

Glenn Groundwater Authority

Groundwater Sustainability Agency

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

Meeting of the Glenn Groundwater Authority Board of Directors

December 12, 2023 | 1:30 PM

225 North Tehama Street, Willows, CA 95988

Remote Public Participation Option:

Microsoft Teams meeting

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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 the meeting minutes from November 13, 2023.

Draft meeting minutes from the November 13, 2023 meeting are attached.

Attachments

- November 13, 2023 GGA Board meeting minutes

Glenn Groundwater Authority

Groundwater Sustainability Agency

225 North Tehama Street, Willows, CA 95988 | 530.934.6540

Meeting Minutes

Glenn Groundwater Authority Board of Directors

November 13, 2023 | 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	Tom Arnold	County of Glenn
X Bruce Roundy	Pete Carr	City of Orland
	Ed Vonasek (2 nd)	City of Orland
X Gary Hansen (23/24 Chair)	Evan Markey	City of Willows
X Matt Deadmond	Michael Alves	Glide Water District
X John Amaro (23/24 Vice Chair)	Vacant	Glenn-Colusa Irrigation District
X Charles Schonauer	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	X Jered Shipley	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), Jenny Scheer (Water and Land Solutions), Ryan Fulton (Larry Walker Associates), Bill Davis, Joe Turner (Geosyntec), Joel Kimmelshue, Shasta Banchio (GCID), George Pendell, Lisa Porta, Max Del Real, Mary-Ann Warmerdam

1. CALL TO ORDER

- Chairman Hansen called the meeting to order at 1:31 p.m. Director Roundy led the flag salute.

2. ROLL CALL

- Roll call was taken as indicated above.

3. APPROVAL OF MINUTES

- *Approval of the meeting minutes from October 9, 2023.

- Chairman Hansen invited comments or revisions on the aforementioned meeting minutes; whereby, none were heard.

On motion by Director Roundy, Seconded by Director Randy Hansen the meeting minutes of the October 9, 2023 meeting were unanimously approved as presented.

4. PERIOD OF PUBLIC COMMENT

- Chairman Hansen invited public comments; whereby, no public comments were heard.

5. STAFF UPDATES

- Lisa Hunter stated three Well Permit Acknowledgement Forms have been received since October 9, 2023.
- Ms. Hunter stated regarding the on-call support services, a standard contract for the GGA is being developed that mimics Glenn County's standard contract.

6. FINANCIAL REPORT

- a. *Review and accept Monthly Activities Report.
 - b. *Review and consider approval of claims.
- Chairman Hansen invited comments or questions; whereby, none were heard.

On motion by Director Amaro, seconded by Director Schonauer, it was unanimously ordered to approve the Monthly Activities Report as presented.

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

7. *APPROVE 2024 MEETING SCHEDULE

- Ms. Hunter presented the draft 2024 meeting schedule stating the Board has been meeting on the second Monday of each month.

On motion by Director Lohse, seconded by Director Roundy, it was unanimously ordered to approve the 2024 meeting schedule.

8. COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (GSP) DETERMINATION

- a. Overview of Colusa Subbasin GSP "incomplete" determination.
- Ms. Hunter stated the GGA Board has 180 days to return revisions to DWR noting the deadline is April 23, 2024. She stated a re-adoption process will take place which will include public notices and hearings. Ms. Hunter reviewed highlights from the GSP determination and there was discussion on DWR's expectations. Some revision examples that were discussed included, describing mitigation methods in greater detail, funding efforts, providing project timelines, and implementing projects to promote sustainability.
 - Ms. Hunter stated she has been working with Colusa Groundwater Authority (CGA) as this process is a joint effort between the two GSAs. She stated a scope of work has been requested from Davids Engineering (the primary consultant of the original GSP) to propose a path forward with tasks, schedule, and estimate of costs for the GSP revision process.
 - Responding to Director Enos, Ms. Hunter agreed that it is important to stay informed and updated about projects and plans the CGA is working on.
 - Answering a question from Director Lohse, Ms. Hunter stated the GSP was evaluated through the initial submittal date, noting the pilot recharge projects were not included in the GSP. She stated the Annual Report will include the pilot recharge projects.
 - Ms. Kincaid stated there were a lot of similarities between the GSPs that were deemed incomplete. She stated DWR is looking to tie minimum thresholds for subsidence to critical infrastructure. She stated more information is needed relating to the overdraft comments. She further stated it is of greatest importance to

get a clear understanding of what DWR is looking for, as many of the basins deemed inadequate struggled to do so.

- Answering a question from Director Enos, Ms. Hunter reviewed the timing of the next steps for the GGA.
- There was some discussion on ties between the Annual Report and the GSP revisions.
- Director Roundy stated he voted no on the GSP and expressed concerns with the consulting team.
- Discussion ensued on ways to approach DWR to get a clear understanding of what is needed to get an approved GSP.
- Answering a question from Ms. Hunter, Ms. Kincaid clarified that after the revised GSP is submitted, DWR does not have a statutory turnaround date to release the outcome of the revised GSP.
- There was discussion on the meeting timelines between DWR, CGA, and CGA/GGA Joint TAC. Ms. Kincaid recommended requesting to have meetings with DWR every two weeks. Under direction of the Board, members in attendance at DWR meetings would include, Ms. Kincaid, a member of the consulting team, Chairs from GGA and CGA, and staff.
- Jenny Scheer stated it was her understanding the basins that were successful in receiving an approved GSP focused on milestones that included management actions. She further noted the subsidence issue within the basin did not recover as expected.

9. COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION

a. Receive an update on Colusa Subbasin Groundwater Sustainability Plan implementation activities.

- Ms. Hunter stated the Colusa Subbasin application to the Sustainable Groundwater Management Round 2 grant program was not funded. She stated DWR has agreed to meet with the GSAs to discuss the application's shortcomings to help better prepare for future applications. There was some discussion on other grant opportunities.
- Ms. Hunter stated the Water Year 2023 Annual Report is due April 1, 2024. She stated Davids Engineering and Luhdorff & Scalmanini Consulting Engineers (LSCE) have begun work on preparing data requests and gathering data necessary to complete the report. She further stated using DWR's recent guidance document, the consultants have updated the annual report template to align with DWR's expectations. It was noted staff meets bi-weekly with the team to review progress and provide guidance.

10. TECHNICAL ADVISORY COMMITTEE VACANCY

a. Receive update on Technical Advisory Committee (TAC) recruitment.

b. *Consider appointment of Shasta Banchio to the GGA TAC.

- Ms. Hunter stated Shasta Banchio expressed interest in filling the current vacancy on the TAC and was in attendance. Ms. Hunter stated another vacancy is expected at the beginning of next year.
- Director Amaro expressed his support in appointing Shasta Banchio to the GGA TAC, stating she is a hardworking Assistant Engineer at Glenn-Colusa Irrigation District (GCID).

On motion by Director Schonauer, Seconded by Director Enos, it was unanimously ordered to appoint Shasta Banchio to the GGA Technical Advisory Committee.

11. COMMITTEE UPDATES

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

- In relation to Item 11.a., there was nothing additional to report.
- In relation to Item 11.b., Ms. Hunter stated the committee received a briefing from the consultant and will continue to work through this process and will bring back some information to the Board at a later time.
- In relation to Item 11.c., Ms. Hunter stated the water deliveries have concluded in the OUWUA jurisdiction and equipment/data will be collected in the near future. She stated the next phase will be focusing on long-term goals and priorities. Director Roundy expressed gratitude toward the staff regarding the recharge event at Lely Park. He further stated the importance of keeping the press informed of projects in the future.
- In relation to Item 11.d., there was nothing additional to report.

