

Colusa Groundwater Authority Board of Directors

P.O. Box 475, Colusa, CA 95932 | www.colusagroundwater.org

MEETING AGENDA

June 27, 2023 | 1:30 p.m.

Colusa Industrial Properties, 100 Sunrise Blvd., Colusa, CA 95932

Alternative meeting location(s):

365 Ruggieri Way, Williams, CA 95987

381 HCR 2424, Hillsboro, TX 76645

22 South Hoback Street, Helena, MT 59601

Board members and members of the public may attend this meeting in person or through Zoom:

<https://us06web.zoom.us/j/87400004887>

Or One tap mobile :

US: +16694449171,,87400004887# or +17193594580,,87400004887#

Or Telephone:

US: +1 669 444 9171

Webinar ID: 874 0000 4887

Full Agenda Packet: <https://colusagroundwater.org/meetings/agendas-and-minutes-2023/>

** Indicates action item*

1. Call To Order and Determination of Quorum

- a. Roll Call of Directors and Alternates
- b. Introductions of others in attendance

2. Period Of Public Comment

At this time, members of the public may address the CGA Board regarding items that are not on the agenda but are of relevance to the CGA. The Board may not act on items not on the agenda.

3. Consent Calendar

All consent calendar items may be acted upon by a single motion unless otherwise requested by a board member for separate consideration.

- a. *Approval of Minutes from the May 23, 2023, CGA Board Meeting
- b. *Receive and File May Financial Statements
- c. *Review and Consider Approval of June Claims

4. Collection of Operations Fee

- a. * Consider approval of Resolution No. 2023-01 Requesting Collection of Charges on Colusa County Tax Roll in Fiscal Year 2023/2024 and Authorize the Chair to sign
- b. * Consider approval of Resolution No. 2023-02 Requesting Collection of Charges on Yolo County Tax Roll in Fiscal Year 2023/2024 and Authorize the Chair to sign

5. **Approval of Request for Proposals for Biennial Audit FY 2021-22 and FY 2022-23**
 - a. *Consider authorization to issue Request for Proposals for Biennial Audit for FY 2021-22 and FY 2022-23
6. **Renewal of Contract with Regional Government Services for Comprehensive Administrative Services for FY 2023-24**
 - a. *Consider approval of amendment to contract with Regional Government Services to provide comprehensive administrative services for FY 2023-24 at a cost not to exceed \$175,000
7. **Colusa Subbasin GSP Implementation**
8. **DWR Staff Update**
9. **Committee Reports**
 - a. **Temporary Water Rights ad hoc** – Shelly Murphy, Jim Wallace, Darrin Williams
 - b. **Long Term Funding ad hoc** – Thad Bettner, Darrin Williams, Jeff Moresco, Frank A. Nobriga
10. **Update on Executive Order No. N-7-22 and Executive Order No. N-4-23**
11. **Administrative Update**
12. **Closed Session**
 - a. Conference with Legal Counsel (Gov't Code 54956.9) – Existing litigation:
Aqualliance et al. v. Colusa Groundwater Authority, Glenn Groundwater Authority Colusa County Superior Court – Case Number CV24584

Aqualliance et al. v. Biggs-West Gridley Water District, et al. Butte County Superior Court – Case Number 22CV00348
 - b. Public Employee Performance Evaluation (Gov't Code 54957)
Title: Administrative Services Consultant
13. **Report out of Closed Session**
14. **Member Reports and Comments**
15. **Next Meeting:** July 25, 2023
16. **Adjourn**

A complete agenda packet, including back-up information, is available for inspection during normal business hours at 1213 Market Street, Colusa, CA 95932. The full agenda packet can also be found on the CGA website: <https://colusagroundwater.org>. In compliance with the Americans with Disability Act, if you require special accommodation to participate in CGA Board or Subcommittee meetings, please contact the Colusa Groundwater Authority Program Manager at 650-587-7300, extension 17, prior to any meeting for accommodations.

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Webinar ID: 874 0000 4887

AGENDA ITEM 1: CALL TO ORDER AND DETERMINATION OF A QUORUM

AGENDA ITEM 1a: Roll Call of Officers and Alternates

SIX (6) Members must be present to constitute a quorum.

As of July 1, 2021, and through June 30, 2023, **Maxwell Irrigation District** sits as the representative for Maxwell I.D. and Westside W.D.; and **Princeton-Codora-Glenn Irrigation District** sits as the representative for Princeton-Codora-Glenn I.D. and Provident I.D.

Note: Beginning July 1, 2023, Westside Water District and Provident Irrigation District will represent their respective Memberships on the CGA Board.

4.1 Board of Directors. *The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows: One member of the Board of the Maxwell Irrigation District or the Westside Water District, said appointment to alternate every two years beginning with an appointment by the Maxwell Irrigation District of one of its Board members; One member of the Board of the Princeton-Codora-Glenn Irrigation District or the Provident Irrigation District, said appointment to alternate every two years beginning with an appointment by the Princeton-Codora-Glenn Irrigation District of one of its Board members...*

Entity	Name
COUNTY OF COLUSA	
BOARD MEMBER	Daurice Kalfsbeek-Smith
ALTERNATE	Gary Evans
CITY OF COLUSA	
BOARD MEMBER	Julie Garofalo
ALTERNATE	Greg Ponciano
CITY OF WILLIAMS	
BOARD MEMBER	Alfred Sellers, Jr.
ALTERNATE	Vacant
GLENN COLUSA IRRIGATION DISTRICT	
BOARD MEMBER	Blake Vann
ALTERNATE	Thad Bettner
COLUSA COUNTY WATER DISTRICT	
BOARD MEMBER	Frank A. Nobriga
ALTERNATE	Halbert Charter
ALTERNATE	Shelly Murphy
PRINCETON-CODORA-GLENN IRRIGATION DISTRICT	
BOARD MEMBER	Jim Campbell
ALTERNATE	Lance Boyd
MAXWELL IRRIGATION DISTRICT	
BOARD MEMBER	Chris Dobson
ALTERNATE	
ALTERNATE	Drew Dirks
RECLAMATION DISTRICT 108	
BOARD MEMBER	Hilary Reinhard
ALTERNATE	Bill Vanderwaal
RECLAMATION DISTRICT 479	
BOARD MEMBER	Derrick Strain
ALTERNATE	Vacant
COLUSA DRAIN MUTUAL WATER COMPANY	
BOARD MEMBER	Jim Wallace
ALTERNATE	Lynell Pollock
PRIVATE PUMPER	Darrin Williams
PRIVATE PUMPER	Jeff Moresco
WESTSIDE WATER DISTRICT	
BOARD MEMBER	Zach Dennis
ALTERNATE	Dan Ruiz
PROVIDENT IRRIGATION DISTRICT	
BOARD MEMBER	Jim Campbell

[AGENDA ITEM 1.b: Introductions of Others in Attendance](#)

AGENDA ITEM 2: PERIOD OF PUBLIC COMMENT

Members of the public may comment on items not on today's agenda that are relevant to the CGA. Public comments are limited to no more than 5 minutes. No action can be taken on items that are not on the agenda.

AGENDA ITEM 3: CONSENT CALENDAR

BACKGROUND:

All Consent Calendar items may be acted upon by a single motion unless otherwise requested by a board member for separate consideration.

ACTION ITEMS:

[AGENDA ITEM 3a. Approval of Minutes from the May 23, 2023 CGA Board Meeting](#)

ATTACHMENTS: Draft minutes from May 23, 2023 CGA board meeting

[AGENDA ITEM 3b. Receive and File May Financial Statements](#)

ATTACHMENTS: Financial statements for period ending May 31, 2023

[AGENDA ITEM 3c. Review and Consider Approval of June Claims](#)

ATTACHMENTS: Report of Claims to be paid for June 2023 and supporting documents for claims totaling \$28,942.90 (adjusted total after cancelling and reissuing check to GSRMA).

Colusa Groundwater Authority Board of Directors

1213 Market Street, Colusa, CA 95932 | 530-458-0891 | www.colusagroundwater.org

MEETING MINUTES

May 23, 2023

1. Call To Order and Determination of Quorum

Chair Williams called the meeting to order at 1:33 P.M. and led the Board in the Pledge of Allegiance.

a. Roll Call of Officers and Alternates

Present: Thad Bettner, Daurice Kalfsbeek-Smith, Frank Nobriga, Greg Ponciano, Hilary Reinhard, Alfred Sellers, Jim Wallace, and Darrin Williams.

Absent: Jim Campbell, Chris Dobson, Jeff Moresco, and Derrick Strain.

b. Introductions of others in attendance

Jim Brobeck, Brandon Davison, Pete Dennehy, Ryan Fulton, Bruce Houdesheldt, Christy Scofield; Board Alternates Justin Dahl, Shelly Murphy and Bill Vanderwaal; CGA staff Carol Thomas-Keefer, Denise Carter and Harrison Tregenza; Attorney Alan Doud.

2. Period Of Public Comment

At this time, members of the public may address the CGA Board regarding items that are not on the agenda but are of relevance to the CGA. The Board may not act on items not on the agenda.

None.

3. Consent Calendar

All consent calendar items may be acted upon by a single motion unless otherwise requested by a board member for separate consideration.

On motion by Director Nobriga, seconded by Director Wallace, the Consent Calendar was approved.

AYES:	8	Bettner, Kalfsbeek-Smith, Nobriga, Ponciano, Reinhard, Sellers, Wallace, and Williams
NOES:	0	
ABSTAIN:	0	
ABSENT:	4	Campbell, Dobson, Moresco, and Strain

- a. Approval of Minutes from the April 25, 2023, CGA Board Meeting
- b. Receive and File April Financial Statements
- c. Review and Consider Approval of May Claims

4. Review and Consideration of CGA Fiscal Year 2023-24 Budget

- a. **Receive budget overview and ad hoc Budget Committee recommendations**
- b. ***Consider approval of FY 2023-24 Budget**

Ms. Thomas-Keefer reported that the ad hoc Budget Committee had met and reviewed the proposed budget, which incorporated SGMA implementation costs as estimated in the 5-year operating revenue plan prepared in connection with the current fee study. Director Nobriga then reviewed the Budget Committee’s recommendations, approved Prop 218 fee alternatives, and projected revenues and reserves.

Director Moresco joined the meeting at 1:48 P.M.

On motion by Director Nobriga, seconded by Director Ponciano, the FY 2023-24 budget was approved as presented.

AYES:	9	Bettner, Kalfsbeek-Smith, Moresco, Nobriga, Ponciano, Reinhard, Sellers, Wallace, Williams
NOES:	0	
ABSTAIN:	0	
ABSENT:	3	Campbell, Dobson, and Strain

5. Annual Board Review of Operations Fee according to Resolution No. 2019-02 entitled “Resolution Certifying the Results of a Proposition 218 Majority Protest Proceeding and Setting the Authority’s Operations Fee”

- a. ***Consider approval of proposed CGA Operations Fee to fund FY 2023-24 Budget as adopted and determine if any adjustment of the fee is needed**

On motion by Director Bettner, seconded by Director Wallace, the current assessment was kept at \$1.00 per acre.

AYES:	9	Bettner, Kalfsbeek-Smith, Moresco, Nobriga, Ponciano, Reinhard, Sellers, Wallace, and Williams
NOES:	0	
ABSTAIN:	0	
ABSENT:	3	Campbell, Dobson, and Strain

6. Consider Approval of Provost and Pritchard Consulting Group Addendum #4 to Consultant Services Agreement (CSA) No. 18-197: Consulting Services for Tax Year 2023-24 Direct Charge Preparation, Colusa Groundwater Authority, Colusa and Yolo Counties

- a. ***Recommendation to authorize the Chair to execute Addendum #4 to CSA No. 18-197 with Provost and Pritchard in an amount not to exceed \$3,500**

Ms. Thomas-Keefer reported that Provost and Pritchard had provided the direct charge preparation work for CGA’s tax roll assessments for the past several years, since the Prop 218 charge had been put into place. She recommended that Provost and Pritchard again perform this work, as this would likely be the last year to collect fees under the existing fee structure. She indicated that the proposed addendum would allow Provost

and Pritchard to perform the work for the FY 2023-24 tax rolls, at an amount not to exceed \$3,500.

On motion by Director Wallace, seconded by Director Bettner, the Chair was authorized to execute Addendum #4 to CSA No. 18-197 with Provost and Pritchard in an amount not to exceed \$3,500.

AYES:	8	Bettner, Kalfsbeek-Smith, Moresco, Nobriga, Ponciano, Sellers, Wallace, and Williams
NOES:	0	
ABSTAIN:	1	Reinhard
ABSENT:	3	Campbell, Dobson, and Strain

7. Colusa Subbasin GSP Implementation

Ms. Thomas-Keefer reviewed the status of the SGMA planning grants, noting that these projects have been closed out and CGA is just awaiting payment of retentions. She also reported that DWR had not selected the Colusa Subbasin application for a SGMA Round 2 grant funding.

8. DWR Staff Update

Mr. Davison provided additional information on the SGMA Round 2 grant awards and suggested that CGA submit comments to DWR during the grant award recommendation public comment period. Staff was directed to work with Glenn Groundwater Authority staff and the CGA chair to prepare and submit comments to DWR.

9. Committee Reports

- a. **TAC** - Bill Vanderwaal, Thad Bettner, Jim Wallace, Denise Carter, Darrin Williams, Deke Dormer, Ben King, Brandon Davison DWR (ex-officio)

Director Wallace reported that the CGA/GGA Joint TAC met on May 12 to begin prioritizing GSP implementation tasks. He noted that the TAC members assigned general priorities to implementation tasks, including data management and subsidence benchmark surveys. The Joint TAC will meet again in August, once the SGMA grant awards have been finalized, to begin preparing an implementation work plan.

