



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
340 Lake Mendocino Dr. • Ukiah • California 95482 • (707)463-4363 • fax (707)463-5474

NOTICE OF BOARD MEETING

NOTICE IS HEREBY GIVEN that the Ukiah Valley Basin Groundwater Sustainability Agency ("Agency") Board of Directors ("Board") will hold its December 2022 Board meeting at:

1:30 PM – 3:00 PM on Thursday December 15th, 2022

Zoom Meeting Information

<https://us02web.zoom.us/j/81297050348?pwd=UHDna0tGOSsybXVpajdsTHlwTjBwQT09>

Meeting ID: 812 9705 0348

Passcode: 323267

Topic: Ukiah Valley Basin Groundwater Sustainability Agency December 2022 Board Meeting

UVBGSA December 2022 Board Meeting will be conducted virtually and not available for in person public participation pursuant to the provisions of Government Code section 54953 and the recommendation of the Mendocino County Health Officer.

The public may participate digitally in meetings by sending comments to uvbgsa@mendocinocounty.org or by clicking the link above to join the Zoom meeting, in lieu of personal attendance.

All email comment must be received by 8:00 A.M. the morning of the meeting in order to be published online prior to the meeting.

Action Items that may require a Board vote are indicated with an * on the Agenda.



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Agenda

1. Call to Order and Roll Call

2. *Consent Items

- a. *Board will discuss and consider adoption of resolution of the Ukiah Valley Basin Groundwater Sustainability Agency finding that state or Local officials continue to recommend measures to promote social distancing in connection with public meetings*

Recommended Action: Board adopt resolution 22-04.

- b. *Approval of Minutes from September 1st, 2022 Special Board Meeting*

Recommended Action: Board approve of Minutes from September 1st, 2022 Special Board Meeting.

- c. *Approval of Minutes from September 8th, 2022 Board Meeting*

Recommended Action: Board approve of Minutes from September 8th, 2022 Board Meeting.

3. Public Comment on Items Not on the Agenda

This time is reserved for the public to address the Board about matters not on the agenda and within the jurisdiction of the Board. Persons wishing to speak on the specific agenda items should do so at the time specified for those items.



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4. Discussion and Possible Action Items

a. FY22/23 Budget Status and Other Updates

Board will receive a status update from GSA Staff on the FY 22/23 budget and forms that are expected to be completed and provided to the GSA from Board members who continue or newly join the Board for the next two-year term.

b. *Governor's COVID-19 State of Emergency

Board will receive a status update from GSA Staff on the pending repeal of the Governor's COVID-19 State of Emergency and what that means for future Board meetings. GSA Staff will provide outline of plan for the Boards consideration to discuss and provide input.

Recommended Action: Board direct GSA Staff to finalize the plan to conduct future meetings once the Governor's COVID-19 State of Emergency is repealed and upon completion of the plan, share the plan with the Board.

c. *Amendment to Larry Walker Associates GSA On-Call Services Contract

Board will receive and consider the proposed amendment and associated letter proposal by Larry Walker Associates for the existing GSA On-Call Services contract that incorporates additional funds to support (1) attendance at Technical Advisory Committee and Board meetings, (2) preparation of the Water Year 2022 Annual Report, and (3) presenting results from Water Year 2022 Annual Report. Board will discuss and provide feedback on Amendment to Larry Walker Associates GSA On-Call Services Contract.

Recommended Action: Board approve the proposed contract amendment to Larry Walker Associates GSA On-Call Services Contract.

d. *Amendment to Mendocino County Resource Conservation District Groundwater Monitoring Services Contract

Board will receive and consider the proposed amendment and associated letter proposal by Mendocino County Resource Conservation District existing GSA Groundwater Monitoring Services contract that incorporates additional scope and funds to conduct groundwater water quality sampling of GSA wells within the monitoring network. Board will discuss and provide feedback on Amendment of the Mendocino County Resource Conservation District Groundwater Monitoring Services Contract.

Recommended Action: Board approve the proposed contract amendment to Mendocino County Resource Conservation District Groundwater Monitoring Services Contract.



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e. Grant Funding Opportunities and Project Management Actions

Board will receive update on DWR Round 2 Grant Application status and overview of proposed projects and next steps for consideration with regard to management of the DWR Round 2 Grant and pursuit of other grant opportunities.

Recommended Action: Board direct GSA staff to research and track all applicable funding opportunities that may augment GSA funds and report out on funding opportunities at the next Board meeting. Board direct the GSA Grant Ad-Hoc Committee to work with GSA Staff to identify which DWR Round 2 Grant Application project components should be competitive and guide the development of Requests For Proposals (RFP) for those project components.

f. Rate and Fee Study RFP Review

Board will receive a presentation on the proposed Rate and Fee Study RFP. Board will discuss and provide feedback on the Rate and Fee Study RFP.

Recommended Action: Board direct GSA staff to release Rate and Fee Study RFP at the beginning of the new year and facilitate proposal review, interviews, selection, award, and final contract negotiations.

g. DWR Facilitation Support Services (FSS)

Board will receive update on future planned workshops for FY 22/23. Board will discuss and provide feedback on future planned workshop schedule and topics.

h. Compliance Process with Executive Order N-7-22

Board will receive update from GSA Staff on status of coordination effort with County and Legal Counsel to prepare the proposed final process to comply with Executive Order N-7-22. Board will discuss update and provide guidance to GSA Staff and Legal Counsel.

5. Adjournment

The Ukiah Valley Basin Groundwater Sustainability Agency complies with Americans with Disabilities Act (ADA) requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Mendocino County Executive Office by calling (707) 463-4441 at least five days prior to the meeting.

Please reference the Mendocino County website to obtain additional information for the Ukiah Valley Basin Groundwater Sustainability Agency: <http://www.mendocinocounty.org/uvbgsa>.



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GSA Administration Staff Report

Item No.	2a
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Discussion and Possible Action Including Adoption of Resolution of the Ukiah Valley Basin Groundwater Sustainability Agency Finding that State or Local Officials Continue to Recommend Measures to Promote Social Distancing in Connection with Public Meetings
Consent Agenda ☒ Regular Agenda ☐ Notice of Public Hearing ☐	

Recommended Action

Board adopt resolution 22-04.

Background

Beginning in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”), the state’s local agency public meetings law.

Assembly Bill 361 provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor’s Executive Orders. AB 361’s provisions can only be used in the event that a gubernatorial state of emergency 1) has been issued AND 2) remains active. It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (CA GOVT § 8625).

This means that, during a state of emergency, under specified circumstances, AB 361 provides local agencies the flexibility to meet remotely during a proclaimed emergency pursuant to modified Brown Act requirements.

Pursuant to Assembly Bill 361, the Ukiah Valley Basin Groundwater Sustainability Agency is required to reconsider the circumstances of the emergency and make a finding of whether state or local officials continue to recommend social distancing measures. This finding must be renewed every thirty (30) days if any member(s) of the Board will be participating from a location not open to the public. Mendocino County Health Officer Dr. Andrew Coren made such a recommendation on September 29, 2021, which continues to be in place as of the time of agenda publication.



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GSA Staff has prepared the attached draft resolution, containing the required findings, for the Board's consideration and approval.

Fiscal Impact

None.

**RESOLUTION OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
FINDING THAT STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES
TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS**

WHEREAS, all meetings of the Ukiah Valley Basin Groundwater Sustainability Agency are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and view the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists due to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), pursuant to the California Emergency Services Act (Government Code section 8625) and that State of Emergency is still in effect in the State of California; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(c)(5)(D) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and

WHEREAS, the Mendocino County Public Health Officer continues to recommend teleconferencing during public meetings of all legislative bodies to protect the community's health against the spread of COVID-19, based in part on the continued increased safety protection that physical/social distancing provides as one means by which to reduce the risk of COVID-19 transmission; and

WHEREAS, the Ukiah Valley Basin Groundwater Sustainability Agency finds that state or local officials have imposed or recommended measures to promote social distancing based on the Mendocino County Public Health Officer recommendation and the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(c)(5)(D); and

WHEREAS, as a consequence, the Ukiah Valley Basin Groundwater Sustainability Agency does hereby find that current conditions meet the circumstances set for in Government Code section 54953(e)(3) to allow this legislative body to conduct its meetings by teleconferencing without compliance with Government Code section 54953 (b)(3), pursuant to Section 54953(e), and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed by Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

RESOLUTION NO. 22-04

NOW, THEREFORE, BE IT RESOLVED by the Ukiah Valley Basin Groundwater Sustainability Agency, as follows:

SECTION 1. RECITALS.

All of the above recitals are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. STATE OR LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING IN CONNECTION WITH PUBLIC MEETINGS.

The Ukiah Valley Basin Groundwater Sustainability Agency finds that State or local officials continue to recommend measures to promote social distancing pursuant to Government Code section 54953(e)(3) to allow legislative bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

SECTION 3. REMOTE TELECONFERENCE MEETINGS.

The Ukiah Valley Basin Groundwater Sustainability Agency is hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution introduced by _____, seconded by _____, and carried this ____ of _____ 2022, by the Ukiah Valley Basin Groundwater Sustainability Agency, by the following vote:

AYES:

NO:

ABSENT:

ABSTAIN:

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

Glenn McGourty, Chair
Ukiah Valley Basin Groundwater Sustainability Agency

Alfred White, Secretary
Ukiah Valley Basin Groundwater Sustainability Agency



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GSA Administration Staff Report

Item No.	2b
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Approval of Minutes from September 1st, 2022 Board Meeting
Consent Agenda ☒ Regular Agenda ☐ Notice of Public Hearing ☐	

Recommended Action

Approval of Minutes from September 1st, 2022 Board Meeting

Background

The Board convened on September 1st, 2022 for a Board Meeting.

Fiscal Impact

None.



September 1, 2022 Board Meeting Summary

1. Call to Order and Roll Call

Chair McGourty called the meeting to order at 1:01 p.m.

In attendance were:

<u>TAC Members, Agency Staff, Member Representatives</u>	<u>Other</u>
Adam Gaska (TAC) - Agricultural Representative	Kathleen Leuschen - Public
Alfred White (Director) - Russian River Flood Control	Kaitlin Harr - Public
Amber Fisette - Mendocino County	Dominic Gutierrez - DWR
Amir Mani - Larry Walker Associates	
Debrah Edelman - MCRCD	
Devon Boer - Mendocino County Farm Bureau	
Douglas Crane (BOARD VICE CHAIR) - City of Ukiah	
Elizabeth Salomone (TAC CHAIR) - Russian River Flood Control	
Erik Cadaret - UVBGS General Manager	
Glenn McGourty (BOARD CHAIR) - Mendocino County	
Holly Roberson - Kronick Moskovitz Tiedemann & Girard	
Michael Harrigan (TAC) - Mendocino County	
Sabrina Marson - UVBGS Staff	
Zac Robinson - Agricultural Stakeholder Director	

2. Consent Items -

- a. *Board discussed adoption of resolution of the Ukiah Valley Basin Groundwater Sustainability Agency finding that state or Local officials continue to recommend measures to promote social distancing in connection with public meetings*

Recommended Action: Board adopt resolution.

Director Crane moved to approve consent items; Director White seconded. Motion passed 4-0-0.

Vote Roll Call:

Director Crane – aye, Director White – aye, Alternate Gaska – aye, Director McGourty – aye

3. Public Comment on Items Not on the Agenda – No comments

4. Discussion and Possible Action Items

- a. Legal Counsel Ad-hoc Committee Review and Recommendation

1 *Legal Counsel Ad-hoc Committee reported out on proposal review process, top two firms*
2 *selected for interview, and provide their recommendation to the Board for consideration*
3 *to select Kronick for the GSA's Legal Counsel.*

4 *Recommended Action: Board approve to recommend the ad-hoc recommendation to*
5 *select Kronick for Legal Counsel Services.*

6 Background

7
8 In June, at the request of the Board, a RFP was released. Seven application were received,
9 reviewed, scored, and interviewed by the Legal Counsel Ad-hoc Committee (Directors Robinson
10 and Crane, Elizabeth Salomone (TAC Chair), Javier Silvia (TAC member), and Erik Cadaret (UVBGSA
11 General Manager). Ad-hoc recommendation is to select Kronick for Legal Counsel Services.

12
13 Discussion

14 Director Crane provided an overview of the selection process and Kronick was the clear choice.
15 Director Robinson added that the approach Kronick had in terms of making sure legal exposure
16 was minimal, or how they would proceed if there were suits, was key in his decision to support
17 them as Counsel.

18
19 TAC Chair Salomone stated that Kronick's familiarity with the local rural region was impressive,
20 along with the tone of proactively steering the GSA to prepare for issues, along with their ability
21 to respond quickly, their involvement and experience with disadvantaged communities and
22 tribes, stood out to her.

23
24 Questions and Comments

25 None.

26 Director Crane moved to approve consent items; Director White seconded. Motion passed 4-0-0.

27
28 Vote Roll Call:

29 Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

30 b. Kronick Legal Counsel Services Contract

31 *Board discussed proposed Kronick Legal Counsel Services Contract. Board provided*
32 *feedback on Kronick Legal Counsel Services Contract.*

33 *Recommended Action: Board approve the proposed Kronick Legal Counsel Services*
34 *Contract.*

35 Background

36 Several discussions regarding the contract were had and is reflective of all the anticipated GSA
37 needs/services now and into the future. The contract was broken up into four categories with

1 separate budget line items. Erik provided an overview of these categories. The budget for legal is in
2 line with the GSA's fiscal budget for Fiscal Years 2022-23 and 2023-24.

3 Discussion

4 Director Robinson: Can you clarify the length of the contract? How will Kronick know when to attend
5 Board meetings and engage in other services. Who is legal's point of contact?

6 Cadaret: The agreement is for two years (ending June 30, 2024). Based on the Board, Tac,
7 and members, during his monthly check ins with Kronick, they will decide what is
8 appropriate. The identified meetings/tasks for Kronick would be run by the Board Chair for
9 confirmation. Legal point of contacts are Holly Roberson and Erik Cadaret, but the.

10
11 Questions and Comments

12 Director White: Recommends the General Manager is the point of contact, and if the Board desires
13 to speak with counsel, it's done with the entire Board present.

14 Cadaret: He is planning on sharing the monthly check in notes with Kronick to the Board. If
15 he is unavailable to be the first point of contact with Kronick, then the Board Chair would
16 be the second.

17 Tac Member Boer: Holly, can you spend a few minutes discussing any experience your firm has had
18 to date in dealing with the Governor's Order.

19 Roberson: Deferred to her colleague Kathleen Leuschen. Kathleen said that much is in flux
20 in the legislature. Their team is currently reviewing the GSA's draft process for processing
21 well permit applications and the compliance form as well. Draft comments are being
22 prepared and will be shared when ready.

23
24 Director Crane moved to approve item; Director White seconded. Motion passed 4-0-0.

25 Vote Roll Call:

26 Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye
27

28 c. Final Communication and Engagement Plan Update

29 *Board discussed and provided feedback on Final C&E Plan Update.*

30 *Recommended Action: Board approve the Final Communication and Engagement Plan*
31 *Update, direct GSA staff to work with LWA to update GSP to incorporate C&E Plan*
32 *Update, and GSA staff to share survey with Board and TAC to identify ways Board and*
33 *TAC may be responsive to feedback from C&E Plan Update.*

34 Background

35
36 Tribes would like more time to review the Communication and Engagement Plan Update; they were
37 given an extra month and a half. Progress has been made in making connections with the
38 Mendocino Lake and Sonoma Tribal Environmental Group. They provided feedback on the Update,
39 and it has been incorporated in the Update.
40

1 There was a survey shared at the June meeting that is still available for receiving
2 comments/feedback for those who are interested.

3
4 Discussion

5 TAC Chair Salomone has participated in many meetings with tribal partners. She has also met
6 with Javier Silvia, the TAC Tribal Representative, and there seems to be some interest in helping
7 the tribes with a subgroup focused on Russian River watershed issues, particularly with the
8 GSA's work. She will, along with Deborah Edelman, Michael Harrigan, and Santec will develop a
9 more formal conversation with the Tribal Partners to support them.

10
11 Questions and Comments

12 Tac Member Boer: How do the tribes envision their Tribal Representative interacting with them in
13 bringing the content of these conversation to their constituents/community?

14 TAC Chair Salomone: that is one of the first items of discussion—what is the best
15 mechanism for communication.

16 Director White: The term 'Tribes' is vague to him. There are a lot of groups of people that the
17 term envelopes. He suggests that the GSA remember there are individual groups and to listen to
18 each regarding needs.

19 Director Crane: He suggests there be a mechanism put in place for folks who would like to ask
20 questions or receive materials that cannot access the GSA online.

21 Director White moved to approve item; Director Robinson seconded. Motion passed 4-0-0.

22 Vote Roll Call:

23 Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye
24

25 5. Adjournment - 3:45 p.m.
26

27 The Ukiah Valley Basin Groundwater Sustainability Agency complies with ADA requirements and upon
28 request, will attempt to reasonably accommodate individuals with disabilities by making meeting
29 material available in appropriate alternative formats (pursuant to Government Code Section 54953.2).
30 Anyone requiring reasonable accommodation to participate in the meeting should contact the
31 Mendocino County Executive Office by calling (707) 463-4441 at least five days prior to the meeting.

32 Please reference the Mendocino County website to obtain additional information for the Ukiah Valley
33 Basin Groundwater Sustainability Agency: <http://www.mendocinocounty.org/uvbgsa>.



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GSA Administration Staff Report

Item No.	2c
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Approval of Minutes from September 8th, 2022 Board Meeting
Consent Agenda ☒ Regular Agenda ☐ Notice of Public Hearing ☐	

Recommended Action

Approval of Minutes from September 8th, 2022 Board Meeting

Background

The Board convened on September 8th, 2022 for a Board Meeting.

Fiscal Impact

None.



September 8, 2022 Board Meeting Summary

1. Call to Order and Roll Call

Chair McGourty called the meeting to order at 1:34 p.m.

In attendance were:

TAC Members, Agency Staff, Member Representatives	Other
Adam Gaska (TAC) - Agricultural Representative	Marlayna Bourbonnais Duley – Dept of Environmental Health
Alfred White (Director) - Russian River Flood Control	
Amber Fiset – Mendocino County	
Amir Mani – Larry Walker Associates	
Debrah Edelman – MCRCD	
Devon Boer – Mendocino County Farm Bureau	
Dominic Gutierrez – California DWR	
Douglas Crane (BOARD VICE CHAIR) - City of Ukiah	
Elizabeth Salomone (TAC CHAIR) - Russian River Flood Control	
Erik Cadaret – UVBGS General Manager	
Glenn McGourty (BOARD CHAIR) - Mendocino County	
Holly Roberson - Kronick Moskovitz Tiedemann & Girard	
Laura Foglia - GSA Technical Consultant	
Laurel Marcus (TAC) - California Land Stewardship Institute	
Maureen Mulheren - Mendocino County	
Michael Harrigan (TAC) - Mendocino County	
Sabrina Marson – UVBGS Staff	
Sean White (TAC) - City of Ukiah	
Zac Robinson - Agricultural Stakeholder Director	

2. Consent Items -

- a. *Board will discuss adoption of resolution of the Ukiah Valley Basin Groundwater Sustainability Agency finding that state or Local officials continue to recommend measures to promote social distancing in connection with public meetings*

Recommended Action: Board adopt resolution.

