GGA program manager also noted a County-owned basin and indicated that there are others in the area. The consultant team recommended placing monitoring equipment in these basins to assess infiltration of storm water that enters these basins that would provide valuable data regarding infiltration and recharge in the basin. The GGA program manager believed this could occur but would need to discuss with the County. Costs for this monitoring are provided in Table 2.

Table 1. Pilot Project Implementation Feasibility Level Cost Estimates

Site	Van Tol	Jasper	California Olive Ranch
Excavator and Operator	\$0 to \$10,000	\$0 to \$10,000	\$0
Conveyance Modifications	\$0	\$3,000 to \$5,000	\$5,000 to \$10,000
Monitoring Equipment and Installation	\$4,000 to \$7,000	\$4,000 to \$7,000	\$4,000 to \$7,000
Data Assessment and Reporting	\$10,000 to \$15,000	\$10,000 to \$15,000	\$10,000 to \$15,000
Total Cost Range	\$14,000 to \$32,000	\$17,000 to \$37,000	\$19,000 to \$32,000
Delivery capacity (acre-feet per day)	17	9	24

Table 2. Basin Monitoring Feasibility Level Cost Estimate

Monitoring Equipment and Installation	Data Assessment and Reporting	Total Cost Range
\$2,000 to \$3,000	\$3,000 to \$5,000	\$5,000 to \$8,000

8. COLUSA SUBBASIN GROUNDWATER SUSTAINABILTY PLAN

- a. GSP Development Grants (Proposition 1 and Proposition 68) and Project Agreements
- b. Receive Update on SGM Round 2 Grant Application Submittal
- c. Groundwater Sustainability Plan Implementation

Grant and Project Updates

The Proposition 1 and Proposition 68 GSP Development Grants are managed by the CGA. All grant work concluded by December 15, 2022 with reporting complete by December 31, 2022. The CGA submitted all necessary documentation to close out the grants.

Proposition 1 Grant Funds: \$1,000,000.00

Expended: \$964,208.90 (through June 2022- Invoice 15)- final figures to be provided at a future meeting

Remaining: \$35,791.10

Proposition 68 Grant Funds: \$999,600.00

Expended: \$924,959.37 (through June 2022- Invoice 15)- final figures to be provided at a future meeting

Remaining: \$74,640.63

The GGA holds the agreement with Davids Engineering for the Corning Subbasin GSP Development Project, which is related to the Proposition 1 and Proposition 68 grant work. Work from these projects is invoiced to CGA to include in the grant reimbursement requests (grant invoices). CGA reimburses the GGA after payment from DWR is received. Project closeout for this project is now complete with Davids Engineering. CGA will be submitting one final invoice to CGA for reimbursement.

Colusa Subbasin GSP Development Project

Contract Amount: \$1,542,600

Expended: \$1,467,418.60 (through August 2022)

Remaining: \$75,181.40

The GGA has an on-call support services agreement with Davids Engineering. Task Order 1 includes a variety of tasks to provide on-call technical support.

SGMA On-Call Support Services

Contract Amount: \$10,000

Expended: \$5,935.25 (though November 2022)

Remaining: \$4,064.75

SGM Round 2 Grant Application

On December 16, 2022, Luhdorff and Scalmanini Consulting Engineers (LSCE), the consultant retained by CGA and GGA for grant writing services, successfully submitted an application to DWR for SGM Round 2 grant funding for the Colusa Subbasin in the amount of \$19,791,312. The application submittal concluded several months of reviewing and refining project proposals, working with project proponents, preparing work plans and cost estimates, and establishing project priorities. This work also included coordinating with Geosyntec/Water and Land Solutions team who were retained by the GGA to provide project development support for the GGA Recharge Project component. The attached table includes the final list of components submitted in the application, along with each component's funding request.

DWR is expected to review applications over the coming months and announce draft grant awards in June 2023 and execute agreements in November 2023-January 2024.

GSP Implementation

At the December 19, 2022 meeting, the GGA board approved the selection of the Davids Engineering/LSCE consulting team to prepare and submit the Colusa Subbasin Water Year 2022 Annual Report for a total amount not to exceed \$69,778 (GGA share is 50% of total cost). The approval also included optional task 6 (summary of drought impacts) and optional task 7 (Annual Report preparation for Water Years 2023-2025). GGA and Colusa Groundwater Authority staff met with Davids Engineering staff on January 4, 2023 to discuss the Colusa Groundwater Authority and GGA approvals for this work and agree on further clarifications requested by the Colusa Groundwater Authority. The Colusa Groundwater Authority will hold the agreement with the consultant team, which is expected to be executed the week of January 9, 2023.

At the December 19, 2022 meeting, the GGA board approved an agreement with LSCE to provide Groundwater Sustainability Agency data review, fee analysis and rate setting services (fee study project). A kickoff meeting with the GGA program manager and LSCE staff was held on January 6, 2023. Meeting with legal counsel and the Fee Study Ad Hoc Committee will be held in mid-January.

Additional updates may be provided.

Attachments

- SGM Round 2 Component Ranking Table

Rank	Name	SJV Funds Component Requirement	Readiness	Partnerships with Non-Profits, Non-Governmental Organizations (NROs), and/or Colleges/Universities	Benefactors	Cost
<i>Rank in order of importance with 1 being most important. Do not use rank # more than once each.</i>	<i>Provide a name for each proposed component.</i>	<i>Please check box if the component is eligible for SJV-funds</i>	<i>Please check if the component will be under construction by the end of 2023</i>	<i>Please list all partnering agencies that are collaborating on a component with the estimate amount of funding being provided to the nonprofit(s), NGO(s), and/or college(s)/ university (-ies)</i>	<i>Does this component benefit any of the following communities ? (Check all that apply)</i>	<i>Provide a cost estimate for the total component cost. Round to nearest hundred.</i>
unranked	Component 1: Grant Agreement Administration	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Tribe(s) <input type="checkbox"/> URC(s) <input type="checkbox"/> SDAC(s)	\$1,373,812
1	Component 2: On-Going Monitoring, Data Gaps, and Network Enhancements	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$2,590,000
2	Component 3: Tehama Colusa Canal Trickle Flow Recharge Project	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$1,599,000
3	Component 4: Orland Artois Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$8,000,000
4	Component 5: GSP Implementation, Outreach and Compliance Activities	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$1,637,500
5	Component 6: Sycamore Slough Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$2,000,000
6	Component 7: GGA Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$2,000,000
7	Component 8: Glenn Colusa Irrigation District In-Lieu Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$500,000
8	Component 9: Spring Valley Recharge Project				<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$90,000
					Total Cost:	\$19,791,312

9. 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM

- a. Receive update on the 2022 Urban Community Drought Relief Grant Program
- b. *Adopt Resolution Authorizing the Grant Application, Acceptance, and Execution for the Glenn Groundwater Authority Groundwater Recharge Project
- c. *Approve agreement with Larry Walker Associates to provide grant writing services in an amount not to exceed \$10,000 and authorize the Chairman to execute the agreement.

Ryan Fulton with Larry Walker Associates (LWA) provided an overview of the DWR Urban Community Drought Relief Grant Program on November 14, 2022. The GGA gave direction to explore this opportunity further and bring an action item back to the board for consideration. Staff communicated with Mr. Fulton and provided a brief update on the potential grant opportunity at the December 19, 2022 meeting and continued to coordinate with Mr. Fulton in preparation of this meeting.

The GGA Recharge Project, currently under development through the Geosyntec/Water and Land Solutions (Geosyntec Team) Groundwater Recharge Services agreement, may be a good fit for funding under this grant opportunity. The Geosyntec Team prepared a project description, scope of work, budget, and schedule for the SGM Round 2 grant application. This application package could serve as the foundation for pursuing funding through the 2022 Urban Community Drought Relief Grant Program.

The project would need to be coordinated with water suppliers (districts), which would include the Orland-Artois Water District and the Orland Unit Water Users Association. Mr. Fulton has indicated both districts have indicated initial interest in participation; however, their participation and related details would need to be confirmed.

LWA has provided a standard agreement and a cost estimate not to exceed \$10,000 on a time and materials basis to prepare and submit a grant application to demonstrate and pilot groundwater recharge projects. Tasks would include coordinating with DWR, GGA staff, technical team, and local project sponsors; development of application materials (e.g., project benefits, budget, schedule, etc.); and submittal through DWR's GRanTS electronic submittal tool.

Applications are due to DWR by January 31, 2023 at 5:00 p.m. Announcement of Awards is expected by March 2023.

More information about the program can be found at <https://water.ca.gov/Water-Basics/Drought/Urban-Drought-Grant>

Attachments

- SGM Round 2 application excerpts
- Sample Resolution
- Resolution Authorizing the Grant Application, Acceptance, and Execution for the Glenn Groundwater Authority Groundwater Recharge Project
- Standard DWR Agreement template
- Glenn Groundwater Authority Standard Consultant Agreement for Professional Services with Larry Walker Associates, Inc.

