

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

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### BOARD OF DIRECTORS AGENDA BACKUP MATERIALS

SPECIAL MEETING DATE: November 28, 2018

#### AGENDA ITEM 1: CALL TO ORDER

The Chairperson will call the meeting to order and invite participants to introduce themselves voluntarily.

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#### AGENDA ITEM 2: ROLL CALL

Roll call will be conducted.

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#### AGENDA ITEM 3: APPROVAL OF MINUTES

- a. \*Approval of meeting minutes from September 10, 2018.

Draft meeting minutes will be reviewed and considered for approval.

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#### AGENDA ITEM 4: PERIOD OF PUBLIC COMMENT

Members of the public are encouraged to address the GGA Board of Directors. Public comment will be limited to items on the agenda.

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#### AGENDA ITEM 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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#### AGENDA ITEM 6: FINANCIAL REPORT

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

Monthly Activities Report and Claims Summary are attached. The Program Manager will be working with the Executive Committee to discuss the County's Administrative Support billing rates prior to submitting an invoice for services provided beginning July 1, 2018.

Glenn Groundwater Authority  
Monthly Activities Report  
August 2018

Description	Amount
Beginning Balance	\$ 364,362.81
Revenue	
Total Revenue	\$ -
Expenses	
O'Laughlin & LLP Inv # 8722	\$ 9,415.00
O'Laughlin & LLP Inv # 8759	\$ 3,680.00
WATER RESOURCE HRS REIMBURS INV 18-WR-08	\$ 15,178.81
Total Expenses	\$ 28,273.81
Ending Balance	\$ 336,089.00

Glenn Groundwater Authority  
Monthly Activities Report  
September 2018

	Description	Amount
Beginning Balance		\$ 336,089.00
Revenue		
	INTEREST 9/18	\$ 659.57
	18-GGA-07 1ST Quarter PROVIDENT IRR DIST REC#237277 - CORR TO DP190627	\$ 5,495.16
	18-GGA-07 1ST Quarter PRINCETON CODORA-GLENN REC#237276-CORR TO DP190627	\$ 2,468.84
	18-GGA-08 1ST QUARTER GLIDE WATER DIST- CORR TO DP190627	\$ 4,973.00
	18-GGA-05 1ST QUARTER KANAWHA WATER DIST- CORR TO DP190627	\$ 6,339.00
	18-GGA-03 1ST QUARTER CITY OF WILLOWS- CORR TO DP190627	\$ 4,124.00
	18-GGA-06 1ST QUARTER ORLAND ARTIOS WATER DIST-CORR TO DP190858	\$ 10,096.25
	18-GGA-04 1ST QUARTER GLENN COLUSA IRR REC#237282	\$ 19,292.25
Total Revenue		\$ 53,448.07
Expenses		
	O'Laughlin & LLP Inv # 8795	\$ 7,320.00
	Davids Engineering Inv 1178.01-3159	\$ 1,139.50
Total Expenses		\$ 8,459.50
Ending Balance		\$ 381,077.57

Glenn Groundwater Authority  
Monthly Activities Report  
October 2018

Description		Amount
Beginning Balance		\$ 381,077.57
Revenue		
	18-GGA-09 2ND QUARTER (COUNTY OF GLENN)	\$ 39,298.00
Total Revenue		\$ 39,298.00
Expenses		
Total Expenses		\$ -
Ending Balance		\$ 420,375.57

Glenn Groundwater Authority  
Monthly Activities Report  
November 2018 DRAFT

Description		Amount
Beginning Balance		\$ 420,375.57
Revenue		
18-GGA-11 2ND QUARTER CITY OF WILLOWS		\$ 4,124.00
18-GGA-02 & 18-GGA-10 1ST AND 2ND QUARTER CITY OF ORLAND RE		
#237284		\$ 9,101.50
Total Revenue		\$ 13,225.50
Expenses		
O'Laughlin & LLP Inv # 8830		\$ 5,510.00
Davids Engineering Inv 1178.01-3209		\$ 3,570.75
Davids Engineering Inv 1178.01-3237		\$ 6,929.75
O'Laughlin & LLP Inv # 88862		\$ 3,675.00
CliftonLarsonAllen Inv #1943042 (Audit for FY17-18)		\$ 2,850.00
Total Expenses		\$ 22,535.50
Ending Balance		\$ 411,065.57

