

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

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### Board of Directors Meeting Materials

May 11, 2020 | 1:30 PM

Location: Teleconference

Pursuant to Governor Newsom's Executive Orders N-29-20 this meeting will be conducted by teleconference.

The meeting can be accessed via telephone at **(571) 317-3122** or by computer, smartphone, or tablet at:

<https://global.gotomeeting.com/join/239775653>

**Meeting Access Code: 239-775-653**

1. CALL TO ORDER

The Chairperson will call the meeting to order.

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2. ROLL CALL

Roll call will be conducted.

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3. \*APPROVAL OF MINUTES

- a. \*Approval of special meeting minutes from April 9, 2020.
- b. \*Approval of Colusa Groundwater Authority/Glenn Groundwater Authority joint meeting minutes from April 13, 2020.

The April 9, 2020 draft special meeting minutes are attached. The April 13, 2020 joint meeting minutes may be distributed under separate cover if available.

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

### SPECIAL MEETING MINUTES

GLENN GROUNDWATER AUTHORITY BOARD OF DIRECTORS

APRIL 9, 2020

9:00 AM

Pursuant to Governor Newsom's Executive Orders N-29-20 this meeting was conducted by teleconference. The meeting was accessible via telephone, computer, smartphone or tablet.

Director Members Present:	Alternate/2 <sup>nd</sup> Alternate Directors	Agency Representing:
X John Viegas	Vince Minto	County of Glenn
X Bruce Roundy	Pete Carr	City of Orland
	Ed Vonasek (2 <sup>nd</sup> )	City of Orland
X Gary Hansen	X Evan Markey	City of Willows
George Nerli	X Leslie Nerli	Glide Water District
X John Amaro	Thad Bettner	Glenn-Colusa Irrigation District
X Charles Schonauer	X Emil Cavagnolo	Orland-Artois Water District
	X Andrea Jones (2 <sup>nd</sup> )	Orland-Artois Water District
X Randy Hansen	Wade Danley	Kanawha Water District
	Michael Alves (2 <sup>nd</sup> )	Kanawha Water District
X Mark Lohse	Seth Fiack	Monroeville Water District
X Gary Enos (9:40 AM)	Lance Boyd	Princeton-Codora-Glenn Irrigation District/ Provident Irrigation District

Others in attendance:

Lisa Hunter, GGA/Glenn County; Sharla Stockton, Glenn County; Holly Reimers; Del Reimers, Westside Ad Hoc Committee Member; Valerie Kincaid, GGA Counsel; Pat Vellines, DWR; Brandon Davison; Jaime Lely

#### 1. CALL TO ORDER

John Amaro called the meeting to order at 9:02 AM and reviewed the remote access meeting protocol.

#### 2. ROLL CALL

Roll was taken and is indicated above.

#### 3. APPROVAL OF MINUTES

Approval of meeting minutes from March 10, 2020.

The March 10, 2020 Board meeting minutes were approved as submitted.

Motion: John Viegas, Second: Chuck Schonauer, Vote: Unanimous

#### Roll Call Vote

John Viegas: AYE

Bruce Roundy: AYE

Gary Hansen: AYE

John Amaro: AYE

Chuck Schonauer: AYE

Randy Hansen: AYE  
Mark Lohse: AYE  
Gary Enos: ABSENT  
Leslie Nerli: AYE

4. PERIOD OF PUBLIC COMMENT

None

5. CLOSED SESSION

Gov't Code §54956.9 - Conference with Legal Counsel – Anticipated or significant exposure to litigation (1)

John Amaro recessed the Board to Closed Session. The Board conferred with Legal Counsel. John Amaro reconvened the Board to Open Session.

6. REPORT OUT OF CLOSED SESSION

John Amaro read a prepared statement to report out of closed session as follows:

The GGA reviewed the Westside Ad Hoc Committee report. The GGA appreciates the time and participation of all the Westside Ad Hoc members. The GGA believes the options identified in the report are good concepts and have merit. In order to successfully implement any of the options, the GGA would need to develop a significant amount of data. For this reason, the GGA will continue to evaluate all of the available options while moving forward with the development of the Groundwater Sustainability Plan (GSP) and compliance with other statutory SGMA requirements. The current property-related fee will remain in place while gathering the data to support GSP development. The GGA determines the Westside Ad Hoc Committee has completed the purpose for which it was appointed and disbands the committee, but encourages active participation of all stakeholders in the GSP development process including data sharing.

Del Reimers commented he felt the landowners were being put off and they have no options.

7. STAFF UPDATES

Lisa Hunter included the Program Manager Report in the meeting packet materials and highlighted the upcoming Groundwater Resources Association's Virtual Groundwater Sustainability Agency Summit, COVID-19 avoidance planning and implementation tasks, and FPPC Form 700 due dates have been extended to June 1, 2020.

8. FINANCIAL REPORT

- a. Review and accept Monthly Activities Report.
- b. Review and consider approval of claims.

The monthly activities report was not available and will be brought to the May meeting.

A motion was made to approve the claims as presented.

Motion: Gary Hansen, Second: Bruce Roundy, Vote: Unanimous

Roll Call Vote

John Viegas: AYE  
Bruce Roundy: AYE

Gary Hansen: AYE  
John Amaro: AYE  
Chuck Schonauer: AYE  
Randy Hansen: AYE  
Mark Lohse: AYE  
Gary Enos: AYE  
Leslie Nerli: AYE

9. COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

- a. Receive update on Plan development and upcoming Board and Public Workshops
- b. Receive update on Proposition 1 GSP Development Grant
- c. Receive update on Proposition 68 funding application

Lisa Hunter stated the Colusa Groundwater Authority (CGA) is the contracting agency for the Proposition 1 grant and a progress report and invoice are being prepared. The Proposition 68 grant application for the subbasin received the full amount of funding requested with a 100 percent cost share waiver. Ms. Hunter mentioned travel costs for consultants are not reimbursable under the new Proposition 68 grant and there will be some coordination on that end. The Proposition 68 grant will be added to the Proposition 1 Agreement with the CGA managing the contract. Ms. Hunter reviewed the path forward for GSP development including board meetings and consultant coordination. The HCM and Water Budget draft results will be shared at the April 13, 2020 CGA/GGA Joint Board meeting. The Colusa Subbasin GSP development contract has been executed by Davids Engineering and the GGA.

10. MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUSA GROUNDWATER AUTHORITY AND GLENN GROUNDWATER AUTHORITY

- a. Review and discuss MOU
- b. Consider recommendation from the CGA/GGA Joint Executive Committee to approve the MOU.