Director White moved to approve consent items; Director Robinson seconded. Motion passed 4-0-0.

Vote Roll Call:

Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

1 *b. Approval of Minutes from June 23rd, 2022 Board Meeting*

2 *Recommended Action: Board approve of Minutes from June 23rd, 2022 Board Meeting.*

3 Director White moved to approve consent items; Director Robinson seconded. Motion passed 4-0-0.

4 Vote Roll Call:

5 Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

6 3. Public Comment on Items Not on the Agenda—No Comments

7 *This time is reserved for the public to address the Board about matters not on the agenda and*
8 *within the jurisdiction of the Board. Persons wishing to speak on the specific agenda items should*
9 *do so at the time specified for those items.*

10 4. Discussion and Possible Action Items

11
12 a. General Manager Report -State of GSA and Future Progress

13 *Board received the General Managers summary on the state of the GSA and possible*
14 *paths forward.*

15 Background

16 *The board packet has a more comprehensive summary, but Erik highlight the following:*

- 17 • Discussed PMAs and grant funding options at the May 2022 workshop and June 2022 Board
- 18 and TAC meetings.
- 19 • Discussed implications of the Executive Order N-7-22 and is currently working on a process
- 20 to comply with the Executive Order and future pending legislation.
- 21 • Discussed prioritizing a rate and fee study and implement it within the next three years such
- 22 that the GSA becomes a self-funded and sustained agency.
- 23 • Acquired its own legal counsel that provides a broad range of legal expertise to advise the
- 24 GSA to effectively achieve sustainability within the basin per the SGMA.
- 25 • Updated the Communication and Engagement Plan
- 26 • GSA staff solicited feedback from Board and TAC to identify GSA priorities. Feedback
- 27 received points to GSA priorities to be aligned filling in data gaps, pursue a rate and fee
- 28 study, pursue grants to augment GSA income and cashflow, and move forward
- 29 starting/implementing PMAs over the next few years that are aligned with these priorities.

30 Discussion

31
32 Questions and Comments

33 Director Crane: The valley floor and the basin being above sea level, among other characteristics that

34 are not typical, the GSA must remain mindful to seek opportunities and to not be limited with the

35 arbitrary date of the draw down but what is realistic in maintaining a healthy aquifer.

36 TAC Chair Salomone highlighted her experience with working successfully with Erik—he is nimble

37 and quick to react. Chair McGoutry echoed the impressive work of Erik and the GSA team.

38

b. Grant Funding Opportunities and PMAs

Board received summary from TAC on proposed PMAs to be supported by identified grant funds to be pursued by GSA. TAC recommended which PMAs to include in identified grants to pursue in FY 22/23 through FY 24/25.

Recommended Action: Board direct GSA staff to prepare letter proposal for West Yost, in cooperation with LWA, to prepare and submit a GSA grant application for the DWR SGMA Implementation Grant.

Background

Erik started out with providing a summary of what was discussed at the TAC level and identify the grant opportunity that is thought to be the best value for the GSA to pursue, pending the Board's approval. He also went over a list of PMAs that are most aligned with Board and TAC feedback received over the last six months. Erik also went over the financials of pursuing a grant vs. not pursuing grants. Without pursuing a grant, the GSA's cash flow budget would be impinged.

DWR Round 2 SGMA Grant Strategy and Updates

- Strategy
 - Utilize GSA Administration contract for the GSA staff to lead the proposal effort and work closely with on-call consultant LWA (and possibly CLSI) to develop proposal for ~\$35,000
- DWR Updates
 - Solicitation is expected to open October 2022, but it depends on what happens in the CA Legislature.
 - If the grant is awarded to a GSA, it's expected to be awarded and the contract in place after July 2023. **ALL FUNDS AWARDED MUST BE SPENT IN FULL BY JUNE 2026/2027**
 - This tight deadline to complete all the work associated with the grant in 2 years effectively means:
 - Well projects of any kind, including ASR, are not feasible to be associated with a grant application due to the 1 year or more backlog for drillers in NorCal and the central valley
 - Construction projects of any kind to be associated with the grant application **MUST** be able to be completed within 2 years from start to finish, including permitting, contracting, construction, etc.
 - All GSA monitoring, modeling, reporting, and other feasibility studies to provide the technical documentation needed to implement larger projects from 2025 onward are the most likely to be completed in 2 years. TBD if all of these will be eligible for funding.

Proposed PMAs for DWR Round 2 SGMA Implementation Grant for in FY 23 – 27

The feedback received over the last few months was taken into account as well as the priorities identified, there are several opportunities to include existing PMAs in work that is currently coming out of the GSA's budget:

- Monitoring Activities (\$160,000 over 2 years)

- GW Levels Monitoring
- Streamflow Gage Monitoring
- Well Water Quality Monitoring
- Groundwater Well Inventory (\$100,000 over 2 years)
 - Consultant to conduct detailed well inventory study within basin
- Outreach and Education (\$100,000 over 2 years)
 - Outreach and education about grant funded monitoring, modeling, reporting, rate and fee study, and other feasibility studies that will include four workshops and additional meetings
- Groundwater Model Updates and Reporting (\$200,000 over 2 years)
 - LWA will update model annually by performing an updated calibration run and review of SMC changes
 - LWA will produce annual reports and 5-year GSP update report
- Interconnected Surface Water-Groundwater Study (\$80,000 over 2 years)
 - Consultant to perform Interconnected Surface Water-Groundwater study to further understand and define groundwaters-surface interaction and interconnectivity of streams and groundwater within the basin
- Water Supply and Recharge Project Feasibility Study (\$360,000 over 2 years)
 - Consultant to perform water supply and recharge feasibility study to provide the technical documentation to drive necessary GSP implementation projects in the future from 2025 and beyond based on three possible scenarios of flow released from PVP
- Rate and Fee Study (\$200,000 over 2 years)
 - Consultant to perform rate and fee study, legal counsel to provide rate and fee study compliance services, and GSA staff to administer and manage rate and fee study.
- If other member agencies want to also include their projects into this grant, the following is recommended to mitigate increased financial risk to the GSA:
 - Provide the GSA with the 10% of the total project cost upfront to GSA to account for grant retained funds for the duration of the grant
 - Provide the GSA with an additional 15% of the total project cost as contingency (10%) and GSA admin (5%)
 - Each of the above will be formalized into a signed agreement between both the GSA and the member agency that guarantees payment to the GSA within 45 days of the grant being awarded to the GSA. Left over funds from the contingency will be reimbursed to the member GSA once final payment is received from DWR over a 12-month period on a monthly basis.
 - If the GSA is not awarded the grant, the contract is void.

Example: GSA member agency has a \$2.7M project they would like to include in the grant. GSA and member agency would enter into a contract that if the grant is awarded, the member agency will provide \$270,000 to supplement the GSA's cashflow to account for 10% retainer by DWR and \$405,000 for contingency/administration (total of \$675,000). Unused funds that were provided upfront to GSA will be reimbursed back to member agency once grant funds have been fully reimbursed to GSA over a 12-month period on a monthly basis.

Discussion

Laura Foglia (GSA Technical Consultant): The latest news is that it's really going to open in October and may close it at the end of November or December. Kelly, the GSA's DWR contact, suggests being ready as soon as the GSA can.

Questions and Comments

Chair McGourty: (Regarding Groundwater Model Updates and Reporting). What is the procedure for comments received?

Erik Cadaret: It would make sense to begin incorporating/addressing comments at the GSP's five-year mark.

Laura Foglia: The GSA does not have to respond now. The next four years will improve the data and comments received during this time can be useful on how to improve the GSP at the next opportunity.

Chair McGourty: It seems like as we're going through this process of applying for grants, is there something in the commentary that is specific to items we may have overlooked or not adequately studied. It seems there were questions about groundwater and surface water interactions were a big concern.

Laura Foglia: In her discussions with DWR, she mentioned they would be using data that is being collected now to bring the model to a better level. She believes DWR is understanding about the model needing the updated data.

Director Robinson: Who submitted the comments, and would it be possible for the Board to receive a copy?

Chair McGourty: Comment were submitted by the National Fishery Service. He recommends the GSA invite the submitting team to come present to the Board.

Chair McGourty: If we apply for and receive grant funds, how is the money distributed?

Erik: Money is distributed on a quarterly basis. There is a six-to-nine-month lag from when you're spending money vs when the check arrives.

Laura Foglia: She got clarification that these proposition funds will do what ever they can to also pay the 10%--Its not the general fund so there is no risk of losing the 10%. The contracts should be drafted in a way that allows flexibility in paying vendors as it relates to the grant.

Holly Roberson: They work with four other GSAs and are familiar with drafting appropriate language for vendors.

Chair McGourty: He was tasked by the Board of Supervisors to come up with a water project for each one of their districts. One he wants to pursue is a demonstration and pilot project for ground water recharge at Riverside park. They could possibly be partners with the City of Ukiah and Mendocino County in application for this. He thinks groundwater recharges during high flows is something that's going to be very common in the future or water management in California.

1 Holly Roberson: There is a ton of water infrastructure money coming both from the Federal
2 and State government and there's a lot of emphasis particularly in rural areas. Anything we
3 can do early to demonstrate that we can successfully receive money and implement a
4 project and really get stuff done, I think we'll open the door to future funding.

5 Director White: The City already had a good funding relationship with the state. We've been
6 one of the few DACs that consistently applies and consistently completes projects. And I
7 think now, or on the other side of that hump. I do think Riverside Park has potential I think
8 we need to learn a little more about it but I think there's opportunities for detaining water
9 for infiltration, and that site, both from the river and from adjacent tributaries as well.

10 Chair McGourty: He's hoping to put some science behind it, too, and enter into an
11 agreement with University of California National Resources, specifically, how involved Sean
12 and Toby, who are working on some of these recharge grants and see if we can draw them
13 in to help the GSA come up with some scientific monitoring to show the effectiveness of
14 this. He doesn't have anything well defined, but thinks this is a viable project.

15 Holly Roberson: In terms of leveraging the GSA team, it's really unique this board has tribal
16 representation. There's funding specifically also set aside for tribal governments.
17 Collaborative projects, especially those that represent disadvantage communities, opens up
18 different areas of funding.

19 Director Robinson: What is the probability of success with this grant application? Secondly, we don't
20 have official feedback on our plan, so we don't know which project management actions are going to
21 be the highest priority. I'm wondering if we put together this grant proposal and for some reason
22 doesn't go the way we had hope, are we committed to those same PMAs that we put in the
23 proposal, or we can put it back on the shelf and see what happens next?

24 Erik: In this round of funding, we are competing with a larger pool of applicants, however
25 this GSA does qualify for DAC, which is a priority for funding in this round.

26 Lisa Foglia: There is really big pot of money, maybe close to 250 million right now, and there
27 are 78 basins. Out of these are 78 basins, basins that are DAC have priority. If they're not
28 funded, you can go back to the drawing board and start over.

29 TAC Member Boer: If the grant is coming on in October and we're expecting to try to get a draft by
30 November, will this board have a chance to meet and review that in that timeframe?

31 Erik: A special meeting will be held if needed.

32 Chair McGourty: would it make sense to have an Ad Hoc?

33 Laura Foglia: Other GSAs have set one up with two or three people.

34 Holly Roberson detailed the difference between an Ad Hoc (simpler) and a Standing Committee
35 (more formal). After a discussion of needs, it was decided to move forward with an Ad Hoc.

36 The recommended motion was also updated:

Board direct GSA Staff to prepare a letter Proposal for West Yoast in cooperation with LWA to prepare and submit a GSA Application for the DWR implementation grant, and for the Board Chair to appoint an ad hoc to guide the proposal and application process.

Director Crane moved to approve item; Director White seconded. Motion passed 4-0-0.

Vote Roll Call:

Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

After some guidance from legal counsel, the Board identified the following members to participate in the Ad Hoc: Chair McGourty, Director Doug Crane, TAC Member Sean White, and TAC Member Deborah Edelman.

c. Rate and Fee Study

Board received a presentation by the TAC on two possible paths to pursue a rate and fee study and the TAC's recommendation.

Recommended Action: Board direct GSA staff to prepare an RFP to conduct a rate and fee study to be ready for release once grant funds are obtained.

Background

- Path 1: GSA pursues rate and fee study ASAP and releases RFP for rate and fee study consultant in October 2022 with final selection and board adoption by December 2022. GSA will pay for the rate and fee study using existing funds. GSA may or may not be reimbursed for these costs depending on outcome of acquiring grant funds.
 - Pros: start rate and fee study within 6 months
 - Cons: GSA will have higher spending in FY 22/23 that will impact total cash reserves in FY 23/24
- Path 2: GSA pursues rate and fee study as part of grant effort. GSA releases RFP in March 2023 with final selection and board adoption by June 2023. If grant funds are awarded, rate and fee study costs will be reimbursed.
 - Pros: start rate and fee study once grant is awarded which guarantees reimbursement and ultimately saves GSA money
 - Cons: start rate and fee study within 12 months vs. 6 months
- Alternative for Path 2: release RFP in January to capture as many possible quality rate and fee study consultants as possible to respond to RFP such that by the March board meeting, Board may approve selected rate and fee study consultant with the expected start of work date to occur in July.

Discussion

Laura Foglia: It might be important to remember is that this grant is retroactive. So, if you start working, if you decide that in March you get the approval and your grant is funded. You can, even if it's a risk for a consultant, start working, and you can charge all those hours, even if they will be paid in July or in October, or most likely the following January. Whatever, but it's retroactive actually to January December 2021.

Questions and Comments

Chair McGourty: If we don't have a complete inventory of wells, how can we assign costs? I'm wondering how quickly we can start on this if those 2 studies should be done together

Director Robinson: We may not necessarily need the inventory of Wells. All the previous discussions in the previous ad hoc on this was leaning much more towards either a parcel or an acreage type assessment.

Director Crane: If the grant's not accepted going back to the funding members that have been floating this boat from the beginning, going back to them and getting their buy in on providing funds in the event there is a failure so instead of being blindsided, if that were to occur, then they bought in or at least declare they don't want to buy in, which would be important for us to know.

Erick: I believe I neglected to mention is that in that fiscal management model that I shared a glimpse of I do project and assume that we would consider exactly that, and potentially going to the member agencies and ask them, can you please front load 10% more in fiscal years 2023-24 and 2024-25, and then that way that gets us through that initial spending phase and then, if fiscal, your twenties 2025-26, we then would reduce it down 20%, so then that we, at the end of it all ages are paying the exact same amount. They're just giving it a little bit early, and then they could trail it off towards the end. So that will be considered based on further discussions that we identify as being important to manage our cash flow.

Director Crane: part of that point was, if there's a risk of not having fund recovery that may well represent an increased cost, that component seems to be missing from what you suggested. I think that both of those things need to be done.

Erik: We'll look into both, and we will consider both in the future.

Director White: I thought when I was looking at the spreadsheets that you produced, the one without any grants, but still had the fee study funded, and within the budget that we had because we have to do that—that was never an optional thing that's definite. So, it seems that with that. Then what I'm hearing now is that the implications of that was that we would need to maybe accelerate the contributions of member agencies so a little bit to stay solid through that period.

Erik: Yes, that. And in that same sheet, in the scenario where there were no grant funds, I assumed that we would get 10% more in fiscal year, 2023-2024, and fiscal year. 2024-2025, and then we would drop down 20 in the last year. that but that is not for sure thing yet. That would be discussed in the future, and we would ascertain what the situation may be, and what we need to plan for in further detail out of future meetings based on what we get back from the rate and fee study consultant on what their costs will be, and who we finally select. We can then fine tune that model to actually determine how much, and if any, we need to frontload, to stay solvent through that period, and also whether options there might be for us to have what flexibility

Director Robinson: If I understand correctly, we're going to do a rate study either way. It turns out the timing of that rate study may not be terribly sensitive, because the grant will

1 help us out retroactively. If we're so fortunate to get a grant, personally, I don't see any
2 reason to wait too long.

3 Chair McGourty: I think there are some political advantages, too, since you know the there
4 within the border supervisors, for instance, I think that there's some concern about the
5 county's spending money specifically on one area which I don't agree with, but I'm just
6 looking at the political realities of how we have to do business, and I think that if we can
7 show them we're making progress to self-fund, that's a positive thing.

8 Public Comment:

9 TAC Member Boer: I would suggest, if this looks for some reason to be contentious at the Board of
10 Supervisors level, you can keep an eye on that process, and some of us could assist in that
11 conversation, if necessary.
12

13 Recommended action was modified to be
14

15 *Board direct GSA staff to prepare an RFP to conduct a rate and fee study to be ready for release*
16 *once grant funds have been applied for and a proper date has been agreed upon to pursue the*
17 *rate and fee study and release the RFP in anticipation of grant funds.*
18

19 Director Crane moved to approve item; Director White seconded. Motion passed 4-0-0.

20 Vote Roll Call:

21 Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye
22

23 d. Amendment to West Yost Associates GSA Administration Services Contract

24 *Board received the proposed amendment and associated letter proposal to West Yost*
25 *Associates existing GSA Administration Services contract that incorporates additional*
26 *scope and budget to account for administration services related to (1) Management of*
27 *GSA Compliance with Executive Order N-7-22; (2) Administration and management of*
28 *DWR Facilitation Support Services (FSS) and Outreach to Tribes; (3) Administration and*
29 *management of rate and fee study; (4) Grant Writing and Management, and (5)*
30 *Creation, maintenance, hosting, and administration of GSA website and email. Board*
31 *discussed and provided feedback on Amendment to West Yost Associates GSA*
32 *Administration Services Contract.*

33 *Recommended Action: Board approve the proposed contract amendment to West Yost*
34 *Associates GSA Administration Services Contract.*

35 Background

36 Erik provided details that are important to the contract amendment. Over the past six months there
37 have been several things that have come up that has been voiced either by the board, or has been
38 voiced through other conversations, that West Yost may need to modify our contract to provide
39 additional services to meet some of the current new items that have come their way that were not
40 expected in the original contract, but also to provide additional funds towards certain items that the
41 GSA is planning to pursue.

1
2 The two new task items that are new, and they were not a part of the existing contract are task
3 8 and task 9. Task 8, those costs were presented at the June Board meeting in our renewed
4 study discussion. And so this is providing additional services for administrating and
5 management of the rain fee, study, consultant and the legal counsel services, but also for us to
6 additional stakeholder in engagement and outreach related specifically to the rate fee study
7 through meetings and through workshops. There's also been numerous comments about the
8 GSA website and moving it over to our contracts. Then we can create a new website and have
9 an email address associated with that website that we can be tied into and can manage directly,
10 so that's task 9 and that's the cost issue with that. The fiscal year 2022-23 budget \$133K for the
11 end account balance and the expenses is very close, if not nearly identical, to what was
12 approved at the June Board meeting.

