

Yolo Subbasin Groundwater Agency Board of Directors Meeting Agenda

Monday, January 11, 2021

3:15 p.m. to 5:00 p.m.

34274 State Highway 16, Woodland, CA 95695

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

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NOTICE TO PUBLIC

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In compliance with the Americans with Disability Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting please contact YSGA office at (530) 662-3211. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

All items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a three-minute time limit. The Chair has the discretion of limiting the total time for an item.

3:15 1. CALL TO ORDER AND DETERMINATION OF QUORUM

3:20 2. APPROVE AGENDA AND ADDING ITEMS TO THE POSTED AGENDA – In order to add an agenda item, it must fit into one of the following categories: a) A majority determination that an emergency (as designed by the Brown Act) exists; or b) A 4/5ths determination that the need to take action arose subsequent to the agenda being posted.

3:25 3. PUBLIC FORUM – The Public may address the Yolo Subbasin Groundwater Agency Board of Directors on any item of interest not appearing on the agenda that is within the subject matter of the Yolo Subbasin Groundwater Agency.

- 3:30** 4. [REPORT OF THE CHAIR AND EXECUTIVE OFFICER](#), pages 3-10
Executive Officer report on activities since last Board meeting.
- 3:40** 5. [CONSIDERATION: CONSENT ITEMS](#), pages 11-22
a. Approve November 16, 2020 Board of Directors' Meeting Minutes, pages 12-16
b. Receive Fiscal Year 2020-2021 Financial Statements: October-November 2020, pages 17-20
c. Receive minutes of Executive Committee: 10/29/20, pages 21-22
- 3:45** 6. [CONSIDERATION: FISCAL YEAR 2020-2021 BUDGET AMENDMENT #3](#), Kristin Sicke,
Executive Officer, pages 23-25
- 3:55** 7. [CONSIDERATION: APPROVE AND AUTHORIZE CHAIR TO EXECUTE MASTER SERVICES AGREEMENTS WITH GEI AND SEI CONSULTANTS](#), Kristin Sicke,
Executive Officer, pages 26-36
- 4:00** 8. **UPDATE ON WATER LEGISLATION, REGULATORY & DELTA ISSUES**,
Adam Robin, Northern California Water Association
- 4:10** 9. **PRESENTATION: MULTI-BENEFIT MANAGED AQUIFER RECHARGE PILOT PROJECT IN COLUSA SUBBASIN**, Julia Barfield, The Nature Conservancy
- 4:40** 10. [UPDATE: GROUNDWATER SUSTAINABILITY PLAN DEVELOPMENT](#), pages 37-38
a. Water Budget
b. Hydrogeologic Conceptual Model
c. Stakeholder Communication and Engagement
d. Groundwater Monitoring and Report
e. Surface Water and Groundwater Modeling
f. Sustainable Management Criteria
- 4:50** 11. **MEMBERS' REPORTS AND FUTURE AGENDA ITEMS – Yolo Subbasin Groundwater**
Agency Members are invited to briefly report on current issues and recommended topics for future Yolo Subbasin Groundwater Agency Board of Directors' meetings.
- 4:55** 12. **NEXT MEETING – Monday, March 15, 2021**
- 5:00** 13. **ADJOURNMENT**

Consideration of items not on the posted agenda, items in the following categories: 1) majority determination that an emergency (as defined by the Brown Act) exists; or 2) a 4/5ths determination that the need to take action arose subsequent to posting of the agenda. I declare under penalty of perjury that the foregoing agenda was posted by January 8, 2021 and made available to the public during normal business hours at the following locations: YSGA's office at 34274 State Highway 16, Woodland 95695.



Donna L. Gentile, Board Secretary

Yolo Subbasin Groundwater Agency Board of Directors Meeting Agenda Report

MEETING DATE: January 11, 2021

AGENDA ITEM NO. 4

SUBJECT: Report of the Chair and Executive Officer

INITIATED OR BOARD

INFORMATION

REQUESTED BY: STAFF

ACTION: MOTION

OTHER _____

RESOLUTION

ATTACHMENT YES NO

BACKGROUND

The YSGA Chair and Executive Officer will provide either an oral or written report on recent activities.

A written report from the YSGA Executive Officer is attached.

RECOMMENDATION

This agenda item is for informational purposes only. No Board action is required.

Date: January 7, 2021
To: YSGA Board of Directors
From: Kristin Sicke, Executive Officer
Subject: Report of the Executive Officer

Recommendation

For informational purposes only. No Board action required.

Background

Following is an update to the Board of Directors of the YSGA on activities and issues related to the ongoing implementation of the Sustainable Groundwater Management Act (SGMA). This report should be considered as a summary document so that Board members and other interested parties can quickly read about the general activities taking place between YSGA Board meetings. Board members should feel free to contact me at any time for more detail or with ideas and/or questions that they might have regarding the program.

Since the November 16, 2020 meeting of the YSGA Board of Directors the following activities have taken place.

Program Administration

One meeting was held by the YSGA Executive Committee (EC) on December 16, 2020. The EC, consisting of Chair Cornwell, Vice-Chair Loren, Lynnel Pollock, Kurt Balasek, and Executive Officer Sicke, discussed logistical issues related to YSGA administration and the development of the Groundwater Sustainability Plan (GSP). The next meeting of the YSGA EC is scheduled for February 10, 2021 from 12:30 to 1 p.m. remotely or at the Yolo County Flood Control and Water Conservation District (YCFC&WCD) Headquarters in Woodland.

The GSP Technical Team scheduled and hosted the final Management Area workshop for Central Yolo on December 4, 2020. The Management Area workshops were an opportunity for the member entities to review the representative well selection process and methodology for selecting the minimum thresholds and measurable objectives – particularly for the groundwater levels, storage, and water quality.

Staff has scheduled the first ad-hoc committee meeting to review the voting structure and expense allocation for January 19, 2021. Staff scheduled and hosted the first Yolo Subbasin Update to Yolo County farmers on GSP development to review general YSGA activities and efforts to-date for developing the GSP. Additionally, the GSP Technical Team scheduled and hosted a Technical Advisory Committee (TAC) meeting to review the water budget and model results from SEI's WEAP/MODFLOW analysis and the proposed methodology for the land subsidence sustainability indicator. A meeting has been scheduled with the TAC for January 14, 2021 to continue discussing the land subsidence sustainability indicator and begin discussing the surface-water groundwater interaction sustainability indicator; additionally, the TAC will preliminarily consider environmental beneficial users, including groundwater-dependent ecosystems (GDEs).

Staff have continued to work on the transition plan for Donna Gentile's administrative duties for the WRA and YSGA; staff have engaged bookkeeping services via an outside consultant and the YCFC&WCD is increasing its administrative role as part of the WRA and YSGA duties. A revision to the YCFC&WCD and YSGA administrative services agreement will be brought to the YSGA Board of Directors at the March 2021 meeting.

Additionally, staff continued to communicate with Solano Subbasin GSA, Sutter Subbasin, and Colusa Groundwater Authority on data sharing opportunities and general GSP coordination. Staff also coordinated with TNC and CDFW on the methodology or thought process for analyzing the groundwater surface water interaction sustainability indicator and identifying environmental beneficial users.

The Yolo Groundwater website <http://yologroundwater.org> was updated as needed. A calendar of current events is posted to the website.