John Amaro stated it is essentially the same product that has been reviewed before with minor changes. Lisa Hunter noted the CGA approved the MOU on March 24, 2020 with one change to the definition of "Management Areas" that was not included in the meeting packet. The change is to adjust the definition of Management Area from "an area within a subbasin..." to "an area within **the** subbasin...".

The Board approved the MOU with the noted changes.

Motion: John Viegas, Second: Gary Enos, Vote: Unanimous

Roll Call Vote

John Viegas: AYE  
Bruce Roundy: AYE  
Gary Hansen: AYE  
John Amaro: AYE  
Chuck Schonauer: AYE  
Randy Hansen: AYE  
Mark Lohse: AYE  
Gary Enos: AYE  
Leslie Nerli: AYE

## 11. COMMITTEE UPDATES

### a. Executive Committee

#### i. CGA/GGA Joint Executive Committee

The GGA Executive Committee met on March 25, 2020 and set a bi-monthly meeting schedule for 2020, discussed the MOU between the GGA and CGA, and discussed remote meetings in response to State and Federal COVID-19 guidance.

### b. Stakeholder Engagement Committee

The Stakeholder Engagement Committee has not met and has nothing new to report.

### c. Technical Advisory Committee

The TAC has not met and has nothing new to report.

### d. West Side Ad Hoc Committee

The Westside Ad Hoc Committee previously developed a report outlining recommendations and submitted it to the Board which was addressed by the Board in the report out of closed session under Item 6.

### e. Budget Ad Hoc Committee

The Budget Ad Hoc Committee will be coordinating via email and remote meetings and plans to bring a draft budget to the May 11, 2020 meeting.

## 12. MEMBER REPORTS AND COMMENTS

None

## 13. NEXT MEETING

The next GGA Board meeting will be a joint meeting with the CGA held on April 13, 2020 via teleconference followed by a GGA Board meeting May 11, 2020.

## 14. ADJOURN

The meeting was adjourned at approximately 10:00 AM.

4. PERIOD OF PUBLIC COMMENT

Members of the public are encouraged to address the GGA Board of Directors on items relevant to the GGA. Public comments are limited to no more than 5 minutes. No action may be taken on public comments.

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5. STAFF UPDATES

The program manager will provide a brief status updates. Reminders and/or clarifications may also be made at this time.

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6. FINANCIAL REPORT

- a. \*Review and accept Monthly Activities Report.
- b. \*Review and consider approval of claims.

The Monthly Activities Report and Claims Summary are attached.

Attachments:

- Monthly Activities Report
- Claims Summary
- Budget to Actuals Through March 2020

Glenn Groundwater Authority  
 Monthly Activities Report  
 February 2020

	Description	Amount
Beginning Balance		\$ 614,980.31
Revenue		
	COUNTY OF GLENN INV 20-GGA-07	\$ 2,397.62
	CORR DIRECT ASSMT PAYMENT	\$ (43.36)
Total Revenue		\$ 2,354.26
Expenses		
	A-87 COST	\$ 199.92
Total Expenses		\$ 199.92
Ending Balance		\$ 617,134.65

Glenn Groundwater Authority  
 Monthly Activities Report  
 March 2020

Description	Amount
Beginning Balance	\$ 617,134.65
Revenue	
Colusa Groundwater Authority Inv 19-GGA-19	\$ 51,228.99
INTEREST	\$ 4,774.27
CY SEC 1ST-2ND QTR INT 19-20	\$ 345.86
Colusa Groundwater Authority Inv 20-GGA-01	\$ 26,314.41
Colusa Groundwater Authority Inv 20-GGA-02	\$ 9,033.87
MONROEVILLE WATER DIST MEMBERSHIP	\$ 10,000.00
Glenn-Colusa Irr. Inv 20-GGA-06	\$ 36.32
City of Willows Inv 20-GGA-15	\$ 1.64
Unoin Pacific Inv 20-GGA-14	\$ 4.88
ORD COMMUNITY INV 20-GGA-09	\$ 5.64
DWR Inv 20-GGA-05 & Princeton Codora Inv 20-GGA-12	\$ 43.44
INV 20-GGA-10 (Orland) & INV 20-GGA-13 (Provident ID)	\$ 137.42
<b>Total Revenue</b>	<b>\$ 101,926.74</b>
Expenses	
Davids Engineering, Inc Inv 1178.01-3780 (HCM/Water Budget)	\$ 29,298.04
Davids Engineering, Inc Inv 1178.01-3804 (HCM/Water Budget)	\$ 2,240.25
O'Laughlin & Paris LLP Inv # 9349	\$ 2,345.00
CliftonLarsonAllen LLP Inv 2359283 ( FY18-19 Audit)	\$ 4,875.00
A-87 COST	\$ 199.92
<b>Total Expenses</b>	<b>\$ 38,958.21</b>
<b>Ending Balance</b>	<b>\$ 680,103.18</b>

# Claims Summary

Glenn Groundwater Authority  
Invoices to be paid  
Meeting Date: May 11, 2020

Invoice Date	Invoice Number	Description	Amount
2/28/2020	9375	O'Laughlin & Paris LLP	\$ 5,040.00
4/16/2020	20-WR-04	Glenn County- Admin Support (Jan-Mar 2020)	\$ 22,824.78
	1178.01-3900		
3/31/2020	revision 2	Davids Engineering, Inc (HCM/Water Budget)	\$ 5,940.21
4/30/2020	9429	O'Laughlin & Paris LLP	\$ 5,355.00
<b>Total</b>			<b>\$ 39,159.99</b>