COMPONENT 7: GGA Groundwater Recharge Project

The Glenn Groundwater Authority (GGA) is pursuing short and long-term groundwater recharge opportunities in the GGA service area that mitigate current subsidence effects, assist domestic well owners with supply reliability issues, benefit DAC populations, and meet GSP sustainability goals and objectives. The GGA can expedite the implementation of its recharge projects with DWR grant funding to mitigate immediate groundwater sustainability concerns. The project described herein is already in the feasibility and preliminary design phase and needs grant funds to deliver projects with immediate groundwater recharge benefits to the Basin. This project will build upon previous studies and pilot projects for groundwater recharge in the area. Key considerations for groundwater recharge projects will include site feasibility, water availability, water rights, water supply cost and certainty, opportunities for partnership, funding sources, optimal methods of recharge, multi-benefits, and consistency with achieving the sustainability goals for the Subbasin. The data collected will help interested parties throughout the subbasin to determine the feasibility for groundwater recharge. The results of this analysis will be used to identify potential areas for recharge and/or recharge projects for implementation. The project also includes one (1) short-term groundwater recharge project to be implemented, one (1) groundwater recharge investigation (GRI) of an anticipated 80-acre facility for use in developing preliminary design plans and specifications for one project to be implemented.

The GGA has been planning for more groundwater recharge and this project will result in valuable long term recharge opportunities to mitigate known groundwater impacts in the area and would make it easier to reliably meet GSP sustainability metrics in the Subbasin.

More information on the project benefits is included in **Attachment 4, Component 7**.

Implementing Agency: Glenn Groundwater Authority (GGA)

This component will provide planning, design, construction, and monitoring of new recharge project improvements consistent with the project priorities included in the adopted GSP.

Grant funding will expedite the pace at which GGA can develop and implement a groundwater recharge program that increases over time. DAC, SDAC and underrepresented communities will benefit as well domestic well owners who may experience groundwater well impacts during extended dry periods.

See Exhibit M: Farm and Conservation Partners To-Date. Copies of communication materials and tour dates and headcounts will be provided.

Component 7: GGA Recharge Project

Category (a): Component Administration

Prepare reports detailing work completed during reporting period. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and will be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before each Component end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 2: Short Term Project Identification

The primary objective of this task is to prioritize at least one project for implementation during the 2022-2023 water year. The priority project(s) will have available water supply, suitable soils for groundwater recharge, and require minimal environmental review. To accomplish this objective, this task includes the following:

- Obtain information from the GGA regarding potential projects that could be completed within the short term. It is anticipated that these projects will include, but not be limited to, the VanTol, Oliveras, Jasper, and California Olive Ranch projects discussed above.
- Review existing studies including the 2002 Stony Creek Fan Study and 2017 VanTol groundwater recharge investigation along with other relevant studies.
- Conduct site visits and outreach with project proponents, landowners, and relevant water purveyors to gather additional details, discuss feasibility for conducting recharge during the 2022/2023 water year, and assess potential fatal flaws.
- Conduct a cost-benefit analysis that assesses access to water supplies, water rights, conveyance, costs, reliability, average recharge potential (acre-feet), geographical zones of benefit, beneficiaries of groundwater recharge, monitoring costs, and operation and maintenance costs.

The results of these assessments will be documented in a Phase 1 Report that will include at least one project for implementation during the 2022/2023 water year plus descriptions of projects analyzed, results of cost-benefit analysis, outreach conducted, and steps for implementation. An overview of these results will also be presented to the GGA Recharge Pilot Project Ad Hoc Committee and board of directors (costs for these presentations are provided in Task 3).

Deliverables

- Draft and Final Phase 1 Report

Task 3: Long Term Project Identification

The primary objective of this task is to identify groundwater recharge projects with the optimum mix of costs, benefits, complexity, certainty, and timelines for the GGA to implement over the long-term. This will be completed by first evaluating

priority outcomes for the long-term projects. For example, questions to consider include a minimum volume of water expected to be recharge, priority geographical areas, willingness to apply for water rights, etc. After this evaluation we will interview stakeholders to identify other resources not proposed including potential groundwater recharge sites and potential surface water supplies.

Groundwater recharge methods to be considered include dedicated recharge basins, in-stream recharge, Flood-MAR on productive agricultural lands, Flood-MAR on rotationally fallowed agricultural lands, and dry well recharge. The task also includes coordinating with GSAs within the Colusa Subbasin and in neighboring subbasins including Colusa Groundwater Authority, Butte Subbasin, and Corning Subbasin and with other potential partners such as The Nature Conservancy, Sustainable Conservation, and local water districts.

This task also includes reviewing existing studies including the Colusa Basin Drainage Districts 1996 Hydrogeologic Investigation Report for the Orland-Artois Groundwater Recharge Basin and a more detailed assessment of the 2002 Stony Creek Fan Study and 2017 VanTol recharge test. Other reports will be reviewed as identified during Task 2. This task also includes development of a map of potential groundwater recharge areas based on file reviews focused on collecting key datasets such as:

- Geology
- Soil permeability data
- Information from the Soil Agricultural Groundwater Banking Index
- Land ownership parcel map (provided by the County)
- Creeks, canals, and other water bodies
- Conveyance facilities
- Water district boundaries
- Roads and highways
- High resolution aerial photos
- Land use and irrigation source
- Monitoring wells provided in the GSP
- Topography/digital elevation map
- Change in groundwater storage contours as presented in the Annual Report for the Subbasin.

The information will provide the basis for subsequent analysis to identify areas that may benefit from direct groundwater recharge. Using the information developed above, criteria will be developed that identifies areas where it would be feasible and beneficial to enhance groundwater recharge. This step also includes field checks of up to 6 sites to validate information. Based on the compiled data developed above, criteria will be developed to determine potential managed groundwater recharge locations and options for recharging (in-lieu recharge, flooded fields, spreading basins, canals, enhanced stream recharge, gravel pits, dry wells). Based on the criteria, we will develop, map, and shortlist groundwater recharge study areas. The potential projects will then be ranked and narrow the list to six projects for more detailed analysis as described below.

Potential criteria for prioritization and ranking include:

- Land availability
- Land access and improvements
- Soil suitability
- Infiltration rates
- Storage
- Proximity to surface water conveyances
- Costs to move water
- Operations and maintenance
- Environmental concerns
- Reclamation
- Need to apply for surface water rights
- Certainty and timing of surface water supplies

After the short-listed projects are identified, then these projects will be assessed similar to assessment described above for Task 2 that includes a cost-benefit analysis. One project will be selected to conduct the Groundwater Recharge Investigation and Preliminary Design for Task 4.

Deliverables:

- Map and Technical Memorandum

- Draft and Final Report

Task 4: Groundwater Recharge Investigation and Preliminary Design

This task includes performance of a groundwater recharge investigation to identify the groundwater recharge potential at selected site from Task 3. The selected site is anticipated to be up to 80 acres in size with the investigation to include a towed electromagnetic system (tTEM) or equivalent geophysical method survey, approximately 15 cone penetrating tests (CPT), 4 exploratory borings, and collection of groundwater and soil samples for physical and chemical testing.

The data collected from the investigation will be used to help stakeholders determine if the selected site is feasible for groundwater recharge and provide the data needed for development of the preliminary design document. The preliminary design report will include:

- Potential benefits of the project.
- Ability to address sustainable management criteria including minimum thresholds and measurable objectives.
- Suitability to recharge applied water in terms of feet per day over the site and an estimate of the annual quantity of water capable of being recharged to the underlying groundwater basin.
- Potential for groundwater recovery in terms of millions of gallons per day or acre-feet per year.
- Recommendation for monitoring groundwater movement to determine the volume of water recharged and available for recovery without negatively impacting the groundwater basin and/or nearby private (or public) wells.
- Potential Impacts to groundwater quality related to recharge operations.
- Preliminary basin layout that considers the water delivery locations and how water is best distributed and managed across the site
- Environmental clearance requirements
- Permitting requirements
- Operation and maintenance recommendations
- Estimate of probable design and construction cost

Deliverables:

- Groundwater Recharge Investigation Report
- Preliminary Design Report

Task 5: CEQA/Permitting

Prepare and submit required CEQA documentation pursuant to current CEQA guidelines if an exemption from CEQA is not granted. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Conduct a biological assessment to determine if there may be potential impacts to special species and comply with the mitigation measures. Obtain applicable permit(s) pertinent to Component X. Submit a Notice of Exemption or Determination with Glenn County and State Clearinghouse.

Deliverables:

- Letter of No CEQA Challenge
- Biological Assessment Report
- Applicable permit(s), if necessary
- Notice of Exemption/Determination, if applicable

Task 6 – Final Design

Complete the design plans and specifications for selected site from Task 3 along with the topographic survey and/or geotechnical work, if needed. Develop the 50% design plans for project and submit them for review and concurrence prior to completing the final design plans and specifications. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications for review and concurrence prior to advertising Component 3 for bids.

Deliverables:

- Topographic Survey, if necessary
- Geotechnical Investigation, if necessary
- 50% design plans and specifications
- 100% design plans and specifications

Category (c): Implementation / Construction

Task 7 – Short Term Groundwater Project Implementation

Oversee mobilization and site preparation work for the project. Perform project activities including conveyance of water to recharge site, installation of wells, installation of stilling wells, and electrical installation. Prepare a well completion report following well drilling. Conduct performance testing and site demobilization, following construction.

