

# Colusa Groundwater Authority Board of Directors

P.O. Box 475, Colusa, CA 95932 | [www.colusagroundwater.org](http://www.colusagroundwater.org)

## **MEETING AGENDA**

**September 24, 2024 | 1:00 p.m.**

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

**Alternative meeting location(s):**

**381 HCR 2424, Hillsboro, TX 76645**

**Members of the public may attend this meeting in person or through Zoom:**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us06web.zoom.us/j/82885749582>

Or One tap mobile:

+16694449171,,82885749582# US

+17193594580,,82885749582# US

Or join by phone:

US: +1 669 444 9171 or +1 719 359 4580 or +1 720 707 2699

Webinar ID: 828 8574 9582

Full Agenda Packet: <https://colusagroundwater.org/agendas-and-minutes-2024/>

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*\* 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 August 27, 2024, CGA Board Meeting
- b. \*Receive and File August Financial Statements
- c. \*Review and Consider Approval of September Claims

### **4. Consideration of Second Agreement with Water Ecology LLC for GSP Support**

- a. \*Consider approval of second agreement with Water Ecology LLC for GSP Support

### **5. Long Term Funding Fee Project Update**

- a. Receive update and recommendation from the ad hoc Long Term Funding Committee on fee development
- b. \*Approve Request for Proposals for Fee Analysis and Rate Setting Services

**6. Colusa Subbasin GSP Implementation Update**

**7. DWR Staff Update**

**8. Committee Reports**

- a. **Technical Advisory Committee** – Deke Dormer, Kate Dunlap, Jim Wallace
- b. **Long Term Funding ad hoc** – Jeff Moresco, Frank A. Nobriga, Hilary Reinhard, Jim Wallace

**9. Administrative Update**

**10. 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

**11. Report out of Closed Session**

**12. Member Reports and Comments**

**13. Next Meeting:** October 22, 2024

**14. 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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### **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, 2023, and through June 30, 2025, **Westside Water District** sits as the representative for Maxwell I.D. and Westside W.D.; and **Provident Irrigation District** sits as the representative for Princeton-Codora-Glenn I.D. and Provident I.D.

**Note: Beginning July 1, 2025, Maxwell Irrigation District and Princeton-Codora-Glenn 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
<b>COUNTY OF COLUSA</b>	
BOARD MEMBER	Gary Evans
ALTERNATE	Janice Bell
<b>CITY OF COLUSA</b>	
BOARD MEMBER	Jesse Cain
ALTERNATE	Ryan Codorniz
<b>CITY OF WILLIAMS</b>	
BOARD MEMBER	Kate Dunlap
ALTERNATE	Alfred Sellers, Jr.
<b>GLENN COLUSA IRRIGATION DISTRICT</b>	
BOARD MEMBER	Blake Vann
ALTERNATE	Vacant
<b>COLUSA COUNTY WATER DISTRICT</b>	
BOARD MEMBER	Frank Nobriga, Jr.
ALTERNATE	Halbert Charter
ALTERNATE	Shelly Murphy
<b>PROVIDENT IRRIGATION DISTRICT</b>	
BOARD MEMBER	Jim Campbell
<b>WESTSIDE WATER DISTRICT</b>	
BOARD MEMBER	Zach Dennis
ALTERNATE	Mike Urkov
<b>RECLAMATION DISTRICT 108</b>	
BOARD MEMBER	Hilary Reinhard
ALTERNATE	Lewis Bair
<b>RECLAMATION DISTRICT 479</b>	
BOARD MEMBER	Derrick Strain
ALTERNATE	Vacant
<b>COLUSA DRAIN MUTUAL WATER COMPANY</b>	
BOARD MEMBER	Jim Wallace
ALTERNATE	Lynell Pollock
<b>PRIVATE PUMPER</b>	Deke Dormer
<b>PRIVATE PUMPER</b>	Jeff Moresco
<b>MAXWELL IRRIGATION DISTRICT</b>	
BOARD MEMBER	Chris Dobson
ALTERNATE	Drew Dirks
<b>PRINCETON-CODORA-GLENN IRRIGATION DISTRICT</b>	
BOARD MEMBER	Jim Campbell
ALTERNATE	Lance Boyd

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

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## 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.

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### ACTION ITEMS:

[AGENDA ITEM 3a. Approval of Minutes from the August 27, 2024 CGA Board Meeting](#)

**ATTACHMENTS:** Draft minutes from August 27, 2024 CGA board meeting

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

**ATTACHMENTS:** Financial statements for period ending August 31, 2024

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

**ATTACHMENTS:** Report of Claims to be paid for September 2024 and supporting documents for claims totaling \$15,212.27.

# Colusa Groundwater Authority Board of Directors

P.O. Box 475, Colusa, CA 95932 | [www.colusagroundwater.org](http://www.colusagroundwater.org)

## MEETING MINUTES

August 27, 2024

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*\* Indicates action item*

### 1. Call To Order and Determination of Quorum

Chair Wallace called the meeting to order at 1:36 P.M. and led the Board in the Pledge of Allegiance.

#### a. Roll Call of Officers and Alternates

Present: Janice Bell, Ryan Corodniz, Kate Dunlap, Jeff Moresco, Shelly Murphy, Hilary Reinhard, Mike Urkov, Jim Wallace.

Absent: Jim Campbell, Deke Dormer, Derick Strain, Blake Vann.

#### b. Introductions of others in attendance

Public members Thaddeus Bettner, Rod Bradford, Ryan Fulton, Steve Geiger, Lisa Hunter, Pamela Kadleba-Jenkins; Board alternate Lewis Bair; CGA Counsel Alan Doud; CGA staff Denise Carter, Carol Thomas-Keefer, Harrison Tregenza.

### 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 Moresco, seconded by Director Dunlap, the Consent Calendar was approved.

AYES:	6	Dunlap, Moresco, Murphy, Reinhard, Urkov, Wallace
NOES:	0	
ABSTAIN:	2	Bell, Codorniz
ABSENT:	4	Campbell, Dormer, Strain, Vann

- a. **\*Approval of Minutes from the June 25, 2024, CGA Board Meeting**
- b. **\*Receive and File June Financial Statements**
- c. **\*Review and Consider Approval of July/August Claims**

**4. Consider Change of Time for Monthly Board Meetings**

- a. **The board will consider changing the time of monthly board meetings from 1:30 p.m. to 1:00 p.m.**

Chair Wallace introduced the item.

On motion by Director Dunlap, seconded by Director Bell, the Board changed the time of regular monthly board meetings from 1:30 to 1:00 on the fourth Tuesday of each month.

AYES:	8	Bell, Codorniz, Dunlap, Moresco, Murphy, Reinhard, Urkov, Wallace
NOES:	0	
ABSTAIN:	0	
ABSENT:	4	Campbell, Dormer, Strain, Vann

**5. Long Term Funding Fee Project Update**

- a. **Receive update and recommendation from the ad hoc Long Term Funding Committee on fee development**

On behalf of the ad hoc Long Term Funding Committee, Ms. Thomas-Keefer and Chair Wallace reported that the committee had reviewed the work previously performed to develop a new fee structure and determined that a new request for proposals should be issued to solicit new ideas and recommendations for allocating CGA’s fees. The Board concurred with the recommendation and requested that the committee proceed with work to solicit new proposals.