# Glenn Groundwater Authority Budget

## FY 2019/2020 FINAL APPROVED 7/8/19

	Current Approved	Actual through March 2020	Remaining Budget	% Budget Remaining	
<b>REVENUES</b>					
<b>Grant Revenue</b>					
Other	- \$	- \$	- \$		
<b>Total Grants</b>	- \$	- \$	- \$		
<b>Other Government Agencies</b>					
Colusa Groundwater Authority	- \$	86,577.27	(86,577.27)		
Other	- \$	10,000.00	(10,000.00)		
<b>Total Other Government Agencies</b>	- \$	96,577.27	(96,577.27)		
<b>Assessments</b>					
Property Related Fee Per Acre (\$1.61/ac)	458,552	\$ 324,266.42	\$ 134,285.58	29%	includes corrections payment
Well Head Fee	- \$	- \$	- \$		
Extraction Fee	- \$	- \$	- \$		
Other	- \$	- \$	- \$		
<b>Total Assessments</b>	458,552	\$ 324,266.42	\$ 134,285.58	29%	
<b>Other</b>					
Interest	- \$	8,460.52	(8,460.52)		
<b>Total Other</b>		\$ 8,460.52	\$ (8,460.52)		
<b>TOTAL REVENUES</b>	<b>458,552</b>	<b>\$ 429,304.21</b>		<b>0%</b>	
<b>EXPENSES</b>					
Administration- Contracted County Services	120,000	\$ 47,763.13	\$ 72,236.87	60%	
Program Administration Support	- \$	- \$	- \$		
Legal Services	80,000	\$ 27,715.00	\$ 52,285.00	65%	
Certified Public Accountant (Yearly Audits)	9,750	\$ 9,750.00	\$ -	0%	
JPA Insurance	1,800	\$ 1,800.00	\$ -	0%	
County Bookkeeper	5,000	\$ 1,799.28	\$ 3,200.72	64%	
GSP Development/Implementation	72,002	\$ 114,979.69	\$ (42,977.69)	-60%	
Long Term Funding Options	15,000	\$ 7,319.75	\$ 7,680.25	51%	
Professional Services	35,000	\$ 18,067.73	\$ 16,932.27	48%	
Board Expenses	2,000	\$ -	\$ 2,000.00	100%	
Special Department Expenses	25,000	\$ 88.82	\$ 24,911.18	100%	
Legal Notices	1,000	\$ -	\$ 1,000.00	100%	
County Tax Roll Fee	50,000	\$ 3,183.43	\$ 46,816.57	94%	
Contingency/Reserve	42,000	\$ -	\$ 42,000.00	100%	
<b>TOTAL EXPENSES</b>	<b>458,552</b>	<b>\$ 232,466.83</b>	<b>\$ 226,085.17</b>	<b>49%</b>	

3/4/20 Note: A-87 Cost allocated to County  
 Bookkeeper line item  
 Deferred Inflow accounted for in June 2019 collected  
 in FY 19/20

\$ 26,595.25

7. BUDGET AD HOC COMMITTEE REPORT

- a. Receive report and recommendations from Budget Ad Hoc Committee.
- b. Provide input on draft 2020/2021 GGA Budget.

The Budget Ad Hoc Committee was formed March 10, 2020 to review the current budget and develop a 2020/2021 draft budget. The Committee has prepared a draft budget for review and input.

Attachments:

- Budget Ad Hoc Committee Report with attachments.
    - Draft FY 2020/2021 Budget
    - Property Fee Scenarios
-

# Budget Ad Hoc Committee Report

May 1, 2020

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The Budget Ad Hoc Committee developed a draft budget and requests the Board's input.

As GSP development has continued and circumstances have changed, necessary adjustments to the budget over time have become more evident. For instance, the award of the Proposition 68 grant to cover a significant portion of GSP development and projects reduces the out-of-pocket costs for GSP development and the experience gained from completing the first year of utilizing services provided by Glenn County in order to include the property-related fee on the tax roll allows a better estimation of the cost of the services. This draft budget accounts for these changes.

The draft budget provides scenarios for assigning a fee per acre for fiscal year 2020/2021. The Budget Ad Hoc Committee requests the full board's input on the property-related fee scenarios. The scenarios provide a range of options from \$0.90 per acre to the fee study maximum of \$1.93 per acre. The committee did not reach a consensus on a recommended fee. There was agreement that there should be a balance of managing costs while ensuring the ability to continue moving forward with agency management and the ability to complete the GSP and related studies and projects on time. There was acknowledgement that there are still many "unknowns" as these processes unfold.

The file with billing information (parcels and fee) must be submitted to Department of Finance by August 10 of each year.

## **Recommendations/Requests:**

- Review and provide input on the draft budget
- Review and provide a recommended property-related fee per acre to include in the final draft budget

## **Attachments:**

Draft Budget (simplified)

Property Fee Scenarios

# Glenn Groundwater Authority Budget

## Draft Budget 5/11/20

					FY 2020/2021
	Current Approved FY 19/20	Actual through February 2020	Known claims/invoices	Projected Year End Totals	Baseline DRAFT
<b>REVENUES</b>					
<b>Grant Revenue</b>					
Other	-	-	-	-	-
<b>Total Grants</b>	-	-	-	-	-
<b>Other Government Agencies</b>					
Colusa Groundwater Authority	-	-	130,514	152,488	912,000
Other	-	-	10,000	10,000	-
<b>Total Other Government Agencies</b>	-	-	140,514	162,488	912,000
<b>Assessments</b>					
Property Related Fee Per Acre (\$1.61/ac)	458,552	324,037	-	449,381	-
Well Head Fee	-	-	-	-	-
Extraction Fee	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Assessments</b>	458,552	324,037	-	449,381	-
<b>Other</b>					
Interest	-	3,340	3,340	5,726	3,000
<b>Total Other</b>	-	3,340	3,340	5,726	3,000
<b>TOTAL REVENUES</b>	<b>458,552</b>	<b>324,037</b>	<b>140,514</b>	<b>617,595</b>	<b>915,000</b>
<b>EXPENSES</b>					
Administration- Contracted County Services	120,000	47,763	22,825	95,588	120,000
Program Administration Support	-	-	-	-	-
Legal Services	80,000	25,370	13,510	62,880	120,000
Certified Public Accountant (Yearly Audits)	9,750	4,875	9,750	9,750	10,000
JPA Insurance	1,800	1,800	1,800	1,800	1,800
County Bookkeeper	5,000	1,599	200	2,399	5,000
GSP Development/Implementation	72,002	83,441	43,896	227,337	960,000
Long Term Funding Options	15,000	7,320	-	7,320	-
Professional Services	35,000	18,068	81	18,149	35,000
Board Expenses	2,000	-	-	500	2,000
Special Department Expenses	25,000	89	-	500	25,000
Legal Notices	1,000	-	-	-	1,000
County Tax Roll Fee	50,000	3,183	-	3,183	5,000
Contingency/Reserve	42,000	-	-	-	42,000
<b>TOTAL EXPENSES</b>	<b>458,552</b>	<b>193,509</b>	<b>92,062</b>	<b>429,406</b>	<b>1,326,800</b>

3/4/20 Note: A-87 Cost allocated to County Bookkeeper line item  
 Deferred Inflow accounted for in June 2019 collected in FY 19/20

