



Corning Sub-basin GSA Committee Meeting Materials

January 25, 2024 | 2:00 p.m.

Glenn-Colusa Irrigation District Main Pump Station
7854 County Road 203, Orland, CA 95963

Remote Public Participation Option:

Microsoft Teams meeting

Join on your computer, mobile app or room device

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1. Call to Order

The Chair will call the meeting to order.

2. Roll Call

Staff will conduct roll call.

3. Meeting Minutes

- a. *Approval of November 9, 2023 special meeting minutes.

Draft meeting minutes for the November 9, 2023 special meeting are attached.

Attachments:

- November 9, 2023 special meeting minutes



Corning Sub-basin GSA Committee Special Meeting Minutes

November 9, 2023 | 3:30 p.m.
Glenn-Colusa Irrigation District Pump Station
7854 County Rd 203, Orland, CA 95963

Public participation was also offered via teleconference

1. Call to Order

- Mr. Arnold called the meeting to order at 3:30 p.m.

2. Roll Call

	Party Representative	Member Agency
X	Tom Arnold (Chairman)	County of Glenn
X	Grant Carmon (Vice Chairman)	County of Glenn
X	John Amaro	Glenn-Colusa Irrigation District
X	Pete Knight	Glenn-Colusa Irrigation District
X	Julia Violich (3:32 p.m.)	Monroeville Water District
	Seth Fiack	Monroeville Water District

Roll call was taken as noted above. A quorum of members was present.

3. Meeting Minutes

- a. *Approval of August 8, 2023 special meeting minutes.
- b. *Approval of August 24, 2023 meeting minutes.
- No corrections or comments were made to the August 8, 2023 special meeting minutes or to the August 24, 2023 meeting minutes.

On a motion by Mr. Amaro, seconded by Mr. Knight, the August 8, 2023 special meeting minutes were unanimously approved as presented.

Julia Violich entered the meeting.

On a motion by Mr. Carmon, seconded by Mr. Amaro, the August 24, 2023 meeting minutes were unanimously approved as presented.

4. Period of Public Comment

- No public comments were heard.

5. Staff Reports

- Ms. Hunter stated one well permit acknowledgement form has been reviewed by the CSGSA between August 24th and November 5th.
- Ms. Hunter stated the Corning Subbasin Advisory Board (CSAB) and staff has been meeting with Stantec relating to the operations plan and the communications and engagement plan updates. The operations plan is nearly complete and is intended to be a living document which will allow for revisions as needed.

6. Financial Report

- a. *Review and accept financial reports.
 - b. *Review and consider approval of claims.
- Ms. Hunter stated there are 3 months of financial statements included in the packet. There was discussion on the balance of the account. Ms. Hunter stated staff is working with LSCE for an updated July invoice as there were discrepancies relating to the charges. It was noted the first installment of fees would be received in January.

On motion by Mr. Carmon, seconded by Mr. Amaro, it was unanimously ordered to approve the financial reports as presented.

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

7. *Approve 2024 Meeting Schedule

- After discussion, there was consensus from the CSGSA to bring back the item with an addition option for scheduling the 3rd Thursdays of the month.

8. Insurance through Golden State Risk Management Authority

- a. *Authorize Chairman to sign Agreement for Admission of New Member to the Golden State Risk Management Authority.
 - b. *Authorize Chairman to sign letter of no known loss.
 - c. *Authorize purchase of insurance in an amount not to exceed \$1,800.
- Ms. Hunter stated the insurance application from Golden State Risk Management Authority (GSRMA) has been mostly completed with some questions regarding the cyber security portion. She reviewed the necessary documentation in order to proceed and stated the premium for this year is within budget.
 - Mr. Carmon questioned what the insurance is for as he felt board members are covered through their own agencies. There was some discussion on what the insurance would cover and arrangements within the agencies. There was general consensus that legal guidance would be beneficial to help navigate through this process. Ms. Violich

advised not to use entire premium budget on legal counsel. Mr. Arnold volunteered to reach out to GSRMA with the questions posed by the CSGSA.

9. Annual Audit Services for Fiscal Year 2022/2023

- a. *Authorize staff to request scope of work, quote, and sample contract from specific firms to bring for approval at a future meeting. OR
 - b. *Approve issuing Request for Proposals for Annual Audit Services for Fiscal Year 2022/2023 pending Counsel review.
 - c. *Appoint Audit Services Ad Hoc Committee and authorize the Committee to complete all tasks necessary to bring a consultant recommendation to the CSGSA.
- Ms. Hunter explained various options regarding the RFP process for the Audit Services for Fiscal year 2022/2023. There was general discussion regarding the short time frame remaining as audits are due in March. Mr. Carmon clarified he would prefer proposals from specific firms that would include a bid.

On motion by Mr. Carmon, seconded by Mr. Knight it was unanimously approved to appoint Mr. Amaro and Ms. Hunter to the Audit Services Ad Hoc Committee and authorize the committee to issue an RFP to specific firms, review proposals and select lowest responsive bid, and execute any agreements.

- There was clarification the agreement would be for one year with the option to extend for three additional years.

10. Corning Subbasin Groundwater Sustainability Plan (GSP) Determination

- a. Overview of Corning Subbasin GSP “incomplete” determination.
 - b. *Appoint Corning Subbasin GSP Determination Response Ad Hoc Committee Member(s).
- Ms. Hunter gave an overview of the contents of the determination letter received from Department of Water Resources (DWR) noting this process will be a joint effort between CSGSA and Tehama County. Ms. Hunter explained the resubmission process stating the deadline is April 23, 2024, and mentioned the re-adoption process includes posting of public notices and holding a public hearing.
 - Ms. Hunter read an excerpt from a DWR newsletter summarizing common deficiencies of GSPs. There was general discussion regarding the determinations which included domestic well issues, taking further action by implementing projects, and addressing minimum thresholds. There was further discussion on what the grant funding would cover and which consultants would help through this process. Answering a question from Jaime Lely, Ms. Hunter stated she believed the newly implemented well permitting requirements could help address some issues in the GSP.

- Relating to Item 10.b. Ms. Hunter stated Tehama County put together an ad hoc committee consisting of members that were part of the original GSP process to help with the communications with DWR and consultants through the GSP revision process. She stated the importance of having an ad hoc committee for the Glenn County portion of the basin as well. She further stated Brian Mori, CSAB member for the CSGSA, has expressed interest in participating on the ad hoc committee.

On motion by Mr. Knight, seconded by Mr. Carmon, it was unanimously approved to appoint Tom Arnold, Brian Mori, and staff to the Corning Subbasin GSP Determination Response Ad Hoc Committee.

- Mr. Arnold stated Ms. Violich had left the meeting (4:04 p.m.).

11. Request for Qualifications (RFQ) for Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins.

- a. Receive update on RFQ process and recommendation from the evaluation team.
 - b. *Approve recommendation from evaluation team to select Luhdorff and Scalmanini Consulting Engineers to provide Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins pending concurrence with the Tehama County Flood Control and Water Conservation District.
- Ms. Hunter stated Tehama County will manage the contract with the consultant which is wrapped up into a larger contract with other Tehama County basins. She stated work will be itemized by basin.
 - Ms. Hunter stated there was a selection committee which consisted of members from both Tehama and Glenn Counties. She stated three proposals were reviewed and interviews were conducted with all three teams, and all selection committee members ranked Luhdorff and Scalmanini Consulting Engineers (LSCE) first.
 - Mr. Carmon expressed concerns regarding the issues that took place with LSCE through the CSGSA fee study.
 - Mr. Knight gave a brief summary of the interviews stating LSCE was very professional, prepared, and were the best out of the three interviews.
 - Responding to a question from Mr. Carmon, Ms. Hunter stated Tehama County approved the recommendation and the CSGSA would need to enter into negotiations if the recommendation was not approved by the CSGSA.

A motion was made to approve Item 11.b. as presented, which passed by the following vote:

Motion: John Amaro, Second: Pete Knight

AYES: John Amaro, Pete Knight, Tom Arnold

NOES: Grant Carmon

ABSENT: Julia Violich, Seth Fiack

12. *Approve Recommendation from Corning Subbasin Advisory Board to Approve Changes to the Corning Subbasin Monitoring Network and Include Updates in the Annual Report

- Ms. Hunter stated this item is regarding notification from DWR stating they will no longer measure the wells referenced due to a number of reasons. The wells will need to be formally removed from the monitoring network and the changes should be reflected in the annual report. Ms. Hunter stated this may result in data gaps which will be evaluated, and if a data gap exists, it could be resolved by adding more monitoring wells within that same area. She noted grant funding may also help with these issues.
- Answering a question from Ms. Lely, Ms. Hunter stated there is a process to add volunteers into the monitoring network, and she is willing to take any information from land owners interested in this process.
- Discussion ensued on different components the grant funding would cover.

On motion by Mr. Carmon, seconded by Mr. Amaro it was unanimously ordered to approve the recommendation from Corning Subbasin Advisory Board to approve changes to the Corning Subbasin Monitoring Network and include updates in the Annual Report.

13. Corning Sub-basin Groundwater Sustainability Agency (CSGSA) Operations and GSP Implementation Fee Project

- a. Receive an update on the CSGSA Fee Project activities.
 - b. Discussion on User Classification Change Request process
- Ms. Hunter stated the tax bills have been mailed out to residents, and staff has been fielding phone calls regarding calculations, classifications and other concerns from the public.
 - Ms. Hunter gave a presentation on the user classification change request process focusing on the draft application and examples of hypothetical parcels that may go through the re-classification process. She shared an online application showing the information the public would need to complete on the application. Discussion ensued on various issues land owners may encounter during the completion of the application. There was a discussion on possibly implementing a minimum acreage or minimum percentage value on parcels to better classify land that may have a multi-classification request. There was general consensus to seek counsels' advice regarding this issue.

There was a short discussion on the process Department of Finance would go through if a reclassification was needed.

- Discussion ensued on the timeline regarding the re-classification and application process. The CSGSA was pleased with the format of the application and gave direction to move forward with it. Ms. Hunter noted the application would be available online as well as in hard copy form.

14. Corning Subbasin Groundwater Sustainability Plan Implementation

a. Receive update on Groundwater Sustainability Plan Implementation.

- No additional updates were provided.

15. Corning Subbasin Advisory Board Report

- Mr. Carmon stated the CSAB discussed setting up an ad hoc committee to discuss with Luhdorff & Scalmanini Consulting Engineers the incomplete determinations regarding the GSP.
- Mr. Carmon stated a presentation on Traditional Ecological Knowledge (TEK) regarding techniques used to eradicate Arundo had been planned; however, it was rescheduled for the next meeting.
- It was noted appointments for some CSGSA CSAB members expire in March 2024.

16. Corning Sub-basin GSA Committee Member Reports and Comments

- No reports or comments were heard.

17. Next Meeting

- The next regular meeting is scheduled for December 14, 2023 at 2:00 p.m.

18. Adjourn

- The meeting was adjourned at 5:31 p.m.

4. Period of Public Comment

Members of the public are encouraged to address the Corning Sub-basin GSA Committee. Public comment will be limited to three minutes. No action will be taken on items under public comment.

5. Staff Reports

Staff from members of the Corning Sub-basin GSA will provide relevant updates, such as a brief status update of GSP implementation, grant agreements, and project agreements. Reminders and clarifications may be made, and direction may be provided to staff.

6. Financial Report

- a. *Review and accept financial reports.
- b. *Review and consider approval of claims.

The transaction listing, budget to actuals, balance sheet, and claims summary are attached.

