



CGA/GGA Joint Board Meeting Packet

December 19, 2025



Joint Colusa Groundwater Authority and Glenn Groundwater Authority Board of Directors

Special Meeting Agenda

December 19, 2025 | 1:00 p.m.

PCDSA Conference Room, 225 N. Tehama St., Willows, CA 95988

Alternate Meeting Locations:

244 SE Piper Dr., Holt, MO 64048

344 E. Laurel Street, Willows, CA 95988

A live online viewing/listening only option is being offered via Microsoft Teams

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Please note that when you access the online meeting, you will be placed into a waiting room and admitted into the meeting by the Meeting Host. Public comment will only be taken in person or via email, there will be no option to provide public comment on the remote platform. In addition, if the remote viewing/listening option is interrupted or compromised, the meeting will continue in person.

* Indicates an Action Item

1. Call to Order, Roll Call, and Introductions
2. Approval of Minutes (pg. 4)
 - a. *July 18, 2025 CGA/GGA Joint Board Special Meeting Minutes (CGA/GGA)
 - b. *September 19, 2025 CGA/GGA Joint Board Special Meeting Minutes (CGA/GGA)

3. Period of Public Comment

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

4. Domestic Well Mitigation Program Development (pg. 5)
 - a. Receive updates on program development progress, ad hoc committee recommendations, and next steps.
 - b. *Approve Agreement Establishing a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin Amendment 1 (GSA Agreement). (CGA/GGA) (pg. 22)
 - c. *Assign GSA contracting with North Valley Community Foundation. (CGA/GGA)

- d. *Approve Agreement For Coordination to Implement a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (North Valley Community Foundation Agreement). (CGA/GGA) (pg. 60)
 - e. *Approve Agreement for Well Mitigation Under the Pilot Domestic Well Mitigation Program for the Colusa Subbasin and for the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (Well Owner Agreement) Template. (CGA/GGA) (pg. 77)
 - f. *Appoint two members to serve on the Program Eligibility Committee. (CGA/GGA)
5. Davids Engineering, Inc. Agreement #1173.05.03 Colusa Subbasin GSP Implementation Support (pg. 89)
 - a. Discussion and consensus to extend the agreement between Colusa Groundwater Authority and Davids Engineering, Inc. through June 30, 2026.
 - b. *Approve Davids Engineering, Inc. Agreement #1173.05.03 Amendment 1. (CGA)
 6. Review Meeting Schedule and Next Steps (5 minutes)
 7. Staff Reports
 8. Member Reports and Comments
 9. Adjourn

Note: Times listed on the agenda are for estimation purposes only.

A complete agenda packet, including back-up information, is available for inspection during normal business hours at 1213 Market Street, Colusa, CA 95932 or 225 N. Tehama St., Willows, CA 95988. The full agenda packet can also be found on the CGA and GGA websites: <https://colusagroundwater.org/agendas-and-meetings-2025/>; <https://www.countyofglenn.net/glenn-groundwater-authority/meetings>

In compliance with the Americans with Disability Act, if you require special accommodation to participate in this meeting, please contact the Carol Thomas Keefer, CGA Program Manager, at 650-587-7300 X17 or Glenn County Water Resources Division at 530-934-6540 prior to any meeting and arrangements will be made to accommodate you.

Staff Report

To: CGA-GGA Joint Board

Agenda Item: 2. Approval of Minutes

Date: December 19, 2025

Background

The July 18, 2025 and September 19, 2025 CGA/GGA Joint Board Special Meeting Minutes will be **distributed under separate cover.**

Recommendation

CGA & GGA Action: Approve the July 18, 2025 CGA/GGA Joint Board Special Meeting Minutes.

CGA & GGA Action: Approve the September 19, 2025 CGA/GGA Joint Board Special Meeting Minutes.

Attachments

- None

Staff Report

To: CGA-GGA Joint Board

- Agenda Item:** 4. Domestic Well Mitigation Program Development
- a. Receive updates on program development progress, ad hoc committee recommendations, and next steps.
 - b. *Approve Agreement Establishing a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin Amendment 1 (GSA Agreement). (CGA/GGA)
 - c. *Assign GSA contracting with North Valley Community Foundation. (CGA/GGA)
 - d. *Approve Agreement For Coordination to Implement a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (North Valley Community Foundation Agreement). (CGA/GGA)
 - e. *Approve Agreement for Well Mitigation Under the Pilot Domestic Well Mitigation Program for the Colusa Subbasin and for the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (Well Owner Agreement) Template. (CGA/GGA)
 - f. *Appoint two members to serve on the Program Eligibility Committee. (CGA/GGA)

Date: December 19, 2025

Background

The CGA and GGA made a commitment in the 2024 Colusa Subbasin Groundwater Sustainability Plan to develop and implement a Domestic Well Mitigation Program by January 1, 2026. The CGA and GGA Well Mitigation Ad Hoc Committees have been meeting jointly, with consultant support, to discuss and prepare recommendations to the GSAs on the development of a Domestic Well Mitigation Program.

A presentation will be given to provide information and facilitate discussion on the Domestic Well Mitigation Program Development.

The **Agreement between the GSAs** was approved November 21, 2025 by the CGA and GGA and on December 11, 2025 by the Corning Sub-basin GSA (CSGSA). Slight adjustments have been made to the agreement to clarify (1) the appeals timeframe, (2) clarifications on temporary mitigation, (3) availability of funding driving the mitigation occurrence, and (4) clarifications on the well evaluation.

The GSAs will discuss assigning a GSA to serve the roll of the “**Contracting GSA**” to administer the agreement with North Valley Community Foundation (NVCF) (discussed below) on behalf of the participating GSAs. All GSAs will be involved in regular communication with NVCF. The CSGSA discussed this item at their December 11, 2025 meeting and indicated a preference for the GGA to serve in this role.

The **Agreement with NVCF** is undergoing final clarifications and review. The most recent draft is attached. The Ad Hoc Committees have recommended approving the Agreement.

The **Well Owner Agreement template** has been finalized and is being presented for approval.

As outlined in the GSA Agreement and referenced in the NVCF Agreement, an **Eligibility Committee** will be formed consisting of two representatives from each GSA. It is recommended that the CGA and GGA each appoint two representatives to serve on this committee. The CSGSA appointed Grant Carmon and Seth Fiack to serve on the committee.

Ad Hoc Committee Members

CGA: Lewis Bair, Janice Bell, Jeremy Cain, Jered Shipley

GGA: Grant Carmon, Joe Goodman, Jered Shipley (or Gary Enos), Chuck Schonauer (or Justin Dahl)

Recommendation

1. Provide direction to staff, consulting team, legal counsel, and or committees as needed on the recommendation(s) and/or other program components.
2. CGA & GGA Action: Approve Agreement Establishing a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin Amendment 1. (GSA Agreement Amendment)
3. CGA & GGA Action: Assign GSA Contracting with North Valley Community Foundation. (Contracting GSA)
4. CGA & GGA Action: Approve Agreement For Coordination to Implement a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (North Valley Community Foundation Agreement)
5. CGA & GGA Action: Approve Agreement for Well Mitigation Under the Pilot Domestic Well Mitigation Program for the Colusa Subbasin and for the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (Well Owner Agreement) Template.
6. CGA & GGA Action: Appoint two members to serve on the Program Eligibility Committee.

Attachments

- Draft Presentation
- Agreement Establishing a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin Amendment 1 (GSA Agreement Amendment) (tracked changes and clean versions)
- Agreement For Coordination to Implement a Pilot Domestic Well Mitigation Program for the Colusa Subbasin and the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (North Valley Community Foundation Agreement)
- Agreement for Well Mitigation Under the Pilot Domestic Well Mitigation Program for the Colusa Subbasin and for the Corning Subbasin GSA Portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin (Well Owner Agreement) Template

Colusa Subbasin Domestic Well Mitigation (DWM) Program Development

December 19, 2025

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Page | 8

CGA/GGA Joint Board | December 19, 2025 | 1:00 p.m.

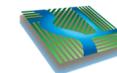
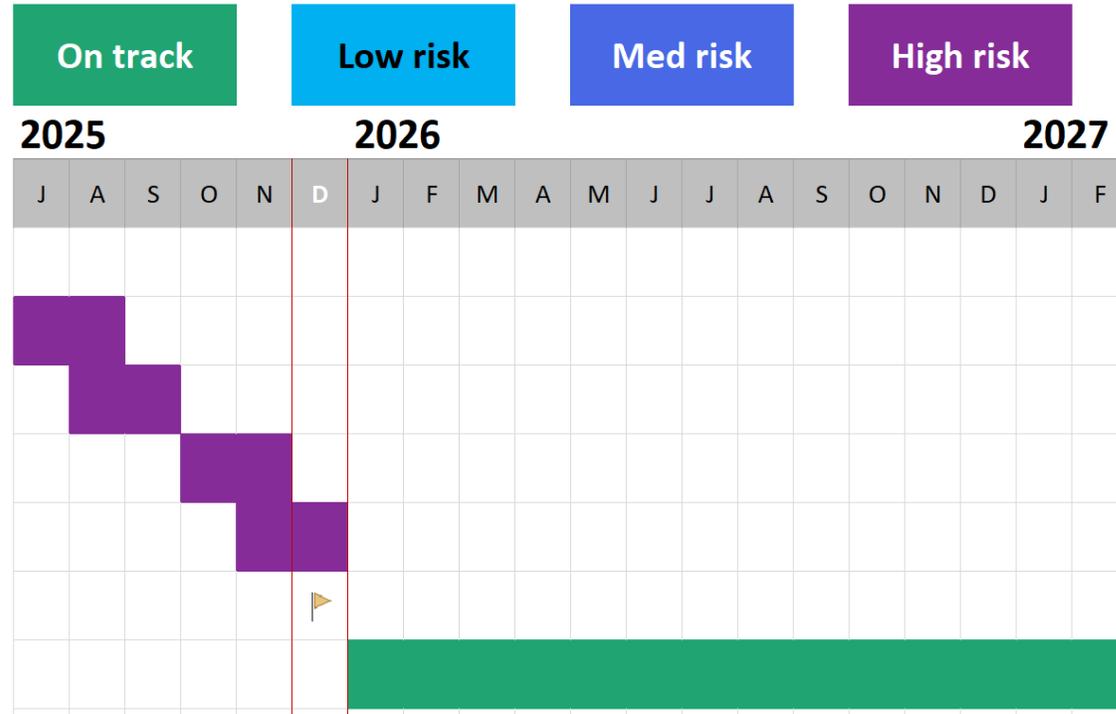


Timeline for DWM Program Development

Final Joint Board Meeting of 2025 (12/19)

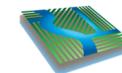
Colusa Subbasin Groundwater Sustainability Plan Implementation

Colusa Groundwater Authority and Glenn Groundwater Authority



Outline

- Review DWM Program Agreements
- Review Planned DWM Program Workflow
- Next Steps
 - Approve agreements:
 - *Consider amendment to GSA Agreement*
 - Approve NVCF Agreement
 - Approve Well Owner Agreement)
 - Select Contracting GSA with NVCF
 - Appoint Committee Members



Review DWM Program Agreements

- GSA Agreement (CGA, GGA, CSGSA) --- **Approved 11/21**
Consider amendment pending legal input
- NVCF Agreement (GSAs and NVCF) --- **Consider Approval 12/19**
- Well Owner Agreement (Well Owner and GSA) --- **Consider Approval 12/19**

Review GSA Agreement (Approved 11/21)

- Outlines proposed DWM pilot program structure, process, and decisions.
- Ad Hoc Committee 12/11 discussion raised questions for legal counsel
- Consider potential amendments if needed to specify:
 - “Implementation will proceed as available funding allows”
 - Implied, added to Well Owner Agreement
 - What will program do if someone already started fixing their well?
 - Added to Well Owner Agreement: *“Well conditions existing at the time the Well Owner Agreement is signed shall serve as the baseline condition for the Mitigation Package.”*
 - Appeal timeline: must initiate within 30 days (specific days not specified previously)
 - Temp. mitigation timeline if application denied: 60 days or end of following month (specific days not specified previously)
 - Added to NVCF Agreement to provide guidance for their roles/responsibilities

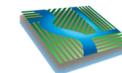
Review NVCF Agreement

- NVCF will partner with the GSAs to support DWM program implementation. (1 year term, may renew)
- Roles/Responsibilities:
 - GSAs to lead program decision-making, determine eligibility, and decide mitigation.
 - NVCF to serve as “boots on the ground” to complete well evaluation, implement mitigation (temporary and “long-term”).
- Compensation:
 - NVCF costs covered through monthly invoicing, initial seed funding (true-up at end).
 - Invoices: to one “Contracting GSA,” GSA cost-sharing behind the scenes.
 - Seed fund: principal transferred to NVCF at term start, principal + interest returned at term end.
 - GSA cost sharing:
 - Admin costs split by GSAs’ proportionate share (% of anticipated well impacts)
 - Well evaluation and mitigation costs covered based on location (by GSA)

Review Well Owner Agreement

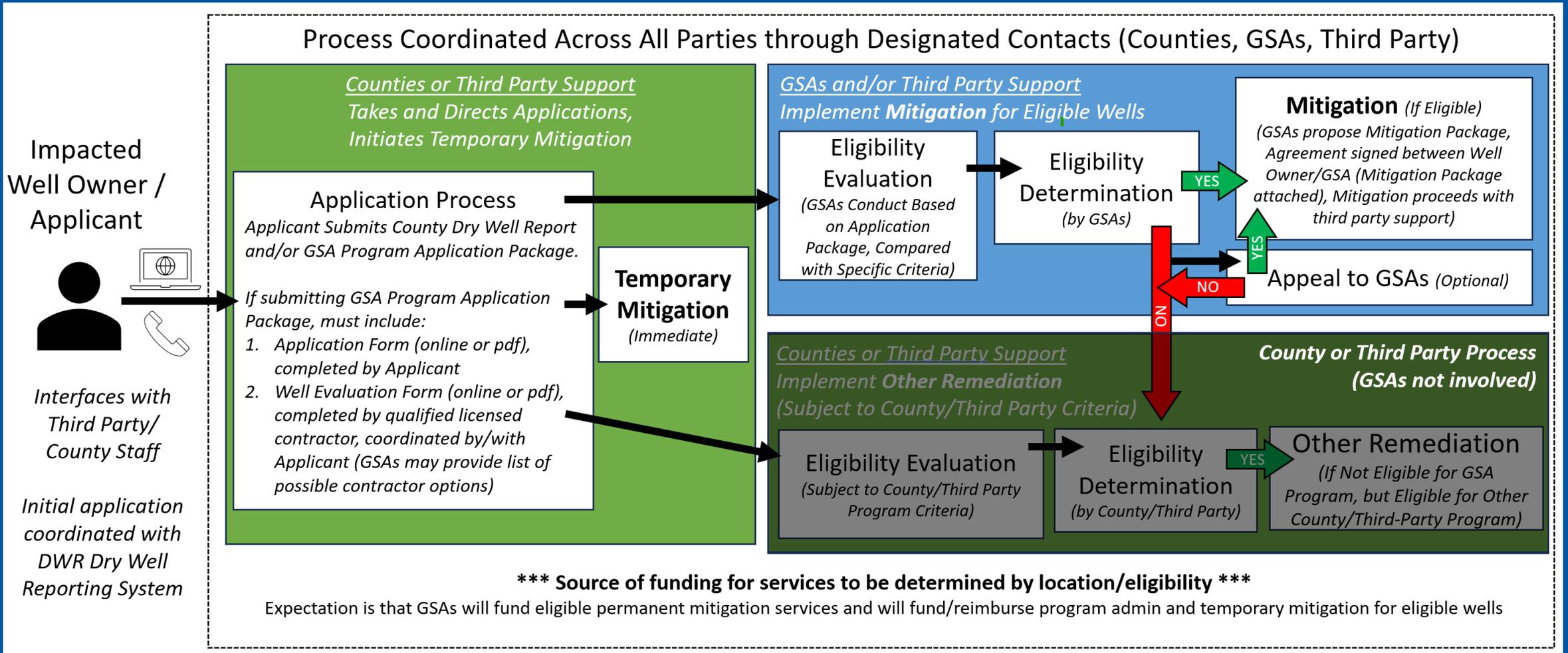
- Each GSA will sign an agreement with approved well owners in their GSA
- “Well Owner Agreement” is a template for those agreements:
 - Defines specific GSA-proposed Mitigation Package (what the GSAs agree to do)
 - Limits the GSA’s liability, and states the well owner’s responsibility for the well
 - Continuing education requirement (<https://privatewellclass.org/enroll>)
 - GSAs’ right to monitor groundwater levels
- Must be signed before mitigation occurs (via NVCF)