- b. **Temporary Water Rights ad hoc** – Shelly Murphy, Jim Wallace, Darrin Williams

Chair Williams and Director Wallace reported that the ad hoc committee has met with DWR to determine next steps to initiated DWR assistance with a temporary water rights permit; the committee also met again to discuss preparation of the required recharge project description for DWR. Ms. Thomas-Keefer noted that, as directed by the committee, she has contacted MBK Engineers and will be receiving additional information soon.

- c. **Long Term Funding ad hoc** – Thad Bettner, Darrin Williams, Jeff Moresco, Frank A. Nobriga

Ms. Thomas-Keefer reported that the ad hoc committee continues to work with the fee study consultant, Luhdorff and Scalmanini, to provide direction on recommended fee options. The Attorney, Mr. Alan Doud, is also assisting the committee by reviewing documents and providing guidance on setting fees.

Director Bettner left the meeting at 2:40 P.M.

- d. **FY 2023-24 Budget ad hoc** – Frank Nobriga, Daurice Kalfsbeek-Smith, Jeff Moresco

No additional report.

10. Update on Executive Order No. N-7-22 and Executive Order No. N-4-23

Mr. Doud stated that a recent Executive Order modified the recharge Executive Order from last month, and he will stay abreast of the change.

11. Administrative Update

Ms. Thomas-Keefer reported that Denise Carter has joined RGS and is now officially a part of the team for CGA. She also added that there would be no change to the scope of work or budget.

12. Closed Session

- a. Conference with Legal Counsel (Gov't Code 54956.9) – Existing litigation:
Aqualliance et al. v. Colusa Groundwater Authority, Glenn Groundwater Authority
Colusa County Superior Court – Case Number CV24584

Aqualliance et al. v. Biggs-West Gridley Water District, et al.
Butte County Superior Court – Case Number 22CV00348

13. Report out of Closed Session

None.

14. Member Reports and Comments

Director Nobriga reported that the Colusa County Water District contributed funding to CGA during its start-up and is interested in having that money returned once a new fee structure is in place. Director Wallace stated that he believes the initial investment from member agencies was possible but not promised in the funding agreement; Ms. Denise Carter agreed. Chair Williams suggested a review of the Joint Powers Agreement and meeting minutes to clarify, but a review of CGA's financial position would also be needed. Following additional discussion, Director Nobriga stated that he would bring these comments back to CCWD and no further CGA action was needed at this time.

15. Next Meeting: June 27, 2023

16. Adjourn

Chair Williams adjourned the meeting at 2:51 P.M.

BUDGET TO ACTUAL REPORT- May

		ACTUALS BY REVENUE						
		(A)	Restricted	Restricted	(B)	(A-B)	(B/A)	
		BUDGET	Prop. 218	Prop 1/68	\$	\$	%	
					ACTUAL	REMAINING	COMPLETED	
1	REVENUE							1
2	Proposition 218 Fee Agreements	390,432	208,221	-	208,221	182,211	53%	2
3	Proposition 218 Landowner Fee	6,812	797	-	797	6,015	12%	3
4	Department of Water Resources (DWR) Grants-Retention	199,000	-	-	-	199,000	0%	4
5	Department of Water Resources (DWR) Grants-Prop 1	51,948	-	43,851	43,851	8,097	84%	5
6	Department of Water Resources (DWR) Grants- Prop 68	346,298	-	299,635	299,635	46,663	87%	6
7	Glenn County Groundwater Authority Reimbursement	-	-	-	-	-	0%	7
8	Interest	-	68	-	68	(68)	0%	8
9								9
10	TOTAL REVENUES	994,490	209,086	343,486	552,571	441,919	56%	10
11	EXPENSES							11
12	Office Expense							12
13	Bank Fees	-	20	-	20	(20)	0%	13
14	JPA Insurance	2,000	-	-	-	2,000	0%	14
15	Printing and Copying/Outreach	5,000	-	-	-	5,000	0%	15
16	Website	500	-	-	-	500	0%	16
17	Supplies	500	82	-	82	418	16%	17
18								18
19	Professional Services- Admin							19
20	Auditor	7,000	-	-	-	7,000	0%	20
21	Financial Services Bookkeeping (Crippen)	5,000	3,186	-	3,186	1,815	64%	21
22	Legal Services (Young & Wooldridge)	100,000	29,497	-	29,497	70,503	29%	22
23	Program Manager/Facilitation Svcs (RGS)	175,000	90,157	-	90,157	84,844	52%	23
25	Annual Parcel Update (Provost & Pritchard)	3,500	1,668	-	1,668	1,832	48%	25
26								26
27	Professional Services- Projects							27
28	GSP Development - Prop. 1 /68 : GGSA/ Luhdorff & Scalmanini	468,942	-	276,011	276,011	192,931	59%	28
29	GSP-Grant Application	20,000	32,370	-	32,370	(12,370)	162%	29
30	GSP Annual Report	45,000	47,295	-	47,295	(2,295)	105%	30
31	GSP Technical Assistance:On-Call Support Svcs (Davids Engineering)	45,000	7,506	-	7,506	37,495	17%	31
32								32
33								33

BUDGET TO ACTUAL REPORT- May

		ACTUALS BY REVENUE					
		(A)	Restricted Prop. 218	Restricted Prop 1/68	(B) \$	(A-B) \$	(B/A) %
		BUDGET			ACTUAL	REMAINING	COMPLETED
34	EXPENSES (cont'd)						34
35	GSP Implementation Fund						35
36	GSP Projects	137,244	-	-	-	137,244	0%
37							37
38	Proposition 218 Collections Fee						38
39	Prop. 218 Ops Fee Collections-Co	10,000		-	-	10,000	0%
40	Special Projects - Funding Mech	40,000	14,910	-	14,910	25,090	37%
41							41
42	Other						42
43	County of Butte GSA- Member Contribution	-	8,000	-	8,000	(8,000)	0%
44							44
45							45
46	TOTAL EXPENSES	<u>1,064,686</u>	<u>234,689</u>	<u>276,011</u>	<u>510,700</u>	<u>553,986</u>	<u>48%</u>
47							47
48	Surplus (Deficit)	<u>(70,196)</u>	<u>(25,603)</u>	<u>67,475</u>	<u>41,871</u>		48

Prior months expenses were reviewed and reallocated according to the adopted budget.

Budget to Actual Report includes all revenues and expenditures during the calendar year and is on a cash basis. Accruals will be finalized during the year-end reconciliation and audit process and presented in a separate report.

CASH BALANCE

May 2023 Activity

<u>Cash Receipts</u>	
Yolo County Property Tax	\$ 174,979.00
ACH Yolo County Payment	<u>665.48</u>
Total Cash Receipts	<u>\$ 175,644.48</u>

<u>Cash Disbursements</u>	
Cash Disbursements	(29,392.00)
	<u>\$ -</u>
Total Cash Disbursements	<u>\$ (29,392.00)</u>

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

<u>April Cash Balance By Investment</u>	
Umqua Checking	\$ 401,341.92
Umqua Money Market	571,599.95
Umqua Savings	<u>33,000.92</u>
Total Cash Balance as of April 30	<u>\$ 1,005,942.79</u>

<u>May Activity</u>	
Cash Receipts	\$ 175,644.48
Cash Disbursements	(29,392.00)
Interest Earnings	4.86
Service Charge	<u>-</u>
Total May Activity	\$ 146,257.34

April Ending Cash Balance	\$ 1,152,200.13
Less: Outstanding Warrants:	
RGS-ACH- February (Approved 3/28)-In Progress	(10,616.50)
Warrants- February (Approved 3/28)-In Transit	(52,190.77)
RGS-ACH- March -(Approved 4/25)-In Progress	(11,254.50)
Warrants- March-(Approved 4/25)-In Transit	(11,118.00)
RGS-ACH- April -(Approved 5/23) - In Transit	(9,892.00)
Warrants- April-(Approved 5/23) - In Transit	(39,837.37)
Warrants- April- GSRMA - Pending Adj./Orig. Stop Pmt	68.00
RGS-ACH- May - Pending Approval	(12,283.00)
Warrants- May- Pending Approval	<u>(16,727.90)</u>
Total Available Cash By Activity as of May 31	<u>\$ 988,348.09</u>

<u>May Cash Balance by Investment</u>	
Umqua Checking	\$ 546,928.92
Umqua Money Market	572,270.29
Umqua Savings	<u>33,000.92</u>
Total May Balance	\$ 1,152,200.13
Less: Outstanding Warrants	<u>(163,852.04)</u>
Total Available Cash by Investment as of May 31	<u>\$ 988,348.09</u>

Outstanding Warrants are vendor invoices received and not yet paid.

CLAIMS SUMMARY

Invoice #	Invoice Date	Vendor	Service Period	Service	Check	ACH	Total
15072	5/31/2023	Regional Government Services	May Services	Administration	-	12,283.00	12,283.00
1173.03-5696	5/22/2023	Davids Engineering (LSCE Sub)	May Services	Annual Report	8,351.50	-	8,351.50
39892	6/14/2023	Luhdorff & Scalmanini (Davids Eng. Sub)	May Services	GSP Funding Support	1,226.75	-	1,226.75
Various	5/31/2023	Young & Wooldridge	May Services	Legal Services	6,385.15	-	6,385.15
6664	1/24/2023	Robert Johnson, CPA	January Services	Audit Services- SCO Report	500.00	-	500.00
10941	6/8/2023	Crippen & Associates	May Services	Accounting Services	264.50	-	264.50
WARRANT TOTAL					<u>\$ 16,727.90</u>	<u>\$ 12,283.00</u>	<u>\$ 29,010.90</u>
<i>ADJUSTMENT -GSRMA SENT ADJUSTED INVOICE AFTER BOARD APPROVAL (Reflected in Cash Balance)</i>							
2023-24	4/3/2023	GSRMA	FY23-24 Premium	Insurance	(1,800.00)	-	(1,800.00)
2023-24	4/3/2023	GSRMA - ADJUSTED	FY23-24 Premium	Insurance	<u>1,732.00</u>	-	<u>1,732.00</u>
					(68.00)	-	(68.00)
ADJUSTED WARRANT TOTAL					<u>\$ 16,659.90</u>	<u>\$ 12,283.00</u>	<u>\$ 28,942.90</u>



PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
5/31/2023	15072

Bill To:
Colusa Groundwater Authority

P.O. No.	Due Date	Inv Sent
	6/30/2023	6/14/2023

Date	Description	Amount
5/31/2023	Contract Services for May - please see attached Balance billed to date is \$134,653 against an NTE of \$175,000	12,283.00

Electronic Payment Information: Community Bank of the Bay ABA: 121142407 Account: 0365002245	Total \$12,283.00
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Colusa Groundwater Authority

Month: **May, 2023**

Hours and Rates by Pay Period						
		1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed	
CT	29.75	\$ 150.00	39.00	\$ 150.00	\$ 10,312.50	
GS	1.50	\$ 140.00	5.75	\$ 140.00	\$ 1,015.00	
RM	0.00	\$ -	0.00	\$ -	\$ -	
HT	0.40	\$ 105.00	8.70	\$ 105.00	\$ 955.50	
Totals	31.65		53.45		\$ 12,283.00	



Client Activity Report

May 2023

Client	Task	Comment	Hours
Colusa Groundwater Authority			Client Hours 85.10
	5350-000 - Colusa Groundwater Authority		Task Hours 85.10
	5/1/2023	Meeting w/L Hunter for TAC planning, agenda prep; coordinate budget draft w/GS; prepare and distribute budget committee agenda and meeting notice; various emails and follow up	4.00
	5/1/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/2/2023	Attend Temp water rights committee follow up meeting; attend budget committee meeting; coordinate mtg w/LSCE and legal; begin review of fee options TM; follow up on budget items	2.50
	5/2/2023	CGA: Ad Hoc Budget Mtg; Mgmt	1.50
	5/3/2023	Attend recharge webinar; follow up w/committee re budget recommendation; continue review of fee options tech memo; various emails	3.50
	5/4/2023	Finish review of draft fee options TM; call w/A Doud; Call w/LSCE and legal counsel; meeting coordination and review/respond to emails	3.50
	5/5/2023	Coordinate meeting w/LSCE, legal and chair; review and respond to emails;	1.00
	5/5/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/8/2023	Mtg w/LSCE, legal counsel and D Williams re fee study direction; call w/LSCE; begin drafting March Joint TAC minutes	2.00
	5/9/2023	Finalize, distribute and post Joint TAC meeting agenda; prepare TAC meeting minutes; review and respond to emails	5.00
	5/9/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/10/2023	Review and comment on TAC meeting info; coordinate meeting location and other info re TAC meeting; various emails	1.00
	5/11/2023	Prepare TAC meeting materials, distribute and post on website; coordinate board meeting tech details with County; coordinate staffing and contract renewal info w/RGS; review and respond to emails	2.00
	5/11/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/12/2023	Review, prep for and attend Joint TAC meeting; various emails	3.00
	5/15/2023	Attend Butte Mgrs meeting; follow up re CGA BAB rep; various emails	2.25
	5/16/2023	CGA team meeting; correspondence re D Carter on staff; various emails	1.50
	5/16/2023	Attending the monthly CGA staff meeting.	0.40
	5/16/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/16/2023	CGA: Staff Meeting: Budget WIP	1.50
	5/17/2023	Drafting CGA Board meeting minutes.	1.20
	5/17/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.50
	5/17/2023	Follow up w/Provost & Pritchard, LSCE and attorney re tax roll support for FY 23-24; review and research items for May board meeting; prepare first draft of agenda; follow up on financials; review and respond to various emails	3.00
	5/18/2023	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.50
	5/18/2023	CGA: Budget/Financials WIP	2.00
	5/18/2023	Mtg w/RGS staff re contract renewal; mtg w/Provost & Pritchard re tax roll support; follow up w/LSCE and atty re fee study status; review and revise draft board agenda; follow up with GS and DC re financial matters and banking processes	4.00
	5/18/2023	Drafting and publishing Board agenda.	0.10
	5/18/2023	Preparing for CGA Board meeting.	0.30
	5/19/2023	Finalize, post and distribute board meeting agenda; work on preparation of agenda materials; coordination with staff; coordinate fee presentation and meeting w/atty	3.00