26,595 - 26,595

<b>Property Fee Scenarios</b>									
	Fee Study net assessable acreage								
	<b>285,190.63</b>								
fee per acre	0.90	1.00	1.15	1.25	1.40	1.50	1.61 (current)	1.62 (fee study for 20/21)	1.93 (fee study max)
Property Fee Revenue	\$ 256,671.57	\$ 285,190.63	\$ 327,969.22	\$ 356,488.29	\$ 399,266.88	\$ 427,785.95	\$ 459,156.91	\$ 462,008.82	\$ 550,417.92
Projected Cash July 2020	674,795	674,795	674,795	674,795	674,795	674,795	674,795	674,795	674,795
Expected Revenues (without Property Fee)	915,000	915,000	915,000	915,000	915,000	915,000	915,000	915,000	915,000
Expected Expenses	1,326,800	1,326,800	1,326,800	1,326,800	1,326,800	1,326,800	1,326,800	1,326,800	1,326,800
Property Fee Revenue	\$ 256,671.57	\$ 285,190.63	\$ 327,969.22	\$ 356,488.29	\$ 399,266.88	\$ 427,785.95	\$ 459,156.91	\$ 462,008.82	\$ 550,417.92
Expected Cash balance ending FY 20/21	519,667	548,186	590,964	619,484	662,262	690,781	722,152	725,004	813,413
Approximate % Reserves Range (Expected Cash balance/Expected Expenses)	35-40%	40-45%	40-45%	45-50%	45-50%	50-55%	50-55%	50-55%	60-65%

Note: To have the same amount of reserves remaining at the end of the year, \$411,800 would need to be collected through assessments

% Reserves (Percentage based on expected expenses)	Expected Cash Balance
5%	66,340
10%	132,680
15%	199,020
20%	265,360
25%	331,700
30%	398,040
35%	464,380
40%	530,720
45%	597,060
50%	663,400
55%	729,740
60%	796,080
65%	862,420
70%	928,760
75%	995,100
80%	1,061,440
85%	1,127,780
90%	1,194,120
95%	1,260,460
100%	1,326,800

8. \*CONSIDER PROPOSAL FROM PROVOST & PRITCHARD CONSULTING GROUP TITLED ADDENDUM #1 TO CONSULTANT SERVICES AGREEMENT (CSA) NO. 18-344- CONSULTING SERVICES FOR TAX YEAR 2020-2021 DIRECT CHARGE PREPARATION, GLENN GROUNDWATER AUTHORITY, GLENN COUNTY, CALIFORNIA AND AUTHORIZE THE CHAIRMAN TO EXECUTE AN AGREEMENT PENDING LEGAL REVIEW

In order for the GGA property-related fee to be placed on the Glenn County Tax Roll for fiscal year 2020/2021, the direct charge file must be submitted to the Glenn County Department of Finance by August 10, 2020. In addition to the standard information for each entry, the file includes the parcel number and fee associated with the parcel. This list may change slightly from year to year for a variety of reasons, such as parcel splits.

Because Provost & Pritchard Consulting Group has the data files and mapping components that were used to compile the 2019 fee study and the 2019 direct charge file, staff requested Provost & Pritchard to prepare a proposal to update the files for fiscal year 2020/2021. Staff believes contracting with Provost & Pritchard to complete this task will create the most consistent process and will be the most cost-efficient.

Provost & Pritchard Consulting Group has prepared the proposal in the form of an addendum to the original agreement to prepare the fee study in 2019.

Staff recommends authorizing the Chairman to execute an agreement with Provost & Pritchard Consulting Group pending legal review in an amount not to exceed \$3,500.

Attachments:

- Addendum #1 to Consultant Services Agreement (CSA) No. 18-344-Consulting Services for Tax Year 2020-2021 Direct Charge Preparation, Glenn Groundwater Authority, Glenn County, California
  - Consulting Services Agreement No. 18-344
-

April 23, 2020

Ms. Lisa Hunter  
Glenn Groundwater Authority  
720 North Colusa Street  
Willows, CA 95988

**Subject: Addendum #1 to Consultant Services Agreement (CSA) No. 18-344 - Consulting Services for Tax Year 2020-2021 Direct Charge Preparation, Glenn Groundwater Authority, Glenn County, California**

Dear Ms. Hunter:

Thank you for the opportunity to submit this addendum to provide consulting services for the subject project. This addendum discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

## Project Understanding

We understand that the Glenn Groundwater Authority (GGA) would like assistance in preparing the Direct Charge documents for the 2020-2021 Tax Year for Glenn County.

## Scope of Services

Our proposed scope of work for this addendum is described in one phase below.

### Phase T21: Tax Year 2020-21

- Complete parcel updates based on information provided by Glenn County Assessor and Department of Finance
- Update calculations for parcels within GGA, based on guidance from GGA for current year charges
- Prepare Data File(s) and submit to County for testing (30 days prior to Aug 10), (not required but can be included if requested by GGA).
- Assist in completing Direct Charge forms as required by the County
- Submit final Direct Charge data file to County (Due Aug 10)

## Professional Fees

Provost & Pritchard Consulting Group will perform the services for this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, we estimate our fees to be \$ 2,500 to \$ 3,500 for the 2020-21 tax year effort, depending on the number of parcel updates required. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated range above. If it appears we will need to exceed the upper range above, we will notify you in writing before we do so, and will provide a

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revised estimate. We will not continue work beyond the initial budget without additional authorization.

## Schedule

Once we receive an executed copy of this addendum, and are authorized to proceed, we can prepare the draft data file for initial submittal to Glenn County by July 13. The final data file and required documentation will be submitted by August 10, as legally required. Agency review time is beyond our control.

## Assumptions

- This proposal does not include updates to the ownership information associated with the parcels within the Glenn Groundwater Authority. Updates to parcel information is limited to merges/splits/assignment of new APN.
- GGA shall forward the Direct Charge packet instructions from Glenn County to Provost & Pritchard, once made available.
- GGA will help coordinate the completion and submittal of Direct Charge forms required by Glenn County, including Counsel review.
- GGA is responsible for scheduling Board meetings to coincide with the submittal and/or approval of the Direct Charge documents by August 10. The fee estimate does not include meeting attendance by Provost & Pritchard but staff can be available to do so for the same time and materials rate at the GGA's request.

## Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Updates of ownership information for the GGA jurisdiction, as provided by Glenn County Assessor's offices.