Deliverables:

- Health and Safety Plan

- Project Completion report(s)

Task 8: Bid Documents

Develop all necessary documents to secure a contractor(s) for long term groundwater recharge project selected from Task 3 and submit to the DWR Grant Manager prior to advertising. Award the contract, submit the Notice of Award, and submit the Notice to Proceed to the DWR Grant Manager. Document pre-construction conditions and weekly construction activities, if available. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager. Construct Component X per the final design plans and specifications and outlined in the awarded contract(s). Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure Component X was constructed per the 100% design plans and specifications and that Component X will provide the benefits claimed.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Executed Contract
- Notice to Proceed
- Bid document(s)
- Photo-documentation of pre-, during, and post-construction activities included within the appropriate Quarterly Progress Reports
- Notice of Completion
- As-built drawings
- Site inspection letter or report

Task 7: Construction/Implementation Activities

Conduct mobilization and site preparation work for the project including installation of security fencing and shoring at the project site. Prepare a health and safety plan. Perform construction activities including compaction, excavation, well drilling/rehabilitation, installation of wells, pipeline installation, filtration system and chemical injection installation, monitoring installation, and electrical installation. Prepare a well completion report following well drilling. Conduct performance testing and site demobilization, following construction.

Deliverables:

- Health and Safety Plan
- Project Completion report(s)

Category (d): Monitoring / Assessment

Monitor GGA and Subbasin Wells and obtain groundwater levels and water quality in each well within a 3-mile radius of the project sites. Use historical data and update during the project implementation period to inform the final project design criteria and ensure that project benefits are achieved. Include all monitoring data in the Project Performance Report.

Deliverables:

- Existing monitoring network data collection and analysis
- Additional well data in the vicinity of the project areas
- Groundwater level data within service area
- Ensure data is incorporated into DMS updates
- Organize data for Project Performance Report

Category (e): Engagement / Outreach

Provide information regarding project completion and performance to local groups and district landowners as requested. Provide information to Glenn Groundwater Authority regarding communication on the project results. Communication can involve public meetings, email distribution, website informative pages, etc. that describe the reasoning of the project and the expected benefits.

Task 8: Public Outreach and Education Program

The purpose of the public outreach task is to educate regional and county decision makers and the public about the objectives, progress, and results of the groundwater recharge assessments and designs. The task will include 8 public meetings, 8 meetings with an advisory group, and 8 meetings with the GSAs.

Deliverables

- Meeting Presentations and Handouts

- Project updates to GSA for website and stakeholder communications
- Copies of all materials during project to GSA

Underrepresented Communities and Human Right to Water

The Colusa Subbasin is committed to addressing the needs, risks, and vulnerabilities of Underrepresented Communities (URCs) by ensuring that all parcel owners within the Subbasin achieve SGMA compliance with the proposed actions to be funded through this Application with the implementation of the Colusa Subbasin GSP priority actions. A DAC map is included in **Attachment 4, Component 5** which indicates that the GSP Implementation, Outreach, and Compliance Activities component will benefit all DAC and underrepresented populations in the Subbasin service area. DAC and underrepresented populations comprise a majority of the total population in the service area.

Achieving SGMA compliance and implementing priority actions in the GSP will ensure that DAC and underrepresented populations in the Subbasin can maintain a sustainable groundwater basin to serve current and future water needs and achieve water supply resiliency while meeting human right to water objectives consistent with State policy.

C. Budget

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Table 1a: Budget Summary

The budget for these components was based on professional judgement and experience with similar types of projects with similar designs. The detailed budget for each component is included in Attachment 4 (Supporting documents).

Components	Grant Amount
Component 1: Grant Agreement Administration	\$1,373,812
Component 2: Ongoing Monitoring, Data Gaps, and Enhancements	\$2,590,000
Component 3: Tehama Colusa Canal Trickle Flow Recharge Project	\$1,599,000
Component 4: Orland Artois Recharge Project	\$8,000,000
Component 5: GSP Implementation, Compliance, and Outreach Activities	\$1,637,500.00
Component 6: Sycamore Slough Recharge Project	\$2,000,000
Component 7: GGA Recharge Project	\$2,000,000
Component 8: GCID Groundwater Recharge Project	\$500,000
Component 9: Spring Valley Recharge Project	\$90,000
Total:	\$19,791,312

Table 1b: Component Budget Summaries

Table 1b Budget Summaries for each component are contained in Attachment 4

Component 1: Grant Agreement Administration

The budget for this component was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 2: Ongoing Monitoring, Data Gaps, and Network Enhancements

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 3: Tehama Colusa Canal Trickle Flow Recharge Project

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 4: Orland Artois Recharge Project

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 5: GSP Implementation, Compliance, and Outreach Activities

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 6: Sycamore Slough Recharge Project

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 7: GGA Recharge Project

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 8: GCID Groundwater Recharge Project

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Component 9: Spring Valley Recharge Project

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Rank	Name	SJV Funds Component Requirement	Readiness	Partnerships with Non-Profits, Non-Governmental Organizations (NROs), and/or Colleges/Universities	Benefactors	Cost
<i>Rank in order of importance with 1 being most important. Do not use rank # more than once each.</i>	<i>Provide a name for each proposed component.</i>	<i>Please check box if the component is eligible for SJV-funds</i>	<i>Please check if the component will be under construction by the end of 2023</i>	<i>Please list all partnering agencies that are collaborating on a component with the estimate amount of funding being provided to the nonprofit(s), NGO(s), and/or college(s)/ university (-ies)</i>	<i>Does this component benefit any of the following communities ? (Check all that apply)</i>	<i>Provide a cost estimate for the total component cost. Round to nearest hundred.</i>
unranked	Component 1: Grant Agreement Administration	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Tribe(s) <input type="checkbox"/> URC(s) <input type="checkbox"/> SDAC(s)	\$1,373,812
1	Component 2: On-Going Monitoring, Data Gaps, and Network Enhancements	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$2,590,000
2	Component 3: Tehama Colusa Canal Trickle Flow Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$1,599,000
3	Component 4: Orland Artois Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$8,000,000
4	Component 5: GSP Implementation, Outreach and Compliance Activities	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$1,637,500.00
5	Component 6: Sycamore Slough Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$2,000,000
6	Component 7: GGA Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$2,000,000
7	Component 8: Glenn Colusa Irrigation District In-Lieu Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$500,000
8	Component 9: Spring Valley Recharge Project	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Tribe(s) <input checked="" type="checkbox"/> URC(s) <input checked="" type="checkbox"/> SDAC(s)	\$90,000
					Total Cost:	\$19,791,312

D. Schedule

The Schedule for this component was based on professional judgement and experience with similar types of projects with similar funding sources. Completion of this component is feasible within the grant timeline. The schedule assumes that grant funding agreements would be executed by November 1, 2023 which would be beginning of the Grant Administration task. The final grant reimbursement request will be submitted to DWR by or before June 30, 2026 unless otherwise amended by DWR.

Grant Title: Colusa Subbasin GSP Implementation

Categories	Start Date	End Date
Component 1: Grant Administration	November 1, 2022	April 30, 2026
(a) Component Administration	11/01/2023	06/30/2026
(b) Environmental / Engineering / Design		
(c) Implementation / Construction		
(d) Monitoring / Assessment		
(e) Engagement / Outreach		
Component 2: Ongoing Monitoring/Data Gaps/ Enhancem.	November 1, 2022	April 30, 2026
(a) Component Administration	11/01/2023	04/30/2026
(b) Environmental / Engineering / Design	11/01/2023	12/31/2024
(c) Implementation / Construction	01/01/2025	04/30/2026
(d) Monitoring / Assessment	10/01/2024	04/30/2026
(e) Engagement / Outreach	11/01/2023	04/30/2026
Component 3: TCC Trickle Flow Recharge Project	November 1, 2022	April 30, 2026
(a) Component Administration	11/01/2023	04/30/2026
(b) Environmental / Engineering / Design	01/01/2024	12/31/2024
(c) Implementation / Construction	01/01/2025	04/30/2026
(d) Monitoring / Assessment	01/01/2024	12/31/2025
(e) Engagement / Outreach	11/01/2023	04/30/2026
Component 4: Orland-Artois Annexation/Recharge Project	November 1, 2022	April 30, 2026
(a) Component Administration	11/01/2023	03/31/2026
(b) Environmental / Engineering / Design	10/04/2022	04/30/2024
(c) Implementation / Construction	05/01/2024	03/31/2026
(d) Monitoring / Assessment	05/01/2024	03/31/2026
(e) Engagement / Outreach	11/01/2023	03/31/2026
Component 5: GSP Implementation, Outreach, Compliance	November 1, 2022	April 30, 2026
(a) Component Administration		
(b) Environmental / Engineering / Design		
(c) Implementation / Construction		
(d) Monitoring / Assessment	11/01/2023	04/30/2026
(e) Engagement / Outreach	11/01/2023	04/30/2026
Component 6: Sycamore Slough Recharge Project	November 1, 2022	April 30, 2026
(a) Component Administration	11/01/2023	04/30/2026
(b) Environmental / Engineering / Design	11/01/2023	12/31/2024
(c) Implementation / Construction	01/01/2025	03/31/2026
(d) Monitoring / Assessment	01/01/2025	03/31/2026
(e) Engagement / Outreach	11/01/2023	03/31/2026
Component 7: GGA Groundwater Recharge Project	November 1, 2022	April 30, 2026
(a) Component Administration	10/04/2022	12/31/2024
(b) Environmental / Engineering / Design	10/04/2022	10/31/2023
(c) Implementation / Construction	02/01/2023	02/01/2024
(d) Monitoring / Assessment	-	-
(e) Engagement / Outreach	11/01/2022	12/31/2024
Component 8: GCID Groundwater Recharge Project	November 1, 2022	April 30, 2026
(a) Component Administration	11/01/2023	3/31/2026
(b) Environmental / Engineering / Design	10/1/2023	6/30/2024
(c) Implementation / Construction	7/1/2024	3/31/2026
(d) Monitoring / Assessment	12/1/2023	3/31/2026
(e) Engagement / Outreach	1/1/2024	3/31/2026