Program Implementation

Water Budgets: Stockholm Environment Institute (SEI) has completed the second draft of the water budget chapter, along with the first draft of the model documentation. This information is being incorporated into Chapter 2 – the Basin Setting. The draft Basin Setting chapter will be posted to the website by January 31, 2021 and an email will be sent to Board, Working Group, and TAC members.

Hydrogeologic Conceptual Model (HCM): The GSP Technical Team has reviewed the draft HCM and Groundwater Conditions section as part of the draft Basin Setting chapter. As mentioned above, the GSP Technical Team anticipates a draft of the Basin Setting chapter will be available for stakeholder review by January 31, 2021. This chapter will be posted to the website and an email will be sent to Board, Working Group, and TAC members. Additionally, draft Chapter 1 – the Introduction has been posted to the website and is available for public comment.

Sustainable Management Criteria: A series of remote Management Area workshops were conducted for member agencies to review the representative wells, and methodology for establishing the minimum thresholds and measurable objectives for groundwater levels, storage, and water quality within each Management Area. As mentioned above, the final three sustainability indicators will be reviewed at upcoming TAC meetings: surface-water groundwater interaction, land subsidence, and seawater intrusion. The TAC's proposals will be provided to the Working Group at an upcoming meeting, which will likely take the place of an upcoming second round of Management Area workshops. It's anticipated that the next Working Group meeting will occur sometime in February 2021 to review this material.

Grant Applications: There was no grant application activity this quarter.

Groundwater Monitoring: The groundwater monitoring program continues to track groundwater elevations through the year. Groundwater level information can be viewed on the YSGA's website at <http://yologroundwater.org>.

As reported at the November 2020 Board meeting, a total of 21 real-time groundwater level monitoring devices have been installed in Yolo County. YCF&WCD staff are working on having all data and information from those units viewable in <http://yologroundwater.org>.

Staff have been coordinating with DWR, USBR, RD 108, and Dunnigan Water District on well data collection and labeling. Staff have also been working on enhancing the aggregate well database: finding construction information, updating data, and getting state well numbers, as needed. Ongoing updates to the WRID include adding 5,000 historical water level readings that were in SEI's groundwater graphing tool from DWR's Water Data Library and requesting upgrades to the interface to improve the navigation, export, and QA/QC features.

Program Outreach

Staff participated in a number of meetings/workshops/discussions related to SGMA and groundwater recharge and protection, which include the following:

1. Coordination Meeting with Yolo County Division of Environmental Health to Discuss Well Permitting Program (November 17; Sicke and Sabatini)
2. Participated in Discussions with DWR and TNC on Groundwater Recharge Bird Habitat Enhancement Pilot Project (November 19; Sicke)
3. Participated in North Sac Valley Interbasin Coordination Meeting (December 1; Sicke)
4. Discussion with City of Winters' Manager on WRA/YSGA (December 3; Sicke)
5. Hosted Management Area Working Session Central Yolo (December 4; Sicke, Stevenson, Leicht, and Cronin – and various YSGA Directors)
6. Hosted TAC Meeting #4 – Water Budgets Review and Land Subsidence Discussion (December 8; Sicke, Stevenson, Leicht, and Cronin – and various YSGA Directors)
7. WDCWA and ASR Review for YSGA Model (December 9; Stevenson and Cohen)
8. Participated in Interbasin Coordination Meeting with Solano Subbasin (December 9; Sicke and Stevenson)
9. Discussion of RD 108 and YCFC Management Actions (December 10; Stevenson and Vanderwaal)
10. Participated in NCWA Groundwater Management Task Force Meeting (December 14; Sicke and Stevenson)
11. Participated in Interbasin Coordination Meeting with Colusa Subbasin to Discuss Model Conditions at Boundaries (December 16; Sicke and Vanderwaal)
12. Hosted YSGA's Update to Yolo Subbasin Farmers on the Development of the Groundwater Sustainability Plan (December 18; Sicke, Stevenson, Leicht, and Cronin)
13. Participated in Discussion with NCWA and Yolo County Farm Bureau about CV-SALTS and SGMA Coordination (December 21; Sicke, Stevenson, and Director Sagara)
14. Participated in discussion with TNC to Review TNC's Database and Resources Available for the Surface Water Groundwater Interaction Analysis and GDE Identification (December 23; Sicke, Stevenson, Leicht, and Cronin)

Other Items of Note

On June 4, 2020, [Term 91 went into effect](#) and the State Water Board sent out diversion curtailment notices. As of December 31, 2020, the Delta is still considered to be in “balanced” condition.

The Northern Sierra Precipitation 8-Station Index can be found at the following link: https://cdec.water.ca.gov/cgi-progs/products/PLOT_ESL.pdf. The precipitation to-date is currently above 1976-1977 levels, but below 2019-2020 levels.

The YCFC&WCD's Indian Valley Reservoir still has about 72,000 acre-feet of surface water available for the 2021 irrigation season; Clear Lake levels are still below 1.0 feet (YCFC&WCD's Clear Lake entitlement begins at 3.22 feet).

Current Groundwater Conditions

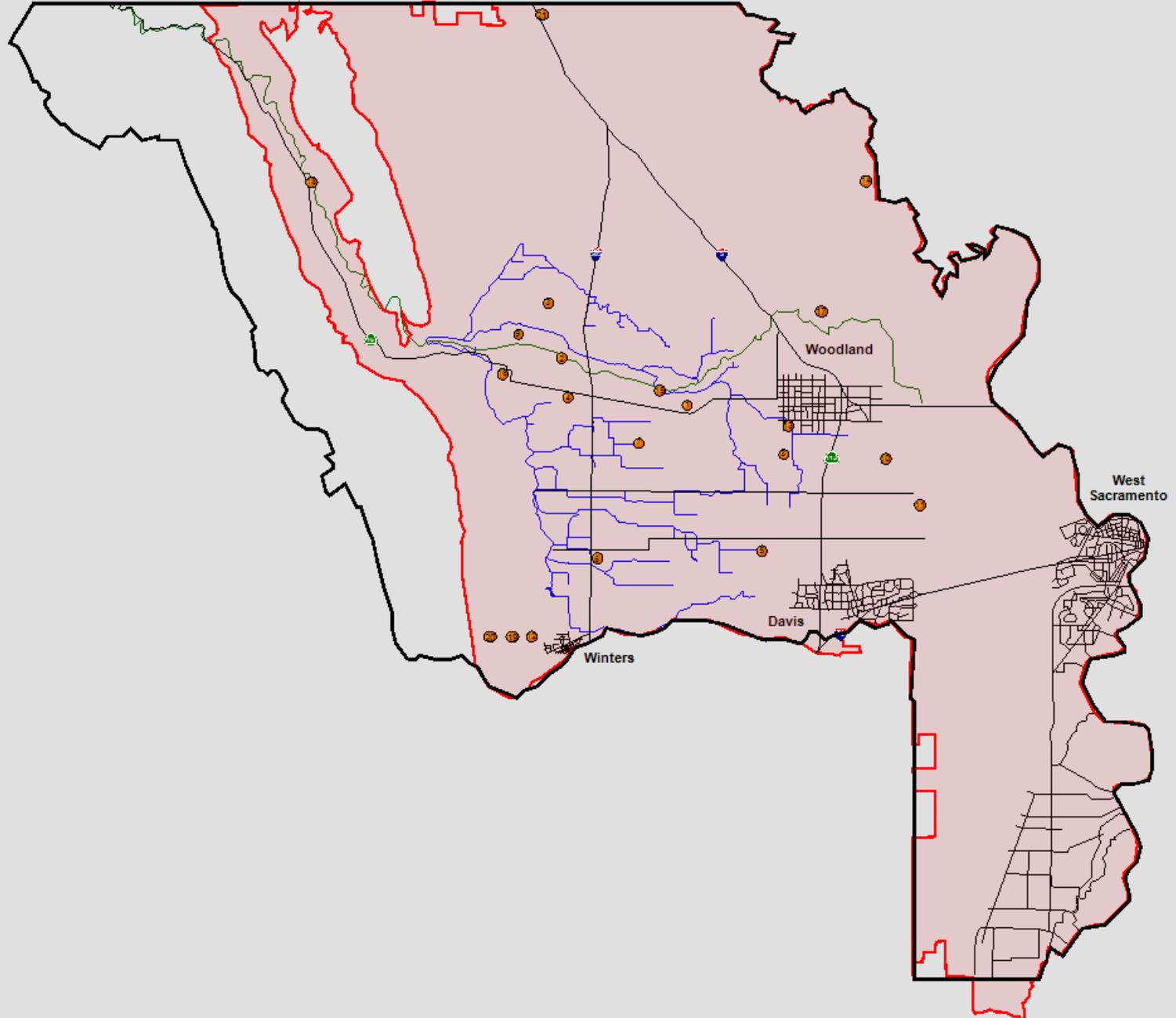
Since March, groundwater levels have begun a gradual decline (as is to be expected during the spring/irrigation season), and when looking at the YCFC&WCD real-time monitoring wells, it appears groundwater levels began to rise at the end of the irrigation season. When compared to last year's elevations (as shown on the historical depth to water table below), this year's water levels are on average 7-feet lower. When compared to the most recent drought period (2015 elevations), this year's groundwater levels are on average 14-feet higher.