13
14 The current contract calls for \$200,000 over a 3-year period, and this amendment is asking for an
15 additional \$150,000 over that same period.

16
17 Questions and Comments

18 Chair MCgourty: Is this contract amendment adding additional scope and fee in order to do grant
19 writing and management, and also to support the rate and fee study?

20 Erik: The answer to both of those questions is yes. Additional funds would be provided for us
21 in conjunction with LWA, to pursue the grants, and to submit a grant, application. Also, if we
22 pursue the rate and fee study in any and determining how we actually define the scope of
23 that rate and fee study, that'll give us a better understanding of exactly what type of
24 workshops and meetings we would need to make sure we do stakeholder engagement
25 outreach regarding to that, but that also includes scope and fee for us to support in that
26 capacity. The thing to keep in mind is that we may not spend the entire amount that has
27 been budget for either one of those items. It all depends on the final scope both those items
28 once they're completed, and once we have a further understanding of that.

29
30 Director White: Is the FSS handle that outreach or not?

31 Erik: When it comes to the rate and fee study. That is a gray area from my understanding,
32 and I think the State is a little uncomfortable with supporting that for reasons around the
33 political sensitivities. But I did pitch that and I don't believe I got any clear confirmation on. If
34 they can do that, ff there's an option for us to have FSS support in that way, we will certainly
35 explore that. But from my understanding is that DWR would not be able to provide the
36 funds through FSS to support that type of stakeholder engagement and outreach.

37 No public comment.

38
39 Director White moved to approve item; Director Robinson seconded. Motion passed 4-0-0.

40 Vote Roll Call:

41 Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

42

e. Compliance Process with Executive Order N-7-22

Board received summary from GSA Staff on status of coordination effort with County and Legal Counsel to prepare the proposed final process to comply with Executive Order N-7-22. Board received a presentation on the proposed final process to comply with Executive Order N-7-22.

Recommended Action: Board approve the proposed final process to comply with Executive Order N-7-22.

Background

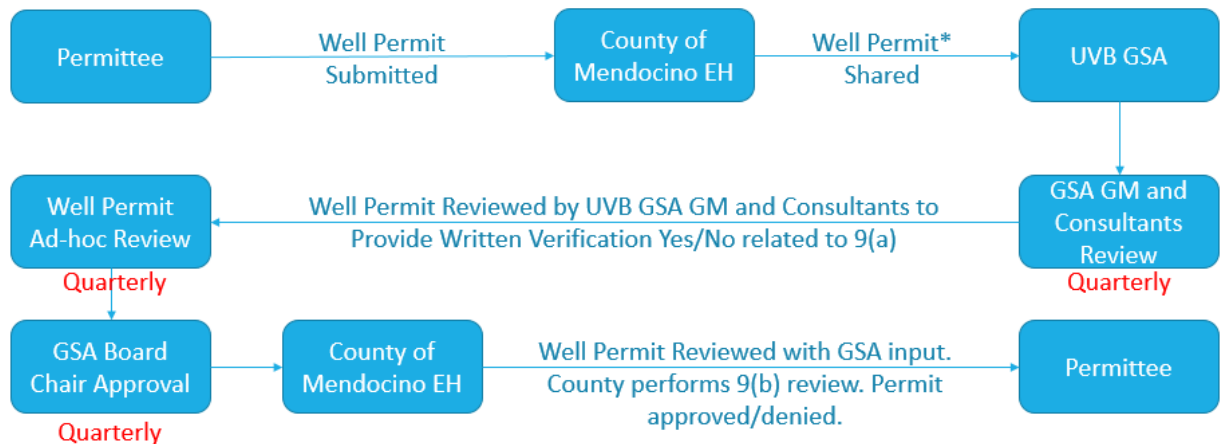
Marlayna Bourbonnais Duley from the Department of Environmental Health was on the call to answer any questions regarding the county's process. Holly Roberson was also on the call to discuss the GSA's forms and other action items that comply with the Order.

Erik mentioned that the GSA is only focusing on 9A of the Order. The County is focused on 9B; They're the permitting authority. The GSA is just providing our written verification related to 9 A.

- 9(a) and (b) have direct implications for the UVBGSA.
- 9(a) states:
 - To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and **classified as medium- or high-priority** without first obtaining **written verification from a Groundwater Sustainability Agency managing the basin** or area of the basin where the well is proposed to be located that groundwater extraction by the **proposed well would not be inconsistent with any sustainable groundwater management program** established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and **would not decrease the likelihood of achieving a sustainability goal** for the basin covered by such a plan; or
- 9(b) states:
 - To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the **proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.**

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

1 Executive Order N-7-22 Proposed Well Permit Review Process



*Only wells that are within the basin and pump greater than two acre-feet per year of groundwater for individual domestic users or that are not wells exclusively for groundwater to public water supply systems will require review and approval from the UVB GSA

2 • Review Process

- 3 ○ Meet quarterly the month after the scheduled Board meeting
- 4 ○ GM will review the well permit form and documents sent from the County to check
- 5 if there is any information missing before directing the on-call consultant to review
- 6 all the received applications to provide a technical memorandum (TM) and their
- 7 findings in response to 9(a) for each well permit
- 8 ○ TM will be reviewed by the GM to fill out the GSA EO N-7-22 Compliance form
- 9 ○ Completed GSA EO N-7-22 Compliance form along with an attached TM will be
- 10 submitted to the well permit review ad-hoc committee that consists of no more
- 11 than 4 TAC members and no more than 2 board members to review.
- 12 ○ Completed and ad-hoc reviewed GSA EO N-7-22 Compliance form and attachments
- 13 will submitted to Board Chair for final review.
- 14 ○ Final approval from Board and Board Chair signature will take place at the next
- 15 scheduled Board meeting
- 16 ○ If denied by GSA, the GSA will provide reasons and ask well permittee to respond to
- 17 deficiencies.

18
19
20 Total time for the GSA to provide written verification on a well permit is estimated to be

21 four (4) months or less.

22
23 Erik mentioned that depending on the board's comfort level, the board chair could be the final

24 approval signature authority for a well verification form to simplify the process; legal confirmed that

25 this is allowed. If the board feels that for maybe well permits that aren't necessarily routine, and

26 could potentially be more complex or contentious, then we could also take those to the board for

27 further discussion, before they get approved and signed and then ultimately, whatever verification

28 we provide, being a yes or no, we would then send it back to the county who then ultimately makes

29 the decision on what happens with the well.

1 It was advised by legal Council that we include a hold harmless and release agreement to mitigate
2 the legal risk that potentially could come through certain scenarios that are Legal Council has
3 reviewed. This is a major change since last time the Board reviewed this form, and essentially the
4 form is asking the well permitted to give us information also give their acknowledgments a signature
5 to us on certain things. We would then give them our determination; and if we say, we ultimately say
6 that the well permit does not fall within our parameters for 9 a, we would then provide them an
7 explanation, and also give them possibility, to comment but ultimately this hold harmless agreement
8 is what is going to be the protector of the GSA.

9
10 Questions and Comments

11 Director Crane: We have the past supported the idea of going to the chair. If the chair has any
12 concern, he calls a special meeting, so that we get this turned around, for whoever it is because time
13 is of the essence.

14 Chair McGourty: I agree with that because when people drill a well they're normally in
15 some kind of a crisis, if it's particularly up there in an area that whether their well is failing
16 for whatever reason so we don't want to be holding them up. Is there a possibility of protest
17 from neighbors? Is there a process?

18 Marlayna Bourbonnais Duley: She has a couple of questions about the form and the anticipated
19 process. When I look at the top of the form, that ordinance placeholder, I'm curious about that
20 expectation, and I wonder if simply stating that the executive order created this requirement is
21 enough, because I do not know when the board is going to pass, or amend existing ordinances that
22 would speak to this in general. The other is that it said in the notes that it's anticipated to take about
23 four months, so the county would be willing to inform applicants of that that's a long time to be
24 waiting for a well application. I was also wondering when there could be an application referred from
25 DHS to the GSA because it doesn't appear to qualify for the waivers, what scenario is the GSA
26 anticipating being able to say that this well doesn't require their comment?

27 Holly Roberson: I heard you asked were you one sort of a question in the form of a
28 statement that you're not quite sure if or when the county will be adopting an ordinance. So
29 your question is, could we revise the form? Yes. If we don't have an ordinance to reference
30 to, we could revise that to refer "...pursuant to the executive order..." It would certainly be
31 cleaner and more consistent and defensible if the county adopted an ordinance. Do you
32 know if the county intends to do that at some point.

33 Marlayna Bourbonnais Duley: We do have an ordinance but does not speak to the
34 executive order. It's been in place decades and will need to be amended, but that's far
35 in the future.

36 Holly Roberson mentioned that AB 2201 died in the last hour of the Legislature, but it may
37 come back if the drought continues. She will follow up separately and work on the language
38 with DHS so that whatever the board reviews, it will match the counties reality .

39 [Holly Roberson and Marlayna Bourbonnais Duley will continue to work together to draft
40 the language as needed]

1 Erik Cadaret: In response to your other questions, how are we going to make a
2 determination based on whether or not it's really within our preview or not Really, from
3 what my understanding is that is within the basin, and it meets those requirements for
4 being pumping greater than two-acre feet a year, and it's not one of those special case well
5 types, then it is within our preview to review, otherwise it's not and if we look at it, and we
6 further to figure out from what the information we gather, but it's actually not a part of our
7 jurisdiction then we will simply pass it back to what you know that we don't believe it is, and
8 this is why, so we would give you a clear understanding of that.

9 Your second question was our review process being four months long. Because we're comfortable
10 with having the Board Chair be the determining person to say yes, then that'll be quicker than four
11 months. However, if the Chair is uncomfortable and would like it to be talked about it in a special
12 meeting, we would do that as soon as we could—Four months would be the worst-case scenario.
13 In reality it will probably be within 60 days or less if no special meeting is needed.

14 Holly Roberson offered alternative language: In compliance with the EO and 722, the
15 following must be completed data and then we'll add a new sentence: The county of
16 Mendocino Department of Environmental Health is responsible for review and permitting of
17 new groundwater wells. Additional language will be added on when and who to contact at
18 the county and when and who to contact at the GSA.

19 Marlayna Bourbonnais Duley agrees with this language.

20 Director Robinson: the flowchart suggests that the permittee has direct contact with the county, and
21 there's no indication that they would communicate with this group, and I see that as preferable.

22 TAC Member Boer: An FAQ would be appreciated. Also, Well Drillers on average wont know what
23 the GSP says, yet there is a section that asks about compliance. There should be a reference link that
24 applicants can go to for reference. A map of the basin would also be helpful.

25 There's a difference in in need and priority for having to mitigate a repair on existing well, that's your
26 only water source, whether that's agricultural or municipal, versus the installation of a new well, so I
27 don't know if there's a process in place to prioritize any of those permits that came in.
28 What is the applicant protest process?
29

30 Marlayna Bourbonnais Duley: We have provided applicants with the list, and a map. It would be
31 great to have one-to-two-page short version. I've only had one of the drillers Look at the 300 and
32 something page document with attention and interest, but we did make it available to them. I
33 don't have an answer on the repair well question. 100 applications have been received since the
34 executive order, and none of them have been on then repairs for non-domestic use.

35 We at the County are making sure that our review of these applications is very ministerial
36 and clear, and we have received one complaint so far that County Council has reviewed.
37 Currently, there has been no evidence of violation because we fall into an area where a
38 neighbor's going to allege that one neighbor is going to use the water or has been seen
39 using the water in a way that they and previously agreed not to use it, and County Council is
40 working on framework for following up with code enforcement, not entirely sure how that

1 would go. We have not found anyone any bad operators yet but we're in conversation
2 about what that looks like. Currently there's not a formal appeal to a well permit.

3 TAC Member Boer: She brought up clarifications in the language has been odd.

4 Marlayna Bourbonnais Duley: The public meeting on the 21st clarification on language will
5 most likely be brought up. because we've already been asked, what is definition of domestic
6 use. Does the jurisdiction have the right to change it? DWR says, I think you can to a point.
7 So, we are going to investigate that at that meeting, because a lot of questions have come
8 up along the lines of what any of these words actually mean in reality.
9

10 Holly Roberson: When you say you're making sure that what permits are ministerial, that makes me
11 think about CEQA, and I would just urge you to make sure that in your process, you're paying close
12 attention to the Our Water and Environmental Resources v. County of Stanislaus case, which is a
13 recent California Supreme Court case on exactly that.
14

15 Erik Cadaret: I propose an amended recommended action based on the discussion today:
16 "The Board direct GSA Staff to complete and finalize the process to comply with Executive Order and
17 722, and to work with County Environmental Health Services to post a FAQ and develop final forms
18 that are consistent across both county and the GSA. Have the Chair propose a motion that gives him
19 authority to approve the verification forms".
20

21 Director Robinson: Does the 3-stage approval process still stand then, and you're recommended action?

22 Erik Cadaret: yes.

23 Holly Roberson: One additional step that you might consider taking is to have the GSA by resolution
24 decide that it wants to have the board chair do these approvals right, so that you have the delegated
25 authority by the GSA. In creating a resolution, language can be added,"... whereas in the interest of
26 time...", because this is time sensitive, right? That way you have something good in your record if
27 people say, why, aren't these discussed at a board level. It's just protective of you and the GSA to
28 explain everything, and if the Board wanted to direct us to do that resolution, we could and have it
29 ready for the next board meeting.

30 [discussion was had regarding how swiftly the resolution could be passed. In the interest of time, the
31 recommended action was changed.]

32 Director Crane: He suggest there be a motion and then follow-up with a resolution at the next meeting.
33

34 Erik Cadaret: Amended recommended action:

35 "The Board direct GSA Staff to complete and finalize the process to comply with Executive Order
36 and 722, and to work with County Environmental Health Services to post a FAQ and develop
37 final forms that are consistent across both county and the GSA. Have the Chair propose a
38 motion that gives him authority to approve the verification forms, with a resolution for the body
39 to approve at the next meeting".
40
41

Director Crane moved to approve item; Director White seconded. Motion passed 4-0-0.

Vote Roll Call:

Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

f. DWR Facilitation Support Services (FSS)

Board received update from UVBGSA General Manager and Stantec on how FSS will be utilized to increase the GSA's stakeholder engagement and outreach in FY 22/23. Board discussed an alternative meeting time in response to C&E Plan Update findings.

Recommended Action: Board direct GSA staff to finalize the FSS contract for FY 22/23 and update rest of FY GSA TAC and Board meeting dates/times to reflect any changes.

Background

The FSS service contract through Santec that's paid forward by DWR is up for us to renew, and I've been working with FSS closely to identify the level of need we may utilize going forward into this year, and as a reminder, this is no cost extra cost to the GSA. This is free to the GSA.

Approval is very likely to occur.

- Up to 8 workshops/meetings
 - Topics may include agriculture stakeholder specific workshop to discuss the GSA's approach to comply with Executive Order N-7-22, annual report findings, and other topics related to GSP implementation.
- Newsletter (quarterly)
 - 2 pages
 - Audience: beneficial users and uses of groundwater in the Ukiah Valley Basin
 - Objective: maintain and expand regionwide awareness of groundwater conditions and management actions
- Up to 6 tribal engagement workshops/meetings

Discussion

None

Questions and Comments

None

Director Crane moved to approve item; Director Robinson seconded. Motion passed 4-0-0.

Vote Roll Call:

Director Crane – aye, Director White – aye, Director Robinson – aye, Director McGourty – aye

5. Adjournment - 3:45 p.m.

The Ukiah Valley Basin Groundwater Sustainability Agency complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone

- 1 requiring reasonable accommodation to participate in the meeting should contact the Mendocino County
- 2 Executive Office by calling (707) 463-4441 at least five days prior to the meeting.
- 3 Please reference the Mendocino County website to obtain additional information for the Ukiah Valley Basin
- 4 Groundwater Sustainability Agency: <http://www.mendocinocounty.org/uvbgsa>.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

340 Lake Mendocino Dr. • Ukiah • California 95482 • (707)463-4363 • fax (707)463-5474

GSA Administration Staff Report

Item No.	4a
Date	12/15/2022
From	UVBGSA General Manager
To	Board of Directors
Subject	FY 22/23 Budget Status and Other Updates
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive a status update from GSA Staff on the FY 22/23 budget and forms that are expected to be completed and provided to the GSA from Board members who continue or newly join the Board for the next two-year term.

Background

The GSA Board approved the FY 22/23 Budget at the June 23, 2022 Board meeting. The FY 22/23 incorporates comments and feedback from the May 18, 2022 Workshop and information provided by the previous GSA Administrator, County of Mendocino. The proposed budget for FY 22/23 is presented below in Table 1 and also shows the current income/expenses as of November 1, 2022.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Table 1 – FY 22/23 Budget and Current Income/Expenses as of November 1, 2022

	FY 22/23	1-Nov-22
Income		
GSA Member Contributions	\$ 275,000	\$ -
FY-End Reserve	\$ 221,486	\$ 221,486
Grants	\$ -	\$ -
Other	\$ -	\$ -
Total Income	\$ 496,486	\$ 221,486
Expenses		
GSA Administration	\$ 140,100	\$ 46,404
County Administration	\$ 5,000	\$ -
Annual Workshop	\$ 3,000	\$ -
Board / TAC Meetings	\$ 29,000	\$ 10,899
GSP Implementation Oversight	\$ 9,000	\$ 5,488
Contracts/Fiscal Management	\$ 12,000	\$ 5,895
Stakeholder Outreach/Communication	\$ 18,000	\$ 7,757
As Requested	\$ 4,000	\$ 784
Grant Writing/Management	\$ 35,000	\$ 15,581
Rate and Fee Support	\$ 20,000	\$ -
Website/Email	\$ 5,100	\$ -
Legal Counsel Services	\$ 30,000	\$ 2,177
GSA Administration Advisory	\$ 15,000	\$ 2,177
Changes in Laws / PCR	\$ 10,000	
Rate and Fee Advisory	\$ 5,000	
Litigation	\$ -	
GSP Implementation	\$ 193,000	\$ 24,016
Monitoring/Data Collection	\$ 78,000	\$ 5,433
Model	\$ 25,000	
Reporting	\$ 20,000	
Misc	\$ 30,000	\$ 18,583
Rate and Fee Study Consultant	\$ 40,000	
Total Expenses	\$ 363,100	\$ 72,597
Net Income	\$ 133,386	\$ 148,889
Account Balance	\$ 133,386	\$ 148,889



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FY 22/23 Budget Update

GSA Revenue

Invoices to collect dues from member agencies were sent out on November 4, 2022. The GSA anticipates all member agency dues will be paid to the GSA by the end of the first quarter of the 2023 calendar year.

FY-End Reserve

By year-end of FY 21/22 (June 30, 2022), the GSA had an account balance of \$221,486 that was carried over into FY 22/23. At the end of FY 22/23 (June 30, 2023), the year-end account balance after expenses is estimated to be \$133,386 which will be carried over into FY 23/24. GSA staff recommends that a reserve of >\$100,000 be maintained at all times to have cash on hand to pay contractors and other vendors to whether any unforeseen costs without having to resort to requesting additional funds from GSA members.