Client Activity Report

May 2023

Client	Task	Comment	Hours
		5/19/2023 Drafting and publishing Board agenda.	0.10
		5/19/2023 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/20/2023 Finalize agenda packet; post and distribute packet	3.50
		5/20/2023 Drafting and publishing Board agenda.	0.70
		5/22/2023 Preparing for CGA Board meeting.	0.40
		5/22/2023 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
		5/22/2023 Travel for board meeting; follow up w/DWR and L Hunter re grant application; review and respond to emails	4.00
		5/23/2023 Clerking the CGA Board meeting.	1.30
		5/23/2023 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.70
		5/23/2023 Meet w/MBK rep re recharge project assistance; Prepare for, set up meeting room and attend CGA board meeting plus travel time	6.50
		5/23/2023 CGA: Financials; Audit WIP	2.00
		5/23/2023 Preparing for CGA Board meeting, assisting Carol Thomas-Keefer with setting up meeting Owl.	2.00
		5/24/2023 Research invoicing issue; review financial info and county deposits; follow up from board meeting; review and respond to various emails	2.00
		5/25/2023 Follow up w/L Hunter re grant scores and meeting coordination; follow up on accounting; meeting coordination; various emails	1.50
		5/26/2023 Coordinate scheduling for Long Term Funding committee meeting; review grant score request; review BAB meeting info; various emails	2.00
		5/29/2023 Review information for Long Term Funding committee meeting; prepare and distribute agenda; review email	1.00
		5/30/2023 Attend BAB meeting; meet w/L Hunter re SGMA grant results and follow up w/DWR; attend Long Term Funding committee meeting; review and respond to various emails; review info re auditor status	4.50
		5/31/2023 CGA: CallwAuditor	0.25
		5/31/2023 Follow up with GS and officers re audit status; review Butte grant award comments; begin prep of CGA grant award comments; research and respond to inquiry re CGA formation docs;	2.50

Invoice

DAVIDS ENGINEERING, INC.
Tax ID#68-0346173
1772 Picasso Avenue, Suite A
Davis, CA 95618-0550
530/757-6107 - phone
530/757-6118 - fax

May 22, 2023
 Invoice No: 1173.03 - 5696

Carol Keefer-Thomas
 Colusa Groundwater Authority
 1213 Market Street
 Colusa, CA 95932

Project 1173.03 Colusa GWA - Colusa Subbasin Groundwater Sustainability Plan Annual Reports

Professional Services from April 01, 2023 to April 30, 2023

Task	01.00	WY 2022 GSP Annual Report
Sub-Task	DE.00	Davids Engineering, Inc.

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer II Morgan, Erik	.25	135.00	33.75	
Assistant Engineer I Winslow, Jacob	.25	117.00	29.25	
Senior Project Assistant Davids, Kristi	1.25	118.00	147.50	
Supervising Engineer Davids, Jeff	12.75	224.00	2,856.00	
Associate Engineer II Ertis, Brandon	.25	195.00	48.75	
Associate Engineer I Klug, Katherine	13.75	184.00	2,530.00	
Associate Project Assistant Clark, Cynthia	.75	106.00	79.50	
Staff Project Assistant Schroeder, Cathy	6.50	92.00	598.00	
Totals	35.75		6,322.75	
Total Labor				6,322.75
		Total this Sub-Task		\$6,322.75

Billings to Date

	Current	Prior	Total
Labor	6,322.75	35,794.25	42,117.00
Totals	6,322.75	35,794.25	42,117.00

Sub-Task LS.CE Luhdorff & Scalmanini Consulting Enginee

Consultants

Luhdorff & Scalmanini Consulting Enginee				
4/30/2023	Luhdorff & Scalmanini Consulting Engineers	Professional Services through April 30, 2023 - see attached	2,028.75	
	Total Consultants	1.0 times	2,028.75	2,028.75
		Total this Sub-Task		\$2,028.75

Billings to Date

	Current	Prior	Total
Consultant	2,028.75	16,565.50	18,594.25
Totals	2,028.75	16,565.50	18,594.25

Contract Amount

	Current	Prior	To-Date
Total Billings	8,351.50	52,359.75	60,711.25
Contract Amount Remaining			65,000.00
			4,288.75
		Total this Task	\$8,351.50

Billings to Date

	Current	Prior	Total
Labor	6,322.75	35,794.25	42,117.00
Consultant	2,028.75	16,565.50	18,594.25
Totals	8,351.50	52,359.75	60,711.25

Total this Invoice \$8,351.50

Outstanding Invoices

Number	Date	Balance
5611	3/23/2023	17,984.75
5649	4/6/2023	23,049.75
Total		41,034.50

Total Now Due \$49,386.00

Billings to Date

	Current	Prior	Total
Labor	6,322.75	35,794.25	42,117.00
Consultant	2,028.75	16,565.50	18,594.25
Totals	8,351.50	52,359.75	60,711.25

I certify that the above invoice is true and correct to the best of my knowledge.

Authorized By:



Date:

05/22/2023

Billing Backup

Monday, May 22, 2023

Dauids Engineering, Inc.

Invoice 5696 Dated 5/22/2023

10:04:42 AM

Project	1173.03	Colusa GWA - Colusa Subbasin Groundwater Sustainability Plan Annual Reports
Task	01.00	WY 2022 GSP Annual Report
Sub-Task	DE.00	Dauids Engineering, Inc.

Professional Personnel

			Hours	Rate	Amount
Assistant Engineer II					
Morgan, Erik	4/26/2023	Annual report 2022 recap and 2023 planning meeting with B. Ertis, K. Klug, Jeff Davids, and J. Winslow.	.25	135.00	33.75
Assistant Engineer I					
Winslow, Jacob	4/26/2023	Annual report closeout meeting.	.25	117.00	29.25
Senior Project Assistant					
Davids, Kristi	4/6/2023	project support, accounting	.25	118.00	29.50
Davids, Kristi	4/20/2023	document preparation, project support and prepration for public meeting	1.00	118.00	118.00
Supervising Engineer					
Davids, Jeff	4/12/2023	Planning/preparing for public outreach meetings and coordination meeting with K. Klug.	.50	224.00	112.00
Davids, Jeff	4/13/2023	Coordination meeting with L. Hunter, C. Thomas-Keefer, E. Teasdale, and K. Klug.	1.25	224.00	280.00
Davids, Jeff	4/14/2023	Working with K. Klug on meeting announcements and informational flyer for Colusa Subbasin meetings on 04/20 and 04/21. Developing informational content and primary figures for first draft.	2.25	224.00	504.00
Davids, Jeff	4/17/2023	Refinements to boundary surface water inflow data based on conversation with J. Sutton at the TCCA.	.75	224.00	168.00
Davids, Jeff	4/19/2023	Colusa public meeting preparation, review of PowerPoint presentation, review of information flyer, coordination with K. Klug and E. Teasdale.	.50	224.00	112.00
Davids, Jeff	4/20/2023	Colusa public meeting preparation, review of PowerPoint presentation, review of information flyer, coordination with K. Klug and E. Teasdale. Afternoon public workshop in Willows.	5.50	224.00	1,232.00
Davids, Jeff	4/21/2023	Preparation call with K. Klug for addition of geologic setting slide. Presentation of WY2022 in webinar format. Follow up correspondence.	1.50	224.00	336.00
Davids, Jeff	4/28/2023	Project management and coordination.	.50	224.00	112.00
Associate Engineer II					
Ertis, Brandon	4/26/2023	Coordination on 2022 Annual Report Contract Deliverables and Status	.25	195.00	48.75

Project	1173.03	Colusa GWA - Colusa Sub. GSP Ann. Report	Invoice	5696
Associate Engineer I				
Klug, Katherine	4/13/2023	2.00	184.00	368.00
coordination for development of stakeholder outreach materials, stakeholder meeting prep				
Klug, Katherine	4/14/2023	1.75	184.00	322.00
coordination for development of stakeholder outreach materials, stakeholder meeting prep				
Klug, Katherine	4/17/2023	2.50	184.00	460.00
coordination for development of stakeholder outreach materials, stakeholder meeting prep				
Klug, Katherine	4/19/2023	.25	184.00	46.00
stakeholder meeting prep				
Klug, Katherine	4/20/2023	4.50	184.00	828.00
preparing for and participating in stakeholder meeting; coordinating preparation and printing of stakeholder outreach materials				
Klug, Katherine	4/21/2023	2.50	184.00	460.00
preparing for and participating in stakeholder meeting				
Klug, Katherine	4/26/2023	.25	184.00	46.00
annual report closeout coordination and strategizing for next year				
Associate Project Assistant				
Clark, Cynthia	4/5/2023	.25	106.00	26.50
Project Support, Accounting				
Clark, Cynthia	4/6/2023	.50	106.00	53.00
Project Support, Accounting				
Staff Project Assistant				
Schroeder, Cathy	4/13/2023	1.50	92.00	138.00
prepare Colusa Subbasin 2022 Annual Report Flyer				
Schroeder, Cathy	4/14/2023	2.00	92.00	184.00
Set up Zoom meetings and update flyer				
Schroeder, Cathy	4/17/2023	2.00	92.00	184.00
Edit Colusa_Subbasin_GSP_Educational_Flyer_Spring_2023				
Schroeder, Cathy	4/18/2023	1.00	92.00	92.00
Edits to Flyer				
Totals		35.75		6,322.75
Total Labor				6,322.75
			Total this Sub-Task	\$6,322.75

Sub-Task	LS.CE	Luhdorff & Scalmanini Consulting Enginee		
Consultants				
Luhdorff & Scalmanini Consulting Enginee				
AP 9695	4/30/2023	Luhdorff & Scalmanini Consulting Engineers / Professional Services through April 30, 2023 - see attached		2,028.75
Total Consultants		1.0 times	2,028.75	2,028.75
			Total this Sub-Task	\$2,028.75
			Total this Task	\$8,351.50
			Total this Project	\$8,351.50
			Total this Report	\$8,351.50



Invoice

May 17, 2023

DAVIDS ENGINEERING, INC.
Attn: Grant Davids
1772 Picasso Avenue, Suite A
Davis, CA 95618

Invoice No: 39791

Project: 221157 COLUSA SUBBASIN ANNUAL
REPORT

Davids Eng: 1173.03

Professional services rendered through April 30, 2023

Task: 01 Data Collection, Compilation, and Analysis

Professional Personnel

	Hours	Rate	Amount	
Project Hydrologist	2.75	165.00	\$453.75	
Total Professional Labor	2.75		\$453.75	\$453.75
				Total This Task
				\$453.75

Task: 04 Meetings and Outreach

Professional Personnel

	Hours	Rate	Amount	
Principal Hydrogeologist	4.00	225.00	\$900.00	
Total Professional Labor	4.00		\$900.00	\$900.00
				Total This Task
				\$900.00

Task: 05 Project Management

Professional Personnel

	Hours	Rate	Amount	
Principal Hydrogeologist	3.00	225.00	\$675.00	
Total Professional Labor	3.00		\$675.00	\$675.00

Total This Task \$675.00

Total This Invoice \$2,028.75

Outstanding Invoices

Number	Date	Balance
39577	3/16/2023	\$8,543.75
39621	4/05/2023	\$7,571.75
Total		\$16,115.50

Total Now Due \$18,144.25

Billing Summary

	<u>Contract</u>	<u>Previously Billed</u>	<u>Current Billing</u>	<u>Billed To Date</u>	<u>Remaining</u>
Labor & Expenses	\$33,800.00	\$16,565.50	\$2,028.75	\$18,594.25	\$15,205.75

Billing Backup

Wednesday, May 17, 2023

Luhdorff & Scalmanini, Cons. Eng.