Glenn Groundwater Authority

Invoices to be paid

Meeting Date: November 28, 2018

Invoice Date	Invoice Number	Description	Amount
9/30/2018	1178.01-3209	Davids Engineering, Inc.	\$ 3,570.75
10/1/2018	8830	O'Laughlin & Paris LLP	\$ 5,510.00
10/31/2018	1178.01-3237	Davids Engineering, Inc.	\$ 6,929.75
11/1/2018	8862	O'Laughlin & Paris LLP	\$ 3,675.00
10/30/2018	1943042	CliftonLarsonAllen LLP	\$ 2,850.00
Total			\$ 22,535.50

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

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### AGENDA ITEM 7: LONG-TERM FUNDING

- a. Discuss Quote for Services from Provost & Pritchard.
- b. \* Authorize the Program Manager or Board Chair to enter into a contract with Provost & Pritchard, on behalf of the GGA, for services to complete a Proposition 218 Majority Protest process for long-term funding of GGA operations.
- c. Provide additional direction to Program Manager, Legal Counsel, and/or Executive Committee as needed.

See attached Staff Report.

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## STAFF REPORT AGENDA ITEM 7: LONG-TERM FUNDING

### BACKGROUND:

On May 14, the GGA Board, the Board received a report from Legal Counsel regarding long-term funding options and discussed the options presented. On June 11, the GGA Board met and again discussed long-term funding options.

On August 6, 2018, the executive committees of the GGA and Colusa Groundwater Authority (CGA) met to discuss long-term funding options. Coming out of this meeting, the Executive Committees of both the GGA and the CGA agreed to recommend to their respective Boards to pursue a Proposition 218 Majority Protest Assessment proceeding.

On August 13, the GGA Board met and voted to move forward with the Proposition 218 Majority Protest Assessment option for long-term funding.

On August 23, the CGA Board held a special meeting and voted to also pursue the Proposition 218 Majority Protest Assessment option. At its September 25 meeting, the CGA authorized the approval of a proposal and contract from Provost and Pritchard. (See Attachment 2.)

On September 10, the GGA Board directed staff to request a quote from Provost & Pritchard to complete all necessary tasks to prepare for an implement a Property-Related Fees Assessment for Water Service consistent with the process of CGA. GGA staff worked with Provost & Pritchard to provide the quote attached as Attachment 1.

### ATTACHMENTS:

1. Quote for Services from Provost & Pritchard.
2. Template Contract from Provost & Pritchard

### RECOMMENDATION:

Authorize the Program Manager or Board Chair to enter into a contract with Provost & Pritchard, on behalf of the GGA, for services to complete a Proposition 218 Majority Protest process for long-term funding of GGA operations.





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November 26, 2018

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) 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) 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

\\ppeng.com\pzdata\docs\Marketing\Proposals\2018\Glenn Groundwater Authority - Prop 218 18-344\Working Drafts\2018-1126 GGA Majority Protest Proposal.docx

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 (Fee Budget)**

Provost & Pritchard Consulting Group will perform these services on a time and materials basis, 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.

## 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

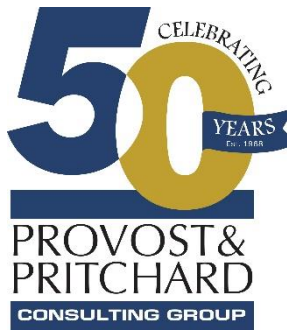
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Signature

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Printed Name

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Title

\_\_\_\_\_  
Date



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## CONSULTANT SERVICES AGREEMENT

CSA No:

Client	_____	Proposal No.	_____
Attention	_____	Telephone	_____
Bill To	_____	Fax	_____
Billing Address	_____	E-Mail	_____
City, Zip Code	_____		
Project Title	_____	Location	_____

Description of Services:

The provisions set forth below and on the following paragraphs 1 through 42 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 not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further 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 sixty (60) 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 26 through 31. 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 18.
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 thirty (30) 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 compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

## DISPUTE RESOLUTION

20. 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**

21. 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.
22. 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.
23. 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.
24. 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.
25. 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**

26. 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.