Review Planned DWM Program Workflow

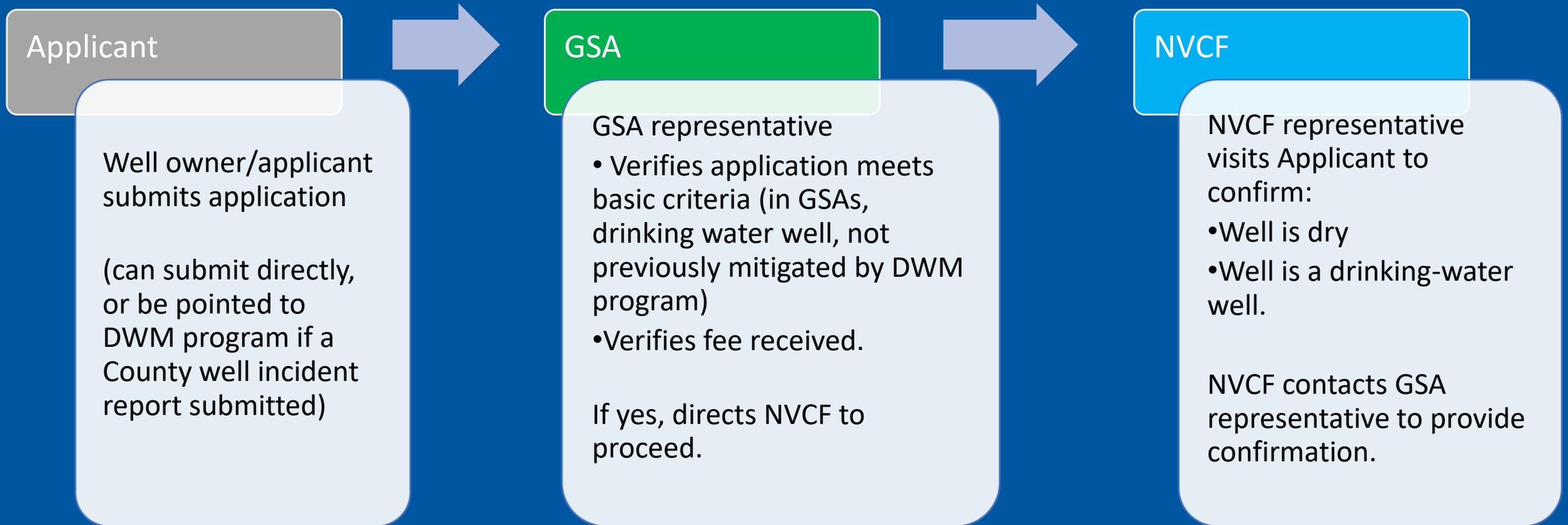


Proposed DWM Pilot Program Structure

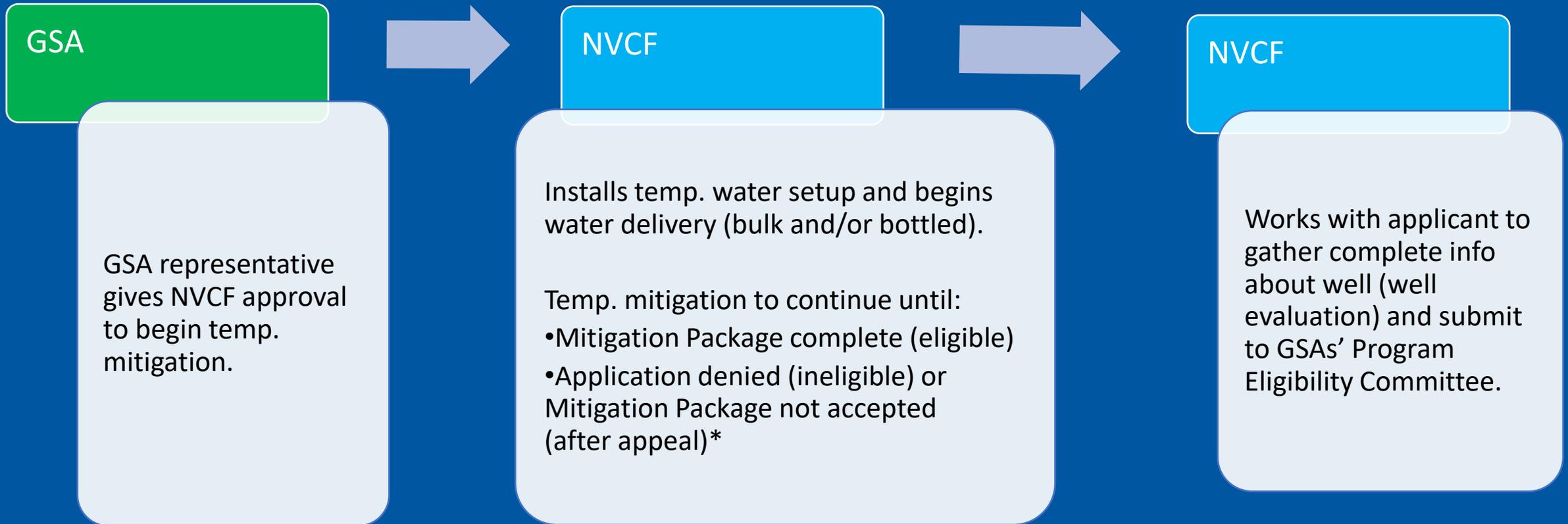
GSA's leading DWM Pilot Program (CGA, GGA, CSGSA) – 1-year pilot program, extending or amending after GSA's coordinating with NVCF, Colusa/Glenn Counties



Planned DWM Program Workflow

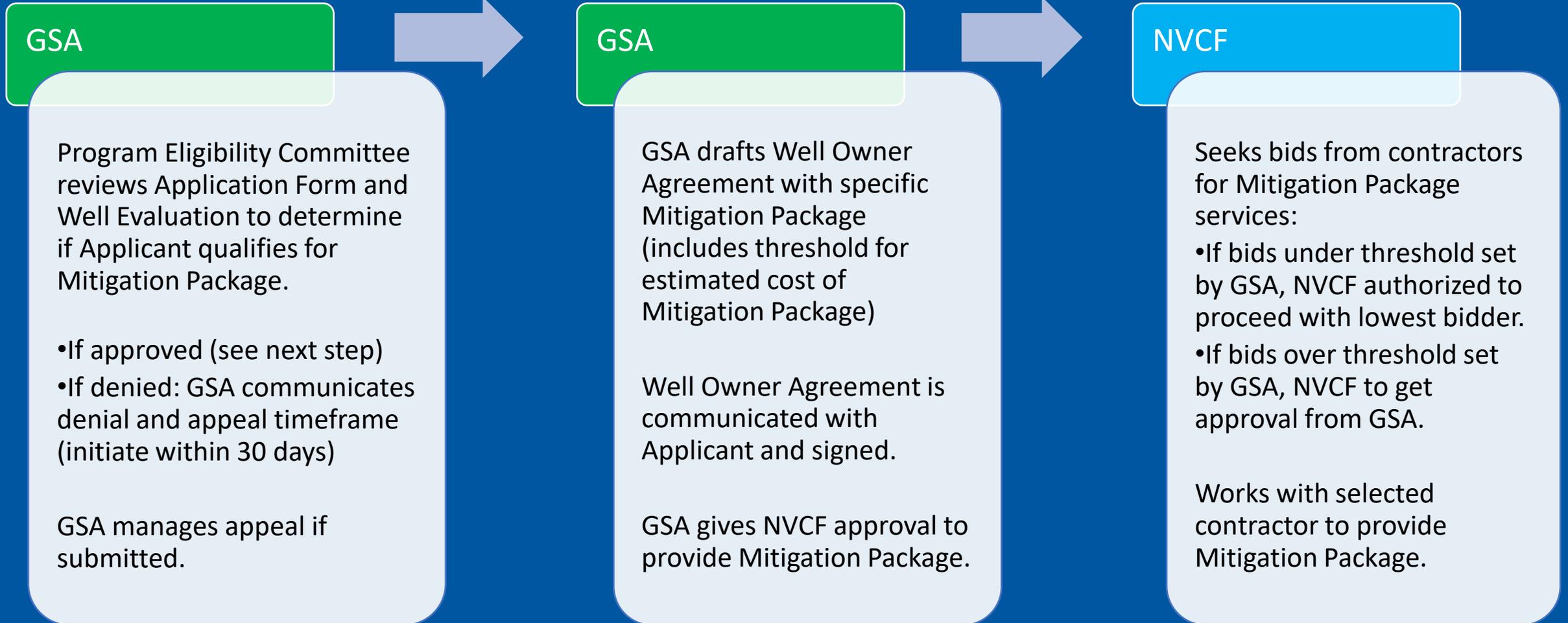


Planned DWM Program Workflow (continued)



** Cutoff within 60 days or end of next month; GSAs may allow additional time for completion of appeal.*

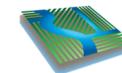
Planned DWM Program Workflow (continued)



Next Steps

- Approve agreements:
 - *Consider amendment to GSA Agreement*
 - Approve NVCF Agreement
 - Approve Well Owner Agreement)
- Select Contracting GSA with NVCF
- Appoint Committee Members
- Finalizing, Formatting, and Hosting Application through County(ies)
- Public Outreach Meeting in January (Info on DWM Program)

Questions and Discussion



AGREEMENT

ESTABLISHING A PILOT DOMESTIC WELL MITIGATION PROGRAM FOR THE COLUSA SUBBASIN AND THE CORNING SUBBASIN GSA PORTION OF THE CORNING SUBBASIN OF THE SACRAMENTO VALLEY GROUNDWATER BASIN

This Agreement (“Agreement”) is entered into and effective this ____ day of ____, 2025 (“Effective Date”), by and between the Groundwater Sustainability Agencies (“GSAs”) of the Colusa Groundwater Authority (“CGA”), the Glenn Groundwater Authority (“GGA”), and the Corning Subbasin Groundwater Sustainability Agency (“CSGSA”), collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Colusa Subbasin and Corning Subbasin of the Sacramento Valley Groundwater Basin (DWR Bulletin 118 No. 5-021.52 and 5-021.51, respectively) (“Subbasins”) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future agricultural, domestic, environmental, industrial, and municipal needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and
- C. **WHEREAS**, the Subbasins have been designated by the California Department of Water Resources (DWR) as high-priority subbasins and are subject to the requirements of SGMA; and
- D. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a GSA, or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- E. **WHEREAS**, the Colusa Subbasin is being managed by two GSAs, the CGA and GGA, whose boundaries are as set forth in Exhibit A; and
- F. **WHEREAS**, the Corning Subbasin is being managed by two GSAs, including the CSGSA whose boundaries are as set forth in Exhibit A; and
- G. **WHEREAS**, the Colusa Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and

- H. **WHEREAS**, the Corning Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and
- I. **WHEREAS**, each of the approved GSPs for the Subbasins includes a Memorandum of Understanding (MOU) committing the Parties to development and implementation of a Domestic Well Mitigation Program beginning no later than January 1, 2026; and
- J. **WHEREAS**, through their respective GSPs, each Party has committed to develop and implement a Domestic Well Mitigation Program within its respective service area; and
- K. **WHEREAS**, the Parties have agreed to satisfy that commitment by planning to develop a single, regional Domestic Well Mitigation Program which will cover their collective service areas; and
- L. **WHEREAS**, the Parties intend to initiate the regional Domestic Well Mitigation Program by first implementing a pilot well mitigation program whose findings will inform subsequent well mitigation program implementation; and
- M. **WHEREAS**, SGMA defines sustainable groundwater management as the management and use of groundwater in a manner that can be maintained during the GSP planning and implementation horizon without causing undesirable results; and
- N. **WHEREAS**, under SGMA the GSAs are responsible for managing their respective portions of the Subbasins under their respective GSPs to achieve and maintain sustainability according to conditions that have been caused by groundwater management in the Subbasins following the adoption of SGMA; and
- O. **WHEREAS**, the Parties acknowledge that sustainable management may result in some groundwater level decline during the GSP Implementation Period prior to achieving sustainable groundwater conditions in the Subbasins by or before 2042 as described in the approved GSPs, and that this decline may give rise to adverse impacts to some domestic wells and shallow wells that supply drinking water users (e.g., public water systems and state small water systems) in the Subbasins (collectively hereinafter referred to as “drinking water wells”); and
- P. **WHEREAS**, the Parties acknowledge that the number of drinking water wells that may be adversely impacted during the 20-year GSP Implementation Period (prior to 2042) is heavily dependent on hydrologic conditions, including precipitation and snowpack during that time period; and
- Q. **WHEREAS**, the Parties acknowledge that the number of drinking water wells that may be adversely impacted during the 20-year GSP Implementation Period (prior to 2042) may be affected by implementing projects and management actions in the Subbasins; and

- R. **WHEREAS**, the Parties acknowledge that SGMA requires sustainable groundwater management; however, SGMA does not require GSAs to develop well mitigation programs, nor does it make GSAs responsible for injury from overdraft, nor does it require or assign any liability to GSAs to provide, ensure, or guarantee any level of drinking water quality or access; and
- S. **WHEREAS**, the Parties acknowledge that the consideration, adoption, or implementation of any well mitigation program is purely for management purposes at the discretion of the GSAs, and does not reflect or otherwise represent any liability or responsibility of the GSAs to provide, ensure, or guarantee any level of drinking water quality or access; nor does it reflect or otherwise represent any liability or responsibility of the GSAs for groundwater decline, overdraft, or related to groundwater management thereof; and
- T. **WHEREAS**, the Parties acknowledge that well mitigation and related actions will be implemented in coordination with other programs in the Subbasins related to mitigating and resolving well issues and impacts, as applicable, including County-administered programs; and
- U. **WHEREAS**, the Parties recognize that adaptive management may be necessary to achieve and maintain sustainability under SGMA, and that adaptive management is expected to result in refinements to projects and management actions, including any well mitigation program, during the GSP Implementation Period.
- V. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to the terms in this Agreement, the purpose of which is to develop a Pilot Domestic Well Mitigation Program (Program) to mitigate drinking water well impacts for eligible wells in their respective service areas of the Subbasins:

AGREEMENT

1. PROGRAM EXTENT

The Parties agree that the Program will consider mitigation for drinking water wells located within the Parties' service areas (Exhibit A), subject to determination of eligibility (Section 7).

2. PROGRAM IMPLEMENTATION AND MANAGEMENT

Program management shall be facilitated by a single program manager or management entity ("Program Administrator"). The Program Administrator may be engaged:

- By the Parties on behalf of all Parties; and/or
- Through a third party, upon consent of all Parties.

The Parties agree that Program implementation governance and oversight shall be facilitated through a Program Eligibility Committee (Section 6).

Program development and implementation shall be guided by the Program Coordination Structure in Exhibit B. The Parties reserve the right to refine the Program Coordination Structure during Program implementation, upon consent of all Parties, as part of the Parties' adaptive management approach during Program implementation.

The Parties agree to coordinate Program implementation with other applicable programs in the Subbasins related to mitigating and resolving drinking water well issues and impacts, including County-administered programs.

The Parties reserve the right to contract or otherwise coordinate with one or more third parties to support Program implementation and management, at the discretion of the Parties.

The Parties may engage with County staff, third parties, and other coordinating parties (collectively referred to as "Program Partners") to fulfill the Program implementation and management responsibilities in this Agreement. While Program management decisions will be the responsibility of the Parties, it is anticipated that Program implementation and management will be coordinated with Program Partners and other applicable programs in the Subbasins.

3. PROGRAM APPLICATION

The Program application includes an application form and a well evaluation (together referred to as an "Application Package", Exhibit C):

- The application form (“Application Form”) is completed and submitted by the Applicant (Section 4).
- The well evaluation form (“Well Evaluation”) is completed by a licensed, qualified professional, initiated by or with the Applicant (Section 5).

The purpose of the Application Package is to identify drinking water well impacts in the Parties’ service areas, and to collect information needed to support the Program eligibility evaluation. An Application Package may be submitted by any person or entity, including the well owner, renters, or other interested parties (“Applicant”).

A completed Application Package must be received before the Parties may proceed with the Program eligibility evaluation (Section 7) or further actions.

The Parties shall coordinate the distribution and receipt of the Application Package materials with Program Partners and other applicable programs in the Subbasins related to mitigating and resolving drinking water well issues and impacts, to the extent practicable.

The Parties may collect an application fee from the Applicant with the Application Package, at the discretion of the Parties. The application fee may be reimbursed to the Applicant if the Application Package is approved.

4. APPLICATION FORM

The Application Form will provide information about the Applicant, the well owner (“Well Owner”), and the drinking water well (Exhibit C). Content will include, but will not necessarily be limited to the following:

- Applicant and well owner information (name, contact information, temporary mitigation needs, occupants of property).
- Well location and usage information (address, parcel information, well usage for drinking water).
- Well issue (type of well issue, approximate date well issue started).
- Well construction and operation information, if known (year drilled, well depth, pump depth, depth to water).
- Whether immediate temporary water supply is requested.

5. WELL EVALUATION

The Well Evaluation will provide information about the drinking water well, construction information, and technical information that explains the well issue (Exhibit C). The Well Evaluation must be completed through on-site inspection by a licensed, qualified professional (“Well Evaluation Contractor”). The Parties may provide a list of potential Well Evaluation Contractors to the Applicant or otherwise coordinate with Program Partner(s) to complete the Well Evaluation.

The Well Evaluation will include, but will not necessarily be limited to the following:

- Verification of well construction and operation information, as needed (well depth, pump depth, depth to water).
- Inspection of the conditions of the drinking water well, including assessment of the well issue(s) and underlying cause(s) of the issue(s).
- Recommendation of a potential mitigation measure to resolve the well issue(s).

The pilot Program may pay for the cost of the Well Evaluation, at the discretion of the Parties. However, the Parties acknowledge that any consideration or decision to pay for the cost of the Well Evaluation does not guarantee or otherwise indicate that the Application Package is eligible for the Program, nor does it reflect or otherwise represent any liability or responsibility of the GSAs to provide, ensure, or guarantee Program services except as otherwise provided through this Agreement.

