



Corning Sub-basin GSA Committee Meeting Materials

February 22, 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

[Click here to join the meeting](#)

Meeting ID: 283 511 242 107

Passcode: mi8G3M

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 323-676-6164,,772439409#](#) United States, Los Angeles

Phone Conference ID: 772 439 409#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

1. Call to Order

The Chair will call the meeting to order.

2. Roll Call

Staff will conduct roll call.

3. Election of Officers

- a. *Election of Chairperson
- b. *Election of Vice Chairperson
- c. *Election of Secretary

Nominations and selection of Officers will take place to serve a term for the 2024 calendar year or until the election of new Officers. The newly selected Chairperson will assume responsibility of the meeting. The current Chairperson is Tom Arnold, the Vice Chairperson is Grant Carmon, and the Secretary is Lisa Hunter.

4. Meeting Minutes

- a. *Approval of January 25, 2024 meeting minutes.

Draft meeting minutes for the January 25, 2024 meeting are attached.

Attachments:

- January 25, 2024 meeting minutes



Corning Sub-basin GSA Committee Meeting Minutes

January 25, 2024 | 2:00 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. Carmon called the meeting to order at 2:05 p.m.

2. Roll Call

	Party Representative	Member Agency
	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	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 November 9, 2023 special meeting minutes.
- No corrections or additions were made to the draft meeting minutes.

On a motion by Mr. Amaro, seconded by Mr. Knight the November 9, 2023 special meeting minutes were unanimously approved as presented.

4. Period of Public Comment

- Mr. Carmon invited public comments; whereby none were heard or presented.

5. Staff Reports

- Ms. Hunter reported zero well permit acknowledgement forms have been received since November 6, 2023. She stated the Glenn County tax bills have been mailed out which includes the CSGSA fees for most parcels; however, there are about 77 tax exempt parcels that will be invoiced directly through the GSA.

- Ms. Hunter stated the Audit Services Ad Hoc committee (consisting of herself and Mr. Amaro) reviewed the one proposal received from CliftonLarsonAllen, LLP (CLA). She stated the ad hoc committees believes CLA is qualified and reputable and selected the firm to provide the necessary services. They are ready to execute the agreement and move forward with the auditing process.

6. Financial Report

- a. *Review and accept financial reports.
 - b. *Review and consider approval of claims.
- Ms. Hunter reviewed the financial reports.

On a motion by Mr. Amaro, seconded by Ms. Violich, the financial reports were unanimously accepted as presented.

- In relation to Item 6.b., Mr. Knight asked for clarification regarding the LSCE invoices; whereby, Ms. Hunter explained the July invoice was revised prior to payment as requested and the remaining invoices had not been presented earlier due to the timing of the invoices and meeting schedules.

On a motion by Mr. Knight, seconded by Ms. Violich, the claims were unanimously approved as presented.

7. *Approve 2024 Meeting Schedule

- Mr. Amaro stated he had asked for the additional option and confirmed the CSGSA has met on the fourth Thursdays of the month. He stated Mr. Knight and he have a conflict on the third Thursdays of the month.
- Ms. Hunter stated an April 11, 2024 meeting has been added to the schedule to align with the proposed GSP adoption date. Answering a question from Ian Turnbull, Ms. Hunter stated the ad hoc committee is working through the revisions, however, special CSGSA meetings may occur.

On motion by Ms. Violich, seconded by Mr. Amaro, it was unanimously ordered to approve meeting generally on the fourth Thursdays, specifically, the option two meeting schedule.

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 briefly reviewed the item and stated Mr. Arnold was to report on this item. It is her understanding that each member is covered through their own entity's

insurance and the CSGSA may not need additional insurance coverage. She recommended to table the item until Mr. Arnold is able to give his report.

- After little discussion, there was consensus to table Item 8 until the next regularly scheduled meeting.

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.

- Ms. Hunter stated parcel owners were given the opportunity to request a reclassification of their parcels based on certain criteria. She stated four user classification change requests were submitted. Of those four requests, one was approved and three were denied.
- She stated there may be a timeline issue in the fee policy regarding the 45-day window in which parcel owners may submit their change request forms and the reference to the submittal period being tied to when tax bills are mailed, as some invoices are directly billed by the GSA and have not yet been sent out. Another concern she noted was an example of a parcel that may request multiple user classifications that has both irrigated cropland and habitat or other non-irrigated land within the same parcel. The policy states if a well is located on the parcel, the entire parcel is considered irrigated. There was a lengthy discussion regarding the user classifications, applying the policy, and potential issues that may arise.
- Ms. Kincaid provided four potential solutions: (1) a more granular approach for all parcels, which in prior conversations was estimated to be cost and time intensive, (2) a more general classification having one classification per parcel, but allows staff to reclassify acres based on uses, (3) a one-classification approach, allowing the landowner to appeal to the GSA for reclassification, and (4), a no exemptions approach. A no exemption approach would likely require a landowner go through a parcel division process through the County to have different classifications. Answering a question from Mr. Carmon, Ms. Kincaid stated there is not currently a fee associated with the user classification change process, but one could be implemented in the future by amending the policy. Ms. Hunter mentioned including a variance policy which would include specific types of exemptions, allowing the GSA to make determinations based on those exemptions; whereby, Ms. Kincaid stated that could be part of option 3 and a variance policy could be included in the existing policy and would have to be approved through the CSGSA. Significant discussion ensued on the four options presented and the challenges associated with the various options including land use restrictions. There was general consensus to develop a variance policy allowing landowners to reclassify their parcels to align with the land use. Ms. Kincaid stated charging a fee is acceptable. She stated it could include a fee for time and materials

or a flat rate fee but it must be tied to the amount of time it will cost to process the request. There was general consensus to set a flat minimum fee but allow for an additional rate if the request takes an extensive amount of time to process. Ms. Hunter stated she would bring back some information regarding potential rates at the next meeting. Mr. Carmon clarified this process does not apply to landowners that were incorrectly classified by the GSA and only to the landowners wishing to divide their parcels into multiple classifications.

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.
- Ms. Hunter introduced John McHugh from Lohdorff and Scalmanini Consulting Engineers (LSCE), who gave a presentation on the GSP implementation activities and the incomplete determination. He reviewed the various tasks relating to the Tehama GSP Implementation grant (which includes the entire Corning Subbasin).
 - Relating to the CEQA review process included in Task 1, Mr. Turnbull clarified the Tehama Board of Directors did not move forward with the Notice of Exemption due to a tie vote.
 - Relating to Task 2.2 (GSP determinations), Mr. Amaro asked for more detail as to what DWR is requesting pertaining to demand management. Mr. McHugh stated DWR expects a timeline and a budget/funding to show how the program may be implemented. Ms. Hunter stated the importance of having immediate actionable backstops. She stated if the projects (i.e. recharge projects) fail, a plan needs to be in place to get to sustainability. Discussion ensued on what is considered satisfactory to DWR regarding demand management. Answering a question from Ms. Violich, Mr. McHugh stated he reviewed neighboring GSPs that were approved and he believes DWR is focused on conditions of groundwater levels, subsidence, etc. There was a discussion on developing a Memorandum of Understanding (MOU) or formal agreement to include in the GSP that would structure a well mitigation process. Discussion ensued on various components of demand management, well mitigation, and projects and management actions. Answering a question from Ms. Lely, Ms. Hunter stated the new well stipulations in Glenn County are planned to be captured in the GSP revision. Mr. Reimers mentioned the importance of having water storage throughout the basin. Mr. McHugh reviewed the technical aspects of how water levels are being measured and how mitigation and demand management may help support those levels. Answering a question from Ms. Lely, Mr. Carmon stated he is in discussion with the Army Corps of Engineers, who is responsible for Black Butte Dam during the flood season, regarding more flexible water operations and the potential for increased water storage.
 - There was a discussion regarding the timeline and scheduling of the GSP revision process. Ms. Hunter announced a study session on the GSP determinations will take

place at the Tehama County Groundwater Commission on February 13 and encouraged interested individuals to attend. She then asked the CSGSA if they would be interested in having a similar study session regarding the Corning Subbasin GSP revisions. Mr. Carmon stated some of his concerns regarding the well mitigation process. Mr. Turnbull provided some historical context on the setting of minimum thresholds, and encouraged openness in relation to holding study sessions. There was discussion on the importance of using surface water versus groundwater and having a plan to incentivize surface water use.

- Mr. McHugh continued the presentation by reviewing Task 3, highlighting monitoring wells, video logging of wells to better understand the well's construction, and domestic well monitoring program. Task 4 includes plans related to recharge projects and Task 5 focuses on regional conjunctive use and encouraging the use of surface water when available. Ms. Violich mentioned potentially annexing acres into Orland Unit to incentivize using surface water. Mr. Reimers stated some challenges associated with the annexation process.

11. Committee Reports

a. Corning Subbasin Advisory Board

b. Corning Subbasin GSP Determination Response Ad Hoc Committee

- In relation to Item 11.a. Mr. Turnbull stated most of the updates are included in the packet and the next meeting is on February 7, 2024. He stated the Tehama County members were re-appointed to a new four-year term. Responding to a question, Ms. Violich stated she would like to stay on the CSAB for another term. Mr. Carmon suggested that he be an Alternate member instead of a primary member and Mr. Amaro be the primary member, as he has a conflict during those scheduled meetings. Mr. Amaro agreed.
- Relating to Item 11.b., there were no additional updates from the GSP Determination Response Ad Hoc Committee.

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

- Mr. Carmon stated he is very positive regarding the meeting with the Army Corps of Engineers and looking forward to seeing results.
- Ms. Violich stated the Monroeville Water District fees will be reduced by about half on the next bill.

13. Next Meeting

- The next regular meeting is scheduled for February 22, 2024 at 2:00 p.m.

14. Adjourn

- The meeting was adjourned at 4:10 p.m.

5. 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.

6. 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.