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

- Chairman Hansen invited public comment on Items 12 or 13; whereby, no public comments were presented or heard.
- The Board adjourned to closed session at 2:40 p.m.

14. REPORT OUT FROM CLOSED SESSION

- The Board returned from closed session at 2:46 p.m.
- Chairman Hansen stated there were no reportable actions for Items 12 or 13.

15. MEMBER REPORTS AND COMMENTS

- Director Amaro would like to have discussions with DWR to potentially combine the three subbasins in Glenn County. He stated benefits would include cost and time savings and streamlining planning for better productivity. Discussion ensued on basin boundary lines and historical events that occurred.

16. NEXT MEETING

- The next regular meeting is scheduled for December 12, 2023 at 1:30 p.m.

17. ADJOURN

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

DRAFT

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 Balance Sheets, Budget to Actuals, Transaction Listings, and Claims Summary are attached.

Attachments

- Balance Sheet (October 2023)
- Budget to Actuals (October 2023)
- Transaction Listing (October 2023)
- Draft Balance Sheet (November 2023)
- Draft Budget to Actuals (November 2023)
- Draft Transaction Listing (November 2023)
- Claims Summary

**COUNTY OF GLENN
General Ledger Summary
Balance Sheet Accounts
For the Period Ending:
Oct 31, 2023**

Organization Key: 04796000 - GLENN GROUNDWATER AUTHORITY

Object Type	Object Group Description	Object Code	Balance
ASSETS			
	CURRENT ASSETS		
		00100 - CASH IN TREASURY	1,393,550.02
	CURRENT ASSETS - Summary		\$1,393,550.02
AS - Summary			\$1,393,550.02
FUND EQUITY			
	FUND EQUITY		
		00974 - UNRESERVED RETAINED EARNINGS	1,228,014.19
	FUND EQUITY - Summary		\$1,228,014.19
	BUDGETARY ACCOUNTS		
		00997 - ESTIMATED REVENUES	(588,321.00)
		00999 - APPROPRIATIONS	781,025.00
	BUDGETARY ACCOUNTS - Summary		\$192,704.00
FB - Summary			\$1,420,718.19

COUNTY OF GLENN
General Ledger Summary
Budget to Actuals
For the period Ending:
Oct 31, 2023

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
04796000 - GLENN GROUNDWATER AUTHORITY							
REVENUES							
FINES, FORFEITURES & PENALTIES							
			37320 PENALTIES/COST DELQ TAXES	0.00	0.00	0.00	0.00%
FINES, FORFEITURES & PENALTIES - Summary				\$0.00	\$0.00	\$0.00	/0
USE OF MONEY & PROPERTY							
			44300 INTEREST	5,000.00	1,523.74	3,476.26	30.47%
USE OF MONEY & PROPERTY - Summary				\$5,000.00	\$1,523.74	\$3,476.26	30.47%
INTERGOVERNMENTAL REVENUE							
			56200 OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE - Summary				\$0.00	\$0.00	\$0.00	/0
CHARGES FOR CURRENT SERVICES							
			61152 SPECIAL ASSESSMENT	575,372.00	0.00	575,372.00	0.00%
CHARGES FOR CURRENT SERVICES - Summary				\$575,372.00	\$0.00	\$575,372.00	0.00%
MISCELLANEOUS REVENUES							
			74121 A-87 COST ALLOC REBATE	7,949.00	2,649.68	5,299.32	33.33%
MISCELLANEOUS REVENUES - Summary				\$7,949.00	\$2,649.68	\$5,299.32	33.33%
RV - Summary				\$588,321.00	\$4,173.42	\$584,147.58	0.71%
EXPENDITURES							
SERVICES & SUPPLIES							
			03150 INSURANCE	2,000.00	1,734.00	266.00	86.70%
			03220 OFFICE EXPENSE	2,000.00	0.00	2,000.00	0.00%
			03230 PROFESSIONAL SERVICES	678,125.00	26,775.39	651,349.61	3.95%

COUNTY OF GLENN
General Ledger Summary
Budget to Actuals
For the period Ending:
Oct 31, 2023

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
			03280 SPECIAL DEPT EXPENSE	26,000.00	2,832.20	23,167.80	10.89%
		SERVICES & SUPPLIES - Summary		\$708,125.00	\$31,341.59	\$676,783.41	4.43%
		OTHER CHARGES					
			05700 ADMINISTRATIVE EXPENSE	7,500.00	0.00	7,500.00	0.00%
			05730 A-87 COST ALLOCATION	0.00	0.00	0.00	0.00%
		OTHER CHARGES - Summary		\$7,500.00	\$0.00	\$7,500.00	0.00%
		CONTINGENCY					
			09900 CONTINGENCY	65,400.00	0.00	65,400.00	0.00%
		CONTINGENCY - Summary		\$65,400.00	\$0.00	\$65,400.00	0.00%
	XP - Summary			\$781,025.00	\$31,341.59	\$749,683.41	4.01%
Net Return/ (Cost)				(\$192,704.00)	(\$27,168.17)	(\$165,535.83)	4.01%

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04796000

Lg	UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL	04796000-00100	JE241115	AutoID: JE004157 Job: 2346356	JE 10/01/23	02346356	662.42	0.00	662.42
GL	04796000-00100	TTLOH	AutoID:Total Job:2356589	OH 10/27/23	02356589	0.00	13,618.90	-12,956.48
*****Total	*SUBS 00100		CASH IN TREASURY		DR	662.42	13,618.90	-12,956.48
GL	04796000-00670	TTLOH	AutoID:OH011045 Job:2356571	OH 10/27/23	02356571	0.00	13,618.90	13,618.90
GL	04796000-00670	TTLOH	AutoID:Total Job:2356589	OH 10/27/23	02356589	13,618.90	0.00	0.00
*****Total	*SUBS 00670		CHECKS PAYABLE		CR	13,618.90	13,618.90	0.00
GL	04796000-00974	JE241178	SET UP 2023-24 APPROPRIATIONS	JE 10/01/23	02356852	781,025.00	0.00	-781,025.00
GL	04796000-00974	JE241178	SET UP 2023-24 ESTIMATED REV	JE 10/01/23	02356852	0.00	588,321.00	-192,704.00
*****Total	*SUBS 00974		UNRESERVED RETAINED EARNINGS		CR	781,025.00	588,321.00	-192,704.00
GL	04796000-00997	JE241178	SET UP 2023-24 ESTIMATED REV	JE 10/01/23	02356852	588,321.00	0.00	-588,321.00
*****Total	*SUBS 00997		ESTIMATED REVENUES		CR	588,321.00	0.00	-588,321.00
GL	04796000-00999	JE241178	SET UP 2023-24 APPROPRIATIONS	JE 10/01/23	02356852	0.00	781,025.00	781,025.00
*****Total	*SUBS 00999		APPROPRIATIONS		CR	0.00	781,025.00	781,025.00
GL	04796000-03230	103343 GGA	PROVOST AND PRI A#02871-21-001	OH 10/27/23	02356571	1,425.00	0.00	1,425.00
GL	04796000-03230	2286 GGA	PARIS KINCAID W A# 1850 Paris	OH 10/27/23	02356571	1,934.50	0.00	3,359.50
GL	04796000-03230	2302 GGA	PARIS KINCAID W A#1851 PARIS K	OH 10/27/23	02356571	535.50	0.00	3,895.00
GL	04796000-03230	3865222 GGA	CLIFTON LARSON A# A246683 CLA	OH 10/27/23	02356571	500.00	0.00	4,395.00
GL	04796000-03230	526712 GGA	GEOSYNTEC CONSU A#SF0145 GEOSY	OH 10/27/23	02356571	9,223.90	0.00	13,618.90
*****Total	*SUBS 03230		PROFESSIONAL SERVICES		DR	13,618.90	0.00	13,618.90
GL	04796000-74121	JE241115	10/2023 A-87 COST ALLOC	JE 10/01/23	02346356	0.00	662.42	662.42
*****Total	*SUBS 74121		A-87 COST ALLOC REBATE		CR	0.00	662.42	662.42
*****Total	*KEY 04796000		GLENN GROUNDWATER AUTHORITY		DR-CR	1,397,246.22	1,397,246.22	0.00
			** GRAND TOTAL **		DR-CR	1,397,246.22	1,397,246.22	0.00