GSA Administration

During FY 21/22, GSA administration services were conducted by the County of Mendocino through March 9, 2022. On March 10, 2022, West Yost (WY) was brought under contract to assume GSA Administration of the UVBGSA. From March 10, 2022 to July 30, 2022, WY and the County continue to coordinate and transition the GSA administration role. It is expected that in FY 22/23 that the County staff will continue to serve in a limited role in GSA administration to help facilitate some GSA functions that are tied to procedures administered by the County. WY will provide the GSA Administration services to facilitate a variety of functions requested by the UVBGSA as listed in UVBGSA AGREEMENT NO. 22-01. At the September 8, 2022 Board Meeting, the GSA Board approved an amendment to WY's GSA Administration Services contract that increased the total contract amount from \$200,000 to \$350,000 and included additional scope of services for GSP implementation, stakeholder engagement and outreach, and grant writing/management line items. The amendment also includes scope and budget for rate and fee support and website/email. This increased budget is reflected in Table 1 GSA Administration line item for FY 22/23. As of November 1, 2022, GSA staff have invoiced \$46,404 and is projected to be within budget by the end of the FY 22/23.

Grant Writing/Management

At the September 8th, 2022 Board meeting, the GSA Board approved for GSA Staff to pursue the DWR Round 2 SGM Implementation Grant program funding that was anticipated to open for solicitation within the first half of October. The Board also created a Grant Ad-hoc Committee to guide the development of the grant application with GSA Staff and LWA. WY prepared and submitted a letter proposal to lead the grant application development effort. This grant effort was estimated to cost \$35,000. This grant application is currently being developed and will be submitted before the grant application due date on December 16, 2022 at 10 am. As of November 1, 2022, GSA staff have invoiced



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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\$15,581 and LWA has invoiced \$10,899 to prepare the grant application and is projected to be within budget by the end of the FY 22/23. Note: LWA's invoices are reflected in GSP Implementation, Misc.

Legal Services

Over the past year, the GSA Board and member staff have expressed the desire to retain legal counsel for the GSA to provide specialized guidance and avoid potential risks associated with GSA activities. On September 1, 2022, the GSA approved a contract to retain Kronick Moskowitz Tiedemann & Girard (Kronick) for legal counsel services. The FY 22/23 budget was amended to increase the total budget for legal counsel services from \$15,000 to \$30,000. As of November 1, 2022, Legal Counsel have invoiced \$2,177 and is projected to be below budget by the end of the FY 22/23.

GSP Implementation

This budget category contains all work performed to implement the GSP in FY 22/23.

Monitoring and Data Collection

In FY 21/22, groundwater monitoring, surface water monitoring, and water quality monitoring was performed for the GSA by Mendocino County Resources Conservation District (MCRCD) and California Land Stewardship Institute (CLSI). In response to the limited precipitation in the Basin and the anticipated drought, the GSA amended its existing contracts with MCRCD to support increased data collection to fill data gaps that were identified in the GSP and provide adequate data to assess parts of the basin where data was previously absent or uncertain. In light of the declared drought emergency, it is anticipated that the increased level of monitoring and data collection will need to continue throughout FY 22/23 to collect adequate data needed to continue addressing data gaps and uncertainties within the basin. The estimated cost of the monitoring program is \$78,000. The monitoring activities are expected to be the most critical element of implementing the GSP and is necessary to obtain grant funding. The FY 22/23 budget for monitoring and data collection increased from FY 21/22 to reflect funds to support increased data collection in data gap areas for the entire FY. As of November 1, 2022, MCRCD have invoiced \$5,433 and this budget item is projected to be below budget by the end of the FY 22/23.

Model Updates

This budget line item hasn't been utilized to date. This is anticipated to be utilized in FY 22/23 for monitoring data QA/QC and updates to the database work that's anticipated to be completed by LWA. This budget item is projected to be below budget by the end of the FY 22/23.



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Reporting

The estimated cost for GSP reporting in FY 22/23, it is \$20,000. The cost will cover preparation of the water year 2022 annual report, as required by SGMA. At the December 15, 2022 Board meeting, the Board will consider the amendment to modify LWA's contract to provide additional budget for LWA to prepare the annual report, present results from report, and attend meetings. QA/QC data collected from monitoring efforts in FY 22/23 and update the database with FY 22/23 data will also be a part of the annual report task. The contract amendment proposed increases LWA's on-call contract from \$25,000 to \$62,500. This budget item is expected to be fully utilized by the end of FY 22/23.

PMAs- Misc

This part of the budget reflects the total amount of GSA funds that have been paid to LWA as part of LWA's on-call contract since November 1, 2022. LWA's on-call contract currently has a limit of \$25,000. As of November 1, 2022, LWA have invoiced \$18,583 and is projected to be below budget by the end of the FY 22/23.

PMAs- Rate and Fee Study

In FY 21/22, the GSA budgeted \$100,000 to conduct a rate and fee study. This study was never initiated in FY 21/22. The rate and fee study RFP will be reviewed, and the Board is anticipated to direct GSA Staff to release the RFP in January 2023 to obtain a consultant under contract by June 2023. The rate and fee study is being included as a top priority project to potentially receive funding from the DWR Round 2 SGM Implementation Grant program. If DWR provides preliminary award of the grant to the GSA and this project is fully funded by the grant, the GSA will provide notice to the rate and fee study consultant to start work on the rate and fee study at the beginning of FY 23/24 in July 2023.



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Other Updates

The UVBGSA was created by JPA on April 18, 2017 and in so doing, established the UVBGSA as a distinct legal entity. Board members and staff of the UVBGSA are subject to the same set of requirements as other government agencies. It's common for Board members and staff to complete a Form 700 Statements of Economic Interest form every year and keep on file. It's also common for Board members to also complete an Oath of Office form. The form should be completed by all Board members that elect to continue serving on the UVBGSA Board for 2023 – 2024, and GSA Staff, in January 2023 and provide a copy to GSA Staff.

For all Board members who elect to continue serving on the UVBGSA Board for 2023 – 2024, the GSA will also require an Oath of Office form be completed. This form should be completed in January 2023 and provide a copy to GSA Staff.

Fiscal Impact

Budget: The GSA is operating within the FY 22/23 budget. Current projects indicate that the GSA will be below budget by the end of the FY 22/23 which will provide additional cash to utilize for FY 23/24 where needed.

Other Updates: None.

Attachments

Form 700 Statements of Interest Form

Oath of Office Form

2021-2022 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3000 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2021

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entities/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$520** for calendar years **2021** and **2022**. The gift limit in 2020 was **\$500**.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

87200 Filers

State offices	⇒	Your agency
Judicial offices	⇒	The clerk of your court
Retired Judges	⇒	Directly with FPPC
County offices	⇒	Your county filing official
City offices	⇒	Your city clerk
Multi-County offices	⇒	Your agency

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Newly Created Boards and Commissions: File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

Employees in Newly Created Positions of Existing Agencies: File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates file as follow:

State offices, Judicial offices and multi-county offices	⇒	County elections official with whom you file your declaration of candidacy
County offices	⇒	County elections official
City offices	⇒	City Clerk
Public Employee's Retirement System (CalPERS)	⇒	CalPERS
State Teacher's Retirement Board (CalSTRS)	⇒	CalSTRS

How to file:

The Form 700 is available at www.fppc.ca.gov. Form 700 schedules are also available in Excel format. Each Statement must have a handwritten "wet" signature or "secure electronic signature," meaning either (1) a signature submitted using an approved electronic filing system or (2) if permitted by the filing officer, a digital signature submitted via the filer's agency email address. (See Regulations 18104 and 18757.) Companies such as Adobe and DocuSign offer digital signature services. All statements are signed under the penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When to file:

Annual Statements

⇒ March 1, 2022

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

⇒ April 1, 2022

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2021, and December 31, 2021, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2023, or April 1, 2023, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2022. (See Reference Pamphlet, page 6, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. Obtain amendment schedules at www.fppc.ca.gov.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions she holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2021, through December 31, 2021. If the period covered by the statement is different than January 1, 2021, through December 31, 2021, (for example, you assumed office between October 1, 2020, and December 31, 2020 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2021.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2021, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2021, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2020, and December 31, 2020, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2021.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Date Initial Filing Received
Filing Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

☐ State

☐ Judge, Retired Judge, Pro Tem Judge, or Court Commissioner
(Statewide Jurisdiction)

☐ Multi-County

☐ County of

☐ City of

☐ Other

3. Type of Statement (Check at least one box)

☐ **Annual:** The period covered is January 1, 2021, through
December 31, 2021.

☐ **Leaving Office:** Date Left ____/____/_____
(Check one circle.)

-or-

The period covered is ____/____/_____, through
December 31, 2021.

☐ The period covered is January 1, 2021, through the date of
leaving office.

-or-

☐ **Assuming Office:** Date assumed ____/____/____

☐ The period covered is ____/____/_____, through
the date of leaving office.

☐ **Candidate:** Date of Election _____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► Total number of pages including this cover page: _____

Schedules attached

☐ **Schedule A-1 - Investments** – schedule attached

☐ **Schedule C - Income, Loans, & Business Positions** – schedule attached

☐ **Schedule A-2 - Investments** – schedule attached

☐ **Schedule D - Income – Gifts** – schedule attached

☐ **Schedule B - Real Property** – schedule attached

☐ **Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or- ☐ **None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed (month, day, year)

Signature (File the originally signed paper statement with your filing official.)

Print

Clear

Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
 - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.

- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the “other” box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

1. Office, Agency, or Court	
Agency Name (Do not use acronyms) Feather River Irrigation District	
Division, Board, Department, District, if applicable N/A	Your Position Board Member
► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)	
Agency: N/A	Position:
2. Jurisdiction of Office (Check at least one box)	
☐ State	☐ Judge or Court Commissioner (Statewide Jurisdiction)
☒ Multi-County Yuba & Sutter Counties	☐ County of
☐ City of	☐ Other

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2021 annual statement, **do not** change the pre-printed dates to reflect 2022. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2022, through December 31, 2022, will be disclosed on your statement filed in 2023. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the “No reportable interests” box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original “wet” signature unless filed with a secure electronic signature. (See page 3 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1

Investments

Stocks, Bonds, and Other Interests

(Ownership Interest is Less Than 10%)

Investments must be itemized.

Do not attach brokerage or financial statements.

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000

NATURE OF INVESTMENT

- ☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of \$0 - \$499
☐ Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

Comments: _____

Print

Clear

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. His conflict of interest code requires full disclosure of investments. Frank must disclose his stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by his spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. She has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

SCHEDULE A-2
Investments, Income, and Assets
of Business Entities/Trusts
(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name _____

▶ 1. BUSINESS ENTITY OR TRUST	
Name _____	
Address (Business Address Acceptable) _____	
Check one ☐ Trust, go to 2 ☐ Business Entity, complete the box, then go to 2	
GENERAL DESCRIPTION OF THIS BUSINESS	
FAIR MARKET VALUE ☐ \$0 - \$1,999 ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000 ☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000	IF APPLICABLE, LIST DATE: _____/_____/21 ____/_____/21 ACQUIRED DISPOSED
NATURE OF INVESTMENT ☐ Partnership ☐ Sole Proprietorship ☐ _____ Other	
YOUR BUSINESS POSITION _____	

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)	
☐ \$0 - \$499 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000	☐ \$10,001 - \$100,000 ☐ OVER \$100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)	
☐ None or ☐ Names listed below	

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST	
Check one box: ☐ INVESTMENT ☐ REAL PROPERTY	
Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____	
Description of Business Activity or City or Other Precise Location of Real Property _____	
FAIR MARKET VALUE ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000 ☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000	IF APPLICABLE, LIST DATE: _____/_____/21 ____/_____/21 ACQUIRED DISPOSED
NATURE OF INTEREST ☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership	
☐ Leasehold _____ Yrs. remaining ☐ Other _____	
☐ Check box if additional schedules reporting investments or real property are attached	

▶ 1. BUSINESS ENTITY OR TRUST	
Name _____	
Address (Business Address Acceptable) _____	
Check one ☐ Trust, go to 2 ☐ Business Entity, complete the box, then go to 2	
GENERAL DESCRIPTION OF THIS BUSINESS	
FAIR MARKET VALUE ☐ \$0 - \$1,999 ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000 ☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000	IF APPLICABLE, LIST DATE: _____/_____/21 ____/_____/21 ACQUIRED DISPOSED
NATURE OF INVESTMENT ☐ Partnership ☐ Sole Proprietorship ☐ _____ Other	
YOUR BUSINESS POSITION _____	

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)	
☐ \$0 - \$499 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000	☐ \$10,001 - \$100,000 ☐ OVER \$100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)	
☐ None or ☐ Names listed below	

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST	
Check one box: ☐ INVESTMENT ☐ REAL PROPERTY	
Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____	
Description of Business Activity or City or Other Precise Location of Real Property _____	
FAIR MARKET VALUE ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000 ☐ \$100,001 - \$1,000,000 ☐ Over \$1,000,000	IF APPLICABLE, LIST DATE: _____/_____/21 ____/_____/21 ACQUIRED DISPOSED
NATURE OF INTEREST ☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership	
☐ Leasehold _____ Yrs. remaining ☐ Other _____	
☐ Check box if additional schedules reporting investments or real property are attached	

Comments: _____

Print

Clear

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

SCHEDULE B
Interests in Real Property
(Including Rental Income)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

NATURE OF INTEREST

- ☐ Ownership/Deed of Trust ☐ Easement
☐ Leasehold _____
Yrs. remaining ☐ _____
Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

- ☐ \$0 - \$499 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

☐ None

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE

- ☐ \$2,000 - \$10,000
☐ \$10,001 - \$100,000
☐ \$100,001 - \$1,000,000
☐ Over \$1,000,000

IF APPLICABLE, LIST DATE:

_____/_____/21 _____/_____/21
ACQUIRED DISPOSED

NATURE OF INTEREST

- ☐ Ownership/Deed of Trust ☐ Easement
☐ Leasehold _____
Yrs. remaining ☐ _____
Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

- ☐ \$0 - \$499 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

☐ None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS (Business Address Acceptable)

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE

TERM (Months/Years)

_____% ☐ None

HIGHEST BALANCE DURING REPORTING PERIOD

- ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000
☐ Guarantor, if applicable

NAME OF LENDER*

ADDRESS (Business Address Acceptable)

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE

TERM (Months/Years)

_____% ☐ None

HIGHEST BALANCE DURING REPORTING PERIOD

- ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000
☐ \$10,001 - \$100,000 ☐ OVER \$100,000
☐ Guarantor, if applicable

Comments: _____

Print

Clear

Instructions – Schedule B

Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, she received rental income of \$12,000, from a single tenant who rented property she owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street	
CITY Sacramento	
FAIR MARKET VALUE ☐ \$2,000 - \$10,000 ☐ \$10,001 - \$100,000 ☒ \$100,001 - \$1,000,000 ☐ Over \$1,000,000	IF APPLICABLE, LIST DATE: ____/____/XX ACQUIRED ____/____/XX DISPOSED
NATURE OF INTEREST ☐ Ownership/Deed of Trust ☐ Easement ☐ Leasehold Yrs. remaining _____ Other _____	
IF RENTAL PROPERTY, GROSS INCOME RECEIVED ☐ \$0 - \$499 ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000 ☒ \$10,001 - \$100,000 ☐ OVER \$100,000	
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. ☐ None Henry Wells	
NAME OF LENDER* Sophia Petroillo ADDRESS (Business Address Acceptable) 2121 Blue Sky Parkway, Sacramento BUSINESS ACTIVITY, IF ANY, OF LENDER Restaurant Owner	
INTEREST RATE 8 % ☐ None	TERM (Months/Years) 15 Years
HIGHEST BALANCE DURING REPORTING PERIOD ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000 ☒ \$10,001 - \$100,000 ☐ OVER \$100,000	
☐ Guarantor, if applicable	
Comments:	

SCHEDULE C
Income, Loans, & Business
Positions
(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION
Name _____

▶ 1. INCOME RECEIVED	▶ 1. INCOME RECEIVED
NAME OF SOURCE OF INCOME _____ ADDRESS (Business Address Acceptable) _____ BUSINESS ACTIVITY, IF ANY, OF SOURCE _____ YOUR BUSINESS POSITION _____	NAME OF SOURCE OF INCOME _____ ADDRESS (Business Address Acceptable) _____ BUSINESS ACTIVITY, IF ANY, OF SOURCE _____ YOUR BUSINESS POSITION _____
GROSS INCOME RECEIVED ☐ No Income - Business Position Only ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000 ☐ \$10,001 - \$100,000 ☐ OVER \$100,000	GROSS INCOME RECEIVED ☐ No Income - Business Position Only ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000 ☐ \$10,001 - \$100,000 ☐ OVER \$100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED ☐ Salary ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.) ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) ☐ Sale of _____ (Real property, car, boat, etc.) ☐ Loan repayment ☐ Commission or ☐ Rental Income, list each source of \$10,000 or more _____ (Describe) ☐ Other _____ (Describe)	CONSIDERATION FOR WHICH INCOME WAS RECEIVED ☐ Salary ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.) ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.) ☐ Sale of _____ (Real property, car, boat, etc.) ☐ Loan repayment ☐ Commission or ☐ Rental Income, list each source of \$10,000 or more _____ (Describe) ☐ Other _____ (Describe)

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____ ADDRESS (Business Address Acceptable) _____ BUSINESS ACTIVITY, IF ANY, OF LENDER _____ HIGHEST BALANCE DURING REPORTING PERIOD ☐ \$500 - \$1,000 ☐ \$1,001 - \$10,000 ☐ \$10,001 - \$100,000 ☐ OVER \$100,000	INTEREST RATE _____% ☐ None SECURITY FOR LOAN ☐ None ☐ Personal residence ☐ Real Property _____ Street address _____ City ☐ Guarantor _____ ☐ Other _____ (Describe)
---	--

Comments: _____

Print

Clear

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

SCHEDULE D Income – Gifts

CALIFORNIA FORM **700**

FAIR POLITICAL PRACTICES COMMISSION

Name

▶ NAME OF SOURCE <i>(Not an Acronym)</i> ADDRESS <i>(Business Address Acceptable)</i> BUSINESS ACTIVITY, IF ANY, OF SOURCE <table> <tr> <th>DATE (mm/dd/yy)</th> <th>VALUE</th> <th>DESCRIPTION OF GIFT(S)</th> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> </table>	DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____	▶ NAME OF SOURCE <i>(Not an Acronym)</i> ADDRESS <i>(Business Address Acceptable)</i> BUSINESS ACTIVITY, IF ANY, OF SOURCE <table> <tr> <th>DATE (mm/dd/yy)</th> <th>VALUE</th> <th>DESCRIPTION OF GIFT(S)</th> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> <tr> <td>____/____/____</td> <td>\$ _____</td> <td>_____</td> </tr> </table>	DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____	____/____/____	\$ _____	_____
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Comments: _____

Instructions – Schedule D

Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a \$520 limit in 2021. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

SCHEDULE E
Income – Gifts
Travel Payments, Advances,
and Reimbursements

CALIFORNIA FORM 700 FAIR POLITICAL PRACTICES COMMISSION Name _____

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

▶ NAME OF SOURCE <i>(Not an Acronym)</i> _____ ADDRESS <i>(Business Address Acceptable)</i> _____ CITY AND STATE _____ ☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____ DATE(S): ____/____/____ - ____/____/____ AMT: \$_____ <i>(If gift)</i> ▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income ☐ Made a Speech/Participated in a Panel ☐ Other - Provide Description _____ _____ ▶ If Gift, Provide Travel Destination _____ _____

▶ NAME OF SOURCE <i>(Not an Acronym)</i> _____ ADDRESS <i>(Business Address Acceptable)</i> _____ CITY AND STATE _____ ☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____ DATE(S): ____/____/____ - ____/____/____ AMT: \$_____ <i>(If gift)</i> ▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income ☐ Made a Speech/Participated in a Panel ☐ Other - Provide Description _____ _____ ▶ If Gift, Provide Travel Destination _____ _____

▶ NAME OF SOURCE <i>(Not an Acronym)</i> _____ ADDRESS <i>(Business Address Acceptable)</i> _____ CITY AND STATE _____ ☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____ DATE(S): ____/____/____ - ____/____/____ AMT: \$_____ <i>(If gift)</i> ▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income ☐ Made a Speech/Participated in a Panel ☐ Other - Provide Description _____ _____ ▶ If Gift, Provide Travel Destination _____ _____

▶ NAME OF SOURCE <i>(Not an Acronym)</i> _____ ADDRESS <i>(Business Address Acceptable)</i> _____ CITY AND STATE _____ ☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE _____ DATE(S): ____/____/____ - ____/____/____ AMT: \$_____ <i>(If gift)</i> ▶ MUST CHECK ONE: ☐ Gift -or- ☐ Income ☐ Made a Speech/Participated in a Panel ☐ Other - Provide Description _____ _____ ▶ If Gift, Provide Travel Destination _____ _____

Comments: _____

Print

Clear

Instructions – Schedule E

Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are not required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- **Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for her travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which she is not providing services are likely considered gifts. Note that the same payment from a 501(c)(3) would NOT be reportable.