7. 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 (December 2023)
- Budget to Actuals (December 2023)
- Transaction Listing (December 2023)
- Balance Sheet (Draft January 2024)
- Budget to Actuals (Draft January 2024)
- Transaction Listing (Draft January 2024)
- Claims Summary

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

COUNTY OF GLENN
General Ledger Summary
Balance Sheet Accounts
For the Period Ending:
Jan 31, 2024

Organization Key: 04797000 - CORNING SUB-BASIN GRNDWTR SA

Object Type	Object Group Description	Object Code	Balance
ASSETS			
	CURRENT ASSETS		
		00100 - CASH IN TREASURY	196,747.17
	CURRENT ASSETS - Summary		\$196,747.17
AS - Summary			\$196,747.17
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:
Jan 31, 2024

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	179,077.51	173,806.49	50.75%
CHARGES FOR CURRENT SERVICES - Summary				\$352,884.00	\$179,077.51	\$173,806.49	50.75%
RV - Summary				\$352,884.00	\$179,434.32	\$173,449.68	50.85%
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	1,458.07	7,541.93	16.20%
OTHER CHARGES - Summary				\$9,000.00	\$1,458.07	\$7,541.93	16.20%
CONTINGENCY							

COUNTY OF GLENN
General Ledger Summary
Budget to Actuals
For the period Ending:
Jan 31, 2024

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	\$15,502.12	\$337,381.88	4.39%
Net Return/ (Cost)				\$0.00	\$163,932.20	(\$163,932.20)	4.39%

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	JE242010	AutoID: JE004263 Job: 2432685	JE 01/12/24	02432685	177,619.44	0.00	177,619.44
*****Total *SUBS 00100		CASH IN TREASURY		DR	177,619.44	0.00	177,619.44
GL 04797000-05700	JE242010	CY SECURED APPN 12/29/23	JE 01/12/24	02432685	1,458.07	0.00	1,458.07
*****Total *SUBS 05700		ADMINISTRATIVE EXPENSE		DR	1,458.07	0.00	1,458.07
GL 04797000-61152	JE242010	CY SECURED APPN 12/29/23	JE 01/12/24	02432685	0.00	179,077.51	179,077.51
*****Total *SUBS 61152		SPECIAL ASSESSMENT		CR	0.00	179,077.51	179,077.51
*****Total *KEY 04797000		CORNING SUB-BASIN GRNDWTR SA		DR-CR	179,077.51	179,077.51	0.00
		** GRAND TOTAL **		DR-CR	179,077.51	179,077.51	0.00

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%

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

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

³Pollution 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

TABLE OF CONTENTS

PREAMBLE	1
RECITALS	1
ARTICLES	
1 PURPOSES	2
2 RULES OF CONSTRUCTION	3
3 PARTIES TO AGREEMENT	3
4 CREATION OF AUTHORITY	3
5 TERM OF AGREEMENT	3
6 BYLAWS	4
7 POWERS OF THE AUTHORITY	4
8 AUTHORITY FUNCTIONS AND RESPONSIBILITIES	5
9 MEMBER AGENCY RESPONSIBILITIES	5
10 TERMINATION	6
11 PROHIBITION AGAINST ASSIGNMENT	7
12 AMENDMENTS	7
13 ENFORCEMENT	7
14 COUNTERPARTS	7
15 AGREEMENT COMPLETE	8
16 FILING WITH SECRETARY OF STATE	8
SIGNATORIES	8
APPENDIX A	
JOINT POWER AGREEMENT	
MEMBER AGENCIES	

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

TABLE OF CONTENTS

ARTICLE		
I.	DEFINITIONS	3
II.	OFFICES	4
III.	GOVERNING BOARD	
	A. GOVERNING BOARD	4
	B. ELECTION OF BOARD MEMBERS	4
	C. TERMS OF OFFICE	5
	D. VOTING AND COMPENSATION	6
	E. POWERS OF THE BOARD	6
	F. ADDITIONAL DUTIES OF THE BOARD	7
IV.	OFFICERS	
	A. PRESIDENT AND VICE PRESIDENT	7
	B. RISK MANAGER	7
	C. TREASURER AND AUDITOR	8
	D. ASSUMPTION OF DUTIES	8
	E. OFFICIAL BOND	8
	F. REMOVAL AND VACANCIES	9
V.	LIABILITY OF GOVERNING BOARD, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS	9
VI.	BOARD MEETINGS	
	A. REGULAR MEETINGS	9
	B. SPECIAL MEETINGS	10
	C. RALPH M. BROWN ACT AND CLOSED SESSIONS	10
	D. PLACE OF MEETINGS	11
	E. RULES OF ORDER AND MINUTES	11
	F. QUORUM	11
	G. ADJOURNED MEETINGS	11
VII.	MEMBERSHIP	
	A. NEW MEMBER AGENCIES	12
	B. CANCELLATION	12
	C. WITHDRAWAL	13
	D. EFFECT OF WITHDRAWAL	13
VIII.	ACCOUNTS, RECORDS, AND AUDITS	
	A. ACCESSIBILITY OF BOOKS AND RECORDS	13
	B. AUDITS	13
	C. AUTHORIZATION OF PAYMENTS	14
IX.	NOTICES	14

X.	CONTRIBUTIONS	
	A. CONTRIBUTION CHARGE	14
	B. REBATES	15
	C. CONTRIBUTION SURCHARGE	15
	D. INSTALLMENT PLANS	16
	E. TIMELINESS OF PAYMENTS	16
XI.	COVERAGES	
	A. BASIC RISK COVERAGES	17
	B. PROPERTY COVERAGE	17
	C. EFFECTIVE DATE	17
	D. SUBROGATION	17
	E. SPECIAL COVERAGES	17
	F. ADDITIONAL INSURANCE COVERAGES	18
	G. WORKERS' COMPENSATION PENALTIES	18
XII.	SETTLEMENT AUTHORITY	18
XIII.	DISPUTE RESOLUTION	
	A. NEGOTIATION	18
	B. APPEAL TO THE BOARD	19
	C. RECONSIDERATION	19
	D. ARBITRATION OR MEDIATION	19
	E. LITIGATION	20
XIV.	AMENDMENTS	20

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.



County of Glenn
Glenn-Colusa Irrigation District
Monroeville Water District
.....

February 22, 2024

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. ***Consider allocating funds for reimbursement of water-related costs for groundwater recharge and authorize the Chairman to approve the purchase of water.**

At the February 7, 2024 Corning Subbasin Advisory Board meeting, there was discussion on the desire to capture as much winter water as possible for groundwater recharge. It was noted that low-cost water may be available for a limited time, and there may be potential sites available to receive this water in the very near-term. While several details have yet to be determined, it may be helpful to have a designated fund for water-related costs, in order to take advantage of the low-cost water if a site is available and water could be delivered. The designated fund for water-related costs could include the purchase of water and related costs for the water, such as operations and maintenance fees.

10. **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. ***Consider User Classification Change Request appeal for parcels 032-320-006-000, 032-320-008-000, and 032-340-015-000.**
- c. Discussion on CSGSA Fee Policy and Variance Process.

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 was received in January 2024. There are some additional parcels that are invoiced directly by the CSGA. These invoices were mailed the week of February 19, 2024.

The CSGSA also implemented a User Classification Change Request (UCCR) process. To date, the CSGSA received 4 UCCR. Staff reviewed the requests and issued 1 approval and 3 denials. (No change since last meeting.)

UCCR Appeals

The CSGSA Fee Policy outlines an appeal process which states:

*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.***

Appeals were received for three parcels (032-320-006-000, 032-320-008-000, 032-340-015-000) on February 1, 2024. Attached are the UCCR forms, staff decision letters, appeal letter, and support information provided by the applicant.

Fee Policy and Variance Process

At the January 25, 2024 meeting, there was a lengthy discussion on potential updates to the CSGSA Fee Policy including the addition of a variance process. Following additional discussion and confirmation or direction on key points, staff will work with Counsel to bring a draft revised policy to the CSGSA in the near future.

Key Points for discussion:

- Address 45-day requirement to submit a UCCR. Remove the 45-day requirement and instead allow forms to be submitted at any time with clarification on when the change would be effective (if approved).
- Distinction between a change request to address corrections (not classified properly) versus a request for a more granular assessment with multiple user classifications per parcel (variance process).
- Change request (correction) is retro-active; variance process could be moving forward rather.
- Add provision to collect fees (application fee) for the variance process and clarity on what the fees are. This would allow parcel owners to determine up front if the process is worth the effort to them.
 - Expect at least 2 hours of staff time per request (each parcel). Blended hourly rate (average of staff weighted rate) could be \$94.43. Additional time (after 2 hours) could be time and materials basis (currently up to \$124.88 per hour).
- Include clarity on non-irrigated portions of the parcel for the more granular review- there was a discussion on potentially requiring habitat lands or similar types to show they are designated habitat or wetlands or protected in some way that would not allow the parcel owner to change the use to irrigated cropland.

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:

- Appeal packet: Parcels 032-320-006-000, 032-320-008-000, 032-340-015-000

CSGSA- User Classification Change Request Form

Submitted by: lhunter_countyofglenn

Submitted time: Jan 3, 2024, 10:44:58 AM

Parcel Owner Name

SARENNA SHAW/SIDRA SHAW J.T.

Parcel Owner Mailing Address

PO BOX 1350, HAMILTON CITY, CA 95951

Parcel Owner Phone Number

530-774-4445

Parcel Number

032-320-006

Parcel Acreage

288.68

Reason for User Classification Change Request

- **Parcel is improperly classified**

Requested User Classification

Irrigated- Groundwater

Land Use

Irrigated area

Number of acres in this land use category

264.2

Add another user classification for this parcel

Yes

Requested User Classification

Irrigated- Groundwater

Land Use

Residential/ domestic

Number of acres in this land use category

2

Add another user classification for this parcel

Yes

Requested User Classification

Non-Irrigated

Land Use

Natural habitat

Number of acres in this land use category

27.25

Do you have a surface water provider?

No

Do you have a surface water permit or surface water right?

No

Do you have a groundwater well on this parcel?

Yes

What is the well type?

Multi-use- Domestic and agricultural

What water supplies do you use on this parcel?

Groundwater

Supporting Information

PDF 032.320.006_23.12.07.pdf
298.8KB

Owner Printed Name

SARENNA SHAW/ SIDRA SHAW J.T. BY VAL SHAW

Owner Signature



signature-20240103104451928.jpg

Date and Time Submitted

Dec 7, 2023, 1:00:00 PM

Staff Review

Lisa Hunter

Review Status

Deny

Reason Denied

Existing Classification Consistent with the Fee Policy Definition: Existing groundwater well

Staff Reviewed Date and Time

Jan 3, 2024, 11:11:40 AM

Staff Decision Status Letter Sent

Jan 3, 2024

Decision Letter Upload

DOCX 24.01.03 UCCR Response 032.320.006.docx
44.1KB

PDF 24.01.03 UCCR Response 032.320.006.pdf
113.2KB

Appeal Requested

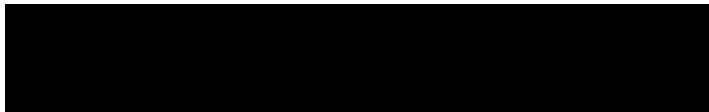
Yes

Date Appeal Request Received

Feb 1, 2024

Appeal Supporting Information Submitted

PDF 032.320.006_032.320.008_032.340.015_Appeal_Letter_24.02.01.pdf
63.4KB



PDF 032.320.006_Appeal_Support_24.02.01 v public.pdf
197.2KB

CSGSA Meeting Date To Hear Appeal

Feb 22, 2024



January 3, 2024

Dear SHAW SIDRA A,

On December 7, 2023, you submitted a Corning Sub-basin Groundwater Sustainability Agency (CSGSA) User Classification Change Request Form for parcel number 032-320-006. The Change Request was based on the following claim:

- Improper parcel classification
- Incorrect acreage assessment
- Land use change

The Changes Request is summarized below:

<u>Parcel Information</u>	<u>Original</u>	<u>Requested</u>
Total Acres	<u>288.6841</u>	
Non-Irrigated User Class Acres		<u>27.25</u>
Irrigated-Surface Water User Class Acres		
Irrigated-Groundwater User Class Acres	<u>288.6841</u>	<u>266.2</u>

The CSGSA Fee Policy defines the User Classifications as noted below.

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.

