

Glenn Groundwater Authority

Groundwater Sustainability Agency

225 N. Tehama Street, Willows, CA 95988 | 530.934.6540

Special Meeting of the Glenn Groundwater Authority Board of Directors

February 23, 2022 | 10:30 a.m.

LOCATION: 225 North Tehama Street, Willows, CA 95988

And

Teleconference

The meeting can be accessed via telephone at [+1 \(872\) 240-3412](tel:+1(872)240-3412) or by computer, smartphone, or tablet at:

<https://meet.goto.com/343760397>

Meeting Access Code: 343-760-397

1. CALL TO ORDER

The Chairperson will call the meeting to order and lead the [flag salute](#).

2. ROLL CALL

Roll call will be conducted.

3. 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.

4. *APPROVE WELL MONITORING PILOT PROGRAM ROUND 2 LANDOWNER AGREEMENT PENDING LEGAL COUNSEL REVIEW

The Round 2 Well Monitoring Pilot Program landowner agreements have been updated to more accurately reflect the responsibilities of the GSA and the Cooperator. This includes 50% cost share for the 3-year subscription for web and mobile data access through Ranch Systems. The draft agreement is attached.

This program is funded through the Proposition 68 grant. Additional analysis beyond the grant period will need to be funded by the GSAs.

Attachments

- Well Monitoring Pilot Program Round 2 Landowner Agreement

AGREEMENT FOR WELL MONITORING PROGRAM

This agreement ("Agreement") is made as of _____, by and between

_____ ("Cooperator"), having an address of

_____,
and the Glenn Groundwater Authority Groundwater Sustainability Agency ("GSA"), having an address of 225 North Tehama Street, Willows CA 95988.

BACKGROUND

The GSA is implementing an incentive-based pilot program to work with growers and landowners to continuously monitor groundwater use and water levels at participating wells ("Well Monitoring Program"). This voluntary, non-regulatory program is intended to support the GSA in gathering information regarding groundwater use in the Colusa Subbasin while providing participants with near-real time access to information on well production and groundwater levels at their wells to support irrigation management. This program is being funded through a Proposition 68 Sustainable Groundwater Management grant (the "Grant Agreement") from the California Department of Water Resources (the "State"). Under the terms of this Agreement, the GSA will cover the primary costs of monitoring well production and groundwater levels, including the cost of a new or upgraded flow meter (as needed) and ~~pressure transducer~~ level sensor, a datalogger, a solar panel, and a cellular modem. The GSA will also cover 50% of the cost of a 3-year subscription to web and mobile access for the data gathered. The Cooperator will be responsible for equipment installation and maintenance, as well as 50% of the cost of a 3-year subscription for web and mobile data access (full payment at the beginning of the program) ~~the monthly cellular modem data costs~~. Program participation may be extended beyond three years, as mutually agreed by the Cooperator and the GSA.

TERMS AND CONDITIONS

Cooperator and the GSA agree to the following terms and conditions:

1. Term of Agreement

This Agreement will commence on the date last signed below (the "Commencement Date") and will expire ~~on December 31, 2024~~ (the "Expiration Date"). Upon such expiration, the parties will have no further rights or obligations under this Agreement, except as specifically provided in this Agreement.

2. Well Monitoring Program Provision Requirements

- a. Site Preparation. The Cooperator will provide an access tube for the ~~pressure transducer~~ level sensor in the well casing, as needed, as well as an appropriate site for the flow meter and the solar panel.
- b. Equipment Specifications. The GSA agrees to provide the Cooperator with McCrometer or SeaMetrics flow meter, or other flow meter as approved by the GSA. The GSA agrees to provide the Cooperator with a datalogger, solar panel, and telemetry sourced by Ranch Systems.