Attachments:

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

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

Organization Key: 04797000 - CORNING SUB-BASIN GRNDWTR SA

Object Type	Object Group Description	Object Code	Balance
ASSETS			
	CURRENT ASSETS		
		00100 - CASH IN TREASURY	30,235.63
	CURRENT ASSETS - Summary		\$30,235.63
AS - Summary			\$30,235.63
FUND EQUITY			
	FUND EQUITY		
		00974 - UNRESERVED RETAINED EARNINGS	32,814.97
	FUND EQUITY - Summary		\$32,814.97
	BUDGETARY ACCOUNTS		
		00997 - ESTIMATED REVENUES	(352,884.00)
		00999 - APPROPRIATIONS	352,884.00
	BUDGETARY ACCOUNTS - Summary		\$0.00
FB - Summary			\$32,814.97

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

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
04797000 - CORNING SUB-BASIN GRNDWTR SA							
REVENUES							
USE OF MONEY & PROPERTY							
			44300 INTEREST	0.00	60.66	(60.66)	0.00%
USE OF MONEY & PROPERTY - Summary				\$0.00	\$60.66	(\$60.66)	/0
INTERGOVERNMENTAL REVENUE							
			56200 OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE - Summary				\$0.00	\$0.00	\$0.00	/0
CHARGES FOR CURRENT SERVICES							
			61152 SPECIAL ASSESSMENT	352,884.00	0.00	352,884.00	0.00%
CHARGES FOR CURRENT SERVICES - Summary				\$352,884.00	\$0.00	\$352,884.00	0.00%
RV - Summary				\$352,884.00	\$60.66	\$352,823.34	0.02%
EXPENDITURES							
SERVICES & SUPPLIES							
			03150 INSURANCE	2,000.00	0.00	2,000.00	0.00%
			03220 OFFICE EXPENSE	3,000.00	0.00	3,000.00	0.00%
			03230 PROFESSIONAL SERVICES	314,950.00	2,640.00	312,310.00	0.84%
			03240 PUBLICATIONS	1,000.00	0.00	1,000.00	0.00%
SERVICES & SUPPLIES - Summary				\$320,950.00	\$2,640.00	\$318,310.00	0.82%
OTHER CHARGES							
			05700 ADMINISTRATIVE EXPENSE	9,000.00	0.00	9,000.00	0.00%
OTHER CHARGES - Summary				\$9,000.00	\$0.00	\$9,000.00	0.00%
CONTINGENCY							

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

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
			09900 CONTINGENCY	22,934.00	0.00	22,934.00	0.00%
		CONTINGENCY	- Summary	\$22,934.00	\$0.00	\$22,934.00	0.00%
	XP - Summary			\$352,884.00	\$2,640.00	\$350,244.00	0.75%
Net Return/ (Cost)				\$0.00	(\$2,579.34)	\$2,579.34	0.75%

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04797000

Lg UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 04797000-00974	JE241178	SET UP 2023-24 APPROPRIATIONS	JE 10/01/23	02356852	352,884.00	0.00	-352,884.00
GL 04797000-00974	JE241178	SET UP 2023-24 ESTIMATED REV	JE 10/01/23	02356852	0.00	352,884.00	0.00
*****Total *SUBS 00974		UNRESERVED RETAINED EARNINGS		CR	352,884.00	352,884.00	0.00
GL 04797000-00997	JE241178	SET UP 2023-24 ESTIMATED REV	JE 10/01/23	02356852	352,884.00	0.00	-352,884.00
*****Total *SUBS 00997		ESTIMATED REVENUES		CR	352,884.00	0.00	-352,884.00
GL 04797000-00999	JE241178	SET UP 2023-24 APPROPRIATIONS	JE 10/01/23	02356852	0.00	352,884.00	352,884.00
*****Total *SUBS 00999		APPROPRIATIONS		CR	0.00	352,884.00	352,884.00
*****Total *KEY 04797000		CORNING SUB-BASIN GRNDWTR SA		DR-CR	705,768.00	705,768.00	0.00
		** GRAND TOTAL **		DR-CR	705,768.00	705,768.00	0.00

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

Organization Key: 04797000 - CORNING SUB-BASIN GRNDWTR SA

Object Type	Object Group Description	Object Code	Balance
ASSETS			
	CURRENT ASSETS		
		00100 - CASH IN TREASURY	18,831.58
	CURRENT ASSETS - Summary		\$18,831.58
AS - Summary			\$18,831.58
FUND EQUITY			
	FUND EQUITY		
		00974 - UNRESERVED RETAINED EARNINGS	32,814.97
	FUND EQUITY - Summary		\$32,814.97
	BUDGETARY ACCOUNTS		
		00997 - ESTIMATED REVENUES	(352,884.00)
		00999 - APPROPRIATIONS	352,884.00
	BUDGETARY ACCOUNTS - Summary		\$0.00
FB - Summary			\$32,814.97

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

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
04797000 - CORNING SUB-BASIN GRNDWTR SA							
REVENUES							
USE OF MONEY & PROPERTY							
		44300 INTEREST		0.00	60.66	(60.66)	0.00%
USE OF MONEY & PROPERTY - Summary				\$0.00	\$60.66	(\$60.66)	/0
INTERGOVERNMENTAL REVENUE							
		56200 OTHER GOVT AGENCIES		0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE - Summary				\$0.00	\$0.00	\$0.00	/0
CHARGES FOR CURRENT SERVICES							
		61152 SPECIAL ASSESSMENT		352,884.00	0.00	352,884.00	0.00%
CHARGES FOR CURRENT SERVICES - Summary				\$352,884.00	\$0.00	\$352,884.00	0.00%
RV - Summary				\$352,884.00	\$60.66	\$352,823.34	0.02%
EXPENDITURES							
SERVICES & SUPPLIES							
		03150 INSURANCE		2,000.00	0.00	2,000.00	0.00%
		03220 OFFICE EXPENSE		3,000.00	0.00	3,000.00	0.00%
		03230 PROFESSIONAL SERVICES		314,950.00	13,919.25	301,030.75	4.42%
		03240 PUBLICATIONS		1,000.00	124.80	875.20	12.48%
SERVICES & SUPPLIES - Summary				\$320,950.00	\$14,044.05	\$306,905.95	4.38%
OTHER CHARGES							
		05700 ADMINISTRATIVE EXPENSE		9,000.00	0.00	9,000.00	0.00%
OTHER CHARGES - Summary				\$9,000.00	\$0.00	\$9,000.00	0.00%
CONTINGENCY							

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

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
			09900 CONTINGENCY	22,934.00	0.00	22,934.00	0.00%
		CONTINGENCY	- Summary	\$22,934.00	\$0.00	\$22,934.00	0.00%
	XP - Summary			\$352,884.00	\$14,044.05	\$338,839.95	3.98%
Net Return/ (Cost)				\$0.00	(\$13,983.39)	\$13,983.39	3.98%

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04797000

Lg UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 04797000-00100	TTLOH	AutoID:Total Job:2387710	OH 11/22/23	02387710	0.00	11,404.05	-11,404.05
*****Total *SUBS 00100		CASH IN TREASURY		DR	0.00	11,404.05	-11,404.05
GL 04797000-00670	TTLOH	AutoID:OH011195 Job:2387653	OH 11/22/23	02387653	0.00	11,404.05	11,404.05
GL 04797000-00670	TTLOH	AutoID:Total Job:2387710	OH 11/22/23	02387710	11,404.05	0.00	0.00
*****Total *SUBS 00670		CHECKS PAYABLE		CR	11,404.05	11,404.05	0.00
GL 04797000-03230	CSGSA-2284	PARIS KINCAID W A#3400 PARIS K	OH 11/22/23	02387653	5,080.00	0.00	5,080.00
GL 04797000-03230	CSGSA-40400	LUHDORFF AND SC A# 221097 LUH	OH 11/22/23	02387653	6,199.25	0.00	11,279.25
*****Total *SUBS 03230		PROFESSIONAL SERVICES		DR	11,279.25	0.00	11,279.25
GL 04797000-03240	CSGSA-1662	SACRAMENTO VALL 08/01/23 SAC V	OH 11/22/23	02387653	124.80	0.00	124.80
*****Total *SUBS 03240		PUBLICATIONS		DR	124.80	0.00	124.80
*****Total *KEY 04797000		CORNING SUB-BASIN GRNDWTR SA		DR-CR	22,808.10	22,808.10	0.00
		** GRAND TOTAL **		DR-CR	22,808.10	22,808.10	0.00

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

Organization Key: 04797000 - CORNING SUB-BASIN GRNDWTR SA

Object Type	Object Group Description	Object Code	Balance
ASSETS			
	CURRENT ASSETS		
		00100 - CASH IN TREASURY	19,127.73
	CURRENT ASSETS - Summary		\$19,127.73
AS - Summary			\$19,127.73
FUND EQUITY			
	FUND EQUITY		
		00974 - UNRESERVED RETAINED EARNINGS	32,814.97
	FUND EQUITY - Summary		\$32,814.97
	BUDGETARY ACCOUNTS		
		00997 - ESTIMATED REVENUES	(352,884.00)
		00999 - APPROPRIATIONS	352,884.00
	BUDGETARY ACCOUNTS - Summary		\$0.00
FB - Summary			\$32,814.97

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

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
04797000 - CORNING SUB-BASIN GRNDWTR SA							
REVENUES							
USE OF MONEY & PROPERTY							
			44300 INTEREST	0.00	356.81	(356.81)	0.00%
USE OF MONEY & PROPERTY - Summary				\$0.00	\$356.81	(\$356.81)	/0
INTERGOVERNMENTAL REVENUE							
			56200 OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00%
INTERGOVERNMENTAL REVENUE - Summary				\$0.00	\$0.00	\$0.00	/0
CHARGES FOR CURRENT SERVICES							
			61152 SPECIAL ASSESSMENT	352,884.00	0.00	352,884.00	0.00%
CHARGES FOR CURRENT SERVICES - Summary				\$352,884.00	\$0.00	\$352,884.00	0.00%
RV - Summary				\$352,884.00	\$356.81	\$352,527.19	0.10%
EXPENDITURES							
SERVICES & SUPPLIES							
			03150 INSURANCE	2,000.00	0.00	2,000.00	0.00%
			03220 OFFICE EXPENSE	3,000.00	0.00	3,000.00	0.00%
			03230 PROFESSIONAL SERVICES	314,950.00	13,919.25	301,030.75	4.42%
			03240 PUBLICATIONS	1,000.00	124.80	875.20	12.48%
SERVICES & SUPPLIES - Summary				\$320,950.00	\$14,044.05	\$306,905.95	4.38%
OTHER CHARGES							
			05700 ADMINISTRATIVE EXPENSE	9,000.00	0.00	9,000.00	0.00%
OTHER CHARGES - Summary				\$9,000.00	\$0.00	\$9,000.00	0.00%
CONTINGENCY							

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

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
			09900 CONTINGENCY	22,934.00	0.00	22,934.00	0.00%
		CONTINGENCY	- Summary	\$22,934.00	\$0.00	\$22,934.00	0.00%
	XP - Summary			\$352,884.00	\$14,044.05	\$338,839.95	3.98%
Net Return/ (Cost)				\$0.00	(\$13,687.24)	\$13,687.24	3.98%

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04797000

Lg UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 04797000-00100	JE241953	AutoID: JE004254 Job: 2426688	JE 12/31/23	02426688	296.15	0.00	296.15
*****Total *SUBS 00100		CASH IN TREASURY		DR	296.15	0.00	296.15
GL 04797000-44300	JE241953	12/2023 INTEREST APPORTIONMENT	JE 12/31/23	02426688	0.00	296.15	296.15
*****Total *SUBS 44300		INTEREST		CR	0.00	296.15	296.15
*****Total *KEY 04797000		CORNING SUB-BASIN GRNDWTR SA		DR-CR	296.15	296.15	0.00
		** GRAND TOTAL **		DR-CR	296.15	296.15	0.00

Claims Summary

Corning Sub-basin GSA

Invoices to be paid

Meeting Date: **January 25, 2024**

Invoice Date	Invoice Number	Description	Amount
11/7/2023	40436	Luhdorff & Scalmanini Consulting Engineers (Fee Project-Jul 2023)	\$ 6,470.61
11/21/2023	40529	Luhdorff & Scalmanini Consulting Engineers (Fee Project-Oct 2023)	\$ 1,575.00
12/8/2023	40661	Luhdorff & Scalmanini Consulting Engineers (Fee Project-Nov 2023)	\$ 1,350.00
1/19/2024	40816	Luhdorff & Scalmanini Consulting Engineers (Fee Project-Dec 2023)	\$ 1,425.00
1/1/2024	2414	Paris Kincaid Wasiewski LLP	\$ 480.00
Total			\$ 11,300.61

7. *Approve 2024 Meeting Schedule

In 2023, the CSGSA generally met monthly on the 4th Thursdays at 2:00 p.m. At the November 9, 2023 meeting, the CSGSA requested two options be brought back for consideration; one for 3rd Thursdays, and one for 4th Thursdays. The options have been prepared and are attached for CSGSA consideration.