**6. Colusa Subbasin GSP Implementation Update**

Ms. Thomas-Keefer reported that she has been working with Glenn Groundwater Authority staff on ideas for coordinating efforts between the two GSAs to further develop programs identified in the revised GSP, including demand management and well mitigation. She reported that staff is suggesting scheduling a series of joint Board workshops for CGA and GGA, each focusing on a particular GSP program. Ms. Thomas-Keefer stated that she would continue to coordinate with GGA and return with additional information next month.

**7. DWR Staff Update**

No update was received from DWR. Ms. Thomas-Keefer commented that the agenda packet includes an email from DWR regarding SGMA grant program listening sessions and noted that she has already submitted CGA’s interest in participating to DWR.

**8. Committee Reports**

- a. **Technical Advisory Committee** – Deke Dormer, Kate Dunlap, Jim Wallace  
*Ms. Thomas-Keefer noted that the September TAC meeting will be cancelled. The next TAC meeting is scheduled for December.*
- b. **Long Term Funding ad hoc** –, Jeff Moresco, Frank A. Nobriga, Hilary Reinhard, Jim Wallace  
*Chair Wallace noted that the Committee’s activities were covered earlier in the meeting.*

**9. Administrative Update**

Ms. Thomas-Keefer welcomed Alternate Codorniz representing the City of Colusa and Alternate Sutton representing Glenn-Colusa Irrigation District to the CGA Board.

**10. Closed Session**

The Board entered Closed Session at 2:06 P.M.

- 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

**11. Report out of Closed Session**

The Board exited Closed Session at 2:52 p.m. The attorney reported that no reportable action was taken.

**12. Member Reports and Comments**

Mr. Bair reported on an upcoming presentation on recharge projects to be held at RD 108 on September 17. He noted that the featured speaker would be Ernest Conant of the Downey Brand law firm.

**13. Next Meeting: September 24, 2024**

**14. Adjourn**

Chair Wallace adjourned the meeting at 2:54 p.m.

**APPROVED BY:**

\_\_\_\_\_  
Jim Wallace, Chair

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Carol Thomas-Keefer, Secretary

\_\_\_\_\_  
Date



100% of the Year Completed Including August Accruals

# BUDGET TO ACTUAL REPORT- JUNE

		<b>ACTUALS BY REVENUE</b>						
	(A) BUDGET	Restricted Prop. 218	Restricted Grants	(B) \$ ACTUAL	(A-B) \$ REMAINING	(B/A) % COMPLETED		
<b>1</b>	<b>REVENUE</b>						<b>1</b>	
<b>2</b>	<i>Prior Year Funds to Balance</i>	<b>180,651</b>	-	-	180,651	0%	<b>2</b>	
<b>3</b>	Proposition 218 Fee Agreements	390,432	390,328	-	390,328	100%	<b>3</b>	
<b>4</b>	Proposition 218 Landowner Fee-Operations Flat Fee	6,812	6,812	-	(0)	100%	<b>4</b>	
<b>5</b>	Glenn County Groundwater Authority Reimbursement	50,000	-	-	50,000	0%	<b>5</b>	
<b>6</b>	Interest	80	90	-	(10)	113%	<b>6</b>	
<b>7</b>							<b>7</b>	
<b>8</b>	<b>TOTAL REVENUES</b>	<b>627,975</b>	<b>397,231</b>	<b>-</b>	<b>397,231</b>	<b>230,744</b>	<b>63%</b>	<b>8</b>
<b>9</b>	<b>EXPENSES</b>						<b>9</b>	
<b>10</b>	<b>Office Expense</b>						<b>10</b>	
<b>11</b>	Bank Fees	50	19	-	19	38%	<b>11</b>	
<b>12</b>	JPA Insurance	1,800	1,765	-	1,765	98%	<b>12</b>	
<b>13</b>	Printing and Copying/Outreach	5,000	-	-	5,000	0%	<b>13</b>	
<b>14</b>	Website-Current	500	-	-	500	0%	<b>14</b>	
<b>15</b>	Website-New	15,000	-	-	15,000	0%	<b>15</b>	
<b>16</b>	Supplies	500	-	-	500	0%	<b>16</b>	
<b>17</b>							<b>17</b>	
<b>18</b>	<b>Professional Services- Admin</b>						<b>18</b>	
<b>19</b>	Auditor	8,000	-	-	8,000	0%	<b>19</b>	
<b>20</b>	Financial Services Bookkeeping (Atlas)	5,000	2,000	-	2,000	40%	<b>20</b>	
<b>21</b>	Legal Services (Young & Wooldridge)	55,000	22,114	-	22,114	40%	<b>21</b>	
<b>22</b>	Program Manager/Facilitation Svcs (RGS)	175,000	105,364	-	105,364	60%	<b>22</b>	
<b>23</b>	Annual Parcel Update (Provost & Pritchard)	3,500	1,870	-	1,870	53%	<b>23</b>	
<b>24</b>							<b>24</b>	
<b>25</b>	<b>Professional Services- Projects</b>						<b>25</b>	
<b>26</b>	GSP Development - Prop. 1 /68 : GCGA Reimbursement	-	-	-	-	0%	<b>26</b>	
<b>27</b>	GSP-Grant Application (Shared with Glenn County)	30,000	-	-	30,000	0%	<b>27</b>	
<b>28</b>	GSP Annual Report ( Shared with Glenn County)	70,000	31,167	-	31,167	45%	<b>28</b>	
<b>29</b>	GSP Technical Assistance:On-Call Support Svcs (Davids Engineering)	15,000	-	-	15,000	0%	<b>29</b>	
<b>30</b>	GSP Subbasin GSP Revisions (Shared with Glenn County)	-	195,754	-	195,754	0%	<b>30</b>	
<b>31</b>	GSP Revisions(Water Ecology)	-	9,000	-	9,000	0%	<b>31</b>	
<b>32</b>							<b>32</b>	