▶ NAME OF SOURCE (Not an Acronym)	
Health Services Trade Association	
ADDRESS (Business Address Acceptable)	
1230 K Street, Suite 610	
CITY AND STATE	
Sacramento, CA	
☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
Association of Healthcare Workers	
DATE(S):	AMT: \$ 550.00
(If gift)	
▶ MUST CHECK ONE: ☐ Gift -or- ☒ Income	
☐ Made a Speech/Participated in a Panel	
☒ Other - Provide Description Travel reimbursement for board meeting.	
▶ If Gift, Provide Travel Destination	

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as his meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose. Thus, Mayor Kim must report the gift of travel,

▶ NAME OF SOURCE (Not an Acronym)	
Chengdu Municipal People's Government	
ADDRESS (Business Address Acceptable)	
2 Caoshi St, CaoShiJie, Qingyang Qu, Chengdu Shi,	
CITY AND STATE	
Sichuan Sheng, China, 610000	
☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE	
DATE(S):	AMT: \$ 3,874.38
(If gift)	
▶ MUST CHECK ONE: ☒ Gift -or- ☐ Income	
☐ Made a Speech/Participated in a Panel	
☒ Other - Provide Description Travel reimbursement for trip to China.	
▶ If Gift, Provide Travel Destination	
Sichuan Sheng, China	

but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2021-2022, the gift limit increased to \$520 from a single source during a calendar year. In 2019 and 2020, the gift limit was \$500 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original “wet” signature unless filed with a secure electronic signature. (See page 3 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as “acting,” “interim,” or “alternate” must file as if they hold the position because they are or may be performing the duties of the position.

- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse’s income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse’s economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse’s income may not have to be reported. Contact the FPPC for more information.
- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of “doing business in the jurisdiction” is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.

Questions and Answers

Continued

- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.
- Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?
- A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.
- Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?
- A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.
- Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?
- A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.
- Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?
- A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

- Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?
- A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.
- Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?
- A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 14.)

Questions and Answers Continued

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My husband is a partner in a four-person firm where all of his business is based on his own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your husband's investment in the firm is 10% or greater, disclose 100% of his share of the business on Schedule A-2, Part 1 and 50% of his income on Schedule A-2, Parts 2 and 3. For example, a client of your husband's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.

Questions and Answers

Continued

Gift Disclosure

- Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?
- A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.
- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2021 the gift limit was \$520, so the Bensons may have given the supervisor artwork valued at no more than \$1,040. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.

OATH OF OFFICE

STATE OF CALIFORNIA

COUNTY OF MENDOCINO

FOR THE OFFICE OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Director, Ukiah Valley Basin Groundwater Sustainability Agency

Subscribed and sworn to before me this

____ day of _____, _____

_____, Deputy County Clerk



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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GSA Administration Staff Report

Item No.	4b
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Governor's COVID-19 State of Emergency
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive a status update from GSA Staff on the pending repeal of the Governor's COVID-19 State of Emergency and what that means for future Board meetings. GSA Staff will provide outline of plan for the Boards consideration to discuss and provide input. Board direct GSA Staff to finalize the plan to conduct future meetings once the Governor's COVID-19 State of Emergency is repealed and upon completion of the plan, share the plan with the Board.

Background

On September 16, 2021, Governor Gavin Newsom signed California Assembly Bill 361 (AB 361) into law, as an urgency bill effective immediately. AB 361 permits legislative bodies of state and local entities, such as public retirement boards, to continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference), during a proclaimed state of emergency, without having to meet the quorum, posting, access and other requirements of traditional teleconference meetings under the Ralph M. Brown Act, Gov't Code sections 54950–54963 (Brown Act) open meeting laws. Legislative bodies may continue to meet virtually pursuant to AB 361 until the end of the current state of emergency and during any future state of emergency, up until January 1, 2024.

There have been recent reports that the Governor Gavin Newsom intends to repeal AB 361 before the sunset date of January 1, 2024 as early as February 2023. If Governor Gavin Newsom does repeal AB 361 in February 2023, the UVBGSA Board and TAC, both subject to the Brown Act and updated legislation AB 2449, will require members of both the Board and TAC to meet in person that's in compliance with AB 2449. Below contains the legal alert from Kronick (GSA's Counsel):

On September 13, 2022, Governor Gavin Newsom signed Assembly Bill 2449 (AB 2449) into law, amending requirements of the Brown Act relating to teleconference participation of legislative body members during public meetings. AB 2449 will go into effect on January 1, 2023.



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Under AB 2449, the teleconferencing rules enacted by AB 361 remain available during a state of emergency declared by the Governor. AB 2449 adds additional exceptions to the normal teleconference rules, however, that also allows legislative bodies to use teleconferencing without complying with the normal teleconferencing requirements absent a declared state of emergency when a member of the legislative body is unable to attend in person due to “just cause” or due to an “emergency circumstance,” as described in greater detail below.

AB 2449 allows a member of a legislative body to attend meetings remotely without having to identify and open up their teleconference location to the public, under the following circumstances:

- The legislative body member has “just cause” or faces “emergency circumstances” that require them to attend remotely;
- AB 2449 defines “just cause” as any of the following: (1) childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely, (2) a contagious illness that prevents them from attending in person, (3) a need related to a disability not otherwise accommodated, or (4) travel while on official business of the legislative body or another state or local agency;
- The member must notify the legislative body of their need to participate remotely as soon as possible and provide the legislative body a general description of the circumstances relating to their need to appear remotely;
- “Just cause” cannot be used by an official for more than 2 meetings per calendar year.
- AB 2449 defines “emergency circumstances” as a physical or family medical emergency that prevents a member from attending in person;
- The member must request the legislative body allow them to participate remotely due to emergency circumstances as soon as possible and the legislative body must take action to approve that request. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action by majority vote on the emergency circumstances request at the beginning of the meeting;
- The legislative body shall request a general description of the circumstances relating to the member’s need to appear remotely at the given meeting. This description need not exceed 20 words and must not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law.

If a member of a legislative body attends a public meeting remotely, they must participate through both audio and visual technology, and, when action is being taken on an item, they must publicly disclose if someone over the age of 18 is in the room with them and their general relationship to that person.

Members are limited in how often they can remotely participate in public meetings. They cannot participate remotely for a period of more than three consecutive months or 20% of the regular meetings within a calendar year. If the legislative body meets fewer than 10 times a year, they cannot participate remotely in more than 2 regular meetings.



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Under what circumstances can a legislative body use teleconferencing without identifying each teleconference location in the agenda, posting agendas at all teleconference locations, and opening up teleconference locations to the public?

- At least a quorum of the members of the legislative body must participate in person at a single physical location within the legislative body's jurisdiction;
- The legislative body must provide the public a means to observe and participate in the meeting through either a two-way audiovisual platform (like Zoom) or a two-way telephonic service and a live webcasting of the meeting (the classic remote option);
- Whenever notice of the meeting or agenda is posted, it must include information on how to access the meeting and make public comment, whether that be through the in-person or remote option;
- The legislative body may not require public comments to be submitted before the meeting. The public must have an opportunity to address the legislative body in real time; and
- If there is a disruption that prevents the legislative body from broadcasting the meeting or prevents members of the public from offering public comment, the legislative body cannot take further action on the agenda items until remote public access is restored.

While these requirements seem onerous, keep in mind that these provisions are required only if a member of a legislative body is participating due to "just cause" or "emergency circumstances." Legislative bodies may always meet via teleconference by following the traditional Brown Act rules of identifying, posting, and opening up their teleconference locations.

AB 2449 will remain in effect until January 1, 2026.

Fiscal Impact

The GSA Board approved the FY 22/23 Budget at the June 23, 2022 Board meeting. The FY 22/23 incorporates comments and feedback from the May 18, 2022 Workshop and information provided by the previous GSA Administrator, County of Mendocino. The proposed budget for FY 22/23 is presented below in Table 1 and also shows the current income/expenses as of November 1, 2022.

The GSA didn't anticipate the need to conduct in-person and/or hybrid Board and TAC meetings in 2023 due to change in legislation. As such, GSA Staff will evaluate the budget in January 2023 to assess the cost implications, if any, and report to the Board at the March 2023 meeting that's anticipated to be in-person and/or hybrid. It's anticipated that the fiscal impact for two Board and two TAC meetings to take place in-person and/or hybrid will have minimal impact to the budget for FY 22/23, however, it will have a larger impact in FY 23/24 and needs to be accounted for accordingly.



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Table 1 – FY 22/23 Budget and Current Income/Expenses as of November 1, 2022

	FY 22/23	1-Nov-22
Income		
GSA Member Contributions	\$ 275,000	\$ -
FY-End Reserve	\$ 221,486	\$ 221,486
Grants	\$ -	\$ -
Other	\$ -	\$ -
Total Income	\$496,486	\$ 221,486
Expenses		
GSA Administration	\$140,100	\$ 46,404
County Administration	\$ 5,000	\$ -
Annual Workshop	\$ 3,000	\$ -
Board / TAC Meetings	\$ 29,000	\$ 10,899
GSP Implementation Oversight	\$ 9,000	\$ 5,488
Contracts/Fiscal Management	\$ 12,000	\$ 5,895
Stakeholder Outreach/Communication	\$ 18,000	\$ 7,757
As Requested	\$ 4,000	\$ 784
Grant Writing/Management	\$ 35,000	\$ 15,581
Rate and Fee Support	\$ 20,000	\$ -
Website/Email	\$ 5,100	\$ -
Legal Counsel Services	\$ 30,000	\$ 2,177
GSA Administration Advisory	\$ 15,000	\$ 2,177
Changes in Laws / PCR	\$ 10,000	
Rate and Fee Advisory	\$ 5,000	
Litigation	\$ -	
GSP Implementation	\$193,000	\$ 24,016
Monitoring/Data Collection	\$ 78,000	\$ 5,433
Model	\$ 25,000	
Reporting	\$ 20,000	
Misc	\$ 30,000	\$ 18,583
Rate and Fee Study Consultant	\$ 40,000	
Total Expenses	\$363,100	\$ 72,597
Net Income	\$133,386	\$ 148,889
Account Balance	\$133,386	\$ 148,889



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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GSA Administration Staff Report

Item No.	4c
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Amendment to Larry Walker Associates GSA On-Call Contract
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive and consider the proposed amendment and associated letter proposal by Larry Walker Associates for the existing GSA On-Call Services contract that incorporates additional funds to support (1) attendance at Technical Advisory Committee and Board meetings, (2) preparation of the Water Year 2022 Annual Report, and (3) presenting results from Water Year 2022 Annual Report. Board will discuss and provide feedback on Amendment to Larry Walker Associates GSA On-Call Services Contract. Board approve the proposed contract amendment to Larry Walker Associates GSA On-Call Services Contract.

Background

The UVBGSA has been receiving on-call technical services from Larry Walker Associates (LWA) to support the GSA in implementing the GSP. GSA Staff utilized LWA to support the DWR Round 2 SGM Implementation Grant program application which utilized a significant portion of their existing on-call contract budget which is limited to \$25,000. GSA Staff is requesting their contract be amended to increase the budget to support the GSA prepare the annual report, present results from report, attend meetings, and other requested services. QA/QC data collected from monitoring efforts in FY 22/23 and update the database with FY 22/23 data will also be a part of the annual report task.



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The contract amendment to the existing LWA contract has been prepared to include the following additional budget:

Table 1 – Summary of Tasks and Budget for LWA Contract Amendment

Contract Amendment Task	Additional Budget
1. On-Call Tasks – consulting related to implementation or maintenance of monitoring network, assistance with development of documents for grant applications, assistance with interpretation of GSP, attending or leading meetings or presentations, updates to the UVIHM, preparation of GSP annual report, QA/QC of monitoring data and upload to GSA database, and other GSP related consulting services	\$37,500
Total	\$37,500

Please note that amendment tasks related to the preparation of the annual report are expected to be begin immediately upon approval of this amendment.

Article 13.4 of the JPA allows the UVBGSA to contract with private entities for various services to accomplish the purposes of the Agency, subject to approval of the Board of Directors.

A copy of the contract amendment is enclosed for your review and consideration of approval.

Fiscal Impact

The previously approved FY 22/23 budget included funding for reporting, model updates, and miscellaneous GSP implementation work. This contract amendment is not expected to result in an increase in expenses that deviate from the FY 22/23 budget and fits within the FY 22/23 budget.

Attachments

Table 2 – FY 22/23 Budget

Larry Walker Associates Contract Amendment



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Table 2 –FY 22/23 Budget

	FY 22/23
Income	
GSA Member Contributions	\$ 275,000
FY-End Reserve	\$ 221,486
Grants	\$ -
Other	\$ -
Total Income	\$ 496,486
Expenses	
GSA Administration	\$ 140,100
County Administration	\$ 5,000
Annual Workshop	\$ 3,000
Board / TAC Meetings	\$ 29,000
GSP Implementation Oversight	\$ 9,000
Contracts/Fiscal Management	\$ 12,000
Stakeholder Outreach/Communication	\$ 18,000
As Requested	\$ 4,000
Grant Writing/Management	\$ 35,000
Rate and Fee Support	\$ 20,000
Website/Email	\$ 5,100
Legal Counsel Services	\$ 30,000
GSA Administration Advisory	\$ 15,000
Changes in Laws / PCR	\$ 10,000
Rate and Fee Advisory	\$ 5,000
Litigation	\$ -
GSP Implementation	\$ 193,000
Monitoring/Data Collection	\$ 78,000
Model	\$ 25,000
Reporting	\$ 20,000
Misc	\$ 30,000
Rate and Fee Study Consultant	\$ 40,000
Total Expenses	\$ 363,100
Net Income	\$ 133,386
Account Balance	\$ 133,386

**AMENDMENT TO UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY STANDARD SERVICES AGREEMENT NO. 22-02**

This Amendment to Agreement No. 22-02 is entered into this 15th day of December, 2022, by and between the Ukiah Valley Basin Groundwater Sustainability Agency, a political subdivision of the State of California, hereinafter referred to as "UVBGSA" and Larry Walker Associates, hereinafter referred to as "CONSULTANT".

WHEREAS, Agreement No. 22-02 was entered into on June 23, 2022; and

WHEREAS, upon execution of this document by the UVBGSA and the Consultant, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, Page 1 of the contract has been modified as follows:

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES, IN
THE AMOUNT OF \$62,500, FOR ON-CALL CONSULTING SERVICES**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as "UVBGSA", and Larry Walker Associates, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency (JPA), UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency's power; and,

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), UVBGSA is in need of on-call consulting services related to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan; and,

WHEREAS, due to CONSULTANT's knowledge of the Ukiah Valley Basin groundwater conditions, the UVBGSA desires to obtain CONSULTANT for it on-call consulting services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2023.

The compensation payable to CONSULTANT hereunder shall not exceed sixty two thousand and five hundred dollars (\$62,500) for the term of this Agreement.

WHEREAS, Section 19 of the contract has been modified as follows:

19. TERMINATION: UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its on-call consulting services shall not exceed \$62,500 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

WHEREAS, Section 29 of the contract has been modified as follows:

29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSA's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. Only the General Manager or his or her written designee shall have the authority to approve subcontractor(s).
- c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, including the quality of the work of the subcontractors, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
- d. The UVBGSA recognizes that Will Lewis Consulting, LLC, which is owned and operated by Will Lewis, is a subconsultant to the CONSULTANT and is considered for the purposes of this agreement an employee of the CONSULTANT and therefore, the CONSULTANT may delegate work assigned by the UVBGSA to CONSULTANT to Will Lewis Consulting, LLC as the CONSULTANT deems appropriate. This contract modification constitutes prior written approval from the UVBGSA for Will Lewis only.

WHEREAS, EXHIBIT A – DEFINITION OF SERVICES, first bullet has been modified as follows:

1. Groundwater Sustainability Plan (GSP) as requested by UVBGSA including, but not limited to, consulting related to implementation or maintenance of the monitoring network, assistance with development of documents for grant applications, assistance with interpretation of the GSP, attending or leading meetings or presentations, updates to the Ukiah Valley Integrated Hydrological Model, preparation of GSP annual report, QA/QC of monitoring data and upload to GSA database, and other GSP related consulting services as requested by UVBGSA.

WHEREAS, EXHIBIT B – PAYMENT TERMS, first bullet has been modified as follows:

2. The Consultant shall be compensated on a time-and-expense basis not-to exceed sixty two thousand and five hundred dollars (\$62,500) for the term of the Agreement, to be billed in accordance with the Billing Rate Schedule, included as Attachment 1 to Exhibit B. This fee shall not be exceeded without the prior written authorization from the UVBGSA.