6. ELIGIBILITY COMMITTEE

Each Party shall appoint two representatives to the Eligibility Committee. These representatives, and any other representatives appointed at the discretion of the Parties, will comprise the Eligibility Committee for the Program. The Eligibility Committee shall be authorized to take specific actions on behalf of the Parties’ governing bodies and make recommendations on topics related to Program implementation and management.

7. PROGRAM ELIGIBILITY

Upon receipt of a completed Application Form that requests immediate temporary water supply, the process set forth in Section 9 shall be triggered to consider and provide temporary mitigation prior to the completion of the Application Package (Application Form, plus Well Evaluation).

Upon receipt of a completed Application Package, the Eligibility Committee will review the Application Package to determine eligibility. The Eligibility Committee will

determine eligibility based on criteria that will include, but not necessarily be limited to the following:

- Well location is within the Program extent as defined in Section 1.
- Well is a drinking water well used primarily for drinking water supply.
- Well issue is related to GSA groundwater management with respect to groundwater level decline and/or land subsidence in the Subbasins.
- Well issue is not caused by a routine maintenance issue or other issue not related to GSA management with respect to groundwater level decline and/or land subsidence in the Subbasins.
- Well was not previously mitigated by the Program.

The Eligibility Committee will initially prioritize each Application Package based on the date the completed Application Package was received, although the Eligibility Committee may consider alternative prioritizations based on factors including, but not limited to, number of people served, availability of interim supplies, groundwater quality, and services provided through other programs.

Determinations by the Eligibility Committee must be based on consensus of the Eligibility Committee members present during the Application Package review. Any approval of an Application Package requires the affirmative consensus and support of the two representatives of the GSA that would be responsible for funding the mitigation (“Funding GSA”). If no consensus can be reached on a particular Application Package, the Eligibility Committee will issue a denial and the Applicant will have the opportunity to appeal to the respective GSA Board.

The Eligibility Committee will determine eligibility within a reasonable period after receiving the completed Application Package unless additional information is necessary. If additional information is deemed necessary, the Eligibility Committee will request the necessary additional information from the Applicant.

The Eligibility Committee will provide the eligibility determination to the Applicant in writing. If approved, the approval will provide a mitigation package that explains what actions are being recommended and which actions will be funded by the Program if accepted in the Well Owner Agreement, as set forth in Section 11. If denied, the determination will include information on how to appeal the determination.

8. APPEAL PROCESS

If an Application Package is denied, the Applicant may contact the Program Administrator to submit an appeal. An appeal must be initiated within 30 days of the date the denial is issued. The Program Administrator will inform the Applicant what additional information or clarification is needed to initiate an appeal. The appeal process will consist of an action item on the agenda of the Funding GSA who would be responsible for funding the requested mitigation. The Eligibility Committee will provide a staff report with a recommendation on this item and may present this report at the public meeting at which this item is agendized. The Applicant may also appear at the Funding GSA meeting to provide information and a response to the denial of the determination of eligibility. The Funding GSA Board may ask questions of either the Applicant or the Eligibility Committee representative.

9. PROGRAM MITIGATION MEASURES

The Program will consider the following eligible mitigation measures:

- Temporary Mitigation: In the event an Application Form identifies an emergent circumstance, and if immediate temporary water supply is requested in the Application Form, temporary mitigation will be initiated following initial review of the Application Form to verify that the well is within the service area boundaries of one of the Parties, that the well is a drinking water well, and that the well has not previously received mitigation through the Program. Temporary mitigation services are considered short-term solutions and emergency response. Temporary mitigation measures may include, but not necessarily be limited to the following:
 - Bottled drinking water delivery, and/or
 - Water tanks and bulk water delivery, including hook-up for domestic use of non-potable water.

The Program will provide and pay for the cost of temporary mitigation until the Eligibility Committee issues a determination. If the Application is approved, the Program will continue to provide and pay for the cost of temporary mitigation until the mitigation package is completed. If the Application is denied, the Program will ~~cease providing or paying no longer provide or pay~~ for the cost of temporary mitigation, although temporary mitigation may be provided and funded through other programs or sources, as available and applicable. The Parties will communicate the denial with the Applicant and indicate that the Program will cease providing or paying for the cost of temporary mitigation at the

end of the following month or 60 days after the determination (whichever is longer), allowing for conclusion of an Applicant's appeal at the discretion of the GSAs.

- **Program Mitigation:** Program mitigation will be set forth in any approval of an Application Package. Program mitigation measures may include, but not necessarily be limited to the following:
 - Deepening existing drinking water wells, or otherwise rehabilitating or replacing such wells (including abandonment of existing wells).
 - Lowering pumps in existing drinking water wells, or replacing pumps in existing wells.
 - Drinking water well consolidation (many-to-one).
 - Connection to or development of public water systems to serve impacted communities.
 - Connection to municipal water systems.

The Program will not provide non-eligible services, including, but not necessarily limited to:

- Ongoing maintenance of drinking water wells
- Landscaping
- Hardscaping
- Repair or replacement of piping or other distribution infrastructure associated with moving water from the repaired well to any other location
- Water or services for agricultural and/or livestock uses

The Parties agree that neither SGMA nor this Agreement make the GSAs responsible for injury from overdraft (i.e., the GSAs do not extract groundwater), nor do they require or assign any liability to the GSAs to provide, ensure, or guarantee any level of water quality or access.

10. PROGRAM MITIGATION

The Eligibility Committee shall include an outline of the Program mitigation (“Mitigation Package”) for each approved Application Package. The Mitigation Package is intended to provide the most durable, cost-effective long-term mitigation measure, as determined by the Parties through consideration of information documented in the Application Package. Offering of Mitigation Packages shall occur subject to the availability of Program funding.

11. WELL OWNER AGREEMENTS

Prior to taking actions or funding any Mitigation Package, the Funding GSA and the Well Owner shall enter into an agreement that sets forth the respective rights and responsibilities of each party in implementing the Mitigation Package (“Well Owner Agreement”). The Well Owner Agreement will include, but not necessarily be limited to the following:

- Documentation and acceptance of the Mitigation Package.
- Easement or land use permissions.
- Post-mitigation responsibility (Well Owner to be fully responsible for all operations, maintenance and repair of drinking water well following completion of services according to the Mitigation Package).
- Indemnification of the Parties.

12. FUNDING AND FINANCING

The Parties agree to fund the Program on an annual basis, commensurate with the scope of the Program and consistent with each Party’s proportionate responsibility (Section 13). The Parties will place annual funding in one or more interest-bearing account(s) managed by one or more Parties.

The anticipated total costs for well mitigation within the Parties’ service areas during the 20-year GSP Implementation Period (prior to 2042) are \$4,717,000, including the costs of implementing mitigation measures and the costs of administration. These anticipated total costs were determined based on the estimated number of drinking water well impacts that may occur and require mitigation in the Program extent during the GSP Implementation Period. However, the anticipated number of drinking water wells that may require mitigation and the estimated costs of mitigation measures are subject to refinement during the GSP Implementation Period, as more information is gained and as groundwater conditions change within the Program extent.

For budget planning purposes, the Parties shall plan to fund the Program based on a linear annual funding plan over a 10-year time horizon, i.e., \$471,700/year total across all Parties. For budget planning purposes, the Parties shall plan to raise and allocate sufficient funds to cover their respective share of total Program costs according to their agreed proportionate responsibility (Section 13).

Program administration costs shall be shared between the Parties according to their agreed proportionate responsibility (Section 13). Temporary mitigation and Program

mitigation costs shall be accounted, tracked, and funded based on the actual location where mitigation occurred (i.e., within the service area of a Party).

The Program shall track each Party's contributions to Program funding separately to facilitate annual budget review (Section 14). The Parties reserve the right to adaptively adjust their annual funding plan, as appropriate, to adequately fund actual mitigation and administration costs.

Program funding will come from one, or a combination, of the following sources established by the Parties:

- Reserve fund
- GSA fees and assessment
- Funds generated through implementation of other projects and management actions (e.g., fines and/or penalties)
- County/state/federal funding, as available
- Other sources, as identified

Program funding may be used to cover eligible Program activities, including but not necessarily limited to:

- Program administrative costs incurred by the Program Administrator.
- Application fee reimbursement for approved Application Packages, as set forth in Section 3.
- Well evaluation, as set forth in Section 5.
- Temporary mitigation, as set forth in Section 9.
- Program mitigation, as set forth in Section 9 and as agreed in Section 11.
- A seed fund accessible to the Program Administrator or Program Partners, at the discretion of the Parties, that may be used to support eligible Program activities.

13. PROPORTIONATE RESPONSIBILITY

The Parties agree to cooperate in good faith to fund Program activities undertaken in connection with this Agreement according to each Party's proportionate responsibility as shown in Exhibit D. The Parties will continue to cooperate and may adjust each Party's proportionate responsibility, as appropriate and mutually agreed, during Program implementation.

14. BUDGET CYCLE AND REVIEW

The Program budget cycle shall be on a calendar year basis. Not less than once per year, the Committee shall convene a meeting to review and discuss Program

implementation progress in the preceding year, allocated Program funds versus actual expenses in the preceding year, planned Program implementation in the subsequent year, and allocated Program funds versus anticipated expenses. The Committee may make recommendations to the Parties' governing bodies for consideration of adjustments to the annual funding amount.

15. TERM

Pilot Program implementation shall begin no later than January 1, 2026 and shall continue through December 31, 2026, representing the duration of the pilot Program ("Pilot Program Term"). The Parties may amend the Pilot Program Term upon mutual written consent of the Parties. The pilot Program shall cover eligible mitigation during the Pilot Program Term.

The pilot Program is considered a temporary solution to mitigating domestic well impacts, and the Parties intend to use the findings of the pilot Program to inform subsequent mitigation program implementation.

16. NOTICES

All notices required or permitted by this Agreement shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified herein.

The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To CGA GSA: Carol Thomas-Keefer, Program Manager
P.O. Box 475
Colusa, CA 95932

To GGA GSA: Lisa Hunter, Program Manager
225 North Tehama Street
Willows, CA 95988

To CSGSA: Lisa Hunter, Program Manager
225 North Tehama Street
Willows, CA 95988

Any Party may, by written notice to the other Party, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be

deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this Agreement on behalf of the Party whom he/she signs.

Colusa Groundwater Authority GSA

Date

Glenn Groundwater Authority GSA

Date

Corning Subbasin GSA

Date

Exhibit A.
Service Areas of the Parties.

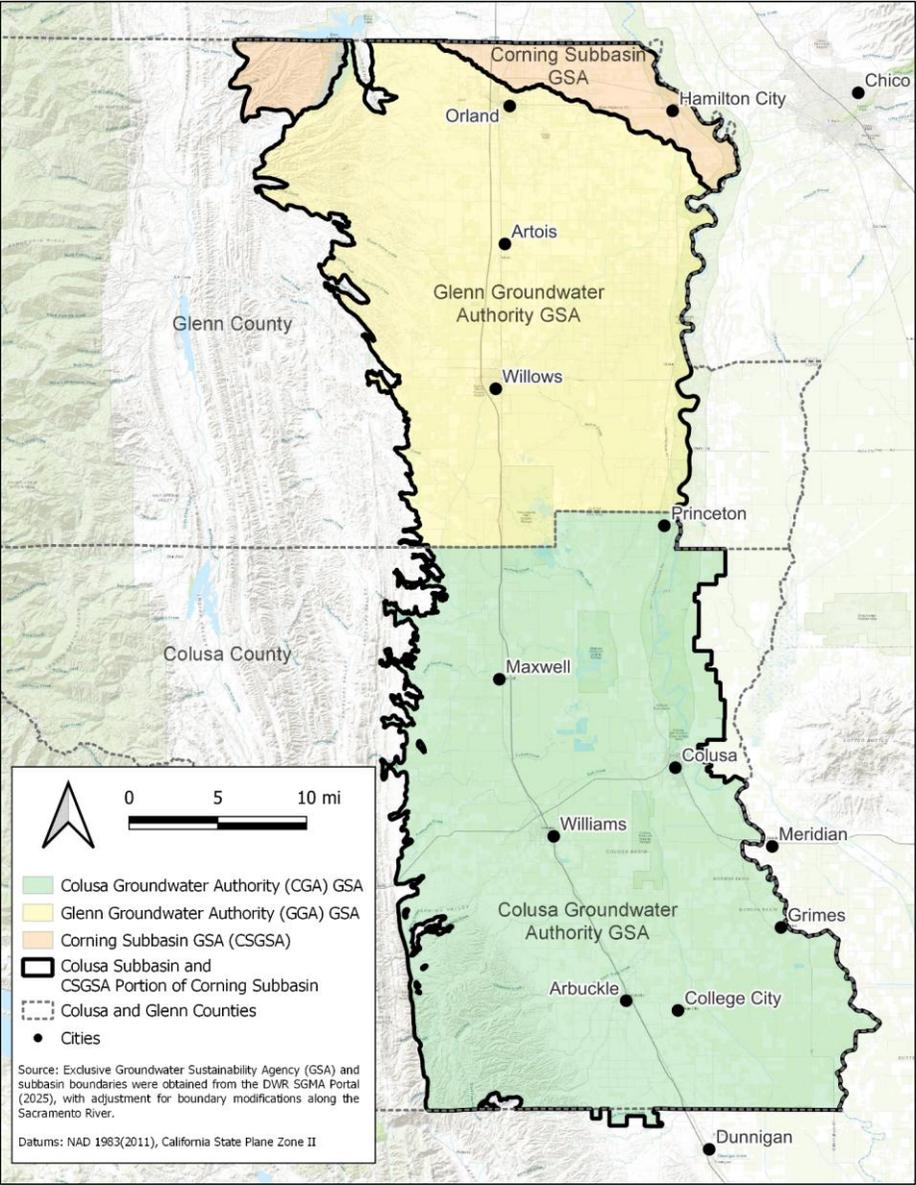


Exhibit B.

Program Coordination Structure.

Subject to refinement during Program implementation, as appropriate and mutually agreed by the Parties and Program Partners.

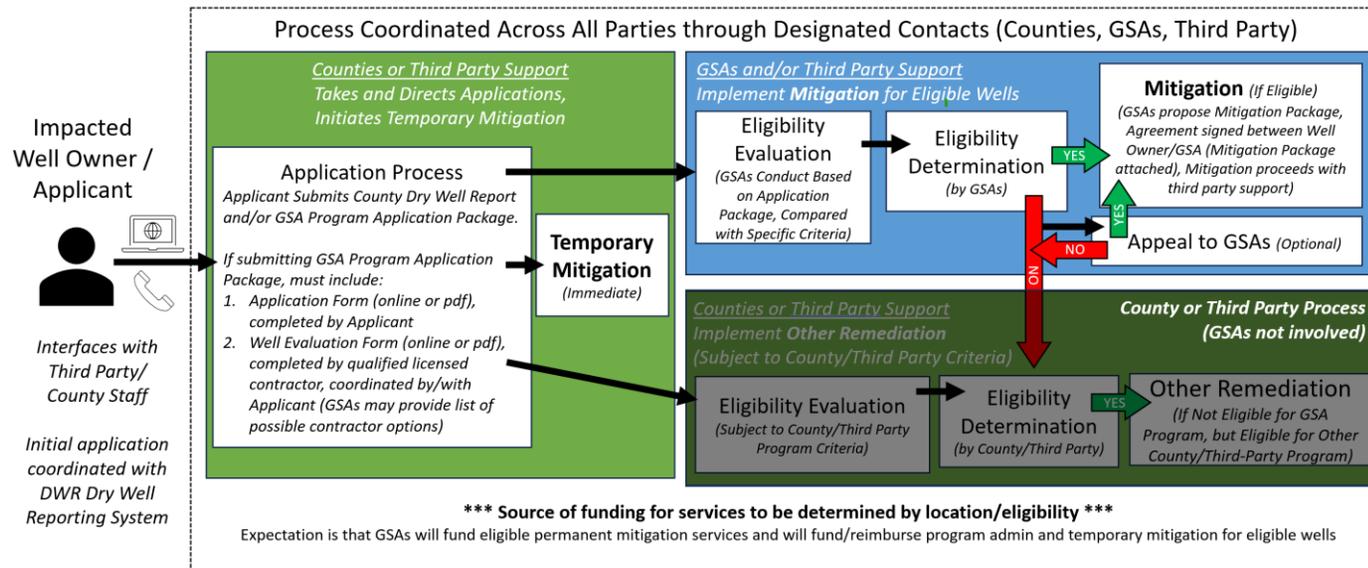


Exhibit C.

Program Application Package Content.

Subject to refinement during Program implementation, as appropriate and mutually agreed by the Parties.

Part 1: Application Form

Format: Online form or PDF, completed by Applicant.

Bold indicates categories and required content.