Invoice Dated May 17, 2023

10:22:39 AM

221157 COLUSA SUBBASIN ANNUAL REPORT

Invoice No: 39791

Task: 01 - Data Collection, Compilation, and Analysis

Professional Personnel

			Hours	Rate	Amount	
Project Hydrologist						
187PD Dhaliwal, Pavandeep	3/27/2023		1.50	165.00	\$247.50	
AR edits						
187PD Dhaliwal, Pavandeep	3/28/2023		1.00	165.00	\$165.00	
AR edits						
187PD Dhaliwal, Pavandeep	3/29/2023		.25	165.00	\$41.25	
check in meeting						
	Totals		2.75		\$453.75	
	Total Labor				\$453.75	\$453.75
	Total this task					\$453.75

Task: 04 - Meetings and Outreach

Professional Personnel

			Hours	Rate	Amount	
Principal Hydrogeologist						
214ET Teasdale, Eddy	4/20/2023		3.00	225.00	\$675.00	
AR Presentatation						
214ET Teasdale, Eddy	4/21/2023		1.00	225.00	\$225.00	
AR - Webinar						
	Totals		4.00		\$900.00	
	Total Labor				\$900.00	\$900.00
	Total this task					\$900.00

Task: 05 - Project Management

Professional Personnel

			Hours	Rate	Amount	
Principal Hydrogeologist						
214ET Teasdale, Eddy	3/27/2023		1.00	225.00	\$225.00	
AR Review						
214ET Teasdale, Eddy	3/28/2023		2.00	225.00	\$450.00	
CGA Meeting						
	Totals		3.00		\$675.00	
	Total Labor				\$675.00	\$675.00
	Total this task					\$675.00

Total This Invoice \$2,028.75





Invoice

June 14, 2023

COLUSA GROUNDWATER AUTHORITY
Attn: Carol Thomas-Keefer
1213 Market Street
Colusa, CA 95932

Invoice No: 39892

Project: 221120 CGA - GSP FUNDING SUPPORT
cthomaskeefer@rgs.ca.gov

Professional services rendered through May 28, 2023

Task: 03 Options and Evaluation Technical Memorandum

Professional Personnel

	Hours	Rate	Amount	
Supervising Water Resources Planner	4.50	215.00	\$967.50	
Total Professional Labor	4.50		\$967.50	\$967.50

Outside Services

Davids Engineering, Inc.			\$259.25	
Total Consultants			\$259.25	\$259.25

Total This Task \$1,226.75

Total This Invoice \$1,226.75

Billing Summary

	<u>Contract</u>	<u>Previously Billed</u>	<u>Current Billing</u>	<u>Billed To Date</u>	<u>Remaining</u>
Labor & Expenses	\$95,786.00	\$27,781.00	\$1,226.75	\$29,007.75	\$66,778.25

Billing Backup

Wednesday, June 14, 2023

Luhdorff & Scalmanini, Cons. Eng.

Invoice Dated June 14, 2023

3:42:27 PM

221120 CGA - GSP FUNDING SUPPORT

Invoice No: 39892

Task: 03 - Options and Evaluation Technical Memorandum

Professional Personnel

			Hours	Rate	Amount	
Supervising Water Resources Planner						
236JD DeBra, Jacques	5/1/2023		1.00	215.00	\$215.00	
<i>Fee Options</i>						
236JD DeBra, Jacques	5/4/2023		1.50	215.00	\$322.50	
<i>Proj Mtg.</i>						
236JD DeBra, Jacques	5/5/2023		1.00	215.00	\$215.00	
<i>Mtg Notes</i>						
236JD DeBra, Jacques	5/8/2023		1.00	215.00	\$215.00	
<i>Fee Options Mtg</i>						
	Totals		4.50		\$967.50	
	Total Labor				\$967.50	\$967.50

Consultants

				Amount	
Davids Engineering, Inc.					
708		5/28/2023		\$259.25	
	Total Subcontractors			\$259.25	\$259.25
	Total this task				\$1,226.75
			Total This Invoice		\$1,226.75

Invoice

DAVIDS ENGINEERING, INC.
Tax ID#68-0346173
1772 Picasso Avenue, Suite A
Davis, CA 95618-0550
530/757-6107 - phone
530/757-6118 - fax

June 13, 2023
 Invoice No: 1139.12 - 5719

Eddy Teasdale
 Luhdorff & Scalmanini Consulting Engineers
 500 First Street
 Woodland, CA 95695

Project 1139.12 LSCE - On-Call Support

Professional Services from May 01, 2023 to May 31, 2023

Task 01.00 2023 On-Call Support
 Sub-Task 01.00 Colusa Groundwater Authority Funding Sup
 LSCE Project #22-120

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I				
Winslow, Jacob	.75	117.00	87.75	
Associate Engineer I				
Klug, Katherine	.50	184.00	92.00	
Associate Project Assistant				
Clark, Cynthia	.75	106.00	79.50	
Totals	2.00		259.25	
Total Labor				259.25

Contract Amount	Current	Prior	To-Date	
Total Billings	259.25	4,241.00	4,500.25	
Contract Amount			5,000.00	
Remaining			499.75	
				Total this Sub-Task
				\$259.25

Sub-Task 02.00 Glenn Groundwater Authority Funding Sup
 LSCE Project #22-096

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I				
Winslow, Jacob	.75	117.00	87.75	
Associate Engineer I				
Klug, Katherine	.50	184.00	92.00	
Totals	1.25		179.75	
Total Labor				179.75

Contract Amount	Current	Prior	To-Date	
Total Billings	179.75	4,096.00	4,275.75	
Contract Amount			5,000.00	

Project	1139.12	LSCE - On-Call Support	Invoice	5719
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Remaining 724.25

Total this Sub-Task \$179.75

Sub-Task 03.00 Corning Subbasin GSA Funding Support
 LSCE Project #22-097

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I Winslow, Jacob	.75	117.00	87.75	
Supervising Engineer Davids, Jeff	.25	224.00	56.00	
Totals	1.00		143.75	
Total Labor				143.75

Contract Amount	Current	Prior	To-Date	
Total Billings	143.75	2,335.00	2,478.75	
Contract Amount			2,500.00	
Remaining			21.25	
				Total this Sub-Task \$143.75

Sub-Task 04.00 Wyandotte Creek Subbasin Funding Support
 LSCE Project #22-033

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I Winslow, Jacob	6.75	117.00	789.75	
Supervising Engineer Davids, Jeff	3.25	224.00	728.00	
Associate Engineer I Klug, Katherine	.25	184.00	46.00	
Totals	10.25		1,563.75	
Total Labor				1,563.75

Contract Amount	Current	Prior	To-Date	
Total Billings	1,563.75	0.00	1,563.75	
Contract Amount			5,000.00	
Remaining			3,436.25	
				Total this Sub-Task \$1,563.75
				Total this Task \$2,146.50

Billings to Date

	Current	Prior	Total
Labor	2,146.50	10,672.00	12,818.50
Totals	2,146.50	10,672.00	12,818.50

Total this Invoice \$2,146.50

Project 1139.12 LSCE - On-Call Support Invoice 5719

Outstanding Invoices		
Number	Date	Balance
5666	5/5/2023	10,672.00
Total		10,672.00

Total Now Due \$12,818.50

Billings to Date

	Current	Prior	Total
Labor	2,146.50	10,672.00	12,818.50
Totals	2,146.50	10,672.00	12,818.50

I certify that the above invoice is true and correct to the best of my knowledge.

Authorized By:  Date: 06/13/2023

Billing Backup

Tuesday, June 13, 2023

Davids Engineering, Inc.

Invoice 5719 Dated 6/13/2023

1:10:12 PM

Project	1139.12	LSCE - On-Call Support		
Task	01.00	2023 On-Call Support		
Sub-Task	01.00	Colusa Groundwater Authority Funding Sup		

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I				
Winslow, Jacob	5/1/2023	.75	117.00	87.75
Making a column definition file and sending LSCE the shapefile that was used.				
Associate Engineer I				
Klug, Katherine	5/2/2023	.50	184.00	92.00
responding to questions about CGA funding work				
Associate Project Assistant				
Clark, Cynthia	5/3/2023	.50	106.00	53.00
Project Support, Accounting				
Clark, Cynthia	5/8/2023	.25	106.00	26.50
Project Support, Accounting				
Totals	2.00			259.25
Total Labor				259.25
Total this Sub-Task				\$259.25

Sub-Task	02.00	Glenn Groundwater Authority Funding Supp		
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Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I				
Winslow, Jacob	5/1/2023	.75	117.00	87.75
Making a column definition file and sending LSCE the shapefile that was used.				
Associate Engineer I				
Klug, Katherine	5/1/2023	.50	184.00	92.00
preparing and sharing parcel shapefile information for LSCE				
Totals	1.25			179.75
Total Labor				179.75
Total this Sub-Task				\$179.75

Sub-Task	03.00	Corning Subbasin GSA Funding Support		
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Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer I				
Winslow, Jacob	5/1/2023	.50	117.00	58.50
Making a column definition file and sending LSCE the shapefile that was used.				

Project	1139.12	LSCE - On-Call Support	Invoice	5719		
Winslow, Jacob		5/2/2023	.25	117.00	29.25	
		Responding to email.				
		Supervising Engineer				
Davids, Jeff		5/2/2023	.25	224.00	56.00	
		Coordination call with E. Teasdale for funding mechanism support.				
		Totals	1.00		143.75	
		Total Labor				143.75
						Total this Sub-Task
						\$143.75

Sub-Task	04.00	Wyandotte Creek Subbasin Funding Support				
Professional Personnel						
			Hours	Rate		Amount
		Assistant Engineer I				
Winslow, Jacob		5/5/2023	.50	117.00	58.50	
		Coordination on project work.				
Winslow, Jacob		5/8/2023	5.50	117.00	643.50	
		Development of Wyandotte Creek GSA long term funding study.				
Winslow, Jacob		5/9/2023	.25	117.00	29.25	
		project folder organization.				
Winslow, Jacob		5/10/2023	.50	117.00	58.50	
		Checking hydrographs and running the script.				
		Supervising Engineer				
Davids, Jeff		5/4/2023	1.50	224.00	336.00	
		Call with Butte County and LSCE regarding rate study alternatives.				
		Working with J. Winslow on performing mapping analysis.				
Davids, Jeff		5/5/2023	.50	224.00	112.00	
		Working with J. Winslow on performing mapping analysis and communication with LSCE.				
Davids, Jeff		5/8/2023	1.25	224.00	280.00	
		Coordination with J. Winslow for analysis, communications with J. DeBra, and review of draft map and table.				
		Associate Engineer I				
Klug, Katherine		5/8/2023	.25	184.00	46.00	
		reviewing Wyandotte Creek parcels maps				
		Totals	10.25		1,563.75	
		Total Labor				1,563.75
						Total this Sub-Task
						\$1,563.75
						Total this Task
						\$2,146.50
						Total this Project
						\$2,146.50
						Total this Report
						\$2,146.50

Colusa Ground Water Authority
 1213 Market Street
 Colusa, CA 95932

June 8, 2023
 Invoice: 10941

For Professional Services Rendered:

- 05/17/23 AV Bookkeeping - Check Financial Statements

- BMG Bookkeeping - enter bills into QB's, pay and generate check payments. Reconcile accounts 4884 and 9527 for the month of April. Generate client reports in PDF and Excel formats. Also, generate CGA Claims summary report.

- Bookkeeping - email copies of April reports to client.

- 05/18/23 BMG Bookkeeping - update claim summary form to include the correct Luhdroff invoice. void and reissue check in QB's. email updated form to client.

- 05/24/23 BMG Bookkeeping - look up last invoice received from Robert Johnson and payment made, and email information to client.

Invoice Total	\$264.50
Previous Balance	\$690.00
Current Payments	-\$690.00
Balance Due	\$264.50

Payment is due upon receipt. Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge, 18% APY. If you would like to make a payment by credit card you can do so on our website www.crippencacpa.com or call our office at 530-742-8201.

Thank you for your business!

Current	31 to 60	61 to 90	91 and Over	Total
264.50	0.00	0.00	0.00	264.50

Please detach and return this portion with payment.

Colusa Ground Water Authority

June 8, 2023

Credit Card Type _____ Check # _____

Invoice 10941

Card # _____ CVV2 _____

Amount Due \$ 264.50

Exp. Date _____ Zip/Postal Code _____

Amount Enclosed \$ _____

Signature _____

**ROBERT
W.
JOHNSON**
An Accountancy Corporation
Certified Public Accountant

Invoice

Invoice # 6664
1/24/23

6234 BIRDCAGE STREET • CITRUS HEIGHTS, CA 95610-5949 • (916) 723-2555

Colusa Groundwater Authority
1213 Market Street
Colusa, CA 95932

PAST DUE

For Professional Services Rendered

To prepare compiled 6/30/2022 State Controller's Financial Transaction Report: 500.00

Please make check payable to
Robert W Johnson,
An Accountancy Corp

SECOND NOTICE

Total Invoice	500.00
Payment/Credit	
TOTAL	<u>500.00</u>



INVOICE

Account No.: COLUGRO
 Policy Period: 07/01/2023 to 07/01/2024
 Annual Pay Plan

Prepared For: Colusa Groundwater Authority
 Attn: Accounts Payable
 1213 Market Street
 Colusa, CA 95932

Customer Service	
For information on your Account visit	www.gsrma.org
Mail Payments and all other inquiries to	GSRMA PO Box 706 Willows, CA 95988
Phone	530-934-5633
FAX	530-934-8133

Billing Cycle and Payment Information				
Statement Date	Payment Terms	Delinquent After	To Pay in Full	Amount Due This Invoice
07/01/2023	Due and Payable Upon Receipt.	07/16/2023	\$1,732.00	\$1,732.00

Billing Information			
07/01/2023	GL Dividend		-68.00
07/01/2023	General Liability Contribution		1,767.00
07/01/2023	Crime/Bond Contribution		18.00
07/01/2023	Cyber Liability Contribution		15.00
Balance			1,732.00

GSRMA accepts ACH payments - contact financedept@gsrma.org for details



 Please cut on dashed line to detach and return with payment.