All other terms and conditions of Agreement No. 22-02 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UVBGSA BOARD

By: _____
GLENN MCGOURTY, Chair
BOARD OF DIRECTORS

Date: _____

UVBGSA LEGAL COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
HOLLY ROBERSON, LEGAL COUNSEL

Date: _____

CONSULTANT/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONSULTANT:

Larry Walker Associates

1480 Drew Avenue, Suite 100

Davis, CA 95618

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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GSA Administration Staff Report

Item No.	4d
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Amendment to MCRCD GSA Groundwater Monitoring Services Contract
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive and consider the proposed amendment and associated letter proposal by Mendocino County Resource Conservation District existing GSA Groundwater Monitoring Services contract that incorporates additional scope and funds to conduct groundwater water quality sampling of GSA wells within the monitoring network. Board will discuss and provide feedback on Amendment of the Mendocino County Resource Conservation District Groundwater Monitoring Services Contract. Board approve the proposed contract amendment to Mendocino County Resource Conservation District Groundwater Monitoring Services Contract.

Background

The UVBGSA has been receiving groundwater monitoring services from Mendocino County Resource Conservation District (MCRCD) to support the GSA in implementing the GSP. GSA Staff utilized MCRCD to conduct groundwater monitoring throughout the basin in FY 22/23. The contract didn't include water quality monitoring that's planned to be completed in FY 22/23 for nitrate and specific conductance. MCRCD doesn't currently have the experience to conduct the water quality monitoring at wells. GSA Staff worked with MCRCD to evaluate several options to acquire the appropriate training. GSA Staff also reviewed the costs for other service providers to conduct the water quality monitoring. GSA Staff is requesting MCRCD's contract be amended to increase the budget to support the GSA collect nitrate and specific conductance samples from groundwater wells to be consistent with the planned water quality monitoring schedule.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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The contract amendment to the existing MCRCD contract has been prepared to include the following additional budget:

Table 1 – Summary of Tasks and Budget for MCRCD Contract Amendment

Contract Amendment Task	Additional Budget
1. Groundwater Elevation Monitoring	\$0
2. Water Quality Monitoring & Training	\$8,716.25
Total	\$8,716.25

Please note that amendment tasks related to the water quality monitoring & training are expected to be begin immediately upon approval of this amendment.

Article 13.4 of the JPA allows the UVBGSA to contract with private entities for various services to accomplish the purposes of the Agency, subject to approval of the Board of Directors.

A copy of the contract amendment is enclosed for your review and consideration of approval.

Fiscal Impact

The previously approved FY 22/23 budget included funding for monitoring/data collection GSP implementation work. This contract amendment is not expected to result in an increase in expenses that deviate from the FY 22/23 budget and fits within the FY 22/23 budget.

Attachments

Table 2 – FY 22/23 Budget

Mendocino County Resource Conservation District Contract Amendment

Blaine Tech Quote



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Table 2 –FY 22/23 Budget

	FY 22/23
Income	
GSA Member Contributions	\$ 275,000
FY-End Reserve	\$ 221,486
Grants	\$ -
Other	\$ -
Total Income	\$ 496,486
Expenses	
GSA Administration	\$ 140,100
County Administration	\$ 5,000
Annual Workshop	\$ 3,000
Board / TAC Meetings	\$ 29,000
GSP Implementation Oversight	\$ 9,000
Contracts/Fiscal Management	\$ 12,000
Stakeholder Outreach/Communication	\$ 18,000
As Requested	\$ 4,000
Grant Writing/Management	\$ 35,000
Rate and Fee Support	\$ 20,000
Website/Email	\$ 5,100
Legal Counsel Services	\$ 30,000
GSA Administration Advisory	\$ 15,000
Changes in Laws / PCR	\$ 10,000
Rate and Fee Advisory	\$ 5,000
Litigation	\$ -
GSP Implementation	\$ 193,000
Monitoring/Data Collection	\$ 78,000
Model	\$ 25,000
Reporting	\$ 20,000
Misc	\$ 30,000
Rate and Fee Study Consultant	\$ 40,000
Total Expenses	\$ 363,100
Net Income	\$ 133,386
Account Balance	\$ 133,386

**AMENDMENT TO UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY STANDARD SERVICES AGREEMENT NO. 22-03**

This Amendment to Agreement No. 22-03 is entered into this 15th day of December, 2022, by and between the Ukiah Valley Basin Groundwater Sustainability Agency, a political subdivision of the State of California, hereinafter referred to as "UVBGSA" and Mendocino County Resource Conservation District, hereinafter referred to as "CONSULTANT".

WHEREAS, Agreement No. 22-03 was entered into on June 15, 2022; and

WHEREAS, upon execution of this document by the UVBGSA and the Consultant, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, Page 1 of the contract has been modified as follows:

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH MENDOCINO COUNTY
RESOURCE CONSERVATION DISTRICT, IN THE AMOUNT OF \$39,092.25 FOR
GROUNDWATER MONITORING SERVICES THROUGH JUNE 30, 2023**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as “UVBGSA”, and Mendocino County Resource Conservation District, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and,

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), UVBGSA is in need of groundwater level and water quality monitoring services related to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan; and,

WHEREAS, due to CONSULTANT’s in-depth knowledge of the Ukiah Valley Basin groundwater conditions, UVBGSA desires to obtain CONSULTANT for its groundwater level and water quality monitoring services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through June 30, 2023.

The compensation payable to CONSULTANT hereunder shall not exceed Thirty Nine Thousand Ninety-two Dollars and Twenty-Five Cents (\$39,092.25) for the term of this Agreement.

WHEREAS, Section 19 of the contract has been modified as follows:

19. TERMINATION: UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Groundwater Monitoring Services shall not exceed \$39,092.25 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

WHEREAS, EXHIBIT A – DEFINITION OF SERVICES has been modified as follows:

ATTACHMENT 1 TO EXHIBIT A

**Groundwater Monitoring and Coordination
Ukiah Valley Basin Groundwater Sustainability Agency
FY 22-23 SCOPE OF WORK AND BUDGET**

Mendocino County Resource Conservation District (MCRCD) will provide the Ukiah Valley Basin Groundwater Sustainability Agency (GSA) with groundwater monitoring and reporting for 26 wells identified in the Groundwater Sustainability Plan according to a schedule created for the GSA by consultants Larry Walker Associates (LWA). MCRCD will also coordinate as needed with LWA and attend GSA and GSA Technical Advisory Committee (TAC) meetings.

In addition, MCRCD will assist with one-time nitrate and specific conductance sampling of nine wells, including hiring, contracting with, and getting trained in the technique by Blain Tech; delivering the nitrate and specific conductance samples to Alpha Labs; and receiving and submitting the results.

Scope of Work:

Task 1: Well Monitoring and Reporting for 26 wells: 22 monthly, 4 twice a year

MCRCD will conduct monthly groundwater elevation monitoring of twenty-two (22) wells and Spring/Fall monitoring of four (4) wells. The monitoring schedule is detailed in Table 1, below. Activities will include:

- Communication with well owners to arrange visits and answer questions
- Manual groundwater elevation monitoring
- Updates to records/general record-keeping
- Reporting of data to GSA (monthly data reporting and quarterly reports)
- Attendance at GSA and GSA Technical Advisory Committee meetings
- Coordination with consultants regarding the status of wells, telemetry equipment and assistance with equipment problems
- Bookkeeping

Deliverables:

1. Monthly reporting of groundwater elevation data to GSA
2. Quarterly reports on the progress of the data collection
3. Attendance at GSA and GSA TAC meetings

Task 2: Assist with and receive training for one-time nitrate and specific conductance sampling at nine wells

MCRCD will assist with one-time nitrate and specific conductance sampling on UVBGSA 1a,b,c; UVBGSA 5; UVBGSA 6a,b,c,d; and UVBGSA 7, including training on the low-flow sampling technique by Blain Tech and delivery of the samples to the lab.

Activities will include:

- Hire, contract with, and communicate with Blain Tech to arrange for monitoring
- Create records, including approval from landowners for installation of the permanent tubing
- Assist with and receive training in nitrate and specific conductance sampling via the low-flow technique
- Collect the samples in ice and deliver them to Alpha Labs
- Receive and report the results to the GSA
- Bookkeeping

Deliverables:

1. Results of one-time nitrate and specific conductance sampling from nine wells

Wells for Nitrate and specific conductance Monitoring

UVBGSA-1a

UVBGSA-1b

UVBGSA-1c

UVBGSA-5

UVBGSA-6a

UVBGSA-6b

UVBGSA-6c

UVBGSA-6d

UVBGSA-7

Budget

UVBGSA Groundwater Elevation Monitoring 7/1/22-6/30/23				
Task 1: Groundwater Elevation Monitoring for 26 wells: 22 monthly, 4 twice a year				
	Qty	Unit Type	Rate	Amt
Communication with well owners	18	hours	\$ 100.00	\$ 1,800.00
Monitoring	156	hours	\$ 100.00	\$ 15,600.00
Updating records	26	hours	\$ 100.00	\$ 2,600.00
Reporting: monthly data and quarterly reports	30	hours	\$ 100.00	\$ 3,000.00
GSA and GSA TAC Meetings	36	hours	\$ 100.00	\$ 3,600.00
Coordination with consultants	24	hours	\$ 100.00	\$ 2,400.00
Bookkeeping	10	hours	\$ 100.00	\$ 1,000.00
Mileage (50 miles/monitoring event x 12 months)	600	miles	\$ 0.585	\$ 351.00
Misc - field supplies	1	lump sum	\$ 25.00	\$ 25.00
Subtotal Task 1 Groundwater Elevation Monitoring				\$ 30,376.00
Task 2: Water Quality Monitoring & Training for nine (9) wells (UVBGSA-01a,b,c; UVBGSA-06a,b,c,d; UVBGSA-05; and UVBGSA-07): one time only				
	Quantity	Unit Type	Rate	Amt
Monitoring prep (contracting and coordination with Blain Tech, permission from landowners, creating records and data sheets)	9	hours	\$ 115.00	\$ 1,035.00
Monitoring (9 wells, 9 samples, 2 people)*	52	hours	\$ 115.00	\$ 5,980.00
Alpha Labs analyses (2022 prices: \$120 each + \$35 one time setup fee)**	1	lump sum	\$ 1,115.00	\$ 1,115.00
Reporting and record-keeping	2	hours	\$ 115.00	\$ 230.00
Mileage	90	miles	\$ 0.625	\$ 56.25
Equipment (ice chest, ice, labels, forms)	1	lump sum	\$ 100.00	\$ 100.00
Bookkeeping	2	hours	\$ 100.00	\$ 200.00
Subtotal Task 2 Nitrate Monitoring				\$ 8,716.25
TOTAL				\$ 39,092.25
*The 26 hours for monitoring is based on Blain Tech's estimate of the time required.				
**Alpha Labs charges \$40 for specific conductivity, \$75 + \$5 handling fee for nitrate for a total of \$120 per sample.				

WHEREAS, EXHIBIT B – PAYMENT TERMS, first bullet has been modified as follows:

1. CONSULTANT shall be compensated on a time-and-expense basis, not to exceed Thirty Nine Thousand Ninety-two Dollars and Twenty-Five Cents (\$39,092.25), in accordance with the proposed FY 22-23 Groundwater Monitoring Budget, included as Attachment 1 to Exhibit B. This fee shall not be exceeded without the prior written authorization from COUNTY.

WHEREAS, ATTACHMENT 1 TO EXHIBIT B has been modified as follows:

UVBGSA Groundwater Elevation Monitoring 7/1/22-6/30/23				
Task 1: Groundwater Elevation Monitoring for 26 wells: 22 monthly, 4 twice a year				
	Qty	Unit Type	Rate	Amt
Communication with well owners	18	hours	\$ 100.00	\$ 1,800.00
Monitoring	156	hours	\$ 100.00	\$ 15,600.00
Updating records	26	hours	\$ 100.00	\$ 2,600.00
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Misc - field supplies	1	lump sum	\$ 25.00	\$ 25.00
Subtotal Task 1 Groundwater Elevation Monitoring				\$ 30,376.00
Task 2: Water Quality Monitoring & Training for nine (9) wells (UVBGSA-01a,b,c; UVBGSA-06a,b,c,d; UVBGSA-05; and UVBGSA-07): one time only				
	Quantity	Unit Type	Rate	Amt
Monitoring prep (contracting and coordination with Blain Tech, permission from landowners, creating records and data sheets)	9	hours	\$ 115.00	\$ 1,035.00
Monitoring (9 wells, 9 samples, 2 people)*	52	hours	\$ 115.00	\$ 5,980.00
Alpha Labs analyses (2022 prices: \$120 each + \$35 one time setup fee)**	1	lump sum	\$ 1,115.00	\$ 1,115.00
Reporting and record-keeping	2	hours	\$ 115.00	\$ 230.00
Mileage	90	miles	\$ 0.625	\$ 56.25
Equipment (ice chest, ice, labels, forms)	1	lump sum	\$ 100.00	\$ 100.00
Bookkeeping	2	hours	\$ 100.00	\$ 200.00
Subtotal Task 2 Nitrate Monitoring				\$ 8,716.25
TOTAL				\$ 39,092.25
*The 26 hours for monitoring is based on Blain Tech's estimate of the time required.				
**Alpha Labs charges \$40 for specific conductivity, \$75 + \$5 handling fee for nitrate for a total of \$120 per sample.				

All other terms and conditions of Agreement No. 22-03 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UVBGSA BOARD

By: _____
GLENN MCGOURTY, Chair
BOARD OF DIRECTORS

Date: _____

UVBGSA LEGAL COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
HOLLY ROBERSON, LEGAL COUNSEL

Date: _____

CONSULTANT/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONSULTANT:

Mendocino County Resource Conservation District

410 Jones St. Suite C-3

Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

BLAINE

TECH SERVICES INC.

GROUNDWATER SAMPLING SPECIALISTS
SINCE 1985

November 21, 2022

Deborah Stanger Edelman
Water Program Manager/Senior Project Manager
Mendocino County Resource Conservation District
410 Jones St., Suite C-3
Ukiah, CA 95482

RE: Proposal for Groundwater Sampling Services in Mendocino:

Thank you for the opportunity to provide groundwater sampling services at the project site referenced above. The following is a description of the project requirements, as we understand them, and their associated costs.

Field Services (Groundwater Monitoring)	Unit Price	Total
• Technician/Vehicle Hourly Rate (26)	\$125/hr	\$3250
• Provide YSI Pro Plus with Flow Cell (or equivalent) (2)	\$125/day	\$250
• Provide 1/4" x 1/4" HDPE Bonded Tubing (1000ft)	\$0.56/ft	\$576
• Provide QED Bladder Pump and Controller	\$100/week	\$100
• Provide SS Grab Plates and PE Bladder (9)	\$22/well	\$188
• Technician Hotel and Per Diem	\$155/night	\$310
	Total	\$4684

Assumptions

- BLAINE will provide one Sampling Technician in one Sampling Vehicle to complete project.
- All work will be performed at the hourly rate shown above and billed Portal to Portal from the BLAINE Sacramento or San Jose office.
- All purge and rinsate water will be offloaded onsite or to ground.
- BLAINE submission to Mendocino County will be field data sheets only.

For clarification of any of these details, please call me at (310) 885-4455 x 103.

Sincerely,



Bart Gebbie
Vice President



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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GSA Administration Staff Report

Item No.	4e
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Grant Funding Opportunities and Project Management Actions
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive update on DWR Round 2 Grant Application status and overview of proposed projects and next steps for consideration with regard to management of the DWR Round 2 Grant and pursuit of other grant opportunities. Board direct GSA staff to research and track all applicable funding opportunities that may augment GSA funds and report out on funding opportunities at the next Board meeting. Board direct the GSA Grant Ad-Hoc Committee to work with GSA Staff to identify which DWR Round 2 Grant Application project components should be competitive and guide the development of Requests For Proposals (RFP) for those project components.

Background

On September 8th, 2022, the UVBGSA Board directed GSA Staff to prepare a letter proposal for West Yost, in cooperation with Larry Walker Associates (LWA) through their existing on-call contract with the GSA to provide technical support, to prepare and submit a GSA grant application for the DWR Round 2 SGM Implementation Grant, and for the Board Chair to appoint an Ad-Hoc to guide the proposal and application process. The grant application was originally due on November 30, 2022, but the grant deadline was moved to December 16th. The Board Chair has since formed a Grant Ad-Hoc Committee (Committee) consisting of two Board members, two TAC members, GSA Staff, and LWA staff. The Committee approved West Yost's proposal in October 2022 and since then, West Yost and LWA have worked with the Committee to develop the grant application.

The Committee is currently reviewing the draft grant project workplans and will be submitting comments by the end of day on December 8th, 2022 to West Yost. West Yost is currently finishing up the remaining grant required attachments and documentation for submission. West Yost will address comments and finalize draft grant project work plans (Attachment 3) and figures (Attachment 4) by December 13.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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GSA Staff and the Committee will meet on December 13 to finalize approval of the grant application for submission. GSA Staff will then submit the final grant application by the due date on December 16.

The following table summarizes the grant projects that will be included in the grant, the cost estimate to complete the project, the benefits, type of benefit, and ranked in order of priority:



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Table 1: Ukiah Valley Basin GSA DWR Round 2 SGM Implementation Grant Application Grant Projects Summary Table

Grant Projects	Cost Estimate	Benefits	Benefit Type	Project Prioritization
GSP Updates	\$1.39M	Update GSP, incorporate other project component data	Near term & long term	1
Rate and Fee Study	\$0.27M	Mechanism to fund implementation of GSP	Near term & long term	2
Interconnected Surface Water	\$0.65M	Data gap filling, direct feed into GSP updates, SMCs UPDATE	Near term & long term	3
Recharge Project	\$1.89M	Data gap filling, develop basin recharge master plan, pilot recharge projects	Near term & long term	4
Groundwater Well Inventory	\$0.45M	Data gap filling, direct feed into GSP updates	Near term & long term	5
Water Supply Reliability Study	\$0.58M	Data gap filling, determine resiliency of water supplies, better understand PVP/no PVP impacts, direct feed into GSP updates	Long term	6
Grant Admin	\$0.39M	Cost for GSA staff to manage grant funds. NOTE: project costs above also have funds for GSA staff/consultants to manage the projects	NA	NA
Total	\$5.62M			



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Once the application is submitted in December, the GSA anticipates receiving notice from DWR if the GSA is preliminarily awarded funds for all or specific projects that were included in our grant application as early as May 2023. Between December 2022 and potential notice of preliminary award expected in May 2023, GSA staff will research and track all applicable funding opportunities that may augment GSA funds and report out on funding opportunities at the March 2023 Board meeting. GSA Staff will also work with the Grant Ad-hoc Committee to identify which DWR Round 2 Grant Application project components should be competitive and guide the development of Requests For Proposals (RFP) for those project component. Development of RFPs for the grant components are included in the scope of work for each of the projects included in the grant and therefore, is eligible for reimbursement from the grant.