The CSGSA staff reviewed the information provided in the Change Request and based on this information, the Change Request has been

- APPROVED
- APPROVED WITH MODIFICATION
- DENIED

Denial of the request is based on the following criteria:

- Existing Classification is Consistent with the Fee Policy Definitions
 - Land Use
 - Existing groundwater well
 - Parcel size
 - Unverified surface water access
- Existing Parcel acreage is confirmed by staff review of parcel information
- Parcel land use change has not been verified

The current parcel data for parcel number 032-320-006 is:

<u>Parcel Information</u>	<u>Current</u>
Total Acres	<u>288.6841</u>
Non-Irrigated User Class Acres	
Irrigated-Surface Water User Class Acres	
Irrigated-Groundwater User Class Acres	<u>288.6841</u>

According to Section 5 of the CSGSA Fee Policy, this staff decision can be appealed to the CSGSA. The section of the policy is included below. The policy can also be viewed online at: <https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/sustainable-groundwater-management-9>

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.

Sincerely,



Lisa Hunter

Lisa Hunter:

Lisa, firstly I want to thank you for all the assistance on the proper allocations of the property in the Corning Water Sub-basin Ground Water Assessment. I especially thank you for your skills in evaluating the aerial photos which demonstrate how the different parcels are irrigated and farmed. Aerial photos fairly accurately delineate the irrigated orchard ground from the non-irrigated habitat areas, thus facilitating the proper assessment for the SCB.

Attached are the aerial photos which depict the orchard and habitat values for parcels 032-320-006-000, 032-320-008-000 and 032-340-015-000:

006- Acres 288.68(cis)

264.2 irrigated walnuts (Koehnen)
2.0 irrigated home/yard
2.25 non-irrigated habitat

Tax

264.2 x 14.59 = 3854.69
2 x 14.59 = 29.18
22.25 x .92 = 20.68

\$3904.55

008 Acres 338.77 A

221.77 irrigated walnuts (Koehnen)
117 non irrigated habitat

Tax

221.77 x 14.59 = 3235.62
117 x .92 = 107.64

\$3349.26

015 Acres 191.34 (cis)

160 irrigated walnuts (Koehnen)
2 irrigated house
29.14 non irrigated habitat

Tax

160 x 14.59 = 2334.4
2 x 14.59 = 29.18
29 x .92 = 25.80

\$2389.38

Based on actual photos of the parcels along with known acreage from previous surveys prior to orchard planting, this should definitively settle any questions regarding acreage, land use and tax assessment of the three parcels. All are designated as parcels in the CSG Water Assessment area.

Please make these adjustments to the acreage, ground water, use and the earlier assessments. I am open to adjustments on second installments or a direct refund. It is also good to have accurate data going forward to avoid repeating the errors in perpetuity. It appears that in each instance the maximal irrigation orchard rate 14.59 was used in place of the much lower non irrigated habitat .92 per acre habitat rate. This resulted in tax assessments greater than what they needed to be. The new data that I am providing for you corrects the situation. Again, thanks for all the help getting the assessment data correct.

Refunds to Stoney Creek Ranch Inc.

006 4211.90 previous tax
 -3904.55 correct data
 307.35 refund due

008 4942.66 previous tax
 - 3349.26 correct data
 1593.40 refund due

015. 2788.66 previous tax
 -2389.38 correct data
 399.28 refund due

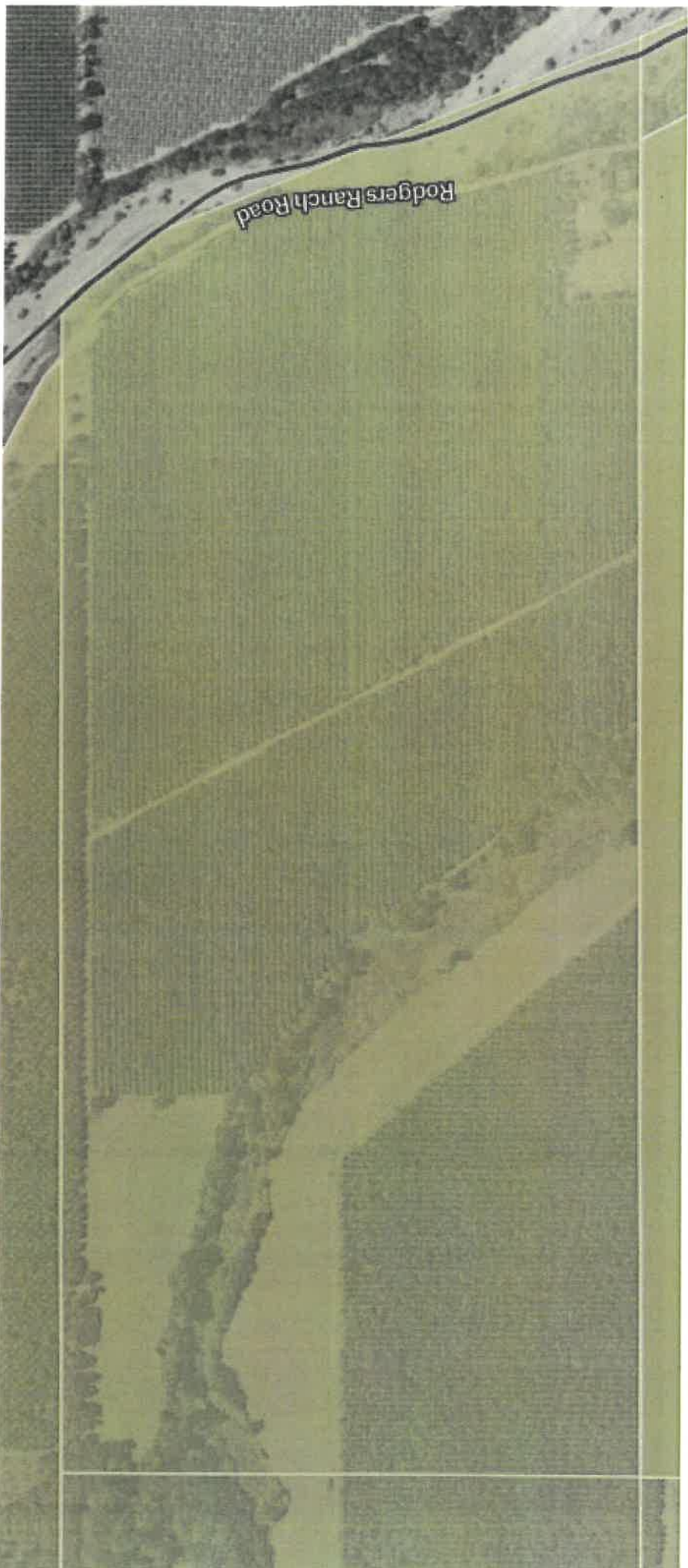
If you need any additional information let me know.

Sincerely,



Val K. Shaw
530 774 4445

032-320-006



Total acres

288.4841 (GIS)

292.17 (assessor)

264.2ac - irrigated - melons (Kohmen's)

2ac. - irrigated - house yard

22.75ac - non-irrigated - wildlife open

GLENN COUNTY 2023 - 2024 PROPERTY TAX BILL
Glenn County Tax Collector
516 West Sycamore Street, Willows, CA 95988, (530) 934-6410
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

PROPERTY INFORMATION		IMPORTANT MESSAGES
ASMT NUMBER: 032-320-006-000	TAX RATE AREA: 086032	This property is part of an agricultural preserve
ORIG ASMT: 032-320-006-000	ACRES: 292.17	
FEE NUMBER: 032-320-006-000		
LOCATION: 8265 CO RD 23		

P O BOX 1350
HAMILTON CITY CA 95951

2023-2024

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
GENERAL INQ. (530) 934-6410	LAND	0	23289	23289
VALUATIONS (530) 934-6402		0	0	0
TAX RATES (530) 934-6476		0	0	0
EXEMPTIONS (530) 934-6402	STRUCTURAL IMPROVEMENTS	0	221121	221121
PAYMENTS (530) 934-6410		0	0	0
PERS PROP (530) 934-6402		0	0	0
ADDR CHGS (530) 934-6402		0	0	0
NET TAXABLE VALUE				244410
VALUES X TAX RATE PER \$100 1.000000				\$2,444.10

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES					
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	TAX RATE / 100	TAX AMOUNT
(530) 826-3261	25201	HAMILTON CITY 2019 SERIES A BOND	244410	0.030097	\$73.56
(530) 895-2353	26510	BUTTE COLLEGE ELECTION OF 2002 BOND	244410	0.017912	\$43.76
(530) 895-2353	26511	BUTTE COLLEGE ELECTION OF 2016 BOND	244410	0.019018	\$46.48

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
(530) 934-6530	SOLID WASTE DISPOSAL	\$42.74	(530) 934-6501	OLIVE PEST MGMT	\$0.20	(530) 826-3355	HAMILTON FIRE	\$558.44
(800) 273-5167	GLENN VALLEYWIDE MO	\$1.26	(530) 934-6402	WILLIAMSON ACT A	\$75.74	(530) 934-7794	MONROEVILLE WAT	\$1,545.58
(530) 934-6540	CORNING SUB-BASIN GS	\$4,211.90						
		PENALTY & COST	\$0.00			AGENCY TAXES		\$163.80
		AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES				DIRECT CHARGES		\$6,435.86
						FEES		\$0.00
								\$6,599.66

1st INSTALLMENT \$4,521.88	2nd INSTALLMENT \$4,521.88	TOTAL TAXES
PAID ON 12/04/2023	DELINQUENT AFTER 04/10/2024	\$9,043.76

GLENN COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 032-320-006-000	TAX YEAR: 2023	MAKE CHECK PAYABLE TO:
ORIG ASMT: 032-320-006-000		Glenn County Tax Collector
FEE NUMBER: 032-320-006-000		516 West Sycamore Street
LOCATION: 8265 CO RD 23		Willows, CA 95988

P O BOX 1350
HAMILTON CITY CA 95951

2023-2024 **2ND**

IF PAID BY 04/10/2024 \$4,521.88

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF \$452.18 AND \$10.00 COST) \$4984.06

032320006000820230000004521886200000498406820230

CUT HERE

GLENN COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 032-320-006-000	TAX YEAR: 2023	MAKE CHECK PAYABLE TO:
ORIG ASMT: 032-320-006-000		Glenn County Tax Collector
FEE NUMBER: 032-320-006-000		516 West Sycamore Street
LOCATION: 8265 CO RD 23		Willows, CA 95988

P O BOX 1350
HAMILTON CITY CA 95951

2023-2024 **1ST**

PAID ON 12/04/2023 \$4,521.88

PAID

032320006000820230000004521886100000497406920230

CSGSA- User Classification Change Request Form

Submitted by: lhunter_countyofglenn

Submitted time: Jan 3, 2024, 10:39:11 AM

Parcel Owner Name

SARENNA SHAW/SIDRA SHAW J.T.

Parcel Owner Mailing Address

PO BOX 1350, HAMILTON CITY, CA 95951

Parcel Owner Phone Number

530-774-4445

Parcel Number

032-330-008

Parcel Acreage

338.77

Reason for User Classification Change Request

- **Parcel is improperly classified**

Requested User Classification

Irrigated- Groundwater

Land Use

Irrigated area

Number of acres in this land use category

221.77

Add another user classification for this parcel

Yes

Requested User Classification

Non-Irrigated

Land Use

Natural habitat

Number of acres in this land use category

117

Add another user classification for this parcel

No

Do you have a surface water provider?