The CSGSA may also wish to consider scheduling the proposed meeting date to hold a public hearing and consider adopting the revised Corning Subbasin GSP. This meeting cannot occur prior to April 4, 2024 and should be scheduled no later than April 19, 2024 in order to allow time for the revised GSP to be uploaded and submitted prior to April 23, 2024. Proposed dates are included in the draft options. The CSGSA should also consider whether to keep the regularly scheduled meeting date in April (3rd or 4th Thursday) or remove from the meeting list if the CSGSA meets earlier in the month for the GSP adoption.

Attachments:

- Draft 2024 CSGSA Meeting Schedule Options



CSGSA 2024 Meeting Schedule

Meetings of the Corning Sub-basin GSA Committee will generally be held on the 3rd or 4th Thursday every month. Meetings will be held at the Glenn-Colusa Irrigation Pump Station located at 7854 County Road 203, Orland, CA 95963. Exceptions are noted below.

Option 1 (3rd Thursdays)

Date	Time	Location
January 25, 2024 (4 th Thursday)	2:00 pm	7854 County Road 203, Orland, CA
February 15, 2024	2:00 pm	7854 County Road 203, Orland, CA
March 21, 2024	2:00 pm	7854 County Road 203, Orland, CA
April 11, 2024 (2 nd Thursday- target GSP adoption)	2:00 pm	7854 County Road 203, Orland, CA
April 18, 2024	2:00 pm	7854 County Road 203, Orland, CA
May 23, 2024 (4 th Thursday, conflict on 5/16)	2:00 pm	7854 County Road 203, Orland, CA
June 20, 2024	2:00 pm	7854 County Road 203, Orland, CA
July 18, 2024	2:00 pm	7854 County Road 203, Orland, CA
August 15, 2024	2:00 pm	7854 County Road 203, Orland, CA
September 19, 2024	2:00 pm	7854 County Road 203, Orland, CA
October 17, 2024	2:00 pm	7854 County Road 203, Orland, CA
November 21, 2024	2:00 pm	7854 County Road 203, Orland, CA
December 19, 2024	2:00 pm	7854 County Road 203, Orland, CA

Option 2 (4th Thursdays)

Date	Time	Location
January 25, 2024	2:00 pm	7854 County Road 203, Orland, CA
February 22, 2024	2:00 pm	7854 County Road 203, Orland, CA
March 28, 2024	2:00 pm	7854 County Road 203, Orland, CA
April 11, 2024 (2 nd Thursday- target GSP adoption)	2:00 pm	7854 County Road 203, Orland, CA
April 25, 2024	2:00 pm	7854 County Road 203, Orland, CA
May 23, 2024	2:00 pm	7854 County Road 203, Orland, CA
June 27, 2024	2:00 pm	7854 County Road 203, Orland, CA
July 25, 2024	2:00 pm	7854 County Road 203, Orland, CA
August 22, 2024	2:00 pm	7854 County Road 203, Orland, CA
September 26, 2024	2:00 pm	7854 County Road 203, Orland, CA
October 24, 2024	2:00 pm	7854 County Road 203, Orland, CA
No meeting in November		
December 12, 2024 (2 nd Thursday)	2:00 pm	7854 County Road 203, Orland, CA

8. Insurance through Golden State Risk Management Authority

- a. *Authorize Chairman to sign Agreement for Admission of New Member to the Golden State Risk Management Authority.
- b. *Authorize Chairman to sign letter of no known loss.
- c. *Authorize purchase of insurance in an amount not to exceed \$1,800.

Staff reached out to Golden State Risk Management Authority (GSRMA) regarding the purchase of insurance, including General Liability, Crime Bond, and Cyber coverage. Staff completed the necessary applications. GSRMA prepared an Indication for Coverage letter dated September 27, 2023 with an estimated start date of October 1. The total estimated annual contribution is \$2,268 and pro-rated amount of \$1,697 based on the October 1 start date. Insurance is currently budgeted at \$2,000.

If the CSGSA chooses to move forward with GSRMA, the CSGSA must sign the Agreement for Admission of New Member to the Golden State Risk Management Authority and submit a “no known loss” letter or 10-year loss history.

At the November 9, 2023 meeting, the CSGSA discussed this item and requested additional information. Mr. Arnold volunteered to contact GSRMA and report back to the CSGSA. Mr. Arnold will provide additional information.

Attachments:

- Indication for Coverage- Corning Sub-basin GSA
- Agreement for Admission of New Member to the Golden State Risk Management Authority
- GSRMA JPA
- GSRMA Bylaws
- “No Known Loss” letter

September 27, 2023

Lisa Hunter
Corning Sub-basin GSA
525 W. Sycamore Street, Suite B-1
Willows, CA 95988

Re: Indication for Coverage – Corning Sub-basin GSA

Dear Lisa,

Thank you for the opportunity to provide this proposal for Corning Sub-basin Groundwater Sustainability Agency's membership in Golden State Risk Management Authority (GSRMA). GSRMA has proven to be an excellent risk-pooling option for California special districts.

GSRMA requires participation in all coverage programs applicable to your district. In doing so, GSRMA has been able to provide its members with stable rates, and high coverage limits, since 1979. GSRMA currently has over 300 member agencies throughout the State of California.

Please take a moment to review the attached indication which is based on the information you have provided. The following additional documentation is required before a final quote can be prepared and coverage bound:

- "No known loss" letter, or 10-year loss history, for all lines of coverage;
- Signed JPA Agreement (acceptance of, and agreement to abide by, the Golden State Risk Management Authority Joint Exercise of Powers Agreement, and the Golden State Risk Management Authority By-Laws).

Additionally, your Agency's information will be provided to PRISM, our excess carrier, for approval. PRISM must approve your Agency for membership before coverage can be bound. Note that this is an *indication* for coverage and estimates may be modified based on loss experience or change in circumstances.

We look forward to working with your agency. Please feel free to call with any questions.

Sincerely,



Elizabeth "Liz" Smith, CPCU, ARM
Underwriter
Golden State Risk Management Authority

2023-24 Coverage Summary and Limits

Comprehensive General Liability

\$50,000,000 Per Occurrence Limits

Broad Occurrence Coverage Including:

- First-dollar coverage – no member retention or deductible for liability losses
- Bodily Injury & Property Damage
- Personal Injury
- Public Officials Errors & Omissions
- Automobile Liability
- Contractual Liability
- Employment Practices Liability
- Excess coverage is provided through PRISM (Public Risk Innovation, Solutions, and Management), one of the largest and most respected public entity insurance programs in the nation.

Major Exclusions

- Airports/Aircraft
- Health Care Professional Liability (limited)
- Eminent Domain/Inverse Condemnation
- Failure to Supply Fuel, Water or Electricity
- Subsidence
- Nuclear Material
- Pollution (limited)
- Dam Failure (unless endorsed)
- Asbestos
- Fixed Route Transit (unless endorsed)
- Punitive Damages
- Fiduciary Liability
- Employment Retirement Income Security Act (ERISA)
- Care Custody and Control
- Benefits payable under an employee benefit plan
- Non-monetary damages
- Breach of Contract
- Unlawful Discrimination intentionally committed by, at the direction of, or with the consent of the Covered Party
- Violation of Economic or Trade Sanctions
- Strip Search (limited)
- Violation of Communication or Information Law
- Employee Benefits Limitation
- Fair Labor Standards Act
- Wrongful Incarceration- prior to being a member
- Cyber
- Organic Pathogen (Communicable Disease)
- Polyfluoroalkyl (PFAS)

2023-24 Coverage Summary and Limits Property and Miscellaneous Coverage \$600,000,000 Limits Per Occurrence

- Low member deductibles
- All-risk, full replacement cost coverage
- Real and personal property
- Automobile, mobile equipment, boiler and machinery
- Flood coverage included
- No co-insurance clause
- Optional earthquake, watercraft and aviation/airport coverage

Major Exclusions

- Aircraft, Watercraft, and Rolling Stock
- Standing Timber, Growing Crops and Animals (except Specially Trained Animals)
- Unscheduled Dams, Piers, Wharves, Docks, Underground Pipes, Outfalls, Tunnels, Bridges, Catwalks, Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals, etc., in excess of \$3,000,000 sublimit unless scheduled
- Land and Land values (and water excess of primary limit)
- Property in due course of Ocean Marine Transit
- Shipment by mail after delivery into the custody of the Post Office Department
- Course of Construction (nonincidental excess of \$100,000,000 project value)
- Power Transmission and Feeder Lines more than 1000 feet from insureds premises
- Railroad Property except while in Course of Construction
- Pollution, Contamination or Seepage (except Accidental Contamination)
- Contractors Equipment, unless scheduled
- Licensed Vehicles, unless scheduled
- Electronic Data Recognition
- Computer Virus/Cyber Exclusion
- Asbestos excess of the primary limit
- Communicable Disease
- Error in Design, Faulty Workmanship and Faulty Materials (except for resulting damage)

2023-24 Coverage Summary and Limits

Cyber Liability*

\$16,000,000 Aggregate Limit

Claims Made and Reported Coverage Including:

- GSRMA members share a single sublimit of \$16,000,000 Aggregate for all coverages combined (including Claims Expenses)
- Additional sub limits may apply
- Member's Self Insured Retention is \$10,000 and there is an eight (8) hour waiting period for first party claims
- Coverage includes Breach Response
- Coverage includes First Party Loss (Business Interruption, Dependent Business Interruption, Cyber Extortion, Data Recovery)
- Coverage includes Third Party Liability (Data and Network, Regulatory Defense and Penalties, Payment Card Liabilities and Costs, Media Liability)
- Coverage includes eCrime (Fraudulent Instruction, Telephone Fraud)

Crime

\$20,000,000 Limit Occurrence

Coverage Including:

- GSRMA members have a \$2,500 deductible per occurrence
- Coverage includes Employee Theft including Faithful Performance of Duty (per loss coverage)
- Coverage includes Depositor's Forgery or Alteration including Credit, Debit or Charge Card Forgery
- Coverage includes Theft, Disappearance and Destruction – Inside and Outside the Premises
- Coverage includes Computer Fraud and Funds Transfer Fraud
- Coverage includes Money Orders and Counterfeit Paper Currency

Major Exclusions

- Exclusion information available upon request

*Not all members will qualify for Cyber coverage.