100% of the Year Completed Including August Accruals

# BUDGET TO ACTUAL REPORT- JUNE

		<b>ACTUALS BY REVENUE</b>						
	(A)	Restricted	Restricted	(B)	(A-B)	(B/A)		
	BUDGET	Prop. 218	Grants	\$	\$	%		
				ACTUAL	REMAINING	COMPLETED		
<b>33</b>	<b>EXPENSES (cont'd)</b>						<b>33</b>	
<b>34</b>	<b>GSP Implementation Fund-SGMA (Grant Reimbursable)</b>						<b>34</b>	
<b>35</b>	GSP Projects	-	-	-	-	0%	<b>35</b>	
<b>36</b>	Five Year GSP Update w Modeling Calibrations	60,625	-	-	60,625	0%	<b>36</b>	
<b>37</b>	Surface-GS Interaction Modeling (NCWA Approach)	10,000	-	-	10,000	0%	<b>37</b>	
<b>38</b>	GSA Coordination & Outreach (w/in and between GSA's)	30,000	-	-	30,000	0%	<b>38</b>	
<b>39</b>	Data Management System Upgrade & Maintenance	25,000	-	-	25,000	0%	<b>39</b>	
<b>40</b>	GSP Project Implementation and Monitoring	100,000	-	-	100,000	0%	<b>40</b>	
<b>41</b>							<b>41</b>	
<b>42</b>	<b>Proposition 218 Collections Fee</b>						<b>42</b>	
<b>43</b>	Prop. 218 Ops Fee Collections-Co	10,000	-	-	10,000	0%	<b>43</b>	
<b>44</b>	Special Projects - Funding Mech: GSP Funding & Support (LSCE)	-	99,454	99,454	(99,454)	0%	<b>44</b>	
<b>45</b>							<b>45</b>	
<b>46</b>	<b>Other</b>						<b>46</b>	
<b>47</b>	County of Butte GSA- Member Contribution	8,000	-	-	8,000	0%	<b>47</b>	
<b>48</b>							<b>48</b>	
<b>49</b>							<b>49</b>	
<b>50</b>	<b>TOTAL EXPENSES</b>	<u>627,975</u>	<u>468,506</u>	<u>-</u>	<u>468,506</u>	<u>159,469</u>	<u>75%</u>	<b>50</b>
<b>51</b>							<b>51</b>	
<b>52</b>	<b>Surplus (Deficit)</b>	<u>-</u>	<u>(71,275)</u>	<u>-</u>	<u>(71,275)</u>		<b>52</b>	

The Budget to Actual Report reflects revenue and expenses associated with the 2023-2024 fiscal year. Accruals will be included in a separate monthly year-end report. See the Cash Balance Report for available cash.

Expenses include all paid warrants only. See Cash Balance for current months paid and outstanding warrants.

## CASH BALANCE

### August 2024 Activity

<u>Cash Receipts</u>	
Deposits -Yolo County	\$ 76.00
	<u>-</u>
Total Cash Receipts	<u>\$ 76.00</u>

<u>Cash Disbursements</u>	
Warrants- N/A	<u>-</u>
Total Cash Disbursements	<u>\$ -</u>

### Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

#### July Cash Balance By Investment

Umqua Checking	\$ 204,027.09
Umqua Money Market	873,866.05
Umqua Savings	<u>33,005.33</u>
Total Cash Balance	<u>\$ 1,110,898.47</u>

#### August Activity

Cash Receipts	\$ 76.00
Cash Disbursements	-
Interest Earnings	7.42
Service Charge	<u>-</u>
Total Activity	<u>\$ 83.42</u>

Ending Cash Balance	\$ 1,110,981.89
Less: Outstanding Warrants:	
Warrants - August -Pending Approval	(15,212.27)
Warrants - June -In transit	(16,472.92)
Warrants - July -In transit	<u>(8,789.07)</u>
Total Available Cash By Activity	<u>\$ 1,070,507.63</u>

#### August Cash Balance by Investment

Umqua Checking	\$ 204,027.09
Umqua Money Market	873,949.47
Umqua Savings	<u>33,005.33</u>
Total Balance	\$ 1,110,981.89
Less: Outstanding Warrants	<u>(40,474.26)</u>
Total Available Cash by Investment	<u>\$ 1,070,507.63</u>

*Outstanding Warrants are vendor invoices received and not yet paid or in transit.*

**CLAIMS SUMMARY**

Invoice #	Invoice Date	Vendor	Service Period	Service	Check	ACH	Total
17333	8/31/2024	RGS	August Services	Administration	10,729.27	-	10,729.27
Various	8/31/2024	Young & Wooldridge	August Services	Legal Services	3,575.00	-	3,575.00
112852	8/11/2024	Provost & Pritchard	August Services	Parcel Update w Colusa/Yolo County	497.00	-	497.00
390-1553	9/9/2024	Atlas CPA's	August Services	Accounting Services	<u>411.00</u>	<u>-</u>	<u>411.00</u>
AUGUST WARRANT TOTAL					<u>\$ 15,212.27</u>	<u>\$ -</u>	<u>\$ 15,212.27</u>

**CLAIMS SUMMARY**

Invoice #	Invoice Date	Vendor	Service Period	Service	Check	ACH	Total
17333	8/31/2024	RGS	August Services	Administration	10,729.27	-	10,729.27
Various	8/31/2024	Young & Wooldridge	August Services	Legal Services	3,575.00	-	3,575.00
112852	8/11/2024	Provost & Pritchard	August Services	Parcel Update w Colusa/Yolo County	497.00	-	497.00
390-1553	9/9/2024	Atlas CPA's	August Services	Accounting Services	<u>411.00</u>	<u>-</u>	<u>411.00</u>
AUGUST WARRANT TOTAL					<u>\$ 15,212.27</u>	<u>\$ -</u>	<u>\$ 15,212.27</u>



PO Box 1350  
Carmel Valley, CA 93924

# Invoice

Date	Invoice #
8/31/2024	17333

Bill To:
Colusa Groundwater Authority

P.O. No.	Due Date	Inv Sent
	9/30/2024	9/16/2024

Date	Description	Amount
8/31/2024	Contract Services for August - please see attached  Billed \$10,729 out of monthly \$15,000 Balance billed to date is \$142,923 against an NTE of \$175,000	10,729.27

		<b>Total</b>	<b>\$10,729.27</b>
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**Colusa Groundwater Authority**

Month: **August, 2024**

Hours and Rates by Pay Period						
		1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed	
CT	4.00	\$ 161.13	19.50	\$ 161.13	\$ 3,786.56	
GS	7.00	\$ 150.39	34.00	\$ 150.39	\$ 6,165.99	
HT	0.80	\$ 112.80	1.80	\$ 112.80	\$ 293.28	
DC	0.00	\$ -	1.50	\$ 116.96	\$ 175.44	
RM	0.00	\$ -	1.75	\$ 176.00	\$ 308.00	
CD	0.00	\$ -	0.00	\$ -	\$ -	
<b>Totals</b>	<b>11.80</b>		<b>58.55</b>		<b>\$ 10,729.27</b>	