1. Applicant Information

- a. **Applicant info** (select/dropdown; well owner, renter, other)
- b. **Applicant name, contact info** (entry; first name, last name, email, phone, address)
- c. **Is Applicant the well owner?** (yes/no; if no, enter well owner name, contact info)
- d. **Is Applicant an occupant of the property?** (yes/no; if yes, enter number of occupants)
- e. **Do you require support with temporary water supplies (bottled water, water tank)?** (yes/no; if yes, select bottled water and/or water tank)
 - i. Optional space for additional notes if needed

2. Well Location and Use

- a. **Well type**
 - i. **Select well type** (select/dropdown; domestic, irrigation, combination irrigation/domestic, municipal)
 - ii. **Does this well supply drinking water?** (yes/no)
 - iii. **What is the primary use of the well?** (select: irrigation, residential, school/business, other with note written)
 - iv. **If the well supplies water for irrigation, what is the acreage served by the well?** (entry)
- b. **Well location**
 - i. **County** (select; Glenn County, Colusa County)
 - ii. **Address** (entry)
 - iii. APN (optional entry if known)

3. Well Issue

- a. **What is the issue affecting the well?** (select/dropdown; list of issue types expected to include: dry well (no water), reduced water pressure (less water), reduced or intermittent water available, reduced water quality (pumping air, sand, muddy water, etc.), other/unknown issue)
 - i. Optional space for additional notes if needed
- b. **Approximate date the issue started** (date entry)
- c. **Has the issue been fixed?** (yes/no)
 - i. If yes, select type of resolution: Pump lowered; Well deepened; Connected to municipal water supply; On drilling wait list; New well drilled; Other
 - ii. If no, select type of resolution: On drilling wait list (wait is extensive); Well owner cannot finance solution; Using temporary water supplies (bottled water and/or trucking in water); Other

iii. Space for additional notes if needed (required if “Other” selected)

4. Well Construction and Operation Information

Note that this information may be collected during well evaluation and is not strictly required in the Application Form.

- a. Depth of well (entry, ft)
- b. Depth of pump (entry, ft)
- c. Depth to water (entry, ft; with date measured, static measurement yes/no)
- d. Age of well (entry, or select year drilled or age range)

Part 2: Well Evaluation

Format: Online form or PDF, completed by licensed contractor, coordinated with Applicant.

Bold indicates categories and required content.

1. Applicant Information

Same as Part 1: Application Form content. Pre-populated from application and verified during evaluation.

2. Well Construction and Operation Information

Same as Part 1 Application Form content. Specific items to collect and verify:

- a. **Depth of well** (entry, ft)
- b. **Depth of pump** (entry, ft)
- c. **Depth to water** (entry, ft)
- d. **Age of well** (entry, or select year drilled or age range)
- e. **Description of well conditions, appearance, and status** (optional text entry)
- f. **Estimated remaining life of well if groundwater levels were sufficient** (entry)

3. Well Issue

Same as Part 1 Application Form content. Specific items to verify:

- a. **What is the apparent issue affecting the well?** (select: dry well (no water), reduced water pressure (less water), reduced or intermittent water available, reduced water quality (pumping air, sand, muddy water, etc.), other/unknown issue; space for additional notes if needed)
- b. **Has the issue been fixed?** (yes/no; space for additional notes if needed)
- c. Description of well issue (optional text entry)

4. Potential Mitigation Actions (select boxes)

(Final determination pending GSAs’ eligibility evaluation):

- a. Lowering pump in existing well, or replacing pump in existing well
- b. Deepening existing wells, or otherwise rehabilitating or replacing wells (including abandonment of existing wells)
- c. Other opportunities for connection (if available):
 - i. Connection to municipal or public water system
 - ii. Well consolidation
- d. Optional text entry for notes

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Exhibit D.

Program Proportionate Responsibility.

Subject to refinement during Program implementation, as appropriate and mutually agreed by the Parties.

Cost Sharing Approach:	Cost Sharing Based on Estimated Domestic Well Impacts at the Groundwater Level Minimum Thresholds (MTs) As Set in the Approved GSP for the GSA		
Party	Estimated Domestic Well Impacts at MTs	Cost Sharing Percentage (%)	Cost Sharing Amount (\$)
CGA GSA	45	42.0%	\$198,300
GGA GSA	54	50.5%	\$238,100
CSGSA	8	7.5%	\$35,300
TOTAL	107	100%	\$471,700

AGREEMENT

ESTABLISHING A PILOT DOMESTIC WELL MITIGATION PROGRAM FOR THE COLUSA SUBBASIN AND THE CORNING SUBBASIN GSA PORTION OF THE CORNING SUBBASIN OF THE SACRAMENTO VALLEY GROUNDWATER BASIN

This Agreement (“Agreement”) is entered into and effective this ____ day of ____, 2025 (“Effective Date”), by and between the Groundwater Sustainability Agencies (“GSAs”) of the Colusa Groundwater Authority (“CGA”), the Glenn Groundwater Authority (“GGA”), and the Corning Subbasin Groundwater Sustainability Agency (“CSGSA”), collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Colusa Subbasin and Corning Subbasin of the Sacramento Valley Groundwater Basin (DWR Bulletin 118 No. 5-021.52 and 5-021.51, respectively) (“Subbasins”) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future agricultural, domestic, environmental, industrial, and municipal needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and
- C. **WHEREAS**, the Subbasins have been designated by the California Department of Water Resources (DWR) as high-priority subbasins and are subject to the requirements of SGMA; and
- D. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a GSA, or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- E. **WHEREAS**, the Colusa Subbasin is being managed by two GSAs, the CGA and GGA, whose boundaries are as set forth in Exhibit A; and
- F. **WHEREAS**, the Corning Subbasin is being managed by two GSAs, including the CSGSA whose boundaries are as set forth in Exhibit A; and
- G. **WHEREAS**, the Colusa Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and

- H. **WHEREAS**, the Corning Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and
- I. **WHEREAS**, each of the approved GSPs for the Subbasins includes a Memorandum of Understanding (MOU) committing the Parties to development and implementation of a Domestic Well Mitigation Program beginning no later than January 1, 2026; and
- J. **WHEREAS**, through their respective GSPs, each Party has committed to develop and implement a Domestic Well Mitigation Program within its respective service area; and
- K. **WHEREAS**, the Parties have agreed to satisfy that commitment by planning to develop a single, regional Domestic Well Mitigation Program which will cover their collective service areas; and
- L. **WHEREAS**, the Parties intend to initiate the regional Domestic Well Mitigation Program by first implementing a pilot well mitigation program whose findings will inform subsequent well mitigation program implementation; and
- M. **WHEREAS**, SGMA defines sustainable groundwater management as the management and use of groundwater in a manner that can be maintained during the GSP planning and implementation horizon without causing undesirable results; and
- N. **WHEREAS**, under SGMA the GSAs are responsible for managing their respective portions of the Subbasins under their respective GSPs to achieve and maintain sustainability according to conditions that have been caused by groundwater management in the Subbasins following the adoption of SGMA; and
- O. **WHEREAS**, the Parties acknowledge that sustainable management may result in some groundwater level decline during the GSP Implementation Period prior to achieving sustainable groundwater conditions in the Subbasins by or before 2042 as described in the approved GSPs, and that this decline may give rise to adverse impacts to some domestic wells and shallow wells that supply drinking water users (e.g., public water systems and state small water systems) in the Subbasins (collectively hereinafter referred to as “drinking water wells”); and
- P. **WHEREAS**, the Parties acknowledge that the number of drinking water wells that may be adversely impacted during the 20-year GSP Implementation Period (prior to 2042) is heavily dependent on hydrologic conditions, including precipitation and snowpack during that time period; and
- Q. **WHEREAS**, the Parties acknowledge that the number of drinking water wells that may be adversely impacted during the 20-year GSP Implementation Period (prior to 2042) may be affected by implementing projects and management actions in the Subbasins; and

- R. **WHEREAS**, the Parties acknowledge that SGMA requires sustainable groundwater management; however, SGMA does not require GSAs to develop well mitigation programs, nor does it make GSAs responsible for injury from overdraft, nor does it require or assign any liability to GSAs to provide, ensure, or guarantee any level of drinking water quality or access; and
- S. **WHEREAS**, the Parties acknowledge that the consideration, adoption, or implementation of any well mitigation program is purely for management purposes at the discretion of the GSAs, and does not reflect or otherwise represent any liability or responsibility of the GSAs to provide, ensure, or guarantee any level of drinking water quality or access; nor does it reflect or otherwise represent any liability or responsibility of the GSAs for groundwater decline, overdraft, or related to groundwater management thereof; and
- T. **WHEREAS**, the Parties acknowledge that well mitigation and related actions will be implemented in coordination with other programs in the Subbasins related to mitigating and resolving well issues and impacts, as applicable, including County-administered programs; and
- U. **WHEREAS**, the Parties recognize that adaptive management may be necessary to achieve and maintain sustainability under SGMA, and that adaptive management is expected to result in refinements to projects and management actions, including any well mitigation program, during the GSP Implementation Period.
- V. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to the terms in this Agreement, the purpose of which is to develop a Pilot Domestic Well Mitigation Program (Program) to mitigate drinking water well impacts for eligible wells in their respective service areas of the Subbasins:

AGREEMENT

1. PROGRAM EXTENT

The Parties agree that the Program will consider mitigation for drinking water wells located within the Parties' service areas (Exhibit A), subject to determination of eligibility (Section 7).

2. PROGRAM IMPLEMENTATION AND MANAGEMENT

Program management shall be facilitated by a single program manager or management entity ("Program Administrator"). The Program Administrator may be engaged:

- By the Parties on behalf of all Parties; and/or
- Through a third party, upon consent of all Parties.

The Parties agree that Program implementation governance and oversight shall be facilitated through a Program Eligibility Committee (Section 6).

Program development and implementation shall be guided by the Program Coordination Structure in Exhibit B. The Parties reserve the right to refine the Program Coordination Structure during Program implementation, upon consent of all Parties, as part of the Parties' adaptive management approach during Program implementation.

The Parties agree to coordinate Program implementation with other applicable programs in the Subbasins related to mitigating and resolving drinking water well issues and impacts, including County-administered programs.

The Parties reserve the right to contract or otherwise coordinate with one or more third parties to support Program implementation and management, at the discretion of the Parties.

The Parties may engage with County staff, third parties, and other coordinating parties (collectively referred to as "Program Partners") to fulfill the Program implementation and management responsibilities in this Agreement. While Program management decisions will be the responsibility of the Parties, it is anticipated that Program implementation and management will be coordinated with Program Partners and other applicable programs in the Subbasins.

3. PROGRAM APPLICATION

The Program application includes an application form and a well evaluation (together referred to as an “Application Package”, Exhibit C):

- The application form (“Application Form”) is completed and submitted by the Applicant (Section 4).
- The well evaluation form (“Well Evaluation”) is completed by a licensed, qualified professional, initiated by or with the Applicant (Section 5).

The purpose of the Application Package is to identify drinking water well impacts in the Parties’ service areas, and to collect information needed to support the Program eligibility evaluation. An Application Package may be submitted by any person or entity, including the well owner, renters, or other interested parties (“Applicant”).

A completed Application Package must be received before the Parties may proceed with the Program eligibility evaluation (Section 7) or further actions.

The Parties shall coordinate the distribution and receipt of the Application Package materials with Program Partners and other applicable programs in the Subbasins related to mitigating and resolving drinking water well issues and impacts, to the extent practicable.

The Parties may collect an application fee from the Applicant with the Application Package, at the discretion of the Parties. The application fee may be reimbursed to the Applicant if the Application Package is approved.

4. APPLICATION FORM

The Application Form will provide information about the Applicant, the well owner (“Well Owner”), and the drinking water well (Exhibit C). Content will include, but will not necessarily be limited to the following:

- Applicant and well owner information (name, contact information, temporary mitigation needs, occupants of property).
- Well location and usage information (address, parcel information, well usage for drinking water).
- Well issue (type of well issue, approximate date well issue started).
- Well construction and operation information, if known (year drilled, well depth, pump depth, depth to water).
- Whether immediate temporary water supply is requested.

5. WELL EVALUATION

The Well Evaluation will provide information about the drinking water well, construction information, and technical information that explains the well issue (Exhibit C). The Well Evaluation must be completed through on-site inspection by a licensed, qualified professional (“Well Evaluation Contractor”). The Parties may provide a list of potential Well Evaluation Contractors to the Applicant or otherwise coordinate with Program Partner(s) to complete the Well Evaluation.

The Well Evaluation will include, but will not necessarily be limited to the following:

- Verification of well construction and operation information, as needed (well depth, pump depth, depth to water).
- Inspection of the conditions of the drinking water well, including assessment of the well issue(s) and underlying cause(s) of the issue(s).
- Recommendation of a potential mitigation measure to resolve the well issue(s).

The pilot Program may pay for the cost of the Well Evaluation, at the discretion of the Parties. However, the Parties acknowledge that any consideration or decision to pay for the cost of the Well Evaluation does not guarantee or otherwise indicate that the Application Package is eligible for the Program, nor does it reflect or otherwise represent any liability or responsibility of the GSAs to provide, ensure, or guarantee Program services except as otherwise provided through this Agreement.

6. ELIGIBILITY COMMITTEE

Each Party shall appoint two representatives to the Eligibility Committee. These representatives, and any other representatives appointed at the discretion of the Parties, will comprise the Eligibility Committee for the Program. The Eligibility Committee shall be authorized to take specific actions on behalf of the Parties’ governing bodies and make recommendations on topics related to Program implementation and management.

7. PROGRAM ELIGIBILITY

Upon receipt of a completed Application Form that requests immediate temporary water supply, the process set forth in Section 9 shall be triggered to consider and provide temporary mitigation prior to the completion of the Application Package (Application Form, plus Well Evaluation).

Upon receipt of a completed Application Package, the Eligibility Committee will review the Application Package to determine eligibility. The Eligibility Committee will

determine eligibility based on criteria that will include, but not necessarily be limited to the following:

- Well location is within the Program extent as defined in Section 1.
- Well is a drinking water well used primarily for drinking water supply.
- Well issue is related to GSA groundwater management with respect to groundwater level decline and/or land subsidence in the Subbasins.
- Well issue is not caused by a routine maintenance issue or other issue not related to GSA management with respect to groundwater level decline and/or land subsidence in the Subbasins.
- Well was not previously mitigated by the Program.

The Eligibility Committee will initially prioritize each Application Package based on the date the completed Application Package was received, although the Eligibility Committee may consider alternative prioritizations based on factors including, but not limited to, number of people served, availability of interim supplies, groundwater quality, and services provided through other programs.

Determinations by the Eligibility Committee must be based on consensus of the Eligibility Committee members present during the Application Package review. Any approval of an Application Package requires the affirmative consensus and support of the two representatives of the GSA that would be responsible for funding the mitigation (“Funding GSA”). If no consensus can be reached on a particular Application Package, the Eligibility Committee will issue a denial and the Applicant will have the opportunity to appeal to the respective GSA Board.

The Eligibility Committee will determine eligibility within a reasonable period after receiving the completed Application Package unless additional information is necessary. If additional information is deemed necessary, the Eligibility Committee will request the necessary additional information from the Applicant.

The Eligibility Committee will provide the eligibility determination to the Applicant in writing. If approved, the approval will provide a mitigation package that explains what actions are being recommended and which actions will be funded by the Program if accepted in the Well Owner Agreement, as set forth in Section 11. If denied, the determination will include information on how to appeal the determination.

8. APPEAL PROCESS

If an Application Package is denied, the Applicant may contact the Program Administrator to submit an appeal. An appeal must be initiated within 30 days of the date the denial is issued. The Program Administrator will inform the Applicant what additional information or clarification is needed to initiate an appeal. The appeal process will consist of an action item on the agenda of the Funding GSA who would be responsible for funding the requested mitigation. The Eligibility Committee will provide a staff report with a recommendation on this item and may present this report at the public meeting at which this item is agendaized. The Applicant may also appear at the Funding GSA meeting to provide information and a response to the denial of the determination of eligibility. The Funding GSA Board may ask questions of either the Applicant or the Eligibility Committee representative.

9. PROGRAM MITIGATION MEASURES

The Program will consider the following eligible mitigation measures:

- Temporary Mitigation: In the event an Application Form identifies an emergent circumstance, and if immediate temporary water supply is requested in the Application Form, temporary mitigation will be initiated following initial review of the Application Form to verify that the well is within the service area boundaries of one of the Parties, that the well is a drinking water well, and that the well has not previously received mitigation through the Program. Temporary mitigation services are considered short-term solutions and emergency response. Temporary mitigation measures may include, but not necessarily be limited to the following:
 - Bottled drinking water delivery, and/or
 - Water tanks and bulk water delivery, including hook-up for domestic use of non-potable water.

The Program will provide and pay for the cost of temporary mitigation until the Eligibility Committee issues a determination. If the Application is approved, the Program will continue to provide and pay for the cost of temporary mitigation until the mitigation package is completed. If the Application is denied, the Program will cease providing or paying for the cost of temporary mitigation, although temporary mitigation may be provided and funded through other programs or sources, as available and applicable. The Parties will communicate the denial with the Applicant and indicate that the Program will cease providing or paying for the cost of temporary mitigation at the end of the following month

or 60 days after the determination (whichever is longer), allowing for conclusion of an Applicant's appeal at the discretion of the GSAs.

- Program Mitigation: Program mitigation will be set forth in any approval of an Application Package. Program mitigation measures may include, but not necessarily be limited to the following:
 - Deepening existing drinking water wells, or otherwise rehabilitating or replacing such wells (including abandonment of existing wells).
 - Lowering pumps in existing drinking water wells, or replacing pumps in existing wells.
 - Drinking water well consolidation (many-to-one).
 - Connection to or development of public water systems to serve impacted communities.
 - Connection to municipal water systems.

The Program will not provide non-eligible services, including, but not necessarily limited to:

- Ongoing maintenance of drinking water wells
- Landscaping
- Hardscaping
- Repair or replacement of piping or other distribution infrastructure associated with moving water from the repaired well to any other location
- Water or services for agricultural and/or livestock uses

The Parties agree that neither SGMA nor this Agreement make the GSAs responsible for injury from overdraft (i.e., the GSAs do not extract groundwater), nor do they require or assign any liability to the GSAs to provide, ensure, or guarantee any level of water quality or access.