Categories	Start Date	End Date
Component 9: Spring Valley Recharge Project	November 1, 2022	April 30, 2026
(a) Component Administration		
(b) Environmental / Engineering / Design		
(c) Implementation / Construction	01/01/2024	09/30/2024
(d) Monitoring / Assessment		
(e) Engagement / Outreach	11/01/2023	09/30/2024

ATTACHMENT 4

Component 7 – GGA Groundwater Recharge

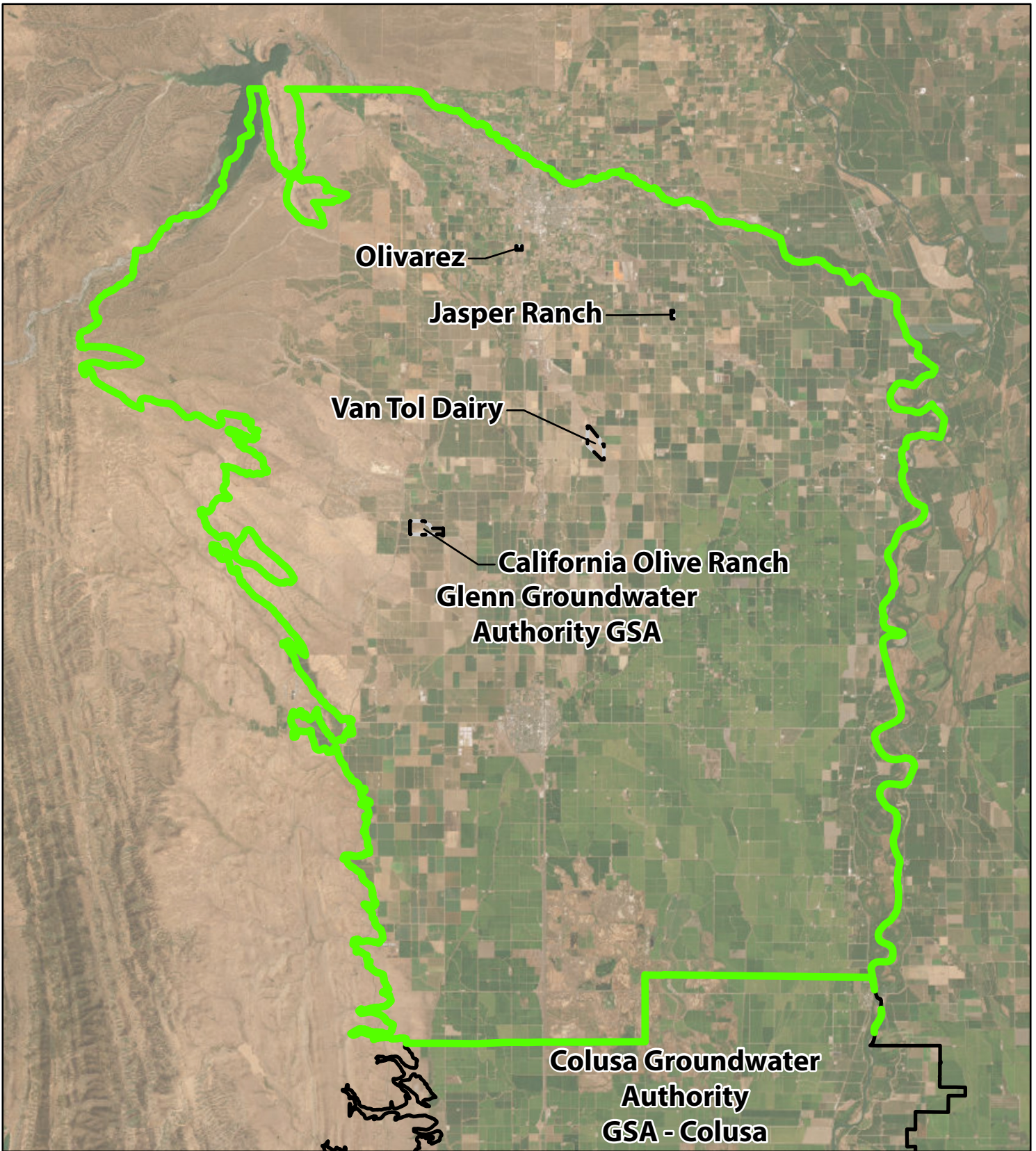
Project Project Map: Project Area Map (Figure 1)

Project Map: Dry Well Density (Figure 2)




Project Map: Subsidence Impact Area (Figure 3)

Project Map: DAC Map (Figure 4)





Legend

-  Short-term Groundwater Recharge Projects
-  Project Area
-  Groundwater Service Area Boundaries



GGA GSA Groundwater Recharge Project

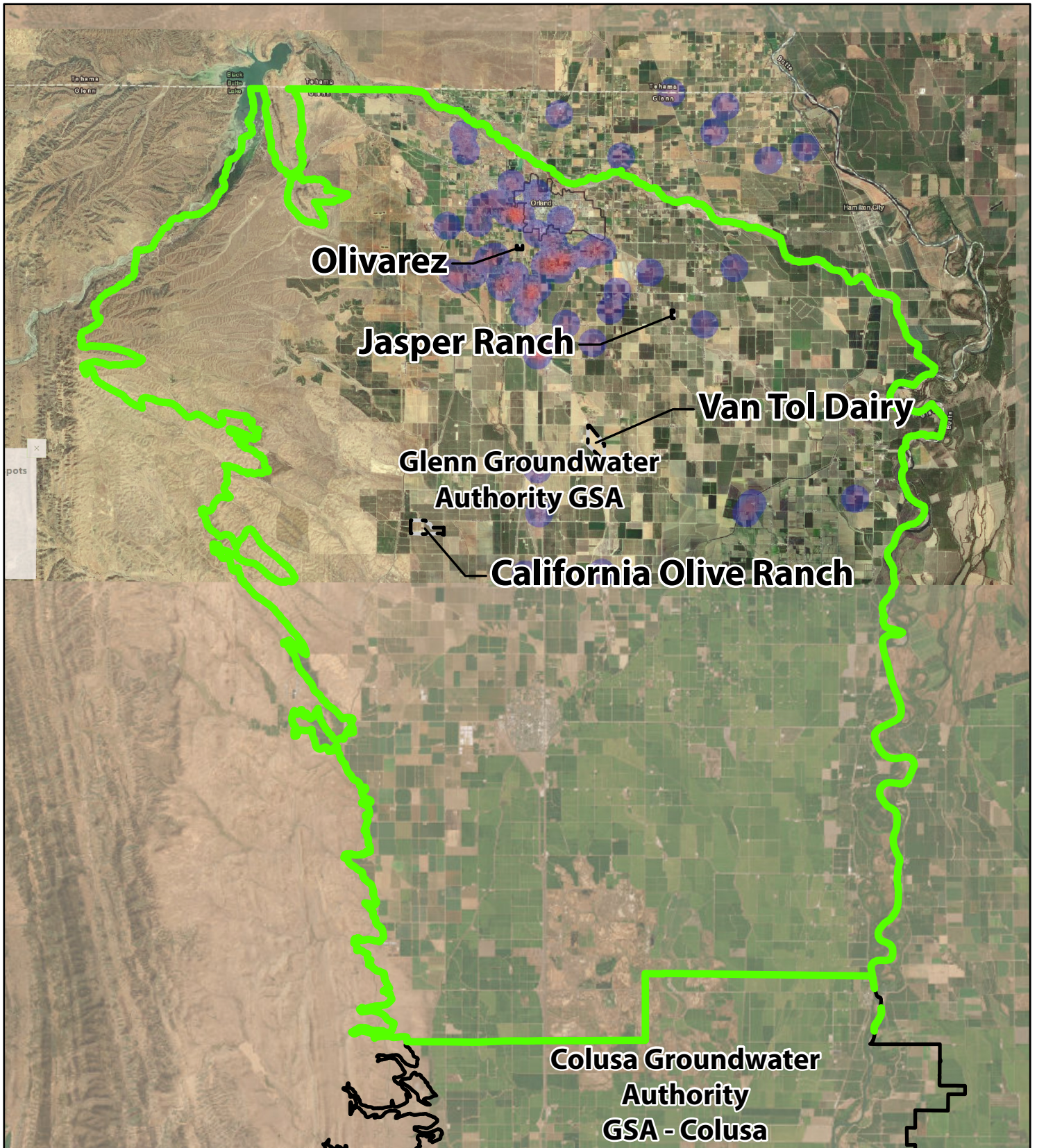
Geosyntec
consultants

Figure




1

SFO145

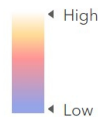
December 2022



Legend

-  Short-term Groundwater Recharge Projects
-  Project Area
-  Groundwater Service Area Boundaries