Contribution Indication

Policy Period: 2023-24
Coverage Dates: 10/1/2023 - 7/1/2024
Account No: CSGSA

Customer Service
For Information on Your Account Visit:
www.mygsrma.org
GSRMA PO Box 706 Willows, CA 95988
Phone: 530-934-5633 Fax: 530-934-8133

Corning Sub-basin Groundwater Sustainability Agency

2023-24 COVERAGE	CONTRIBUTION
General Liability <i>Estimated Payroll</i> \$0	\$2,250
Crime Bond <i>Exposure</i> 1	\$18
TOTAL ESTIMATED ANNUAL CONTRIBUTION*	\$2,268
TOTAL ESTIMATED PRORATED CONTRIBUTION* (10/1/2023 - 7/1/2024)	\$1,697
TOTAL ESTIMATED PAYMENT	\$1,697

*Total Contribution is an ESTIMATE ONLY and may not be equal to the final Contribution amount when coverage is bound.
Finance charges apply when paying in installments.

NOT AN INVOICE. INDICATION DATED 9/27/2023 DOES NOT BIND COVERAGE.



Contribution Comparison

Policy Period: 2023-24
 Coverage Dates: 10/1/2023 - 7/1/2024
 Account No: CSGSA

Customer Service
For Information on Your Account Visit:
www.mygsrma.org
GSRMA PO Box 706 Willows, CA 95988
Phone: 530-934-5633 Fax: 530-934-8133

Corning Sub-basin Groundwater Sustainability Agency

COVERAGE	2023-24	-	DIFFERENCE	% CHANGE
Workers' Compensation	\$0	\$0	\$0	0.0%
<i>Estimated Payroll</i>	\$0	\$0	\$0	0.0%
<i>Effective Rate¹</i>	\$0.00	\$0.00	\$0.00	0.0%
<i>Experience Ratio</i>				
General Liability	\$2,250	\$0	\$2,250	0.0%
<i>Estimated Payroll</i>	\$0	\$0	\$0	0.0%
<i>Effective Rate¹</i>	\$0.00	\$0.00	\$0.00	0.0%
<i>Experience Ratio</i>				
Property	\$0	\$0	\$0	0.0%
<i>Total Insured Value</i>	\$0	\$0	\$0	0.0%
HV Property	\$0	\$0	\$0	0.0%
<i>Total Insured Value</i>	\$0	\$0	\$0	0.0%
Auto	\$0	\$0	\$0	0.0%
<i>Total Insured Value</i>	\$0	\$0	\$0	0.0%
Watercraft	\$0	\$0	\$0	0.0%
<i>Total Insured Value</i>	\$0	\$0	\$0	0.0%
Mobile Equipment	\$0	\$0	\$0	0.0%
<i>Total Insured Value</i>	\$0	\$0	\$0	0.0%
Crime Bond	\$18	\$0	\$18	0.0%
<i># of Employees</i>	1	0	1	0.0%
Cyber Liability	\$0	\$0	\$0	0.0%
<i>Total Insured Value</i>	\$0	\$0	\$0	0.0%
TOTAL ESTIMATED CONTRIBUTION²	\$2,268	\$0	\$2,268	0.0%

¹ Amounts are shown rounded to the nearest cents. Actual Effective Rate = Contribution / Payroll * 100

² Total Contribution is an ESTIMATE ONLY and may not be equal to the final Contribution amount when coverage is bound.

³ Pollution coverage included in Property beginning with 2021-22 policy year.

Indication dated 9/27/2023



Estimated Payroll

Policy Period: 2023-24
Coverage Dates: 10/1/2023 - 7/1/2024
Account No: CSGSA

Customer Service
For Information on Your Account Visit:
www.mygsrma.org
GSRMA PO Box 706 Willows, CA 95988
Phone: 530-934-5633 Fax: 530-934-8133

Corning Sub-basin Groundwater Sustainability Agency

Estimated Payroll for 2023-24

CLASS CODE	DESCRIPTION	# FULL TIME EMPLOYEES	# PART TIME EMPLOYEES	ANNUAL REGULAR PAYROLL	ANNUAL OVERTIME PAYROLL
		0	0	\$0	\$0
TOTAL		0	0	\$0	\$0
	Total Regular and Overtime Payroll (OT included at 2/3)				\$0
TOTAL ESTIMATED PAYROLL					\$0



Disclosures/Disclaimers

Policy Period: 2023-24

Account No: CSGSA

Customer Service

For Information on Your Account Visit:

www.mygsrma.org

GSRMA
PO Box 706
Willows, CA 95988

Phone: 530-934-5633
Fax: 530-934-8133

This proposal for coverage is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, vehicle schedules, financial data and loss experience, is based on facts and representations supplied to Golden State Risk Management Authority by your agency. This proposal does not reflect any independent study or investigation by Golden State Risk Management Authority or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed coverage (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, GSRMA may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of coverage and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance your agency may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your coverage, please refer to the policy itself. Golden State Risk Management Authority will not be liable for any claims arising from or related to information included in or omitted from this proposal for coverage.

**AGREEMENT FOR ADMISSION OF NEW MEMBER
TO THE GOLDEN STATE RISK MANAGEMENT AUTHORITY**

Enclosures:

- 1) Golden State Risk Management Authority Joint Exercise of Powers Agreement;
- 2) Golden State Risk Management Authority Bylaws.

RECITALS

- 1. Corning Sub-basin Groundwater Sustainability Agency, a public agency within Glenn County, State of California, has applied for membership in the Golden State Risk Management Authority.
- 2. Said membership is contingent upon the acceptance of, and agreement to abide by, the Golden State Risk Management Authority Joint Exercise of Powers Agreement (Encl. 1), and the Golden State Risk Management Authority By-Laws (Encl. 2).

AGREEMENT

Therefore, the Corning Sub-basin Groundwater Sustainability Agency, a public agency, has applied for membership in the Golden State Risk Management Authority. It hereby accepts and agrees to all provisions of the Joint Exercise of Powers Agreement (Encl. 1) and the Bylaws of the Golden State Risk Management Authority (Encl. 2), and agrees to abide by and comply with all the provisions contained therein.

Upon entering this Agreement, the Corning Sub-basin Groundwater Sustainability Agency is accepted as a new member. Membership is effective as of the date of the prior conditional approval by the Board of Directors of the Golden State Risk Management Authority.

Dated: _____

Thomas Arnold, Chair
Corning Sub-basin Groundwater Sustainability
Agency

Dated: _____

President of the Board
Golden State Risk Management Authority

Approved as to form:

General Counsel
Golden State Risk Management Authority

Reviewed and Approved:

Scott Schimke, Risk Manager
Golden State Risk Management Authority

Adopted: April 10, 1979

Amended: April 27, 1992

Amended: June 11, 1997

Amended: July 1, 2000

Amended: July 14, 2004

Amended: July 1, 2009

**JOINT EXERCISE OF POWERS AGREEMENT
FOR PROVIDING LIABILITY, WORKERS' COMPENSATION,
PROPERTY AND OTHER COVERAGES**

ENTERED INTO BY

**PUBLIC AGENCIES WITHIN AND WITHOUT
THE STATE OF CALIFORNIA**

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**JOINT EXERCISE OF POWERS AGREEMENT FOR PROVIDING
LIABILITY, WORKERS' COMPENSATION, PROPERTY
AND OTHER COVERAGES**

* * *

THIS AGREEMENT is dated, for convenience, July 1, 1979, as the date the Agreement was initially entered into among certain public agencies within the County of Glenn. Thereafter, this Agreement has been amended to include Public Agencies within or without the State of California. These public agencies are hereafter referred to as "Member Agencies" and listed in Appendix "A", which may be amended from time to time.

PREAMBLE

Golden State Risk Management Authority is established for the purpose of providing services and other functions necessary and appropriate for the creation, operation, and maintenance of liability, workers' compensation, property and other risk pooling and coverage plans for the Member Agencies that are parties hereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding risk pooling and insured programs.

R E C I T A L S

This Agreement is predicated upon the following facts:

1. WHEREAS the Member Agencies are public agencies organized and operating under the laws of the State of California or other states of the United States;
2. WHEREAS, the following California state laws, among others, authorize the Member Agencies to enter into this agreement:
 - a. Labor Code Section 3700(c) allowing a local public entity to fund its own worker's compensation Claims;
 - b. Government Code Sections 989 and 990, *et seq.* and Education Code Sections 17566 and 17567 permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;

d. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 *et seq.*;

e. Government Code Sections 6500, *et seq.* permitting two or more local public entities (including public agencies located outside the State of California) to jointly exercise under an agreement any power which is common to each of them.

3. WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of developing an effective risk management program to reduce the amount and frequency of their losses, pooling their self-insured losses, and jointly purchasing excess insurance and administrative services in connection with a joint program for said parties; and

4. WHEREAS, a feasibility study has shown that it is economically feasible and practical for the parties to this Agreement to do so;

5. WHEREAS, this Authority was originally created and was known as the “Glenn County Joint Powers Authority”,

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses, (b) to pool their self-insured losses, and (c) to jointly purchase excess insurance and administrative services in connection with a joint protection program for the Member Agencies.

These purposes shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, now know as “Golden State Risk Management Authority”, to administer a joint protection program wherein Member Agencies will pool their losses and Claims, jointly purchase excess insurance and administrative and other services, including Claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the laws of the State of California or of any other state of the United States as may desire to

become parties to this Agreement and members of the Authority, subject to approval by the Board.

ARTICLE 2 RULES OF CONSTRUCTION

- A. The following rules of construction apply:
1. The present tense includes the past or future tense; the future tense includes the present tense.
 2. The singular includes the plural and the plural includes the singular.
 3. “Shall” is mandatory and “may” is permissive.
 4. The masculine gender includes the feminine and neuter.

ARTICLE 3 PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does contract with, all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement, by cancellation or withdrawal, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 CREATION OF AUTHORITY

Pursuant to Section 6500 *et seq.* of the Government Code, the Authority, a public entity, separate and apart from the parties to this Agreement, is hereby created. The creation of a separate public entity is intended by this Agreement pursuant to Government Code Section 6507. The Authority shall be known as the Golden State Risk Management Authority. The Authority shall be governed by a Board whose composition, powers and duties are set forth in the Bylaws.

ARTICLE 5 TERM OF AGREEMENT

This Agreement is effective July 1, 1979, and continues until terminated as hereafter provided.

ARTICLE 6 BYLAWS

This Agreement fully incorporates the Bylaws, as adopted and which may be amended from time to time consistent with this Agreement, by the Board.

ARTICLE 7 POWERS OF THE AUTHORITY

A. The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to each of the following:

1. Make and enter into contracts;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided in Article 8 herein and in Article IV of the Bylaws;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property including that of a Member Agency;
9. Receive, collect, invest, and disburse moneys; and
10. All other powers described in Government Code Sections 6508 and 6509.5 which sections are incorporated by reference.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon the County of Glenn in the exercise of similar powers.