No

Do you have a surface water permit or surface water right?

No

Do you have a groundwater well on this parcel?

Yes

What is the well type?

Irrigation/agricultural

What water supplies do you use on this parcel?

Groundwater

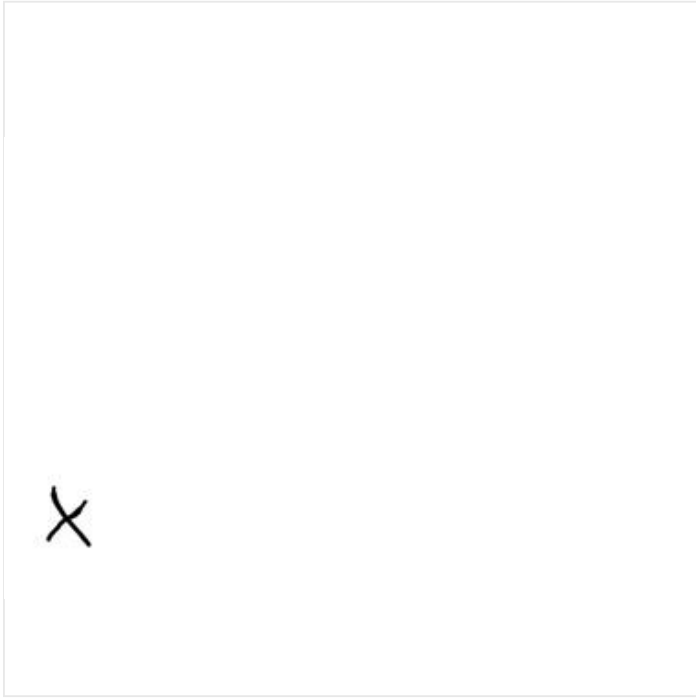
Supporting Information

PDF 032.330.008_23.12.07.pdf
282.6KB

Owner Printed Name

VAL K SHAW

Owner Signature



signature-20240103103904354.jpg

Date and Time Submitted

Dec 7, 2023, 1:00:00 PM

Staff Review

Lisa Hunter

Review Status

Deny

Reason Denied

Existing Classification Consistent with the Fee Policy Definition: Existing groundwater well

Staff Reviewed Date and Time

Jan 3, 2024, 11:38:06 AM

Staff Decision Status Letter Sent

Jan 3, 2024

Decision Letter Upload

DOCX 24.01.03 UCCR Response 032.330.008.docx
44.2KB

PDF 24.01.03 UCCR Response 032.330.008.pdf
115.7KB

Appeal Requested

Yes

Date Appeal Request Received

Feb 1, 2024

Appeal Supporting Information Submitted

PDF 032.320.006_032.320.008_032.340.015_Appeal_Letter_24.02.01.pdf
63.4KB



PDF 032.330.008_Appeal_Support_24.02.01 v public.pdf
186.3KB

CSGSA Meeting Date To Hear Appeal

Feb 22, 2024



January 3, 2024

Dear SHAW SIDRA A,

On December 7, 2024, you submitted a Corning Sub-basin Groundwater Sustainability Agency (CSGSA) User Classification Change Request Form for parcel number 032-330-008. The Change Request was based on the following claim:

- Improper parcel classification
- Incorrect acreage assessment
- Land use change

The Changes Request is summarized below:

<u>Parcel Information</u>	<u>Original</u>	<u>Requested</u>
Total Acres	<u>338.77</u>	
Non-Irrigated User Class Acres		<u>117</u>
Irrigated-Surface Water User Class Acres		
Irrigated-Groundwater User Class Acres	<u>338.77</u>	<u>221.77</u>

The CSGSA Fee Policy defines the User Classifications as noted below.

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.

The CSGSA staff reviewed the information provided in the Change Request and based on this information, the Change Request has been

- APPROVED
- APPROVED WITH MODIFICATION
- DENIED

Denial of the request is based on the following criteria:

- Existing Classification is Consistent with the Fee Policy Definitions
 - Land Use
 - Existing groundwater well
 - Parcel size
 - Unverified surface water access
- Existing Parcel acreage is confirmed by staff review of parcel information
- Parcel land use change has not been verified

The current parcel data for parcel number 032-330-008 is:

<u>Parcel Information</u>	<u>Current</u>
Total Acres	<u>338.77</u>
Non-Irrigated User Class Acres	
Irrigated-Surface Water User Class Acres	
Irrigated-Groundwater User Class Acres	<u>338.77</u>

According to Section 5 of the CSGSA Fee Policy, this staff decision can be appealed to the CSGSA. The section of the policy is included below. The policy can also be viewed online at: <https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/sustainable-groundwater-management-9>

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.

Sincerely,



Lisa Hunter

Lisa Hunter:

Lisa, firstly I want to thank you for all the assistance on the proper allocations of the property in the Corning Water Sub-basin Ground Water Assessment. I especially thank you for your skills in evaluating the aerial photos which demonstrate how the different parcels are irrigated and farmed. Aerial photos fairly accurately delineate the irrigated orchard ground from the non-irrigated habitat areas, thus facilitating the proper assessment for the SCB.

Attached are the aerial photos which depict the orchard and habitat values for parcels 032-320-006-000, 032-320-008-000 and 032-340-015-000:

006- Acres 288.68(cis)

264.2 irrigated walnuts (Koehnen)
2.0 irrigated home/yard
2.25 non-irrigated habitat

Tax

264.2 x 14.59 = 3854.69
2 x 14.59 = 29.18
22.25 x .92 = 20.68

\$3904.55

008 Acres 338.77 A

221.77 irrigated walnuts (Koehnen)
117 non irrigated habitat

Tax

221.77 x 14.59 = 3235.62
117 x .92 = 107.64

\$3349.26

015 Acres 191.34 (cis)

160 irrigated walnuts (Koehnen)
2 irrigated house
29.14 non irrigated habitat

Tax

160 x 14.59 = 2334.4
2 x 14.59 = 29.18
29 x .92 = 25.80

\$2389.38

Based on actual photos of the parcels along with known acreage from previous surveys prior to orchard planting, this should definitively settle any questions regarding acreage, land use and tax assessment of the three parcels. All are designated as parcels in the CSG Water Assessment area.

Please make these adjustments to the acreage, ground water, use and the earlier assessments. I am open to adjustments on second installments or a direct refund. It is also good to have accurate data going forward to avoid repeating the errors in perpetuity. It appears that in each instance the maximal irrigation orchard rate 14.59 was used in place of the much lower non irrigated habitat .92 per acre habitat rate. This resulted in tax assessments greater than what they needed to be. The new data that I am providing for you corrects the situation. Again, thanks for all the help getting the assessment data correct.

Refunds to Stoney Creek Ranch Inc.

006 4211.90 previous tax
 -3904.55 correct data
 307.35 refund due

008 4942.66 previous tax
 - 3349.26 correct data
 1593.40 refund due

015. 2788.66 previous tax
 - 2389.38 correct data
 399.28 refund due

If you need any additional information let me know.

Sincerely,



Val K. Shaw
530 774 4445

032-330-008



Total 338.77 acres

21.77 ac - irrigated

117.00 ac - non-irrigated - habitat

GLENN COUNTY 2023 - 2024 PROPERTY TAX BILL
Glenn County Tax Collector
516 West Sycamore Street, Willows, CA 95988, (530) 934-6410
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

PROPERTY INFORMATION		IMPORTANT MESSAGES
ASMT NUMBER: 032-330-008-000	TAX RATE AREA: 086032	This property is part of an agricultural preserve
ORIG ASMT: 032-330-008-000	ACRES: 338.77	
FEE NUMBER: 032-330-008-000		
LOCATION: PRT CAPAY RANCHO		

P O BOX 1350
HAMILTON CITY CA 95951

2023-2024

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
GENERAL INQ. (530) 934-6410	LAND	0	4407	4407
VALUATIONS (530) 934-6402		0	0	0
TAX RATES (530) 934-6476		0	0	0
EXEMPTIONS (530) 934-6402		0	0	0
PAYMENTS (530) 934-6410		0	0	0
PERS PROP (530) 934-6402		0	0	0
ADDR CHGS (530) 934-6402		0	0	0
NET TAXABLE VALUE				4407
VALUES X TAX RATE PER \$100 1.000000				\$44.06

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES					
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	TAX RATE / 100	TAX AMOUNT
(530) 826-3261	25201	HAMILTON CITY 2019 SERIES A BOND	4407	0.030097	\$1.32
(530) 895-2353	26510	BUTTE COLLEGE ELECTION OF 2002 BOND	4407	0.017912	\$0.78
(530) 895-2353	26511	BUTTE COLLEGE ELECTION OF 2016 BOND	4407	0.019018	\$0.82

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
(530) 826-3355	HAMILTON FIRE	\$23.40	(800) 273-5167	GLENN VALLEYWID	\$4.02	(530) 934-6402	WILLIAMSON ACT AF	\$369.36
(530) 934-7794	MONROEVILLE WATER D	\$1,792.10	(530) 934-6540	CORNING SUB-BASI	\$4,942.66			
								AGENCY TAXES \$2.92
								DIRECT CHARGES \$7,131.54
								FEES \$0.00
								AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES \$7,134.46

1st INSTALLMENT \$3,589.26	2nd INSTALLMENT \$3,589.26	TOTAL TAXES
PAID ON 12/04/2023	DELINQUENT AFTER 04/10/2024	\$7,178.52

GLENN COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 032-330-008-000 **TAX YEAR: 2023** **MAKE CHECK PAYABLE TO:**
ORIG ASMT: 032-330-008-000 **Glenn County Tax Collector**
FEE NUMBER: 032-330-008-000 **516 West Sycamore Street**
LOCATION: PRT CAPAY RANCHO **Willows, CA 95988**

P O BOX 1350
HAMILTON CITY CA 95951

2023-2024 **2ND**

IF PAID BY 04/10/2024 \$3,589.26

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF \$358.92 AND \$10.00 COST) \$3958.18

032330008000520230000003589264200000395818820230

CUT HERE

GLENN COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 032-330-008-000 **TAX YEAR: 2023** **MAKE CHECK PAYABLE TO:**
ORIG ASMT: 032-330-008-000 **Glenn County Tax Collector**
FEE NUMBER: 032-330-008-000 **516 West Sycamore Street**
LOCATION: PRT CAPAY RANCHO **Willows, CA 95988**

P O BOX 1350
HAMILTON CITY CA 95951

2023-2024 **1ST**

PAID ON 12/04/2023 \$3,589.26

PAID

032330008000520230000003589264100000394818920230

CSGSA- User Classification Change Request Form

Submitted by: lhunter_countyofglenn

Submitted time: Jan 3, 2024, 10:32:35 AM

Parcel Owner Name

SARENNA SHAW/ SIDRA SHAW JT

Parcel Owner Mailing Address

PO BOX 1350, HAMILTON CITY, CA 95951

Parcel Owner Phone Number

530-774-4445

Parcel Number

032-340-015

Parcel Acreage

191.134

Reason for User Classification Change Request

- **Parcel is improperly classified**

Requested User Classification

Irrigated- Groundwater

Land Use

Irrigated area

Number of acres in this land use category

160

Add another user classification for this parcel

Yes

Requested User Classification

Irrigated- Groundwater

Land Use

Residential/ domestic

Number of acres in this land use category

2

Add another user classification for this parcel

Yes

Requested User Classification

Non-Irrigated

Land Use

Natural habitat

Number of acres in this land use category

29.1346

Do you have a surface water provider?