## Terms and Conditions

### Consulting, New Job No. 2846-20-001, New Phase T21

This is an addendum to the previously authorized Provost & Pritchard Consulting Group CSA No. 18-344, with new project number referenced above and is subject to the same terms and conditions as described in the CSA. The signature below hereby authorizes Phase T21 and the performance of the above described tasks for a time and materials budget of \$2,500 to \$3,500. If this addendum is acceptable, please sign and return a copy to our office. This document will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Regards,  
Provost & Pritchard Consulting Group



**Mallory C. Serrao**  
GIS Specialist



**Linda G. Sloan, PG 8299/CHG 930**  
Vice President

## Terms and Conditions Accepted

By Glenn Groundwater Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

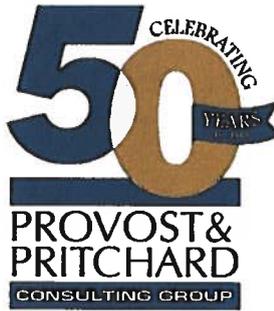
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Title

\_\_\_\_\_  
Date



286 W. Cromwell Avenue  
 Fresno, CA 93711-6162  
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 FAX (559)449-2715  
[www.ppeng.com](http://www.ppeng.com)

**CONSULTANT  
 SERVICES  
 AGREEMENT**

<b>Client</b>	<u>Glenn Groundwater Authority</u>	<b>Proposal No.</b>	<u>18-344</u>
	<u>Lisa Hunter, Program</u>		
<b>Attention</b>	<u>Manager</u>	<b>Telephone</b>	<u>(530) 934-6501</u>
<b>Bill To</b>	<u>Glenn Groundwater Authority c/o</u>	<b>Fax</b>	<u></u>
	<u>Glenn County Dept. of Agriculture</u>		
	<u>Attn: Lisa Hunter</u>		
<b>Billing Address</b>	<u>Post Office Box 351</u>	<b>E-Mail</b>	<u>LHunter@countyofglenn.net</u>
<b>City, Zip Code</b>	<u>Willows, CA 95988</u>		
	<u>Proposition 218 Assistance –</u>		
<b>Project Title</b>	<u>Majority Protest Option</u>	<b>Location</b>	<u>Glenn County, CA</u>

**Description of Services:** Please see the attached "Proposal to Assist with Proposition 218, Majority Protest Process" (Exhibit C) dated January 25, 2019. Additional tasks related to Proposition 218 work or other tasks as requested by the Glenn Groundwater Authority (GGA) may be authorized under this Consultant Services Agreement ("Agreement").

The provisions set forth below in the following paragraphs and Exhibits A, B, and C are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

**TERMS AND CONDITIONS**

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

**DOCUMENTS**

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client

has performed all its obligations under this agreement.

5. Client agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

#### **LIMITATIONS**

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

#### **INDEMNIFICATION**

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

## **FINANCIAL**

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within seventy (70) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 31 through 36. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 21.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing seventy (70) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

## **LIMITATION OF LIABILITY**

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's agreed-upon Professional Liability insurance coverage.**

## **INSURANCE**

20. During the term of this Agreement, Consultant shall maintain and provide evidence of insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

## **DISPUTE RESOLUTION**

21. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-

condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

## **CONSTRUCTION PROJECTS**

22. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
23. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
24. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
25. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
26. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

## **SUSPENSION AND TERMINATION**

27. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
28. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
29. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or

damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

30. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 29. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 32.
31. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
32. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

#### **OTHER**

33. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
34. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
35. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
36. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
37. This agreement shall be governed by and construed in accordance with the laws of the State of California.
38. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
39. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
40. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
41. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications,

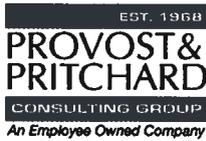
general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

42. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 29 and 31 through 35, except for termination expenses provided for in said paragraph 35. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
43. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client Glenn Corandwater  
By Authority  
Lisa  
Name/Title Lisa Hunter  
Program manager  
Date Signed January 25, 2019

Provost & Pritchard Engineering Group, Inc.,  
dba Provost & Pritchard Consulting Group

By Michael J. Day  
Name/Title Michael Day, RCE 39494  
Principal-in-Charge  
Date Signed January 25, 2019



**PROVOST & PRITCHARD CONSULTING GROUP**  
**STANDARD FEE SCHEDULE**  
 Effective 1/1/2019  
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date  
*Multi-year contracts are subject to any subsequent changes in these rates*

	<u>Fee</u>
<b>ENGINEERING STAFF:</b>	
Assistant Engineer	\$ 95.00 - \$115.00
Associate Engineer	\$120.00 - \$140.00
Senior Engineer	\$145.00 - \$175.00
Principal Engineer	\$180.00 - \$220.00
<b>SPECIALISTS:</b>	
Assistant Environmental Specialist	\$ 85.00 - \$110.00
Associate Environmental Specialist	\$117.00 - \$147.00
Senior Environmental Specialist	\$150.00 - \$175.00
Principal Environmental Specialist	\$185.00 - \$215.00
Associate GIS Specialist	\$ 95.00 - \$115.00
Senior GIS Specialist	\$120.00 - \$150.00
Assistant Geologist/Hydrogeologist	\$ 90.00 - \$105.00
Associate Geologist/Hydrogeologist	\$110.00 - \$135.00
Senior Geologist/Hydrogeologist	\$150.00 - \$180.00
Associate Water Resources Specialist	\$ 95.00 - \$115.00
Senior Water Resources Specialist	\$120.00 - \$150.00
<b>PLANNING STAFF:</b>	
Assistant Planner/CEQA-NEPA Specialist	\$ 75.00 - \$ 95.00
Associate Planner/CEQA-NEPA Specialist	\$100.00 - \$125.00
Senior Planner/CEQA-NEPA Specialist	\$140.00 - \$165.00
Principal Planner/CEQA-NEPA Specialist	\$170.00 - \$195.00
<b>TECHNICAL STAFF:</b>	
Assistant Technician	\$ 75.00 - \$ 95.00
Associate Technician	\$100.00 - \$120.00
Senior Technician	\$130.00 - \$145.00
<b>CONSTRUCTION SERVICES:</b>	
Associate Construction Manager	\$115.00 - \$135.00
Senior Construction Manager	\$140.00 - \$162.00
Principal Construction Manager	\$170.00 - \$200.00
Construction Manager Prevailing Wage <sup>(1) (2)</sup>	\$142.00 - \$167.00
<b>SUPPORT STAFF:</b>	
Administrative Assistant	\$ 65.00 - \$ 85.00
Project Administrator	\$ 73.00 - \$ 93.00
Project Manager	\$125.00
Intern	\$ 65.00
<b>SURVEYING SERVICES:</b>	
LSIT Surveyor	\$ 95.00 - \$115.00
Licensed Surveyor	\$125.00 - \$160.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$165.00 \$190.00
2 Man Survey Crew	\$230.00 \$270.00
2 Man Survey Crew including LS	\$265.00 \$275.00
1 Man CORS Survey Crew	\$180.00
2 Man CORS Survey Crew	\$230.00
UAV (Drone) Services	\$205.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