2021 through 2022 Total Dry Wells-Density



GGA GSA Groundwater Recharge Project

Geosyntec
consultants

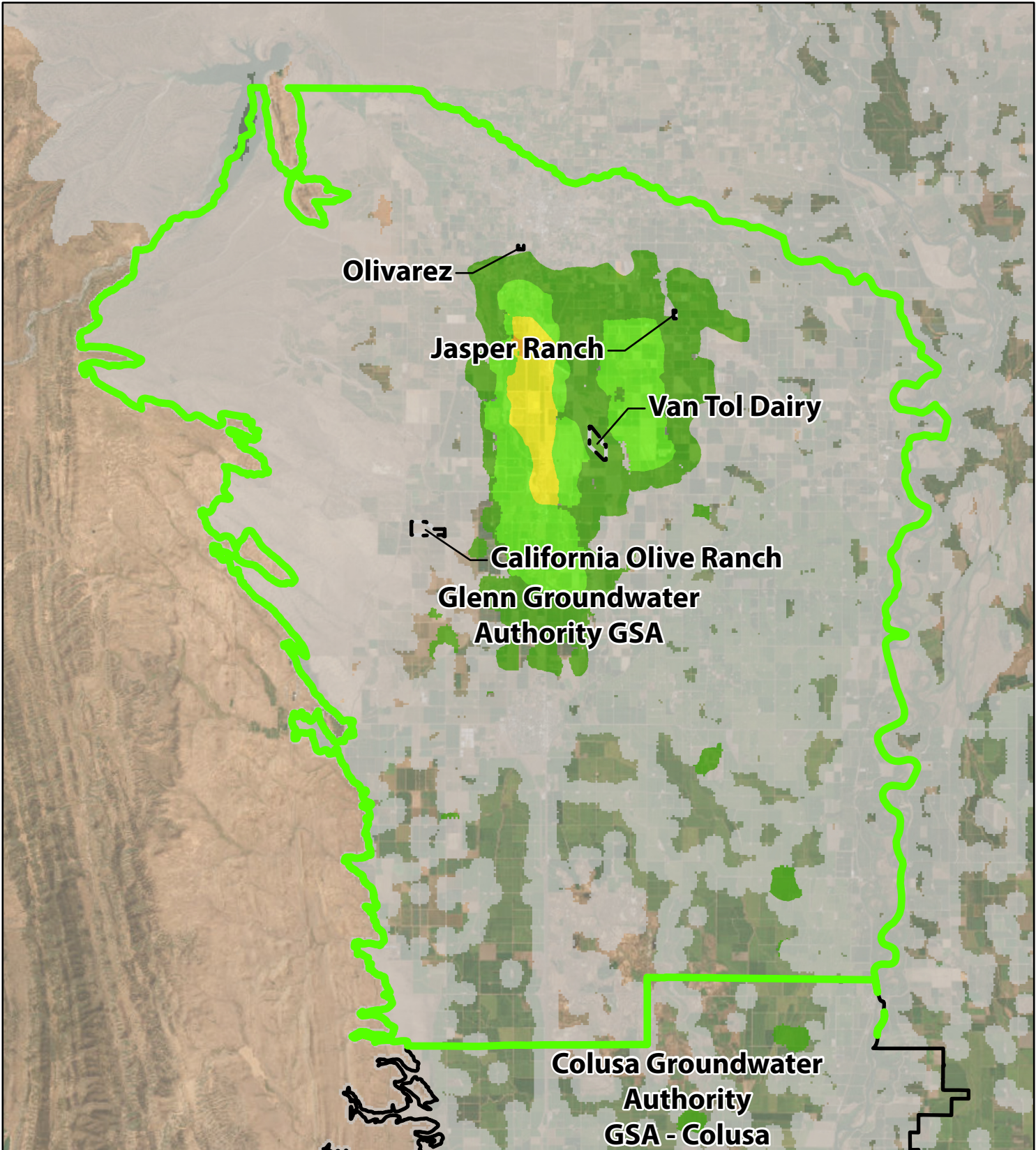
Figure

2

SFO145

December 2022

Page 38

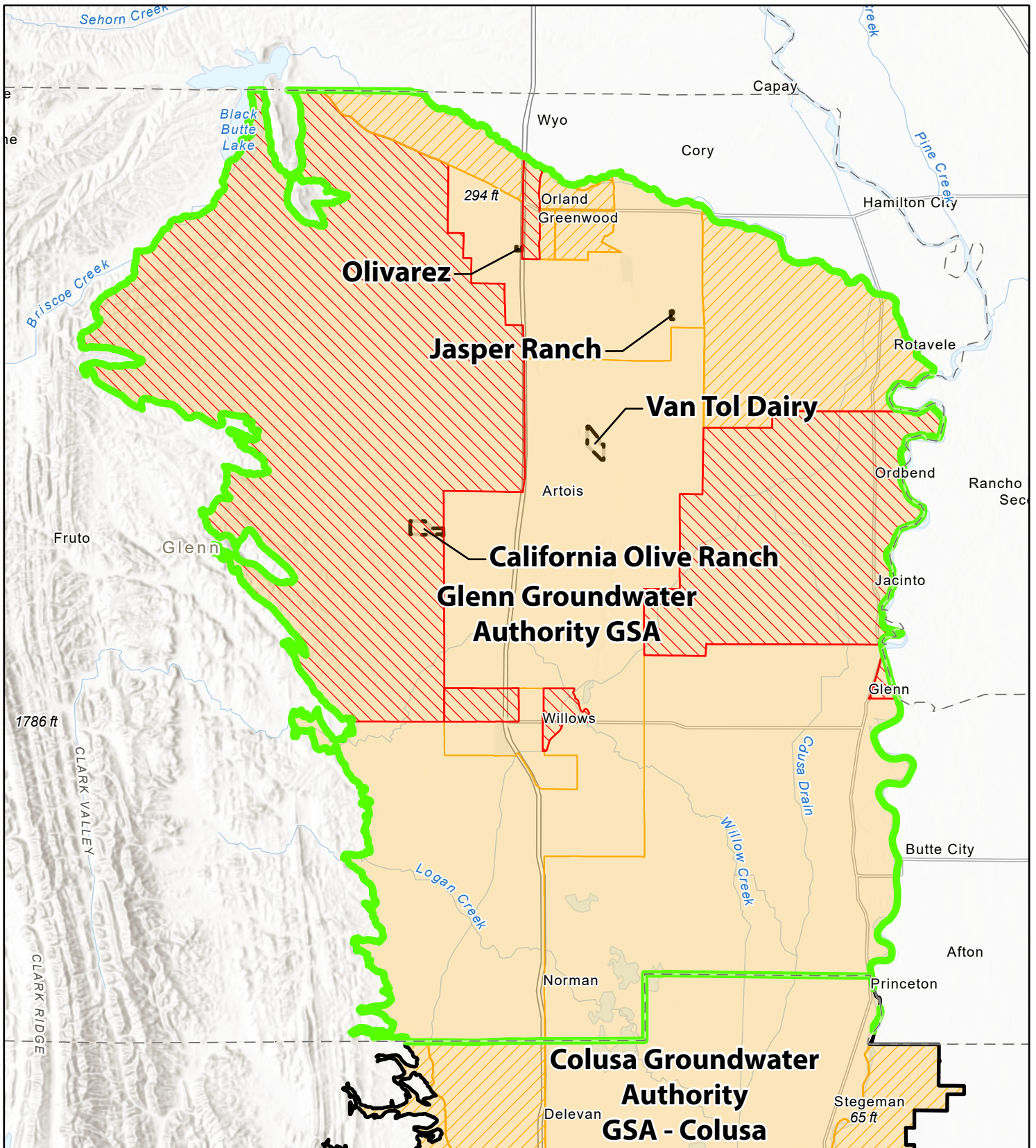


Legend







<ul style="list-style-type: none"> Short-term Groundwater Recharge Projects Project Area Groundwater Service Area Boundaries 	<u>Vertical Displacement</u>
	-0.6 to -0.4 feet
	-0.4 to -0.2 feet
	-0.2 to -0.1 feet
	-0.1 to -0.1 feet

0 4 Miles

GGA GSA Groundwater Recharge Project	
SFO145	December 2022
Figure 3	



Legend

-  Disadvantaged Block Group
-  Severely Disadvantaged Block Group
-  Disadvantaged Census Tract
-  Project Area
-  Short-term Groundwater Recharge Projects
-  Groundwater Service Area Boundaries



GGA GSA Groundwater Recharge Project

Geosyntec
consultants

Figure

4

SFO145

December 2022

Page 40

Colusa Subbasin SGMA Prop. 68 Round 2 Implementation Grant Application
Attachment 4 - Supporting Documents
Submittal of Application Component (1-9) Budgets Per Application Requirements
(All budget tables and data would not fit within 2 page budget limit)

B. Budget

The budget for this project was based on professional judgement and experience with similar types of projects with similar designs and funding sources. It assumes tracking the status of work plan deliverables, preparing quarterly progress reports, DWR and GSA coordination, and grant reimbursement processing from date of DWR funding agreement execution date (assumed to be November 1, 2023) or notice to proceed through June 30, 2026.