10. PROGRAM MITIGATION

The Eligibility Committee shall include an outline of the Program mitigation ("Mitigation Package") for each approved Application Package. The Mitigation Package is intended to provide the most durable, cost-effective long-term mitigation measure, as determined by the Parties through consideration of information documented in the Application Package. Offering of Mitigation Packages shall occur subject to the availability of Program funding.

11. WELL OWNER AGREEMENTS

Prior to taking actions or funding any Mitigation Package, the Funding GSA and the Well Owner shall enter into an agreement that sets forth the respective rights and responsibilities of each party in implementing the Mitigation Package (“Well Owner Agreement”). The Well Owner Agreement will include, but not necessarily be limited to the following:

- Documentation and acceptance of the Mitigation Package.
- Easement or land use permissions.
- Post-mitigation responsibility (Well Owner to be fully responsible for all operations, maintenance and repair of drinking water well following completion of services according to the Mitigation Package).
- Indemnification of the Parties.

12. FUNDING AND FINANCING

The Parties agree to fund the Program on an annual basis, commensurate with the scope of the Program and consistent with each Party’s proportionate responsibility (Section 13). The Parties will place annual funding in one or more interest-bearing account(s) managed by one or more Parties.

The anticipated total costs for well mitigation within the Parties’ service areas during the 20-year GSP Implementation Period (prior to 2042) are \$4,717,000, including the costs of implementing mitigation measures and the costs of administration. These anticipated total costs were determined based on the estimated number of drinking water well impacts that may occur and require mitigation in the Program extent during the GSP Implementation Period. However, the anticipated number of drinking water wells that may require mitigation and the estimated costs of mitigation measures are subject to refinement during the GSP Implementation Period, as more information is gained and as groundwater conditions change within the Program extent.

For budget planning purposes, the Parties shall plan to fund the Program based on a linear annual funding plan over a 10-year time horizon, i.e., \$471,700/year total across all Parties. For budget planning purposes, the Parties shall plan to raise and allocate sufficient funds to cover their respective share of total Program costs according to their agreed proportionate responsibility (Section 13).

Program administration costs shall be shared between the Parties according to their agreed proportionate responsibility (Section 13). Temporary mitigation and Program

mitigation costs shall be accounted, tracked, and funded based on the actual location where mitigation occurred (i.e., within the service area of a Party).

The Program shall track each Party's contributions to Program funding separately to facilitate annual budget review (Section 14). The Parties reserve the right to adaptively adjust their annual funding plan, as appropriate, to adequately fund actual mitigation and administration costs.

Program funding will come from one, or a combination, of the following sources established by the Parties:

- Reserve fund
- GSA fees and assessment
- Funds generated through implementation of other projects and management actions (e.g., fines and/or penalties)
- County/state/federal funding, as available
- Other sources, as identified

Program funding may be used to cover eligible Program activities, including but not necessarily limited to:

- Program administrative costs incurred by the Program Administrator.
- Application fee reimbursement for approved Application Packages, as set forth in Section 3.
- Well evaluation, as set forth in Section 5.
- Temporary mitigation, as set forth in Section 9.
- Program mitigation, as set forth in Section 9 and as agreed in Section 11.
- A seed fund accessible to the Program Administrator or Program Partners, at the discretion of the Parties, that may be used to support eligible Program activities.

13. PROPORTIONATE RESPONSIBILITY

The Parties agree to cooperate in good faith to fund Program activities undertaken in connection with this Agreement according to each Party's proportionate responsibility as shown in Exhibit D. The Parties will continue to cooperate and may adjust each Party's proportionate responsibility, as appropriate and mutually agreed, during Program implementation.

14. BUDGET CYCLE AND REVIEW

The Program budget cycle shall be on a calendar year basis. Not less than once per year, the Committee shall convene a meeting to review and discuss Program implementation progress in the preceding year, allocated Program funds versus actual expenses in the preceding year, planned Program implementation in the subsequent year, and allocated Program funds versus anticipated expenses. The Committee may make recommendations to the Parties' governing bodies for consideration of adjustments to the annual funding amount.

15. TERM

Pilot Program implementation shall begin no later than January 1, 2026 and shall continue through December 31, 2026, representing the duration of the pilot Program ("Pilot Program Term"). The Parties may amend the Pilot Program Term upon mutual written consent of the Parties. The pilot Program shall cover eligible mitigation during the Pilot Program Term.

The pilot Program is considered a temporary solution to mitigating domestic well impacts, and the Parties intend to use the findings of the pilot Program to inform subsequent mitigation program implementation.

16. NOTICES

All notices required or permitted by this Agreement shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified herein.

The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To CGA GSA: Carol Thomas-Keefer, Program Manager
P.O. Box 475
Colusa, CA 95932

To GGA GSA: Lisa Hunter, Program Manager
225 North Tehama Street
Willows, CA 95988

To CSGSA: Lisa Hunter, Program Manager
225 North Tehama Street
Willows, CA 95988

Any Party may, by written notice to the other Party, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this Agreement on behalf of the Party whom he/she signs.

Colusa Groundwater Authority GSA

Date

Glenn Groundwater Authority GSA

Date

Corning Subbasin GSA

Date

Exhibit A.

Service Areas of the Parties.

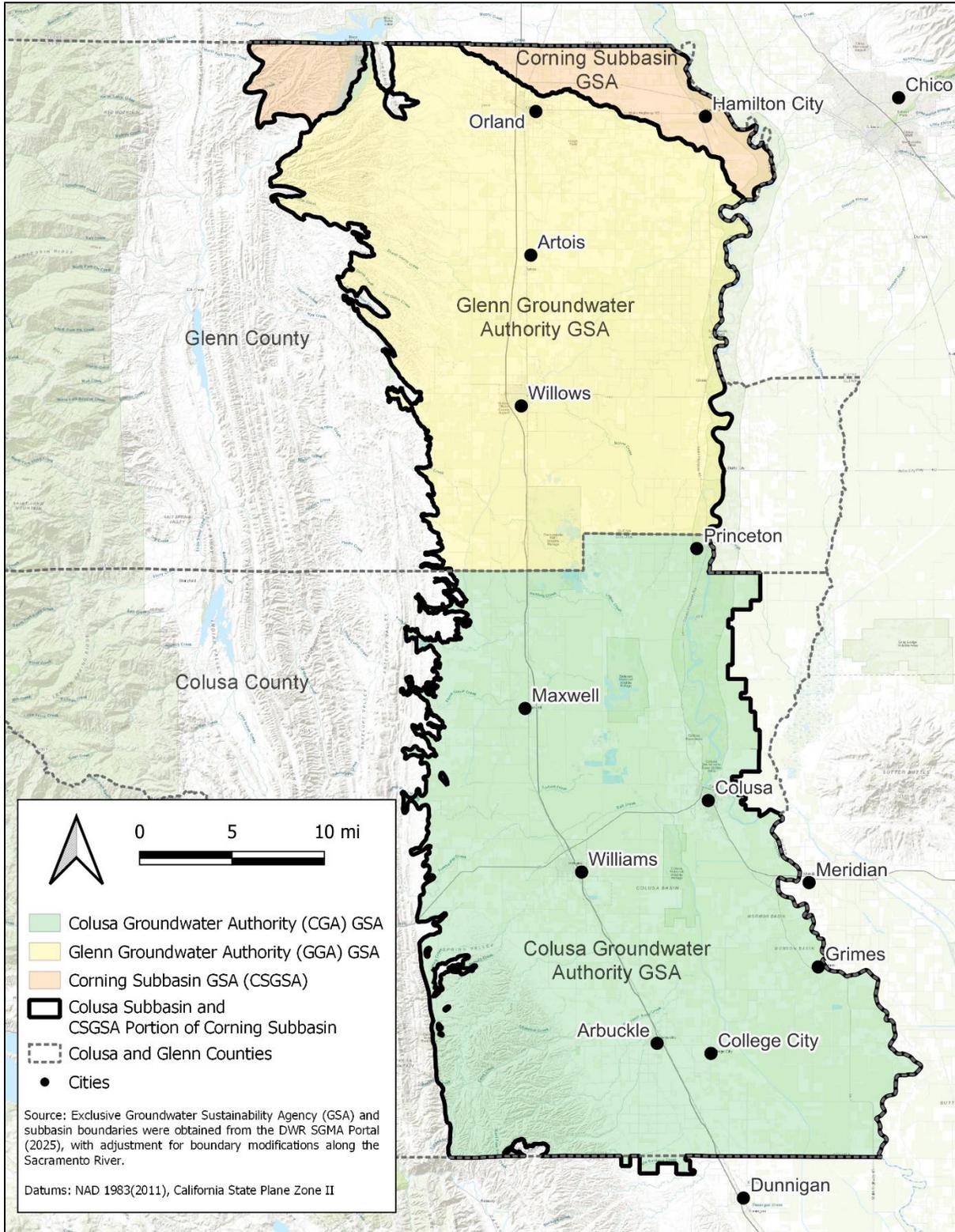


Exhibit C.

Program Application Package Content.

Subject to refinement during Program implementation, as appropriate and mutually agreed by the Parties.

Part 1: Application Form

Format: Online form or PDF, completed by Applicant.

Bold indicates categories and required content.

1. Applicant Information

- a. **Applicant info** (select/dropdown; well owner, renter, other)
- b. **Applicant name, contact info** (entry; first name, last name, email, phone, address)
- c. **Is Applicant the well owner?** (yes/no; if no, enter well owner name, contact info)
- d. **Is Applicant an occupant of the property?** (yes/no; if yes, enter number of occupants)
- e. **Do you require support with temporary water supplies (bottled water, water tank)?** (yes/no; if yes, select bottled water and/or water tank)
 - i. Optional space for additional notes if needed

2. Well Location and Use

- a. **Well type**
 - i. **Select well type** (select/dropdown; domestic, irrigation, combination irrigation/domestic, municipal)
 - ii. **Does this well supply drinking water?** (yes/no)
 - iii. **What is the primary use of the well?** (select: irrigation, residential, school/business, other with note written)
 - iv. **If the well supplies water for irrigation, what is the acreage served by the well?** (entry)
- b. **Well location**
 - i. **County** (select; Glenn County, Colusa County)
 - ii. **Address** (entry)
 - iii. APN (optional entry if known)

3. Well Issue

- a. **What is the issue affecting the well?** (select/dropdown; list of issue types expected to include: dry well (no water), reduced water pressure (less water), reduced or intermittent water available, reduced water quality (pumping air, sand, muddy water, etc.), other/unknown issue)
 - i. Optional space for additional notes if needed
- b. **Approximate date the issue started** (date entry)
- c. **Has the issue been fixed?** (yes/no)
 - i. If yes, select type of resolution: Pump lowered; Well deepened; Connected to municipal water supply; On drilling wait list; New well drilled; Other
 - ii. If no, select type of resolution: On drilling wait list (wait is extensive); Well owner cannot finance solution; Using temporary water supplies (bottled water and/or trucking in water); Other

iii. Space for additional notes if needed (required if “Other” selected)

4. Well Construction and Operation Information

Note that this information may be collected during well evaluation and is not strictly required in the Application Form.

- a. Depth of well (entry, ft)
- b. Depth of pump (entry, ft)
- c. Depth to water (entry, ft; with date measured, static measurement yes/no)
- d. Age of well (entry, or select year drilled or age range)

Part 2: Well Evaluation

Format: Online form or PDF, completed by licensed contractor, coordinated with Applicant.

Bold indicates categories and required content.

1. Applicant Information

Same as Part 1: Application Form content. Pre-populated from application and verified during evaluation.

2. Well Construction and Operation Information

Same as Part 1 Application Form content. Specific items to collect and verify:

- a. **Depth of well** (entry, ft)
- b. **Depth of pump** (entry, ft)
- c. **Depth to water** (entry, ft)
- d. **Age of well** (entry, or select year drilled or age range)
- e. **Description of well conditions, appearance, and status** (text entry)
- f. **Estimated remaining life of well if groundwater levels were sufficient** (entry)

3. Well Issue

Same as Part 1 Application Form content. Specific items to verify:

- a. **What is the apparent issue affecting the well?** (select: dry well (no water), reduced water pressure (less water), reduced or intermittent water available, reduced water quality (pumping air, sand, muddy water, etc.), other/unknown issue; space for additional notes if needed)
- b. **Has the issue been fixed?** (yes/no; space for additional notes if needed)
- c. Description of well issue (optional text entry)

4. Potential Mitigation Actions (select boxes)

(Final determination pending GSAs’ eligibility evaluation):

- a. Lowering pump in existing well, or replacing pump in existing well
- b. Deepening existing wells, or otherwise rehabilitating or replacing wells (including abandonment of existing wells)
- c. Other opportunities for connection (if available):
 - i. Connection to municipal or public water system
 - ii. Well consolidation
- d. Optional text entry for notes

Exhibit D.

Program Proportionate Responsibility.

Subject to refinement during Program implementation, as appropriate and mutually agreed by the Parties.

Cost Sharing Approach:	Cost Sharing Based on Estimated Domestic Well Impacts at the Groundwater Level Minimum Thresholds (MTs) As Set in the Approved GSP for the GSA		
Party	Estimated Domestic Well Impacts at MTs	Cost Sharing Percentage (%)	Cost Sharing Amount (\$)
CGA GSA	45	42.0%	\$198,300
GGA GSA	54	50.5%	\$238,100
CSGSA	8	7.5%	\$35,300
TOTAL	107	100%	\$471,700

AGREEMENT

FOR COORDINATION TO IMPLEMENT A PILOT DOMESTIC WELL MITIGATION PROGRAM FOR THE COLUSA SUBBASIN AND THE CORNING SUBBASIN GSA PORTION OF THE CORNING SUBBASIN OF THE SACRAMENTO VALLEY GROUNDWATER BASIN

This Agreement (“Agreement”) is entered into and effective this ____ day of ____, 2025 (“Effective Date”), by and between the North Valley Community Foundation (“NVCF”) and the Groundwater Sustainability Agencies (“GSAs”) of the Colusa Groundwater Authority (“CGA”), the Glenn Groundwater Authority (“GGA”), and the Corning Subbasin Groundwater Sustainability Agency (“CSGSA”), collectively herein referred to as the “Parties,” or individually as the “Party.”

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Colusa Subbasin and Corning Subbasin of the Sacramento Valley Groundwater Basin (DWR Bulletin 118 No. 5-021.52 and 5-021.51, respectively) (“Subbasins”) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future agricultural, domestic, environmental, industrial, and municipal needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and
- C. **WHEREAS**, the Subbasins have been designated by the California Department of Water Resources (DWR) as high-priority subbasins and are subject to the requirements of SGMA; and
- D. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a GSA, or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- E. **WHEREAS**, the Colusa Subbasin is being managed by two GSAs, the CGA and GGA, whose boundaries are as set forth in Exhibit A; and
- F. **WHEREAS**, the Corning Subbasin is being managed by two GSAs, including the CSGSA whose boundaries are as set forth in Exhibit A; and
- G. **WHEREAS**, the Colusa Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and

- H. **WHEREAS**, the Corning Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and
- I. **WHEREAS**, SGMA defines sustainable groundwater management as the management and use of groundwater in a manner that can be maintained during the GSP planning and implementation horizon without causing undesirable results; and
- J. **WHEREAS**, under SGMA the GSAs are responsible for managing their respective portions of the Subbasins under their respective GSPs to achieve and maintain sustainability according to conditions that have been caused by groundwater management in the Subbasins following the adoption of SGMA; and
- K. **WHEREAS**, through their respective GSPs, each GSA has committed to develop and implement a Domestic Well Mitigation Program within its respective service area; and
- L. **WHEREAS**, the GSAs have agreed to satisfy that commitment by planning to develop a single, regional Domestic Well Mitigation Program (“Program”) which will cover their collective service areas, as formalized in the Agreement Establishing A Pilot Domestic Well Mitigation Program For The Colusa Subbasin And For The Corning Subbasin GSA Portion Of The Corning Subbasin Of The Sacramento Valley Groundwater Basin (“GSA Agreement”, in Exhibit C); and
- M. **WHEREAS**, NVCF is a philanthropic nonprofit organization with a 36-year history of projects and programs to benefit Glenn, Tehama, Colusa and Butte counties, including a multiyear water delivery program after wells went dry during and after drought; and
- N. **WHEREAS**, the Parties seek to coordinate the expertise and community outreach of NVCF with the Program to which the GSAs have committed.

- O. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree, as follows:

AGREEMENT

1. PURPOSE

The purpose of this Agreement is to specify the coordination that will occur between the Parties to implement the Program, including the specific roles and responsibilities of NVCF and the GSAs. The Parties agree to cooperate in good faith to implement Program activities undertaken in connection with this Agreement according to terms of this Agreement.

2. TERM

The term of this Agreement begins on the date this Agreement is executed by all Parties, and shall continue through December 31, 2026, unless earlier terminated by any of the Parties in the manner provided for in this Section 2 (the “Term”). The Parties may extend the Term upon mutual consent according to terms and conditions which may or may not substantially conform to the terms and conditions of this Agreement.

Either Party may terminate this Agreement for any reason by providing no less than 30 days’ written notice to the other Party.

The GSAs or any GSA shall remain responsible for paying any compensation that remains due and payable following the expiration or earlier termination of this Agreement.