# Client Activity Report

August 2024

Client	Task	Comment	Hours
<b>Colusa Groundwater Authority</b>			Client Hours 70.35
		<b>5350-000 - Colusa Groundwater Authority</b>	Task Hours 70.35
	8/1/2024	Follow up with P&P and County on direct charge information and docs; various emails	0.50
	8/1/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	8/1/2024	Updating the Board of Directors contact list.	0.40
	8/2/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	8/5/2024	Follow up re assessment documents; various emails	0.50
	8/6/2024	Follow up, complete and forward assessment documents; review and respond to emails	1.00
	8/6/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	8/7/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	8/11/2024	CGA: Audit WIP	1.00
	8/12/2024	Coordinate and send meeting poll for LTF meeting; various emails	0.50
	8/12/2024	CGA: Audit WIP	1.00
	8/13/2024	CGA: Financials WIP	1.00
	8/14/2024	Review meeting poll, send hold date notice; various emails	0.50
	8/14/2024	CGA: Audit WIP	1.00
	8/15/2024	CGA: Audit WIP	3.00
	8/15/2024	Prepare and send agenda and meeting notice for LTF meeting; send corrected info; various emails	1.00
	8/18/2024	CGA: Financials WIP	1.00
	8/19/2024	CGA: Audit WIP	1.00
	8/19/2024	Research consultants for rate study; prepare for and attend LTF committee; follow up w/chair re consultant contract; follow up with DC re letter to bank; various emails	2.00
	8/21/2024	Connect to QB online and review.	0.50
	8/21/2024	CGA: Audit WIP	2.00
	8/22/2024	Follow up w/L Hunter and coordinate meeting; review and edit meeting minutes; review items for board agenda and coordinate w/staff; research and respond to inquiry re project in Williams	1.50
	8/22/2024	CGA: Audit WIP	3.00
	8/23/2024	Prepare, review and revise board agenda; prepare staff reports and meeting materials; review financial statements and claims	4.00
	8/23/2024	CGA: Financials WIP	2.00
	8/24/2024	Finalize and complete board packet; distribute and post on website; coord meeting details w/staff	2.00
	8/24/2024	CGA: Audit WIP	2.00
	8/25/2024	CGA: Audit WIP	2.00
	8/26/2024	Attend Butte Mgrs mtg; coordination meeting w/L Hunter; follow up w/LSCE re fee study contract; review grant info; various emails	4.00
	8/26/2024	CGA: Audit WIP	4.00
	8/27/2024	Prepare for and attend monthly board meeting; follow up on meeting items; review and forward tax roll info from Yolo Co; review consultant contract info; research Vina fee status; meeting coordination; various emails	3.50
	8/27/2024	Pick up checks, set up for meeting, mail checks.	1.50





# Client Activity Report

August 2024

Client	Task	Comment	Hours
		8/27/2024 Preparing for CGA Board meeting.	0.20
		8/27/2024 CGA: Audit WIP	5.00
		8/27/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		8/27/2024 Clerking August CGA Board meeting.	1.30
		8/28/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		8/28/2024 CGA: Audit WIP	5.00
		8/28/2024 Follow up w/Lisa H re TAC meeting cancellation; various emails	0.50
		8/29/2024 Met with Gina to review year-end audit work papers.	0.75
		8/29/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		8/29/2024 CGA: Audit WIP	3.00
		8/30/2024 Meeting coordination for LTF committee; call w/attorney; website maintenance; provide info to Gina re CGA officers for audits; various emails	2.00
		8/30/2024 CGA: Audit WIP	4.00
		8/31/2024 Review QB TB and Financial Reports	0.50

# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

Carol Thomas-Keefer  
Colusa Groundwater Authority  
PO Box 475  
Colusa, CA 95932

September 11, 2024  
Project No: 02846-24-001  
Invoice No: 112852

**Project Name: CGA Consulting Services**

**Client Project #:**

Complete parcel updated based on information provided by Colusa County Auditor-Controller and Yolo County Department of Financial Services. Coordinate with Client for document signatures. Submit Direct Charge documents to Colusa and Yolo Counties.

**Professional Services from August 01, 2024 to August 31, 2024**

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Phase: T25 Tax Year 2024-2025

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Associate Specialist	3.50	142.00	497.00	
Totals	3.50		497.00	
<b>Total Labor</b>				<b>497.00</b>
		<b>Total this Phase:</b>		<b>\$497.00</b>
		<b>Total this Invoice</b>		<b><u><u>\$497.00</u></u></b>



319 6th Street, PO Box 590  
 Marysville, CA 95901  
 Phone: 530.742.8201  
 Fax: 530.741.3509

Colusa Ground Water Authority  
 PO Box 475  
 Colusa, CA 95932

Date: 9/9/2024  
 Invoice Number: 390 -1553  
 Client ID: 39000008

**Date**      **Activity**

08/12/2024    Prepare  
 count and verify information on checks received.

08/13/2024    Prepare  
 reconcile account 4884 for the month of July. email Denise for deposit information on bank statement. enter deposit and reconcile account 9527 for the month of July. print July monthly reports to paper, pdf and excel. fill out claim summary form and print. enter bills into QB's.

08/15/2024    Prepare  
 enter new bill received into QB's and onto warrants log. email July reports and invoices to client

08/15/2024    Review  
 review books for July

08/23/2024    Prepare  
 pay bills in QB's making sure total amounts tie to warrant summary. write out checks, make copies and scan into client file. email client when ready to pick up.

Make checks payable to ATLAS CPAs & Advisors. For your convenience, pay online: [www.atlasfirms.com/paymyinvoice](http://www.atlasfirms.com/paymyinvoice)  
 Please note: ACH, Debit Card, or Prepaid card payments are not subject to a surcharge. **Credit card payments are subject to a surcharge of 3%, which is never more than our merchant fee.** If you wish to remit payment using the form below, please return the payment slip to ATLAS via our secure online portal to ensure the safety of your personal information. Thank you!

----- Cut Here -----

**Client ID:** 39000008  
**Client Name:** Colusa Ground Water Authority

**Invoice Number:** 390 -1553  
**Total Amount Due:** \$976.50  
**Amount Enclosed:** \$

<b>Card Type (Select one):</b>	Visa	Mastercard	Discover	AmEx	Debit	Other
<b>Cardholder Name (As shown on card):</b>						
<b>Company Name (If for business):</b>						
<b>Card Number:</b>						
<b>CVV (3 digits on back, or 4 digits on front of AmEx):</b>				<b>Expiration Date (MM/YY):</b>		
<b>Billing Address (Street, City, State, Zip):</b>						
<b>Email Address:</b>				<b>Phone Number:</b>		

Invoices are due upon receipt. Balances over 30-days may be subject to a service charge of 1.5% per month.  
 Returned checks / ACH will be assessed a fee.

Client ID: 39000008

Page: 2

08/26/2024 Prepare

per email from Gina, copy Jun 2021 through May 2022 bank statement files, remove reconciliation information from files, combine all statements for each bank account ending 9527, 4884 and 7346, and email to Gina. per email send June 22 statement for account 7346.

08/27/2024 Prepare

pull two invoices from 2022 and email to Gina.

Invoice Total: \$411.00

Thank you for your business. Referrals are appreciated.

## Colusa Groundwater Authority Board of Directors Meeting

September 24, 2024 | 1:00 p.m.