**EXPERT WITNESS:** As quoted.

**TRAVEL TIME (for greater than 1 hour from employee's base office):** \$80/hr (unless the individual's rate is less)

**PROJECT COSTS:**

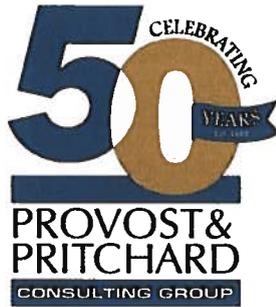
Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

- (1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.
- (2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

## EXHIBIT B INSURANCE

- A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:
1. General Liability:
    - a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
    - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence). The limits of liability shall not be less than One Million Dollars (\$1,000,000).
  - B. Automobile Liability:
    1. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
    2. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto). The limits of liability per accident shall not be less than One Million Dollars (\$1,000,000).
  - C. Workers' Compensation
    1. Workers' Compensation Insurance, with coverage as required by the State of California.
  - D. Professional Liability Insurance
    1. Professional Liability insurance with limits of not less than \$1,000,000 per claim.
  - E. Other Insurance Provisions:
    1. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
      - a. The Client, its officers, officials, and employees, shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant.
    2. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the Client and its officers, officials, and employees, and any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
    3. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the Client.
  - F. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
  - G. The Consultant shall furnish the Client with Certificates of Insurance and endorsements, evidencing the coverage required by this section.

**EXHIBIT C**



111 Mission Ranch Blvd., Suite 140  
Chico, CA 95926-2267  
Tel: (866) 776-6200

[www.ppeng.com](http://www.ppeng.com)

January 25, 2019

Lisa Hunter, Program Manager  
Glenn Groundwater Authority  
720 North Colusa Street  
Willows, CA 95988

**RE: Proposal to Assist with Proposition 218, Majority Protest Process**

Dear Ms. Hunter:

Thank you for the opportunity to submit this proposal to provide services to assist the Glenn Groundwater Authority (GGA or Client) with the Proposition 218 majority protest process for funding its Groundwater Sustainability Plan (GSP). This proposal discusses our understanding of the project and recommends a scope of services together with associated fees, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

**Project Understanding**

Provost & Pritchard Consulting Group (Provost & Pritchard or Consultant) previously supplied a scope and fee quote to the GGA for consideration and is now responding to a GGA request for a proposal to prepare a fee study and provide related services for a Proposition 218, majority protest option. The scope herein is intended to provide for two pricing options for coverage area ; for adding outreach meetings, as needed; and discusses efficiencies that could be gained by working together with the Colusa Groundwater Authority Proposition 218 effort. The two individual coverage area options offered for consideration are: 1) all parcels within the GGA area (approximately 7,400 individual land owners), and 2) the GGA area minus the Cities of Orland and Willows (approximately 4,300 individual land owners). An additional task has been added to the original quote, at GGA request, to assist the GGA in deciding which of the above options to choose.

**Scope of Services**

The following is provided for GGA's consideration for work intended to be done by the Provost & Pritchard team. The final scope of services will be developed in coordination with GGA staff and Board Members to identify the specific tasks and schedule to be included.

**Task 1 – Parcel Option Assistance**

Provost & Pritchard will assist the GGA in deciding whether to include the parcels contained within the Cities of Orland and Willows in the parcel evaluation and subsequent tasks described herein. Assistance will include research and meetings/correspondences with the GGA and

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Engineering • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting  
Fresno • Bakersfield • Visalia • Clovis • Modesto • Los Banos • Chico • Merced

cities. An initial budget is set at \$2,500 for this task, but will largely depend on the level of effort requested by the GGA.

#### **TASK 2 – Coordination and Communication**

Provost & Pritchard will coordinate with the GGA as required to establish timelines, deliverables, etc. and participate in periodic meetings and conferences with GGA staff and GGA Subcommittee members to review findings, property base, budgets, and other relevant items. Provost & Pritchard will prepare for, attend, and document meetings under this Task. Periodic reports to the GGA will be made regarding progress. Review of the cost estimates and fee analysis done in other tasks will be reviewed with the GGA prior to finalizing the Fee Study. The Fee Study developed in Task 4 will be reviewed with legal counsel and the GGA to ensure Proposition 218 and legal compliance. Communication and coordination with the Glenn County Assessor's Office, Glenn County Auditor and other parties will be done as needed. Provost & Pritchard will respond to property owner inquiries regarding the proposed added fee throughout the project.

Efficiencies within this task are possible if any of the three coordination meetings included in this task are held jointly for the Colusa and Glenn GSAs. Total estimated savings is \$1,000 per joint meeting, up to \$3,000, to be split between the two entities.

#### **TASK 3 –Parcel Evaluation**

Provost & Pritchard will assist with the preparation of budgets and cost estimates for the services to be funded. Provost & Pritchard will acquire and analyze current property data from the Glenn County Assessor, other sources of real property information, and perform comparison of the Assessor data with other property data sources and data accuracy validation sources. An Access database will be created to concatenate parcel lists for each owner to minimize duplicative efforts.

Provost & Pritchard will review and discuss alternative fee structures (land classifications and proposed charge type for each classification) with GGA's representatives. Provost & Pritchard will assist in the development of options for a structure to propose to GGA's governing board.

Efficiencies within this task are possible due to reuse of developed methodologies between the Colusa and Glenn GSAs. Total estimated savings to be split between the two entities is \$800 to \$1,000 depending on the number of individual land owners.

#### **TASK 4 – Fee Study**

Provost & Pritchard will develop a detailed Fee Study to meet the requirements of Proposition 218. The Fee Study will incorporate information reviewed in Task 2 and identify the share of costs to be shared and unit (per acre, per parcel, etc.) to divide the costs by for each class of lands selected in Task 3. The Fee Study will also substantiate that the fee to be imposed would not exceed the reasonable share of costs of providing the service to each unit of land. The requirements of the Fee Study are still subject to various, and possibly contradictory, interpretations. Provost & Pritchard, therefore, will use its reasonable professional efforts and judgment to interpret and comply with applicable requirements of Proposition 218 and work closely with GGA's legal counsel in order to complete the report. Supporting maps and tables will be included in the Fee Study.