27. 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.
28. 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.
29. 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 26. 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 28.
30. 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.
31. 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**

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. 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.
35. 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.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. 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.
38. 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.

39. 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.
40. 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.
41. 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 26 through 31, except for termination expenses provided for in said paragraph 31. 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.
42. 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.

<b>Client</b>	_____	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group	
<b>By</b>	_____	<b>By</b>	_____
<b>Name/Title</b>	_____	<b>Name/Title</b>	_____
<b>Date Signed</b>	_____	<b>Date Signed</b>	_____

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

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### AGENDA ITEM 8: ANNUAL AUDIT FOR FISCAL YEAR 2017/2018

- a. Receive update on annual audit progress.
- b. Discuss draft audit reports from CliftonLarsonAllen LLP.
- c. Provide direction as needed.

September 10, 2018, the Board selected CliftonLarsonAllen LLP (CLA) to provide annual audit services for Fiscal Year 2017/2018. As directed by the Board, the Executive Committee negotiated a contract, which was executed by the Board Chairman. Staff has coordinated with the Treasurer and with CLA to provide necessary documentation and provide clarifications as required. The Draft Report is attached for discussion and comments. CLA also provided the attached representation letter to be confirmed and signed by the Board Chairman and Program Manager.

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**YEAR ENDED JUNE 30, 2018**

Final Draft 11.25.18

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
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**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
LIST OF DIRECTORS  
YEAR ENDED JUNE 30, 2018**

<b>NAME</b>	<b>AGENCY</b>	<b>POSITION</b>
John Viegas	County of Glenn	Director
Pete Carr	County of Orland	Director
Gary Hansen	City of Willows	Director
George Nerli	Glide Water District	Director
John Amaro	Glenn-Colusa Irrigation District	Director
Charles Schonauer	Orland-Artois Water District	Director
Randy Hansen	Kanawha Water District	Director
Gary Enos	Princeton-Codora-Glenn Irrigation District/Provident Irrigation District	Director



## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Glenn Groundwater Authority  
Groundwater Sustainability Agency  
Willows, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Glenn Groundwater Authority Groundwater Sustainability Agency (the Authority), as of and for the year ended June 30, 2018, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Glenn Groundwater Authority Groundwater Sustainability Agency, as of June 30, 2018, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

#### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2018 on our consideration of Glenn Groundwater Authority Groundwater Sustainability Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Glenn Groundwater Authority Groundwater Sustainability Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Glenn Groundwater Authority Groundwater Sustainability Agency's internal control over financial reporting and compliance.

**CliftonLarsonAllen LLP**

Roseville, California  
November 30, 2018

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
STATEMENT OF NET POSITION  
JUNE 30, 2018**

**ASSETS**

Cash and investments	\$ 325,371
Interest Receivable	<u>1,494</u>
Total Assets	<u>326,865</u>

**LIABILITIES**

Accounts Payable	<u>24,594</u>
Total Liabilities	<u>24,594</u>

**NET POSITION**

Unrestricted	<u>302,271</u>
Total Net Position	<u><u>\$ 302,271</u></u>

Final Draft 11.25.18

*See accompanying Notes to Basic Financial Statements.*

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
STATEMENT OF ACTIVITIES  
YEAR ENDED JUNE 30, 2018**

**EXPENSES**

Professional Services	\$ 34,436
Administrative Support	59,599
Insurance	<u>1,350</u>
Total Expenses	<u>95,385</u>

**PROGRAM REVENUES**

Agency Contributions	<u>395,307</u>
Net Program Revenues (Expenses)	<u>299,922</u>

**GENERAL REVENUES**

Interest Income	<u>2,349</u>
Total General Revenues	<u>2,349</u>

**CHANGE IN NET POSITION**

302,271

Net Position - Beginning of the Year

-

**NET POSITION - END OF YEAR**

\$ 302,271

*See accompanying Notes to Basic Financial Statements.*

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
BALANCE SHEET – GOVERNMENTAL FUND  
JUNE 30, 2018**

**ASSETS**

Cash and investments	\$ 325,371
Interest Receivable	<u>1,494</u>
Total Assets	<u><u>\$ 326,865</u></u>