Table 1b: Component Budget Summaries

Component 1: Grant Agreement Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration (7.5%)	\$1,373,812
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,373,812

Component 2: Ongoing Monitoring, Data Gaps, and Network Enhancements

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$123,250
(b) Environmental / Engineering / Design	\$135,575
(c) Implementation / Construction	\$1,220,175
(d) Monitoring / Assessment	\$986,000
(e) Engagement / Outreach	\$125,000
Total:	\$2,590,000

Component 3: Tehama Colusa Canal Trickle Flow Recharge Project

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$76,143.00
(b) Environmental / Engineering / Design	\$25,000
(c) Implementation / Construction	\$1,460,000
(d) Monitoring / Assessment	\$25,000
(e) Engagement / Outreach	\$12,857
Total:	\$1,599,000.00

Component 4: Orland Artois Recharge Project

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$415,000
(b) Environmental / Engineering / Design	\$1,068,478
(c) Implementation / Construction	\$6,496,522
(d) Monitoring / Assessment	\$10,000
(e) Engagement / Outreach	\$10,000
Total:	\$8,000,000

Component 5: GSP Implementation, Compliance, and Outreach Activities

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$1,155,000
(e) Engagement / Outreach	\$482,500
Total:	\$1,637,500.00

Component 6: Sycamore Slough Recharge Project

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$130,000
(b) Environmental / Engineering / Design	\$645,000
(c) Implementation / Construction	\$1,100,000
(d) Monitoring / Assessment	\$115,000
(e) Engagement / Outreach	\$10,000
Total:	\$2,000,000.00

Component 7: GGA Recharge Project

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$80,000.00
(b) Environmental / Engineering / Design	\$675,000
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$60,000
Total:	\$2,000,000.00

Component 8: GCID Groundwater Recharge Project

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$25,000
(b) Environmental / Engineering / Design	\$100,000
(c) Implementation / Construction	\$315,000
(d) Monitoring / Assessment	\$50,000
(e) Engagement / Outreach	\$10,000
Total:	\$500,000

Component 9: Spring Valley Recharge Project

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$90,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$90,000.00

Appendix C- Sample Authorizing Resolution

If possible, include a resolution adopted by the applicant’s governing body authorizing the application for a grant under this program that designates a representative to sign the application, and in the event of an award of grant funds, a representative to execute the funding agreement and all necessary documentation (e.g., invoices, progress reports, etc.). If the resolution has not been adopted prior to the application’s submission, indicate in the self-certification form document when a signed resolution will be received by DWR. A signed, certified resolution must be received prior to the execution of a grant agreement with the State. In some cases, an applicant may have a standing (permanent) delegation, applicable ordinance, or bylaws that already delegate a representative. In such cases, please include the applicable documents with your application. Attached is a sample resolution template that may be used:

RESOLUTION NO. [xxxx]
A RESOLUTION OF THE [GOVERNING BODY] OF THE [AGENCY NAME]
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION
FOR THE [PROJECT TITLE]

WHEREAS, [Agency Name] proposes to implement [Project Title];

WHEREAS, [Agency Name] has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, [Agency Name] intends to apply for grant funding from the California Department of Water Resources for the [Project Title];

THEREFORE, BE IT RESOLVED by the [Governing Body] of the [Agency Name] as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the [Agency Name] [Title of Authorized Representative], or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The [Agency Name] [Title of Authorized Representative], or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The [Agency Name] [Title of Authorized Representative], or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the [Governing Body Name] of the [agency name] at the meeting held on [date], motion by [member name] and seconded by [member name], motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

[Printed Name]
[Title], [Governing Body]

Attest:

[Printed Name]
[Secretary/Clerk]

**GLENN GROUNDWATER AUTHORITY
RESOLUTION NO. 2023-001**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GLENN
GROUNDWATER AUTHORITY AUTHORIZING THE GRANT APPLICATION,
ACCEPTANCE, AND EXECUTION FOR THE GLENN GROUNDWATER AUTHORITY
GROUNDWATER RECHARGE PROJECT**

WHEREAS, the Glenn Groundwater Authority proposes to implement the Glenn Groundwater Authority Groundwater Recharge Project;

WHEREAS, the Glenn Groundwater Authority has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the Glenn Groundwater Authority intends to apply for grant funding from the California Department of Water Resources for the Glenn Groundwater Authority Groundwater Recharge Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Glenn Groundwater Authority as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the Glenn Groundwater Authority Program Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The Glenn Groundwater Authority Program Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Glenn Groundwater Authority Program Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Glenn Groundwater Authority at the meeting held on January 9, 2023, motion by [member name] and seconded by [member name], motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

[Printed Name]
[Title], [Governing Body]

Attest:

[Printed Name]
[Secretary/Clerk]

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
<GRANTEE NAME>
AGREEMENT NUMBER <SAP AGREEMENT NUMBER>
URBAN COMMUNITY DROUGHT RELIEF GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the Project.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on July 1, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule>, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>. Any additional costs are the responsibility of the Grantee.
- 4) GRANTEE REQUIRED COST SHARE. The Grantee is required to provide a local cost share (non-State funds) in the amount of \$<INSERT AMOUNT>, as set forth in Exhibit B (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan), incurred after June 30, 2022.
- 5) BASIC CONDITIONS.
 - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2022 Urban Community Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2022 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation . The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, and

- c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 30, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to July 1, 2022.
- B. Costs for preparing and filing a grant application.
- C. Purchase of equipment that is not an integral part of a project.
- D. Establishing a reserve fund.
- E. Purchase of water supply.
- F. Replacement of existing funding sources (e.g., bridge loans).
- G. Meals, food items, or refreshments.
- H. Payment of any punitive regulatory agency requirement, federal or state taxes.
- I. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- J. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS'

organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- K. Mitigation for environmental impacts not resulting from implementation of a project funded by this Agreement. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, “Submission of Reports.” Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, “Budget.” The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours’ summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s funding amount, as depicted in Paragraph 3, “Grant Amount”.
 - v. Original signature and date of the Grantee’s Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original “wet signature” copy of the invoice form to the Project Manager at the following address: <Insert appropriate address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:
- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 21 of the 2022 Guidelines and Proposal Solicitation Package.
 - B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2022 Guidelines and Proposal Solicitation Package.
 - C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2022 Guidelines and Proposal Solicitation Package.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
 - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of

State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
- B. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- C. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- D. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."
- 14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in **Exhibit L**, "Project Monitoring Plan Guidance."
- 15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be

undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

<Grantee agency/company Name>

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 653-4736

<Grantee Project Representative Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####

Email: Arthur.Hinojosa@water.ca.gov

Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<Grantee agency/company Name>

<DWR Project Manager Name>

<Grantee Project Manager Name>

<Title>

<Title>

<Mailing address line 1>

<Mailing address line 1>

<Mailing address line 2>

<Mailing address line 2>

Phone: (###) ###-####

Phone: (###) ###-####

Email:

Email:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Manager, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

DRAFT

EXHIBIT A

WORK PLAN (or copy their work plan into this item)

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If land and/or easement acquisition is not applicable, state as such.
- A listing of all anticipated permits
- If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- Necessary plans and specifications.

Grant Administration

IMPLEMENTING AGENCY: <GRANTEE> (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Brief Description of work that will be done, where, and the quantitative benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail }

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Instruction: Please use the first example if your project has not yet completed CEQA. Please include NEPA compliance in this section, if applicable.

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Or

A <NOE/MND/EIR> was filed for this project with the <enter Office of Planning and Research and/or County> in <Month Year>. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: <Insert description>. The following permits are anticipated to be acquired for this project: <Insert description>

Deliverables:

- Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 13 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

<Add applicable detail>

Deliverables:

- Bid Documents

- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. <Add applicable detail>

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization <Add applicable detail>

11(b): Site preparation will include <Add applicable detail>

11(c): Install, construct, excavate <Add applicable detail>

11(d): Improve <Add applicable detail>

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B
BUDGET

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	Required Cost Share	All Other Cost*	Total Cost
	Grant Administration	\$0	\$0	\$0	\$0
1	Project 1: <Title>	\$0	\$0	\$0	\$0
X	Project X: <Title>	\$0	\$0	\$0	\$0
	GRAND TOTAL	\$0	\$0	\$0	\$0

*List sources of All Other Cost, including other State Fund Sources.