### **TASK 5 – Public Outreach**

Provost & Pritchard will develop an Outreach Plan in coordination with GGA staff and board members, in conjunction with the GSP Outreach Plan. Most Proposition 218 elections that fail do so as a result of poor public outreach or a combination of inability and willingness to pay. Therefore, public outreach will be critical for project success. This includes early gauging of public perceptions, their willingness to bear higher fees and for how much, as well as a campaign to inform and utilize the influence of prominent landowners and updates to GGA members' existing web sites. Early gauging will be conducted through the initial public meeting and early GSP outreach activities.

Two mailers, one public information meeting and one public hearing are recommended to inform and seek input from landowners who would be subject to the fees. The first mailer will notify landowners about the process and need for raising local funds and will serve as an invitation to the initial public workshop. The mailer will also serve as a "trial run" of the landowner mailing list to help work out data glitches in advance of the protest mailer. The second mailer will be prepared for the final public hearing and will include the landowner's parcel specific information and protest instructions. All mailing packages will be developed in coordination with and subject to review by GGA staff and counsel.

Digital versions of the mailers and workshop notices, and periodic updates will be posted on the GGA's website, <https://www.countyofglenn.net/dept/agriculture/water-resources/glenn-groundwater-authority>. The primary theme of public outreach associated with the Proposition 218 process will consist of continued education regarding the benefits of local control of groundwater, which is only possible with sufficient funds to develop and implement an effective GSP.

The Provost & Pritchard team will prepare the mailers and periodic updates, respond to property owner inquiries, and work with the GGA to plan and organize the public workshop and public hearing. In addition, the Provost & Pritchard project team will work with GGA staff and board members to develop presentations and facilitate the public workshop and the public hearing for the review of the Fee Study and Proposition 218 process. Facilitation work by Mr. Dave Ceppos and the Consensus and Collaborative Program (CCP) at CSU Sacramento includes advice on the agenda, facilitation strategy, and supporting facilitation materials; providing feedback on other meeting materials; and speakers (if warranted). Liaison offline with stakeholders and project leadership as needed between meetings will also be included. Facilitation will include: in-person meeting facilitation and management services, including encouraging and balancing participation, maintaining focus, promoting good faith discussions (sharing information, seeking to understand one another, generating inclusive solutions), and building consensus. If additional public information meetings are desired, the per meeting fee estimate is \$5,000.

The public meeting and official hearing will be conducted with the assistance of GGA's legal counsel in the manner set forth in the Government Code for the type of meetings and hearing selected by GGA.

Efficiencies within this task are possible due to reuse of developed message materials between the Colusa and Glenn GSAs. Total estimated savings is \$3,600 split between the two entities.

**TASK 6 – Notice and Tally of Protests**

Provost & Pritchard will utilize Excel data from the Access landowner database and roll to generate customized notices and protest instructions in accordance with Proposition 218 requirements.

Preparation of the notices and mailing will be sub-contracted to CSU Chico, University Printing Services. Notices will be sent to each parcel owner in GGA to receive a fee. Two scenarios for individual parcel owners within the GGA are scoped: approximately 7,400 for all areas in the GGA, and approximately 4,300 if excluding those within the member cities of Orland and Willows. Provost & Pritchard will assist with responding to property owner inquiries that result from mailings including name and address changes.

Two notices be mailed – one for the first informational meeting which then serves as a trial run of the mailing list, and one for the protest meeting which will be more involved. The first mailout could be a postcard (with cost savings of \$300 to \$500) but the second will need to be a letter and envelope with inserts.

Provost & Pritchard will coordinate with GGA to set up a secure protest collection box at an address of GGA's choice, then open, count, and certify protest results on the day of the hearing in a manner that is transparent. During and after the election, Provost & Pritchard will coordinate closely with the Glenn County offices that receive and manage Board of Supervisors approval of the roll.

**TASK 7 – Final Fee Levies**

Submit the final roll as it may be revised following the public hearing to the appropriate Glenn County office. Provide a test file to the Glenn County Assessor's office at least 30 days prior to preparation of data.

**Time and Materials Not to Exceed Without Further Authorization (Fee Budget)**

Provost & Pritchard Consulting Group will perform these services on a time and materials basis, not to exceed the amounts listed below without further authorization from Client, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimate is that over the next year, our fees will be \$65,000 to \$80,700, but may be less depending upon degree of simplicity of managing the data and of developing fee structures. Phase budgets may be refined during Tasks 1 and 2. Fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to hourly fees and are included in the fee estimate.

Proposed Fee – Proposition 218 Majority Protest Option			
Phase	Estimated Fee 4,300 Land Owners	Estimated Fee 7,400 Land Owners	Efficiency Savings to be Split Between GGA and CGA
Task 1 – Parcel Option Assistance	\$2,500	\$2,500	
Task 2 – Coordination and Communication	\$15,000	\$21,000	\$1,500 to \$3,000
Task 3 – Parcel Evaluation	\$7,500	\$10,500	\$800 to \$1,000
Task 4 – Fee Study	\$9,500	\$13,000	
Task 5 – Public Outreach*	\$18,000	\$18,000	\$3,600
Task 6 – Notice and Tally of Protests	\$8,800	\$12,000	
Task 7 – Final Fee Levees	\$3,700	\$3,700	
<b>Total Estimated Fee:</b>	<b>\$65,000</b>	<b>\$80,700</b>	<b>\$5,900 to \$7,600</b>

\*Additional public information meetings can be performed for an additional fee of \$5,000 each.

Consultant further agrees that the charges billed to Client under this Proposal shall depend on the results of Task 1, i.e., whether Client chooses coverage option (1): all parcels within the GGA area (approximately 7,400 individual land owners) or option (2): the GGA area minus the Cities of Orland and Willows (approximately 4,300 individual land owners).

Consultant and Client agree that the charges billed to Client under this Proposal shall not exceed the respective limits listed under (a) (coverage option (1)) or (b) (coverage option (2)) below.

- a) If Client selects coverage option (1) (all parcels within the GGA area, approximately 7,400 individual landowners), then Consultant agrees that the amount billed to Client under this Proposal **shall not exceed \$80,700**, which represents Option (1)'s Total Estimated Fee.
- b) If Client selects coverage option (2) (the GGA area minus the Cities of Orland and Willows, approximately 4,300 individual land owners), then Consultant agrees that the amount billed to Client under this Proposal **shall not exceed \$65,000**, which represents Option (2)'s Total Estimated Fee

Should the total cost of Consultant's work under this Proposal exceed the limits listed in a or b above, as applicable, Consultant agrees that payment from Client for amounts above the applicable limit shall be contingent on approval from Client's Board of Directors and, if approved, subject to a separate proposal. Accordingly, Client and Consultant agree that this Proposal's material breach, late payment, and termination and suspension provisions shall only apply when the total cost of Consultant's work under this Proposal is under the applicable a or b limitation.