Included below are the following graphics that illustrate the current groundwater conditions and monitoring efforts.

1. A location map of the 21 real-time monitoring locations currently operating in the Yolo Subbasin. Wells 17-21 still need to be incorporated in the depth to water historical comparison chart.
2. A table showing historical groundwater elevations on a specific date (January 6, 2021 in this example).
3. A hydrograph of average groundwater levels based on 110 monitored wells throughout Western Yolo County. These measurements are taken twice annually, once in the spring when groundwater levels are at their highest and again in the fall when groundwater levels are at their lowest. This hydrograph contains the recent fall 2020 measurements.

This data is current as of January 6, 2021. Visit <http://yologroundwater.org> for more detailed information.

Well Monitoring
Real-Time



- SCADA Links
- Comparison Trends
- Comparison Table 1
- Comparison Table 2

Legend

Monitoring Site	●
District	—
YSGA	—
County	—

Well Monitoring

Depth to Water Historical Comparison
(Daily Average DTW in feet)

SCADA Links

Well Map

Select Date

01/06/21

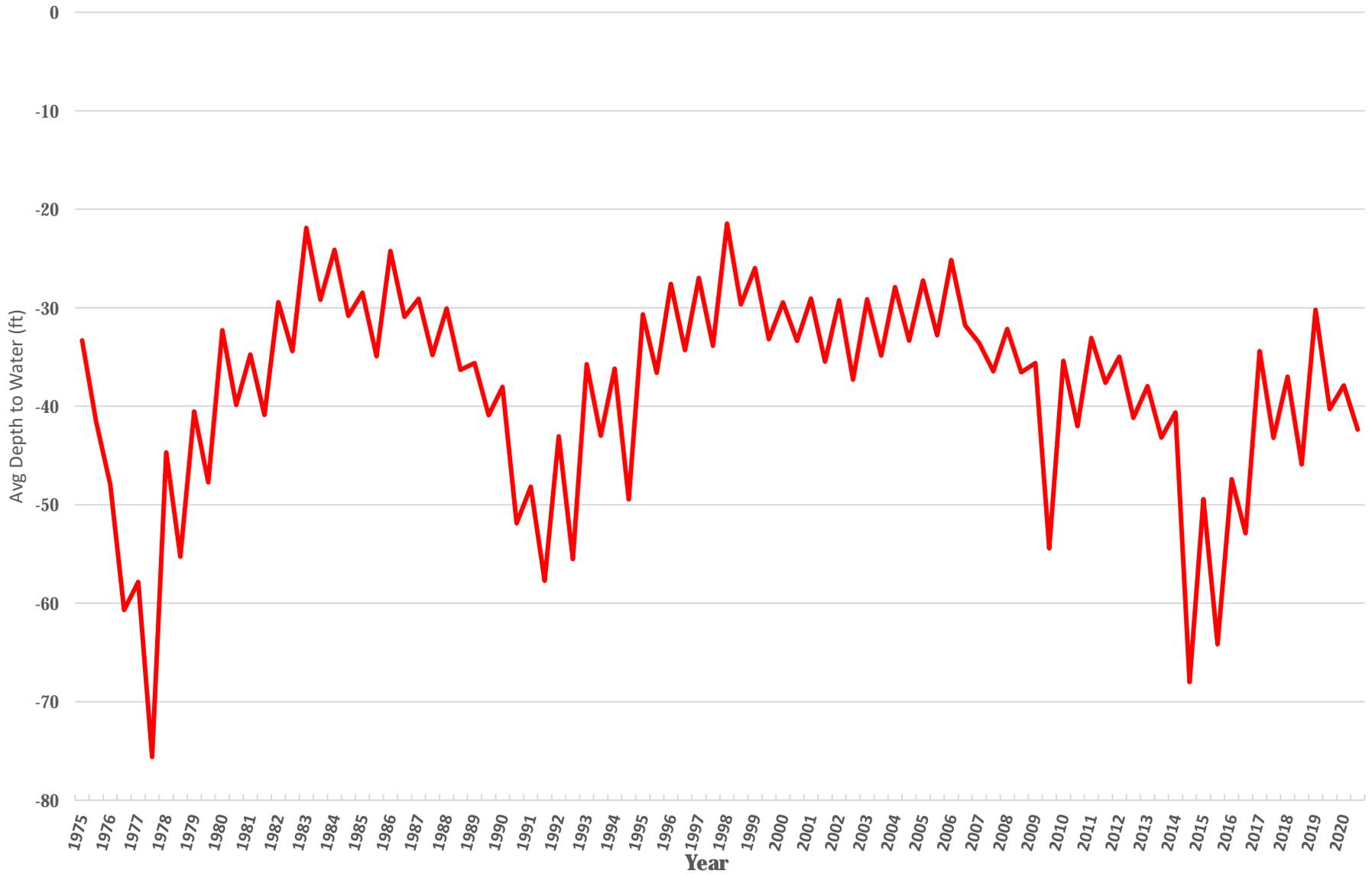
Comparison Trends

Comparison Table 2

Well	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Δ 2020 - 2021	Δ 2015 - 2021
1.	89.5	82.4	81.0	82.7	93.5	110.7	114.7	101.9	96.0	101.1	93.8	102.9	-9.1	7.8
2.	39.1	31.3	29.8	29.1	37.4	43.8	48.9	35.2	30.5	31.4	30.2	32.4	-2.2	11.4
3.		44.4	38.5	40.4	50.8	66.8	65.5	51.2	39.8	42.3	39.5	43.0	-3.5	23.8
4.		27.9	26.0	23.3	32.9	42.2	53.3	33.1	27.5	27.3	25.4	30.2	-4.7	12.1
5.			20.1	20.7	28.7	33.0	39.6	37.6	27.2	29.6	21.9	29.4	-7.5	33.0
6.			35.1	31.5	48.8	50.3	54.9	42.8	33.4	37.3	30.6	38.4	-7.8	11.9
7.					20.1	35.7	38.6	25.2	24.3	23.0	19.3	27.5	-8.2	8.2
8.					49.7	64.6	68.1	60.5	45.5	47.8	38.2	47.4	-9.2	17.2
9.					51.8	66.1	67.6	51.0	40.9	42.4	40.7	44.5	-3.8	21.6
10.						31.2	34.5	28.5	17.1	20.4	13.8	24.3	-10.6	6.8
11.						16.3	17.0	13.1	11.0	12.6	9.9	14.9	-5.1	1.4
12.										117.6	104.8	119.3	-14.5	
13.									57.7	58.2	49.9	59.4	-9.5	
14.										12.5	10.8	12.9	-2.1	
15s.										41.0	37.8	46.8	-9.0	
16.											33.5	36.7	-3.2	

YCFCWCD Average Groundwater

Depth by Season (Fall 2020 is 110 wells)



Yolo Subbasin Groundwater Agency Board of Directors Meeting Agenda Report

MEETING DATE: January 11, 2021

AGENDA ITEM NO. 5

SUBJECT: Consideration: YSGA Consent Items

INITIATED OR BOARD

INFORMATION

REQUESTED BY: STAFF

ACTION: MOTION

OTHER _____

RESOLUTION

ATTACHMENT YES NO

BACKGROUND

- a. *Approve November 16, 2020 YSGA Board of Directors' Meeting Minutes*
Pursuant to Section 54957.5 of the Brown Act, copies of the draft minutes are available to the public at the Board meetings prior to their approval.
- b. *Receive Fiscal Year 2020-2021 Financial Statements: October-November 2020*
Receive financial statements for October 1 to November 30, 2020.
- c. *Receive Minutes of YSGA Executive Committee*
Receive YSGA Executive Committee meeting minutes for October 29, 2020.

RECOMMENDATION

- a. Recommend adoption of November 16, 2020 Board meeting minutes with any corrections.
- b. This agenda item is for informational purposes only. No Board action is required.
- c. This agenda item is for informational purposes only. No Board action is required.

Yolo Subbasin Groundwater Agency
BOARD OF DIRECTORS' MEETING MINUTES
Monday, NOVEMBER 16, 2020, 3:30 p.m.
Meeting held via Teleconference
34274 State Highway 16, Woodland, CA 95695

- 1. CALL TO ORDER and DETERMINATION OF QUORUM:** Meeting called to order at 3:30 p.m. by Roger Cornwell, Chair.
Donna Gentile conducted a roll call and determined a quorum was present.

The following Board members and (alternates) were in attendance:

California American Water, Dunnigan: Evan Jacobs
Colusa Drain Mutual Water Company: Lynnel Pollock
City of West Sacramento: (William Roberts)
City of Winters: Jesse Loren, Vice-Chair, (Kurt Balasek)
Dunnigan Water District: (Bill Vanderwaal)