No

Do you have a surface water permit or surface water right?

No

Do you have a groundwater well on this parcel?

Yes

What is the well type?

Multi-use- Domestic and agricultural

What water supplies do you use on this parcel?

Groundwater

Supporting Information

PDF 032.340.015_23.12.07.pdf
308.7KB

Owner Printed Name

SIDRA & SARENNA SHAW BY VAL SHAW

Owner Signature



signature-20240103103228796.jpg

Date and Time Submitted

Dec 7, 2023, 1:00:00 PM

Staff Review

Lisa Hunter

Review Status

Deny

Reason Denied

Existing Classification Consistent with the Fee Policy Definition: Existing groundwater well

Staff Reviewed Date and Time

Jan 3, 2024, 11:39:28 AM

Staff Decision Status Letter Sent

Jan 3, 2024

Decision Letter Upload

DOCX 24.01.03 UCCR Response 032.340.015.docx
44.2KB

PDF 24.01.03 UCCR Response 032.340.015.pdf
116.4KB

Appeal Requested

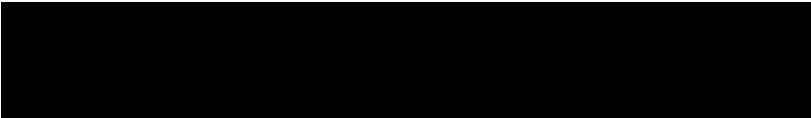
Yes

Date Appeal Request Received

Feb 1, 2024

Appeal Supporting Information Submitted

PDF 032.320.006_032.320.008_032.340.015_Appeal_Letter_24.02.01.pdf
63.4KB



PDF 032.340.015_Appeal_Support_24.02.01 v public.pdf
219.4KB

CSGSA Meeting Date To Hear Appeal

Feb 22, 2024



January 3, 2024

Dear SHAW SIDRA A & SARENNA A J/T,

On December 7, 2024, you submitted a Corning Sub-basin Groundwater Sustainability Agency (CSGSA) User Classification Change Request Form for parcel number 032-340-015. The Change Request was based on the following claim:

- Improper parcel classification
- Incorrect acreage assessment
- Land use change

The Changes Request is summarized below:

<u>Parcel Information</u>	<u>Original</u>	<u>Requested</u>
Total Acres	<u>191.1346</u>	
Non-Irrigated User Class Acres		<u>29.1346</u>
Irrigated-Surface Water User Class Acres		
Irrigated-Groundwater User Class Acres	<u>191.1346</u>	<u>162</u>

The CSGSA Fee Policy defines the User Classifications as noted below.

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.

The CSGSA staff reviewed the information provided in the Change Request and based on this information, the Change Request has been

- APPROVED
- APPROVED WITH MODIFICATION
- DENIED

Denial of the request is based on the following criteria:

- Existing Classification is Consistent with the Fee Policy Definitions
 - Land Use
 - Existing groundwater well
 - Parcel size
 - Unverified surface water access
- Existing Parcel acreage is confirmed by staff review of parcel information
- Parcel land use change has not been verified

The current parcel data for parcel number 032-340-015 is:

<u>Parcel Information</u>	<u>Current</u>
Total Acres	<u>191.1346</u>
Non-Irrigated User Class Acres	
Irrigated-Surface Water User Class Acres	
Irrigated-Groundwater User Class Acres	<u>191.1346</u>

According to Section 5 of the CSGSA Fee Policy, this staff decision can be appealed to the CSGSA. The section of the policy is included below. The policy can also be viewed online at: <https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/sustainable-groundwater-management-9>

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.

Sincerely,



Lisa Hunter

Lisa Hunter:

Lisa, firstly I want to thank you for all the assistance on the proper allocations of the property in the Corning Water Sub-basin Ground Water Assessment. I especially thank you for your skills in evaluating the aerial photos which demonstrate how the different parcels are irrigated and farmed. Aerial photos fairly accurately delineate the irrigated orchard ground from the non-irrigated habitat areas, thus facilitating the proper assessment for the SCB.

Attached are the aerial photos which depict the orchard and habitat values for parcels 032-320-006-000, 032-320-008-000 and 032-340-015-000:

006- Acres 288.68(cis)

264.2 irrigated walnuts (Koehnen)
2.0 irrigated home/yard
2.25 non-irrigated habitat

Tax

264.2 x 14.59 = 3854.69
2 x 14.59 = 29.18
22.25 x .92 = 20.68

\$3904.55

008 Acres 338.77 A

221.77 irrigated walnuts (Koehnen)
117 non irrigated habitat

Tax

221.77 x 14.59 = 3235.62
117 x .92 = 107.64

\$3349.26

015 Acres 191.34 (cis)

160 irrigated walnuts (Koehnen)
2 irrigated house
29.14 non irrigated habitat

Tax

160 x 14.59 = 2334.4
2 x 14.59 = 29.18
29 x .92 = 25.80

\$2389.38

Based on actual photos of the parcels along with known acreage from previous surveys prior to orchard planting, this should definitively settle any questions regarding acreage, land use and tax assessment of the three parcels. All are designated as parcels in the CSG Water Assessment area.

Please make these adjustments to the acreage, ground water, use and the earlier assessments. I am open to adjustments on second installments or a direct refund. It is also good to have accurate data going forward to avoid repeating the errors in perpetuity. It appears that in each instance the maximal irrigation orchard rate 14.59 was used in place of the much lower non irrigated habitat .92 per acre habitat rate. This resulted in tax assessments greater than what they needed to be. The new data that I am providing for you corrects the situation. Again, thanks for all the help getting the assessment data correct.

Refunds to Stoney Creek Ranch Inc.

006 4211.90 previous tax
 -3904.55 correct data
 307.35 refund due

008 4942.66 previous tax
 - 3349.26 correct data
 1593.40 refund due

015. 2788.66 previous tax
 -2389.38 correct data
 399.28 refund due

If you need any additional information let me know.

Sincerely,



Val K. Shaw
530 774 4445

GLENN COUNTY 2023 - 2024 PROPERTY TAX BILL
Glenn County Tax Collector
516 West Sycamore Street, Willows, CA 95988, (530) 934-6410
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

PROPERTY INFORMATION		IMPORTANT MESSAGES	
ASMT NUMBER:	032-340-015-000	TAX RATE AREA:	086032
ORIG ASMT:	032-340-015-000	ACRES:	199.60
FEE NUMBER:	032-340-015-000		
LOCATION:	8267 CO RD 23		

1316 FULTON ST
SAN FRANCISCO CA 94117-1416

2023-2024

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
GENERAL INQ. (530) 934-6410	LAND	0	10694	10694
VALUATIONS (530) 934-6402		0	0	0
TAX RATES (530) 934-6476		0	0	0
EXEMPTIONS (530) 934-6402	STRUCTURAL IMPROVEMENTS	0	188551	188551
PAYMENTS (530) 934-6410		0	0	0
PERS PROP (530) 934-6402		0	0	0
ADDR CHGS (530) 934-6402		0	0	0
		0	0	0
NET TAXABLE VALUE				199245
VALUES X TAX RATE PER \$100 1.000000				\$1,992.44

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES					
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	TAX RATE / 100	TAX AMOUNT
(530) 826-3261	25201	HAMILTON CITY 2019 SERIES A BOND	199245	0.030097	\$59.96
(530) 895-2353	26510	BUTTE COLLEGE ELECTION OF 2002 BOND	199245	0.017912	\$35.68
(530) 895-2353	26511	BUTTE COLLEGE ELECTION OF 2016 BOND	199245	0.019018	\$37.88

PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG	PHONE #	DESCRIPTION	DIR CHRG
(530) 934-6530	SOLID WASTE DISPOSAL	\$85.48	(530) 826-3355	HAMILTON FIRE	\$789.92	(800) 273-5167	GLENN VALLEYWIDE	\$0.08
(530) 934-6402	WILLIAMSON ACT AB1261	\$97.78	(530) 934-7794	MONROEVILLE WAT	\$1,055.88	(530) 934-6540	CORNING SUB-BASI	\$2,788.66

AGENCY TAXES \$133.52
 DIRECT CHARGES \$4,817.80
 FEES \$0.00
 AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES \$4,951.32

1st INSTALLMENT \$3,471.88	2nd INSTALLMENT \$3,471.88	TOTAL TAXES
PAID ON 12/04/2023	DELINQUENT AFTER 04/10/2024	\$6,943.76

GLENN COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 032-340-015-000 TAX YEAR: **2023** MAKE CHECK PAYABLE TO:
 ORIG ASMT: 032-340-015-000 **Glenn County Tax Collector**
 FEE NUMBER: 032-340-015-000 **516 West Sycamore Street**
 LOCATION: 8267 CO RD 23 **Willows, CA 95988**

1316 FULTON ST
SAN FRANCISCO CA 94117-1416

2023-2024 **2ND**

IF PAID BY 04/10/2024 \$3,471.88

DELINQUENT AFTER 04/10/2024 (INCLUDES 10% PENALTY OF \$347.18 AND \$10.00 COST) \$3829.06

032340015000520230000003471885200000382906620230

CUT HERE

GLENN COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 032-340-015-000 TAX YEAR: **2023** MAKE CHECK PAYABLE TO:
 ORIG ASMT: 032-340-015-000 **Glenn County Tax Collector**
 FEE NUMBER: 032-340-015-000 **516 West Sycamore Street**
 LOCATION: 8267 CO RD 23 **Willows, CA 95988**

1316 FULTON ST
SAN FRANCISCO CA 94117-1416

2023-2024 **1ST**

PAID ON 12/04/2023 \$3,471.88

PAID

032340015000520230000003471885100000381906720230

11. Corning Subbasin Groundwater Sustainability Plan (GSP)

- a. Receive update on Corning Subbasin GSP Implementation activities.
- b. Receive update on Corning Subbasin GSP “Incomplete” Determination.
- c. Concurrence with approach for estimating overdraft.
- d. Discussion on approach for revisions to Projects and Management Actions.
- e. Discussion on Sustainable Management Criteria for Groundwater Levels.

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 brief updates on the grant tasks, and specifically focus on the Corning Subbasin GSP Revision Status. LSCE will be looking for concurrence from the CSGSA on specific components of the revision process, particularly related to the approach for estimating overdraft, projects and management actions (PMAs), and approach for determining minimum thresholds for groundwater levels. The PMAs discussion will focus on a well mitigation program and a demand management workplan.