Important Information

**Please make all checks payable to: Golden State Risk Management Authority
 To ensure proper credit, be sure to write your account number on your check.**

Prepared For: Colusa Groundwater Authority

Mail this payment coupon along with a check or money order payable to:

Golden State Risk Management Authority
 PO Box 706
 Willows, CA 95988



Payment Information	
Account Number:	COLUGRO
Invoice Number:	GS2307100565
Payment Due Date:	07/01/2023
Minimum Due:	\$1,732.00
To Pay in Full:	\$1,732.00
Amount Paid:	\$ _____

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 4: OPERATIONS FEE

ACTION ITEM

[AGENDA ITEM 4a: Consider approval of Resolution No. 2023-01 Requesting Collection of Charges on Colusa County Tax Roll in Fiscal Year 2023/24 and Authorize the Chair to Sign](#)

BACKGROUND:

On May 23, 2023, the CGA Board adopted the Fiscal Year 2023/24 budget and set the Operations Fee at \$1.00 per acre for FY 2023/24.

Colusa County requires a Resolution from agencies requesting fee collections on County Tax Rolls. All files associated with the fee collections, including the Resolution, are due to the County no later than August 10 each year.

ATTACHMENTS: Resolution No. 2023-01 (Exhibit 1 to be finalized prior to submittal to the County)

**COLUSA GROUNDWATER AUTHORITY
RESOLUTION NO. 2023-01**

RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the Colusa Groundwater Authority (the "Authority") requests the County of Colusa (the "County") to collect on the County tax rolls certain fees which the Authority has adopted pursuant to section 10730 of the California Water Code; and

WHEREAS, the County has required as a condition of the collection of said charges that the Authority warrant the legality of said fees and defend and indemnify the County from any challenge to the legality thereof;

NOW THEREFORE BE IT RESOLVED by the Authority's Board of Directors that:

1. The Auditor-Controller of the County is requested to attach for collection on the County tax rolls the fees listed on Exhibit 1, attached hereto and incorporated herein.
2. The Authority warrants and represents that fees imposed by the Authority and being requested to be collected by the County comply with all requirements of state law, including but not limited to Article XIID of the California Constitution (Proposition 218).
3. The Authority releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of the fees on behalf of Authority.
4. The Authority agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of Authority's fees requested to be collected by County for Authority, or in any manner arising out of Authority's establishment and imposition of said fees. Authority agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of Authority's fees, the County may offset the amount of the judgment from any other monies collected by County on behalf of Authority.
5. The Authority agrees that its officers, agents and employees will cooperate with the County in answering questions referred to Authority by County from any person concerning the Authority's fees, and that Authority will not refer such persons to County officers and employees for response.

6. The Authority agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the fees, as provided by Government Code sections 29304 and 51800.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the **COLUSA GROUNDWATER AUTHORITY** this 27th day of June, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Chair and Secretary of the COLUSA GROUNDWATER AUTHORITY; and
2. That the foregoing resolution, consisting of 3 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the Colusa Groundwater Authority, passed at the meeting of the Board of Directors held on June 27, 2023, held at Colusa Industrial Properties, 100 Sunrise Boulevard, Colusa, CA 95932.

IN WITNESS WHEREOF, we have signed this certificate this ____ day of _____, 2023, at Colusa, California.

Darrin Williams
Chair of the Board of Directors

Carol Thomas-Keefer
Secretary

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 4: OPERATIONS FEE

ACTION ITEM

[AGENDA ITEM 4b: Consider approval of Resolution No. 2023-02 Requesting Collection of Charges on Yolo County Tax Roll in Fiscal Year 2023/24 and Authorize the Chair to Sign](#)

BACKGROUND:

On May 23, 2023, the CGA Board adopted the Fiscal Year 2023/24 budget and set the Operations Fee at \$1.00 per acre for FY 2023/24.

Yolo County requires a Resolution from agencies requesting fee collections on County Tax Rolls. All files associated with the fee collections, including the Resolution, are due to the County no later than August 10 each year.

ATTACHMENTS: Resolution No. 2023-02 (Exhibit 1 to be finalized prior to submittal to the County)

**COLUSA GROUNDWATER AUTHORITY
RESOLUTION NO. 2023-02**

RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the Colusa Groundwater Authority (the "Authority") requests the County of Yolo (the "County") to collect on the County tax rolls certain fees which the Authority has adopted pursuant to section 10730 of the California Water Code; and

WHEREAS, the County has required as a condition of the collection of said charges that the Authority warrant the legality of said fees and defend and indemnify the County from any challenge to the legality thereof;

NOW THEREFORE BE IT RESOLVED by the Authority's Board of Directors that:

1. The Auditor-Controller of the County is requested to attach for collection on the County tax rolls the fees listed on Exhibit 1, attached hereto and incorporated herein.
2. The Authority warrants and represents that fees imposed by the Authority and being requested to be collected by the County comply with all requirements of state law, including but not limited to Article XIID of the California Constitution (Proposition 218).
3. The Authority releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of the fees on behalf of Authority.
4. The Authority agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of Authority's fees requested to be collected by County for Authority, or in any manner arising out of Authority's establishment and imposition of said fees. Authority agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of Authority's fees, the County may offset the amount of the judgment from any other monies collected by County on behalf of Authority.
5. The Authority agrees that its officers, agents and employees will cooperate with the County in answering questions referred to Authority by County from any person concerning the Authority's fees, and that Authority will not refer such persons to County officers and employees for response.

6. The Authority agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the fees, as provided by Government Code sections 29304 and 51800.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the **COLUSA GROUNDWATER AUTHORITY** this 27th day of June, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Chair and Secretary of the COLUSA GROUNDWATER AUTHORITY; and
2. That the foregoing resolution, consisting of 3 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the Colusa Groundwater Authority, passed at the meeting of the Board of Directors held on June 27, 2023, held at Colusa Industrial Properties, 100 Sunrise Boulevard, Colusa, CA 95932.

IN WITNESS WHEREOF, we have signed this certificate this ____ day of _____, 2023, at Colusa, California.

Darrin Williams
Chair of the Board of Directors

Carol Thomas-Keefer
Secretary

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 5: Approval of Request for Proposals for Biennial Audit FY 2021-22 and FY 2022-23

AGENDA ITEM 5a: Consider authorization to issue Request for Proposals for Biennial Audit for FY 2021-22 and FY 2022-23

ACTION ITEM

BACKGROUND:

In September 2022, CGA approved a contract renewal with the Robert W. Johnson Accountancy firm to perform the annual audit for FY 2021-22. Mr. Johnson's firm had performed CGA's audit for the past three years and had also prepared and submitted the State Controller's Report. Mr. Johnson had recently passed away, but other qualified staff at the firm were prepared to perform the work.

The Johnson submitted CGA's State Controller's Report in March 2023 per the audit agreement; however, CGA recently received notice from the firm that, due to a recent loss of qualified staff, it could not perform CGA's FY 2021-22 audit and was withdrawing from the contract. The Johnson firm has not billed CGA for any FY 2021-22 audit services, except for processing the State Controller's Report.

CGA's current fiscal year will close on June 30, 2023, so audit services for FY 2022-23 are also now needed. The CGA Joint Powers Agreement authorizes the preparation of either annual or biennial audits, so staff has prepared a Request for Proposals for audit services for both FY 2021-22 and FY 2022-23. The RFP allows CGA to contract for not only the FY 2021-22 and FY 2022-23 audits but also for FY 2023-24 through FY 2025-26 subject to staff recommendation, acceptable pricing and CGA board approval. Counsel has already reviewed the document and his comments have been incorporated.

RECOMMENDATION:

Staff recommends that the CGA Board approve and authorize staff to issue the Request for Proposals for Biennial Audit for FY 2021-22 and FY 2022-23.

ATTACHMENTS:

- Letter from Robert W. Johnson Accountancy Firm withdrawing from contract
- CGA Request for Proposals for Professional Audit Services



Robert W. Johnson
an accountancy corporation

6234 Birdcage Street, Citrus Heights, California 95610 | robertwjohncpagroup@gmail.com | 916.723.2555
www.bob-johnson-cpa.com

May 30, 2023

To the Board of Directors
Colusa Groundwater Authority
1213 Market Street
Colusa, CA 95932

Dear Board of Directors:

We regret to inform you that we must rescind our audit contract for the audit of fiscal year ended June 30, 2022. A Firm partner is moving out of state this summer so we are not performing audits of clients that are not up completely up to date.

We regret any inconvenience this rescission has caused you. Please consider contacting us at later date for your future audit needs.

Best regards,

Mary Cummins

Mary Cummins, CPA

Colusa Groundwater Authority
REQUEST FOR PROPOSALS
FOR PROFESSIONAL AUDITING SERVICES

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Colusa Groundwater Authority (CGA)

REQUEST FOR PROPOSALS
FOR PROFESSIONAL AUDITING SERVICES

I. INTRODUCTION

A. General Information

The Colusa Groundwater Authority (CGA), a Joint Powers Authority - aka “the Authority” - is requesting proposals from qualified firms of certified public accountants to audit and complete a biennial review of financial statements for the fiscal years ending June 30, 2022 and June 30, 2023 and subsequent years annually, June 30, 2024, with the option for the Authority’s Boards of Directors to extend the agreement for up to two additional fiscal years, through the year ending June 30, 2026. Regional Government Services (RGS) provides administrative support for CGA including management of its audit.

These audits are to be performed in accordance with generally accepted auditing standards and the standards set for financial audits contained in Governmental Auditing Standards (1994) issued by the Comptroller General of the United States, the provisions of the Federal Single Audit Act as amended in 1996, and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations.

There is no express or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

For a firm to be considered, the Authority must receive proposals in PDF format, via e-mail by Noon August 4, 2023 to Harrison Tregenza, Clerk of the Board at htregenza@rgs.ca.gov. Subject Line: Proposal for Professional Audit Services.

The Authority reserves the right to reject any and all proposals submitted.

Proposals will be initially reviewed by staff, and all responsive proposals will be forwarded to the Review Committee, which will include contract staff and JPA member staff.

During this process, the Review Committee and the Authority reserve the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Review Committee, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process—this will be via teleconference or web meeting.

The Authority reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the Authority and the firm selected.

It is anticipated the selection of a firm and approval by the Authority will be completed in August. Following notification of the selected firm, it is expected a contract shall be executed between both

parties immediately after Board approval.

B. Terms of Engagement

A three-year contract is contemplated, with the option to extend for two (2) subsequent years, subject to annual review and recommendation of the Program Manager (CGA), satisfactory negotiation of terms (including a price mutually acceptable to the Authority and the selected firm).

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The Authority desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

B. Auditing Standards to be Followed

To meet requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards and the standards set for financial audits contained in Governmental Auditing Standards (1994) issued by the Comptroller General of the United States, the provisions of the Federal Single Audit Act as amended in 1996, and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations. It should be noted, the Authority has not qualified for a Federal Single Audit and has not received federal funds for assistance to date.

C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements of the Authority in conformity with generally accepted accounting principles;
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk;
3. A report on compliance with applicable laws and regulations;
4. An "in-relation-to" report on the schedule of federal financial assistance, if applicable;
5. A report on the internal control structure used in administering federal financial assistance programs, if applicable;
6. A report on compliance with general and specific requirements related to major and non-major federal financial assistance programs, if applicable; and
7. Draft financial statements and Notes and Final Report to the Board.
8. State Controller's Transaction Report per State guidelines and required due dates.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The reports on compliance shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the following parties:

Board Chair
Program Manager

The auditor shall provide one electronic copy of the financial statements including supplementary information.

D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designee:

Member agencies of the Authority
Auditors of Grants or Assistance programs for which the Authority may meet the criteria
of a subrecipient
State of California, Office of the State Controller

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF GOVERNMENT

A. Contact Persons/Organizational Chart

The auditor's principal management contact with the Authority shall be Carol Thomas-Keefer, CGA Program Manager, cthomaskeefe@rgs.ca.gov or a designated representative, who will coordinate the assistance provided by the Authority to the auditor. The auditor's principal governing body contact with the Authority shall be the Board Chair.

Questions about this RFP shall be submitted, in writing, to Harrison Tregenza, Clerk of the Board, at htregenza@rgs.ca.gov on Monday, July 24 at 5pm. Questions will be answered as received with all responses completed by Wednesday July 26 at 5pm. A summary of questions and answers will be provided to each firm who submits a written request.

Organizational charts are attached (Appendix A)

B. Background Information

CGA is a Joint Powers Authority. Policies are set by the Board of Directors and implemented by the Program Manager. The JPA’s mission is to sustainably manage the Colusa groundwater basin consistent with the State of California’s Sustainable Groundwater Management Act. The JPA outsources all its staffing and services. Funding for the JPA initially came from the JPA member agencies, but it is now funded by a Prop. 218 approved operations fee plus a flat rate charge for small water purveyors and various CA Department of Water Resources grants.

C. Accounting and Fund Information

The Authority uses the following fund types and account groups in their financial reporting:

<u>Fund type/Account Group</u>	Enterprise (Proprietary Fund Type)
<u>Number of Funds</u>	1 per agency

D. Federal and State Financial Assistance

CGA is funded by a combination of fees and State grant programs. DWR grants have been coordinated with Glenn Groundwater Authority.

E. Retirement Plans

CGA outsources all its staffing and services.

F. Component Units

There are no component units in the JPA.

G. Finance Operations

The operations fees are collected through property taxes in Colusa and Yolo County. The flat fee is invoiced to 7 small water purveyors. Warrant processing services less than 10 accounts payable checks per month. Bookkeeping services are completed by Crippen & Associates and financials are managed by Regional Government Services (RGS). RGS is contracted as General Management and Finance administration. CGA banking and investments are independent of the County. The agency uses QuickBooks. The Authority is on a fiscal year basis.