**LIABILITIES**

Accounts Payable	<u>24,594</u>
Total Liabilities	24,594

**FUND BALANCE**

Unassigned	<u>302,271</u>
Total Fund Balance	<u><u>\$ 302,271</u></u>

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*See accompanying Notes to Basic Financial Statements.*

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCES – GOVERNMENTAL FUND  
YEAR ENDED JUNE 30, 2018**

**REVENUES**

Agency Contributions	\$ 395,307
Interest Income	<u>2,349</u>
Total Revenues	<u>397,656</u>

**EXPENDITURES**

Professional Services	34,436
Administrative Support	59,599
Insurance	<u>1,350</u>
Total Expenditures	<u>95,385</u>

**CHANGE IN FUND BALANCE**

302,271

Fund Balance - Beginning of the Year

\$ -

**FUND BALANCE - END OF YEAR**

\$ 302,271

*See accompanying Notes to Basic Financial Statements.*

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2018**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

The Glenn Groundwater Authority Groundwater Sustainability Agency (the Authority) was created by forming a Joint Exercise of Powers Agreement, signed by nine local agencies, with the purpose of being a Groundwater Sustainability Agency for the Glenn County portion of the Colusa Subbasin of the Sacramento Valley Groundwater Basin.

The State of California under the Sustainable Groundwater Management Act (SGMA) law requires all groundwater well users to live under a Groundwater Sustainability Plan developed by Groundwater Sustainability Agencies that must be completed by January 31, 2022. This Plan will require all groundwater well use to be sustainable for all parts of the basins throughout California, and will potentially require meters and records on groundwater use. Also, required will be a plan for recharging the aquifers if groundwater falls into an overdraft situation.

Glenn Groundwater Authority Member Agencies include:

- City of Orland
- City of Willows
- County of Glenn
- Glenn-Colusa Irrigation District
- Glide Water District
- Kanawha Water District
- Orland-Artois Irrigation District
- Princeton-Codora-Glenn Irrigation District
- Provident Irrigation District

The basic financial statements present information on the financial activities of the Authority. The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the accounting policies are described below.

**B. Basis of Presentation and Accounting**

Government-Wide Statements

The statement of net position and statement of activities display information about the primary government (the Authority). These statements include the financial activities of the overall Authority.

The statement of activities demonstrates the degree to which program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function, and allocated indirect

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2018**

expenses. Program revenues include Agency contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when incurred, regardless of the timing of related cash flows. Nonexchange transactions, in which the Authority gives (or receives) value without directly receiving (or giving) equal value in exchange, include intergovernmental revenues. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

**Fund Financial Statements**

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available (susceptible to accrual). Revenues are accrued when their receipt occurs within sixty days after the end of the accounting period so as to be measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

**C. Use of Estimates**

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**D. Fund Balances – Governmental Fund Financial Statements**

Beginning with the fiscal year 2011, the Authority implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance – amounts that cannot be spent because they are either not spendable in form or legally or contractually required to remain intact.
- Restricted fund balance – amounts with constraints placed on their use by those external to the Authority, including creditors, grantors, contributors or laws and regulations of other governments. It also includes constraints imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance – amounts that can only be used for specific purposes determined by formal action of the Authority's highest level of decision-making authority (the Authority) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.



**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2018**

- Assigned fund balance – amounts that are constrained by the Authority's intent to be used for specific purposes. The intent can be established at either the highest level of decision making or by a body or an official designed for that purpose.
- Unassigned fund balance – the residual classification that includes amounts not contained in the other classifications.

The Authority's governing board establishes, modifies, or rescinds fund balance commitments and assignments by passage of a resolution. When restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, followed by unrestricted committed, assigned, and unassigned resources as they are needed.

**NOTE 2 CASH AND INVESTMENTS**

Cash and investments at June 30, 2018 consisted of the following:

Cash in County Treasury	<u>\$325,371</u>
-------------------------	------------------

The Authority maintains all of its cash and investments with the County of Glenn in an investment pool. On a quarterly basis, the Department of Finance allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The County of Glenn's financial statements may be obtained by contacting the County Glenn Department of Finance office at 516 W. Sycamore Street Willows, CA 95988.