- c. Equipment Installation. The Cooperator agrees to install the provided flow meter, ~~pressure transducer~~ level sensor, and telemetry equipment (including, but not limited to the data logger, solar panel, and cellular modem) and begin data collection within 30 days of receiving the equipment. If upgrades are being made to existing flow meters or ~~transducers~~ sensors, the Cooperator agrees to complete upgrades and commence data collection no later than 30 days after receiving the telemetry equipment. The Cooperator agrees to install all equipment in compliance with manufacturer specification.
- d. Cooperator Responsibilities – Equipment and Data. The Cooperator agrees to maintain the equipment in good, working order. In the event of a device failure, the Cooperator agrees to notify the GSA and manually report their pumping data. Pumping data must be reported as monthly volume from the flow meter totalizer. If the flow meter totalizer fails, pumping data must be reported as monthly hours of pumping. Manual data must be reported using the form in Exhibit A and submitted via email, mail, or fax to the GSA. The Cooperator is responsible for maintaining the data record until the GSA has confirmed that they have received the data automatically following any corrective actions required.
- e. Responsibilities – Telemetry. The GSA and the Cooperator agree to each pay 50% of the cost for a 3-year subscription for web and mobile access to Ranch Systems agrees to provide the cellular modem that will be integrated by Ranch Systems. The Cooperator agrees to pay the monthly cellular modem costs throughout the duration of the Agreement. Full payment is due at the beginning of the program.

3. Access to Property, Duty of Care

Cooperator hereby irrevocably grants the GSA and its employees, funders, guests, invitees, subcontractors, agents and assigns permission to enter the Property to inspect wells, verify installation, and collect manual measurements as needed on the Property until the Expiration Date. The GSA or its representative will provide Cooperator with at least 24 hours' notice prior to entering the Property unless Cooperator agrees to a shorter notice period. Notice under this section may be provided verbally or in writing, including by text, email or fax.

During the term of this Agreement, Cooperator and the GSA agree that: (a) the GSA and its employees, funders, guests, invitees, subcontractors, agents and assigns will coordinate their activities with Cooperator in order not to unreasonably disturb ongoing maintenance operations and other farm activities on the Property or on Cooperator's adjacent property, if applicable; (b) Cooperator will comply with all federal, state, and local laws and regulations and any contractual obligations relating to the use of the Property; and (c) Cooperator will take, use, provide and make proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or the Property.

4. Payment Terms; Termination

If the terms of this Agreement have been met and there has been no material breach of this Agreement by Cooperator, the GSA fund the cost of purchasing or upgrading the flow meter (up to \$2,500) and ~~pressure transducer~~ level sensor. The GSA will also fund the cost of the telemetry installation (including datalogger, solar panel, and cellular modem). The GSA and Cooperator will each pay 50% of -and- the cost of Ranch Systems web and mobile data access for three years. No payments

will be made by the GSA to the Cooperator. The GSA will not cover costs for labor for installation, repair, or data collection. If the Cooperator breaches in any material respect any of the terms of this Agreement, then the GSA may terminate this Agreement and, upon such termination, neither party will have any further obligation or liability to one another under this Agreement, except as provided in Sections 7, 8, 9 and 14.

5. Force Majeure

The failure of either party to perform any obligation otherwise due solely as a result of (a) governmental action, laws, orders, regulations, directions or requests, or (b) as a result of events, such as war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God or any causes of like kind beyond the reasonable control of such party (collectively referred to as "Force Majeure"), is excused for so long as such Force Majeure exists or until the parties agree to terminate this Agreement.

6. Property Management and Notification of Changes in Operation, Lease or Ownership

During the term of this Agreement, Cooperator and Cooperator's representatives and assigns (including all subcontractors and lessees) will manage the Property in accordance with this Agreement and so as not to disturb the nature of this project.

Cooperator intends to maintain title or a valid leasehold interest in the Property for the duration of the Agreement and will promptly notify the GSA of any planned or pending changes in operation, lease or ownership of the Property.

No exercise of the rights granted herein will give rise to any claim of title to the Property on the part of the GSA or parties claiming through or under them. This Agreement and the rights granted herein may not be assigned, in whole or in part, by Cooperator without the written consent of the GSA.

7. Cooperator's Representations and Warranties

Cooperator represents and warrants that: (a) it has the power and authority to enter into this Agreement and to perform the actions contemplated hereunder, (b) it has obtained all consents necessary for its participation in the Well Monitoring Program and its performance of the terms of this Agreement (including without limitation the consents of any landowners and any persons with other rights with respect to the Property) (such consents, the "Consents"), (c) it has provided the GSA with a written description of all Consents, and (d) no other agreements or obligations concerning the Property interfere with Cooperator's right or ability to perform its obligations hereunder or will be violated by Cooperator's performance of such obligations. Cooperator further represents and warrants that Cooperator has conducted its own review of its participation in the Well Monitoring Program and its taking of or omission of actions required by or related to this Agreement, that, except as expressly provided in this Agreement, neither the GSA nor any person affiliated with or otherwise on behalf of the GSA is making or has made any representation or warranty, written or oral, with respect to the Well Monitoring Program or otherwise, and that Cooperator has not relied and will not rely on any such representation or warranty or any omissions by any such persons whether made on, before or after the date hereof, except as expressly set forth in this Agreement.