### AGENDA SUPPORT MATERIALS

**AGENDA ITEM 4:** Consideration of Second Agreement with Water Ecology LLC, for GSP Support

#### **ACTION ITEM**

##### **BACKGROUND:**

Earlier this year, the CGA Board entered into an agreement with Thaddeus Bettner/Water Ecology LLC for services in support of the development and submittal of revisions to the Colusa Subbasin Groundwater Sustainability Plan. Mr. Bettner's experience in the area and knowledge of the subbasin provided valuable assistance in coordinating the development of a revised GSP. At the request of the CGA Chair, Mr. Bettner has submitted a proposal for a second agreement to further assist the CGA Board with GSP implementation planning and support for fee development. The agreement proposes an hourly billing rate of \$225.00 per hour. The contract term is proposed retroactively from August 1 through December 31, 2024, with the ability to extend the agreement upon 30-days notice.

##### **RECOMMENDATION:**

The CGA Board should consider approval of the proposal from Thaddeus Bettner, Water Ecology LLC, to provide strategic, policy, vision and implementation support for the Colusa Subbasin GSP, at a cost of approximately \$9,000 per month through April 2024 or longer, subject to the Board's determination,

##### **ATTACHMENT:**

- Second Agreement between Colusa Groundwater Authority and Water Ecology, LLC for Consulting Services

**SECOND AGREEMENT BETWEEN  
COLUSA GROUNDWATER AUTHORITY AND WATER ECOLOGY, LLC  
FOR CONSULTING SERVICES**

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This Second Agreement (Agreement) is by and between the Colusa Groundwater Authority (CGA), and Water Ecology, LLC (“Contractor”), with its principal place of business at 4202 Magness Court, Chico, California 95973. The CGA and Contractor may individually be referred to as a “Party” or collectively referred to as “Parties”.

**BACKGROUND**

The Colusa Groundwater Authority (CGA) is responsible for implementing the Colusa Basin Groundwater Sustainability Plan (CBGSP) in the portion of the basin overlying the area of Colusa County. With the Glenn Groundwater Authority (GGA) overlying the balance of the basin, it is imperative that the two Authorities work in alignment and in conjunction to implement the CBGSP, which both agencies have approved. The Colusa Basin is one of the largest basins in the state serving a region that has multiple beneficial uses, and effective implementation of the GSP will ensure the long-term goal of groundwater sustainability is met in the basin for the benefit of all groundwater users, residents, and the environment.

The sustainability goal for the Subbasin from the CBGSP is:

*...to maintain, through a cooperative and partnered approach, locally managed sustainable groundwater resources to preserve and enhance the economic viability, social well-being and culture of all Beneficial Uses and Users, without experiencing undesirable results.*

The CGA desires to obtain professional services for implementing the CBGSP as well as implementing necessary policies and, as a result, desires to engage Contractor to provide the professional services described herein (the “Services”) in fulfillment of the CGA Purposes; and

Contractor desires to provide the Services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the articles contained in this Agreement, the CGA and Contractor agree as follows:

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## AGREEMENT

### 1. TERM OF AGREEMENT

- a. This Agreement shall become effective on August 1, 2024 (“Effective Date”), and shall remain in full force or effect until December 31, 2024, or until the earlier termination of this Agreement in the manner provided for herein (the “Term”).
- b. The Term may be extended upon terms mutually agreed upon by the Parties. In order to extend the Term, a Party must communicate its interest in an extension no less than thirty (30) days prior to the expiration of the initial Term or any extended Term.
- c. Either Party may terminate this Agreement at any time with or without cause, by giving thirty (30) days written notice to the other Party of the termination.
- d. The CGA may terminate this Agreement at any time prior to expiration of the Term without notice if the Contractor commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, or unjustifiably neglects their duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on CGA’s reputation. If CGA terminates for cause due to Contractor’s material breach of this Agreement, CGA shall only be liable to compensate Contractor for Services provided up to the date of Contractor’s receipt of the CGA’s notice of termination.

### 2. SCOPE OF SERVICES

This Agreement assigns the following responsibilities to each of the Parties:

- a. A Scope of Services is attached hereto as Exhibit “A” and incorporated herein.
- b. Contractor shall determine the method, details, and means of performing the Services and otherwise upholding its obligations under this Agreement.
- c. Contractor shall provide supplies necessary to perform the Services. However, Contractor may rely on CGA members and other consultants retained by the CGA to perform (a) office management functions; (b) dedicated administrative and support functions; and (c) technical functions.
- d. Contractor’s performance of the Services at the direction of the CGA Board of Directors, however, all contract terms and conditions are subject to CGA Board approval.
- e. Contractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in California, relating to a project site comparable to the Project and under the

same or similar circumstances and conditions as those concerning the Project.

### 3. STATUS & WORK

- a. Status as Independent Contractor: Contractor will act as an independent Contractor of the CGA in the performance of the Services under this Agreement. The Contractor will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Contractor's Services for the CGA.
- b. Subcontracting: Contractor shall not employ independent consultants, associates, or subcontractors to assist in the performance of Contractor's duties hereunder without the prior written consent of the CGA.

### 4. FORCE MAJEURE

Neither Party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, earthquakes, acts of God and/or unusual acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby shall not be considered a breach of this Agreement.

### 5. INDEMNITY

- a. Contractor Indemnification: Contractor shall indemnify and hold the CGA and its officers, directors, employees and agents harmless from and against any claim, cause of action, loss or liability to the extent arising out of related to acts or omissions of the Contractor in performing the Services.
- b. CGA Indemnification: CGA shall indemnify and hold Contractor and its officers, directors, employees and agents harmless from and against any claim, cause of action, loss or liability to the extent arising out of related to acts or omissions of the CGA in performing its obligations as provided under this Agreement.

### 6. INSURANCE

- a. Contractor shall maintain the following insurance:

- 1. Commercial General Liability (CGL) Insurance:

- Commercial General Liability Insurance, including coverage for bodily injury and property damage liability arising out of premises, operations, products,



and completed operations in addition to advertising injury and personal injury liability coverage with a limit of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit.

Non-owned and hired automobile liability coverage applies by endorsement to this policy with a limit of \$1,000,000 bodily injury and property damage per occurrence and \$1,000,000 general bodily injury and property damage aggregate limit.

With respect to the Services performed by Contractor, Contractor's Commercial General Liability policy shall be primary to similar insurance of the CGA and shall waive subrogation against CGA.

2. Commercial Automobile Liability Insurance:

Contractor agrees to maintain Business Automobile liability insurance during the term of this Agreement, with a limit for property damage and bodily injury of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit, together with an equivalent rider to the Commercial General Liability Insurance required in Article 6(a)(1) above for hired and non-owned automobiles.

3. Workers Compensation Insurance:

When applicable, Contractor shall maintain Workers Compensation Insurance, including Employer's Liability, at a minimum limit acceptable to the Parties for all persons whom Contractor may employ in performing the Services. Such insurance shall be in strict accordance with the requirements of the most current and applicable Workers Compensation Insurance Laws in effect from time to time.

- b. Such policies shall, as applicable, contain or be endorsed with the provision that coverage shall not be cancelled by the insurance company in coverage without thirty (30) days prior written notice to the CGA.