**COUNTY OF GLENN
General Ledger Summary
Balance Sheet Accounts
For the Period Ending:
Nov 30, 2023**

Organization Key: 04796000 - GLENN GROUNDWATER AUTHORITY

Object Type	Object Group Description	Object Code	Balance
ASSETS			
	CURRENT ASSETS		
		00100 - CASH IN TREASURY	1,356,251.09
	CURRENT ASSETS - Summary		\$1,356,251.09
AS - Summary			\$1,356,251.09
FUND EQUITY			
	FUND EQUITY		
		00974 - UNRESERVED RETAINED EARNINGS	1,228,014.19
	FUND EQUITY - Summary		\$1,228,014.19
	BUDGETARY ACCOUNTS		
		00997 - ESTIMATED REVENUES	(588,321.00)
		00999 - APPROPRIATIONS	781,025.00
	BUDGETARY ACCOUNTS - Summary		\$192,704.00
FB - Summary			\$1,420,718.19

COUNTY OF GLENN
General Ledger Summary
Budget to Actuals
For the period Ending:
Nov 30, 2023

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
04796000 - GLENN GROUNDWATER AUTHORITY							
REVENUES							
FINES, FORFEITURES & PENALTIES							
			37320 PENALTIES/COST DELQ TAXES	0.00	0.00	0.00	0.00%
FINES, FORFEITURES & PENALTIES - Summary				\$0.00	\$0.00	\$0.00	/0
USE OF MONEY & PROPERTY							
			44300 INTEREST	5,000.00	1,523.74	3,476.26	30.47%
USE OF MONEY & PROPERTY - Summary				\$5,000.00	\$1,523.74	\$3,476.26	30.47%
INTERGOVERNMENTAL REVENUE							
			56200 OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE - Summary				\$0.00	\$0.00	\$0.00	/0
CHARGES FOR CURRENT SERVICES							
			61152 SPECIAL ASSESSMENT	575,372.00	0.00	575,372.00	0.00%
CHARGES FOR CURRENT SERVICES - Summary				\$575,372.00	\$0.00	\$575,372.00	0.00%
MISCELLANEOUS REVENUES							
			74121 A-87 COST ALLOC REBATE	7,949.00	2,649.68	5,299.32	33.33%
MISCELLANEOUS REVENUES - Summary				\$7,949.00	\$2,649.68	\$5,299.32	33.33%
RV - Summary				\$588,321.00	\$4,173.42	\$584,147.58	0.71%
EXPENDITURES							
SERVICES & SUPPLIES							
			03150 INSURANCE	2,000.00	1,734.00	266.00	86.70%
			03220 OFFICE EXPENSE	2,000.00	0.00	2,000.00	0.00%
			03230 PROFESSIONAL SERVICES	678,125.00	64,074.32	614,050.68	9.45%

COUNTY OF GLENN
General Ledger Summary
Budget to Actuals
For the period Ending:
Nov 30, 2023

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
			03280 SPECIAL DEPT EXPENSE	26,000.00	2,832.20	23,167.80	10.89%
		SERVICES & SUPPLIES - Summary		\$708,125.00	\$68,640.52	\$639,484.48	9.69%
		OTHER CHARGES					
			05700 ADMINISTRATIVE EXPENSE	7,500.00	0.00	7,500.00	0.00%
			05730 A-87 COST ALLOCATION	0.00	0.00	0.00	0.00%
		OTHER CHARGES - Summary		\$7,500.00	\$0.00	\$7,500.00	0.00%
		CONTINGENCY					
			09900 CONTINGENCY	65,400.00	0.00	65,400.00	0.00%
		CONTINGENCY - Summary		\$65,400.00	\$0.00	\$65,400.00	0.00%
	XP - Summary			\$781,025.00	\$68,640.52	\$712,384.48	8.79%
Net Return/ (Cost)				(\$192,704.00)	(\$64,467.10)	(\$128,236.90)	8.79%

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04796000

Lg UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 04796000-00100	JE241410	AutoID: JE004173 Job: 2389256	JE	11/16/23	02389256	0.00	28,597.55	-28,597.55
GL 04796000-00100	TTLOH	AutoID:Total Job:2387710	OH	11/22/23	02387710	0.00	8,701.38	-37,298.93
*****Total *SUBS 00100		CASH IN TREASURY			DR	0.00	37,298.93	-37,298.93
GL 04796000-00670	TTLOH	AutoID:OH011245 Job:2387673	OH	11/22/23	02387673	0.00	8,701.38	8,701.38
GL 04796000-00670	TTLOH	AutoID:Total Job:2387710	OH	11/22/23	02387710	8,701.38	0.00	0.00
*****Total *SUBS 00670		CHECKS PAYABLE			CR	8,701.38	8,701.38	0.00
GL 04796000-03230	JE241410	ADMIN SUPPT SVCS 23-WR-04	JE	11/16/23	02389256	28,597.55	0.00	28,597.55
GL 04796000-03230	104127 GGA	PROVOST AND PRI A#02871-21-001	OH	11/22/23	02387673	212.50	0.00	28,810.05
GL 04796000-03230	2311 GGA	PARIS KINCAID W A#1850 PARIS K	OH	11/22/23	02387673	1,337.00	0.00	30,147.05
GL 04796000-03230	2358 GGA	PARIS KINCAID W A#1850 PARIS K	OH	11/22/23	02387673	3,577.00	0.00	33,724.05
GL 04796000-03230	529399 GGA	GEOSYNTEC CONSU A#SFO145 GEOSY	OH	11/22/23	02387673	3,574.88	0.00	37,298.93
*****Total *SUBS 03230		PROFESSIONAL SERVICES			DR	37,298.93	0.00	37,298.93
*****Total *KEY 04796000		GLENN GROUNDWATER AUTHORITY			DR-CR	46,000.31	46,000.31	0.00
		** GRAND TOTAL **			DR-CR	46,000.31	46,000.31	0.00

7. *APPROVE REVISED 2024 MEETING SCHEDULE

The GGA approved the 2024 Meeting Schedule on November 13, 2023. November 11, 2024 is Veterans Day and it is requested to adjust the meeting schedule to avoid meeting on the holiday. Staff suggests moving the meeting from November 11, 2024 to November 12, 2024.