ARTICLE 8 AUTHORITY FUNCTIONS AND RESPONSIBILITIES

A. The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

1. Adopt an annual budget;
2. Establish such funds and accounts as required for efficient operation of the Authority and good accounting practices;
3. Maintain or have maintained accurate loss records for all covered risks, for all Claims paid, and for such other losses as the Board requires or directs be maintained;
4. Acquire protection against risks, as authorized by the Board, that may include, but are not limited to, general liability, public officials' errors and omissions liability, employment practices liability, pollution liability, automobile liability, watercraft liability, workers' compensation, property, and equipment breakdown, through, but not limited to, self-insurance funding, risk pooling and/or commercial insurance, for primary, excess and/or umbrella insurance coverage, by negotiation, bid, or purchase;
5. Provide loss prevention, safety and loss control services;
6. Provide Claims management services for covered risks;
7. Provide Claims recovery and subrogation services to investigate, pursue, and collect for damages resulting from Covered Losses that are caused, partly or totally, by the acts of others;
8. Select and retain legal counsel and Claims legal defense counsel;
9. Perform other functions for the purpose of accomplishing the goals of this Agreement.

ARTICLE 9 MEMBER AGENCY RESPONSIBILITIES

A. Each Member Agency has the following responsibilities:

1. Designate a primary contact for the Authority;

2. Pursuant to the procedures set forth in the Bylaws, appoint representatives to the Authority Board;
3. Pay timely all contribution charges, contribution surcharges, adjustments or any other fees or charges.
4. Notify and cooperate fully with the Authority in all matters relating to any and all Claims;
5. Provide annually all information required or requested by the Authority in order for the Authority to properly calculate contributions and to carry out the Joint Protection Program under this Agreement;
6. Provide annually current, complete, and accurate information of the values of buildings and contents covered by the Authority;
7. Maintain loss prevention and risk management policies that can reasonably be expected to reduce, or minimize, the Member Agency's losses;
8. Such other responsibilities as are provided elsewhere in this Agreement and as are established by the Board in order to carry out the purposes of this Agreement.

ARTICLE 10 TERMINATION

A. This Agreement may be terminated at any time by the written consent of three-fourths of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

B. Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Member Agencies in the joint protection program, including any of those parties which previously withdrew, in accordance with and proportionate to their contribution payments made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending Claim or loss covered by this Agreement has been finally adjusted, resolved and concluded.

C. The Board is vested with all powers for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to assess current and former Member Agencies (Member Agencies at the time existing unpaid Claims arose or losses incurred), to pay any additional amounts necessary for the final disposition of all Claims and

losses covered by this Agreement. A Member Agency's share of such additional contribution shall be determined on the same basis as that provided for in Paragraph B. of this Article.

D. Termination of any Member Agency shall not be construed as a completion of the purpose of this Agreement and shall not require the repayment or return to any terminating Member Agency of all or any part of any contributions, payments or advances made until the Agreement is rescinded or terminated as to all parties.

E. The decision of the Board under this Article shall be final.

ARTICLE 11 PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or their party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 12 AMENDMENTS

This Agreement may be amended from time to time by an affirmative vote of more than 50% of the Member Agencies.

ARTICLE 13 ENFORCEMENT

The Authority is hereby granted the authority to enforce this Agreement. In the event any action is instituted concerning a dispute involving any provision of this Agreement, the prevailing party in such action shall be entitled to such sums as the court may fix as attorneys fees and costs.

ARTICLE 14 COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

ARTICLE 15
COMPLETE AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 16
FILING WITH SECRETARY OF STATE

The Risk Manager shall file a notice of this Agreement with the office of California Secretary of State within thirty (30) days of its effective date, as required by the Government Code section 6503.5 and within seventy (70) days of its effective date as required by Government Code section 53051.

SIGNATORIES

The original signatures for the Member Agencies are set forth in the original Joint Powers Agreement. The necessary signatures for Amendments to this Agreement are set forth with each Amended Agreement.

GOLDEN STATE RISK MANAGEMENT AUTHORITY
BYLAWS

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ARTICLE I.
DEFINITIONS

A. Unless the context otherwise requires, the designated terms in the Joint Powers Agreement and Bylaws have the following definitions:

1. “Authority” means the Golden State Risk Management Authority.
2. “Basic Risk Coverages” shall mean the protection package offered to all Member Agencies, consisting of protection for risks related to General Liability, Workers’ Compensation, Property, and Miscellaneous exposures, unless an exception has been made by the Board.
3. “Board” or “Governing Board” shall mean the governing board of the Authority;
- 4 “Certificate of Coverage” or “COC” is the document issued by the Authority to Member Agencies specifying the scope and amount of pooled protection provided to each Member Agency by the Authority.
5. “City” shall include cities, towns, and villages, whether incorporated or not. City does not include a County.
6. “Claim” shall mean any demand, action, suit or proceeding against a Member Agency arising out of an occurrence that falls within the Authority's Joint Protection Program.
7. “County” shall mean a political subdivision of the State of California or any other State of the United States of America. County does not include a City.
8. “Covered Loss” is a loss resulting from a Claim against a Member Agency, in excess of the Member Agency's deductible, retained limit or self-insured retention that falls within the Joint Protection Program, as prescribed by the pertinent Memorandum of Coverage and Certificate of Coverage.
9. “Excess Coverage” shall mean that coverage afforded by commercial insurance or any pooling arrangement purchased by the Authority to cover losses in excess of the Authority’s own deductible, retained limit or self-insured retention.
10. “Fiscal Year” is the period from the first day of July of each year to and including the thirtieth day of June of the following year.
11. “Incurred Loss” is the sum of moneys paid and reserved by the Authority that is necessary to investigate and defend a Claim and to satisfy a Covered Loss sustained by a Member Agency.

12. “Joint Protection Program” or “Program” shall mean the operation of the Authority under which the Member Agencies are protected against designated losses, through pooling of self-insured funds, joint purchase of commercial insurance, or any combination as determined by the Board.
13. "Member" means a member of the Board.
14. “Member Agency” means any public agency that is a party to this Agreement.
15. “Memorandum of Coverage” or “MOC” is the document issued by the Authority to Member Agencies specifying the limits of liability of the coverage provided to each Member Agency, including the Authority’s deductible or retention amount and Excess Coverage limits.
16. “Special District” shall mean special districts created pursuant to the law of the State of California or of any other state which provides any governmental service. Special Districts shall be treated as Member Agencies except that Special Districts governed through the Board of Supervisors of a County shall be represented on the Board by that County in accordance with Article III hereof.

**ARTICLE II.
OFFICES**

The Authority’s principal office for the transaction of business is located at 243 West Sycamore Street, Willows, California. The Governing Board may change the location of the principal office from time to time.

**ARTICLE III.
GOVERNING BOARD**

A. GOVERNING BOARD

The Authority shall be governed by a Board composed of seven (7) Members, all of whom shall be elected or appointed Members of the governing boards of Member Agencies. The Members of the Board shall be composed of: (1) two Members from the boards of supervisors of County Member Agencies; (2) one Member from the city council of a City Member Agency; (3) one Member from the board of trustees of a school district Member Agency; (4) one Member from the board of directors of a cemetery district Member Agency; (5) one Member from the board of directors of a fire protection district Member Agency; and (6) one member from the board of directors of a Special District Member Agency.

B. ELECTION OF BOARD MEMBERS

1. Annual elections are to be held to fill vacating positions on the Governing Board as described herein. The election process shall include the use of the Board Member Election Timeline. The Timeline shall be updated and approved by the Board annually. The Board Member Election Timeline shall be maintained as a separate document.

2. Vacancies for the Board alternate with representatives for cemetery districts, cities and school districts opening in even numbered years and representatives for fire districts and special districts opening in odd numbered years. Currently, two county representatives are appointed by the Glenn County Board of Supervisors on their own appointment schedule.

Districts in the above member groups will be invited to nominate themselves. The nomination will be for a particular district not for an individual person. If elected, the chosen district shall: (a) appoint a member of their governing board to serve on the Board, and also (b) appoint a second member of their governing board to serve as an alternate Board Member. In the absence of the appointed representative due to (a) resignation, or (b) inability to attend any Board meetings, the alternate representative shall (a) substitute for and replace the resigned representative, or (b) attend board meetings in the place and stead of the absent representative. If no nominations are received for a particular group, the Board shall appoint an individual meeting all requirements for representing that group to fill the opening for the duration of the term.

Once the nomination period has closed and the slate of nominated districts is approved by the Board, an election will be conducted. If a member is the only district nominated for a group, no election voting shall be held for that group and that district will be the considered the winner of the election.

During this election period, nominated districts may contact districts in their peer group to promote their desire to appoint a representative to the Board.

Each district will get one vote each. The vote will either be by board action or by the district representative (usually the district manager or primary contact) as authorized by the district board.

All communication to members will be through their preferred method of communication (email or USPS). Members may vote either electronically or via USPS or fax.

Vote count will not be disclosed to any party prior to the results being presented to the Board.

Election winners are determined by a simple majority of the votes cast. In case of a tie among those receiving the most votes, the winner will be decided by random selection from those candidates that are tied.

If a seated board member is no longer a member of their represented District's governing board, the governing board of that district shall appoint another representative from their governing board. If that board does not appoint a

member by the next meeting of the Board, the Board shall appoint an individual meeting all requirements for representing that group for the duration of the term.

If a chosen district has determined to and acted to withdraw from GSRMA, then: (a) when a withdrawal occurs before the term of the appointed representative begins, then the next highest vote getter shall be the chosen district in that member group; or (b) if the withdrawal occurs after the term has begun, the Board shall fill this vacancy by appointing another member agency in that member group to act as a chosen district and to appoint a member of their governing board to serve on the Board for the duration of the term.

C. TERMS OF OFFICE

1. The term of each Member shall be two years.
2. Each Member serves at the pleasure of his or her respective appointing governing body and may be replaced at any time. The County Members shall also represent all special districts that are governed by County boards of supervisors. No person who is an employee of any Member Agency shall be appointed to serve on the Governing Board.

D. VOTING AND COMPENSATION

1. Each Member has one vote.
2. Each district represented by a board member shall be entitled to \$5,000 per member per year of service on the Board. In addition, Members shall be entitled to reimbursement for transportation expenses incurred in connection with performance of duties as a Member pursuant to the Internal Revenue Service's established allowance. The Board may authorize additional reimbursement for other expenses incurred in connection with duties as a Member.

E. POWERS OF THE BOARD

The Board, consistent with the purposes of the Agreement and these Bylaws, has the power to:

1. Adopt and amend the Authority's Bylaws;
2. Adopt an Annual Operating Budget.
3. Approve or reject agencies applying to become Member Agencies;
4. Elect and remove the risk manager and officers of the Authority;

5. Establish an executive committee or any other committees and delegate to them functions not otherwise reserved to the Board;
6. Contract with consultants and other professional persons or firms, as it considers necessary to carry out the purposes of the Agreement;
7. Authorize risk management audits to review the participation of each Member Agency in the Program;
8. Authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature; however, unless so authorized, no officer, staff member or agent shall have any power to bind the Authority by contract;
9. Approve loss analysis controls by use of statistical analysis, data processing, record and file keeping services in order to help identify high exposure operations and evaluate proper levels of self-retention and possible deductibles;
10. Approve plans to assist Member Agencies in maintaining current, complete, and accurate building and contents values by location for insured properties;
11. Conduct all necessary actions in concluding and dissolving the business affairs of the Authority, including determining the distributions to Member Agencies upon termination of the Authority;
12. Approve specific risks for which the Authority intends to provide protection;
13. Determine the necessity for and amount of any contribution surcharge that may be imposed because of circumstances described in Article X.C.1. and 2. of these Bylaws; and
14. Act in furtherance of the Agreement and these Bylaws.

F. **ADDITIONAL DUTIES OF THE BOARD**

In addition to duties specifically expressed in the Agreement or in the Bylaws, the Board shall:

1. Maintain membership in at least one (1) public risk management association.
2. Assign at least one (1) Member to attend an annual risk management conference.