Environmental Representative: Ann Brice
Esparto Community Service District (CSD): Charles Schaupp
Madison CSD: Leo Refsland
Reclamation District (RD)108: (Bill Vanderwaal)
RD 537: Tom Ramos (arrived at 3:45 pm, Item #6)
RD 765: David Dickson (arrived at 3:45 pm, Item #6)
RD 787: Roger Cornwell, Board Chair
RD 999: Tom Slater
RD 1600: Michele Clark
RD 2035: (Mike Hall)
University of California Davis (UCD): Camille Kirk
Yocha Dehe Wintun Nation: Emily Drewek
Yolo County: Gary Sandy
Yolo County Farm Bureau (YCFB): (Denise Sagara)
Yolo County Flood Control & Water Conservation District (YCFC&WCD): Tom Barth

Absent: City of Davis, City of Woodland, RD 150, RD 307

- 2. APPROVE AGENDA:** The Board approved the September 21, 2020 agenda as posted.
Motioned by Colusa Drain Mutual Water Company to approve the agenda, seconded by the City of Winters and unanimously approved.

Absent: City of Davis, City of Woodland, RD 150, RD 307

- 3. PUBLIC FORUM:** No comments.
- 4. REPORT OF THE CHAIR and EXECUTIVE OFFICER:** Chair Cornwell did not have anything to report. Kristin Sicke highlighted information provided in the written Executive Officer's report with the November agenda.

5. CONSIDERATION: CONSENT ITEMS

- a. Approved September 21, 2020 Board of Directors meeting minutes
- b. Received Fiscal Year 2020-2021 Financial Statements: July – October 2020
- c. Received minutes of Executive Committee: 9/14/20
- d. Received Yolo LAFCo JPA Service Review for the YSGA adopted by LAFCo on October 29, 2020: <https://www.yololaftco.org/files/c57ca461c/YSGA+JPA+Service+Review+10-29-2020+FINAL.pdf>

Motioned by the University of Davis California to approve all consent items, seconded by Esparto Community Service District and unanimously approved.

Absent: City of Davis, City of Woodland, RD 150, RD 307

6. UPDATE ON WATER LEGISLATION, REGULATORY & DELTA ISSUES,

Adam Robin, Northern California Water Association (NCWA) Legislative Affairs Director, gave the following updates below related to water and groundwater. NCWA's *Water Briefings State Legislation* newsletter (October 2020) was distributed (<https://www.yologroundwater.org/board-of-directors>).

- **NCWA's 2020 state legislative year-in-review document is now available.**
- **The 2021-2022 state legislative session begins on December 7, 2020, with both the Senate and Assembly beginning their work in earnest in January 2021. It is likely that the ongoing COVID-19 will continue to affect the Legislature's ability to consider their usual number of bills. The state budget will also be impacted by decreased state revenues and COVID-related expenditures.**
- **The Governor's January Budget will be a key milestone in understanding how the state budget and related policy initiatives might begin to take shape in 2021.**
- **The State Water Resources Control Board has noticed a series of workshops for early December on estimating the costs of compliance with a new maximum contaminant level for hexavalent chromium in drinking water.**

7. CALIFORNIA DEPARTMENT OF WATER RESOURCES UPDATE, Barrett Kaasa gave the following updates for November 2020:

Flood-MAR (Managed Aquifer Recharge)

- A new survey on forming a Flood-MAR network is available: https://www.surveymonkey.com/r/FloodMAR_2020. This survey is being conducted on behalf of DWR. There is also a new Lunch-MAR monthly speaker series. If you are interested in attending, please email Jennifer.Marr@water.ca.gov (916) 651-9229 to be added to the calendar invite. To join the Flood-MAR listserv follow this link: https://listserv.ceqa.ca.gov/scripts/wa.exe?SUBED1=DWR_FLOODMAR&A=1

NEW Statewide Groundwater Level Change Report and Maps Available

- The [Spring 2020 Groundwater Level Change Report](#) and accompanying maps are available on the DWR website and present a summary of groundwater level data. The report and maps include a discussion of groundwater level trends with multi-year comparisons which can assist with the development of GSPs.

GSPs have been submitted by all Critically Over-drafted basins.