3. PROGRAM EXTENT

The Parties agree that the Program will consider mitigation for drinking water wells located within the GSAs’ service areas (Exhibit A), subject to determination of eligibility by the GSAs.

4. ROLES AND RESPONSIBILITIES

A. NVCF Roles and Responsibilities

Under this Agreement, NVCF agrees to fulfill the following roles and responsibilities, either through its employees or subcontractors:

- a. Coordinate with the GSAs’ Eligibility Committee and/or GSA personnel (e.g., GSA staff and/or consultants) to implement Program activities.
- b. After receiving authorization and a copy of the Application Form from GSA personnel, meet with the Applicant to verify Application Form content, including: the well type (i.e., drinking water well), the well issue (i.e., the type of issue and that it persists), and that the Applicant requires immediate temporary

- water supply (i.e., temporary mitigation). Once verified, notify the GSAs that the Application Form content is accurate or provide updates to inaccurate content.
- c. After receiving authorization from the GSAs to proceed with temporary mitigation, arrange to provide temporary mitigation to qualifying Applicants as set forth in Section 6.
 - d. After receiving authorization from the GSAs to proceed with the Well Evaluation, arrange to complete Well Evaluations by a licensed, qualified subcontractor for qualifying Applicants.
 - e. Enter into an NVCF agreement with qualifying Applicants outlining NVCF terms and conditions for supplying temporary mitigation and/or conducting Well Evaluations.
 - f. Submit Well Evaluations to the GSAs.
 - g. Following the GSAs' eligibility evaluation and determination, arrange to provide Program mitigation per the Mitigation Package for all approved Applications as set forth in Section 6. Program mitigation would be completed through a licensed, qualified subcontractor.
 - h. Coordinate with the GSAs and well owners to ensure that well owner agreements are signed prior to initiation of the Mitigation Package.
 - i. Complete Program Mitigation Package documentation and submit to the GSAs.
 - j. Submit monthly invoices to the Contracting GSA for all eligible Program activities undertaken in connection with this Agreement.
 - k. Submit quarterly reports of Program activities and funding to the GSAs.

B. GSA Roles and Responsibilities

Under this Agreement, the GSAs agree to fulfill the following roles and responsibilities, either through their employees or subcontractors (consistent with the GSA Agreement as set forth in Exhibit C):

- a. Coordinate with NVCF staff and consultants and other Program Partners to implement Program activities.
- b. Compensate NVCF for all eligible Program activities undertaken in connection with this Agreement. Compensation will be provided through payments of monthly invoices and through a seed fund, as set forth in Section 8.
- c. Form a Program Eligibility Committee authorized to facilitate Program management and implementation as set forth in Section 5 and in the GSA Agreement.

- d. Coordinate with Program Partners (e.g., County staff, third parties, or others as applicable) to define and administer the Program Application Form.
- e. Receive Application Forms submitted by Program applicants (“Applicants”), either directly from or in coordination with County staff.
- f. Collect an application fee from the Applicant, at the discretion of the GSAs.
- g. Verify that Application Forms are complete and that the application fee is received. If verified, authorize NVCF to meet with the Applicant to verify Application Form content, and receive confirmation or updates to Application Form content from NVCF.
- h. Define and implement a checklist, in reference to the Application Form, to verify that Applicants qualify for temporary mitigation and/or Well Evaluations.
- i. Authorize NVCF to proceed with temporary mitigation for qualifying Applicants as set forth in Section 6.
- j. Authorize NVCF to proceed with Well Evaluations for qualifying Applicants.
- k. Define the Well Evaluation content and provide to NVCF for completing the Well Evaluation by a licensed, qualified subcontractor.
- l. Conduct eligibility evaluations and make eligibility determinations for Applications, recommend a specific Mitigation Package for each approved Application, communicate the determination and Mitigation Package to the Applicant, and provide the determination and Mitigation Package to NVCF for completing Program mitigation.
- m. Define the well owner agreement and coordinate with NVCF to obtain the well owner’s signature prior to Program mitigation.
- n. Define the Program mitigation documentation requirements and provide to NVCF.
- o. Manage and address all Applicant appeals to eligibility determinations, as applicable.

5. PROGRAM MANAGEMENT AND IMPLEMENTATION

The GSAs shall guide Program management and implementation according to the Program Coordination Structure in Exhibit B and the terms of the GSA Agreement in Exhibit C. The GSAs reserve the right to refine the Program Coordination Structure and amend the GSA Agreement during Program implementation, upon consent of all GSAs, as part of the GSAs’ adaptive management approach during Program implementation. If such changes affect NVCF’s roles and responsibilities as set forth in Section 4, NVCF shall have the right to comment and consent.

The Parties agree that Program implementation governance and oversight shall be facilitated through a Program Eligibility Committee (“Committee”), as set forth in Section 6 of the GSA Agreement (Exhibit C). The Committee shall be appointed by the GSAs’ governing bodies and authorized to conduct or otherwise manage and direct authorized personnel to fulfill the GSAs’ roles and responsibilities described in Section 4. The Committee shall also be authorized to take specific actions on behalf of the GSAs’ governing bodies and make recommendations on topics related to Program implementation and management, as required.

6. PROGRAM MITIGATION MEASURES

The Program will consider the following eligible mitigation measures:

- Temporary Mitigation: In the event an Application Form identifies an emergent circumstance, and if immediate temporary water supply is requested in the Application Form, temporary mitigation will be initiated following initial review of the Application Form to verify that the well is within the service area boundaries of one of the Parties, that the well is a drinking water well, and that the well has not previously received mitigation through the Program. Temporary mitigation services are considered short-term solutions and emergency response. Temporary mitigation measures may include, but not necessarily be limited to the following:
 - Bottled drinking water delivery, and/or
 - Water tanks and bulk water delivery, including hook-up for domestic use of non-potable water (not for agricultural use).

The Program will provide and pay for the cost of temporary mitigation until the Committee issues a determination. If the Application is approved, the Program will continue to provide and pay for the cost of temporary mitigation until the Mitigation Package is completed. If the Application is denied, the Program will cease providing or paying for the cost of temporary mitigation, although temporary mitigation may be provided and funded through other programs or sources, as available and applicable. The GSAs will communicate the denial with the Applicant and indicate that the Program will cease providing or paying for the cost of temporary mitigation at the end of the following month or 60 days after the determination (whichever is longer), allowing for conclusion of an Applicant’s appeal at the discretion of the GSAs. If a GSA exercises its right to continue Applicant’s appeal beyond the 60-day deadline, which it may do or not

in its sole and absolute discretion, the GSAs will provide direction to NVCF regarding a timeline extension for temporary mitigation.

- **Program Mitigation:** Program mitigation will be set forth in any approval of an Application Package. Program mitigation measures may include, but not necessarily be limited to the following:
 - Deepening existing drinking water wells, or otherwise rehabilitating or replacing such wells (including abandonment of existing wells).
 - Lowering pumps in existing drinking water wells, or replacing pumps in existing wells.
 - Drinking water well consolidation (many-to-one).
 - Connection to or development of public water systems to serve impacted communities.
 - Connection to municipal water systems.

The GSAs and NVCF shall coordinate in good faith regarding implementation of Program mitigation measures. Nothing herein shall require NVCF to perform services that are outside its customary scope of practice, legal authority, or areas of expertise.

The Program will not provide non-eligible services, including, but not necessarily limited to:

- Ongoing maintenance of drinking water wells
- Landscaping
- Hardscaping
- Repair or replacement of piping or other distribution infrastructure associated with moving water from the repaired well itself to any other location
- Water or services for agricultural and/or livestock uses

The Committee shall include an outline of the Program mitigation (“Mitigation Package”) for each approved Application Package. The Mitigation Package is intended to provide the most durable, cost-effective long-term mitigation measure, as determined by the GSAs through consideration of information documented in the Application Package. Offering of Mitigation Packages shall occur subject to the availability of Program funding.

7. CONTRACTING GSA

NVCF will contract directly with one of the GSAs (“Contracting GSA”), although all NVCF activities undertaken in connection with this Agreement will be under the direction of the GSAs’ Program Eligibility Committee or authorized personnel at the

direction of the Program Eligibility Committee (Section 5). NVCF will submit monthly invoices to the Contracting GSA, and the Contracting GSA will pay NVCF invoices on behalf of the GSAs, subject to the conditions and processes in Section 8.

For the purposes of this Agreement, the [insert GSA] agrees to serve as the Contracting GSA for the duration of the Program Term, unless otherwise mutually agreed by the Parties.

8. COMPENSATION

The GSAs shall compensate NVCF for all eligible Program activities undertaken in connection with this Agreement on the basis of labor plus direct expenses. Eligible Program activities may include, but not necessarily be limited to:

- Well evaluation activities, including compensation of subcontractor(s)
- Temporary mitigation activities as set forth in Section 6, including compensation of subcontractor(s)
- Program mitigation activities consistent with the Mitigation Package as set forth in Section 6, including compensation of subcontractor(s)
- Program administration (e.g., document review, coordination with Applicants and the GSAs)
- Other activities and costs incurred through the Program, at the written approval of the Contracting GSA.

NVCF labor and expenses will be charged according to the rates listed in Exhibit D. Any charges not reflected in Exhibit D or increases to these rates during the Term must be approved by the GSAs. NVCF will perform all services with NVCF employees or NVCF subcontractors. Any subcontracted services will be billed without markup.

Compensation will be provided by the GSAs to NVCF through the following processes. The Parties agree to cooperate in good faith to fund Program activities undertaken in connection with this Agreement according to terms of this Agreement.

- a. The GSAs will transfer funds to NVCF (“Seed Fund”) that will be used by NVCF to support eligible Program activities. NVCF shall act as a fiduciary with respect to Seed Fund assets and shall administer such assets in accordance with applicable law and this Agreement. The Seed Fund will be funded and managed as mutually agreed by the GSAs and NVCF:
 - i. Initial Seed Fund amount: \$150,000, to be contributed by each GSA according to its proportionate responsibility as stated in the GSA Agreement.

- ii. Seed Fund management:
 - 1. The Seed Fund will be placed in one or more interest-bearing account(s) managed by NVCF.
 - 2. The Seed Fund balance will be monitored by NVCF. Additional funding of the Seed Fund will be coordinated between NVCF and the GSAs as part of the quarterly reports of Program activities and funding.
 - iii. Seed Fund closure: At the end of the Term and upon receipt of final invoice payment, NVCF will transfer amounts remaining in the Seed Fund to the GSAs, including any interest accrued. Funds will be returned to the GSAs according to their proportionate responsibility as stated in the GSA Agreement.
- b. NVCF will submit monthly invoices to the Contracting GSA, in which:
- i. Costs incurred for Well Evaluations, temporary mitigation, Program mitigation, and administration activities for individual parcels will be summarized by parcel or location within the GSAs (i.e., by GSA).
 - ii. Costs incurred for all other Program administration will be summarized across the entire Program.
 - iii. Costs incurred for other activities approved by the Contracting GSA will be summarized as agreed between the Contracting GSA and NVCF.
 - iv. Costs paid from the Seed Fund and a monthly financial statement for the Seed Fund indicating the existing funds, funds removed, and remaining funds.
- c. The Contracting GSA will pay NVCF invoices within 60 days of receipt according to the terms of this Agreement. Each GSA shall review and approve invoice items as applicable, and communicate their approval to the Contracting GSA. The Contracting GSA shall be responsible for processing invoice items pertaining to the entire Program. The GSAs agree to share in Program-wide costs according to their proportionate share of responsibility established by the GSA Agreement (Exhibit D).

9. NOTICES

All notices required or permitted by this Agreement shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified herein.

The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To NVCF:	David Little, Executive Vice President 1811 Concord Ave., Suite 220 Chico, CA 95928
To CGA GSA:	Carol Thomas-Keefer, Program Manager P.O. Box 475 Colusa, CA 95932
To GGA GSA:	Lisa Hunter, Program Manager 225 North Tehama Street Willows, CA 95988
To CSGSA:	Lisa Hunter, Program Manager 225 North Tehama Street Willows, CA 95988

Any Party may, by written notice to the other Party, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

10. INDEMNIFICATION

Each Party agrees to defend, indemnify, and hold harmless the other Parties for any costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses (the “Damages”) arising out of the indemnifying Party’s actions under this Agreement.

No indemnity granted in this Section 10 shall extend to (i) any Damages to the extent resulting from the gross negligence or willful misconduct of any indemnified Party, or (ii) to consequential or punitive damages.

11. OTHER TERMS

- a. **Assignments.** Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
- b. **Force Majeure.** No Party shall be liable to another for damages or delay in performing under this Agreement, or for the direct or indirect costs resulting from such delay, arising out of labor strikes, riot, public disturbances, war, fire, accidents, extraordinary weather conditions or natural catastrophes, or any other cause beyond the control of any Party.
- c. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- d. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- e. **Binding Effect.** This Agreement is binding, represents the entire agreement of the Parties concerning the subject matter hereof, and supersedes all prior agreements and understandings and may only be changed by written amendment executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this Agreement on behalf of the Party whom he/she signs.

North Valley Community Foundation

Date

Colusa Groundwater Authority GSA

[Indicate "Contracting GSA" if chosen]

Date

Glenn Groundwater Authority GSA

[Indicate "Contracting GSA" if chosen]

Date

Corning Subbasin GSA

[Indicate "Contracting GSA" if chosen]

Date

Exhibit A.

Jurisdictional Areas of the GSAs.

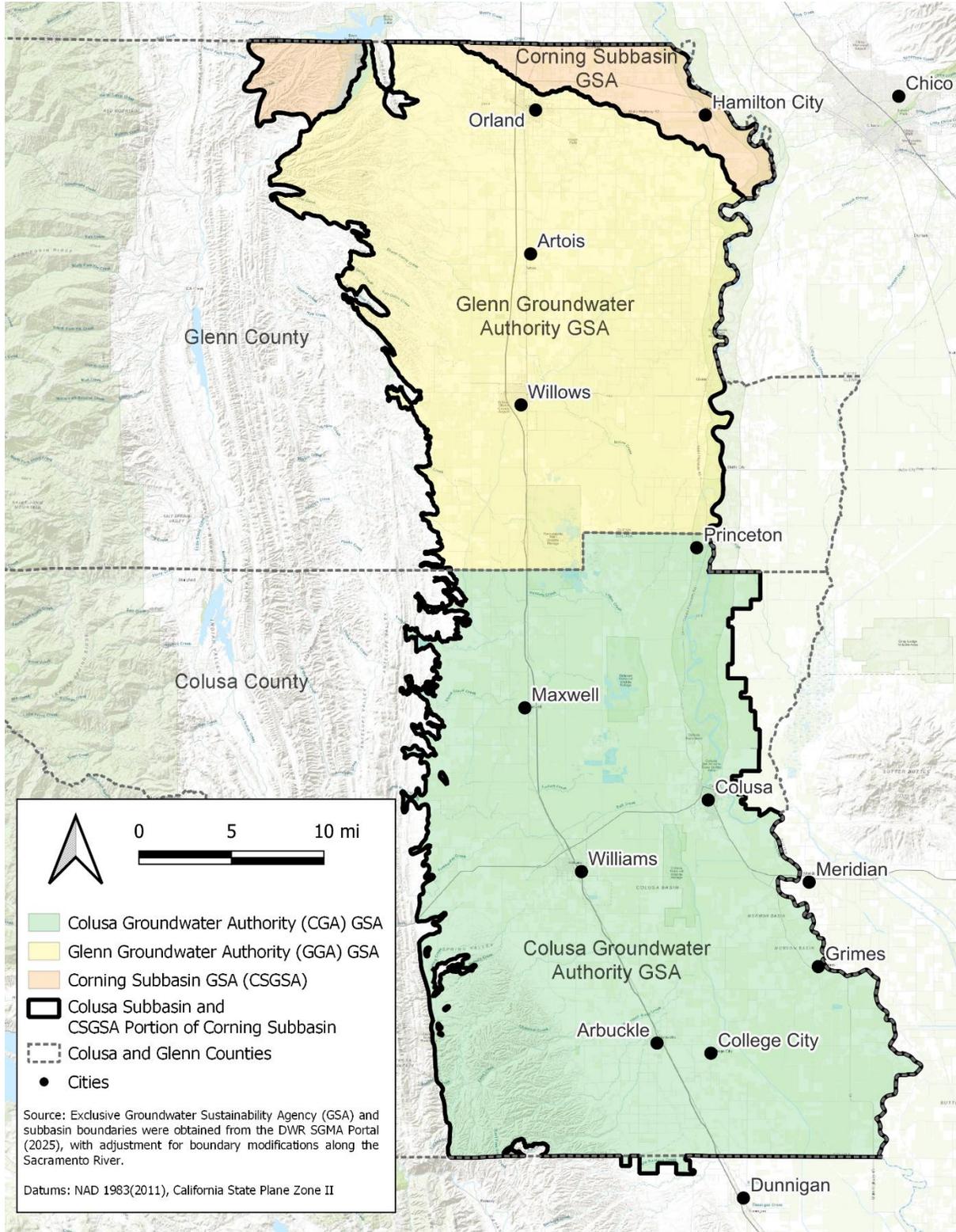


Exhibit B.

Program Coordination Structure.

Subject to refinement during Program Implementation, as appropriate and mutually agreed by the GSAs. If such changes affect NVCF's roles and responsibilities as set forth in Section 4, NVCF shall have the right to comment and consent.