Without limiting the foregoing, if the Property is owned by any person (the "Landowner") other than Cooperator, then Cooperator represents and warrants that Cooperator has the right to execute and perform this Agreement with respect to the Property, without the consent of the Landowner (except

for any consent as Cooperator may already have obtained and which is irrevocable with respect to Cooperator's participation in the Well Monitoring Program), and that the Landowner will not have any rights against the GSA in respect of Cooperator's performance under or in any way related to this Agreement and Cooperator's participation in the Well Monitoring Program. At the request of the GSA, Cooperator will arrange for a meeting of the GSA with the Landowner.

This Section 7 will survive the termination or expiration of this Agreement or any part thereof.

8. Indemnification

Cooperator assumes the risk of any damage caused by its participation in the Well Monitoring Program. Cooperator will indemnify, defend and hold harmless the GSA, its affiliates and funders and their officers, directors, members, employees and agents from and against any and all claims, demands, causes of action, damages, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising or resulting, directly or indirectly, from any negligent action or failure to act on the part of Cooperator or breach by Cooperator of any of its obligations, representations and warranties under this Agreement. The GSA will indemnify, defend and hold harmless Cooperator from any and all claims, demands, causes of action, damages, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising or resulting, directly or indirectly, from any negligent action arising from the entry of the GSA's representatives on the Property or breach by the GSA of any of its obligations under this Agreement (provided that the foregoing shall not apply to any such claims or actions to the extent arising from the absence of any Consent). Notwithstanding the foregoing, in no event will any party be liable for consequential, incidental or special damages.

This Section 8 will survive the termination or expiration of this Agreement or any part thereof.

9. Notice

Except as provided for in this Agreement, or for such day-to-day communications or instructions as may be called for or reasonably anticipated in the description of the work to be done under this Agreement (none of which may, however, alter the terms of this Agreement), any notice, demand, request, consent, or approval of any kind that any party to this Agreement desires or is required to give to or make on another party under or in connection with this Agreement (a "Notice") will be in writing and will be served upon the party being addressed, at the most recent address which the addressed party has provided for such purposes under this Agreement. Notice pursuant to section 3 of this Agreement is exempted from these Notice requirements.

Each Notice will be given by at least one of the following means: (1) delivery in person, (2) certified U.S. mail, return receipt requested, postage prepaid, or (3) Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. Notices delivered in person will be deemed effective immediately upon delivery (or refusal of delivery or receipt). Notices sent by certified mail will be deemed given on the earlier to occur of: (1) the date of first attempted delivery; or (2) the third day after being deposited in the mail. Notices sent by Federal Express or other reputable "overnight" delivery service will be deemed given on the next-business-day after being deposited with the delivery service. Either party may, from time to time, by written notice to the other, designate a different address, which will be substituted for the most current address previously provided for such purposes under this Agreement.

This Section 9 will survive the termination or expiration of this Agreement or any part thereof.

10. Anti-Terrorist Certification

Cooperator agrees that it will use any funds received under this Agreement in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

11. Conflicts of Interest Disclosure

Cooperator certifies that the information it has provided on the "Conflict of Interest Disclosure Form" which is being provided to Cooperator by the GSA with respect to this Agreement (the "Disclosure Form") is true and correct to the best of Cooperator's knowledge. In the event that any material misrepresentation by Cooperator in such Disclosure Form is discovered during the term of this Agreement, the GSA may elect to declare this Agreement null and void and immediately terminate it.

12. State Regulations

This Agreement is further subject to the additional terms and conditions set forth in **Exhibit B** ("State Government Laws and Regulations").

13. Use of Data

The GSA will own all data collected and processed during the Well Monitoring Program and all data collected shall be made available to the State and shall be in the public domain. The data collected will be consolidated and made available publicly. Data will include identifying information including the location of each well and the name of the Cooperator associated with that well.