Attachments

- Draft Revised 2024 Meeting Schedule

Glenn Groundwater Authority Board of Directors 2024 Meeting Schedule

*The GGA Board of Directors will meet generally on the 2nd **Monday** of each month at 1:30 p.m. Meetings will be held at the Glenn County Planning and Community Development Services Agency located at 225 North Tehama Street, Willows, CA 95988. Exceptions are noted below.*

- January 8, 2024
- February 12, 2024
- March 12, 2024 (March 11 meeting conflict)
- April 8, 2024
- May 13, 2024
- June 11, 2024 (June 10 meeting conflict)
- July 8, 2024
- August 12, 2024
- September 10, 2024 (September 9 meeting conflict)
- October 14, 2024
- ~~November 11, 2024~~ November 12, 2024 (November 11 Veteran's Day)
- December 10, 2024 (December 9 meeting conflict)

Approved 11/13/23
Draft revised 12/12/23

8. CITY OF ORLAND NOTICE OF GENERAL PLAN AMENDMENT / NOTICE OF INTENT TO RE-ADOPT THE CITY OF ORLAND 2021-2029 6TH CYCLE HOUSING ELEMENT UPDATE

- a. *Discuss and consider submitting comments on draft document.

The GGA received a Notice from the City of Orland requesting comments on the City's proposed actions to re-adopt the City's 2021-2029 6th Cycle Housing Element Update. The draft document can be found on the City's website at: <https://www.cityoforland.com/planning-department-forms-grants-documents/>

Attachments

- Letter: City of Orland Notice of General Plan Amendment / Notice of Intent to Re-Adopt the City of Orland 2021-2029 6th Cycle Housing Element Update

CITY COUNCIL
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Bruce T. Roundy, Vice Mayor
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CITY OF ORLAND

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Peter R. Carr

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Assistant City Manager
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November 30, 2023

Glenn County GSA
720 North Colusa Street
Willows, CA 95988

**SUBJECT: NOTICE OF GENERAL PLAN AMENDMENT / NOTICE OF INTENT TO RE-ADOPT
THE CITY OF ORLAND 2021-2029 6th CYCLE HOUSING ELEMENT UPDATE**

To Whom It May Concern,

This letter is being sent to you pursuant to the requirements of California Government Code Section 65352 (et. seq.) and the City of Orland is hereby notifying you of its intent to adopt the revised 6th Cycle Housing Element. With this letter, the City is requesting your comments on the City's proposed action.

The 2021-2029 Housing Element was recommended for approval to the City Council by the Planning Commission on November 18, 2021, and was adopted by the Orland City Council on March 1, 2022. Upon submission of the City-approved document to the Department for final certification, HCD determined that the Housing Element was not in full compliance with State Housing Law and further determined that revisions/additions were necessary prior to certification by the Department. This determination and the subsequent revisions to the City-adopted Element have resulted in the need to re-adopt the previously adopted Housing Element.

This letter provides notification to you as directed by California Government Code Section 65352 that the draft document is now available for public review and comment. The draft document can be found at the following link: <https://www.cityoforland.com/planning-department-forms-grants-documents/>

If you have any questions or comments, please don't hesitate to contact me via email at cityplanner@cityoforland.com.

Sincerely,

Scott Friend, City Planner

9. COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (GSP)

- a. Receive an update on Colusa Subbasin GSP implementation activities.
- b. Receive an update on Colusa Subbasin GSP “Incomplete” Determination, Recommended Revisions, and Proposal for Completion.
- c. *Approve cost share on a 50/50 basis with Colusa Groundwater Authority for Phase 1 Task Order 1 with Davids Engineering for a total Task 1 amount not to exceed \$47,519.

Staff will provide an update on Colusa Subbasin GSP implementation activities.

At the November 13, 2023 meeting, the GGA discussed the Department of Water Resources (DWR) determination of the Colusa Subbasin GSP to be “incomplete”. The letter outlined the specific deficiencies and recommended corrective actions which include:

- a) Re-evaluation of the overdraft conditions in the Subbasin using the most recent data, and include projects and management actions to mitigate projected overdraft;
- b) Providing a more detailed explanation and justification of the sustainable management criteria for groundwater levels, particularly minimum thresholds and measurable objectives, and quantify the effects of those criteria on beneficial uses; and
- c) Providing a more detailed explanation and justification of sustainable management criteria, monitoring method, and projects and management actions related to land subsidence.

The GSAs must address the deficiencies within 180 days and resubmit the GSP for evaluation no later than April 23, 2024.

In order to promptly begin work on revisions to the GSP and meet DWR’s April 2024 deadline, CGA and GGA staff met with representatives of Davids Engineering (DE), the original GSP’s primary consultant, to discuss the scope of work, budget, milestones and timeline for completion. Staff also met jointly with the CGA and GGA chairs and vice-chairs for policy direction on scope and budget estimates from the consultant. DE has subsequently proposed a task order agreement with a phased approach to the work, allowing the two GSA boards to provide policy guidance in the first phase, with development of Plan revisions in the second phase. Phase 1 is proposed to perform the preliminary work with the two GSAs, including consultation with DWR, to determine direction for completing those GSP revisions that require policy guidance and board input. Phase 1 is proposed to begin upon approval of the Task Order and be completed by January 31, 2024, at a proposed cost not to exceed \$47,519.

The CGA considered and approved the Task Order Agreement and Phase 1 Task Order at their November 28, 2023 meeting pending modifications that are included in the attached materials. The approval was also based on the expectation that the CGA would hold the agreement with DE and the associated costs with the work to be done under the agreement would be shared on a 50/50 basis with the GGA. The GGA share would not exceed \$23,759.50 without prior authorization.

Attachments

- Task Order Agreement with Davids Engineering
- Phase 1 Task Order 1 with Davids Engineering and completion schedule

Task Order Agreement for Professional Engineering Services

To: Carol Thomas-Keefer
Program Manager
Colusa Groundwater Authority

From: Katherine Klug
Davids Engineering, Inc.

Date: November 17, 2023

Project name: Colusa Subbasin GSP Revisions

Project #: 1173.04

1 Scope of Services

The professional services to be performed by Davids Engineering, Inc. (DE or CONSULTANT) for Colusa Groundwater Authority (CGA or CLIENT) under this AGREEMENT are described by written task orders made pursuant to and referencing this AGREEMENT. A sample task order form is shown in Attachment A, but other forms may be used as mutually agreed between CONSULTANT and CLIENT.

2 Compensation

CLIENT will compensate CONSULTANT on the basis of labor plus direct expenses. Compensation will not exceed the estimated budgets specified by task orders without prior written authorization by CLIENT. CONSULTANT labor will be charged according to the hourly rates listed in Attachment B. Direct expenses will be billed without markup. Vehicle and equipment usage will be charged at the rates indicated in Attachment C.

3 Other Terms

Professional services covered by this AGREEMENT will be performed in accordance with the PROVISIONS and any attachments or schedules, incorporated herein by reference. This AGREEMENT is binding, represents the entire agreement of CLIENT and CONSULTANT concerning the subject matter hereof, and supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

4 Task Order Agreement Signatures

Approved for CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

Accepted for Davids Engineering, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

5 Provisions

1. Authorization to Proceed

Authorization for CONSULTANT to proceed with the work described in subsequent written task orders will be concurrent with the execution of said task orders as described in this AGREEMENT.

2. Labor Rates

CONSULTANT's Labor Rates are those hourly rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated labor classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

3. Direct Expenses

CONSULTANT's direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, sub-contractors and outside services; special CLIENT-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) CONSULTANT's current standard rate charges for direct use of CONSULTANT's vehicles, computing systems, printing and reproduction services.

4. Cost Opinions

Any cost opinions or PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but, since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids, ultimate construction cost, or PROJECT economics will not vary from these opinions.