- GSPs and public comments have been posed on the SGMA portal here: <https://sgma.water.ca.gov/portal/gsp/all>. The public comment period is now open for the Madera Subbasin through December 23, 2020.

Facilitation Support Services (FSS): Funding still available

- GSA's developing GSPs are eligible to receive funding for identification and engagement of interested parties, meeting facilitation, interest-based negotiation/consensus building, and public outreach facilitation.
- More information can be found here: <https://water.ca.gov/Programs/Groundwater-Management/Assistance-and-Engagement> New written translation services available in 10 languages for outreach materials (5,000 word maximum).

Technical Support Services (TSS): Funding still available

- COD basins have priority, but this application is open to all high and medium priority basins including those with an approved alternative plan. More information and applications can be found here: <https://water.ca.gov/Programs/Groundwater-Management/Assistance-and-Engagement>.
- Funds can be used for monitoring well installation, geophysical logging, geologic logging, groundwater level monitoring training, borehole video logging, and other field activities.

Kristin Sicke asked Barrett for an update on the GSA private property owner access agreement and the status of YCFC&WCD's well installation request.

8. UPDATE ON GROUNDWATER SUSTAINABILITY PLAN (GSP) DEVELOPMENT,

Kristin Sicke, YSGA Executive Officer, highlighted information from her written GSP update included with the November Board agenda. An YSGA organizational flow chart was created to illustrate the interaction of the various committees and working groups which can be found in the Board meeting PowerPoint presentation posted here: <https://www.yologroundwater.org/board-of-directors>.

- a. Water Budget
- b. Hydrogeologic Conceptual Model
- c. Stakeholder Communication and Engagement
- d. Groundwater Monitoring and Report
- e. Surface Water and Groundwater Modeling
- f. Sustainable Management Criteria

9. MEMBERS' REPORTS and FUTURE AGENDA ITEMS – No additional information was discussed.

10. NEXT MEETING – Monday, January 11, 2021

11. ADJOURNMENT – Chair Cornwell adjourned the meeting at 4:10 p.m.

Respectfully submitted,

Donna L. Gentile, Board Secretary & Administrative Coordinator

	Agency	Name	Board/ Alternate	ABSENT	Telecall Attendance	Time arrived (Item #)
1	City of Davis	Brett Lee	Board	Absent		
		Arnold (Gryczko)	Alternate			
2	City of West Sacramento	Martha Guerrero	Board			
		William Roberts	Alternate		Yes	
3	City of Winters	Jesse Loren	Board		Yes	
		Wade Cowan	Alternate			
		Kurt Balasek	Alternate		Yes	
4	City of Woodland	Xóchitl Rodriguez	Board	Absent		
		Angel Barajas	Alternate			
5	Dunnigan Water District	Eli Voelz	Board			
		Bill Vanderwaal	Alternate		Yes	
6	Esparto CSD	Charles Schaupp	Board		Yes	
		Steve Knightley	Alternate			
7	Madison CSD	Leo Refsland	Board		Yes	
8	RD 108	Hilary Reinhard	Board			
		Bill Vanderwaal	Alternate		Yes	
9	RD 150	Warren Bogle	Board	Absent		
10	RD 307	James Johas	Board	Absent		
		Karen Chesnut	Alternate			
11	RD 537	Tom Ramos	Board		Yes	#6, 3:45
12	RD 730	Jim Heidrick	Board		Yes	
13	RD 765	David Dickson, Jr.	Board		Yes	#6, 3:45
		Doug Dickson, Sr.	Alternate			
14	RD 787	Roger Cornwell	Board		Yes	
		Dominic Bruno	Alternate			
15	RD 999	Tom Slater	Board		Yes	
16	RD 1600	Michele Clark	Board		Yes	
17	RD 2035	KryiakosTsakopoulos	Board			
		Mike Hall	Alternate		Yes	
18	Yocha Dehe	Emily Drewek	Board		Yes	
		Marc Fawns	Alternate			
19	Yolo County	Gary Sandy	Board		Yes	
		Jim Provenza	Alternate			
20	YCFC&WCD	Tom Barth	Board		Yes	
		Tim O'Halloran	Alternate			
21	UC Davis	Camille Kirk	Board		Yes	
22	CalAmWater- Dunnigan	Evan Jacobs	Board		Yes	
		Audie Foster	Alternate			
23	Colusa Drain MWC	Lynnel Pollock	Board		Yes	
		Jim Wallace	Alternate			
24	Yolo County Farm Bureau	Stan Lester	Board			
		Denise Sagara	Alternate		Yes	
25	Environmental Rep.	Ann Brice	Board		Yes	

	Agency	Name	Board/ Alternate	ABSENT	Telecall Attendance	Time arrived (Item #)
	<u>OTHER YSGA Staff:</u>					
	Executive Officer	Kristin Sicke			Yes	
	Board Secretary	Donna Gentile			Yes	
	Legal Counsel, Downey Brand	Kevin O’Brien			Yes	
	<u>PUBLIC:</u>					
	Yolo County RCD	Jeanette Wrsyinski			Yes	
	City of West Sacramento	Pauline Benner			Yes	
	City of Woodland	Matt Cohen			Yes	
	City of Woodland	Craig Locke			Yes	
	City of Davis	Richard Tsai			Yes	
	Yolo County	Elisa Sabatini			Yes	
	NCWA	Adam Robin			Yes	
	DWR	Barrett Kaasa			Yes	
	Colusa County	Mary Fahey			Yes	
		Leta Spencer			Yes	
		Dave Pratt			Yes	
		Ben King			Yes	
		Stacie Ann Silva			Yes	
	LedgerPro	Cameron Dewberry			Yes	
		Kirsten Grabreck			Yes	
		Lia Shrewsbury			Yes	
		Vivian			Yes	
		Lee			Yes	

Yolo Subbasin Groundwater Agency
Balance Sheet
As of November 30, 2020

	<u>Nov 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - 1st Northern-Checking	4,354.22
1010 - 1st Northern-Savings	119,158.62
1020 - Yolo County Treasury	813,847.73
Total Checking/Savings	<u>937,360.57</u>
Accounts Receivable	
1100 - Accounts Receivable	47,804.25
Total Accounts Receivable	<u>47,804.25</u>
Other Current Assets	
1150 - Prepaid Insurance	492.25
1200 - Undeposited Funds	80,700.00
Total Other Current Assets	<u>81,192.25</u>
Total Current Assets	<u>1,066,357.07</u>
TOTAL ASSETS	<u><u>1,066,357.07</u></u>
LIABILITIES & EQUITY	
Equity	
3000 - Unassigned Fund Balance	-24,000.00
3300 - Assigned Fund Balance	24,000.00
3200 - Retained Earnings	743,404.42
Net Income	322,952.65
Total Equity	<u>1,066,357.07</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,066,357.07</u></u>