ARTICLE IV.
OFFICERS

A. **PRESIDENT AND VICE-PRESIDENT**

The Board shall elect a president and vice-president from among its Members at its first meeting each calendar year. Thereafter, at its first meeting in each succeeding calendar year, the Board

shall elect a president and vice-president. The term of office of the president and vice president shall be for one (1) year. If either the president or vice-president ceases to be a Member, the resulting vacancy shall be filled at the next regular meeting of the Board which is held after the vacancy occurs. The president shall preside at and conduct all meetings of the Board. In the absence or inability of the president to act, the vice president acts as president. The president also serves as the treasurer of the Authority.

B. RISK MANAGER

The risk manager shall be selected and appointed by the Board. The position includes the functions of secretary, chief administrative officer of the Authority, and auditor. The risk manager shall be responsible to the Board for the performance of all functions of the Authority as provided in the Agreement and these Bylaws. In the absence of both the president and vice-president, the risk manager shall preside at and conduct meetings of the Board.

C. TREASURER AND AUDITOR

Other than prescribed above, the Board may appoint one of the Authority's officers or employees to serve in the position of either treasurer or auditor, or both of such positions. These offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons appointed shall have the powers, duties, and responsibilities as set forth in Government Code Sections 6505, 6505.5 and 6505.6, including the duty to cause an independent annual audit to be made in compliance with Government Code Section 6505.

1. The treasurer shall:
 - a. Have the custody of the Authority's funds;
 - b. Disburse the Authority's funds pursuant to the Board's authority;
 - c. Invest and reinvest the Authority's funds in accordance with state law.
2. The auditor shall:
 - a. Draw warrants to pay demands against the Authority. The warrants drawn by the auditor shall be reviewed by the Board and approved and ratified at the first meeting of the Board following the draft of the warrants;
 - b. Establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Board requires;
 - c. Within one hundred twenty (120) days after the close of each Fiscal Year, give a complete written report of all financial activities for that Fiscal Year to the Authority for the annual audit by a certified public accountant.

D. ASSUMPTION OF DUTIES

Each officer shall assume the duties of his office upon election or appointment, unless otherwise declared by the Board.

E. OFFICIAL BOND

The Board shall require the risk manager, treasurer, and auditor to cause to be filed with the Authority an official bond in an amount to be fixed by the Board, but not less than \$500,000. The Authority shall pay the cost of the premiums for each bond required by it. In the alternative, the Authority may utilize and participate in bond coverage by means of a master bond jointly purchased by public agencies.

F. REMOVAL AND VACANCIES

The Board may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

ARTICLE V.
LIABILITY OF GOVERNING BOARD, OFFICERS,
COMMITTEE MEMBERS AND LEGAL ADVISORS

A. Members, officers, committee members, and legal advisors to the Board or any committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to the Agreement and Bylaws. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

B. No Member, officer, committee member, or legal advisor to the Board or any committee shall be responsible for any action taken or omitted by any other Member, officer, committee member, or legal advisor to the Board or any committee. No Member, officer, committee member, or legal advisor to the Board or any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to the Agreement and Bylaws.

C. The Authority shall investigate and defend actions against, and pay on behalf of the Authority, the Board, the individual Members, the officers of the Authority, any committee, the individual committee members and any legal advisor to the Board within the scope of their assigned duties pursuant to Article IV, subject to a limit of liability within the discretion of the Board, all sums that they or any of them become legally obligated to pay as damages because of any act or omission in the performance of their respective duties as provided in the Agreement and in these Bylaws. This coverage shall not apply to intentionally dishonest or fraudulent acts,

or to punitive damages, penalties or sanctions. In the alternative, the Authority may purchase insurance coverage for these exposures, to the extent allowed by law.

D. The risk manager shall contract for all necessary investigation and shall select defense counsel under this Article.

ARTICLE VI. **BOARD MEETINGS**

A. REGULAR MEETINGS

1. The Board shall hold bi-monthly meetings. Unless otherwise notified pursuant to the Ralph M. Brown Act, these meetings shall be held at 6:00 p.m. on the second Wednesday of every other month (i.e. July, September, November, January, March, and May, or as determined by the Board. The Board may change the meeting date to accommodate any calendar conflicts or cancel a meeting if it's not needed.
2. Written notice of each regular meeting of the Board shall be delivered to each Member and/or alternate Member at least seven (7) days in advance of the meeting. The notice shall specify:
 - a. The place, date and hour of the meeting,
 - b. Those matters which are intended to be presented for action by the Board,
 - c. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the Member Agencies.

B. SPECIAL MEETINGS

1. A special meeting of the Board may be called at any time by the president of the Board, or by a majority of the Members or by the risk manager subject to the requirements for 24-hour written notice to the members and to requesting representatives of the media provided in Section 54956 of the California Government Code.
2. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

C. RALPH M. BROWN ACT AND CLOSED SESSIONS

1. Each meeting of the Board, including, without limitation, regular, adjourned regular and special meetings, including any closed session, shall be called,

noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

2. Closed sessions for pending litigation shall not be semi-closed. Interested members of the public shall not be admitted to a closed session. Closed sessions for pending litigation shall only be attended by Members, legal counsel to the Board, and necessary Authority staff. Persons without an official role in the meeting shall not be present.
3. The risk manager, or his alternate, shall attend closed sessions as the sole necessary or required member of the Authority staff.

D. PLACE OF MEETINGS

Each regular or special meeting of the Board shall be held at a place within the State of California designated by the Board at its preceding meeting or, if no such designation is made, as designated by the risk manager or the president of the Board.

E. RULES OF ORDER AND MINUTES

1. The risk manager shall keep minutes of all regular, adjourned regular and special meetings. Within sixty (60) days after the adoption of the minutes of a meeting, the risk manager shall have a copy of the adopted minutes made available online in the Authority's website accessible by each Member and by each Member Agency through their respective accounts. Alternatively, if a Member or a Member Agency has no internet access, the Authority shall provide a copy of said minutes to the Member or Member Agency upon written request.
2. All meetings of the Board, and of any committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

F. QUORUM

No business may be transacted without a quorum of the Members being present. A quorum shall consist of four (4) Members. Four Members must vote in favor of a motion to approve it. The Board shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business.

G. ADJOURNED MEETINGS

1. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been

established. If a quorum is not established, no business other than adjournment may be conducted.

2. A copy of the order for adjournment shall be posted as required by Section 54955 of the California Government Code. No other notice of an adjourned meeting shall be necessary, unless the transacted adjournment is for a period of thirty (30) days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE VII. MEMBERSHIP

A. NEW MEMBER AGENCIES

1. Public entities that have applied for membership may be approved by the Board and may be admitted to the Program at any time. The Board shall have the sole discretion to admit or reject new Member Agencies. In and through their application for, and acceptance of membership, new Member Agencies shall agree to accept, comply with, and be bound by all the provisions of the Agreement and Bylaws.
2. The agency requesting membership shall supply all loss experience and risk exposure data together with any other relevant information requested by the risk manager.

B. CANCELLATION

The Authority shall have the right to cancel any Member Agency's participation in the Program upon two-thirds vote of the Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from the Program.

C. WITHDRAWAL

1. A Member Agency may withdraw only at the end of a Fiscal Year of the Authority, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and the Program, except as otherwise permitted by the Board.
2. Any Member Agency that withdraws as a party to this Agreement pursuant to this Article shall not be reconsidered for new membership until the expiration of five years from the Member Agency's withdrawal. However, the Board in its discretion may approve an exception to this rule for a particular applicant.

D. EFFECT OF WITHDRAWAL

1. The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement and no Member Agency, by withdrawing, shall be entitled to payment or return of any contribution, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.
2. The withdrawal of any Member Agency after the effective date of the Program shall not terminate its responsibility to contribute its share of contributions to the program until all claims, or other unpaid liabilities, covering the period the Member Agency was signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member Agency or credits to the Member Agency for the period of its membership has been made by the Board. In connection with this determination, the Board may exercise similar powers to those provided for in Article 10 (Termination) of the Agreement.

ARTICLE VIII.
ACCOUNTS, RECORDS, AND AUDITS

A. ACCESSIBILITY OF BOOKS AND RECORDS

Books and records of the Authority in the possession of the auditor shall be open to inspection at all reasonable times by designated representatives of the Member Agencies.

B. AUDITS

1. The Authority shall contract with a certified public accountant for an annual audit of the accounts and records of the Authority at the end of each Fiscal Year. The minimum requirements of the audit shall be those prescribed by the State Controller under Government Code Section 26909 and shall conform to generally accepted auditing standards.
2. Within six months after Board approval, the risk manager shall have a copy of the audit report accessible online in the Authority's website by Member Agencies through their accounts. Alternatively, if a Member Agency has no internet access, the Authority shall provide a copy of said Board-approved audit report to Member Agencies who request so in writing.
3. The Authority shall bear the costs of the audit. These costs are a charge against the operating funds of the Authority.

C. AUTHORIZATION OF PAYMENTS

Before payment by the treasurer of any invoices, billings, and claims for payment of losses, such documents must be approved and signed by the president, vice president, or the risk manager or his or her designee.

ARTICLE IX.
NOTICES

- A. Notice to a Member Agency under this Agreement and Bylaws shall be sufficient if made available online in the Authority's website accessible through the Member Agency's online account, or electronically mailed to the Member Agency's designated primary contact, or mailed to the office of the Governing Board of the Member Agency.
- B. Notice to the Authority shall be sufficient if mailed to the office of the risk manager.

ARTICLE X.
CONTRIBUTIONS

A. CONTRIBUTION CHARGE

1. The risk manager shall calculate annually the amount of the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager may seek the assistance of an actuary, risk management consultant or other qualified person, in calculating the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager shall make estimated calculations, obtain approval of the Board, and shall distribute the contribution charge bills at least thirty (30) days before the end of the Fiscal Year preceding the year for which the annual contribution charges apply.
2. The risk manager shall determine the annual contribution charge for each Member Agency for each type of coverage under Basic Risk Coverages upon the basis of a cost allocation plan and rating formula developed and approved by the Board. The annual contribution charge for each Member Agency shall include that Member Agency's prorated share of excess insurance contribution or premium and/or reinsurance costs; charge for pooled risk, recognizing the deductible selected and including a margin for contingencies as determined by the Board; claims adjusting and legal cost; and administrative costs and other costs to operate the Authority. The risk manager shall also consider each Member Agency's loss history and loss exposure together with the performance of each Program (coverage) in making the calculations of the annual contribution for each Member Agency.

B REBATES

The Board shall have the authority to rebate the proportionate shares of any surplus funds in a Fiscal Year to that Fiscal Year's Member Agencies. The Board may require that any such rebates be applied in reduction of future contributions.