14. Miscellaneous

This Agreement will become binding when signed by the Cooperator and the GSA. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written, concerning the subject matter of this Agreement and constitutes the entire agreement between the GSA and Cooperator with respect to such matters. No amendment to this Agreement will be effective unless it is in writing and is signed by all of the parties hereto. This Agreement will be interpreted and construed under, and will be and governed by, the internal laws of the State of California, without regard to any choice of law rules. Time is of the essence in this Agreement. The terms and conditions of this Agreement are binding upon Cooperator and its successors and assigns. Each party will bear and pay its own expenses, including, in the case of the Cooperator, any costs of preparing the Property for or otherwise participating in the Well Monitoring Program.

Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as fully as if set out in their entirety herein, but in the event of any conflict between the terms of this main body of the Agreement and the terms of any exhibits, addenda, or other attachments to this Agreement, the terms of this main body of the Agreement will control. The provisions of this Agreement will survive the expiration or termination of this Agreement to the extent of any rights accrued or obligations incurred during such term, and Sections 7, 8, 9 and 14 and State's right to audit under the Audit Clause in **Exhibit B** shall survive any expiration or termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions will not be affected thereby. This Agreement may be executed in

several counterparts, and all counterparts so executed will constitute one Agreement which will be binding on all of the parties, notwithstanding that all of the parties are not signatory to the same counterpart. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

COOPERATOR

By: _____

Name: _____

Title: _____

Date: _____

GSA

By: _____

Name: _____

Title: _____

Date: _____

Attachments:

- Exhibit A – Manual Data Collection Form
- Exhibit B – State Government Laws and Regulations

Exhibit A
Manual Data Reporting Form

If there is an equipment failure during the period of this agreement, the Cooperator must manually collect well flow data and provide it to the GSA. Monthly flow totals must be recorded from the flow meter totalizer. If there is a failure of the flow meter totalizer, report the total number of hours of pumping for that month.

Month/Year	Total Volume (or hours)	Date and Time Recorded
April 202 21		
May 202 21		
June 202 21		
July 202 21		
August 202 21		
September 202 21		
October 202 21		
November 202 21		
December 202 21		
January 202 32		
February 202 32		
March 202 32		
April 202 32		
May 202 32		
June 202 32		
July 202 32		
August 202 32		
September 202 32		
October 202 32		
November 202 32		
December 202 32		
January 202 43		
February 202 43		
March 202 43		
April 202 43		
May 202 43		
June 202 43		
July 202 43		
August 202 43		
September 202 43		
October 202 43		
November 202 43		
December 202 43		

Exhibit B

State Government Laws and Regulations

Accounting

During the performance of this Agreement, Cooperator and its subcontractors shall maintain books, records, and other documents pertinent to their work under this Agreement in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State of California at any time.

Acknowledgment of Credit and Signage

Cooperator shall appropriately acknowledge the State for its support when promoting the Project.

Audit Clause

Cooperator agrees that all parties to the Agreement, the State of California, the State Department of General Services, the Bureau of State Audits, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Cooperator agrees to maintain such records for possible audit for a minimum of three (3) years from the final payment made under the Grant Agreement, unless a longer period of records retention is stipulated elsewhere in this Agreement. Cooperator agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Cooperator agrees to include a similar right of the State and all parties to the Agreement to audit records and interview of staff in any further subcontract made under this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896.60 et seq.)

Drug-Free Workplace Requirements

By signing this Agreement, Cooperator hereby certifies under penalty of perjury under the laws of the State of California that Cooperator will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works on this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and,
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, or both, and Cooperator may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1) Cooperator has made false certification, or (2) Cooperator has violated the certification by failing to carry out the requirements as noted above.

5. CLOSED SESSION

Gov't Code §54956.9 – Conference with Legal Counsel – Anticipated or significant exposure to litigation regarding tax refund claims and challenges to previously adopted property related fees.

6. CLOSED SESSION

Gov't Code §54956.9 – Conference with Legal Counsel – Existing Litigation
Aqualliance, California Water Impact Network, and California Sportfishing Alliance vs. Colusa Groundwater Authority, Glenn Groundwater Authority
Colusa County Superior Court - Case Number CV24584

7. REPORT OUT FROM CLOSED SESSION

8. 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.

9. NEXT MEETING

The next regular meeting is scheduled for **Wednesday**, March 16, 2022 at 1:30 p.m.

10. ADJOURN

The meeting will be adjourned.

*Indicates Action Item