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

Attachments:

- GSP Revision Status Presentation

GSP Revision Status

Corning Sub-basin GSA Meeting



February 22, 2024



Outline

- Introduction
 1. Situation
 2. Background
- Analysis and Recommendations
 1. Dry Well Mitigation Program
 2. Demand Management Program
 3. Modification of Minimum Thresholds
- Next Steps



Situation

- DWR determination letter (10/26/2023) -incomplete GSP.
- Amended GSP due 4/23/2024
- Short timeframe to make decisions, implement changes to GSP, and conduct stakeholder engagement
- Uncertainty in information and estimates
- Tough decisions that will affect water use and economics
- Inadequate GSP will lead to State Water Resources Control Board intervention
- Partner agency (Tehama County) working through similar process for three additional basins, desire for some similarities among all



3

Background

- Deficiencies:

1. Overdraft conditions – no reasonable assessment of conditions or means to mitigate overdraft.

Corrective Actions:

A. Reevaluate the assessment of overdraft conditions in the Subbasin.

B. Provide a reasonable means to mitigate the overdraft that is continuing to occur in the Subbasin.

2. Chronic Lowering of Groundwater Levels –SMC is not compliant with GSP Regs for MO's and MT's.

Corrective Actions:

A. Refine the description of undesirable results to clearly describe the significant and unreasonable conditions the GSAs are managing the Subbasin to avoid.

B. The GSAs should remove the water year type requirement from the GSP's undesirable result definition.

C. The GSA should revise minimum thresholds to be set at the level where the depletion of supply across the Subbasin may lead to undesirable results and provide the criteria used to establish and justify minimum thresholds.

D. Provide an evaluation of how minimum thresholds may affect the interests of beneficial uses and users of groundwater or land uses and property interests.

DWR- Department of Water Resources
GSA- Groundwater Sustainability Agency
GSP- Groundwater Sustainability Plan
MO- Measurable Objective
MT- Minimum Threshold
PMA- Projects and Management Actions
SMC- Sustainable Management Criteria



4

General Feedback from DWR

- DWR consultation meetings – two to date, one scheduled in February
- DWR's View
 - Corning Subbasin is not on sustainability path based on existing conditions
 - Undesirable conditions are already occurring, dry wells and declining water levels
- Projects and Management Actions (PMAs)– Need backstop to recharge
- Well Mitigation is required for all wells



5

General Feedback from DWR

- DWR wants commitment, specificity, funding, and timeline.
- Considering PMAs, from recharge to demand management, focused in special zones & commensurate with conditions (triggers)
- GSA resolutions, demonstrates commitment, would spell out agreement, a plan with specific timeline and conditions for action. Time to deliberate, plan, and better engage the community.
- SMC Revisions – more detail on analysis requested
- MTs should be tied to undesirable results definition, likely need to change

DWR- Department of Water Resources
GSA- Groundwater Sustainability Agency
GSP- Groundwater Sustainability Plan
MO- Measurable Objective
MT- Minimum Threshold
PMA- Projects and Management Actions
SMC- Sustainable Management Criteria



6

Dry Well Mitigation

- Well permitting and ordinance to spatially and vertically isolate new wells to minimize impact on wells
- Note: Well permitting is the jurisdiction of the Counties
- Delivery of water and storage tanks
- Well deepening
- Well consolidation (many to one)

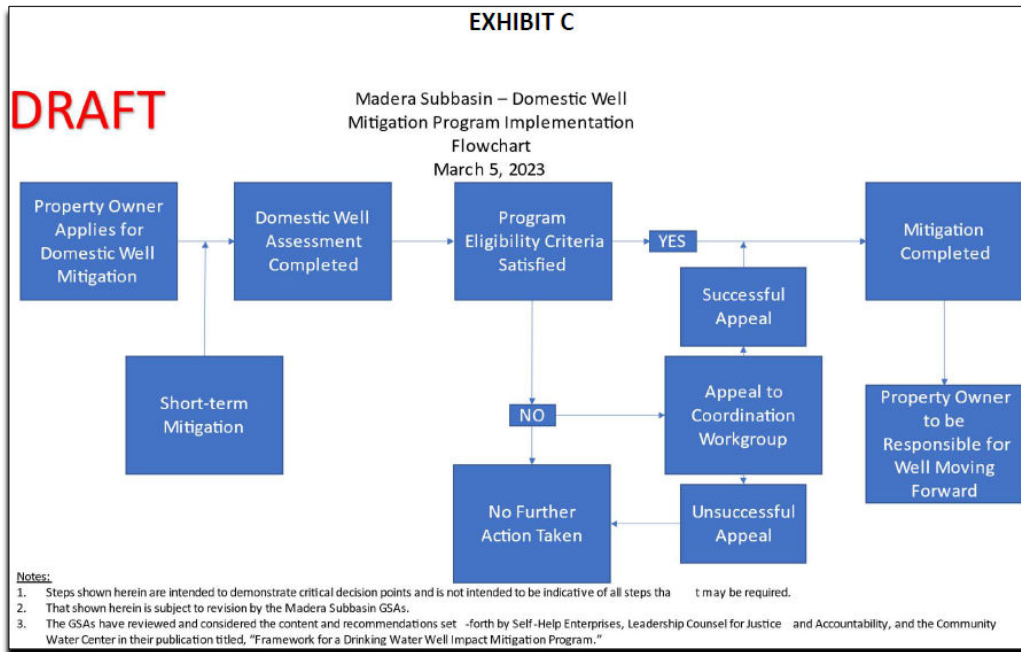
Dry Well Mitigation Program- Example



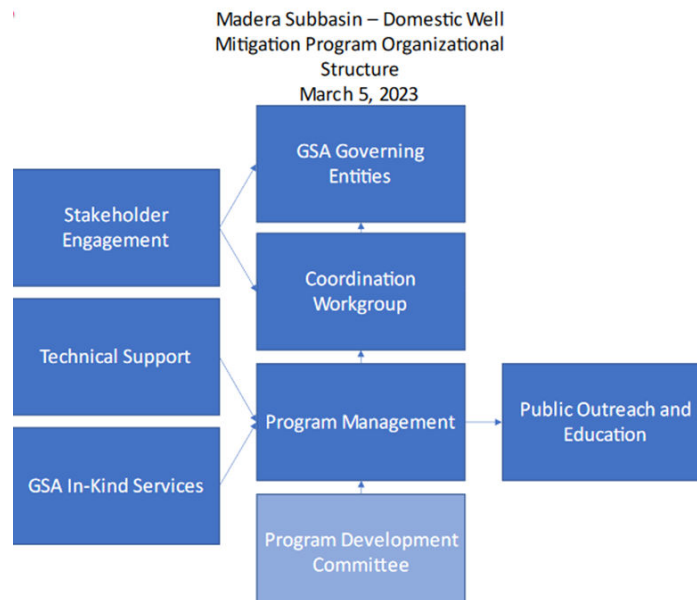
How will the program be implemented?

- Chowchilla Water District will administer the program
- No income threshold limit
- Implementation committee may be established to review the program
- Applicant must complete initial well assessment using preferred contractor
- Applicant must complete private well education online class
- Eligible mitigation includes drilling and well construction
- Program operates on first come, first serve basis
- Maximum award is \$30,000
- Award may only be used once per specified well and is recorded with title

Dry Well Mitigation Workplan- Example



Dry Well Mitigation Workplan- Example



Dry Well Mitigation Workplan

Items to consider in Program development:

- Program application process
- Public outreach
- Eligibility criteria (property/property owner)
- Preferred contractors (reputable services)
- Initial well evaluation
- Program form development (participation terms, agreement, education process/requirement)
- Priority (first-come-first-served)
- Eligible mitigation (supply focused) vs. non-eligible services (landscaping, ongoing maintenance, etc.)
- Mitigation award (how costs will be reviewed/approved)
- Recordation of mitigation award
- Coordination with counties, other programs
- Post-mitigation responsibility



11

Recommendation

Recommendation for the GSA to make a resolution that would create and implement a dry well mitigation program with funding and specific timelines for creation.



12

Demand Management Program, Overdraft

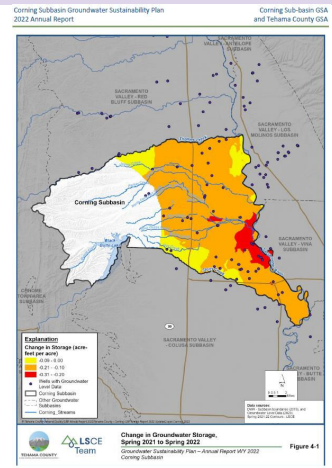
- GSP water budget water Year (Oct 1 – Sept 30) and used model
- Annual report water budget water level measurements (Spring to Spring) and extrapolated/projected
- Different methodology and time frame

Sustainable yield is ~172,000 AF

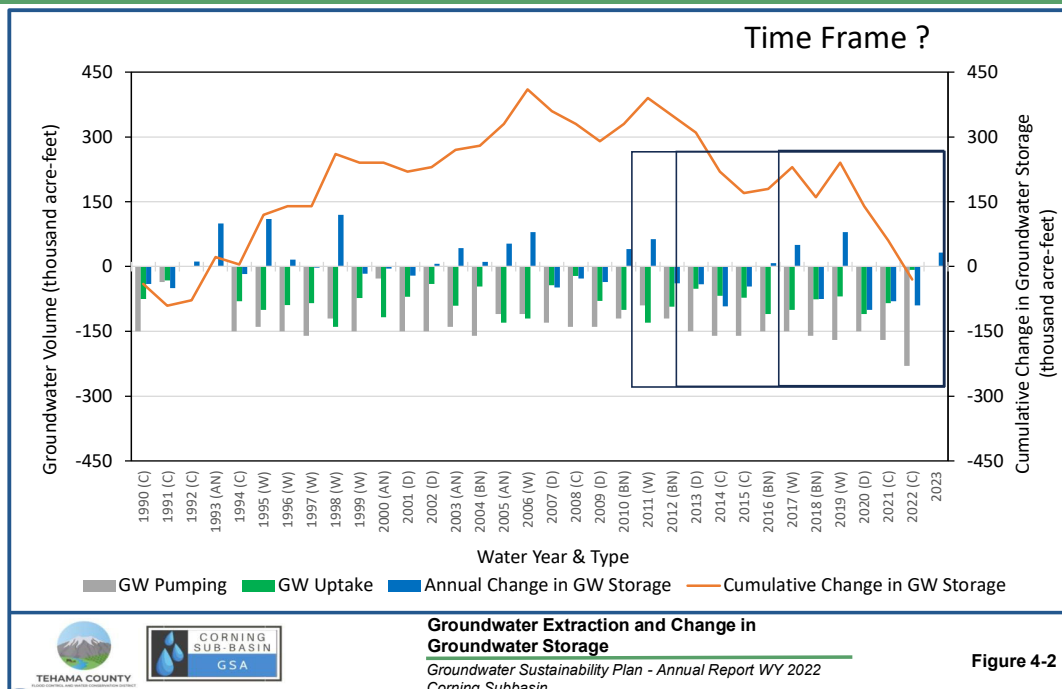
1990-2022 Groundwater pumping is ~150,000 AF average

2022 Groundwater pumping is ~230,000 AF

~60% Area Contoured



Overdraft Estimation



Overdraft Estimation

Average Change in Storage from 5 to 13 years

2011- 2023	2012- 2023	2013- 2023	2014- 2023	2015- 2023	2016- 2023	2017- 2023	2018- 2023	2019- 2023
-25,385	-32,750	-32,182	-31,300	-24,556	-21,875	-26,143	-38,833	-31,600

A deficient of ~21,900 to ~38,800 AF

Considerations:

- Land Use Changes
- Variable Water Year types
- Hybrid of model and empirical based methods
- Weighted for current conditions

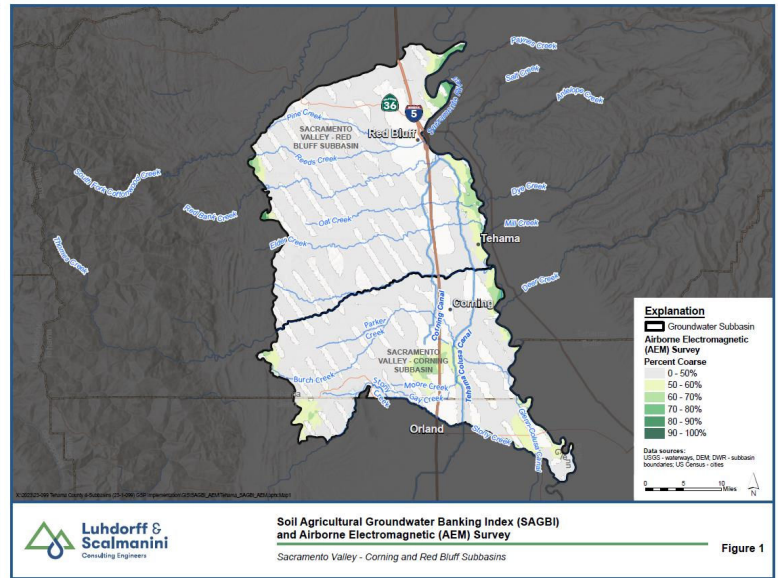
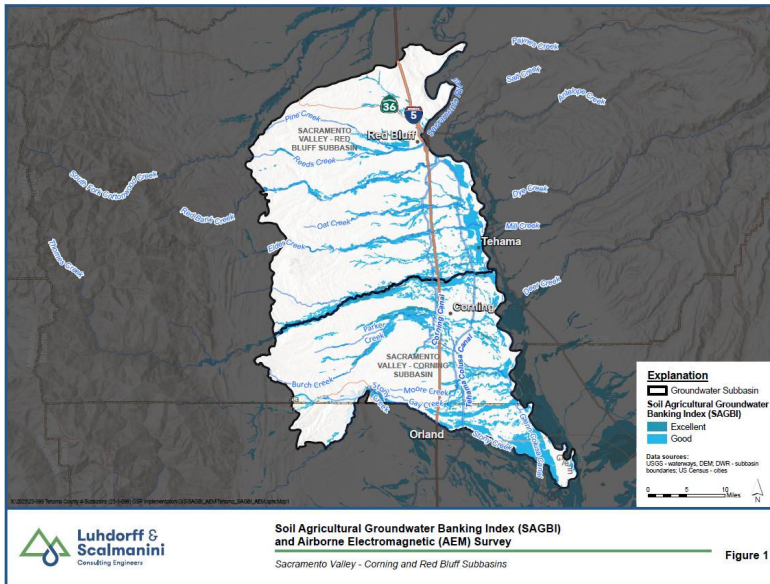


Projects and Management Actions

- GSPs contain PMAs and describe benefits
- Annual Reports include updates on PMAs
- DWR wants specificity and details
- DWR wants commitment
- PMAs focused in special zones
- Considering implementing PMAs commensurate with conditions (triggers), from recharge to demand management



Projects and Management Actions

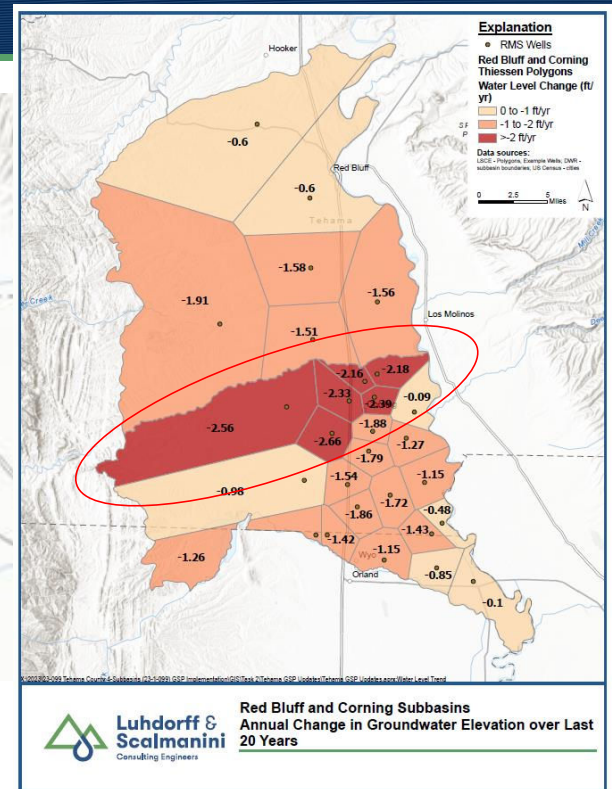
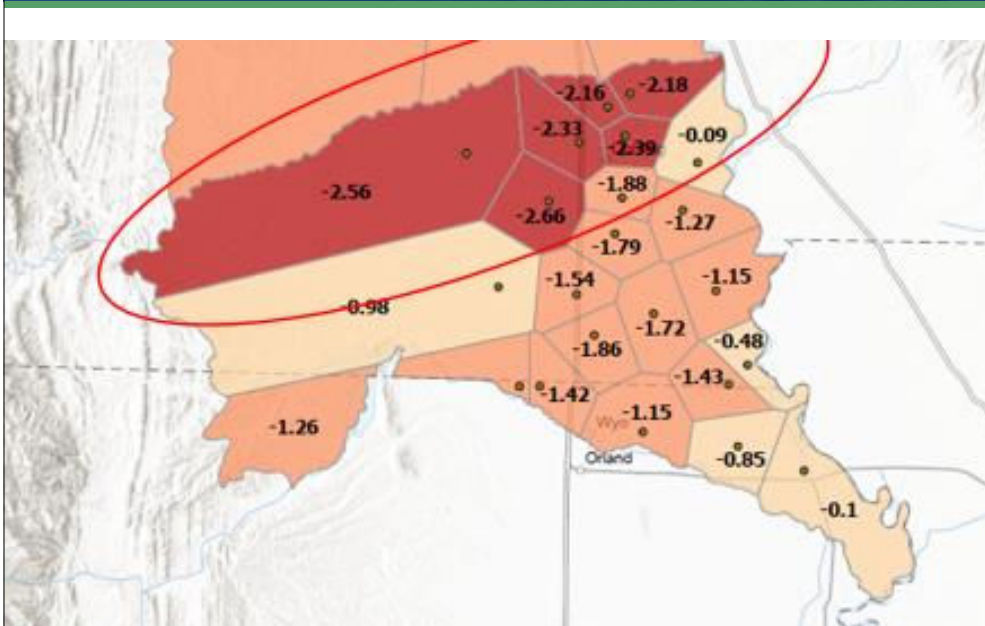


Projects and Management Actions

PMA	PMA Type	Estimated Recharge	Estimated Capital Cost	Estimated Annual Cost
Use of Full Surface Water Allocations	In-Lieu Recharge	900 AF/Year	TBD	\$787,500* *compared to \$735,000 to \$1,050,00 for groundwater pumping
Ouwua Infrastructure Improvements for In-Lieu Recharge	In-Lieu Recharge	12,000 – 25,000 AF/Year	\$15,000,000 -\$23,000,000	\$350,000 - \$550,000
Regional Surface Water Transfers for In-Lieu Recharge	In-Lieu Recharge	40,000 – 120,000 AF/Year	TBD	Up to \$350/AF* *compared to \$70-\$100/AF for groundwater
Invasive Plant Removal	Demand Reduction	9,240 AF/Year	\$21,000,000	TBD
Recycled Water use	In-Lieu Recharge	900 AF/Year	TBD	TBD
Groundwater Recharge through Unlined Conveyance Features	Direct Groundwater Recharge	25,000 AF/Year	TBD	TBD



Overdraft - Analysis



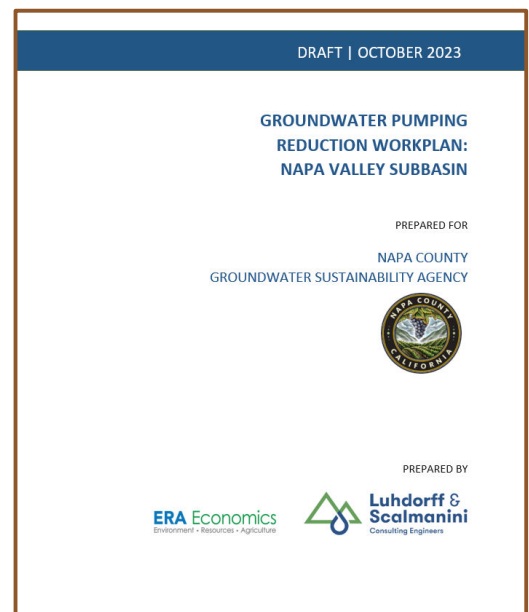
Demand Management Program

- Demand management range of actions could include
 - Voluntary: fallowing, dry farming, multi-benefit land repurposing (recreational spaces, renewable energy, habitat).
 - Involuntary: Irrigated land restrictions, pumping restrictions, allocations, water trading, and/or fee structures.
 - Demand management fee formulation includes Human Right to Water, beneficial use, and economic impacts.
 - Demand management will require legal review, and processes and resources to implement and enforce.



Demand Management - Demand Management Workplan Example

- Groundwater pumping reduction workplan
- Groundwater Pumping Reduction Goal
- Voluntary Approaches to Reduce Groundwater Pumping
- Economic analysis of water conservation practices
- Data Needs and Measuring Water Use
- Steps for Implementation
- Communication and Engagement
- Pumping Allocations
- Ordinances and Land Use Restrictions
- Training and Education



Recommendation

Recommendation for the GSA to make a resolution that would create and implement a demand management program with funding and specific timelines for creation.