Grant Administration

Implementing Agency:

	BUDGET CATEGORY	Grant Amount	Required Cost Share	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$0	\$0
TOTAL COSTS		\$0	\$0	\$0	\$0

NOTES:

*List sources of All Other Cost, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

	BUDGET CATEGORY	Grant Amount	Required Cost Share	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$0	\$0
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction / Implementation	\$0	\$0	\$0	\$0
TOTAL COSTS		\$0	\$0	\$0	\$0

NOTES:

* List sources of All Other Cost, including other State Fund Sources.

EXHIBIT C
SCHEDULE

Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule must be consistent with the work plan and budget.

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	MM/DD/YYYY	MM/DD/YYYY

PROJECT X: <Project X Name>

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	MM/DD/YYYY	MM/DD/YYYY
b	Land Purchase / Easement	MM/DD/YYYY	MM/DD/YYYY
c	Planning / Design / Engineering / Environmental Documentation	MM/DD/YYYY	MM/DD/YYYY
d	Construction / Implementation	MM/DD/YYYY	MM/DD/YYYY

<Add footnote if needed to explain any overlap of construction with Category c or d>

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and

are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.16. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.17. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
 - A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for

non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.26. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

DRAFT

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

DRAFT

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

DRAFT

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

**GLENN GROUNDWATER AUTHORITY
STANDARD CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES**

CONSULTANT's Name: Larry Walker Associates, Inc.

CONSULTANT's Address: 1480 Drew Avenue, Suite 100
Davis, CA 95618

CONSULTANT's Phone & Email: Laura Foglia
lauraf@lwa.com
(530) 753-6400

On December 15, 2022, the Glenn Groundwater Authority (CLIENT) entered into a written consulting agreement (the CONTRACT) with Larry Walker Associates (CONSULTANT) to provide professional services to develop an application for the 2022 Urban Community Drought Relief Grant Program (the PROJECT).

CLIENT and the CONSULTANT have agreed that the CONSULTANT will perform the following services which are part of the PROJECT identified above.

The services covered by this CONSULTANT AGREEMENT will be performed in accordance with the PROVISIONS included within this form and any attachments or schedules.

SCOPE OF SERVICES and SCHEDULE: See **Attachment A**.

COMPENSATION: Compensation for CONSULTANT'S services under this agreement shall be on a time and material basis, charged in accordance with the CONSULTANT'S current rate billing schedule, **Attachment B**, with a not-to-exceed upper limit of \$10,000.

OTHER TERMS: None

PROVISIONS

ARTICLE 1. TERMS OF PAYMENT

A. Invoicing

The CONSULTANT may submit invoices to CLIENT progress payments not more than once each month by the ___ of each month. Such invoices will represent the value of the completed Scope of Services and will be prepared in a form and supported by documentation as CLIENT may reasonably require. Invoices will be reviewed and approved by CLIENT.

B. Payment

Following receipt of reimbursement, payment will be made by CLIENT to the CONSULTANT within fifteen (15) days for the approved invoice amount, less any retainage by CLIENT, less any retainage specified elsewhere in this CONSULTANT AGREEMENT.

C. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT related documents and data that are required to be furnished under this CONSULTANT AGREEMENT. Final payment will be made within fifteen (15) days of receipt of final payment from CLIENT.

ARTICLE 2. OBLIGATION OF CONSULTANT

A. Independent Contractor

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this CONSULTANT AGREEMENT will create any employment relationship between CLIENT and CONSULTANT.

B. Lower Tier Subcontracts

Any proposed or existing subcontract(s) with CONSULTANT to perform a portion of the Scope of Services hereunder (Lower Tier Subconsultant) must, before work is begun, be submitted to and approved in writing by CLIENT. CONSULTANT will bind all Lower Tier Subconsultants to the Provisions of this CONSULTANT AGREEMENT.

Neither this CONSULTANT AGREEMENT nor any Lower Tier subcontract will create any employer/employee relationship between any Lower Tier Subconsultant and CLIENT, nor any liability of CLIENT to any Lower Tier Subconsultant.

C. Performance

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The CONSULTANT will re-perform any services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, CLIENT may cause the same to be corrected and deduct costs incurred from CONSULTANT's compensation.

D. Insurance and Indemnification

The CONSULTANT will procure and maintain, at a minimum, throughout this CONSULTANT AGREEMENT, the following insurance types and amounts and will submit certificates verifying such to CLIENT:

- (1) Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- (2) Commercial automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits.
- (3) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the CONSULTANT or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits and \$2,000,000 in the aggregate.

All insurance certificates will provide the name of the Project and CLIENT's contract number within the description. In addition, the insurance certificates will state that the insurance carrier will give CLIENT thirty (30) days notice of any cancellation of the policies; ten (10) days notice for cancellation due to non-payment of the premium. CONSULTANT must notify CLIENT of such cancellations within five (5) days. Insurance required under Items 2 and 3 shall name California Farm Bureau Federation as additional insured.

CONSULTANT agrees to indemnify, defend, and hold CLIENT officers, directors, employees, and agents harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property to the extent caused by any negligent acts or omissions of CONSULTANT or any Lower Tier Subconsultant, including court costs and reasonable attorney's fees.

CONSULTANT's obligation to indemnify and defend CLIENT is not immediate. CONSULTANT agrees to reimburse CLIENT for reasonable defense costs incurred in an amount equal to the percentage of CONSULTANT's fault as ultimately determined by a court of competent jurisdiction.

E. Key Personnel

The CONSULTANT will provide qualified personnel to perform its Scope of Services. Within five (5) days of execution of this CONSULTANT AGREEMENT or receipt of a written authorization to proceed, the CONSULTANT will submit a list of key personnel for its work, including a designated project manager, if requested by CLIENT. The CONSULTANT will not change or reassign any of the designated key personnel without the written approval of CLIENT.

F. Copies of Data

One legible copy each of all notes, field notes, drawings, prints, and plans prepared under the terms of this CONSULTANT AGREEMENT will, if requested by CLIENT, be delivered by the CONSULTANT to CLIENT upon completion of the Scope of Services.

G. Access to Records

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by CLIENT during CONSULTANT's normal business hours for a period of three (3) years after CONSULTANT's final invoice to the extent required to verify the costs incurred hereunder.

H. Publicity

CONSULTANT will not disclose the nature of its Scope of Services on the PROJECT, or engage in any other publicity or public media disclosures with respect to this PROJECT without the prior written consent of CLIENT.

I. Suspension of Work

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Scope of Services. In such event, the CONSULTANT will resume the Scope of Services upon written notice from CLIENT and an appropriate extension of time will be mutually agreed upon and added to the CONSULTANT's time of performance.

J. Completion and Acceptance

After submission of the final work product, as specified in Article 1-C and Attachment A, and when CONSULTANT deems the Scope of Services completed, the CONSULTANT will give CLIENT notice thereof in writing. Within thirty (30) days after receipt of such notice, CLIENT will determine if the Scope of Services has been completed to its satisfaction; if so, CLIENT will advise CONSULTANT in writing of its final acceptance thereof; if not, CLIENT will notify CONSULTANT of its lack or failure of performance, and CONSULTANT will take remedial action as described in Article 2-C and will repeat the procedure stated herein until the Scope of Services has been satisfactorily completed and accepted.

K. Equal Employment Opportunity

1. Compliance with Regulations. CONSULTANT shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and a supplemented in Department of Labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."

2. Nondiscrimination. CONSULTANT, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this AGREEMENT and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

4. Information and Reports. CONSULTANT shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CLIENT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to CLIENT, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of noncompliance by CONSULTANT with the nondiscrimination provisions of this Agreement, CLIENT shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:

- (a) Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

ARTICLE 3. OBLIGATIONS OF CLIENT

A. Timely Review

CLIENT will examine the CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other project-related documents and render decisions required by CONSULTANT in a timely manner.

B. Prompt Notice

CLIENT will give prompt written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Scope of Services, or any defect in the work of the CONSULTANT.

C. Furnished Data

Upon request, CLIENT will provide the CONSULTANT all relevant technical data in its possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the CONSULTANT's Scope of Services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

ARTICLE 4. GENERAL LEGAL PROVISIONS

A. Proprietary Information

All drawings, specifications, technical data, and other information furnished to CONSULTANT either by CLIENT or developed by CONSULTANT or others in connection with the Scope of Services are, and will remain, the property of CLIENT, and may not be copied or otherwise reproduced or used in any way except in connection with the Scope of Services, or disclosed to third parties or used in any manner detrimental to the interests of CLIENT. The following information will not be subject to the confidentiality requirements of the above.

- (1) Information in the public domain through no action of CONSULTANT in breach of this CONSULTANT AGREEMENT; or
- (2) Information independently developed by CONSULTANT; or
- (3) Information acquired by CONSULTANT from a third party not delivered to CONSULTANT in breach of confidentiality agreements that said third party may have with CLIENT.