5. Standard of Care

The standard of care applicable to CONSULTANT services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT's services are performed.

6. Insurance

During the term of this AGREEMENT, CONSULTANT shall maintain worker's compensation and employer's liability insurance as required by California law and comprehensive automobile insurance and general liability insurance that provide protection for claims which may arise out of CONSULTANT's performance under this AGREEMENT. The amount of such comprehensive automobile and general liability insurance coverages shall be not less than a single limit coverage applying to bodily and personal injury liability and property damage of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. CONSULTANT will maintain professional errors and omissions insurance of \$1,000,000 each occurrence and \$1,000,000 annual aggregate during the term of this AGREEMENT.

7. Termination

This AGREEMENT may be terminated by CLIENT for convenience on 30 days' written notice. CONSULTANT may terminate this AGREEMENT only upon the breach of same by CLIENT. If either party defaults in the performance of this AGREEMENT or materially breaches any of its PROVISIONS, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party, or five business days after

mailing of notice, whichever occurs first. For purposes of this PROVISION, material breach of the AGREEMENT includes, but is not limited to: CLIENT's failure to pay CONSULTANT any compensation due as provided for in PROVISION 8; or CLIENT's or CONSULTANT's material breach of any representation or agreement contained in this AGREEMENT. On termination, CONSULTANT will immediately cease performing any further services under this AGREEMENT, and will be paid for all work performed up to the termination date plus termination expenses such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT will be terminated upon completion of all applicable requirements of this AGREEMENT.

8. Payment to CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 45 days after date of invoice. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in contesting any bill or portion thereof.

9. Indemnity

CONSULTANT shall indemnify (but not defend) CLIENT and its directors, officers, agents, and employees for and against liability or loss, including litigation costs and expenses and attorney fees, to the extent caused by the negligence or willful misconduct of CONSULTANT, or its agents, employees, or subcontractors, or of other persons for whom CONSULTANT is legally responsible, in connection with this AGREEMENT or the prosecution of work under it, except for liability or loss arising from CLIENT's willful misconduct or negligence. Indemnity shall extend to liability or loss occurring after completion of the work, as well as during the work's progress. CONSULTANT specifically agrees that this indemnification agreement includes indemnity for any claims, damages or liability for injuries (including death) incurred or sustained by CONSULTANT's own employees.

CLIENT shall indemnify CONSULTANT and its directors, officers, agents, and employees for and against liability or loss, including litigation costs and expenses and attorney fees, to the extent caused by the negligence or willful misconduct of CLIENT, or its agents, employees, or subcontractors, or of other persons for whom CLIENT is legally responsible, in connection with this AGREEMENT or the prosecution of work under it, except for liability or loss arising from CONSULTANT's willful misconduct or negligence. Indemnity shall extend to liability or loss

occurring after completion of the work, as well as during the work's progress. CLIENT specifically agrees that this indemnification agreement includes indemnity for any claims, damages or liability for injuries (including death) incurred or sustained by CLIENT's own employees.

10. Relationship of the Parties

It is mutually understood and expressly agreed that the obligations under this AGREEMENT are of an independent contractor, and not as an employee of CLIENT. Accordingly, CONSULTANT will not be eligible for any of CLIENT's employee benefits, and CLIENT will have no duty to make any deduction or withholding from the consulting fees or reimbursements.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by the AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

12. Assignments

This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

13. Force Majeure

Neither CONSULTANT nor CLIENT shall be liable to the other for damages or delay in performing under this AGREEMENT, or for the direct or indirect costs resulting from such delay, arising out of labor strikes, riot, public disturbances, war, fire, accidents, extraordinary weather conditions or natural catastrophes, or any other cause beyond the control of either party.

14. AGREEMENT Not Exclusive

This AGREEMENT is understood and agreed not to be exclusive as both CLIENT and CONSULTANT reserve the right to enter into arrangements for consulting services with others.

15. Limitation of Liability/Waiver of Consequential Damages

To the maximum extent permitted by law, CONSULTANT's liability to CLIENT and all other consultants, contractors and subcontractors on the PROJECT arising from CONSULTANT's negligent acts, errors and omissions or breach of this AGREEMENT shall be limited, such that the total aggregate liability of CONSULTANT to all those named shall not exceed CONSULTANT's total compensation received from CLIENT for the services rendered under this AGREEMENT. CLIENT agrees that in no instance shall CONSULTANT be

responsible, in whole or in part, for the negligent errors or omissions of any other party, including other consultants or contractors. This limitation shall apply regardless of the cause of action or legal theory asserted. CLIENT and CONSULTANT waive punitive and consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT, including, without limitation, rental expenses, indirect loss or damage of any kind, losses of use, income, profit, financing, business and reputation, and additional financing costs.

16. Rights in Result of Services

The results or products of CONSULTANT's services under this AGREEMENT shall be, upon full payment of the amounts owed to CONSULTANT hereunder, the property of CLIENT, including all documents (including without limitation, all writings, drawings, blueprints, pictures, recordings, computer or machine readable data, and all copies or reproductions thereof) which describe or relate to the services performed or to be performed pursuant to this AGREEMENT or the results thereof, and shall be delivered to CLIENT upon request, except for one copy, which may be retained by CONSULTANT for CONSULTANT's files. CLIENT shall defend, indemnify and hold harmless CONSULTANT from and against any claims, liabilities or losses, including litigation costs and expenses and attorneys' fees, arising out of the use of the results or products of CONSULTANT's services other than on the PROJECT.

17. CONSULTANT'S Qualifications

CONSULTANT is experienced and qualified to perform the Services and is authorized to do business in the State of California. CONSULTANT has, and shall maintain at all times it is performing the Services, sufficient facilities, expertise, staff, assets and other resources to perform its duties under this AGREEMENT. CONSULTANT holds, and shall maintain at all times it is performing the Services, all licenses, permits or other certifications necessary to perform its duties under this AGREEMENT. CONSULTANT is in compliance with and shall continue to comply with all laws that apply to it, subject to the right of reasonable contest. CONSULTANT is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, and has the full right, power and authority to enter into this AGREEMENT and to perform all of the obligations and liabilities of CONSULTANT required to be performed hereunder.

18. Hazardous Materials

CONSULTANT shall have no duty to identify, discover, handle, remove or remediate any hazardous materials or

toxic substances ("Hazardous Materials") in any form. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from and against any claim, defense costs, damages or liability which in any way arises out of the presence, alleged presence of, or alleged exposure to Hazardous Materials.

19. Sole Corporate Remedy

It is intended by the parties to this AGREEMENT that CONSULTANT's services in connection with the PROJECT shall not subject CONSULTANT's individual employees, officers, directors or principals to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Davids Engineering, Inc, a California corporation, and not against any of CONSULTANT's employees, officers, directors, or principals.

20. Notices

Any notices required to be given under this AGREEMENT by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing on the first page of this AGREEMENT, but either party may change the address by giving written notice in accordance with this PROVISION. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

21. Governing Law/Venue

This AGREEMENT will be governed by and construed in accordance with the laws of the State of California. Venue for any dispute shall be in the county where the PROJECT is located.

22. SEVERABILITY

If any provision of this AGREEMENT is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Attachment A

Sample Task Order for Professional Engineering Services

To: <Contact name>
<Contact title>
<Client name>

From: <Name>
Davids Engineering, Inc.