GASB Statement No. 40 requires additional disclosures about a government's deposits and investment risks that include credit risk, custodial risk, concentration risk, and interest rate risk. The Authority has no deposit or investment policy that addresses a specific type of risk.

Required disclosures for the Authority's deposit and investment risks at June 30, 2018 were as follows:

Credit risk	Not rated
Custodial risk	Not applicable
Concentration of credit risk	Not applicable
Interest rate risk	1.92 years

Investments held in the County's investment pool are available on demand and are stated at cost plus accrued interest, which approximates fair value.

**NOTE 3 RELATED PARTY TRANSACTIONS**

The Authority's staff is under contract by Glenn County. During the fiscal year ended June 30, 2018, the Authority paid these departments \$59,599 for administrative services.

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
NOTES TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2018**

**NOTE 4    RISK MANAGEMENT**

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets, errors and omissions and natural disasters. The Authority is covered from risk of loss by its participation in the County of Glenn's risk pool. Information about coverage can be found in the County financial statements.

Final Draft 11.25.18

**REQUIRED SUPPLEMENTARY INFORMATION**

Final Draft 11.25.18

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND  
YEAR ENDED JUNE 30, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amount</u>	<u>Variance with Final Budget</u>
<b>Revenues</b>				
Agency Contributions	\$ 395,307	\$ 395,307	\$ 395,307	\$ --
Use of money and property	--	--	2,349	2,349
<b>Total Revenues</b>	<u>395,307</u>	<u>395,307</u>	<u>397,656</u>	<u>2,349</u>
<b>Expenditures</b>				
Professional Services	82,000	82,000	34,436	47,564
Administrative Support	150,000	150,000	59,599	90,401
Insurance	1,800	1,800	1,350	450
<b>Total Expenditures</b>	<u>233,800</u>	<u>233,800</u>	<u>95,385</u>	<u>138,415</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	161,507	161,507	302,271	140,764
Fund Balance - Beginning of the Year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 161,507</u>	<u>\$ 161,507</u>	<u>\$ 302,271</u>	<u>\$ 140,764</u>

See accompanying Notes to Required Supplementary Information – Budget and Budgetary Reporting.

**GLENN GROUNDWATER AUTHORITY  
GROUNDWATER SUSTAINABILITY AGENCY  
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION  
YEAR ENDED JUNE 30, 2018**

**NOTE 1 BUDGET AND BUDGETARY REPORTING**

The Authority prepares and legally adopts a final budget on or before June 30 of each fiscal year. The Authority operation, commencing July 1, is governed by the proposed budget, adopted by the Board of Directors in June of the prior year.

After the budget is approved, the appropriations can be added to, subtracted from, or changed only by Authority resolution. All such changes must be within the revenues and reserves estimated as available in the final budget or within revised revenue estimates as approved by the Authority.

An operating budget is adopted each fiscal year on the modified accrual basis. Additionally, encumbrance accounting is utilized to assure effective budgetary control. Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if the unperformed contracts in process at year-end are completed or purchased commitments satisfied. Such year-end encumbrances are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year and included in the subsequent year's budget. Unencumbered appropriations lapse at year-end.

The legal level of budgetary control (the level on which expenditures may not legally exceed appropriations) is at the object level. Object category levels of expenditures are as follows: salaries and benefits, services and supplies, and other charges.

**OTHER REPORT**

Final Draft 11.25.18

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors  
Glenn Groundwater Authority  
Groundwater Sustainability Agency  
Willows, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Glenn Groundwater Authority Groundwater Sustainability Agency (the Authority) as of and for the year ended June 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated November 30, 2018.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

### **CliftonLarsonAllen LLP**

Roseville, California  
November 30, 2018



CliftonLarsonAllen LLP  
925 Highland Pointe Drive, Suite 450  
Roseville, CA 95678

This representation letter is provided in connection with your audit of the financial statements of Glenn Groundwater Authority, which comprise the respective financial position of the governmental activities, and the major fund, as of June 30, 2018, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of November 28, 2018, the following representations made to you during your audit.