H. Availability of Prior Audit Reports

Prior years’ audit reports are available by contacting Harrison Tregenza at htregenza@rgs.ca.gov or (650) 587-7300 ext. 44.

IV. TIME REQUIREMENTS AND SUBMITTAL DEADLINE

The following deadline to submit proposals may be subject to change. Any changes will be posted on the Authority’s website and will be submitted to interested parties.

The deadline to submit proposals is Noon Friday August 4 , 2023 .

Request for Proposal Release	Wednesday, June 28, 2023
Question Submittal Deadline	Monday, July 24, 2023 at 5pm
Response to Questions	As Received and Completed By Wednesday July 26, 2023 at 5 pm
Submittal Deadline	Noon Friday, August 4, 2023
Finalists Selected	On or Before Friday, August 25, 2023
Presentations/Interviews Completed	On or Before Friday, August 25, 2023
Consultant Selection/Contract Approved	On or Before Tuesday, August 30, 2023

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Staff Assistance

Authority Finance staff and responsible management personnel will be available during the audit to assist the auditor by providing information, documentation and explanations.

B. Work Area, Telephones, Photocopying and Fax

The Authority is predominantly a virtual organization. All documents will be provided electronically, and primary work will be performed remotely.

C. Report Preparation

The Authority Finance staff will also be responsible for the posting of any auditor adjusting entries or changes to the financial statements.

Upon completion of the audit examination and prior to issuing any audit reports or the management letter, the auditor may participate in an exit conference with the Program Manager and other staff designated to discuss observations and findings. During the course of the engagement, the auditor shall meet with and provide periodic status reports to the Program Manager or her designee on a regular basis. The auditor shall also be available to meet with the Program Manager and staff, as needed, to provide consultation on various accounting and auditing matters.

VI. PROPOSAL REQUIREMENTS

A. Submission of Proposal

1. The Technical Proposal, to include the following:
 - i. Title Page
Title page showing the request for proposal's subject, the firm's name, address and telephone number of the contact person and the date of the proposal.
 - ii. Table of Contents
 - iii. Transmittal Letter
A signed letter of transmittal briefly stating the proposer's understanding of the work to be done and a statement as to why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.
 - a. Additionally, specify a proposed timeline of completion for the biennial audit FY 2022 and FY 23 and timeline/schedule/proposed dates for FY 2024 annual audit.
 - iv. Detailed Proposal
The detailed proposal shall follow the order set forth below in **Section VI B** of this request.

All proposals must be clearly titled in the subject line, as follows: "*Proposal-Audit Services.*"

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the firm seeking to undertake an independent audit of the Authority in conformity with the requirements of the request. As such, the substance of the proposal will carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the request for proposal requirements.

There shall be no dollar units or total costs included in the Technical Proposal Document.

The Technical Proposal shall address all the points outlined in the request for proposals. The proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented,

the following subjects, items 2 through 9, must be included. They represent the criteria against which the proposal will be judged.

2. Independence

The firm shall provide an affirmative statement that it is independent of CGA as defined by generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing standards* (XX 2007 revision).

3. License to Practice in California

An affirmative statement shall be included stating the firm and all assigned key professional staff are properly licensed to practice as certified public accountants in California.

4. Firm Qualifications and Experience

The proposal shall state the size of the firm; the size of the firm's governmental audit staff; the location of the office from which this engagement is to be performed; the number and nature of the professional staff to be employed in this engagement on a full-time basis; and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal auditor shall be noted, if applicable.

The firm shall submit a copy of the report of its most recent external quality control review, with a statement as to whether that quality control review included a review of specific governmental audit engagements.

The firm shall also provide information on the results of any Federal or State of California desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years by state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is (registered/licensed) to practice in the field and provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality and continuity of staff assigned over the term of the

agreement will be assured.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Authority, which retains the right to approve or reject replacement.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially equal or better qualifications or experience.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements shall be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal shall set forth a work plan, including an explanation of the audit methodology they shall follow to perform the services required in **Section II** of this request for proposals. In developing the work plan, reference shall be made to such sources of information as the Authority's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers are expected to provide the following information on their audit approach:

- i. Level of staff and number of hours to be assigned to each proposed segment of the engagement;
- ii. Sample sizes and the extent to which statistical sampling is to be used in the engagement;
- iii. Approach to be taken to gain and document an understanding of the Authority internal control structure;
- iv. Approach to be taken in determining laws and regulations that will be subject to audit test work;
- v. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe anticipated potential audit problems, if any, the firm's approach to resolving these problems and any special assistance that will be requested from the Authority.

9. Technical Compliance

The proposal should provide insight into auditor's experience to assist in addressing future GASB pronouncements.

10. Report Format

The proposal shall include sample formats for required reports.

C. Insurance Requirements

The Authority will require the successful Consultant to acquire and maintain workers' compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance (errors & omissions) coverage relating to Consultant's services to be performed covering the Authority's risks in a form subject to the approval of the Authority. Include a current certificate of insurance in the proposal. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event are included in Attachment A: Professional Services Agreement 5.1 Minimum Scope of Limits of Insurance.

D. Professional Services Agreement

A sample of the Authority's Professional Services Agreement is provided in this RFP as Attachment A. Your proposal shall contain a statement of the firm's willingness to execute the contract or identify any proposed modifications.

E. Dollar Cost Bid

1. Total All-inclusive Maximum Price.

The Total All-Inclusive Maximum Price dollar cost bid shall contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses (Appendix B).

The Authority will not be responsible for the expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs shall not be included in the proposal.

The first page (Appendix B) of the dollar cost bid shall include the following information:

- i. Name of Firm;
 - ii. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Authority;
 - iii. A Total All-inclusive Maximum Price for each fiscal year of the engagement.
2. Rates by Partner, Specialist, Supervisory and Staff; Times the Hours Anticipated for Each.

The second page (Appendix C) of the dollar cost bid shall include a schedule of professional fees and expenses, presented in the format provided in the attachment, that supports the Total All-inclusive Maximum Price.

3. Rates for Additional Professional Services

If it should become necessary for the Authority to request the auditor to render any additional services, either to supplement the services requested in this request for proposals or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the contract between the Authority and the firm. Any such additional work agreed to between the Authority and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month. Final payment will be made after delivery of the firm's final reports.

VII. EVALUATION PROCEDURES

A. Staff Evaluation

Proposals will be reviewed and evaluated by a review committee comprised of the Program Manager and designated staff.

B. Review of Proposals

The Program Manager and designated staff will use a point formula during the review process to score proposals. Every member will score each technical proposal matching the criteria described in Section VII C below. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Proportionate fractional scores will be assigned to other proposers.

The Authority reserves the right to retain all proposals submitted and use any idea contained therein.

C. Evaluation Criteria

Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- i. The audit firm shall be independent and licensed to practice in California
- ii. The audit firm's professional personnel shall have received adequate continuing professional education within the preceding two years

- iii. The firm shall have no conflict of interest with regard to any other work performed by the firm for the Authority
 - iv. The firm shall submit a copy of its most recent external quality control review report and the firm has a record of quality audit work
 - v. The firm shall adhere to the instructions in this request for proposals on preparing and submitting the proposal
 - vi. The firm will have a current certificate insurance per requirements
2. Technical Qualifications:
- i. Expertise and Experience
 - a. The firm's past experience and performance on comparable government engagements
 - b. The quality of the firm's professional personnel to be assigned to the engagement
 - ii. Audit Approach
 - a. Adequacy of proposed staffing plan for various segments of the engagement
 - b. Adequacy of sampling techniques
 - c. Adequacy of analytical procedures
3. Price

THOUGH COST IS AN IMPORTANT FACTOR, IT IS NOT THE MOST IMPORTANT CONSIDERATION.

D. Possible Oral Presentations

During the review process, the Program Manager may, at her discretion, request any one or all firms to make an oral presentation-most likely by teleconferencing. Such a presentation will provide firms with an opportunity to answer any questions staff may have about a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The Program Manager and designated staff will select a firm based upon their evaluation of the proposals.

It is anticipated that a firm will be chosen in August. Following notification of the firm selected, it is expected a contract will be executed immediately upon Board approval.

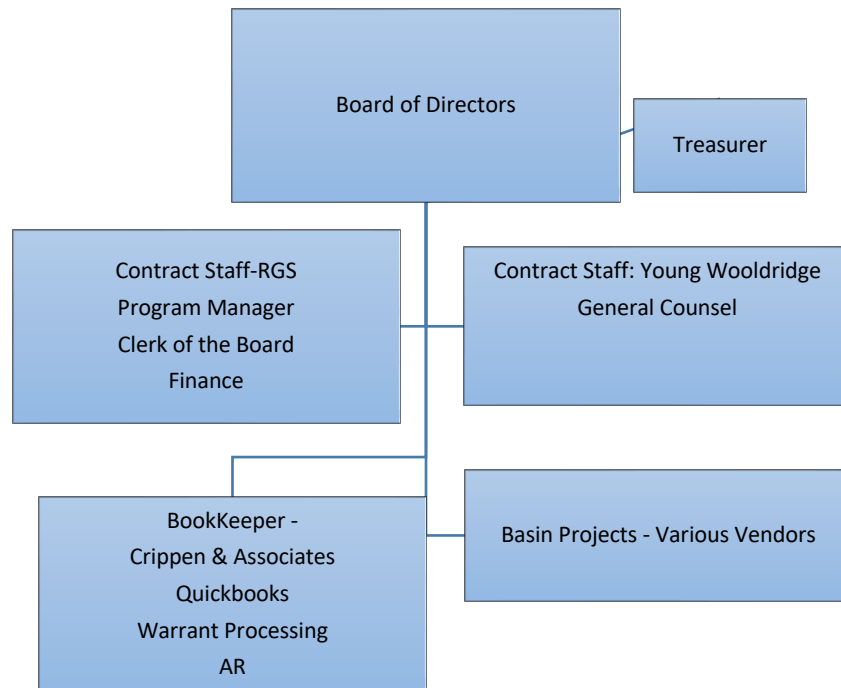
F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

The Authority reserves the right without prejudice to reject any or all proposals.

Appendix A

Colusa Groundwater Authority – Organizational Chart 2022



Appendix B

DOLLAR COST BID

Name of Firm: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Contact Telephone Number(s): _____

Contact E-mail Address: _____

I, the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with Colusa Groundwater Authority on behalf of the above named firm.

Signature Title Date

Name (print)

CGA

Total All-inclusive Maximum Price for FY 22 & FY23 Audit \$ _____

Total All-inclusive Maximum Price for 2024 Audit \$ _____

Total All-inclusive Maximum Price for 2025 Audit \$ _____

Appendix C

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE FY2022
& FY 2023 FINANCIAL STATEMENTS**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners				
Managers				
Supervisory staff				
Staff				
Other (specify):				
<i>Subtotal</i>				
Out-of-pocket expenses:				
Meals & Lodging				
Transportation				
Other (specify):				
Total for services described in Section II of the RFP				
TOTAL MAXIMUM ALL- INCLUSIVE PRICE FOR THE CGA FY 22 & FY 23 AUDIT				\$

Note: The rate quoted should **not** be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COLUSA GROUNDWATER AUTHORITY

and

CONTRACTOR

THIS AGREEMENT is made and entered into this XX day of XX, 2023 (“Effective Date”), and between Colusa Groundwater Authority (“CGA”), and CONTRACTOR, a joint powers authority (“Consultant”).

RECITALS :

A. WHEREAS, CGA proposes to utilize the services of Consultant as an independent contractor to provide comprehensive administration services to CGA (“Project”), as more fully described herein; and

B. WHEREAS, Consultant represents that it holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, no official or employee of CGA has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Consultant shall provide the services described in the attached **Exhibit A**. The services may be amended, at CGA’s discretion, by way of a written directive from CGA.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise CGA of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of CGA. Consultant agrees to perform all the work to the complete satisfaction of the CGA and within the hereinafter specified. If the quality of work is not satisfactory, CGA in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair

employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless CGA from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against CGA for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Services, and shall indemnify, defend and hold harmless CGA, its officers, employees or agents, against any such fees, assessment, taxes, penalties or interest levied, assessed or imposed against CGA hereunder.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Consultant acknowledges that CGA may enter into agreements with other Consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8 Representatives and Personnel of Consultant. CONTRACTOR will designate individual CONTRACTOR employees as "principals" of Consultant ("Principals"). The designated principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals.

In the event that Agency or CONTRACTOR, at any time during the term of this Agreement, desires the reassignment of principal personnel, Agency and CONTRACTOR shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.. Additionally, Consultant shall utilize only competent personnel to perform the Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify CGA of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services, prior to and during any such performance.

1.9. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of CGA. Consultant may engage a subConsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.10. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CGA. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by CGA. CGA shall grant such authorization if disclosure is required by law. All CGA data shall be returned to CGA upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement. If Consultant, or any officer, employee, agent or subcontractor of Consultant provides any information or work product in violation of this Agreement, then CGA shall have the right to reimbursement and

indemnity from Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit B** attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless CGA, prior to Consultant's performance of the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to CGA for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to CGA's sole satisfaction. CGA shall pay Consultant's invoice within thirty (30) days from the date CGA receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CGA for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall be completed in accordance with Section 4.1 of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on XX XX, 2023 and shall continue for XX year after the Effective Date, unless previously amended in accordance with Section 3.1 of this Agreement or unless terminated as provided herein.