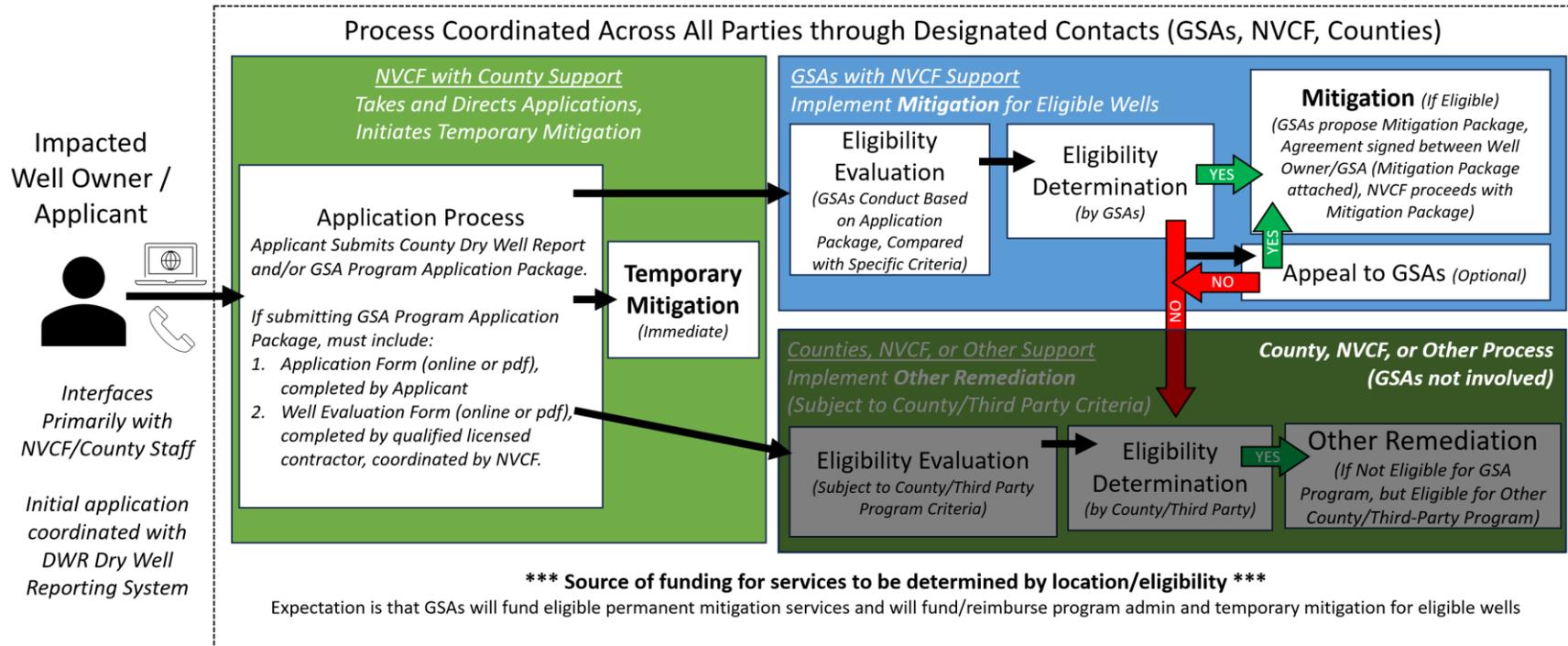


Exhibit C.

Agreement Establishing A Pilot Domestic Well Mitigation Program For The Colusa Subbasin And The Corning Subbasin GSA Portion Of The Corning Subbasin Of The Sacramento Valley Groundwater Basin.

[Placeholder for Executed GSA Agreement]

Exhibit D.

NVCF Rates (2026).

Administrative Work

- NVCF Staff: \$200/hour
- Project Manager:
 - Monthly minimum flat rate fee of \$3,000 per month beginning with the first request for service or deliverable (covers first 20 hours to cover fixed costs)
 - Additional hours over 20 per month billed at \$150/hour
- Other expenses: Reimbursement of other related expenses including mileage (at federal government business reimbursement rate), printing costs for vouchers, etc. No markup on expenses – reimbursement based on invoices.

Drinking Water Delivery

- Bidwell Water - \$7.50 per five-gallon bottle, plus one-time charge of \$25 for hand pump

Non-Potable Water Hauling

- Holmes Trucking - Tehama 2500 Gallons per month \$140 per hour (Approx Avg. \$556 per delivery)
- Holmes Trucking - Glenn - 2500 Gallons per month \$262.5 per delivery
- Bambauer Trucking - Glenn - Approx. \$262.5 per delivery

Tanks and Pumps

- Tank Delivery - \$90 and up depending on distance – Glenn
- Install - \$1,150 with sight tube
- Pump Repair - \$250
- Tank and/or pump removal - \$250
- Tank Return Haul - \$90 and up depending on distance
- Tank Purchase – Approx. \$1,700 for 1,550 gallon
- Booster Pump Purchase – Approx. \$1,100

Well Evaluation

- Well Evaluation - \$800

Well Drilling

- Well drilling: Refer to Mitigation Package

Other Well Remediation Work

- Simple Reconnect - \$500
- Pump Saver Installation - \$425 or \$575 depending on size of pump installed
- New Pump Set ¾ hp (all inclusive less than 200 feet - \$6,700, add'l \$17 per foot additional depth)
- New Pump Set 1 hp (all inclusive less than 200 feet) - \$6,900, add'l \$17 per foot additional depth
- New Pump Set 1.5 hp (all inclusive less than 200 feet) - \$8,820, add'l \$17 per foot additional depth
- 4" Liner with gravel pack - \$27.50/foot
- Trenching/Plumbing Work - \$150/hour
- Electrical Work - \$100/hour
- Remediation Work w/Pump Truck - \$300/hour
- Replacement Pressure Tank - \$907.00 with T

AGREEMENT FOR WELL MITIGATION UNDER THE PILOT DOMESTIC WELL MITIGATION
PROGRAM FOR THE COLUSA SUBBASIN AND FOR THE CORNING SUBBASIN GSA
PORTION OF THE CORNING SUBBASIN OF THE SACRAMENTO VALLEY GROUNDWATER
BASIN

***Note: For all highlighted items, include the option(s) that are appropriate for the GSA
whose agreement this represents.***

This Agreement (“Agreement”) is entered into and effective this ____ day of _____, 20____ (“Effective Date”), by and between _____ (hereinafter referred to as “Owner”) and the Colusa Groundwater Authority (“CGA”) / Glenn Groundwater Authority (“GGA”) / Corning Subbasin Groundwater Sustainability Agency (“CSGSA”).

RECITALS

- A. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and
- B. **WHEREAS**, the Colusa Subbasin / Corning Subbasin of the Sacramento Valley Groundwater Basin (DWR Bulletin 118 No. 5-021.52 / 5-021.51) (“Subbasin”) has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin and is subject to the requirements of SGMA; and
- C. **WHEREAS**, SGMA provides authority for GSAs to manage all medium and high priority groundwater basins in California pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- D. **WHEREAS**, the Subbasin is being managed by two GSAs, including the CGA / GGA / CSGSA, whose boundaries are as set forth in Exhibit A; and
- E. **WHEREAS**, the Subbasin is managed under one GSP that was formally approved by DWR on February 27, 2025; and
- F. **WHEREAS**, SGMA defines sustainable groundwater management as the management and use of groundwater in a manner that can be maintained during the GSP planning and implementation horizon without causing undesirable results; and
- G. **WHEREAS**, the Colusa Groundwater Authority (CGA), Glenn Groundwater Authority (GGA), and Corning Subbasin Groundwater Sustainability Agency (CSGSA) (the “GSAs”) have developed a regional Domestic Well Mitigation Program (“Program”)

covering their collective jurisdictional areas within the Colusa and Corning Subbasins (Exhibit A); and

- H. **WHEREAS**, the Program is designed to mitigate impacts to domestic wells and shallow wells that supply drinking water users (e.g., public water systems and state small water systems) (collectively hereinafter referred to as “drinking water wells”) for eligible drinking water wells in their respective service areas of the Subbasins; and
- I. **WHEREAS**, for the purposes of the Program, a domestic well is a groundwater well with a de minimis level of extraction, two acre-feet or less (of groundwater) per year, whose primary purpose is serving domestic needs; and
- J. **WHEREAS**, for the purposes of the Program, a shallow well that supplies drinking water users is a groundwater well drilled and screened at a shallow depth (less than 200 feet) whose primary purpose is serving drinking water needs, such as shallow wells supplying public water systems and state small water systems; and
- K. **WHEREAS**, the Program is a temporary management solution to mitigating domestic well impacts before achieving and maintaining sustainable groundwater conditions in the Subbasins under SGMA; and
- L. **WHEREAS**, SGMA does not require GSAs to develop well mitigation programs, nor does it make GSAs responsible for injury from overdraft, nor does it require or assign any liability to GSAs to provide, ensure, mitigate, or guarantee any level of drinking water quality or access; and
- M. **WHEREAS**, adaptive management may be necessary to achieve and maintain sustainability under SGMA, and refinements to projects and management actions, including the Program, during the GSP Implementation Period may occur for management purposes; and
- N. **WHEREAS**, Owner owns certain real property within [insert appropriate GSA reference]’s jurisdictional area as set forth in Exhibit B (“Property”); and
- O. **WHEREAS**, Owner or Applicant has submitted a complete Program Application Package (“Application”); and
- P. **WHEREAS**, [insert appropriate GSA reference] determined the Application to be complete and eligible for the Program; and
- Q. **WHEREAS**, [insert appropriate GSA reference] has proposed a specific mitigation measure (“Mitigation Package”) and Owner agrees to accept the Mitigation Package under the terms and limitations set forth in this Agreement (Exhibit C); and
- R. **WHEREAS**, implementation of the Mitigation Packages will proceed as available funding allows; and

- S. **WHEREAS**, Owner consents to record this Agreement and all subsequent amendments to this Agreement on their property record.
- T. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, **[insert appropriate GSA reference]** and Owner agree to proceed with the Mitigation Package, as follows:

AGREEMENT

1. OWNER

Owner certifies that they are the owner of record for the Property. Owner information is as follows:

Owner Full Name: _____

Property Address: _____

Owner Address: Same as Above (Yes/No) _____ OR

Owner Phone: _____ Owner Email: _____

Is the Property rented to others? (Yes/No) _____ If Yes, complete the following:

Tenant Full Name: _____

Tenant Phone: _____ Tenant Email: _____

Owner expressly represents and warrants that fee title to the Property is vested solely in Owner, except to the extent common ownership is disclosed here:

Common ownership if any (if none, write "none"): _____

2. ACCEPTANCE OF MITIGATION

Owner agrees and accepts the Mitigation Package for the Property. The Mitigation Package shall include mitigation action(s) consistent with the terms of the Program and this Agreement, through mutual agreement of **[insert appropriate GSA reference]** and Owner as documented in Exhibit C. Owner's acceptance is premised on the limitations and indemnification included in the Agreement.

3. LIMITATION ON MITIGATION PACKAGE

[insert appropriate GSA reference] shall only be responsible for implementing the mitigation action(s) included in the Mitigation Package in accordance with the terms of the Program and this Agreement. Well conditions existing at the time the Well Owner Agreement is signed shall serve as the baseline condition for the Mitigation Package. The Mitigation Package shall not include reimbursement for prior mitigation or previous costs incurred by Owner. Owner shall be solely responsible for all other costs arising from any mitigation action(s) provided in the Mitigation Package, including without limitation: landscaping, hardscaping, trenching and installation of private water service facilities, increased electrical costs, modifying residential plumbing, removing and disposing of any pressure tanks or other facilities related to the drinking water well, obtaining any required permits or inspections, appurtenant facilities such as pumps, motors, wire, pipe adapters, valves, clamps, couplings, spacers, gauges, wrap, pressure tanks, switches, and adapters, and any other related fees or expenses. If Owner is connecting to an existing water system, Owner shall be required to satisfy all requirements and/or rules of service as may be required by the owner of the existing water system.

4. COMMUNICATION

Owner agrees to communicate with a designated Program manager or management entity (“Program Administrator”) and will be responsive to such communication on all matters and activities associated with the Program. Owner understands that failure to communicate with the Program Administrator may result in delays to activities associated with the Program.

5. ACCESS

Owner agrees that [insert appropriate GSA reference], the Program Administrator, and/or other parties as deemed appropriate at the sole discretion of [insert appropriate GSA reference] shall be allowed access to the well on the Property until such time as the Mitigation Package is completed. In all cases, the parties agree to provide, or attempt to provide, at least 24-hour’s notice of intent to access the Property.

6. CONTINUING EDUCATION

Owner acknowledges and confirms having successfully completed “The Private Well Class,” evidence of which is set forth in Exhibit D. The Private Well Class is a collaboration between the Rural Community Assistance Partnership and the University of Illinois, through the Illinois State Water Survey and the Illinois Water Resource

Center, and funded by the U.S. Environmental Protection Agency (<https://privatewellclass.org/enroll>).

7. MITIGATION RUNS WITH THE LAND

Execution of this Agreement and acceptance of the Mitigation Package shall only be provided one time for the Property and shall run with the land. This Agreement shall be recorded and shall bind Owner and/or their heirs and assigns.

8. POST-MITIGATION RESPONSIBILITY

Owner is responsible for all operations, maintenance, repair, and future costs related to the Property. [insert appropriate GSA reference] assumes no responsibility beyond completion of the Mitigation Package for the Property.

9. MONITORING

Owner permits the GSAs the right to monitor groundwater levels in any new well installed as part of the Mitigation Package, as applicable, as part of participation in the Program. Owner agrees to the public use of any and all groundwater level data that may be collected for the purposes of complying with SGMA or as deemed appropriate by the GSAs. The GSAs' right to monitor groundwater levels in the new well does not alter or otherwise modify the terms and conditions of this Agreement nor does it obligate the GSAs to any additional responsibility beyond that set forth herein.

10. WARRANTY

[insert appropriate GSA reference] makes no warranty, guarantee, insurance or other promise of any kind that the Mitigation Package will provide sufficient water or water of any specific quality. [insert appropriate GSA reference] is not responsible for any defects, problems, failures, or other issues related to the Mitigation Package.

Owner shall hold [insert appropriate GSA reference] or its successor(s) harmless from any and all future claims arising from participation in the Program.

11. INDEMNIFICATION

As to any activity conducted by [insert appropriate GSA reference] pursuant to this Agreement, Owner shall indemnify and hold harmless [insert appropriate GSA reference], including any of its officers, agents, employees, and volunteers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys'

fees and court costs, in law or in equity which arise out of or are in any way connected to actions arising out of this Agreement, regardless of fault.

12. AUTHORITY TO SIGN

Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Contract. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Property is vested solely in Owner, except to the extent common ownership is disclosed in Section 1.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between [insert appropriate GSA reference] and Owner with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

14. MODIFICATION

The provisions of this Agreement may not be modified, except by written amendment signed by all parties to this Agreement.

15. PARTIAL INVALIDITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

16. SUCCESSORS AND ASSIGNS

This Agreement shall bind and benefit all parties to this Agreement and their successors and assigns, except as may otherwise be provided herein.

17. NOTICES

Any notice required hereunder shall be provided as follows:

To Owner: See Section 1 above

To CGA GSA: Carol Thomas-Keefer, Program Manager
P.O. Box 475
Colusa, CA 95932

To GGA GSA /
CSGSA: Lisa Hunter, Program Manager
225 North Tehama Street
Willows, CA 95988

18. GOVERNING LAW

This Agreement shall be governed by California law.

19. COUNTERPARTS

This Agreement may be executed in counterparts. Electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this Agreement on behalf of the party whom he/she signs.

Owner

Date

CGA GSA / GGA GSA / CSGSA by:

Authorized Representative

Date

Exhibit A.