Yolo Subbasin Groundwater Agency
Budget vs Actual
 July through November 2020

	<u>Jul - Nov 20</u>	<u>Budget</u>	<u>% of Budget</u>
Income			
4000 · Member Contributions-Municipal	160,000.00	160,000.00	100.0%
4100 · Member Contributions-Rural	237,841.50	257,842.00	92.24%
4200 · Member Contributions-Affiliates	65,000.00	65,000.00	100.0%
4400 · Interest Income	3,041.51	5,000.00	60.83%
Total Income	<u>465,883.01</u>	<u>487,842.00</u>	<u>95.5%</u>
Expense			
5100 · Bank & Other Fees	277.75	500.00	55.55%
5300 · Insurance-General & Auto	1,837.73	2,000.00	91.89%
5500 · Membership Dues	0.00	3,000.00	0.0%
7000 · Admin. Services/Expenses (WRA)			
7010 · Westside IRWMP Cost Share (WRA)	21,500.00	21,500.00	100.0%
7000 · Admin. Services/Expenses (WRA) - Other	23,517.25	100,000.00	23.52%
Total 7000 · Admin. Services/Expenses (WRA)	<u>45,017.25</u>	<u>121,500.00</u>	<u>37.05%</u>
7100 · Project Mgmt-SGMA Implementatio	44,621.13	110,000.00	40.57%
7200 · Consultant Services	0.00	20,000.00	0.0%
7300 · Legal Services	2,062.50	20,000.00	10.31%
7350 · Audit Services - Financial	7,050.00	7,050.00	100.0%
7500 · GW Monitoring-Real-time Sensors	0.00	80,000.00	0.0%
7600 · YC Groundwater Monitor Program	42,064.00	42,064.00	100.0%
Total Expense	<u>142,930.36</u>	<u>406,114.00</u>	<u>35.2%</u>
Net Income	<u><u>322,952.65</u></u>	<u><u>81,728.00</u></u>	

Yolo Subbasin Groundwater Agency
Profit & Loss by Quarter
 July through November 2020

	<u>Jul - Sep 20</u>	<u>Oct - Nov 20</u>	<u>TOTAL</u>
Income			
4000 · Member Contributions-Municipal	160,000.00	0.00	160,000.00
4100 · Member Contributions-Rural	237,841.50	0.00	237,841.50
4200 · Member Contributions-Affiliates	65,000.00	0.00	65,000.00
4400 · Interest Income	1.10	3,040.41	3,041.51
Total Income	<u>462,842.60</u>	<u>3,040.41</u>	<u>465,883.01</u>
Expense			
5100 · Bank & Other Fees	0.00	277.75	277.75
5300 · Insurance-General & Auto	360.98	1,476.75	1,837.73
7000 · Admin. Services/Expenses (WRA)			
7010 · Westside IRWMP Cost Share (WRA)	0.00	21,500.00	21,500.00
7000 · Admin. Services/Expenses (WRA) - Other	23,517.25	0.00	23,517.25
Total 7000 · Admin. Services/Expenses (WRA)	<u>23,517.25</u>	<u>21,500.00</u>	<u>45,017.25</u>
7100 · Project Mgmt-SGMA Implementatio	0.00	44,621.13	44,621.13
7300 · Legal Services	0.00	2,062.50	2,062.50
7350 · Audit Services - Financial	7,050.00	0.00	7,050.00
7600 · YC Groundwater Monitor Program	0.00	42,064.00	42,064.00
Total Expense	<u>30,928.23</u>	<u>112,002.13</u>	<u>142,930.36</u>
Net Income	<u><u>431,914.37</u></u>	<u><u>-108,961.72</u></u>	<u><u>322,952.65</u></u>

**Yolo Subbasin Groundwater Agency
Transaction List by Date
October through November 2020**

Type	Date	Num	Name	Memo	Account	Clr	Split	Amount
Bill Pmt -Check	10/01/2020	151	Richardson & Company LLP		1000 · 1st Northern-Checking	√	2000 · Accounts Payable	-7,050.00
Bill Pmt -Check	10/01/2020	152	Water Resources Association of Yolo Cty		1000 · 1st Northern-Checking	√	2000 · Accounts Payable	-23,517.25
Bill	10/01/2020	2020-1001	Yolo County Flood Control & WCD		2000 · Accounts Payable		7100 · Project Mgmt-SGMA Implementatio	-44,621.13
Check	10/01/2020			Service Charge	1020 · Yolo County Treasury	√	5100 · Bank & Other Fees	-252.75
Deposit	10/01/2020			Interest	1020 · Yolo County Treasury	√	4400 · Interest Income	3,040.41
Bill	10/02/2020		ACWA/JPIA		2000 · Accounts Payable		-SPLIT-	-1,969.00
Payment	10/05/2020	300804	City of Woodland		1200 · Undeposited Funds		1100 · Accounts Receivable	40,000.00
Payment	10/14/2020	1002	Reclamation District 765		1200 · Undeposited Funds		1100 · Accounts Receivable	700.00
Bill	10/16/2020	553679	Downey Brand		2000 · Accounts Payable		7300 · Legal Services	-2,062.50
Bill	10/19/2020	2020-13	Water Resources Association of Yolo Cty		2000 · Accounts Payable		7010 · Westside IRWMP Cost Share (WRA)	-21,500.00
Payment	10/19/2020	294094	City of West Sacramento		1200 · Undeposited Funds		1100 · Accounts Receivable	40,000.00
Bill	10/21/2020	2020-1021	Yolo County Flood Control & WCD		2000 · Accounts Payable		7600 · YC Groundwater Monitor Program	-42,064.00
Bill Pmt -Check	11/05/2020	153	ACWA/JPIA		1000 · 1st Northern-Checking	√	2000 · Accounts Payable	-1,969.00
Bill Pmt -Check	11/05/2020	154	Downey Brand		1000 · 1st Northern-Checking	√	2000 · Accounts Payable	-2,062.50
Check	11/06/2020			Service Charge	1000 · 1st Northern-Checking	√	5100 · Bank & Other Fees	-25.00
Transfer	11/13/2020			Funds Transfer	1020 · Yolo County Treasury		1000 · 1st Northern-Checking	-200,000.00
Bill Pmt -Check	11/20/2020	155	Yolo County Flood Control & WCD		1000 · 1st Northern-Checking	√	2000 · Accounts Payable	-86,685.13
Bill Pmt -Check	11/20/2020	157	Water Resources Association of Yolo Cty		1000 · 1st Northern-Checking	√	2000 · Accounts Payable	-21,500.00
Transfer	11/20/2020			Funds Transfer	1000 · 1st Northern-Checking	√	1010 · 1st Northern-Savings	-100,000.00

**MINUTES of Executive Committee (EC) Meeting
Yolo Subbasin Groundwater Agency (YSGA)
October 29, 2020, 12:30 -1:00 pm
Teleconferenced GoToMeeting**

Present: Roger Cornwell, Jesse Loren, Kurt Balasek, Kristin Sicke, Donna Gentile, Elisa Sabatini

Absent: Tim O'Halloran, Lynnel Pollock

- 1. Call to Order:** Meeting was called to order by Roger Cornwell, Chair at 12:30 pm.
- 2. Approve Agenda and Adding Items to the Posted Agenda:** Kurt Balasek motioned to approve the agenda. Roger Cornwell seconded the motion that was unanimously approved.
- 3. Public Comment:** No comments.
- 4. Administrative Items (Gentile):** Kurt motioned to approve all Consent Items. Roger seconded the motion that was unanimously approved. Kurt was concerned that he couldn't approve the minutes of the last meeting because he was not in attendance. Kristin reported that she has been legally advised that it is acceptable to approve the minutes even though a member was not in attendance.
 - a) September 14, 2020 meeting minutes were approved.
 - b) Reviewed financials: FY2020-21: July 1 – October 23, 2020: The EC reviewed the financials. Donna has left messages for the last agency whose FY2020-21 dues is still pending payment, but has not received a response yet. She reviewed the balance sheet and the need to transfer money from the Yolo County Treasury to pay outstanding invoices.