4.2. Notice of Termination. CGA reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon the termination date specified in the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by CGA.

Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon

thirty (30) days' written notice to CGA.

4.3. Compensation. In the event of termination by CGA, CGA shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of CGA's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to CGA or in the possession of the Consultant.

In the event of termination, without cause, by Consultant, Consultant shall reimburse CGA for additional costs to be incurred by CGA in obtaining the work from another consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to CGA within ten (10) days of delivery of termination notice to Consultant, at no cost to CGA. Any use of uncompleted documents without specific written authorization from Consultant shall be at CGA's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CGA:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CGA, its officers, agents, employees, and volunteers arising from work performed by Consultant for the CGA and to require each of its subConsultants, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "Colusa Groundwater Authority and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with CGA; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to CGA."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects Colusa Groundwater Authority, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by Colusa Groundwater Authority shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Colusa Groundwater Authority, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CGA. No policy of insurance issued as to which CGA is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to CGA certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CGA, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as **Exhibit D** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. Chairman of the Board shall designate a representative from the CGA Board for purposes of this Agreement who may issue all consents, approvals,

directives and agreements on behalf of CGA, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant hereby designates CONSULTANT REPRESENTATIVE, or his designee, to act as its representative for purposes of this Agreement. Consultant's representative shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CONSULTANT
ADDRESS

Tel:
Email:

IF TO CGA:

Colusa Groundwater Authority
P.O. Box 475
Colusa, CA 95932
Tel: (650) 587-7300 x17

Attn: Darrin Williams

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Kern County, California.

6.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without CGA's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of CGA's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant shall defend, indemnify, and hold harmless CGA, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by CGA's sole negligence or willful misconduct.

Should conflict of interest principles preclude a single legal counsel from representing both CGA and Consultant, or should CGA otherwise find Consultant's legal counsel unacceptable, then Consultant

shall reimburse CGA its costs of defense, including without limitation reasonable legal counsel's fees, expert fees, and all other costs and fees of litigation. Consultant shall promptly pay any final judgement rendered against CGA (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgement, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CGA under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless CGA for liability attributable to the active negligence of CGA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CGA is shown to have been actively negligent and where CGA's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of CGA.

CGA and Consultant mutually waive any and all consequential, special, indirect and punitive damages against each other whether in contract, tort or any other legal theory.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of CGA. Consultant shall have no power to incur any debt, obligation, or liability on behalf of CGA or otherwise act on behalf of CGA as an agent. Neither CGA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of CGA. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold CGA harmless from any and all taxes, assessments, penalties, and interest asserted against CGA by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold CGA harmless from any failure of Consultant to comply with the applicable worker's compensation laws. CGA shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to CGA from Consultant as a result of Consultant's failure to promptly pay to CGA any reimbursement or indemnification arising under this paragraph.

6.9. Cooperation. In the event any claim or action is brought against CGA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which CGA might require.

6.10. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subConsultants in the course of performance of this Agreement, shall be and remain the sole property of CGA. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of CGA. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of CGA and without liability or legal exposure to Consultant. CGA shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from CGA's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to CGA any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs,

files audio tapes or any other Project related items as requested by CGA or its authorized representative, at no additional cost to the CGA.

The CGA's ownership of the "documents and materials" described above shall not apply to Consultant's "proprietary information," which means for purposes of this Agreement, all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and, (v) materials and techniques used. Except as otherwise required by law, CGA shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CGA in connection with this Agreement. The obligations imposed by this paragraph shall survive any expiration or termination of this Agreement or otherwise. The terms of this paragraph shall not apply to any information that is public information. This paragraph also shall not alter or limit the confidentiality and nondisclosure requirements set forth in this Agreement.

6.11. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subConsultants, pursuant to this Agreement and provided to CGA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs CGA of such trade secret. CGA will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. CGA shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.12. Conflict of Interest. Consultant and its officers, employees, associates and subConsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subConsultants shall not, without the prior written approval of the CGA Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subConsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the CGA's representative, regarding any services rendered under this Agreement at no additional cost to CGA. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to CGA, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of CGA and to participate in any meeting required with regard to the correction.

6.14 Non-Liability of CGA Officers and Employees. No officer or employee of the CGA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the CGA or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.15. Prohibited Employment. Consultant will not employ any regular employee of CGA while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CGA and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Time of Essence. Time is of the essence in the performance of this Agreement.

6.27. Arbitration and Waiver of Jury Trial. The Parties further agree as follows: In the event any dispute shall arise between the Parties to this Agreement, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Los Angeles County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of arbitrators within fifteen (15) days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COLUSA
GROUNDWATER AUTHORITY

_____ Date: _____
Chairman of the Board

CONSULTANT

_____ Date: _____

APPROVED AS TO FORM:

_____ Date: _____
CONSULTANT COUNSEL

APPROVED AS TO FORM:

_____ Date: _____
CGA Board Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 6: Renewal of Contract with Regional Government Services for Comprehensive Administrative Services for FY 2023-24

ACTION ITEM

6a. * Consider approval of amendment to contract with Regional Government Services to provide comprehensive administrative services for FY 2023-24 at a cost not to exceed \$175,000

BACKGROUND:

In May 2022, the CGA Board entered into an agreement with Regional Government Services (RGS) for comprehensive administrative services for FY 2022-23. Through the agreement, RGS provides CGA with the services of a Program Manager, Clerk of the Board, and a Finance Manager as well as other staff services as appropriate. The agreement expires as of June 30, 2023, but can be continued on a month to month basis. RGS has provided a proposed amendment to extend the contract through June 30, 2024. The amendment provides a revised rate schedule and restates (but does not alter) the existing scope of work; additionally, the amendment does NOT affect the cost of service to be provided. The proposed cost remains the same as for FY 2022-23, at an amount not to exceed \$175,000.

RECOMMENDATION:

Staff recommends that the board consider approving the amendment to its agreement with Regional Government Services for comprehensive administrative services for FY 2023-24 for an amount not to exceed \$175,000 and authorize the Chair to sign.

ATTACHMENT:

- Regional Government Services Amendment No. 1 to Management and Administration Agreement



**AMENDMENT NO. 1 TO MANAGEMENT AND
ADMINISTRATIVE SERVICES AGREEMENT**

This document constitutes Amendment No. 1 entered into as of the First day of July, 2023 to the Management and Administrative Services Agreement entered into as of the 25th day of May, 2022, by and between the **COLUSA GROUNDWATER AUTHORITY** (“Agency”), and Regional Government Services Authority, hereinafter called “RGS.”

RECITALS

This Amendment is entered into with reference to the following facts and circumstances:

- A. Agency desires to extend the term of service to June 30, 2024, after which time services may continue on a month-to-month basis until one party terminates the Agreement or the Parties shall amend this Agreement.
- B. The RGS staff rate table in Exhibit A of the Agreement is replaced with the Rate Table shown in Attachment 1 to this Amendment. Rates for key personnel assigned as of July 1 will be adjusted as described in Exhibit A, Section 1.
- C. Exhibit B, Scope of Services will be replaced in its entirety with Exhibit B-1, Scope of Services shown in Attachment 2 to this Amendment.
- D. RGS is desirous of these changes as well.
- E. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

DATED: _____

DATED: _____

COLUSA GROUNDWATER AGENCY

REGIONAL GOVERNMENT SERVICES
AUTHORITY

President, Board of Directors

Sophia Selivanoff, RGS Executive Director

APPROVED AS TO FORM

CGA General Counsel



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

Attachment 1

Amendment #1 (2023-07-01)

COLUSA GROUNDWATER AUTHORITY

Exhibit A - RGS Staff Rate Table Updated

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115



REGIONAL
GOVERNMENT
SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

Attachment 2

Amendment #1 (2023-07-01)

COLUSA GROUNDWATER AUTHORITY

Exhibit B-1

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) will provide comprehensive Administrative Services to support the Colusa Groundwater Authority (CGA) in their mission to implement the Colusa Subbasin Groundwater Sustainability Plan. An RGS employee will serve as the CGA’s Program Manager/Administrator and provide these services through the implementation of organizational infrastructure and management practices (meeting management and staffing, comprehensive and compliant record keeping, financial management, etc.) that support the CGA in compliance with California Senate Bills 1168 and 1319, and California Assembly Bill 1739 (collectively, the “Sustainable Groundwater Management Act” or “SGMA”), and the regulations promulgated thereunder.

RGS will focus on administering the day-to day operations of the CGA including:

- Through assigned RGS staff, serve as the CGA’s Program Manager/Administrator, supporting effective governance policy and priority setting by scheduling, developing and posting agendas for Board and committee meetings, arranging relevant presentations at meetings; coordination of committee and Board activity; creation of meeting minutes; coordinating all staff activities related to facilitating the policy decisions and priorities of the CGA’s Board of Directors.
- Coordinate CGA administrative and outreach activities with other contracted service providers, CGA member agencies, and partnering organizations including the Glenn Groundwater Authority.
- Ensure timely, responsive, and compliant meeting noticing and production of Board actions and minutes.
- Ensure CGA records are maintained and comply with Public Records Act requests.
- Prepare and implement CGA budgets including short-and long-term financial strategies.
- Coordinate with the CGA’s accounting firm to ensure complete and correct financial transactions and accounting documentation.
- Coordinate and facilitate annual audit of the CGA’s financials.
- Identify and pursue grant funding opportunities, providing comprehensive administrative services from grant application through management, reimbursement funding protocols and required grant reporting.



REGIONAL GOVERNMENT SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

- If needed, prepare a Capital Improvement Program and funding strategies for projects.
- Develop, negotiate, and monitor CGA contracts for technical and other services as needed.
- In coordination with CGA technical consultants and partners, implement and manage projects to further CGA's GSP.
- Serve as a key spokesperson for the CGA and represent the CGA at public and professional functions.
- Ensure effective implementation of CGA's Communication and Engagement Plan, including coordination of public information, workshops and education programs; providing appropriate website and social media messaging, and coordinating media relations.
- Provide legislative analysis to the Board; conduct legislative advocacy activities as needed; and represent the GA in industry forums, policy development workshops, etc.
- Support all GA efforts to implement a Ground Water Sustainability Plan, aimed at successfully achieving long-term ground water sustainability.
- Ensure compliance with all state, local, and federal laws.

RGS will implement and manage an organizational structure that is successful in managing the day-to-day operations and administrative functions of the CGA; work closely with the CGA's Board; assign experienced and skilled staff to perform all necessary functions; obtain or provide human resources, contract legal, technical, and other support services as needed for the CGA. As part of RGS' mission, vision, and values, RGS will ensure cooperative working relationships with all involved.

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 7: Colusa Subbasin Groundwater Sustainability Plan (GSP) Implementation

Grant Administration:

There is no change in status since the previous report. CGA managed the Proposition 1 and Proposition 68 GSP Development Grants totaling nearly \$2 million. The accounting below summarizes the total grant funds available, amounts billed, and retention requested. These grants were closed out earlier this year, and all outstanding invoices have been paid, with the exception of the retention payments.

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

Expended: \$996,774.98 (through Dec 15, 2022- Invoice 17)

Remaining: \$0 (billing is complete)

Retention requested: \$99,677.50

Proposition 68 Grant Funds: \$999,600.00

Expended: \$973,949.90 (through December 15, 2022- Invoice 17)

Remaining: \$0 (billing is complete)

Retention requested: \$97,394.99

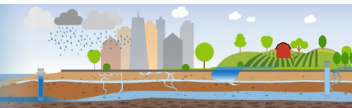
GSP Implementation:

In December 2022, GGA submitted the SGMA Round 2 grant application on behalf of the Colusa Subbasin. The application included a number of projects and management actions in addition to SGMA compliance activities. As reported at the last CGA meeting, on May 19, 2023, DWR announced its draft recommendations for the SGMA Round 2 grant awards, and the Colusa Subbasin was not included in these recommendations for a grant. Staff obtained DWR's scoring summary for the Colusa Subbasin application, which showed that the Colusa application received a total of 22 points out of a possible 28 points. Additionally, CGA staff consulted with Glenn Groundwater Authority staff as well as the CGA chair and vice chair to prepare comments to DWR during its 15-day comment period for grant recommendations. The comment letter was submitted to DWR on June 9 and acknowledged on June 14. A full list of DWR's recommended grant awards can be found here:

[SGMA Implementation Round 2 Draft Awards - May 2023.pdf](#)

ATTACHMENTS:

- DWR Scoring Summary for Colusa Subbasin SGMA Round 2 Grant Application
- CGA Comment Letter to DWR



Sustainable Groundwater Management Act (SGMA) Implementation Round 2 Grant Application Review Summary

Application #: 2022SIR20065

Applicant Name: Glenn County Groundwater Authority

Application Title: Colusa Subbasin GSP Compliance and Implementation

of Components: 9

COD Basin: No

Final Application Score: 22

Question 1: Possible Points: 4 Management Score: 3

Was a description of the proposed Project or Component provided? Did it explain the communities served, measurable objectives, minimum thresholds, plan implementation timeline, and feasibility? If an area above is not applicable, list area and state why it is not applicable. (Example “Measurable objective not applicable because project is planning only”.) Does the application demonstrate the goals, objectives, and needs of the proposed Project or Component and how the proposed Project or Component meet those?