Modification of Minimum Thresholds

Overview of 2022 SMC Development for Groundwater Levels

- Wells more than 30 years old were excluded
- Avoid Impacting 10% and 20% of domestic wells within 2 miles of each key well
- A safety factor of 25 feet
- Similar approach as neighboring basins implemented

Feedback from DWR is that any well (regardless of age) needs to be evaluated (part of the well mitigation program)

- Impacts to how MTs are set
 - Higher elevation MT, fewer wells impacted
 - Lower elevation MT, more wells could be impacted

DWR- Department of Water Resources
GSA- Groundwater Sustainability Agency
GSP- Groundwater Sustainability Plan
MO- Measurable Objective
MT- Minimum Threshold
PMA- Projects and Management Actions
SMC- Sustainable Management Criteria



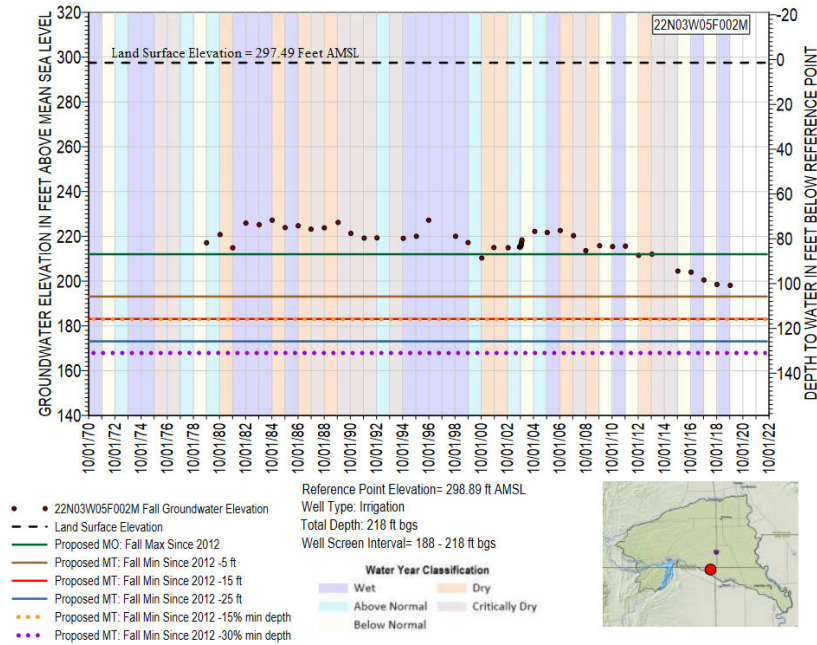
Modification of Minimum Thresholds

Existing Minimum Thresholds

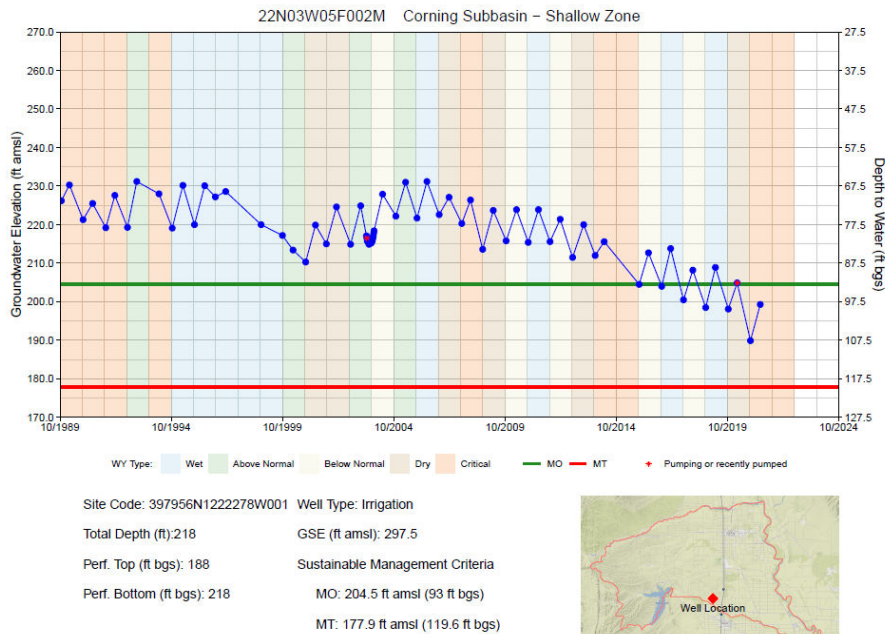
- **Stable wells** (2010 and 2019 stable groundwater elevations): Minimum fall groundwater elevation since 2012 minus 20-foot buffer
- **Declining wells** (2010 and 2019 stable groundwater elevations): Minimum fall groundwater elevation since 2012 minus 20% of minimum groundwater level depth.



Modification of Minimum Thresholds, May 5, 2021



Modification of Minimum Thresholds



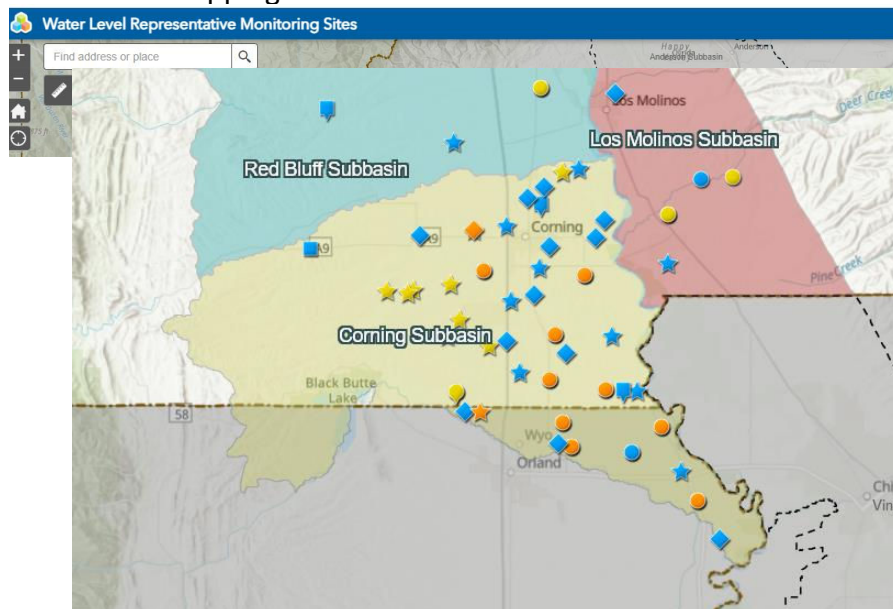
Minimum Thresholds – Colusa Subbasin

- Overview of Colusa Subbasin SMC for Groundwater Levels Considerations
 - Minimum Thresholds
 - Areas with dry wells (and/or subsidence) since 2015
 - 2020-2022 groundwater low
 - Areas without dry wells (and/or subsidence) since 2015
 - 2020-2022 low + 10 feet deeper (confirm with domestic well depths)
 - MOU being developed to commit to development of well mitigation and demand management plans



Minimum Thresholds – Groundwater Levels

- Draft Web Mapping Tool



Recommendation

- MT Options:

1. Maintain the MTs, and provide better explanation
2. Set MTs ~ 5% wells dewater.
3. Set MTs ~ 10% wells dewater.
4. 2020-2022 groundwater lows in focus areas, 10 feet deeper elsewhere
5. May 5, 2021 MT options
 - MT #1: minimum fall water elevation since 2012 minus 5-foot buffer (brown line)
 - MT #2: minimum fall water elevation since 2012 minus 15-foot buffer (red line)
 - MT#3: minimum fall water elevation since 2012 minus 25-foot buffer (blue line)
 - MT#4: minimum fall water elevation since 2012 minus 15% of minimum water level depth (orange dash)
 - MT#5: minimum fall water elevation since 2012 minus 30% of minimum water level depth (purple dash)

DWR- Department of Water Resources
GSA- Groundwater Sustainability Agency
GSP- Groundwater Sustainability Plan
MO- Measurable Objective
MT- Minimum Threshold
PMA- Projects and Management Actions
SMC- Sustainable Management Criteria



Recommendation

- Set groundwater level MTs higher:

1. MTs for chronic lowering of groundwater levels are “the groundwater elevation indicating a depletion of supply at a given location that may lead to undesirable results” DWR believes overdraft for Corning is underestimated they will expect MTs to be raised.
2. DWR not likely to approve MTs if greater than 10% wells dewater.
3. Recharge needs & demand management will decrease
4. Well mitigation costs will decrease



Recommendation

- Recommendation for the GSA to direct staff to modify the existing Minimum Thresholds including the criteria used to establish and justify the minimum thresholds.



31

Next Steps

Working Schedule- Subject to Change

- **February** – Approach for Revising GSPs & Draft Content
 - February 22- CSGSA
 - February 26- TC GSA
 - February 28 – TC GWC
 - February 29 – DWR Consultation Meeting

CSAB- Corning Subbasin Advisory Board
CSGSA- Corning Sub-basin GSA
TC GSA- Tehama County GSA (Tehama County Flood Control & Water Conservation District
TC GWC- Tehama County Groundwater Commission

- **March** – Draft Revised GSPs
 - March 6 – CSAB (this may be adjusted and instead meet February 28 and March 13)
 - March (TBD) – SGMA Implementation Public Workshop
 - March (TBD) - DWR Consultation Meeting, if necessary
 - Late March- Draft Revised GSP
 - March 27- TC GWC
 - March 28 – CSGSA

- **April** – Final Revised GSPs
 - Early April (TBD) – Comments on draft GSPs
 - April 3 – CSAB
 - April 5- TC GSA
 - April (TBD)- Final Draft Revised GSP
 - April 11 – CSGSA (adopt GSP)
 - April 15- TC GSA (adopt GSP)
 - April 22 – Revised GSPs due to DWR

*ad hoc committee meetings scheduled as needed



Questions?



12. Committee Reports

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

Corning Subbasin Advisory Board

The Corning Subbasin Advisory Board (CSAB) met on February 7, 2024. The CSAB received an update on GSA activities and received a presentation providing an update on the GSP Implementation grant, Water Year 2023 Annual Report development, and activities relating to the “incomplete” determination of the Corning Subbasin GSP including potential revisions. There was also discussion on groundwater recharge and the possibilities of capturing water for recharge this winter.

The next CSAB meeting is scheduled to take place March 6, 2024 at 1:30 p.m. Staff is working with the Tehama County and LSCE team to determine if it is necessary to adjust the meeting schedule in order to provide the necessary recommendations relating to the GSP revisions to the GSAs. If an adjustment is needed, meetings may be scheduled on February 28 and March 13 instead of meeting on March 6.

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 not met since the January 25, 2024 CSGSA meeting; however, they have communicated via email. LSCE will share information regarding these meetings and the outcomes during the GSP item.

Members: Tom Arnold, Brian Mori

Audit Services Ad Hoc Committee

The CSGSA Audit Services Ad Hoc Committee was appointed on November 9, 2023 and charged with issuing the audit services RFP, review of proposals received, selection of the lowest responsive bid, and to execute any agreements.

The RFP was issued November 17, 2023 and closed December 13, 2023. One proposal was received from CliftonLarsonAllen, LLP (CLA). The ad hoc committee reviewed the proposal, determined CLA to be qualified and the lowest responsive bid. The review was reported at the January 25, 2024 meeting. Since that time, staff coordinated with CLA and the Chairman to execute the necessary agreements.

Members: John Amaro, Lisa Hunter

13. Review Committees and Revise as Needed

- a. *Assign new committees, update membership, and/or dissolve committees as needed.

At the January 25, 2024 meeting, Mr. Carmon suggested he and Mr. Amaro switch roles relating to the CSAB, as he frequently has a meeting conflict with the scheduled dates. Mr. Amaro agreed. Ms. Violich confirmed her desire to remain a CSAB member.

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

Recommendation: Appoint John Amaro and Julia Violich as a primary CSAB members and Grant Carmon as an Alternate CSAB member for a four-year term ending February 21, 2028.

The Audit Services Ad Hoc Committee has completed the assigned tasks.

Recommendation: Dissolve the Audit Services Ad Hoc Committee.

Additional discussion and revisions may take place.

14. 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.

15. Next Meeting

The next regular meeting is scheduled for March 28, 2024 at 2:00 p.m.

16.Adjourn

The meeting will be adjourned.