Kristin summarized the status of grants funds expended and remaining to-date with the various consultant contracts with YCFC&WCD for the YSGA's Groundwater Sustainability Plan (GSP). Once the YCFC&WCD is invoiced by the consultants, they include these expenses in their Project Management invoicing to the YSGA. The YCFC&WCD has submitted for reimbursement approximately \$750,000 of the total \$1 million DWR grant. When this funding source is fully expended, then the YCFC&WCD will start to invoice the YSGA for the GEI, SEI and other project consultants' contract billings. During the recent LAFCo Service Review for the YSGA, they recommended for transparency purposes that all financial transactions related to the YSGA be recorded on the YSGA books even though these expenses/revenue are going through the YCFC&WCD. The YCFC&WCD is the agency under contract with the California Department of Water Resources (DWR) on behalf of the YSGA. Kristin informed that we will start LAFCo's recommendation moving forward. She will give a more detail accounting of the status of the grant contact at the next EC meeting.

- c) Pending Yolo County Treasury funds withdrawal to First Northern Bank: A minimum of \$200,000 is recommended by Donna to cover current expenses and invoices received.
 - d) Payments to approve: Additional invoice received from YCFC&WCD for FY2020-21 Groundwater Monitoring Program contribution \$42,064.
- 5. Discuss the Funding Mechanism Ad-hoc Committee (Sicke):** Kristin received a lot of interest to participate on the Ad-Hoc Committee. She is making a diligent effort that agriculture and urban interests are equally represented. Xochitl, City of Woodland, is interested, however, although her city council term ends in December we are hopeful whoever replaces her will also be interested in participating. Kristin sent out a Doodle poll to schedule the first meeting soon. For the kick-off meeting, it is planned to have Tim O'Halloran lead a discussion on how we got here, his vision, future alternative funding mechanisms and a 1, 5 and 10 year projected plan for the YSGA.

**MINUTES of Executive Committee (EC) Meeting
Yolo Subbasin Groundwater Agency (YSGA)
October 29, 2020, 12:30 -1:00 pm
Teleconferenced GoToMeeting**

6. YSGA Board Meeting: November 16, 2020, 3:30 to 5:00 pm

The EC discussed the November agenda. The meeting will start at 3:30 pm to accommodate WRA's DWR presentation. YSGA Board members will be invited to join early if interested in this topic.

- Executive Officer Report
- Consent Items: Board and Committee minutes & Financial Reports, plus approved LAFCo Service Review for YSGA
- Legislative and Regulatory Update, NCWA
- Presentation: possible groundwater recharge project by Rosemary Knight at this meeting or future meeting.
- GSP Development Update

7. Other Updates & Future Executive Committee Agenda Items: Donna has updated the YSGA website to include a Public Outreach section, additional management area calendar meetings and other miscellaneous transparency improvements. Kristin reported that the YCFC&WCD has hired two new water resource technicians that will be predominately be assisting with YSGA groundwater monitoring program related activities and some of the administrative tasks during Donna's transition period. Jesse reported that Winters will have a new city manager starting on November 9th, Kathleen Salguerro Tropa. The Winters Putah Creek Committee will be redefined to encompass natural resources.

8. Next Executive Committee Meeting Date: December 16, 2020. 12:30 p.m. via GoToMeeting.

9. Adjourned at 1:00 pm.

Respectfully submitted,



Donna L. Gentile
Board Secretary & Administrative Coordinator

Yolo Subbasin Groundwater Agency
July 1, 2019 to June 30, 2021
Annual Budget for Fiscal Years 2019-20 and 2020-21
Proposed FY2020-21 Amendment #3 for Board adoption on 1/11/21

	FY 2020-2021 Adopted Amend #2 6/15/20	FY 2020-2021 Proposed Amend #3 1/11/21
Revenue	FY2020-2021	FY2020-2021
City of Davis	40,000	40,000
City of West Sacramento	40,000	40,000
City of Woodland	40,000	40,000
City of Winters	20,000	20,000
Yocha Dehe Wintun Nation	10,000	10,000
Esparto Community Services District	5,000	5,000
Madison Community Services District	5,000	5,000
Subtotal Municipal Agencies Revenue	\$160,000	\$160,000
Yolo County Flood Control & WCD (200,000 acres)	100,000	100,000
Yolo County (White Areas) (160,000 acres)	40,000	40,000
Direct Contributions (White Areas) (40,000 acres)	20,000	20,000
Other Contributions from Rural Agencies ¹	40,000	40,000
Dunnigan Water District (10,700 acres)	5,350	5,350
Reclamation District 108 (23,200 acres)	11,600	11,600
Reclamation District 150 (4,293 acres)	2,147	2,147
Reclamation District 307 (5,941 acres)	2,971	2,971
Reclamation District 537 (6,077 acres) ⁵	3,039	3,039
Reclamation District 730 (4,498 acres)	2,249	2,249
Reclamation District 765 (1,400 acres)	700	700
Reclamation District 785 (3,200 acres) ⁵	0	0
Reclamation District 787 (9,400 acres)	4,700	4,700
Reclamation District 827 (1,225 acres) ⁵	0	0
Reclamation District 999 (25,250 acres)	12,625	12,625
Reclamation District 1600 (6,924 acres)	3,462	3,462
Reclamation District 2035 (18,000 acres)	9,000	9,000
Subtotal Rural Agencies Revenue	\$257,842	\$257,842
University of California, Davis	40,000	40,000
Colusa Drain Mutual Water Company	10,000	10,000
California American Water Company - Dunnigan	5,000	5,000
Yolo County Farm Bureau (private pumpers)	10,000	10,000
Environmental Party Representative (Ann Brice)	0	0
Subtotal Affiliated Parties Revenue	\$65,000	\$65,000
Interest Income	5,000	5,000
Subtotal Other Revenue	\$5,000	\$5,000
Retained earnings (QuickBooks)		\$743,404
TOTAL REVENUE	\$487,842	\$1,231,246

Yolo Subbasin Groundwater Agency
July 1, 2019 to June 30, 2021
Annual Budget for Fiscal Years 2019-20 and 2020-21
Proposed FY2020-21 Amendment #3 for Board adoption on 1/11/21

38	EXPENDITURES	FY2020-2021	FY2020-2021
39	Bank & Other Fees	500	500
40	Insurance - General & Auto	2,000	2,000
41	Membership Dues	3,000	3,000
42	Administrative Services/Expenses (WRA) ³	121,500	85,000
43	Project Management, SGMA Implementation (YCFCWCD) ⁶	110,000	210,000
44	Consultant Services	20,000	20,000
45	GSP-Related Consultant costs ⁷	0	150,000
46	Legal Services	20,000	20,000
47	Audit Service - Financial ⁴	7,050	7,050
48	Real-time Groundwater Monitoring Sensors (x6) ⁸	80,000	0
49	Yolo County Groundwater Monitoring Program (administrator-YCFCWCD) ²	42,064	42,064
50	TOTAL EXPENDITURES	\$406,114	\$539,614
51			
52	Net Income (Estimated)	\$81,728	\$691,632

53 1 - RD 108, RD 787, RD 2035, and YCFC&WCD (\$10,000 each)

54 2 - The historical cost of the Program was \$89,000 with the YCFC&WCD providing \$46,936/year in cost share. For the first two years of the YSGA, the YCFC&WCD continued to provide \$46,936/year in cost share towards the Program. Program was historically funded by WRA Member Agencies from July 2009 to June 2017.