Management Comments:

- Some components have excellent descriptions providing communities served, feasibility, and other information. Some components have little to no description. Other components have a description on the goals of the project but no discussion on the work that will be done to achieve the goals. Specifically, Component 3 states that they will “operate” existing canal gates to discharge surface water to ephemeral streams to be used for recharge. This would require installation of flow measurement device at the gates and a monitoring network. This is a large project and little more is discussed than constructing monitoring network sites. Additionally, there exist overall issues like in Component 5. Timeline, feasibility, goals, and objectives are not clearly defined. Little to no discussion on the actual work to be done for outreach. Components 2, 4, 6, and 7 suffer from overall lack of detail and lack of information regarding engagement and outreach. Components 8 and 9 have very little description on the actual work to be completed. (Removed 1 point from overall score)

Question 2: Possible Points: 4 Management Score: 2.5

Does the Project or Component provide a description of the expected quantifiable benefits? Was an explanation of how those benefits will be evaluated and quantified provided? Did the justifications and outcomes of the benefits make sense? Are the benefits and quantitative measure of the benefit logical and reasonable given the information provided in the Work Plan? Do the claimed benefits use industry standard units of measurements?

If the Project or Component is for planning activities or outreach only for a construction project, provide information on when the project will be constructed and how the funds will be obtained to complete the construction activities. For nontangible benefits, does the time of claimed benefit match the intended outcome of the proposed project?

OR

Does the Project Description describe a well-coordinated proposal? If the planning activities are addressing DWR comments on their GSP, will the proposed activities fully address the DWR comments? Do the proposed activities help



Sustainable Groundwater Management Act (SGMA) Implementation Round 2 Grant Application Review Summary

to fill data gaps or other areas in the GSP that was known to be lacking? Will the activities assist in the feasibility of implementation of the GSP or Alternative?

Management Comments:

- Components 2 and 5 are planning projects. Components have little to no discussion on how they will benefit the GSP and there is no justification to support the claim. Components 3, 4, and 6-9 are implementation projects. No component scored over 2 points for this question. Each component is stated to provide measurable recharge benefits with no additional benefits. Component 7 did not provide any benefits and was scored 0. Overall missing significant information. (Removed 1.5 points from overall score)

Question 3: Possible Points: 2 Management Score: 1.5

Was there a regional and Project map(s) depicting the site location, current conditions, and benefitting areas?

Management Comments:

- Maps of the basin are provided however for many components site locations and current conditions are lacking. Other components included site locations and current conditions. (Removed .5 points from overall score)

Question 4: Possible Points: 4 Management Score: 3

Does the project benefit an Underrepresented Community (-ies)? Was there a map(s) depicting the Underrepresented Community (-ies) that the project will benefit? Does the project benefit a Tribe or an SDAC? Was there a map(s) depicting the Tribe or SDAC(s) that the project will benefit? Please provide the amount of funding that will benefit the Tribe, Underrepresented Community, and/or SDAC.

Management Comments:

- Component 2, 4, 7: Components benefit SDACs. Components received full points.
- Component 3, 5, 6: No supporting maps. Unable to determine the location of the work for components within the basin. Unclear if locations are with areas of DACs/SDACs/URCs. A single statement states that DACs will benefit, no other justification is provided for verification. (Removed 2 points from each component)
- Component 8, 9: Components benefit DACs/URCs. (Removed 1 point from each component)

Question 5: Possible Points: 4 Management Score: 3

Will the Project or Component positively impact issues associated with small water systems or private shallow domestic wells (e.g., groundwater contamination vulnerability, drawdown, etc.)? Was justification such as domestic well census results, water system maps, service area maps, etc. provided? Does the Project or Component help address the needs of the State Water Board's SAFER Program?

Management Comments:

- Component 2, 3, 5: Little to no justification provided on how projects will support initiative and benefit small water systems/wells. (Removed 2 points)
- Component 4, 6, 9: Fully addressed. Components received full points.
- Component 7 and 8: Vaguely addressed question, with little to no additional justification. Some significant details missing (Removed 1 points)



Sustainable Groundwater Management Act (SGMA) Implementation Round 2 Grant Application Review Summary

Question 6: Possible Points: 4 Management Score: 2.75

How does the proposed Project or Component address the Human Right to Water (AB 685 Section 106.3)? How will the Project or Component support the established policy of the State that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes?

Management Comments:

- Component 2, 3, 5, 7, 9: Little to no specific language on how the component will be addressing the human right to water. Significant information missing. (Removed 2 points)
- Component 4, 6, 8: Components addressed question, received full points.

Question 7: Possible Points: 4 Management Score: 4

Did the proposal provide a description of the tasks/subtasks that will be completed as part of this grant Project? No funds will be awarded without clear justification for the proposed tasks/subtasks.

Management Comments:

- Component 2 through 9: SOW and deliverables were based upon the examples provided online. Components received full points.

Question 8: Possible Points: 1 Management Score: 1

Is the budget summary table provided? Is the budget reasonable for the Project? Is the budget table provided coincide with the scope of work and schedule table?

Management Comments:

- Budget tables for Components 7 & 9 do not match SoW but still given full points as the rest of the budget is sound. Project received full points.

Question 9: Possible Points: 1 Management Score: 1

Is the schedule table consistent with the budget table and the description in the application? Is the schedule feasible?

Management Comments:

- Some have construction starting in 2025, there may be some concern if these can finish on time. Most of everything else is finishing 4/30/26. Project received full points.

Colusa Groundwater Authority

Groundwater Sustainability Agency

1213 Market Street | Colusa, CA 95932 | 530.458.0891

June 9, 2023

California Department of Water Resources
Sustainable Groundwater Management Grant Program
Via email: SGWP@water.ca.gov

RE: Comments on SGM Round 2 Grant Awards

The Colusa Groundwater Authority (CGA) was extremely disappointed to learn of a zero-funding recommendation for the Colusa Subbasin Round 2 SGM Grant Program as submitted by the Glenn Groundwater Authority (GGA). A majority of the Sacramento Valley medium and high priority subbasins, with the notable exception of the Butte Subbasin (medium) and Colusa Subbasin (high), received funding – and many of those projects and management actions were very similar to projects submitted in the Colusa Subbasin application. The recommended funding for successful neighboring basins, which also includes “grant administration,” includes Sutter, North American, Yolo, Corning, Tehama County (Antelope, Corning, Red Bluff, and Los Molinos), Vina, Wyandotte Creek, North and South Yuba, and Solano. The total allocation for the Sacramento Valley is nearly \$55 million.

The Colusa Subbasin is considerably larger than most of the other Sacramento Valley subbasins, covering approximately 723,000 acres of irrigated, developed or environmentally-managed land. Groundwater accounts for nearly one-third of the water used to support the area’s agriculture, and also provides virtually all of the water for domestic, municipal and industrial use within those portions of Colusa and Glenn Counties. However, declining groundwater levels have led to issues such as land subsidence and impacted domestic wells -- issues that that CGA and GGA are seeking to mitigate through the Colusa Subbasin Groundwater Sustainability Plan (GSP).

Both Colusa County and Glenn County have relatively small populations (approximately 22,000 and 28,800, respectively) and include many disadvantaged communities. A number of these, such as the City of Colusa, are considered to be severely disadvantaged. Nevertheless, these low-income communities are working diligently to find affordable means to implement the GSP and the requirements of the Sustainable Groundwater Management Act (SGMA). Due to the size of the Subbasin and its high-priority status, the GSP will require tens of millions of dollars to implement in order to achieve its sustainability goal. State assistance in funding SGMA activities will be essential not only to the success of the Colusa Subbasin GSP but also to the continued viability of these disadvantaged and severely disadvantaged communities.

There was a reasonable expectation that responsive grant applicants would receive a minimum of \$1 million per the Department of Water Resources (DWR) SGM Grant Program SGMA Implementation Proposal Solicitation Package (PSP)- December 2021 page 9 below:

Colusa Groundwater Authority

Groundwater Sustainability Agency

1213 Market Street | Colusa, CA 95932 | 530.458.0891

B. Medium and High Priority Basin SGMA Implementation Funding (Round 2)

The remaining approximately \$17 million in Budget Act of 2021 funds (including any unawarded funds in Round 1), the remaining approximately \$71.5 million in Proposition 68 funds, and an estimated \$114 million in future General Funds will be combined for a competitive grant solicitation(s). If any additional funds are provided to the SGM Grant Program for awards between the posting of the final PSP to the Round 2 grant solicitation, an additional solicitation(s) will be held for additional grant awards. Applicants must be located within a COD basin, medium, or high priority basins. Priority will be given to applicants who have not previously received SGMA Implementation funding. Funds can be used for revisions, updates, and/or modifications to a GSP or Alternative to a GSP and for funding capital improvement projects outlined in those plans. Funding will be awarded in a competitive manner based upon the scoring criteria outlined in Table 7.

A minimum of \$35 million, or 30% (whichever is greater), of the General Funds must be used towards projects that serve Underrepresented Communities (URC); of that a minimum of 10% of the grant funds must be used for projects that serve Severely Disadvantaged Communities (SDAC). In addition, a minimum of \$15 million of the Proposition 68 funds must be used towards Projects or Components that benefit an SDAC.

Any remaining funds not awarded in this grant solicitation will be available in future funding rounds.

Eligible project types and eligible tasks are described further in Section III.B.

At this time, the minimum and maximum grant award amounts for the Round 2 grant solicitation are:

Minimum Grant Amount – \$1 million per basin
Maximum Grant Amount – \$20 million per basin

In addition, SGM Round 1 allocated \$7.6 million each *non-competitively* to all critically over-drafted basins.

CGA is certainly supportive of the GSAs that did receive funding, and we recognize from the DWR scoring summary that some component information in the Colusa Subbasin application should have been more completely presented for consideration; however, in light of the information and facts presented, we respectfully request that DWR consider awarding a minimum of \$1,000,000 to GGA for the Colusa Subbasin in support of tasks described in Components 2 and 5 of that application: *Ongoing Monitoring, Data Gaps, and Network Enhancements*; and *GSP Implementation, Outreach and Compliance Activities*. These tasks are critical to successful implementation of SGMA in the Colusa Subbasin and your assistance in implementation funding will directly benefit the disadvantaged and rural communities we serve.

If you have any questions, please contact me at cthomaskeeper@rgs.ca.gov or at 650-587-7300 ext. 17.

Sincerely,



Carol Thomas-Keefer
Program Manager
Colusa Groundwater Authority

Cc: Darrin Williams, CGA Chair
Lisa Hunter, GGA

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 8: DWR Staff Update

Mr. Brandon Davison, DWR, may provide an update on DWR activities.

AGENDA ITEM 9: Committee Reports

9a. Temporary Water Rights ad hoc – Shelly Murphy, Jim Wallace, Darrin Williams

As a follow-up to the Temporary Water Rights ad hoc committee’s meetings in late April and early May, staff contacted MBK Engineers to discuss how the consultant might be able to assist CGA in preparing a detailed project description for a recharge project that could be submitted to DWR for assistance under its temporary water rights assistance program. MBK followed up later in June with details on information needed to prepare the project description, and staff met again recently with MBK representatives to discuss how best to move forward. MBK feels that it could provide technical assistance to CGA in preparing a project description through its support contract with DWR. Staff is working to schedule another meeting of this committee with MBK’s representatives to determine project specifics in order to begin work. The committee hopes to complete the water rights permitting process in time to capture water for recharge this winter.

9b. Long Term Funding ad hoc –Thad Bettner, Darrin Williams, Jeff Moresco, Frank A. Nobriga

The Long Term Funding ad hoc committee continues to work with the fee study consultant, Lohdorff and Scalmanini, to develop fee options for CGA Board consideration. CGA’s attorney briefed the committee recently on fee structure options, and the committee has discussed ways to ensure fees are equitably assessed over various types of water users. The attorney is now providing guidance on proposed fee options for the committee’s review within the next few weeks. Once the committee provides direction, LSCE will proceed with providing these recommendations to the Board for review and consideration.

Colusa Groundwater Authority Board of Directors Meeting

June 27, 2023 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 10: Update on Executive Order N-7-22 and Executive Order N-4-23

As part of Executive Order N-7-22, the CGA is continuing to provide Colusa County Environmental Health with notice of availability of updated subsidence data (InSAR). This data is collected quarterly.

Additionally, the Governor recently issued Executive Order N-4-23 to facilitate diversion of storm flows for recharge, with certain restrictions. If CGA members are interested in participating under this order, the CGA board may wish to discuss this matter further, possibly in connection with Colusa County or other appropriate agencies. More information on this order can be found here: <https://www.gov.ca.gov/wp-content/uploads/2023/03/3.10.23-Ground-Water-Recharge.pdf?emrc=640bba311d246>.

AGENDA ITEM 11: Administrative Update

The Program Manager may provide updates on pending administrative or managerial matters.

AGENDA ITEM 12: CLOSED SESSION

Closed Session

- a. Conference with Legal Counsel (Gov't Code 54956.9) – existing litigation

Aqualliance et al. v. Colusa Groundwater Authority, Glenn Groundwater Authority
Colusa County Superior Court – Case Number CV24584

Aqualliance et al. v. Biggs-West Gridley Water District, et al.
Butte County Superior Court – Case Number 22CV00348

AGENDA ITEM 13: Report Out of Closed Session

AGENDA ITEM 14: Member Reports and Comments

INFORMATION ONLY

CGA Board Members and Alternates are encouraged to share information that may be relevant to the CGA. No action will be taken on any of these items.

AGENDA ITEM 15: Next Meeting

The next regular meeting of the CGA Board is scheduled for July 25, 2023.

AGENDA ITEM 16: Adjourn