B. Assignments

This CONSULTANT AGREEMENT and the rights and duties hereunder will not be assigned, subcontracted, or transferred by CONSULTANT, in whole or in part, without CLIENT's prior written approval.

C. Force Majeure

Neither party to this CONSULTANT AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

D. Authorization to Proceed

Execution of this CONSULTANT AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the Scope of Services, unless otherwise provided for in this CONSULTANT AGREEMENT.

E. No Third Party Beneficiaries

This CONSULTANT AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and CLIENT and has no third-party beneficiaries.

F. Jurisdiction

The law of the state, or province, governing the CONTRACT with CLIENT shall govern the validity of this CONSULTANT AGREEMENT, its interpretation and performance, and any other claims related to it.

G. Severability and Survival

If any of the provisions contained in this CONSULTANT AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or non-enforceability will not affect any other provision, and this CONSULTANT AGREEMENT will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The provisions of articles 2C, 2D and 4A will survive termination of the CONSULTANT AGREEMENT.

H. Termination/Cancellation

CLIENT will have the right to terminate this CONSULTANT AGREEMENT for its convenience. After termination, CONSULTANT will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to CLIENT of detailed supporting invoices. CONSULTANT will not be entitled to profit or other compensation on services not performed.

If CONSULTANT during performance of the Scope of Services:

- (1) Becomes insolvent or makes a general assignment for the benefit of its creditors; files or has filed against CONSULTANT a petition in bankruptcy or an attachment or execution levied upon any of CONSULTANT's property used hereunder; or has appointed a receiver for CONSULTANT's business; or
- (2) Has any legal proceeding commenced against CONSULTANT that, in the opinion of CLIENT, interferes with the performance and satisfactory completion of the Scope of Services; or

- (3) Fails or refuses to proceed with the Scope of Services in a prompt, safe, and diligent manner, or to supply adequate equipment or properly skilled employees; or
- (4) Fails to pay promptly all monies due Lower Tier Subconsultant for services, labor, or materials used in connection with the Scope of Services; or
- (5) Fails or refused to proceed in full compliance with all provisions of this CONSULTANT AGREEMENT;

then CONSULTANT will be deemed in default and CLIENT, without prejudice to any other rights or remedy it may have, may give CONSULTANT notice in writing setting forth the particulars of such default. Unless such default is corrected within seven (7) days from date of said notice, CLIENT, at its option, may terminate this CONSULTANT AGREEMENT.

I. Interest in Contract

CONSULTANT covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

J. Scope of Services

CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for the CONSULTANT's Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by the CONSULTANT will be entitled to additional compensation or extension of time only as authorized in writing by CLIENT.

K. Attachments and Schedules

The following attachments and schedules are hereby made a part of this CONSULTANT AGREEMENT:

- Attachment A: Scope of Work and Schedule
- Attachment B: Rate Schedule

Approved for: Larry Walker Associates, Inc.

Accepted for: CLIENT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attachment A

Scope of Work and Schedule

Larry Walker Associates (LWA) will support Glenn Groundwater Authority (GGA) prepare a grant application for the 2022 Urban Community Drought Relief Grant Program to demonstrate and pilot groundwater recharge projects. The cost to GGA to prepare the grant application will not exceed \$10,000 billed on a time and material basis according to LWA's standard rate schedule (Attachment B). Tasks include coordinating with DWR, GGA staff, technical team, and local project sponsors; development of application materials (e.g., project benefits, budget, schedule, etc.); and submittal through DWR's GRanTS electronic submittal tool. The application will be submitted to DWR by the January 31, 2023, deadline.

Attachment B

	LARRY WALKER ASSOCIATES 2022-2023 RATE SHEET <i>Effective July 1, 2022 – June 30, 2023</i>
---	--

TITLE	RATE (\$/Hour)	REIMBURSABLE COSTS	
Administrative	\$ 96	Travel	
Contract Coordinator	\$138	Local Mileage	Current IRS Rate
AR/AP Manager	\$138	Transportation	Actual Expense
Graphic Designer	\$128	Auto Rental	Actual Expense
Senior Graphic Designer	\$166	Fares	Actual Expense
Project Staff I-C	\$133	Room	Actual Expense
Project Staff I-B	\$161	Subsistence And Per Diem Meals ⁽¹⁾	Current GSA Rate
Project Staff I-A	\$187	Breakfast	Current GSA Rate
Project Staff II-B	\$198	Lunch	Current GSA Rate
Project Staff II-A	\$224	Dinner	Current GSA Rate
Senior Staff I	\$241	Incidentals	Current GSA Rate
Senior Staff II	\$259	Report Reproduction And Copying:	
Associate I	\$275	Per Color Copy, In-House	\$0.89
Associate II	\$290	Per Black And White Copy, In-House	\$0.08
Vice President	\$310	Per Binding, In-House	\$1.95
Executive Vice President	\$325	Special Postage And Express Mail:	Actual Expense
Senior Executive	\$340	Third-Party Material Preparation	Actual Expense
President	\$340	Other Direct Costs:	Actual Expense
		Daily Equipment Rental Rates:	
		Single Parameter Meters & Equipment	\$30.00
		Digital Flow Meter	\$60.00
		Multi-Parameter Field Meters & Sondes	\$100.00
		Dye/Tracer Mapping Or Residence Time	\$200.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle And All Equipment)	\$200.00
		Subcontractors:	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.

10. COMMITTEE UPDATES

- a. Annual Report Ad Hoc Committee
- b. Executive Committee
 - i. CGA/GGA Joint Executive Committee
- c. Fee Study Ad Hoc Committee
- d. Groundwater Recharge Pilot Project Ad Hoc Committee
- e. Technical Advisory Committee

The **Annual Report Ad Hoc Committee** was appointed at the September 13, 2022 Board meeting. The committee met with the Colusa Groundwater Authority Ad Hoc Committee and brought a recommendation to the December 19, 2022 special board meeting. The recommendation was accepted. The committee has completed its assigned tasks to coordinate with the Colusa Groundwater Authority and complete all tasks necessary to bring a consultant selection recommendation to the GGA Board.

Committee Members: Gary Hansen, Bruce Roundy

The **GGA Executive Committee** last met July 27, 2022. The October 26, 2022 meeting was cancelled. The CGA/GGA Joint Executive Committee met January 28, 2022. The next GGA Executive Committee meeting has not been scheduled.

Committee Members: John Amaro, Matt Deadmond, Gary Hansen

The **Fee Study Ad Hoc Committee** was appointed at the December 19, 2022 special board meeting to work with staff and consultant team, provide guidance on the fee study, and bring options and recommendations to the board. The committee has not yet met, but plans to meet in January 2023.

Committee Members: John Amaro, Grant Carmon, Mark Lohse

The **Groundwater Recharge Pilot Project Ad Hoc Committee** was appointed at the November 14, 2022 board meeting to coordinate with and provide guidance to the consultant team (Geosyntec/Water and Land Solutions). The committee has not met since the November 14, 2022 meeting; however, a report on the project's progress and direction to the committee was included in Item 7.

Committee Members: Emil Cavagnolo, Matt Deadmond, Chuck Schonauer, Bruce Roundy, Gary Enos

The **Technical Advisory Committee (TAC)** last met jointly with the Colusa Groundwater Authority (CGA) Technical Advisory Committee on October 14, 2022. The next CGA/GGA Joint TAC meeting has not yet been scheduled.

Full page slides of TAC presentations and other meeting materials are available on the GGA website at:

<https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/glenn-groundwater-authority/gga>

Committee Members: Tavis Beynon, Matt Deadmond, Emil Cavagnolo, Mark Lohse, Zac Dickens, Don Bills

11. *DISSOLVE ANNUAL REPORT AD HOC COMMITTEE

The Annual Report Ad Hoc Committee was appointed at the September 13, 2022 Board meeting. The committee met with the Colusa Groundwater Authority Ad Hoc Committee and brought a recommendation to the

December 19, 2022 special board meeting. The recommendation was accepted. The committee has completed its assigned tasks to coordinate with the Colusa Groundwater Authority and complete all tasks necessary to bring a consultant selection recommendation to the GGA Board.

12. CLOSED SESSION

Gov't Code §54956.9 – Conference with Legal Counsel – Anticipated or significant exposure to litigation regarding tax refund claims and challenges to previously adopted property related fees.

13. CLOSED SESSION

Gov't Code §54956.9 – Conference with Legal Counsel – Existing Litigation
Aqualliance, California Water Impact Network, and California Sportfishing Alliance vs. Colusa Groundwater Authority, Glenn Groundwater Authority
Colusa County Superior Court - Case Number CV24584

14. REPORT OUT FROM CLOSED SESSION

15. MEMBER REPORTS AND COMMENTS

Members of the GGA Board are encouraged to share information, reports, comments, and suggest future agenda items. Action cannot be taken on items brought up under this item.

16. NEXT MEETING

The next regular meeting is scheduled for February 13, 2023 at 1:30 p.m.

17. ADJOURN

The meeting will be adjourned.

*Indicates Action Item