## 7. CONFIDENTIALITY

Contractor acknowledges that it will be necessary for the CGA to disclose certain confidential and proprietary information (the "Confidential Information") to Contractor in order for Contractor to perform the Services under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this Confidential Information would irreparably harm the CGA. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the CGA without the CGA's prior written permission except to the extent necessary to perform Services on the CGA's behalf.

## 8. COMPENSATION

- a. **Method of Payment:** The CGA shall pay Contractor for its services and project-related business travel and expenses in accordance with the following:
  1. **Compensation for Services:** \$225 per hour. Contractor shall provide a report of activities which will be included in the monthly invoice.
  2. **Rate Adjustments.** Contractor shall notify CGA of any rate adjustments and shall obtain CGA approval prior to commencing with new rates in invoices.
  3. **Project-Related Business Travel & Expenses:** On a monthly basis, Contractor may invoice the CGA for the authorized costs of business travel and other expenses that Contractor incurs in its performance of the Services. Such authorized travel that is eligible for reimbursement includes mileage reimbursement at the applicable Internal Revenue Service reimbursement rate for travel to CGA members or otherwise on CGA-related business. All such business and travel expenses must include a description of the business justification for the expense and must be substantiated with receipts that will be submitted with Contractor's monthly invoice as specified below.
- b. **Payment Process:** Contractor shall invoice the CGA for Services performed and reimbursable costs incurred on a monthly basis. Invoices shall be sent electronically to the CGA Chair and to the CGA Program Manager by the 15<sup>th</sup> of the month for the previous month's services. If approved by the CGA Accounts Payable Approval Policy and Procedures, the amount of the invoice shall be paid to Contractor within 30 days.

## 9. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

## 10. MISCELLANEOUS

- a. Governing Law: This Agreement shall be governed by the laws of the State of California.
- b. Amendment: This Agreement shall not be amended except by written agreement signed by both Parties.
- c. Successor and Assigns: This Agreement and the covenants and conditions contained herein shall apply and be binding upon and inure to the benefit of the permitted administrators, executors, legal representatives, assignees, successors, agents and heirs of each Party hereto.
- d. Assignments: This Agreement is not assignable by Consultant without the consent of the CGA, which consent the CGA may grant or withhold for any or no reason in its sole discretion. Any such purported assignment without prior written consent by the CGA shall be null and void. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge either Party from any obligation under this Agreement.
- e. No Third-Party Beneficiaries: Except for rights of indemnitees specifically referenced in this Agreement, no provision of this Agreement is intended to create or grant claims or rights of action against CGA for the benefit of any third parties.
- f. Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be and remain valid, binding and enforceable to the fullest extent permitted by law.
- g. Counterparts: This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.
- h. Notices: Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as provided for in the opening paragraph of this Agreement, and are deemed given on the date they are provided (in the event of personal delivery or delivery by courier) or three (3) business days after being postmarked (in the event of mail delivery).
- i. Representation by Attorney: The Parties expressly represent and warrant that they have had the opportunity to receive, and/or have received independent legal advice from their respective attorneys with respect to the advisability and effect of entering into this Agreement.
- j. Attorney's Fees: In the event of litigation for breach of this Agreement, or arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert fees, and costs incurred.

k. Captions: Any paragraph captions are for reference only and shall not be considered in construing this Agreement.

The Parties each warrant and represent that they each have the authority to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.

**CGA**

**WATER ECOLOGY, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT “A”- SCOPE OF SERVICES**

This proposal is for assisting the CGA with strategic, policy, vision and implementation of the CBGSP, with the ability to also join with the GGA in joint implementation as determined by the two GSA Boards.

Activities for this scope may include but are not limited to the following:

- Address any outstanding issues with DWR based on the Colusa Groundwater Sustainability Plan revisions
- Assist the CGA in long term funding alternatives including development of Proposition 218 approaches
- Meet with CGA Board Members individually to discuss their perspectives on the CGA and overall SGMA related matters.
- Meet with CGA Board Members
- Continue to attend CGA and GGA Board meetings and assist in joint CGA-GGA Board meetings

This scope of services may be amended and/or updated from time to time under this agreement. If the Agreement is extended, the Consultant will update the Scope of Services for approval by the CGA.

## Colusa Groundwater Authority Board of Directors Meeting

September 24, 2024 | 1:00 p.m.

### AGENDA SUPPORT MATERIALS

#### AGENDA ITEM 5: Long-term Funding Fee Project Update

#### **ACTION ITEM**

##### **5a. Update and Recommendation from ad hoc Long Term Funding Committee on fee development**

With direction from the CGA Board and the ad hoc Long Term Funding Committee, consultant Luhdorff & Scalmanini Consulting Engineers (LSCE) prepared a draft fee proposal to address CGA's long-term funding needs for agency administration, SGMA compliance costs, and costs to implement projects and management actions contained in the Groundwater Sustainability Plan (GSP). The proposed fee structure would allocate fees based on water user class (primarily surface water, primarily groundwater, or non-irrigable). Earlier this year, CGA held public outreach meetings in Colusa, Maxwell and Arbuckle to review CGA's projected funding needs, discuss proposals for fee structures, and receive public comment.

The 5-year operating budget for the new fee was prepared based on the original Groundwater Sustainability Plan for the Colusa Subbasin. However, the revised GSP, which was submitted to DWR in April, incorporates new and revised projects and management actions to address key issues such as domestic well mitigation, demand management and subsidence. These activities must be initiated and implemented over the next several years, so operating budget estimates for the new fee structure will need to be updated to correspond with revised GSP commitments.

Last June, the CGA Board decided to postpone implementation of the new fee structure until FY 2025-26 in order to allow more time to properly develop long-term budget estimates and re-evaluate the recommendations for cost allocations. At the CGA August meeting, the Board directed staff and the Committee to solicit new proposals for the development of a new fee structure that will accommodate GSP implementation while allocating those costs in a fair and equitable manner. The Committee met and provided direction to staff to prepare an update Request for Proposal for fee study services and has identified several consultants to potentially receive the RFP.

##### **5b. \*Approve Request for Proposals for Fee Analysis and Rate Setting Service**

In accordance with direction from the CGA Board and the ad hoc Long Term Funding Committee, staff has prepared an updated Request for Proposals for the preparation of a fee analysis and rate setting service. Similar to the RFQ that was issued in 2022, this document solicits proposals from qualified firms to provide services to research, develop and implement a new fee mechanism for funding costs associated with GSP implementation, SGMA compliance, and CGA general administration

**RECOMMENDATION:**

Staff recommends that the Board review and consider authorizing the release of the Request for Proposals for Groundwater Sustainability Agency Data Review, Fee Analysis, and Rate Setting Services, pending counsel review. Additionally, staff recommends that the ad hoc Long Term Funding Committee be authorized to manage the RFP process, including reviewing proposals, conducting interviews if appropriate, and bringing a recommendation to the Board.