## Schedule

A proposed schedule is presented as Attachment 1 to this proposal. The proposed schedule will be refined at the Kick-off Meeting to be scheduled as soon as practicable after award of the contract.

## Assumptions

- A. GGA, its member agencies and Glenn County agencies will furnish on a timely basis:
  - 1. GIS and database information to be used for developing the proposed roll and initial Tasks.
  - 2. Copies of pertinent documents, agreements, correspondence, and other requested information;
  - 3. Reviews of documents produced by Provost & Pritchard.
- B. Information provided by the GGA will be of sufficient quality to be relied upon to accomplish the scope of work.
- C. Provost & Pritchard will attend an initial kickoff meeting with the GGA, up to three progress meetings, one public information meeting, and the public hearing at the base fee. Additional meetings could be added, if requested, for an additional fee.
- D. GGA and member agencies will work with Provost & Pritchard to identify proposed income requirements, areas included or excluded from assessments, and make decisions regarding potential charges that will be covered in a timely manner.
- E. Legal services will be provided by GGA's legal counsel under separate contract. Input from legal counsel will be needed throughout the entire Proposition 218 process to ensure that all documents, notices, etc. are in compliance with applicable statutes.
- F. GGA's staff, board members, and legal counsel will work together with Provost & Pritchard and CCP to communicate and educate the landowners affected by the charges including at public meetings.
- G. GGA will bear any costs associated with any need to set up a new secure protest receiving address.

## Additional Services

During the course of work, other work tasks may be defined that could be added as extra work. These modifications will be added by task order and will be viewed as modification of the work scope.

## Terms & Conditions

In order to convey a clear understanding of our mutual responsibilities under this proposal, the attached Consultant Services Agreement is made a part of this proposal. If this proposal is acceptable, please sign below and on the Consultant Services Agreement, and return a copy of each to our office. The documents will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,  
Provost & Pritchard Consulting Group



Linda G. Sloan, PG8299, CHG930  
Project Manager



Mike Day, RCE 39494  
Principal-in-Charge

**Terms & Conditions Accepted**

By Lisa Hunter, Glenn Groundwater Authority



Signature



Printed Name



Title

Date

Signature

Printed Name

Title

Date

## GGA Prop 218 – Majority Protest Proposed Schedule

Completed By	Scope of Work
January 31, 2019	Execute contract, project kickoff meeting
February 28, 2019	Gather initial data and review, develop mailing list, prepare for initial public information meeting
March 31, 2019	Mail notices for information meeting, conduct information meeting, develop assessment structure and preliminary rates, key findings and figures for Fee Study.
April 30, 2019	Review fee study findings with GSA, make findings public at a GSA Board meeting
May 31, 2019	Complete Fee Study, assessment roll and protest packages
June 30, 2019	Mail protest packages, prepare for and conduct official public hearing
August 31, 2019	Certify protest results, provide final roll to County agencies
September 30, 2019	County Board of Supervisors approve roll

I:\Marketing\Proposals\2018\Glenn Groundwater Authority - Prop 218 18-344\Submitted\2019-0107 Proposed Schedule.docx

Engineering • Surveying • Planning • Environmental • GIS • Construction Services • Hydrogeology • Consulting  
 Fresno • Bakersfield • Visalia • Clovis • Modesto • Los Banos • Chico • Merced • Sacramento

9. COLUSA SUBBASIN GROUNDWATER SUSTAINABILTY PLAN

- a. Receive update on Plan development and upcoming Board and Public Workshops
- b. Receive update on Proposition 1 GSP Development Grant
- c. Receive update on Proposition 68 funding application

Staff will provide an update on Groundwater Sustainability Plan development progress. Direction and clarifications may be made.

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10. COMMITTEE UPDATES

a. Executive Committee

i. CGA/GGA Joint Executive Committee

The GGA Executive Committee is scheduled to meet May 27. The committee has nothing further to report.

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b. Stakeholder Engagement Committee

The Stakeholder Engagement Committee has not met and has nothing new to report.

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c. Technical Advisory Committee

The Technical Advisory Committee will meet jointly with the Colusa Groundwater Authority (CGA) Technical Advisory Committee on May 8. Topics will focus on Groundwater Sustainability Plan development including monitoring network review, model development, water budget future scenarios, and approaches to establish minimum thresholds and measurable objectives. The Joint TAC will provide recommendations to the CGA and GGA Boards regarding these items. The TAC also plans to discuss a meeting schedule.

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d. Budget Ad Hoc Committee

The Budget Ad Hoc Committee provided a report and draft budget which was discussed under Item 7.

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11. \*REVIEW COMMITTEE PURPOSES AND PROVIDE GUIDANCE TO COMMITTEES OR DISSOLVE COMMITTEES AS NEEDED.

From time to time, it is helpful to review the established committees and determine if the committees require any adjustments or direction.

Attachment:

- Active Committee List

## GGA Active Committee List

Committee	Member	Begin	End	Type
Executive Committee	John Amaro	8/14/2017		Standing
Executive Committee	Leslie Nerli	8/14/2017		Standing
Executive Committee	John Viegas	8/14/2017		Standing
Stakeholder Engagement Committee	John Amaro	1/8/2018		Ad Hoc
Stakeholder Engagement Committee	Gary Enos	1/8/2018		Ad Hoc
Stakeholder Engagement Committee	John Viegas	1/8/2018		Ad Hoc
Technical Advisory Committee	David Kehn	4/19/2018		Standing
Technical Advisory Committee	Michael Alves	4/19/2018		Standing
Technical Advisory Committee	Emil Cavagnolo	4/19/2018		Standing
Technical Advisory Committee	Mark Lohse	4/19/2018		Standing
Technical Advisory Committee	Zac Dickens	4/19/2018		Standing
Technical Advisory Committee	Ron Stilwell	4/19/2018		Standing
Budget Ad Hoc Committee (2020)	John Viegas	3/10/2020		Ad Hoc
Budget Ad Hoc Committee (2020)	Gary Hansen	3/10/2020		Ad Hoc
Budget Ad Hoc Committee (2020)	Leslie Nerli	3/10/2020		Ad Hoc

12. CLOSED SESSION

Gov't Code §54956.9 - Conference with Legal Counsel – Anticipated or significant exposure to litigation (1)

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13. MEMBER REPORTS AND COMMENTS

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

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14. NEXT MEETING

The next regular meeting is scheduled for June 15, 2020 at 1:30 PM.

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15. ADJOURN

The meeting will be adjourned.

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\*Indicates Action Item