Date: <Date>

Project name: <Project name>

Project #: <ClientNumber.ProjectNumber>

Task name: <Task name>

Task order #: <Task order number>

Davids Engineering, Inc. (DE or CONSULTANT) is pleased to provide this proposal to <Client> (CLIENT) to prepare/develop, assess, etc. <"what"> to <"general objective">. Pursuant to the Task Order Agreement for Professional Services between CLIENT and CONSULTANT dated <Agreement date>, CLIENT desires and CONSULTANT agrees to perform the services according to the following terms.

1. Task Order Overview and Objective

<Why?>

2. Task Order Approach

<How?>

3. Task Order Description

3.1. Scope of Services

The scope of services to be performed by Davids Engineering is organized into XX tasks as described below:

1. <Task 1>

3.2. Deliverables

The following deliverable(s) will be provided to <Client>:

1. <Deliverable 1>

3.3. Assumptions

The following assumptions were made in developing this proposal. To the extent that these assumptions do not hold true, the effort and therefore the cost and schedule required to perform the services could be affected.

1. <Assumption 1>

3.4. Schedule

DE proposes to complete all work by <date>. Work will progress to meet milestones on a timeline as defined in the table below. Delays in the notice to proceed from <Client> will result in corresponding delays or shifts to the subsequent milestones. Schedule implications or deviations from the milestone dates that occur during the work will be made known to <Client> as soon as practicable.

3.5. Costs

CONSULTANT costs associated with performing this task order will be billed to the CLIENT on a time and materials basis not to exceed <\$\$\$> without prior written authorization.

<Insert budget table>

4. Task Order Signatures

Approved for CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

Accepted for Davids Engineering, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

Attachment B

Labor Rate Schedule

2023 Rate Schedule

Labor Rates (Effective January 1, 2023)

Labor Classification	Hourly Rate ¹	Labor Classification	Hourly Rate ¹
Engineering Team		Technical Team	
Senior Principal Engineer	\$258	Supervising Technician	\$172
Principal Engineer	\$245	Senior Technician	\$157
Supervising Engineer	\$224	Associate Technician II	\$150
Senior Engineer	\$205	Associate Technician I	\$141
Associate Engineer II	\$195	Staff Technician II	\$132
Associate Engineer I	\$184	Staff Technician I	\$122
Staff Engineer II	\$172	Assistant Technician II	\$104
Staff Engineer I	\$159	Assistant Technician I	\$89
Assistant Engineer II	\$135	Intern Team	
Assistant Engineer I	\$117	Intern II	\$76
Specialist Team ²		Intern I	\$53
Supervising Specialist	\$202	Client Intern ³	\$35
Senior Specialist	\$185	Support Team	
Associate Specialist II	\$176	Senior Project Assistant	\$118
Associate Specialist I	\$166	Associate Project Assistant	\$106
Staff Specialist II	\$155	Staff Project Assistant	\$92
Staff Specialist I	\$143	Other	
Assistant Specialist II	\$122	Expert Witness	Market Rate ⁴
Assistant Specialist I	\$105	Strategic Advisor	Market Rate ⁴
		Graphic Designer	\$75

Notes:

- ¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.
- ² Specialist Team includes, but is not limited to, Controls Engineers, Data Scientists, Hydrologists/Hydrogeologists, etc.
- ³ DE team member working under direct client supervision.
- ⁴ Market rates subject to negotiation.

Attachment C

Equipment Rate Schedule

Vehicle, Equipment, and Material Rates (Effective January 1, 2023)

Item	Rate ¹
Current IRS Mileage (\$ / mile)	\$0.655
Field Vehicle (4 x 4) (\$ / mile)	\$1.00
Meals (\$ / person / day)	\$60.00
Hotel (\$ / person / day)	\$150.00
SonTek RiverSurveyor Acoustic Doppler Current Profiler (ADCP) (\$ / day)	\$300.00
EMLID Real Time Kinematic (RTK) Survey (\$ / day)	\$175.00
Fuji Portaflow Transit Time (\$ / day)	\$100.00
SonTek FlowTracker Acoustic Doppler Velocimeter (ADV) (\$ / day)	\$110.00
Pressure Transducer (\$ / month)	\$80.00
Color Plotter (\$ / square foot)	\$8.00
Monitoring and control equipment and materials (\$ / item)	Unit Costs

Notes:

¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.

Task Order for Professional Engineering Services

To: Carol Thomas-Keefer
Program Manager
Colusa Groundwater Authority

From: Katherine Klug
Davids Engineering, Inc.

Date: December 6, 2023

Project name: Colusa Subbasin GSP Revisions

Project #: 1173.04

Task name: Phase 1 Revisions

Task order #: 01

Davids Engineering, Inc. (DE or CONSULTANT) is pleased to provide this proposal to the Colusa Groundwater Authority (CGA or CLIENT) to complete the Phase 1 Revisions for the Colusa Subbasin Groundwater Sustainability Plan (GSP) to address deficiencies identified by the California Department of Water Resources (DWR) in their October 26, 2023, determination letter. Pursuant to the Task Order Agreement for Professional Services between CLIENT and CONSULTANT dated November 17, 2023, CLIENT desires and CONSULTANT agrees to perform the professional services according to the following terms.

1 Task Order Overview and Objective

On October 26, 2023, DWR completed their initial evaluation of the Colusa Subbasin GSP and determined that the GSP is “incomplete” pursuant to Section 355.2(e)(2) of the GSP Regulations, initiating a 180-day period for the GSAs to address three identified deficiencies by April 23, 2024:

- DWR finds that the GSP does not include a reasonable assessment of overdraft conditions and a reasonable means to mitigate overdraft,
- DWR finds that the sustainable management criteria (SMC) for chronic lowering of groundwater levels (GWL) are not substantially compliant with the GSP regulations, and
- DWR finds that the SMC for subsidence are not substantially compliant with the GSP regulations.

There are multiple approaches, both from a technical and policy perspective, for addressing the three identified deficiencies. Given the range of alternatives, DE recommends approaching the GSP revisions in a two-phased manner, in which:

- Phase 1 will focus on: (1) reviewing the deficiencies that DWR identified with the GSAs, (2) discussing policy and technical alternatives for addressing the deficiencies with the GSAs and DWR, and (3) initiating work on required technical revisions.

- Phase 2 will focus on: (1) completion of technical revisions informed by the GSAs' policy and technical decisions, (2) meeting with the GSAs, DWR, and the public to discuss the GSP revisions, (3) preparing and receiving feedback on the draft Revised GSP, and (4) completing the final Revised GSP for adoption by the GSA Boards of Directors (GSA Boards) and submitting the adopted Revised GSP to DWR before the April 23, 2024 deadline.

This Task Order covers the work to be completed in Phase 1 of the proposed GSP revisions process.

2 Task Order Approach

DE proposes to complete the work under this Task Order in close coordination with GSA staff and in discussions with the GSA Boards and the GSA Joint Technical Advisory Committee (TAC). Work under this Task Order will also be coordinated to the extent possible with concurrent efforts to develop the Colusa Subbasin GSP Annual Report for Water Year 2023. Anticipated points of coordination with the Annual Report efforts are noted in the Scope of Services below. It is also anticipated that support from West Yost Associates (WY) for the GSP revisions in Phases 1 and 2 will be covered separately under subsequent task orders.

3 Task Order Description

3.1 Scope of Services

The scope of services to be performed by Davids Engineering is organized into four tasks as described below:

Task 1. Participate in Meetings with GSA Staff

- Meet biweekly with GSA staff to discuss GSP revision process, required technical revisions, and coordination needed for GSA and DWR meetings (***coordinated with Annual Report efforts***). It is assumed that CONSULTANT will summarize and share action items and outcomes of meetings with GSA staff.
- Prepare for and participate in three additional meetings with GSA staff, scheduled on an as-needed basis at the request of GSA staff. It is assumed that CONSULTANT will summarize and share action items and outcomes of meetings with GSA staff.