**ATTACHMENT:**

- CGA Request for Proposals for Groundwater Sustainability Agency Data Review, Fee Analysis, and Rate Setting Services

# REQUEST FOR PROPOSALS

## FOR GROUNDWATER SUSTAINABILITY AGENCY DATA REVIEW, FEE ANALYSIS, AND RATE SETTING SERVICES

RFP Issue Date: September 24, 2022

Statement of Qualifications Deadline: **October 14, 2024, 4:00 PM**

**Issued by:**

Colusa Groundwater Authority

**Contact Person:**

Colusa Groundwater Authority  
Program Manager  
Carol Thomas-Keefer  
cthomaskeeper@rgs.ca.gov



## 1. Introduction

The Colusa Groundwater Authority (CGA) is requesting proposals from consultants with experience in data and fee analysis and rate setting for public agencies to assist with development and implementation of fees pursuant to Propositions 26 and 218, specifically as they relate to the Sustainable Groundwater Management Act. Services provided may include all tasks necessary to evaluate, develop options, select, and implement a funding mechanism. This will include a review of the CGA's previous fee study, evaluation of fee alternatives, development of fee/rate schedules to fund the costs of Groundwater Sustainability Plan (GSP) implementation and ongoing administration of the CGA. Services may also include the development of outreach materials and presentations at various Board, committee and community meetings.

If the CGA awards a contract for services as a result of this request for proposals (RFP), a Scope of Work will be finalized, and a contract will be executed establishing the terms and compensation for the subject services. The CGA does not guarantee work to any qualified firm or consultant.

Submittals must be received by **October 14, 2024 at 4:00 PM** to be considered for this opportunity. All Potential Respondents should note that it is their responsibility to:

- Read carefully all of the contents of this entire RFP.
- Ask for clarification in writing before submission due dates.
- Address all requirements and follow all procedures of this RFP.
- Immediately inform the RFP Contact Person of any problems with this RFP solicitation.
- Submit all responses by the required dates and times.

## 2. Background

In September 2014, the California legislature enacted the Sustainable Groundwater Management Act (SGMA) to require sustainable groundwater management statewide. SGMA applies to all high and medium priority groundwater basins as determined by the Department of Water Resources. Implementation of SGMA is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and the preparation and implementation of Groundwater Sustainability Plans (GSPs).

The Colusa Subbasin is a high priority basin required to be managed under SGMA and is shared between Glenn and Colusa Counties. Two GSAs coordinated on developing a single GSP, which was submitted to the Department of Water Resources in January 2022. The first required Annual Report was submitted in April 2022. In October 2023, DWR issued a determination of "Incomplete" for the Colusa Subbasin GSP and provided a 180-day period for the GSP to be revised pursuant to DWR's recommendations. In April 2024, the two GSAs adopted and resubmitted a revised GSP to the State; DWR has stated it expects to provide a determination on the revised GSP by the end of 2024.

The CGA governs the Colusa County portion of the subbasin through a Joint Powers Agreement which includes twelve participating agencies.

In 2018, the CGA retained a consultant to assist with a Proposition 218 Majority Protest Process. This effort produced a fee study in March 2019. The study covered proposed fee schedules for fiscal years 2019/2020 through 2023/2024. The maximum assessment proposed in the fee study was \$1.21

per acre. After an extensive process, on June 5, 2019, CGA held a public hearing to consider adopting the CGA operations fee. Absent a majority protest, the CGA Board adopted Resolution 2019-02 "Resolution Certifying the Results of a Proposition 218 Majority Protest Proceeding and Setting the Authority's Operations Fee".

The Resolution established a maximum fee of \$1.21 per acre and \$1.21 per acre for the 2019/2020 year. Each year, the CGA reconsiders and adopts the operations fee. In 2020/2021 the fee was set at \$1.00 per acre, and this rate was maintained through 2023/24. The CGA Board maintained the existing fee structure for 2024/25, setting the fee at \$1.21 per acre.

With the GSP planning process nearing completion, the CGA Board wishes to re-evaluate the current fee structure in order to support implementation of the revised GSP. The revised GSP includes programs for activities such as demand management and well mitigation, with associated implementation timelines.

### **3. Project Description and Scope of Services**

The CGA is seeking to conduct a new/updated rate study to identify funding mechanisms for implementation of the revised Colusa Subbasin GSP and ongoing administration of the CGA. The CGA expects this project will build on previous efforts and conduct all tasks necessary to evaluate, develop options, select, and implement one or more funding mechanisms appropriate for the GSP implementation phase. Respondents are expected to be familiar with laws and regulations pertaining to the Sustainable Groundwater Management Act, Proposition 26, and Proposition 218.

Services to be provided may include, but are not limited to:

- Review of the revised Colusa Subbasin GSP, budget and implementation plan
- Review of meeting summaries related to discussions on funding mechanisms
- Review of documents previously prepared in support of a new fee structure
- Evaluation of potential fee alternatives
- Recommendations on selecting an appropriate mechanism and process to implement a fee
- Development of a fee study or Engineers Report as appropriate
- Development of outreach materials
- Presentations to the CGA, board committees, or public
- Updating parcel information
- Complying with any ballot, hearing, protest, vote, or other requirement
- Preparing necessary files to place the fee on the County's tax roll
- Related tasks

The CGA is working on a parallel track to prepare draft implementation budgets for GSP activities and expects these budgets to be available by early 2025 for use in fee development. A proposed fee structure should be presented to the CGA Board for adoption no later than July 2025 with submittal of data files to Colusa County and Yolo County in early August 2025.

#### 4. Qualifications

a) Firm’s Background and Experience

- i. Discussion of the firm’s experience in water rate studies, cost of service analysis, and rate design services for agencies of similar size, and services provided.
- ii. Discussion of the firm’s experience working with GSAs and services provided.
- iii. Experience and qualifications of project manager and key project staff.

b) Firm’s Data Analysis Experience

- i. Discussion of the firm’s experience in data analysis in communities with similar composition of groundwater users.
- ii. Discussion of the firm’s GIS capabilities, experience, and preferred software.

c) Experience with 5-year revenue requirement projections for recently formed agencies

- i. Discussion of the firm’s experience with short to mid-range financial planning for relatively new public agencies and development of fees/rates to cover projected expenses for administration and anticipated projects/programs.

d) Experience with fee and rate design and implementation

- i. Discussion of experience working with Boards, committees, and stakeholders in the rate design process.
- ii. Experience with creating compelling community outreach information pertaining to fees and rates.

e) Additional pertinent information the CGA should consider.

f) Ability to perform work subject to the following tentative schedule:

October/November 2024	Work with GSA Staff and Boards to create and finalize scope of services and total compensation
November/December 2024	Commence Work
November 2024-June 2025	Proceed with work, including significant input from Boards, committees, stakeholders, and staff
July 2025	Final Report and recommendations to CGA
August 2025	Submit appropriate files to Colusa and Yolo Counties for inclusion of fee on Tax Roll

#### 5. Submission Requirements

Proposals should be emailed to Carol Thomas-Keefer, CGA Program Manager at [cthomaskeefer@rgs.ca.gov](mailto:cthomaskeefer@rgs.ca.gov). **Late or incomplete submittals will not be considered.**

1. Cover Letter (no longer than two pages)

The cover letter shall include the name and address of the respondent submitting the proposal,

together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of subcontractors/subconsultants, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt. The cover letter should convey a clear understanding of the requirements and objectives, and why the respondent is uniquely qualified to be awarded a contract.