#### **Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated [insert date], for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We have identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions used in making those estimates, and we believe the estimates (including those measured at fair value) and the significant assumptions used in making those accounting estimates are reasonable.
- Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable

from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

- No events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
- We have not identified or been notified of any uncorrected financial statement misstatements.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

#### **Information Provided**

- We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
  - Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others when the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or abuse whose effects should be considered when preparing financial statements.

- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- We have a process to track the status of audit findings and recommendations.
- We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to Glenn Groundwater Authority, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.
- We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.
- The financial statements properly classify all funds and activities.
- All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.

- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.
- We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- As part of your audit, you prepared the draft financial statements and related notes. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

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**AGENDA ITEM 9:** \*AUTHORIZE PROGRAM MANAGER OR EXECUTIVE COMMITTEE TO ESTABLISH AND IMPLEMENT A PROTOCOL ALLOWING FOR ELECTRONIC SIGNATURES BY THE CHAIR OR VICE-CHAIR IN ORDER TO FACILITATE EFFICIENT OPERATION OF THE AUTHORITY AS PROVIDED IN ARTICLE 7.1 OF THE BYLAWS

Article 7.1 of the Bylaws is included below. It may be beneficial at times to utilize electronic signatures to facilitate efficient operations. Staff recommends establishing this protocol.

7.1 DEPOSIT AND DISBURSEMENT OF FUNDS. All funds of the Authority shall be deposited in one or more depository accounts as may be designated by the Board. Such accounts shall be independent of any account owned by or exclusively controlled by any of the Members. No disbursements of such funds shall be made unless the disbursements have been approved in the annual operating budget, or otherwise specifically approved by the Board. All disbursements shall be by check. Disbursements of not more than five thousand dollars (\$5,000) may be issued pursuant to the Treasurer's sole signature. Disbursements in excess of five thousand dollars (\$5,000) may only be issued upon the signature of the Treasurer and Chair, or in the Chair's absence, the Vice-Chair. The Treasurer may establish and implement a protocol allowing for electronic signatures by the Chair or Vice-Chair in order to facilitate efficient operation of the Authority.

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**AGENDA ITEM 10:** CONSIDER NOMINATING A CANDIDATE FOR THE SPECIAL DISTRICT REPRESENTATIVE POSITION ON THE GOLDEN STATE RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

See attached letter from Golden State Risk Management Authority.

## Lisa Hunter

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**From:** Sam Taylor <staylor@gsrma.org>  
**Sent:** Tuesday, October 2, 2018 8:53 AM  
**To:** Lisa Hunter  
**Subject:** Golden State Risk Management Election Notice

October 2, 2018

Glenn Groundwater Authority

Re: Selection of Special District Representative for the GSRMA Board of Directors

Dear Sir or Madam,

We are reaching out to our special district members, to inform you of a vacancy, of the Special District Representative position on the GSRMA Board of Directors. This is a very exciting opportunity we hope your district will want to be a part of.

An outline of the Board Member Election Timeline is attached. Once the nomination period is closed, we will conduct an election among our special district members. The district that wins the election can then appoint a member of their governing board to serve on the GSRMA Board.

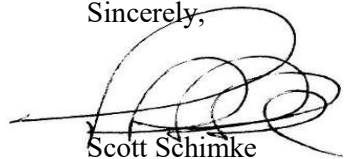
The length of term for the GSRMA board position is 2 years. This specific term runs from July 1, 2019 through June 30, 2021. GSRMA board meetings are bi-monthly starting in July (6 meetings per year). Meetings are held in the GSRMA board room in Willows, CA, from 6-8 pm on the second Wednesday of each meeting month. Each board member receives a \$100 stipend, plus reimbursement for travel expenses (including lodging and meals, if applicable.) We do have capability for remote participation (WebEx) as well if a board member is unable to attend a meeting in-person.

Please share this information with your board members and let us know if they wish to self-nominate to be a candidate district in this election. You can notify us by sending an email that includes your district's name, your name and states that your district would like to be a candidate in the election for GSRMA board representation. The email should be sent to: [elections@gsrma.org](mailto:elections@gsrma.org). Alternatively, you may mail us your nomination via the USPS or fax it to (530) 934-8133.

The deadline for nominations is end of business on December 20, 2018. The election will take place February 4, 2019 through April 19, 2019.

We hope your district decides to participate in this process. Please contact our office if you have any questions.