Fiscal Impact

The FY 22/23 budget that was approved on June 23, 2022 includes \$50,000 for the GSA to pursue grant opportunities. Time for GSA staff to research other applicable funding opportunities that may augment GSA funds and work with the Grant Ad-hoc Committee to identify which DWR Round 2 Grant Application project components should be competitive and guide the development of Requests For Proposals (RFP) for those project components is estimated to cost up to \$15,000 for the remainder of FY 22/23 and the current budget supports this effort.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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GSA Administration Staff Report

Item No.	4f
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Rate and Fee Study RFP Review
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive a presentation on the proposed Rate and Fee Study RFP. Board will discuss and provide feedback on the Rate and Fee Study RFP. Board direct GSA staff to release Rate and Fee Study RFP at the beginning of the new year and facilitate proposal review, interviews, selection, award, and final contract negotiations.

Background

At the Board meeting on June 23, 2022, GSA Staff presented to the Board a conceptual timeline for a rate and fee study to be implemented and how much additional GSA Staff time is recommended to facilitate the rate and fee study stakeholder outreach and engagement, meetings, and manage the rate and fee study consultant.

At the Board meeting on September 8th, 2022, the UVBGSA Board approved the contract amendment to West Yost's (WY) GSA Administration Services Contract which provides scope and budget related to rate and fee facilitation support and management discussed at the June 23, 2022 Board meeting. The UVBGSA Board also directed GSA Staff to prepare an RFP to conduct a rate and fee study to be ready for release once grant funds have been applied for and a proper date has been agreed upon to pursue the rate and fee study and release the RFP in anticipation of grant funds. GSA Staff are anticipated to submit the grant application for the DWR Round 2 SGM Implementation Grant Program by December 16, 2022.

GSA Staff have prepared the RFP for the Rate and Fee Study which reflects the scope of work that was used effectively by the Sonoma County GSA's to conduct their rate and fee study. The RFP is proposed to be released on January 2, 2023 with the goal of obtaining a rate and fee consultant under contract by the March 2023 Board meeting



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Fiscal Impact

The FY 22/23 budget that was approved on June 23, 2022 includes \$60,000 for the GSA to conduct the rate and fee study, however, the GSA intends to use grant funds, if awarded, to fund the rate and fee study. In the event the GSA doesn't receive grant funds to fund the rate and fee study, the GSA intends to pursue the rate and fee study using its own funds starting July 2023. The GSA has \$100,000 available to pursue the rate and fee study. The rate and fee study is expected to cost at least \$160,000 for the rate and fee consultant and GSA staff to complete the rate and fee study.

Attachment

Table 2 – FY 22/23 Budget

RFP UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY DATA REVIEW, FEE ANALYSIS, AND RATE SETTING SERVICES



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

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Table 2 –FY 22/23 Budget

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Net Income	\$ 133,386
Account Balance	\$ 133,386

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

2020 Research Park Drive #100 ♦ DAVIS, CA 95618 ♦ (530) 322-5553

REQUEST FOR PROPOSAL (RFP)

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
DATA REVIEW, FEE ANALYSIS, AND RATE SETTING SERVICES**

RFP No.	UVBGSA 23-01
RFP Issue Date:	January 2, 2023
RFP Submission Deadline:	February 7, 2023
Issued by:	Erik Cadaret

REQUEST FOR PROPOSAL

DATA AND FEE ANALYSIS AND RATE SETTING FOR PUBLIC AGENCIES UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

RFP No.	UVBGSA 23-01
RFP Issue Date:	January 2, 2023
RFP Submission Deadline:	February 7, 2023

I. INTENT

This Request for Proposal (RFP) announces the intent of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) to procure the services of qualified consultants and/or a firm, with experience in data and fee analysis and rate setting for public agencies. The UVBGSA is primarily interested in consultants with experience in relation to setting fees and rates pursuant to Propositions 26 and 218, specifically as they relate to the Sustainable Groundwater Management Act (SGMA).

II. DEFINITIONS

UVBGSA – The Ukiah Valley Basin Groundwater Sustainability Agency.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a UVBGSA contract.

CONTRACTOR – A vendor who signs a contract with the UVBGSA to perform services.

III. BACKGROUND

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) is the sole Groundwater Sustainability Agency (GSA) for the Ukiah Valley Groundwater Basin (Basin) located in Mendocino County. UVBGSA consists of the County of Mendocino, the City of Ukiah, the Upper Russian River Water Agency, and the Russian River Flood Control and Water Conservation Improvement District (RRFC). The Board of the UVBGSA also includes representation from Agricultural interests and Tribal Government. The UVBGSA developed its Groundwater Sustainability Plan (GSP) in accordance with SGMA. The purpose of the GSP is to provide a roadmap of the process to achieve sustainable groundwater management, as defined by SGMA, in the Basin.

SGMA is a three-bill legislative package comprised of Assembly Bill (AB) 1739 (Dickinson), Senate Bill (SB) 1168 (Pavley), and SB 1319 (Pavley) signed into law in 2014 and codified in Section 10720 of the California Water Code. SGMA took effect on January 1, 2015 and California for the first time in its history had a framework for sustainable, locally led groundwater management. Under SGMA,

the Department of Water Resources (DWR) published Bulletin 118 ranking all of the groundwater basins in California. The Ukiah Valley Basin was designated a medium priority basin and SGMA regulations state all overdrafted basins designated medium priority must form a GSA and be managed according to a GSP by January 31 of 2022 ensuring sustainable management of groundwater for future generations. The UVBGSA's GSP, which was submitted by the January 2022 deadline, is the result of years of collaborative effort to understand the Basin by local water agencies, regulating bodies, technical experts, and tribal and agricultural stakeholders that all prioritize preserving the health of the Basin.

SGMA expands the role of DWR to support local implementation of GSPs and allows for intervention by the State Water Resources Control Board (SWRCB) at specific points throughout the process if local agencies are not willing or able to manage groundwater sustainably. In addition to the Assembly Bill and two Senate Bills, SGMA is implemented via the "emergency regulations" (adopted by the DWR and incorporated into the California Code of Regulations, Sections 350 – 354.4) and a number of other guidance documents. SGMA required critically-overdrafted high and critically-overdrafted medium priority basins to be managed under a GSP by January 31, 2020, and all other groundwater basins designated as high or medium priority basins to be managed under a GSP by January 31, 2022. Additionally, SGMA requires demonstrated sustainability within 20 years of GSP implementation, and continued sustainability through the 50-year planning and implementation horizon.

Groundwater is a key driver of economic activity within California and supports nearly one-third of all activities within the state including a robust agricultural industry, to which Mendocino County contributes 320 million dollars of agricultural products as of 2018. The Basin is in the south-east corner of Mendocino County and is home to City of Ukiah, the County seat. The Basin as of 2010 had a population of 32,262 people. In normal years, the primary sources of water in the Basin are diversions of surface water from the Russian River and releases from Lake Mendocino; the remaining demand is supplied from groundwater. There has been no chronic decline noted in the groundwater levels of the Basin even after extensive use during drought years. The majority of water in the Basin is supplied in normal years from the Russian River and distributed by a few major water purveyors that also operate pumping and recharge wells. The work done by the UVBGSA safeguards water supply and water quality within the Basin. However, the location of the Basin as part of the Upper Russian River Watershed puts it in a position to protect downstream groundwater and overall water system health not only for Mendocino County but also for Sonoma and Napa Counties.

In June of 2017, the UVBGSA notified the public of its intent to form a GSA. In July of 2018, the UVBGSA filed the initial notification with DWR to initiate development of a GSP for the Ukiah Valley Groundwater Basin. In January of 2022, the GSP was submitted to DWR for review.

In Mendocino County, the County's environmental health department issues all well permits. Many of these permits are in a paper format. No prior rate studies have been performed in the Basin for the UVBGSA. However, prior rate studies have been performed in nearby groundwater basins in the north coastal region (e.g. Santa Rosa Plain).

The UVBGSA seeks to be self-funded by the users of groundwater or by property owners in the Basin rather than relying solely on contributions from GSA member agencies.

The UVBGSA submitted a grant application to DWR in response to the Round 2 SGM Implementation Grant Program solicitation in December 2022. The rate and fee study scope of work described in this RFP was included in the UVBGSA's grant application and the UVBGSA anticipates receiving notice of award of the grant in August 2023. If the grant is awarded to the GSA, the work described in the RFP may be grant funded and therefore subject to reimbursement. This may impact the timing of when the work will start and how invoices by the rate and fee study consultant may be reimbursed.

IV. SCOPE OF WORK

Although the following list is not intended to be exclusive, the consultant is expected to provide the services listed below:

- Review of any relevant previous rate and fee studies conducted by neighboring agencies;
- Review of any relevant local or regional groundwater user fees, if any;
- Review of and recommendation for improving existing databases regarding groundwater users and uses;
- Update and/or development of parcel specific databases regarding groundwater users and uses;
- Review of current fees and rates by other California GSAs (e.g. Santa Rosa Plain, Sonoma Valley, Petaluma Valley, etc.);
- Evaluation of fee/rate alternatives;
- Gather and incorporate feedback and input of the GSA member agencies and other Board and Technical Advisory Committee (TAC) members;
- Development of fee/rate schedules to fund the costs of implementation of the GSP and ongoing administration of the UVBGSA.
- Development of a legally compliant rate and fee study report detailing available and legally valid options and methods, and preparation for presentations to the TAC, Board, and community via public meetings.

V. REQUESTS FOR PROPOSALS**A. Inquiries**

All inquiries by interested consultants and/or firms concerning this Request for Proposal (RFP) must be directed in writing to UVBGSA staff at 2020 Research Park Dr #100, Davis, CA 95618. **All inquiries must be received no later than noon on Tuesday, January 24, 2023.** Responses to all inquiries will be posted on the UVBGSA's website on Friday, January 27, 2023.

B. Proposal Submission

Vendor should submit one (1) signed original and one (1) copies of their proposals with all attachments. Additionally, consultant and/or firm shall provide UVBGSA with an electronic copy sent to Mr. Erik Cadaret at ecadaret@westyost.com. Please mark the original as the "Master Copy." The Master Copy will be used to resolve any discrepancies between the copies. All proposals will be retained by the UVBGSA upon submission. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "UVBGSA RFP No. 23-01", and delivered by 2:00 p.m. on February 7, 2023 to:

Mr. Erik Cadaret
General Manager, UVBGSA
2020 Research Park Dr #100
Davis, CA 95618

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered. Note: The unauthorized use of the UVBGSA's official logo is strictly prohibited.

C. Qualifications

1. Consultant/Firm's Background and Experience
 - i. Discussion of the consultant/firm's experience in water rate and fee studies, cost of service analysis, and rate design services for agencies of similar size, and services provided.

- ii. Discussion of the firm's experience working with other GSAs, and services provided.
 - iii. Experience and qualifications of project manager and key project staff
 2. Consultant/Firm's Data Analysis and Database Development Experience
 - i. Discussion of the consultant/firm's experience in data analysis and database development for agencies of similar size and in communities with similar composition of groundwater users.
 - ii. Discussion of the consultant/firm's preferred software for data analysis and database development.
 - iii. Discussion of the consultant/firm's GIS capabilities and experience.
 - iv. Discussion of the consultant/firm's experience addressing the needs of agencies with data gaps.
 3. Experience with 5-year Revenue Requirement Projections for Recently Formed Agencies
 - i. Discussion of consultant/firm's experience with short to mid-range financial planning for new public agencies and development of fees/rates to cover projected expenses of new public agencies.
 4. Experience with Proposition 26 and 218 Compliant Fees and Rates
 - i. Demonstrate experience with development of fee-based rates.
 - ii. Demonstrate experience with development of "tax"-based rates.
 5. Experience with Fee and Rate Design and Implementation
 - i. Discussion of experience working with Board, technical advisory committee and stakeholders in the fee and rate design process.
 - ii. Experience with creating compelling community outreach information pertaining to new fees and rates.
 6. Additional pertinent information the Agencies should consider.
 7. Ability to perform work subject to the tentative schedule outlined in Section V(D).

D. Proposal Format and Content

Each proposal shall include at a minimum, the following information in this format:

1. Cover letter (2 pages max) that includes:
 - i. The signature of the individual who is authorized to contractually bind the firm.
 - ii. The name, title, address, telephone number and email address of the individual to whom correspondence and

- other contacts should be directed during the selection process.
- iii. The legal name of the consulting firm.
 - iv. Convey a clear understanding of the requirements and objectives, and why the respondent is uniquely qualified to be awarded a contract
 - v. A brief narrative of the consultant and/or firm's background and history.
2. Description of qualifications that includes:
 - i. The consultant and/or firm's responses to items outlined in Section V(C).
 - ii. Any additional information UVBGSA would need to know in terms of assessing the consultant and/or firm's qualifications and experience.
 3. Proposed Respondent Team
 - i. The statement of qualifications shall identify the Project Manager who will be primarily responsible for providing services to the Agencies, and other staff to be assigned to the team. Please include the qualifications, training, and certifications of the Project Manager, and all other staff who will perform the services outlined herein. Include a resume for each, listing education, experience, and expertise in this type of work.
 4. Proposed Scope of Work
 - i. Submit a proposed scope of work and schedule that demonstrates how the consultant would proceed with the work within the timeframe specified, the proposed project elements, tentative list of data needs, opportunities for technical advisory committee and Board participation, and approach to inclusive community outreach and engagement
 5. Schedule
 - i. Submit a schedule that demonstrates the ability to perform work subject to the following schedule:
 - March 2022 – Work with GSA staff and Board to create and finalize scope of services and total compensation
 - June 2023 – Commence work
 - June 2023 to June 2024 – Proceed with work including significant input from Board, TAC, Public, Tribal Governments, and GSA Staff
 - September 2024 – Final report and recommendations to Board
 6. Cost proposal
 - i. Submit a cost proposal that includes a schedule of all hourly rates for all classifications of positions and any other costs or expenses necessary to carry out data review, fee

analysis and rate setting services for the UVBGSA (this would include hourly rates for any proposed team members) and a cost estimate to attend up to 14 public meetings assumed to be 2 hours each.

7. Conflicts
 - i. This section should identify whether respondent anticipates it would need to obtain conflict waivers from any existing clients and how respondent anticipates addressing any potential conflicts with respect to any member agencies and/or between GSAs.
8. References
 - i. The names, addresses, and telephone numbers of three (3) public agency clients who have contracted with the Respondent for services similar to those described in this RFP within the last five years.
9. Payment
 - i. The UVBGSA encourages all vendors to participate in our ePayables program as our preferred payment method. The UVBGSA's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment D- Sample UVBGSA Contract).

VI. SELECTION PROCESS AND CRITERIA

A. Evaluation of Proposals

Proposals will be evaluated based on the following:

- a. Experience and demonstrated competence of the identified key areas of service outline in Section V(C).
- b. References recommendations.
- c. Comprehensive scope of work, schedule, and cost proposal.
- d. Thoroughness of submission.
- e. Office location, accessibility, and commitment to attend UVBGSA meetings if required to be in person.

The top candidates will be contacted no later than February 21, 2023. Additional information may be requested from top ranking candidates and UVBGSA reserves the right to select the vendor that will best serve UVBGSA's needs, as determined by the Board of Directors.

B. Selected General Terms of the Agreement

If a contract cannot be negotiated with a selected vendor for any reason, UVBGSA reserves the right to select another vendor. In submitting a proposal, the vendor is representing that it possesses the applicable

licenses and qualifications to perform the services requested in the state of California.

The fees and costs offered by the vendor is considered to be a **firm offer** for the scope of services described in Section V and may not be altered after receipt by the UVBGSA (this does not foreclose the potential to renegotiate fees and costs at a later date once the vendor is retained).

Any vendor selected will be considered an independent contractor.

If selected, the vendor would be required to produce evidence of adequate malpractice insurance. The vendor would be required to maintain such insurance throughout their/its relationship with the UVBGSA.

Even if selected, UVBGSA reserves the right to terminate any agreement reached with the selected vendor at any time and in any appropriate manner.

VII. AWARD AND CONTRACT INFORMATION

- A. The UVBGSA hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded a full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, gender, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The UVBGSA reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the UVBGSA to do so. The UVBGSA will select the Vendor whose proposal is determined by the UVBGSA to be the most responsive and responsible proposal and of the best advantage to the citizens of the Ukiah Valley Basin. The UVBGSA shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the UVBGSA, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment D. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment B). If no

exceptions are noted, the UVBGSA will understand that the Vendor agrees to the terms and conditions as stated in the contract.

- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that UVBGSA may deem necessary to determine the Vendor's qualifications. Should any of the information requested by UVBGSA be considered by the Vendor to be confidential, it must be so stated. UVBGSA will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, UVBGSA cannot ensure such confidentiality.

G. Open Procurement

- 1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The UVBGSA's objective is to clarify all purchase options.]
- 2. UVBGSA reserves the right to negotiate changes to the original Proposal(s).
- 3. UVBGSA reserves the right to accept or reject any or all Proposals in whole or in part.
- 4. UVBGSA reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

- 1. The UVBGSA has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
- 2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued

the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

VIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the UVBGSA as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least one hundred and twenty (120) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract. Current billing rate schedule must be included. The billing rates will be applicable throughout the term of the agreement.

The UVBGSA shall be the sole arbiter in the determination of quality. The UVBGSA reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the UVBGSA.

IX. CONTRACT

A. Time is of the essence in awarding the contract. The UVBGSA reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, UVBGSA will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment D, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from UVBGSA, UVBGSA may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by UVBGSA and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between UVBGSA and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by UVBGSA unless approved in advance by UVBGSA in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or a public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT(s) up to one (1) additional three (3) year period.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment D, Sample UVBGSA Contract.

X. REJECTION OF PROPOSALS

The RFP does not commit the UVBGSA to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The UVBGSA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the UVBGSA to do so. The UVBGSA may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the UVBGSA. The UVBGSA will not be liable for nor pay costs incurred by the

respondent in the preparation of a response to this RFP or any other costs involved including travel.

XI. GENERAL CONDITIONS

While the intent of the UVBGSA is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The UVBGSA has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment B – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The UVBGSA has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the UVBGSA finds that the Vendor's performance is not satisfactory (as specified in Attachment D – Sample UVBGSA Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the UVBGSA. Final payment to the Vendor will only be made when the UVBGSA finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the UVBGSA. All final work product and documents will become the property of the UVBGSA.

XII. LIST OF ATTACHMENTS

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)

Attachment B – Exceptions to RFP

Attachment C – Certificate of Non-collusion

Attachment D – Sample UVBGSA Contract

**ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)****UVBGSA**
Data and Fee Analysis and Rate Setting for Public Agencies**RFP No. UVBGSA 23-01**

RFP No.	UVBGSA 23-01
RFP Issue Date:	January 2, 2023
RFP Submission Deadline:	February 7, 2023

Proposals must be enclosed in a sealed envelope or package, clearly marked "UVBGSA RFP No. 23-01", and delivered by 2:00 p.m. February 7, 2023 to: **Erik Cadaret, 2020 Research Park Drive #100, Davis, CA, 95618.**

Questions regarding this RFP should be directed to:

- Procedural & technical inquiries: Erik Cadaret
(949) 463-4617
ecadaret@westyost.com

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

RFP Contact Information (if different then above)

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

☐ YES ☐ NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?