2. Respondent's Qualifications

Responses to the items in the Qualifications Section of this RFP.

3. Proposed Respondent Team

The statement of qualifications shall identify the Project Manager who will be primarily responsible for providing services to the CGA, and other staff to be assigned to the team. Please include the qualifications, training, and certification of the Project Manager, and all other staff who will perform the services outlined herein. Include a resume for each, listing education, experience, and expertise in this type of work.

4. Proposed Fee and Fee Schedule

This section shall identify the proposed cost of providing the requested work along with billing rates for listed personnel, as well as other costs or expenses that would be charged in connection with the work.

5. Conflicts

This section should identify whether the respondent anticipates it would need to obtain conflict waivers from any existing clients and how the respondent anticipates addressing any potential conflicts with respect to any member agencies of the CGA.

6. References

The name, addresses, email address, and telephone number of three public agency clients who have contracted with the Respondent for services similar to those described in this RFQ within the last five years.

7. Proposed Scope of Work and Schedule

Submit an outline of a proposed scope of work and schedule that demonstrates how the consultant would proceed with work within the timeframe specified, the proposed project elements, tentative list of data needs, outreach to Boards, committees, and stakeholders, and approach to community engagement. This should include a high-level approach to major tasks that are typically involved in completing fee studies, with the understanding the final scope of work will be negotiated after the award of a contract.

## 6. Evaluation Criteria

The following criteria will be used by the CGA in evaluating submissions:

1. Experience and demonstrated competence of the identified key areas of service outlined in the Qualifications section of this RFP.

2. Reference recommendations.
3. Comprehensive consultant fee schedule.
4. Proposed approach to fee structure development.

The CGA reserves the right to award a contract based on written responses only; however, oral presentations and written questions for further clarification may be required of some or all the respondents at no cost to the CGA. The CGA reserves the right to select more than one (1) contractor or no contractors.

## 7. Schedule

The following schedule is estimated and subject to change.

Event	Anticipated Date/Time (Subject to Change)
Issue Request for Proposals	September 24, 2024
Final Date to Submit Questions and Request Clarification	October 1, 2024, 4:00 PM
Questions Answered via Addendum(s)	October 7, 2024, 4:00 PM
Closing date for Request for Qualifications	October 14, 2024, 4:00 PM
Presentation/Demonstration (if requested by CGA)	October 17-22, 2024

## 8. General Information

Any and all communication regarding this solicitation shall be in writing and directed to:

Colusa Groundwater Authority Program Manager  
 Carol Thomas-Keefer  
 CThomasKeefer@rgs.ca.gov

This person will serve as the GSA contact for this solicitation and will develop any necessary addendums to the solicitation to provide clarifications if necessary. **DO NOT** contact other GSA staff, Board members, or Selection Committee members regarding this project or selection procedures. Failure to adhere to these instructions may result in disqualification.

Questions and requests for clarification may only be submitted by e-mail to the contact listed above. Verbal, fax, and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **October 1, 2024**. The GSA reserves the right to decline a response to any question on a case-by-case basis. CGA will provide answers and clarifications by posting an addendum(s) on its website by **October 7, 2024** so all potential Respondents receive consistent information. It is the responsibility of all interested firms to access the website for this information. **Questions received after October 1, 2024 will not be answered.**

## 9. Disclosure of Information

All information and materials submitted to the CGA in response to this RFP may be reproduced by the CGA for the purpose of providing copies to authorized GSA staff and selection committee members involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public

Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the CGA's disclosure of the proposal. The CGA shall not be liable for disclosure of any information or records related to this procurement.

## Colusa Groundwater Authority Board of Directors Meeting

September 24, 2024 | 1:00 p.m.

### AGENDA SUPPORT MATERIALS

#### AGENDA ITEM 6: GSP Implementation Update

##### GSP Implementation Update

Last April, CGA and the Glenn Groundwater Authority joined approved and submitted revisions to the Colusa Subbasin Groundwater Sustainability Plan, pursuant to the “Incomplete” determination and recommended corrective actions from the state Department of Water Resources last October.

Revisions to the GSP include:

- a) Re-evaluation of the overdraft conditions in the Subbasin using the most recent data, including planned projects and management actions to mitigate projected overdraft;
- b) A more detailed explanation and justification of the sustainable management criteria for groundwater levels, particularly minimum thresholds and measurable objectives, with a plan for mitigation of impacted wells; and
- c) A more detailed explanation and justification of sustainable management criteria, monitoring method, and plans for projects and management actions related to land subsidence.

While the GSP revisions include program components and agreements between the two GSAs for implementation, additional work, collaboration and community outreach will be needed to finalize program details and have the programs ready for implementation by times specified in the GSP. CGA and GGA staff are proposing a series of joint board workshops focusing on various GSP programs. The workshops are intended to identify program components, assign responsibilities for development, and hear public input. Additionally, speakers from other GSAs will be invited to share their progress and experience with similar programs. CGA and GGA staff are currently preparing an outline and possible schedule for workshop topics. Additionally, CGA has requested proposals from Davids Engineering to 1) support these workshops, since that consultant developed the GSP revisions and program components and also led discussions at joint board workshops, and 2) assist in preparing new budgets for GSP planning and program implementation, for use in the new fee development. Staff expects to have additional information, including proposals from Davids Engineering, in October. The first joint board workshop may also be scheduled in mid- to late-October, depending on board member availability.

## Colusa Groundwater Authority Board of Directors Meeting

September 24, 2024 | 1:00 p.m.

### AGENDA SUPPORT MATERIALS

#### AGENDA ITEM 7: DWR Staff Update

Mr. Brandon Davison or another DWR representative may provide an update on DWR activities.

#### AGENDA ITEM 8: Committee Reports

**8a. Technical Advisory Committee** – Jim Wallace, Deke Dormer, Kate Dunlap

The next meeting of the CGA/GGA Joint TAC is scheduled for December 13, 2024.

**8b. Long Term Funding ad hoc Committee** – Jim Wallace, Jeff Moresco, Frank A. Nobriga, Hilary Reinhard

This committee report was covered earlier in the agenda.



## Colusa Groundwater Authority Board of Directors Meeting

September 24, 2024 | 1:00 p.m.

### AGENDA SUPPORT MATERIALS

#### AGENDA ITEM 9: Administrative Update

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

#### AGENDA ITEM 10: 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 11: Report Out of Closed Session

The Attorney will provide a report on any reportable action taken in Closed Session.

#### AGENDA ITEM 12: 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 13: Next Meeting**

The next regular meeting of the CGA Board of Directors will be held on Tuesday, October 22, 2024, at 1:00 p.m.

**AGENDA ITEM 14: Adjourn**