Jurisdictional Areas of the GSAs

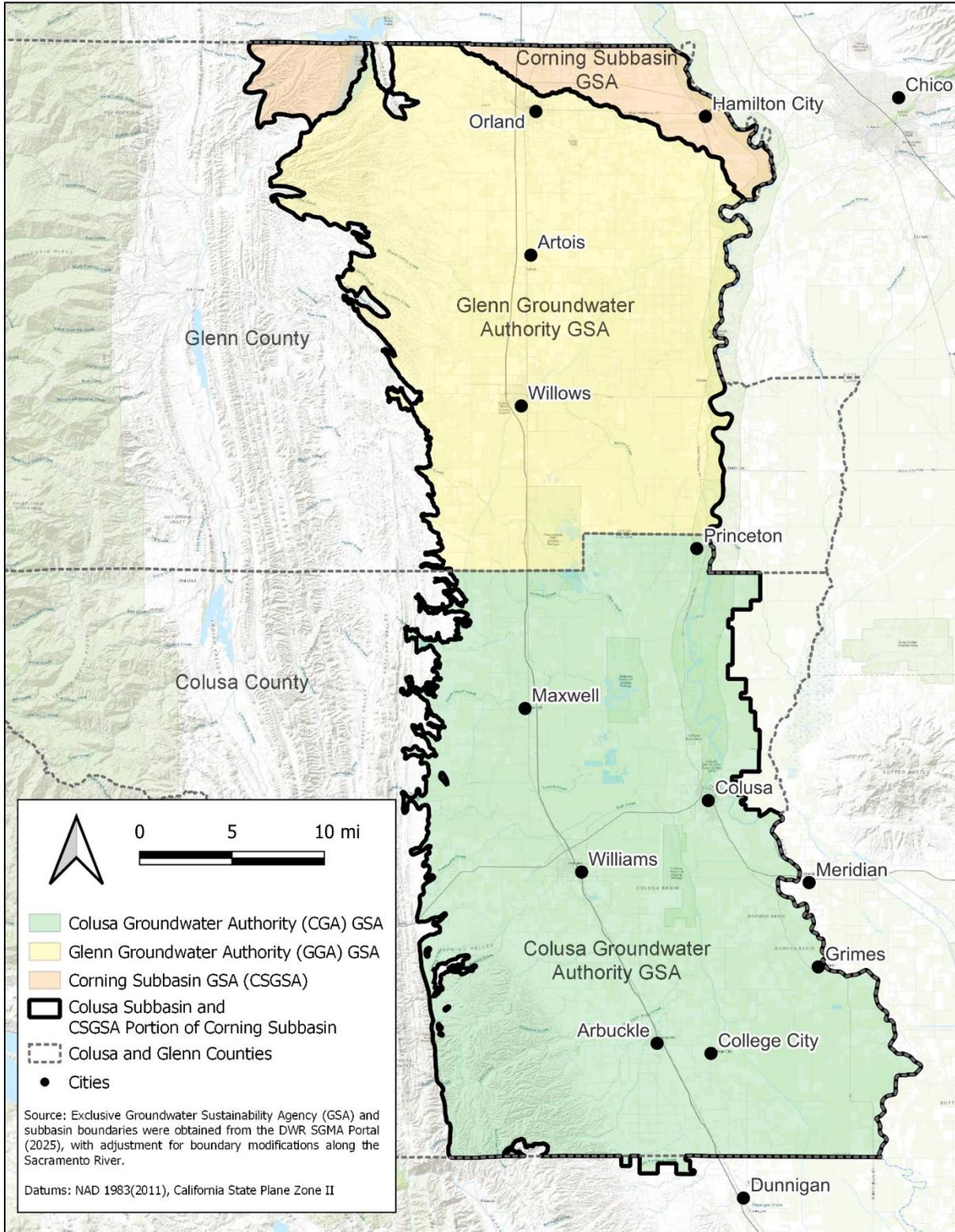


Exhibit B.
Property Deed

<Insert Copy of Deed Here>

Exhibit C

Mitigation Package for the Property

<Documentation of the specific Mitigation Package proposed by the GSA>

Exhibit D

Proof of Continuing Education

<Insert Proof Here>

Staff Report

To: CGA-GGA Joint Board

Agenda Item: 5. Davids Engineering, Inc. Agreement #1173.05.03 Colusa Subbasin GSP Implementation Support

- a. Discussion and consensus to extend the agreement between Colusa Groundwater Authority and Davids Engineering, Inc. through June 30, 2026.
- b. *Approve Davids Engineering, Inc. Agreement #1173.05.03 Amendment 1. (CGA)

Date: December 19, 2025

Background

In April 2024, the Glenn Groundwater Authority (GGA) and Colusa Groundwater Authority (CGA) submitted a Revised Colusa Subbasin Groundwater Sustainability Plan (GSP) to address deficiencies identified by the Department of Water Resources. The Revised GSP includes commitments for the GGA and the CGA to develop and implement a Well Mitigation Program and a Demand Management Program for the Colusa Subbasin. These commitments are described in the GSP and in agreements between the GGA and CGA that are included as attachments to the GSP. GGA and CGA staff proposed holding a series of Joint Board workshops focusing on various aspects of developing these programs and supporting policy discussion, including hearing examples from relevant speakers and hearing public input.

In late 2024, the CGA requested a task order proposal from Davids Engineering to 1) support these workshops, since that consultant developed the GSP revisions and program components and also led discussions at previous GSP Joint Board workshops, and 2) assist in preparing new budgets for GSP planning and program implementation for use in fee development (specific to CGA). The Task Order was approved by the CGA at their October 22, 2024 meeting. The GGA approved contributing a 50 percent cost-share of the Task Order, excluding the CGA specific task relating to fee development at their December 10, 2024 meeting.

On June 13, 2025, at staffs' request, the GSAs considered an additional task order to continue this support through December 2025 and include additional outreach support. The task order proposal included the following tasks:

1. Provide On-Call GSP Implementation Support (up to 10 workshops)
2. Support GSP Implementation Outreach Efforts
3. Provide Miscellaneous On-Call Support
4. (Optional) Produce Video Content to Support Outreach Efforts

Ultimately, the GSAs considered action at their respective GSA meetings. On June 24, 2025, the CGA approved the task order, including optional Task 4, in an amount not to exceed \$146,000. The GGA agreed to share the cost of this task order in an amount not to exceed \$73,000 (50 percent of the total cost) at their July 14, 2025 meeting.

Since that time, the outreach tasks have been put on hold, until the GSAs give further instruction. The GSP implementation support has particularly helpful in guiding the Domestic Well Mitigation Program discussions and preparing for ad hoc and joint board meetings. The current agreement ends December 31, 2025. Staff has communicated with Davids Engineering who indicated a willingness to continue to provide support until June 30, 2026 with the funds remaining (approximately \$19,000) with the understanding that the GSAs may need to consider an additional task order depending on additional scoping needs. At this time, staff is recommending **extending the current agreement through June 30, 2026 (time extension only)**. Any additional scoping needs or funding would be brought back to the GSAs at a future meeting, if needed.

Recommendation

1. CGA & GGA: Discussion and consensus on extending the agreement between Colusa Groundwater Authority and Davids Engineering, Inc. through June 30, 2026.
2. CGA Action: Approve Task Order #1173.05.03 Amendment 1 between Davids Engineering, Inc. and Colusa Groundwater Authority.

Attachments

- Davids Engineering Task Order 1173.05.03, Colusa Subbasin GSP Implementation Support, Calendar Year 2025 Support

Task Order for Professional Engineering Services

To: Carol Thomas-Keefer
Program Manager
Colusa Groundwater Authority

From: Davids Engineering, Inc.

Date: June 10, 2025

Project name: Colusa Subbasin GSP Implementation Support

Project #: 1173.05

Task name: Calendar Year 2025 Support

Task order #: 03

Davids Engineering, Inc. (DE or CONSULTANT) is pleased to provide this task order for professional engineering services to the Colusa Groundwater Authority (CGA or CLIENT) to continue support of Colusa Subbasin Groundwater Sustainability Plan (GSP) implementation through calendar year 2025. DE will support the two Groundwater Sustainability Agencies (GSAs) in the Colusa Subbasin – the CGA and the Glenn Groundwater Authority (GGA) – through efforts that include facilitation of GSA workshops, assistance with outreach efforts, and other on-call support for GSP implementation and related planning efforts, at the request of the GSAs. Pursuant to the Task Order Agreement for Professional Services between CLIENT and CONSULTANT dated November 17, 2023, CLIENT desires and CONSULTANT agrees to perform professional engineering services according to the following terms.

1 Task Order Overview and Objective

The Colusa Subbasin GSP was recently approved by the California Department of Water Resources (DWR) in February 2025 following the submission of the Revised GSP in April 2024. The CGA and GGA have remained hard at work with GSP implementation throughout this period, and remain committed to GSP implementation according to the planned timeline included in the Revised GSP.

Since October 2024, the CGA and GGA have jointly engaged in a series of workshops and focused planning discussions on important GSP topics to support GSP implementation and to ensure timely development of the Groundwater Demand Management (GDM) and Domestic Well Mitigation (DWM) programs. So far, DE has worked with the CGA and GGA to hold four Joint Board meetings, three GDM Joint Ad Hoc Committee meetings, two DWM Joint Ad Hoc Committee meetings, and additional meetings with each GSA to discuss GSP-related topics. The topics for these workshops have included technical considerations for each program, review of examples from other subbasins and GSAs, funding considerations, program design decisions, and outreach considerations. The guiding principles and program design recommendations developed by the GDM and DWM Joint Ad Hoc Committees have been brought back to the CGA and GGA Boards for their consideration in program development and policy decisions.

To continue the progress made over the last eight months, and to fulfill the timelines set forth in the Revised GSP, the CGA and GGA have requested that DE continue these workshop facilitation efforts through the remainder of 2025 (July through December). Additionally, the GSAs also desire support with communication and outreach efforts with community members and interested parties in the Colusa Subbasin.

2 Task Order Approach

DE will accomplish these objectives by leveraging its collective experience with the Colusa Subbasin, the Revised GSP, and the relationships established with the CGA, GGA, other local participants, and water managers in other portions of California engaged in similar GSP implementation processes. Additionally, DE has both led and supported GSP implementation in other subbasins across California and provides unique expertise in the field of SGMA compliance and GSP implementation that will be applied to this effort for the Colusa Subbasin.

3 Task Order Description

3.1 Scope of Services

The scope of professional services to be performed by DE is organized into four (4) tasks as described below:

Task 1. Provide On-Call GSP Implementation Support: DE will plan and facilitate a total of up to 10, three-hour hybrid (i.e., in-person and online) workshops that will be planned and presented jointly to the CGA and GGA. The 10 workshops will be split between CGA and GGA Joint Ad Hoc Committees meetings and Joint Board meetings for the purpose of reviewing important GSP topics, soliciting feedback and recommendations from the GSA Joint Ad Hoc Committees, supporting Board decision-making, and planning next steps for GSP implementation. It is anticipated that DE will have up to three team members participating in each meeting (one or two team members attending in-person, and one team member attending online). The workshops will be planned in coordination with CGA and GGA staff, and are anticipated to occur once or twice a month from July through December 2025. The topics of these workshops may include, but will not necessarily be limited to: (1) GDM program development, (2) DWM program development, (3) other GSP project refinement and implementation support, (4) data gaps, (5) depletion of interconnected surface water, and other topics as mutually agreed between DE and CLIENT. This will be accomplished through the following subtasks:

1. Identify workshop topics and develop workshop series plans through biweekly online coordination meetings with CGA and GGA staff.
2. Implement workshop series plans by developing technical content and facilitating up to 10 hybrid (i.e., in-person and online) workshops.
3. Develop outline of next steps for GSP implementation, based on workshop feedback and discussions.

In support of GDM planning related to an allocation and for incentive-driven approaches, ERA Economics (ERA) will be engaged as a subconsultant to provide on-call support for this task through mutual consent of DE and CLIENT. ERA's potential on-call support roles may include, but will not necessarily be limited to:

1. Evaluating economic considerations related to groundwater allocations, measurement, accounting, and enforcement.
2. Evaluating economic considerations related to surface water incentives, recharge credits, and related policies.
3. Other support as mutually agreed between DE and CLIENT.

Task 2. Support GSP Implementation Outreach Efforts: DE will assist the CGA and GGA in developing technical content and materials necessary to support communication and outreach efforts in the Colusa Subbasin during GSP implementation. This will be accomplished through the following subtasks:

1. Support CGA and GGA staff with developing and presenting outreach messages and materials that summarize and synthesize technical content related to the GSP, subbasin conditions, and GSP implementation efforts. DE's support and outreach materials would contribute to the "train the trainer" program and public outreach meetings, described below.
2. Coordinate with regional partners to develop regional outreach messages and materials.

In support of outreach and planning efforts, Water and Land Solutions (WLS) and Wise Acre Farm Consulting (WAF Consulting) will be engaged as subconsultants to provide on-call support for this task through mutual consent of DE and CLIENT. WLS and WAF Consulting's potential on-call support roles may include, but will not necessarily be limited to:

1. Framing and initial development of an outreach plan for GSP implementation.
2. Framing and initial development of a "train the trainer" program, which will leverage connections with local and regional partners ("trainers") to reach stakeholders through distributed outreach. This may involve supporting curation of short informational materials with consistent messaging related to GSP implementation that can be used to train local and regional partners engaged in outreach. Efforts may be coordinated with and through a steering committee of diverse stakeholders and with potential "trainers" (e.g., technical assistance providers, irrigation district staff, companies and organizations that interact with farmers).
3. Presenting at existing farmer-centric meetings and convening up to four dedicated public outreach meetings.
4. Coordinating with regional partners to develop and/or implement regional outreach plans and actions.

Task 3. Provide Miscellaneous On-Call Support: DE will provide miscellaneous on-call support to the CGA and GGA as mutually agreed between DE and CLIENT.

Task 4. (Optional) Produce Video Content to Support Outreach Efforts: Through mutual consent of DE and CLIENT, Salvo Image may be engaged as a subconsultant to provide on-call support to produce

professional video content for outreach efforts in Task 2. Video content may include, but will not necessarily be limited to, training videos for the “train the trainer” program and public outreach videos on selected topics related to GSP implementation efforts.

3.2 Deliverables

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

Task 1. Provide On-Call GSP Implementation Support:

1. Meeting materials, as applicable, related to biweekly coordination meetings with CGA and GGA staff.
2. Workshop materials (e.g. PowerPoint presentations and associated materials) provided for each workshop.
3. Outline of next steps for GSP implementation. At the conclusion of the workshop series, DE will provide an outline of next steps for GSP implementation based on workshop feedback and discussions in a format determined as mutually agreed between DE and CLIENT.
4. ERA on-call support materials, as mutually agreed between DE and CLIENT.

Task 2. Support GSP Implementation Outreach Efforts:

1. Colusa Subbasin outreach messages and materials in a format determined through mutual agreement of the CGA, GGA, and DE.
2. Regional outreach messages and materials in a format determined through mutual agreement of the CGA, GGA, and DE.
3. WLS and WAF Consulting on-call support materials, as mutually agreed between DE and CLIENT.

Task 3. Provide Miscellaneous On-Call Support:

1. Other deliverables as mutually agreed between DE and CLIENT.

Task 4. (Optional) Produce Video Content to Support Outreach Efforts:

1. Salvo Image-produced video content to support outreach efforts, as mutually agreed between DE and CLIENT.

3.3 Assumptions

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

1. All deliverables, unless mutually agreed upon prior to finalization, will be provided in an electronic format.
2. CONSULTANT will not perform a Proposition 218 rate study and/or other rate analyses as part of this work.
3. No environmental permitting will be included in this work.
4. CONSULTANT reserves the right to augment the CONSULTANT team throughout the course of this project as deemed necessary for successful project completion.

5. CLIENT will be the lead for all GSA Board, Ad Hoc Committee, and outreach meetings, including noticing of workshops.
6. The workshop series will be planned and facilitated with both CGA and GGA staff and governing bodies.
7. CLIENT will provide required information requested by CONSULTANT in a timely manner.
8. CONSULTANT will contract with CLIENT for all tasks, although the costs for all tasks will be paid by the CGA and GGA in a 50/50 split.
9. The workshops in Task 1 will be hybrid (in-person and online participation options).
 - a. CONSULTANT anticipates staff participating both in-person and online.
 - b. Any guest presenters are anticipated to participate online.
10. No field work will be required for any activities outlined in this task order.
11. Specific schedule or milestone dates are to be determined through mutual agreement between CONSULTANT and CLIENT (and/or GGA) as work is conducted.
12. Prior to initiation of additional work, anything outside the scope set forth herein will be agreed to by CLIENT and CONSULTANT in writing, including a specified budget (using CONSULTANT rates then in effect) and schedule.
13. Progress and decisions in the development of the GDM and DWM programs will be driven by the CLIENT.
14. CONSULTANT will not provide any legal guidance and/or direction.

3.4 Schedule

DE proposes to complete all work by December 31, 2025. Work will progress to meet milestones on a timeline as defined in Table 1. Delays in the notice to proceed from CGA will result in corresponding delays or shifts to the subsequent milestones. Schedule implications or deviations from the milestone dates that occur during the work will be made known to CGA as soon as practicable.

Table 1. Timeline of project milestones.

Milestone	Milestone Date
Notice to Proceed	July 01, 2025
Task 1: Joint Ad Hoc Committee and Joint Board Workshops (Topics to be determined via mutual agreement between GSA staff and DE)	July 01 through November 15, 2025
Task 1: Outline of GSP Implementation Next Steps	Following final workshop (at latest, by December 15, 2025 or one month after the final workshop)
Task 2: Support GSP Implementation Outreach Efforts	July 01 through December 31, 2025
Task 3: Provide Miscellaneous On-Call Support	<i>To be determined, as requested</i>
Task 4. (Optional) Produce Video Content to Support Outreach Efforts	<i>To be determined, as requested</i>

3.5 Costs

The estimated budget required to perform the work described is one hundred and forty-six thousand dollars (\$146,000) (Tasks 1-4), or one hundred and thirty-six thousand dollars (\$136,000) excluding

optional Task 4 (Table 2). Project costs will not necessarily be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the approved total estimated budget.

Table 2. Estimated costs to perform the scope of work.

Task Number	Task Name	DE Labor Cost	Sub Consultant Cost	Direct Cost	Estimated Total Cost
1	Provide On-Call GSP Implementation Support	\$60,000	\$20,000	\$500	\$80,500
2	Support GSP Implementation Outreach Efforts	\$20,000	\$25,000	\$500	\$45,500
3	Provide Miscellaneous On-Call Support	\$10,000	\$0	\$0	\$10,000
4	(Optional) Produce Video Content to Support Outreach Efforts	\$0	\$10,000	\$0	\$10,000
Total (Tasks 1-4)		\$90,000	\$55,000	\$1,000	\$146,000
Total (Excluding Optional Task 4)		\$90,000	\$45,000	\$1,000	\$136,000

4 Task Order Signatures

Approved for CLIENT

Accepted for Davids Engineering, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____