Task 2. Participate in Meetings with GSAs to Discuss Policy and Technical Alternatives

This task encompasses the effort required to frame necessary policy and technical decisions that must be made by the GSAs to move forward with addressing the three deficiencies identified by DWR.

- Prepare summaries of policy and technical alternatives, recommendations, and associated supporting materials for up to six meetings with the GSAs (including meetings with the GSA Boards and Joint TAC). It is assumed that CONSULTANT will be responsible for preparing technical materials, and will provide those materials to GSA staff for circulation among the GSAs. It is assumed that GSA staff will lead the scheduling and coordination of the GSA meetings, and will lead the processes needed to reach GSA decisions.

- Participate in said meetings to discuss policy and technical alternatives.

Task 3. Participate in Meetings with DWR to Review Policy and Technical Alternatives

This task will support the GSAs in meeting with DWR to review the three identified deficiencies and the potential policy and technical alternatives for addressing those deficiencies.

- Prepare summary of policy and technical recommendations and associated supporting materials for two meetings with DWR and the GSAs. It is assumed that CONSULTANT will be responsible for preparing technical materials, and will provide those materials to GSA staff for circulation among the GSAs and DWR, as desired. It is assumed that GSA staff will lead the scheduling and coordination of the DWR meeting.
- Participate in said meetings to discuss policy and technical recommendations.

Task 4. Initiate Required Technical Revisions

Efforts under this task will initiate required technical revisions that will be incorporated into meeting materials and the draft Revised GSP in Phase 2. It is anticipated that additional technical revisions will be made and finalized in the Revised GSP in Phase 2, pending outcomes of Phase 1 meetings and GSA decisions.

- Begin revisions of overdraft estimates (current, projected) consistent with more recent conditions. It is assumed that this work will be completed in Phase 2 and incorporated into the Revised GSP in Phase 2.
- Develop updated undesirable result definitions for GWL and subsidence, consistent with DWR's recommendations. The updated undesirable result definitions would be provided to the GSA Boards for consideration and approval prior to GSP adoption in Phase 2.
- Begin revisions of the subsidence SMC and monitoring network to be temporarily based on Interferometric Synthetic Aperture Radar (InSAR) data until such a time as the Sacramento Valley benchmark network is resurveyed. It is assumed that this work will be completed in Phase 2 and incorporated into the Revised GSP in Phase 2.
- Generate additional data summaries, maps, and documentation of SMC relative to wells and GDEs in the Subbasin to support the selection of SMC (*coordinated with Annual Report efforts*).

3.2 Deliverables

The following deliverable(s) will be provided to CLIENT:

1. Technical materials to help facilitate meetings with GSAs and to frame GSA technical and policy decisions
2. Technical materials to help facilitate meeting with DWR
3. Draft work products for required technical revisions (to be incorporated into meeting materials and the draft Revised GSP in Phase 2)

3.3 Assumptions

The following assumptions were made while developing this proposal. To the extent that these assumptions do not hold true, the effort and therefore the cost and schedule required to perform the services could be affected.

1. All work set forth in this proposal is limited to the 180-day review period.
2. CLIENT will be the lead for scheduling and coordinating meetings with the GSAs, Joint TAC, and DWR.
3. CONSULTANT will be responsible for documenting all technical and policy decisions made by the GSAs for review and approval by staff.
4. CONSULTANT attendance at the specified number of meetings identified in the Scope of Services is included, assuming attendance by two DE staff members at each meeting. CONSULTANT assumes at least one in-person attendee at each meeting with the GSA Boards and Joint TAC, and two remote attendees for each GSA staff meeting and DWR meeting.
5. CLIENT will be the lead for all stakeholder outreach.
6. CLIENT will be responsible for preparing and providing notice to cities and counties within the GSP area at least 90 days prior to the public hearing for GSP adoption (per California Water Code §10728.4).
7. CLIENT will provide legal review and/or assistance as may be required.
8. CLIENT will provide review of draft work products and feedback in a timely manner.
9. Progress and decisions in the development of GSP Projects and Management Actions will be driven by the GSAs.
10. Any and all work performed under this proposal shall be on a time and materials basis consistent with CONSULTANT's rate schedule then in effect.
11. Any work requested by CLIENT and performed by CONSULTANT outside the scope set forth herein will result in additional fees charged at CONSULTANT's rates then in effect.
12. All deliverables will be provided in electronic format.
13. Completion of the work set forth in this proposal does not guarantee acceptance of the revised GSP by DWR.

3.4 Schedule

DE proposes to complete work on Phase 1 by January 30, 2024, at which point Phase 2 would be initiated and would conclude with submittal of the Revised GSP by the April 23, 2024 deadline. Work in Phase 1 will progress to meet milestones on a timeline as defined in Table 1. The overall proposed schedule for Phase 1 and Phase 2 is shown in Table 2. Delays in the notice to proceed from CLIENT will result in corresponding delays or shifts to the subsequent milestones. Schedule implications or deviations from the milestone dates that occur during the work will be made known to CLIENT as soon as practicable.

Table 1. Task Order Milestones and Milestone Dates.

Milestone	Milestone Date	Note
Notice to Proceed	November 28, 2023	CGA Board meeting date
Joint TAC Meeting	December 1, 2023	Meeting to review DWR letter and comments and initiate discussions of GSP revisions process with Joint TAC.
Meeting with GSA Boards	December 12, 2023	GGA Board meeting date, proposed as Joint GSA Board meeting. Meeting to review DWR letter and comments and initiate discussions of GSP revisions process with GSA Boards.
Meetings with GSAs (Joint TAC, GSA Boards)	December 2023 and January 2024 (dates pending GSA schedules)	Meetings to continue discussions and reach GSA decisions on policy and technical alternatives
Meetings with DWR	December 2023 (12/19/23) and January 2024 (date pending GSA and DWR schedules)	Meetings with GSA representatives and DWR to review DWR comments, policy and technical alternatives
Phase 1 Conclusion, Phase 2 Notice to Proceed	January 30, 2024	GSA decisions needed by this point to move forward with Phase 2.

3.5 Costs

CONSULTANT costs associated with performing this task order will be billed to the CLIENT on a time and materials basis not to exceed \$47,519 without prior written authorization (Table 3). While estimated costs are based on a detailed task-by-task buildup, actual project costs will not necessarily be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the total estimated budget.

4 Task Order Signatures

Approved for CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

Accepted for Davids Engineering, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

Table 2. Draft Schedule for Colusa GSP Revisions Process (Phases 1 and 2).