Sincerely,



Scott Schimke  
GSRMA Risk Manager

cc: GSRMA Board of Directors



Golden State Risk Management Authority (GSRMA)  
Governing Board Member Election Timeline  
Effective for July 1, 2019 vacancies

The July 1, 2019 vacancies for the Board include representatives for Fire and Special Districts.

The timeline for these elections are as follows:

Approval of the 7/1/2019 Board Member Election Timeline.

Nominations will be open October 2, 2018 through December 21, 2018.

- Send nomination invite to appropriate member agencies by October 2, 2018.
- Send deadline reminder by November 30, 2018.
- Nominations must be received in the GSRMA office by end of business December 18, 2018.

Approve nominees/ballot at January 9, 2019 board meeting.

Election conducted February 1, 2019 – April 19, 2019.

- Distribute primary contact information for each peer district to candidate districts by January 18, 2019.
- Distribute election ballot by February 1, 2019.
- Send deadline reminder by March 29, 2019.
- Ballots must be received in the GSRMA office by end of business April 19, 2019.

Election results will be presented to the Board at their May 8, 2019 meeting. At this meeting the Board will:

- In case of a tie, hold a drawing among those receiving the most votes.
- For any vacancy that received no nominations, appoint an individual qualified to fill the position.
- Certify the results of the election process.

Elected districts will provide their appointment prior to the July 10, 2019 Board meeting.

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**Total Control Panel**

[Login](#)

To: [lhunter@countyofglenn.net](mailto:lhunter@countyofglenn.net)

[Remove](#) this sender from my allow list

From: [staylor@gsrma.org](mailto:staylor@gsrma.org)

*You received this message because the sender is on your allow list.*



# Glenn Groundwater Authority

## Groundwater Sustainability Agency

PO Box 351, Willows, CA 95988 | 530.934.6501

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### AGENDA ITEM 11: COMMITTEE UPDATES

- a. Executive Committee
  - i. CGA/GGA Joint Executive Committee

The GGA Executive Committee September 26, 2018 meeting was cancelled. The Committee met October 24, 2018. Highlighted topics of discussion include the Draft CGA/GGA MOU, which has been sent to the CGA Executive Committee for review and comment, annual audit services, and long-term funding. The next meeting is scheduled for December 26, 2018.

The CGA/GGA Joint Executive Committee has not met and has nothing further to report.

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### AGENDA ITEM 11: COMMITTEE UPDATES

- b. GGA/CGA Technical Ad Hoc Committee
  - i. CGA/GGA Technical Ad Hoc Committee

The GGA Technical Ad Hoc Committee met November 14, 2018 to develop a recommendation to the Board on the composition of a Standing Technical Advisory Committee. The Committee's recommendation will be considered at the December 10, 2018 Board meeting.

The CGA/GGA Technical Ad Hoc Committee has not met and has nothing further to report.

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### AGENDA ITEM 11: COMMITTEE UPDATES

- c. Stakeholder Engagement Committee

The Stakeholder Engagement Committee was formed at the January 8, 2018 Board meeting. The committee has not met. Lisa Hunter has been coordinating with Mary Fahey, CGA Program Manager, and the facilitation team on a draft Stakeholder Communication Engagement Plan. The committee is scheduled to meet December 6, 2018 to review and provide comments on this draft plan.

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### AGENDA ITEM 11: COMMITTEE UPDATES

- d. Basin Boundary Modification Ad Hoc Committee

The Basin Boundary Modification Ad Hoc Committee has not met since the previous meeting. The committee has nothing further to report. The Basin Boundary Modification request period closed September 28, 2018. The comment periods for submitted Basin Boundary Modifications have also closed.

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# Glenn Groundwater Authority

## Groundwater Sustainability Agency

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### AGENDA ITEM 12: \*CONSIDER DISSOLVING BASIN BOUNDARY MODIFICATION AD HOC COMMITTEE

The task for the committee is complete. Consider dissolving the committee or provide additional direction to the committee.

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### AGENDA ITEM 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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### AGENDA ITEM 14: NEXT MEETING

The next meeting is scheduled for December 10, 2018 at 1:30 PM.

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### AGENDA ITEM 15: ADJOURN

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