C. CONTRIBUTION SURCHARGE

1. If the Authority experiences unusually severe losses or an unusually large number of losses under any part of the Program in a Fiscal Year, such that notwithstanding reinsurance coverage for large individual losses, the Authority's insurance funds for that part of the Program may be exhausted before the next annual contributions are due, the Board may, upon consultation with an actuary, impose contribution surcharges on all participating Member Agencies.
2. If it is determined by the Board, upon consultation with an actuary, that the Authority's insurance funds for a part of the Program are insufficient to (a) pay losses, (b) fund known estimated losses, and (c) fund estimated losses which have been incurred but not reported, the Board may impose a surcharge on all participating Member Agencies.
3. Contribution surcharges imposed pursuant to (1) and (2) above shall be in an amount which will assure adequate funds for the part(s) of the Program to be actuarially sound; provided that the contribution surcharge to any participating Member Agency shall not exceed an amount equal to three (3) times the Member Agency's annual contribution for that Fiscal Year, unless otherwise determined by the Board. No contribution surcharge in excess of three times the Member Agency's annual contribution for that Fiscal Year may be assessed, unless ninety days (90) prior to the Board taking action to determine the amount of the surcharge, the Authority provides notice pursuant to the Bylaws to each participating Member Agency of its recommendations regarding its intent to assess a contribution surcharge and the amount recommended to be assessed each Member Agency. The Authority shall, upon request by a Member Agency, provide the requesting Member Agency a copy of the actuarial study upon which the recommended contribution surcharge is based.
4. A Member Agency which has withdrawn or has been terminated at the time a contribution surcharge is assessed, but which was a participating Member Agency during the Fiscal Year(s) for which the contribution surcharge is being assessed, shall pay such contribution surcharges as it would have otherwise been assessed in accordance with the provisions of (1), (2) and (3) above.

D. INSTALLMENT PLANS

Member Agencies shall be permitted to pay their respective annual contribution charge in periodic installments consistent with Board-approved policy.

E. TIMELINESS OF PAYMENTS

1. A Member Agency's payment for the annual contribution charge is due and payable on or by July 1 of the Fiscal Year for which the Authority is providing Basic Risk Coverages. Unless the Board has authorized installment payments, failure of a Member Agency to pay its annual contribution charge in full by August 1 shall constitute sufficient grounds for the Board to immediately cancel the Member Agency's certificate of protection.
2. Any bill other than for the annual contribution charge is due to be paid within thirty (30) days from the date when said bill was mailed to the Member Agency.
3. The Board may adopt a penalty policy for any late payment of any bill, including, but not limited to, for contribution charges, contribution surcharges, and any adjustment. For the Authority to be able to impose a late-payment penalty against a Member Agency, the Authority, at least thirty (30) days prior to a bill's payment due date, must have provided notice of the adopted penalty policy to the Member Agency pursuant to the notice provisions in the Agreement and Bylaws. Any penalty policy adopted by the Board may be applied against a Member Agency, whether active, terminated or withdrawn.
4. Any and all costs and attorney's fees incurred by the Authority associated, in any way whatsoever, with the collection of contribution charges, contribution surcharges, adjustments, penalties, or any other bill shall be recoverable by the Authority. Upon approval by the Board, if a Member Agency does not pay a bill past due for at least ninety (90) days, the Authority may offset the amount due, in whole or in part, against one or more reimbursement requests submitted by the Member Agency.

ARTICLE XI. **COVERAGES**

A. BASIC RISK COVERAGES

The Basic Risk Coverages contribution charge referred to in Article X above is payment for the coverage provided by the Authority to each Member Agency for the Basic Risk Coverages specified in the Memoranda of Coverage and Certificates of Coverage. The Board may, but is not required, to use standard form policies. The scope of Basic Risk Coverages in the pool shall be determined by the Board. Each Member Agency by the act of paying the contribution charge accepts the Basic Risk Coverages provided by the Authority.

B. PROPERTY COVERAGE

In case of property coverage, such as fire, the policy limits shall be at or greater than the amount of the insurable replacement value of all the property of each of the Member Agencies which the

Member Agencies and Authority agree to be covered. The agreed valuation shall be updated annually according to the revised values to be furnished by each Member Agency, which have been obtained as prescribed in Article 9.A.6. of the JPA Agreement.

C. EFFECTIVE DATE

Pursuant to the payment of contributions by each Member Agency to the Authority, the Authority shall issue to each Member Agency a COC and MOC, indicating the coverage provided to the Member Agency by the Authority. The coverage provided by the policy begins for each Member Agency on such date as set forth in the MOC and shall expire at the end of each Fiscal Year of the Authority.

D. SUBROGATION

The Authority shall have the first right to any subrogation recovery. Each subrogation action shall be brought on behalf of both the Member Agency and the Authority. The Authority may pursue subrogation only as respects a Covered Loss.

E. SPECIAL COVERAGES

The Board may, from time to time, adopt special changes to cover additional or lesser risks. A reasonable surcharge may be imposed when the activities of a Member Agency increases the risk to the membership pool. A special change could also be made by the Board upon the request of one or more Member Agencies for additional coverage with the cost of such additional coverage to be paid by the requesting Member Agencies.

F. ADDITIONAL INSURANCE COVERAGES

The Authority shall have the power and authority to establish and offer to all public agencies, whether a Member Agency or not, programs consisting of additional insurance coverages, which may, but are not required to, involve employee fringe benefit plans. Participation in any proffered program of additional insurance coverage shall be voluntary on the part of any Member Agency and shall not affect their participation in the Basic Risk Coverages provided. Selection of particular programs or plans to be offered shall be made by the Governing Board. The Board shall establish the contribution charges including administration costs, method of payments of contributions, and manner and method of administering each such plan or program.

G. WORKERS' COMPENSATION PENALTIES

Any and all penalties assessed against the Authority by the Division of Workers' Compensation shall be paid as follows:

1. Penalties assessed due to the failure of a Member Agency (Employer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Member Agency (Employer).

2. Penalties assessed due to the failure of the Authority (Insurer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Authority.

ARTICLE XII.
SETTLEMENT AUTHORITY

A. The Authority shall have the power and authority to negotiate the settlement of any Claim against a Member Agency involving public entity liability or workers' compensation without the consent of the Member Agency, except that consent shall be necessary only if the settlement amount will exceed the Authority's limit of liability.

B. Affected Member Agencies shall have the right to provide the Board with any input or information desired on any pending Claim at any time. The Board shall consider this input in making its decisions on settlements.

ARTICLE XIII.
DISPUTE RESOLUTION

A. NEGOTIATION

The risk manager shall investigate the facts of the dispute and, if necessary, obtain a legal opinion from the Authority's counsel on any legal issues. The Member Agency may submit a factual statement and a legal opinion, together with any substantiation thereof, to the risk manager. The risk manager shall then attempt to negotiate a resolution of the dispute. Any negotiated resolution shall be taken to the Board for confirmation and approval. If negotiation fails, and the disputed matter is within the authority of the risk manager, the risk manager shall decide the matter in the best interests of the Authority.

B. APPEAL TO THE BOARD

1. If the Member Agency is dissatisfied with the decision of the risk manager, or if the dispute is unresolved because negotiation failed, the Member Agency may appeal in writing to the Board. This appeal shall be requested by the Member Agency within thirty (30) days of the date of the Risk Manger's decision, or of the date on which the risk manager notifies the Member Agency of the determination that negotiation had failed. Upon receipt of the appeal, the matter shall be set for hearing by the Board at the next available regular Board meeting.
2. The risk manager and the Member Agency shall each submit in writing, at least ten (10) days in advance of the Board meeting, a description of the dispute and any additional relevant facts, a factual and/or legal argument, and the desired resolution. The Board shall consider all information provided, including any oral presentations, in making its decision. The Board may require the Member Agency and/or the risk manager to provide additional information and, as necessary, may continue the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in

the appeal. The Board shall direct that written notice of its decision be prepared and served by mail on the appealing member agency within ten (10) working days.

C. RECONSIDERATION

Within ten (10) days after notice of the decision by the Board, the Member Agency may request a hearing by the Board to reconsider its decision. This request for reconsideration shall be in writing and must be based solely upon newly discovered facts or other information not previously considered. The Member Agency shall submit this newly discovered information in writing for consideration by the Board at its next available Board meeting. The Board may allow oral presentations at the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the request for reconsideration.

D. ARBITRATION OR MEDIATION

If the Member Agency is not satisfied with the Board's decision on appeal, it may pursue arbitration or mediation. By means of mutual agreement between the Member Agency and the risk manager, the parties may select binding or non-binding arbitration, mediation, use of counsel in the proceedings, and other procedural matters. The cost of arbitration or mediation shall be borne equally by the Member Agency and the Authority, and each party shall be responsible for its own attorney(s) fees, if attorneys are utilized. Any decision in binding arbitration shall be final and complied with by the parties. Should the parties desire to submit the matter to mediation, the mediation shall be conducted as if court-ordered pursuant to California Code of Civil Procedure Section 1775, *et seq.* (without any monetary limitation). Should the parties desire that the matter be submitted to arbitration, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

E. LITIGATION

If the Member Agency or the risk manager is not satisfied with the result in non-binding arbitration, or if mediation fails to produce a mutually satisfactory resolution of the dispute, either party may pursue litigation to resolve the dispute. The risk manager may not commence litigation without the approval of the Board. Any litigation shall be subject to the applicable claims and limitations requirements of the Tort Claims Act. The prevailing party in any such litigation shall be entitled to their reasonable attorney(s) fees and costs from the losing party.

ARTICLE XIV. **AMENDMENTS**

These Bylaws may be amended at any time by a majority vote of the Governing Board. Within thirty (30) days following adoption of amendments, the risk manager shall prepare a copy of the amended Bylaws and make it available pursuant to approved notice provisions.



November 9, 2023

To Whom It May Concern:

I certify that there have been no known losses, accidents or circumstances that might give rise to a claim in the past 10 years. This is regarding the following lines of coverage:

- Liability
- Crime

Sincerely,

Thomas Arnold, Chairman
Corning Sub-basin Groundwater Sustainability Agency

9. Corning Sub-basin Groundwater Sustainability Agency (CSGSA) Operations and GSP Implementation Fees

- a. Receive an update on the CSGSA Fees and User Classification Change Requests.
- b. Discussion on CSGSA Fee Policy.

The CSGSA approved fees on August 8, 2023 to fund GSA operations and GSP implementation. For most parcels, this fee is included on their Glenn County tax bill. The first installment of the fees is expected to be received in January 2024. There are some additional parcels that will be invoiced directly by the CSGA. These invoices are being prepared and are planned to be mailed in late January/early February 2024.

The CSGSA also implemented a User Classification Change Request (UCCR) process. The CSGSA Fee Policy states the UCCR must be submitted not more than 45 days from the County's issuance of the tax bills. The County issues tax bills by November 1; therefore, UCCR forms must be submitted by December 16. The CSGSA received 4 UCCR. Staff reviewed the requests and issued 1 approval and 3 denials.

Staff suggests revisiting and potentially refining the CSGSA Fee Policy to ensure the policy reflects the intention of the CSGSA and provide clarification to certain sections. Following discussion, if desired, staff can prepare a revised policy to bring back to the CSGSA at a future meeting.

The CSGSA long-term funding webpage can be found at the following link:

<https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/sustainable-groundwater-management-9>

Additional updates may be provided.

Attachments:

- CSGSA Fee Policy

Corning Sub-basin Groundwater Sustainability Agency Fee Policy

SECTION 1 – INTRODUCTION AND PURPOSE

Introduction

The Corning Sub-basin Groundwater Sustainability Agency (CSGSA) is developing its long-term fees in 2023 to fund GSA Administration, GSP Implementation and SGMA compliance costs for the FY23-24 through FY27-28 period. The CSGSA is approving a new Irrigated/Non-Irrigated fee structure to achieve more equity for those subject to the fee. The CSGSA needs to develop an associated fee policy to ensure equitable billing for services received.

Purpose

This is a policy document developed by the CSGSA to implement the new Irrigated/NonIrrigated fee structure approved in 2023. The purpose of this policy is to ensure that each parcel subject to the fee is properly classified into the correct user class and charged the correct fee amount on a per acre and annual basis based on the unique user class fees. The policy recognizes that the manner in which each parcel is charged under the new fees needs to be clearly defined to ensure landowners understand the fee, to promote consistency in fee determination, and simplify any potential reclassification of parcels into the correct user class for accurate fee purposes.