55 3 - WRA Budget changes for FY20-21: Deducted \$6,000 for 2-year audit expense. Audit completed in FY19-20.

56 4 - Quoted fees per auditor's agreement: FY17-18 \$8,900; FY18-19 \$7,000; FY19-20 \$7,050

57 5 - Consolidation of RD 785 and RD 827 into RD 537's jurisdiction effective July 1, 2020. Proposed total new acreage for RD537 is 6,077 pending verification for final membership dues.

58 6 - YCFC&WCD Project Management, SGMA Implementation amendment #3 changes include consultant reimbursement charges of approximately \$100,000 for July-December 2020 (an additional amendment may be needed before 6/30/21 to amend the administrative expenses from resuming Donna's duties).

59 7 - This line item was added to cover GSP-related consultant costs that will be billed directly to the YSGA.

60 8 - The real-time groundwater monitoring sensors have been paid for by the Proposition 1 GSP Grant from DWR.

Yolo Subbasin Groundwater Agency Board of Directors Meeting Agenda Report

MEETING DATE: January 11, 2021

AGENDA ITEM NO. 7

SUBJECT: Consideration: Approve and Authorize Chair to Execute Services Agreements with GEI and SEI Consultants

INITIATED OR BOARD

INFORMATION

REQUESTED BY: STAFF

ACTION: MOTION

OTHER _____

RESOLUTION

ATTACHMENT YES NO

BACKGROUND

As discussed in agenda item number 6, there is a need to fund GSP-related activities outside of the GSP grant and directly from YSGA funds. To increase transparency and ensure YSGA expenses are properly booked where expended, it is requested that the YSGA enter into a contract with GEI and SEI directly to complete GSP-related tasks. The total budget amendment requested for GSP-related consultant services for January through June 30, 2021 amounts to approximately \$150,000.

A draft Services Agreement template for consideration has been attached for the Board's review.

The Executive Officer will provide a presentation on the details of the agreement that the YSGA would need to enter into with GEI and SEI.

RECOMMENDATION

Recommend approval and authorization of YSGA Chair to execute the following Services Agreements:

- a. Services Agreement with GEI Consultants for contract amount not to exceed \$120,000.
- b. Services Agreement with SEI Consultants for contract amount not to exceed \$30,000.

Yolo Subbasin Groundwater Agency

Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Yolo Subbasin Groundwater Agency, a public entity organized and existing under the Joint Exercise of Powers Act, Cal. Government Code § 6500 *et seq.*, a local government agency (“Agency”), and

_____, a _____ [*Insert type and jurisdiction of entity*] (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, materials and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on [*check one*]:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$ _____ [*delete this sentence if not applicable*]. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor shall complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency by written agreement for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor shall perform the Work

diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Agency based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Performance of Work by Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and shall meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the Agency is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify Agency and shall, subject to Agency's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions shall be in writing and shall contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request shall also contain a complete resume for the proposed substitute and other information requested or needed by Agency to evaluate the proposed substitution. Agency shall evaluate Contractor's request and Agency shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b)

no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Agency ("Work Product") shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the Agency will not provide any confidential information to the Contractor.]

8.1 To the maximum extent allowed by applicable law, Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it

to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any Agency facility, plant, building, structure, utility system or other property (“Agency Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Agency Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Agency machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. *[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]* Contractor may perform some of the Work pursuant to funding provided to the Agency by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on Agency and its sub-recipients (the "Funding Conditions"). For any such Work, if Agency informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to Agency's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, board member, employees and agents ("Indemnitees") from and against any and all claims, liability, losses, damages and expenses (including all attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors in performing work or services pursuant to this Agreement. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: [*The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.*]

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b)

endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Contractor's relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where Agency's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Yolo County Flood Control & Water Conservation Agency

Attn: _____

Yolo County Flood Control & Water Conservation Agency, 34274 California 16, Woodland, CA 95695

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

Yolo County Flood Control & Water Conservation Agency:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
[Name/Title]

Yolo Subbasin Groundwater Agency Board of Directors

Meeting Agenda Report

MEETING DATE: January 11, 2021

AGENDA ITEM NO. 10

SUBJECT: Update on Groundwater Sustainability Plan Development

INITIATED OR BOARD

INFORMATION

REQUESTED BY: STAFF

ACTION: MOTION

OTHER _____

RESOLUTION

ATTACHMENT YES NO

BACKGROUND

a. Water Budget

SEI provided an administrative draft of the Water Budgets chapter for the GSP Technical Team and TAC to review. The next draft of this chapter will be incorporated into Chapter 2 – the Basin Setting and also posted independently to the [YSGA’s website](#) for the Board of Directors, Working Group, and public to review.

b. Hydrogeologic Conceptual Model

The GSP Technical Team has reviewed the first draft of the Basin Setting chapter and is currently working with TAC members to incorporate the surface water and groundwater interaction information to the chapter. The Board of Directors, Working Group, and TAC members will receive an email once the draft chapter is posted to the [YSGA’s website](#).

c. Stakeholder Communication and Engagement

A first draft of the Stakeholder Communication and Engagement Plan (C&E Plan) has been completed. YCFC&WCD staff are responsible for coordination of the implementation of the C&E Plan, including maintaining an interested parties list, communicating with stakeholders regarding opportunities to comment, and collecting comments on the draft GSP. The Executive Officer is currently scheduling upcoming TAC, Working Group, and public workshop meetings.

d. Groundwater Monitoring and Reporting

The GSP Technical Team is currently working on documenting the representative well selection process. Ultimately, a corresponding sustainability indicator, minimum threshold, measurable objective, and interim milestone will be assigned to representative wells. The draft selection of representative wells along with respective hydrographs has been reviewed at Management Area workshops. The GSP Technical Team is continuing to refine the selection of the representative monitoring wells.

Additionally, Jim Frame has continued surveying non-YCFCWCD monitoring wells as part of the long-term groundwater monitoring goals.

e. Surface Water and Groundwater Modeling

The groundwater model continues to be refined by SEI and the administrative draft of the Model Documentation chapter has been provided to the GSP Technical Team and the TAC members for review. The next draft of this chapter will be posted to the [YSGA's website](#) for the Board of Directors, Working Group, and public to review.

f. Sustainable Management Criteria

The Sustainable Management Criteria term collectively refers to the Sustainability Goal, Undesirable Results, Minimum Thresholds, and Measurable Objectives and is an assessment of sustainability indicators, significant and unreasonable conditions, management areas, and representative monitoring sites. Development of the Sustainable Management Criteria relies upon the hydrogeologic conceptual model, groundwater conditions, and water budget.

The GSP Technical Team has started evaluating the remaining sustainability indicators: groundwater-surface water interaction, land subsidence, and seawater intrusion. As part of that assessment, the GSP Technical Team is continuing to consider the appropriate representative wells related to those sustainability indicators.

A draft of the Introduction to the Yolo Subbasin GSP (Chapter 1) has been posted to the YSGA's website and can be found at the following location for review: <https://www.yologroundwater.org/yolo-groundwater-sustainability-plan>. We are requesting comments on the draft Introduction Chapter through February 7, 2021.

The Yolo Subbasin GSP is estimated to be completed by August 31, 2021.

RECOMMENDATION

This agenda item is for informational purposes only. No Board action is required.