Phase	Task	2023				2024				Note:				
		November		December		January		February			March		April	
		1-15	16-30	1-15	16-31	1-15	16-31	1-15	16-29	1-15	16-31	1-15	16-30	
Proposal	Prepare Proposal for GSAs													
Phase 1	Notice to Proceed		11/28/2023											
Phase 1	Participate in Meetings with GSA Staff													(a)
	Participate in Meetings with GSAs to Discuss Policy and Technical Alternatives													
	Participate in Meeting with DWR to Review Policy and Technical Alternatives													
	Initiate Required Technical Revisions													
	Provide Notice of Anticipated Public Hearings (GSA Staff)													
Proposal	Prepare Proposal for GSAs													
Phase 2	Notice to Proceed						1/30/2023							
Phase 2	Participate in Meetings with GSA Staff													(a)
	Proceed with Work on Technical Revisions Informed by GSA Decisions													
	Participate in Meetings with GSAs to Review GSP Revisions													
	Public Involvement in GSP Updates (Anticipated in Select GSA Meetings, Hearings)													
	Share Draft Revised GSP with GSAs, Receive Feedback													
	Share Final Revised GSP with GSAs													
	Public hearings for adoption of Revised GSP													
	Submit Revised GSP													

Note:

- (a) The GSA's legal counsel should consider if readoption of the GSP is necessary under the authorities granted to the GSA during the initial GSP development. If a GSP must be readopted, the GSA may do so following a public hearing held at least 90 days after providing notice to cities and counties within the GSP area (see California Water Code §10728.4). **This notification can be made very early in the process in anticipation that the GSP's revisions will be adopted within the 180-day period allowed to address the GSP's deficiencies.**



Table 3. Task Order Cost Summary.

Colusa Subbasin GSP Revisions - Phase 1 Revisions														
Project Task/Subtask	Labor Costs							Labor Costs Subtotal (\$)	Direct Costs			Direct Costs Subtotal (\$)	Total Cost (\$)	
	Senior Principal Engineer	Principal Engineer	Supervising Engineer	Associate Engineer I	Staff Engineer I	Assistant Engineer I	Associate Project Assistant		Current IRS Mileage (\$ / mile)	DE Equipment and Peripherals				
	Hourly Rates									Rates	Description			\$1
	\$258	\$245	\$224	\$184	\$159	\$117	\$106							
Task 1 - Participate in Meetings with GSA Staff														
Meet biweekly with GSA staff (<i>coordinated with Annual Report efforts</i>)	Time included in Annual Report budget													
Prepare for and participate in three additional meetings with GSA staff, as needed			3	6				\$1,776						\$1,776
Task 1 Subtotals			3	6				\$1,776						\$1,776
Task 2 - Participate in Meetings with GSAs to Discuss Policy and Technical Alternatives														
Prepare summaries of policy and technical alternatives, recommendations, and associated supporting materials for GSAs	4	4	24	36				\$15,522						\$15,522
Participate in six GSA meetings (Board, Joint TAC)			20	20				\$8,160	400	Chico to/from Willows/Colusa		\$262		\$8,422
Task 2 Subtotals	4	4	44	56				\$23,682	400			\$262		\$23,944
Task 3 - Participate in Meetings with DWR to Review Policy and Technical Alternatives														
Prepare summary of policy and technical recommendations and associated supporting materials for DWR and GSA discussion	1	2	3	3				\$1,972						\$1,972
Participate in two meetings with GSAs and DWR			2	2				\$816						\$816
Task 3 Subtotals	1	2	5	5				\$2,788						\$2,788
Task 4 - Initiate Required Technical Revisions														
Begin revisions of overdraft estimates (current, projected) (<i>coordinated with Annual Report efforts</i>)			8	12				\$5,872						\$5,872
Develop updated undesirable result definitions for GWL and subsidence	1	1	2	8				\$2,423						\$2,423
Begin revisions of subsidence SMC and monitoring network based on InSAR			2	4	4	4		\$2,288						\$2,288
Generate additional data summaries, maps, and documentation of SMC (<i>coordinated with Annual Report efforts</i>)			8	16	16	8	2	\$8,428						\$8,428
Task 4 Subtotals	1	1	20	40	20	28	2	\$19,011						\$19,011
SubTotals	6	7	72	107	20	40	3	\$47,257	400			262		\$47,519

10. GGA GROUNDWATER RECHARGE SERVICES

- a. Receive an update on groundwater recharge services and pilot project implementation activities.
- b. Discuss and provide direction on long-term groundwater recharge priorities.

The GGA Ad Hoc Committee on Groundwater Recharge met on November 15, 2023 to discuss potential projects for long term groundwater recharge, listed below. Discussion on potential projects included pros and cons such as capital and upfront costs, operating and ongoing costs, potential for grant funding, level of certainty, partnerships, permitting, other benefits such as flood control and habitat, impacts to shallow wells, impacts to deep wells, impacts to domestic wells, and ability to slow land subsidence.

The consultant team at Geosyntec and Water and Land Solutions will prepare a report on options for long-term groundwater recharge. The report will provide brief information on all options and in-depth analysis of up to 6 potential projects. The ad hoc committee prioritized in-depth review of the projects underlined in the list below.

- Existing basins with district water service
- Existing basins with local creek winter flows
- In-stream recharge through ephemeral stream beds
- Slow water flow in local creeks to increase infiltration
- Urban stormwater capture
- New conveyance
- Manage Arundo in Stony Creek
- Injection wells
- “Boards in” and using SRSC winter water
- Water cost only
- District distribution system modernization
- On-farm system modernization
- Annexations/detachments
- District water rates structure
- Black Butte water storage and releases
- Water right application
- Study land subsidence
- Develop Section 215 designation for Stony Creek

11. SUSTAINABLE GROUNDWATER MANAGEMENT (SGM) ROUND 2 GRANT APPLICATION FEEDBACK

- a. Receive an update on meeting with Department of Water Resources regarding the Colusa Subbasin SGM Round 2 grant application.
- b. *Authorize Chairman to coordinate with Colusa Groundwater Authority and send a letter to Luhdorff and Scalmanini Consulting Engineers regarding the feedback received on the SGM Round 2 grant application.

In December 2022, the CGA and GGA submitted the [Colusa Subbasin SGM Round 2 grant application](#) requesting nearly \$20 million in grant fund to help cover the costs of SGMA compliance, implementation, and projects and management actions. The grant solicitation was extremely competitive and the Colusa Subbasin application was not funded. The CGA and GGA staff and Chairs met with Department of Water Resources (DWR) on November 29, 2023 to receive feedback to better understand the strengths and shortcomings of the application and to better prepare for future applications. The Board will receive an update on the feedback received.

The Board may wish to write a letter to Luhdorff and Scalmanini Consulting Engineers (LSCE), the consultant contracted to develop and submit the grant application, in order to share feedback from DWR and the Board on the grant application. The Board may discuss content to include in the letter and authorize of the Chairman to coordinate with the CGA (if interested) and to send a letter to LSCE.

12. COMMITTEE UPDATES

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

The **GGA Executive Committee** last met July 27, 2022. 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** last met November 8, 2023. The committee received a briefing from the consultant team. The committee will continue to work on tasks and report progress and bring updates and recommendations to the GGA Board.

Committee Members: John Amaro, Grant Carmon, Mark Lohse

The **Groundwater Recharge Pilot Project Ad Hoc Committee** last met November 15, 2023. The outcomes of that meeting were shared during Item 10.

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

The **Technical Advisory Committee (TAC)** met jointly with the Colusa Groundwater Authority (CGA) Technical Advisory Committee on December 1, 2023. The Joint TAC received a presentation from a representative of the United States Bureau of Reclamation on grant opportunities. They also discussed the Colusa Subbasin GSP incomplete determination, prioritization of tasks, and feedback received on the SGM Round 2 grant application. They also received an update on the Water Year 2023 Annual Report status.

The next CGA/GGA Joint TAC meeting is scheduled for January 12, 2024.

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, Don Bills, Shasta Banchio

13. 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.

14. 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

15. REPORT OUT FROM CLOSED SESSION

16. 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.

17. NEXT MEETING

The next regular meeting is scheduled for January 8, 2024 at 1:30 p.m.

18. ADJOURN

The meeting will be adjourned.

*Indicates Action Item