Adopted Irrigated/Non-Irrigated Fees

The new 2023 CSGSA proposed fees include three user classes: Non-Irrigated, Irrigated-Surface Water, and Irrigated-Groundwater. Each fee has a unique per acre per year fee which reflects the respective benefit of CSGSA services. Appendix A includes the proposed resolution approving the new CSGSA 2023 fees.

SECTION 2 – USER CLASS DEFINITIONS

The CSGSA is developing its long-term fees in 2023 to recover adequate revenues to achieve SGMA compliance for all landowners in the service area. The three (3) distinct user classes are defined below.

Fee User Class Definitions

Non-Irrigated User Class: Includes parcels within the CSGSA service area that open space, natural habitat, vacant, dry land farmed or rangeland. Parcels included in this user class have no groundwater wells or wells used only for minimal domestic use on large parcels consisting of 5 acres or more.

Irrigated-Surface Water User Class: Includes parcels within the CSGSA service area that use surface water primarily which may include parcels within the surface water provider service area or have individual water rights or permits for surface water allocations directly from the Sacramento River, Stony Creek, or another source. Parcels that use surface water with groundwater in a supplemental fashion will be classified as irrigated-surface water users.

Irrigated-Groundwater User Class: Includes parcels within the CSGSA service area that use groundwater primarily and do not have access to or the right to use surface water supplies. These parcels will typically have a well(s) on the parcel, or a nearby parcel, serving as the primary source of water supply. Urban areas or residential areas that rely on groundwater for domestic supply are included in this category.

Other Definitions

County: Glenn County located in northern California.

CSGSA: The Corning Sub-basin Groundwater Sustainability Agency.

Landowner: The landowner of record for a parcel subject to the CSGSA fee based on County assessor parcel data.

Parcel address: The address of the property subject to the CSGSA fee based on County assessor parcel data.

Parcel Acreage: The total acreage of the parcel subject to the CSGSA fee based on County assessor parcel data. If there is more than one acreage figure for a parcel the CSGSA will generally base fees on the lower acreage figure or the acreage figure that most accurately represents the parcel acreage. Multiple sources of data will be referenced in order to verify use of accurate acreage data for assessing CSGSA fees.

Parcel Acreage For Boundary Parcels: For parcels with a portion of the land area within the CSGSA service area boundary, the net acreage of the parcel subject to the CSGSA fee located within the CSGSA boundary will be used for fee assessment purposes based on GIS calculations data.

SECTION 3 – CURRENT USER CLASSIFICATIONS

This section allows landowners subject to the fee to understand how their parcel(s) are classified under the new CSGSA Irrigated/Non-Irrigated 2023 fee structure with three (3) user classes. The CSGSA will make parcel level fee data easily available to landowners subject to the fee. CSGSA Service Area Boundary Appendix B includes the CSGSA service area boundary. Parcels with a portion of their acreage within the CSGSA boundary will only be assessed fees based on their acreage within the CSGSA service area boundary.

CSGSA Service Area Parcel User Class Delineations Appendix B includes a CSGSA service area parcel map indicating user class delineations based on the approved 2023 fees and associated definitions included in this draft policy document. Landowners may identify parcel classification by viewing this map which categorizes parcels based on the three (3) user classes included in the approved fees for the fee assessment process. The parcel map delineations will be updated based on changes in land use necessitating a change or to address any errors in initial classification. As parcel reclassifications are approved the user class map will be updated accordingly.

SECTION 4 – USER CLASSIFICATION CHANGE REQUEST

Landowners may request a change in user classification (and associated fee assessment) (User Classification Change Request) based on implementation of the new CSGSA Irrigated/Non-Irrigated fee structure approved in 2023 (see Appendix A). The purpose of this policy is to ensure that each parcel subject to the fee is properly classified into the correct user class and charged the correct fee amount on a per acre and annual basis based on the unique user class fees. The CSGSA recognizes category classification may need to be reviewed in limited circumstances.

Basis For User Classification Changes

Landowners may request reclassification of their parcel(s) under the new 2023 CSGSA fees based on the following circumstances: (1) parcel is classified improperly (not in correct user class); (2) parcel fee assessment amount is incorrect (based on acreage inaccuracy or incorrect user classification); or (3) parcel land use has changed requiring the parcel to be reclassified into a different user class. To request a User Classification Change, the landowner must fill out a User Classification Change Request form.

User Classification Change Request

The CSGSA may consider User Classification Change Requests after a landowner has submitted the respective form requesting a specific change. The CSGSA has the option of providing both electronic and manual forms. The information requested would include landowner name, parcel address, parcel user classification, and parcel acreage. A sample of potential draft manual and electronic forms are included in Appendix C. A User Classification Change Request must be submitted not more than 45 days from the County's issuance of the tax bills which includes the CSGSA property related fee. The CSGSA staff will review, and process User Classification Change Request within 15 business days of receiving the Request form. All Request forms received will be stored electronically for CSGSA records. Request forms may be submitted electronically or via handwritten form. Staff will review the Request form and the existing information related to the parcel at issue to determine whether reclassification is appropriate based on the definitions included in this Policy. Approved Change Requests will be signed and dated by authorized staff, provided to the requesting party, and kept in CSGSA records. If Change Requests are not approved, staff will provide the denial and indicate the reason denying the reclassification request to the requesting party. There are no Application fees levied by the CSGSA in processing these Applications.

SECTION 5 – USER CLASSIFICATION APPEALS PROCESS

Landowners who request a parcel user class reclassification under Section 4 of this policy who are denied the request, may appeal the decision to the CSGSA Committee. The Appeal must be submitted to the CSGSA Committee within 30 days of the date the denial by staff was issued. The Appeal must be written and include specific reasons the denial was improper based on the Classification Policy definitions and any supporting facts in support thereof. The CSGSA Committee will consider the appeal at the first Committee meeting that occurs at least 15 days after receiving the Appeal. If the staff determination is not supported by evidence, the CSGSA Committee may grant the Appeal and approve the User Classification Change Request; if the staff determination is supported and consistent with the Policy, the CSGSA Committee shall deny the Appeal.

10. Corning Subbasin Groundwater Sustainability Plan (GSP)

- a. Receive update on Corning Subbasin GSP Implementation activities.
- b. Receive update on Corning Subbasin GSP “Incomplete” Determination.

Luhdorff & Scalmanini Consulting Engineers (LSCE) are leading the Tehama County GSP Implementation Project, which includes the Glenn County portion of the Corning Subbasin. The following tasks are included in the project:

- Task 1. Grant Management and Administration
- Task 2. GSP Implementation, Outreach, and Compliance Activities
- Task 3. Ongoing Monitoring, Data Gaps, and Enhancements
- Task 4. Projects and Management Actions- Recharge Focused
- Task 5. Projects and Management Actions- Regional Conjunctive Use
- Task 6. General Consulting Services on an As Needed

On October 26, 2023, the Department of Water Resources (DWR) determined the Corning Subbasin GSP to be “incomplete” The GSAs have 180 days to address the deficiencies and resubmit the GSP for evaluation no later than April 23, 2024. The GSP revision work is included in Task 2 of the grant project.

LSCE will provide GSP Implementation Status update.

Additional updates may be provided on activities relating to the Corning Subbasin Groundwater Sustainability Plan Implementation or Revisions.

Attachments:

- GSP Implementation Status Presentation

GSP Implementation Status

Corning Sub-basin Groundwater Sustainability Agency
Meeting



January 25, 2024



Task 1. Grant Management and Administration

- Internal team established
- Standardized invoice templates
- Preparing environmental Information
- Preparing compliance strategy (NOE/CEQA)
- CEQA Review – NOE is with Tehama/Glenn Counties for legal review



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Task 2. GSP Implementation, Outreach, and Compliance Activities

- Task 2.1 – GSP Annual Reports: Collected data & created report template
- Task 2.2 – Update GSP based on DWR Determination Letters: Discussed project and management actions, overdraft and sustainable management criteria.
 - DWR consultation meetings: 12/19/2023, 12/20/2023, 1/24/2024 & 1/29/2024,
 - Ad Hoc meetings: 11/30/2023 & 1/11/2024
- Task 2.3 Stakeholder Engagement and Community Outreach: Created an informational flyer



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Task 3. Ongoing Monitoring, Data Gaps, & Enhancements for Corning & Antelope Subbasins

- Evaluated the siting of monitoring wells
- Analyzed county assessor's role and well registration (Tehama County) responses to plan video logging and domestic monitoring program participation
- Scheduled to obtain water quality samples from RMS wells (1/23-1/25) (Antelope Subbasin only)



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Task 4. Projects and Management Actions – Recharge Focused in Corning, Red Bluff, and Los Molinos Subbasins

- Gathered information for feasibility studies
- Established weekly meeting with key Task 4 and 5 staff
- Conducted initial visit to potential recharge property (Red Bluff Subbasin)
- Tested a computer application for field data collection



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Task 5. Projects and Management Actions – Corning Regional Conjunctive Use

- Conducted meetings with government agencies and regional water districts:
Anderson-Cottonwood Irrigation District, Corning Water District, US Bureau of Reclamation, Tehama-Colusa Canal Authority, and Orland Unit Water Users Association
- Created an informational flyer
- Pursuing streambed permitting with regional approach - ongoing



6

Questions?



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11. Committee Reports

- a. Corning Subbasin Advisory Board
- b. Corning Subbasin GSP Determination Response Ad Hoc Committee

Corning Subbasin Advisory Board

The Corning Subbasin Advisory Board (CSAB) met on December 6, 2023. The CSAB received an update on GSA activities, received a presentation on Traditional Ecological Knowledge (TEK) for Mitigation and Climate Adaptation, received a presentation providing an overview of the GSP Implementation scope of work, and received an update on the “incomplete” determination of the Corning Subbasin GSP.

The next CSAB meeting is scheduled to take place February 7, 2024 at 1:30 p.m.

As stated in the Corning Subbasin MOU, CSAB membership consists of:

- Three representatives appointed by the governing body of each Member (GSA), at least one of whom shall be a member of the governing body.
- One alternate appointed by the governing board of each Member, who shall be a member of the governing body or designee of the member.

The Corning Subbasin MOU further states the term for each member of the Advisory Board is four (4) years. The CSGSA representatives’ term expiration dates are as follows:

- Julia Violich- March 24, 2024
- John Amaro (Alternate)- March 24, 2024
- Grant Carmon- March 10, 2025
- Brian Mori- March 10, 2025

Staff requests direction on the desired application and/or appointment process.

CSAB meeting materials, including presentations, agendas, and meeting summaries are available on the website at: www.corningsubbasingsp.org.

Members: Grant Carmon, Brian Mori, Julia Violich, John Amaro (Alternate)

Corning Subbasin GSP Determination Response Ad Hoc Committee

The CSGSA and Tehama County Flood Control and Water Conservation District GSA each formed an ad hoc committee that will participate in meetings with GSA staff, LSCE, and DWR to clarify and discuss the incomplete determination and understanding of the deficiencies.

The ad hoc committees have met twice. The first consultation meeting with DWR for the Corning Subbasin was held December 20, 2023. The second consultation meeting is scheduled for January 24, 2024. LSCE will share information regarding these meetings and the outcomes during the GSP item.

Members: Tom Arnold, Brian Mori

12. Corning Sub-basin GSA Committee Member Reports and Comments

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

13. Next Meeting

The next regular meeting will be determined during Item 7.

14. Adjourn

The meeting will be adjourned.