☐ YES ☐ NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the UVBGSA to pursue any remedy authorized by law, and shall include the right, at the option of the UVBGSA, of declaring any contract made as a result thereof to be void.

☐ YES ☐ NO

4. Do you agree to provide the UVBGSA with any other information the UVBGSA determines is necessary for accurate determination of your qualifications to provide services?

☐ YES ☐ NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

☐ YES ☐ NO

6. The UVBGSA has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the UVBGSA, as described in Section VII(H)(2) AWARD AND CONTRACTING INFORMATION?

☐ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

ATTACHMENT B

EXCEPTIONS TO RFP

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT C
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2022
Date

**ATTACHMENT D – SAMPLE UVBGSA CONTRACT
UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as the “UVBGSA”, and _____, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, the UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and,

WHEREAS, UVBGSA desires to obtain CONSULTANT for its [Services]; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through _____, 20_____.

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF**UVBGSA**

By: _____
GLENN MCGOURTY, Chair
BOARD OF DIRECTORS

Date: _____

CONSULTANT/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONSULTANT:

UVBGSA FISCAL REVIEW:

By: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

UVBGSA INSURANCE REVIEW:

By: _____

Date: _____

UVBGSA LEGAL COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the UVBGSA in any capacity whatsoever, and UVBGSA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold UVBGSA harmless from any and all liability which UVBGSA may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of UVBGSA.

CONSULTANT does, by this Agreement, agree to perform their said work and functions at all times in strict accordance with all applicable federal, state and UVBGSA laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in their field and that the sole interest of UVBGSA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the UVBGSA agency concerned.

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONSULTANT shall assume the defense of, indemnify, and hold harmless the UVBGSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of UVBGSA. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the UVBGSA maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from UVBGSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to UVBGSA certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold UVBGSA harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify UVBGSA by telephone. CONSULTANT shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
 - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If UVBGSA over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to UVBGSA within 30 calendar days, or at UVBGSA's option, permit UVBGSA to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from UVBGSA for a service, reimbursement for which is later disallowed by UVBGSA, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to UVBGSA upon request, or at its option UVBGSA may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to UVBGSA in a timely manner and consistent with the terms specified in Exhibit B. In no event shall UVBGSA be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the UVBGSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the UVBGSA, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by UVBGSA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the UVBGSA and any assignee of the UVBGSA an express royalty – free license to retain and use said Documents and Materials. The UVBGSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The UVBGSA's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Email transmission: When sent by email to the email address of the designated recipient of the party giving notice, notice is effective at the time the email is sent. Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To UVBGSA: UVBGSA
2020 Research Park Drive
Suite 100
Davis, CA 95618
Email: ecadaret@westyost.com
Attn: Erik Cadaret

To CONSULTANT: [Name of CONSULTANT]
[Number and Street]
[City, State, Zip Code]
Email:
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF UVBGSA PROPERTY: CONSULTANT shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONSULTANT shall, if requested to so do by the UVBGSA, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the UVBGSA, CONSULTANT shall provide the UVBGSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the UVBGSA's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any UVBGSA facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a UVBGSA facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the UVBGSA department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon UVBGSA's request, CONSULTANT shall file copies of same with the UVBGSA Executive Office.
- CONSULTANT represents and warrants to UVBGSA that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements

charged to the UVBGSA, and shall furnish to the UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the UVBGSA may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with UVBGSA requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the UVBGSA, make such books and records available to the UVBGSA for inspection at a location within UVBGSA or CONSULTANT shall pay to the UVBGSA the reasonable, and necessary costs incurred by the UVBGSA in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The UVBGSA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the UVBGSA, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the UVBGSA makes the final or last payment or within four (4) years after any pending issues between the UVBGSA and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the UVBGSA's last payment to CONSULTANT under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, the UVBGSA Chair of the Board of Directors, or any other person designated by the UVBGSA. In the event that the UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be

entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If UVBGSA should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) calendar days written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the

- event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual written agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the UVBGSA's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the UVBGSA General Manager or their designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to UVBGSA, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to UVBGSA under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the UVBGSA relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the UVBGSA pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for UVBGSA the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document so long as the document has a valid signature.

34. COOPERATION WITH UVBGSA

Contractor shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. UVBGSA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this

Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONSULTANT's work by UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with UVBGSA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A**DEFINITION OF SERVICES**

CONSULTANT shall serve as the Fee Analysis and Rate Setting CONSULTANT to the Ukiah Valley Basin by providing the following services:

- Review of any relevant previous rate and fee studies conducted by neighboring agencies;
- Review of any relevant local or regional groundwater user fees, if any;
- Review of and recommendation for improving existing databases regarding groundwater users and uses;
- Update and/or development of parcel specific databases regarding groundwater users and uses;
- Review of current fees and rates by other California GSAs (e.g. Santa Rosa Plain, Sonoma Valley, Petaluma Valley, etc.);
- Evaluation of fee/rate alternatives;
- Gather and incorporate feedback and input of the GSA member agencies and other Board and Technical Advisory Committee (TAC) members;
- Development of fee/rate schedules to fund the costs of implementation of the GSP and ongoing administration of the UVBGSA.
- Development of a legally compliant rate and fee study report detailing available and legally valid options and methods, and preparation for presentations to the TAC, Board, and community via public meetings.
- Attend Board meetings when requested.
- Attend TAC meetings when requested.
- Attend community meetings when requested.

[END OF DEFINITION OF SERVICES]

EXHIBIT B**PAYMENT TERMS**

1. CONSULTANT shall be compensated on a time-and-expense basis not-to-exceed (\$) for the term of the Agreement, to be billed in accordance with the Billing Rate Schedule, included as Attachment 1 to Exhibit B. This fee shall not be exceeded without prior written authorization from the UVBGSA.
2. CONSULTANT reserves the right to amend the Billing Rate Schedule once per calendar year beginning January 1, 2024, with a maximum 3% increase each year.
3. UVBGSA shall pay CONSULTANT for all work requested upon satisfactory completion of said work.
4. CONSULTANT's invoice shall be submitted to UVBGSA no less than quarterly.
5. Payments for work completed by CONSULTANT will be made by UVBGSA within 30 days of receipt of CONSULTANT's invoice.

[END OF PAYMENT TERMS]

Attachment 1 Exhibit B

CONSULTANT Cost Proposal Table

EXHIBIT C**INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude UVBGSA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to UVBGSA certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D**EPAYABLES INFORMATION**

The UVBGSA is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the UVBGSA has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

340 Lake Mendocino Dr. • Ukiah • California 95482 • (707)463-4363 • fax (707)463-5474

GSA Administration Staff Report

Item No.	4g
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	DWR Facilitation Support Services (FSS)
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive update on future planned workshops for FY 22/23. Board will discuss and provide feedback on future planned workshop schedule and topics.

Background

On December 7th, 2022, the UVBGSA TAC discussed feedback received from the November 15, 2022 County Well Permitting Workshop co-facilitated by Stantec funded by DWR Facilitation Support Services (FSS), the GSA, and the County that was aimed at education stakeholders on the proposed process the County and GSA are considering to comply with the Executive Order N-7-22 and provided input to GSA Staff to take into consideration (See attachments).

Stantec has scope and budget to assist the GSA with facilitating additional workshops and stakeholder engagement meetings. The proposed workshop and stakeholder outreach schedule for the remaining FY 22/23 which may include the following workshops and stakeholder outreach meetings:



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Topic	Timing	Format	Objectives
Well Permitting Part 2	January/ February	Workshop (in person)	Share updated County well permitting application and process with agricultural stakeholders and well drillers. Continue to provide space for questions and answers and input.
Tribal	February/ March	Stakeholder Meeting (TBD in person or virtual)	Connect with Tribes in the Ukiah Valley Basin to discuss GSP implementation and receive input on future engagement.
Annual Report	April	Workshop (TBD in person or virtual)	Share highlights from the Annual Report (particularly how minimum thresholds were set and where the Basin is now) and provide opportunity for questions & answers.
Rate and Fee Study	May	Workshop (TBD in person or virtual)	Share information about the rate and fee study, respond to questions, and receive stakeholder input.
Regional Water Supply & Drought	June	Workshop (TBD in person or virtual)	Provide an overview of the region's water supply and last year's drought and where the region is currently, relating back to water levels, minimum thresholds, and previous water years.
PMA-specific meetings	Throughout	Stakeholder Meetings (virtual)	Share information about particular projects and management actions with specific stakeholder groups. Provide opportunity for questions and answers and sharing input.



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Fiscal Impact

GSA Staff anticipate having budget to support, manage, and attend 3 to 4 more stakeholder engagement workshops facilitated by Stantec in FY 22/23 to be within budget.

Attachments

Table 1 – FY 22/23 Budget

December 7, 2022 TAC Meeting Staff Report for Agenda Item 5

November 15, 2022 Workshop Materials which include flyer, presentation slides, updated GSA verification form, and proposed process diagram.



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Table 1 –FY 22/23 Budget

	FY 22/23
Income	
GSA Member Contributions	\$ 275,000
FY-End Reserve	\$ 221,486
Grants	\$ -
Other	\$ -
Total Income	\$ 496,486
Expenses	
GSA Administration	\$ 140,100
County Administration	\$ 5,000
Annual Workshop	\$ 3,000
Board / TAC Meetings	\$ 29,000
GSP Implementation Oversight	\$ 9,000
Contracts/Fiscal Management	\$ 12,000
Stakeholder Outreach/Communication	\$ 18,000
As Requested	\$ 4,000
Grant Writing/Management	\$ 35,000
Rate and Fee Support	\$ 20,000
Website/Email	\$ 5,100
Legal Counsel Services	\$ 30,000
GSA Administration Advisory	\$ 15,000
Changes in Laws / PCR	\$ 10,000
Rate and Fee Advisory	\$ 5,000
Litigation	\$ -
GSP Implementation	\$ 193,000
Monitoring/Data Collection	\$ 78,000
Model	\$ 25,000
Reporting	\$ 20,000
Misc	\$ 30,000
Rate and Fee Study Consultant	\$ 40,000
Total Expenses	\$ 363,100
Net Income	\$ 133,386
Account Balance	\$ 133,386



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GSA Administration Staff Report

Item No.	5
Date	12/07/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Technical Advisory Committee
Subject	Compliance Process with Executive Order N-7-22
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

TAC will receive update from GSA Staff on status of coordination effort with County and Legal Counsel to comply with Executive Order N-7-22. TAC will discuss and provide feedback to GSA Staff on next steps to continue making progress on developing the GSA's process to coordinate with the County and comply with Executive Order N-7-22.

Background

On November 15th, 2022, the UVBGSA and the County of Mendocino Department of Environmental Health Services (County EHS) held a workshop on well permitting as it related to the Executive Order N-7-22 at Barra of Mendocino Winery in Redwood Valley, CA. The Executive Order N-7-22 states the following in section 9(a) and 9(b):

9(a): To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

9(b): To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells,



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and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

Feedback from workshop

At this workshop, the UVBGSA and County shared with workshop attendees how the County's well permitting process is being impacted by Executive Order N-7-22, how the GSA is required to be involved in the well permitting process, the proposed process the County and GSA are considering to adopt, and requested feedback from attendees on the proposed process. Attachments 1 – 3 include the workshop agenda, workshop presentation slides, and flowchart of the proposed review process. Attendees voiced numerous concerns which were captured by the workshop facilitators. Feedback received at the workshop is summarized Attachment 4.

Based on the feedback received at the workshop, the following questions were identified as a priority to address at the December TAC meeting for wells that are not exempt from the Executive Order N-7-22.

Existing wells for repair/modification:

- If the repair/modification will NOT result in an increase in pumping, is pumping test data required for the GSA to conduct its analysis for 9(a)?
- In the event of an emergency, should the County consider allowing the well owner to proceed with the repair/modification before a permit is filled and formal approval is given?

New wells:

- If there's no known issue with well interference at an existing well at the current level of pumping and a new well is proposed to meet the following conditions outlined below, does the GSA need pumping test data for a new well to conduct its analysis for 9(a)?
 - New well will pump the same amount or less
 - New well is screened in the same interval as the existing well
 - New well is to be located on the same property as existing well that's not in close proximity to neighboring well(s)
- If a new well doesn't meet any of the above-mentioned conditions, are pumping tests required by the GSA to conduct its analysis for 9(a)?

Review process:

- How can we decrease the review time so permits may be reviewed by the GSA ASAP?
- How can we modify the process to make the GSA's review more feasible for well owners to follow and support?



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State permitted surface water diversion wells:

- Should these wells be exempt from County/GSA review?

Pumping tests:

- Costs to conduct a pumping test and complete the analysis are a concern. Is it reasonable for the County to require pumping tests on existing and/or new wells where (1) no pumping test data exists and (2) the well repair/modification will result in increased pumping and a new well cannot be exempt?

What are pumping tests and what is the value?

Pumping tests are a field experiment in which a well is pumped at a constant rate and water-level response (drawdown) is measured in one or more surrounding observation wells and optionally in the pumped well (control well) itself. The response data from pumping tests are used to estimate the hydraulic properties of aquifers, evaluate well performance and identify aquifer boundaries.

Pumping tests may also be done in two parts, a step-rate test and a constant rate. Step-rate tests typically will discharge water from a well at three to four different pumping rates. The results from these different pumping rates help inform which pumping rate is most appropriate for the constant rate test and also help inform the pump contractor/licensed PE, PG, or CHG which pump and what rate would likely be the most appropriate for the well to pump at over time. Example of step-rate test data below in figure 1.

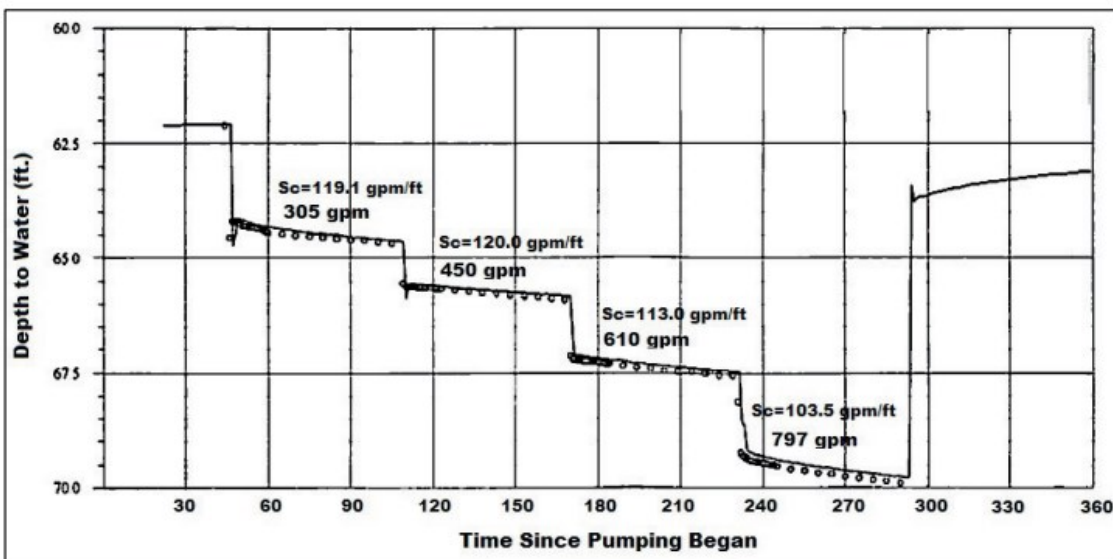


Figure 1: step rate test data shows that with increased pumping, the greater the drawdown in the pumping well.



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Constant rate tests typically will discharge water for a minimum of 24-hours (pending local well ordinance requirements, site conditions, etc.). The results from this test provide an estimation of aquifer transmissivity, storativity, and extent of which drawdown may occur and what nearby wells may be affected. Example of constant rate test data below in figures 2a, 2b, and 3.

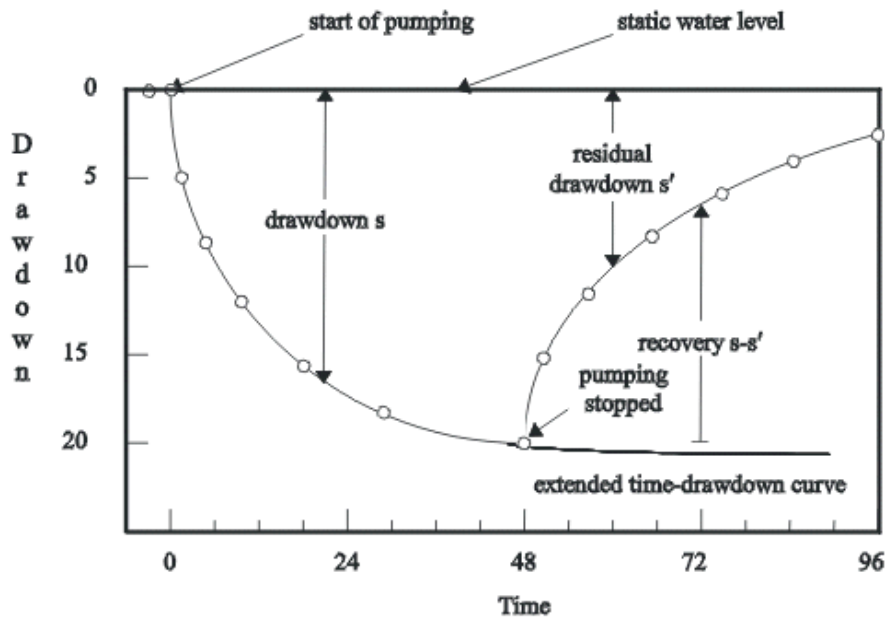


Figure 2(a): drawdown increases over time in the pumping well, but the water level recovers once the pumping stops.

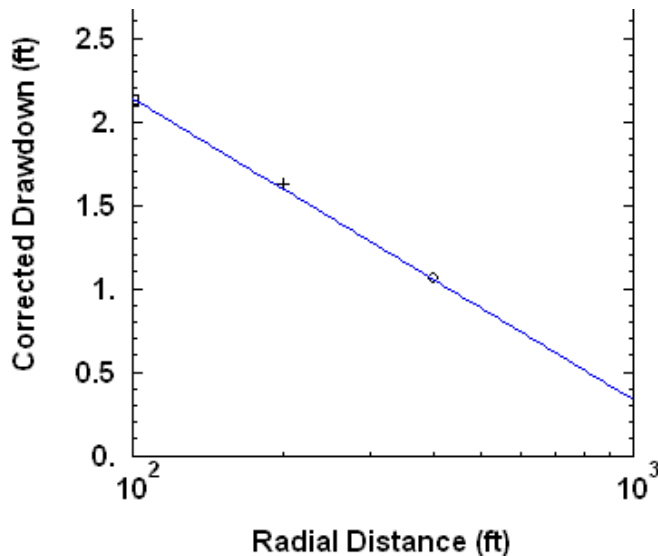


Figure 2(b): total drawdown that was observed is ~2.1 feet at a well that's 100 feet from the pumping well and ~0.3 feet at a well that's 1,000 feet from the pumping well.



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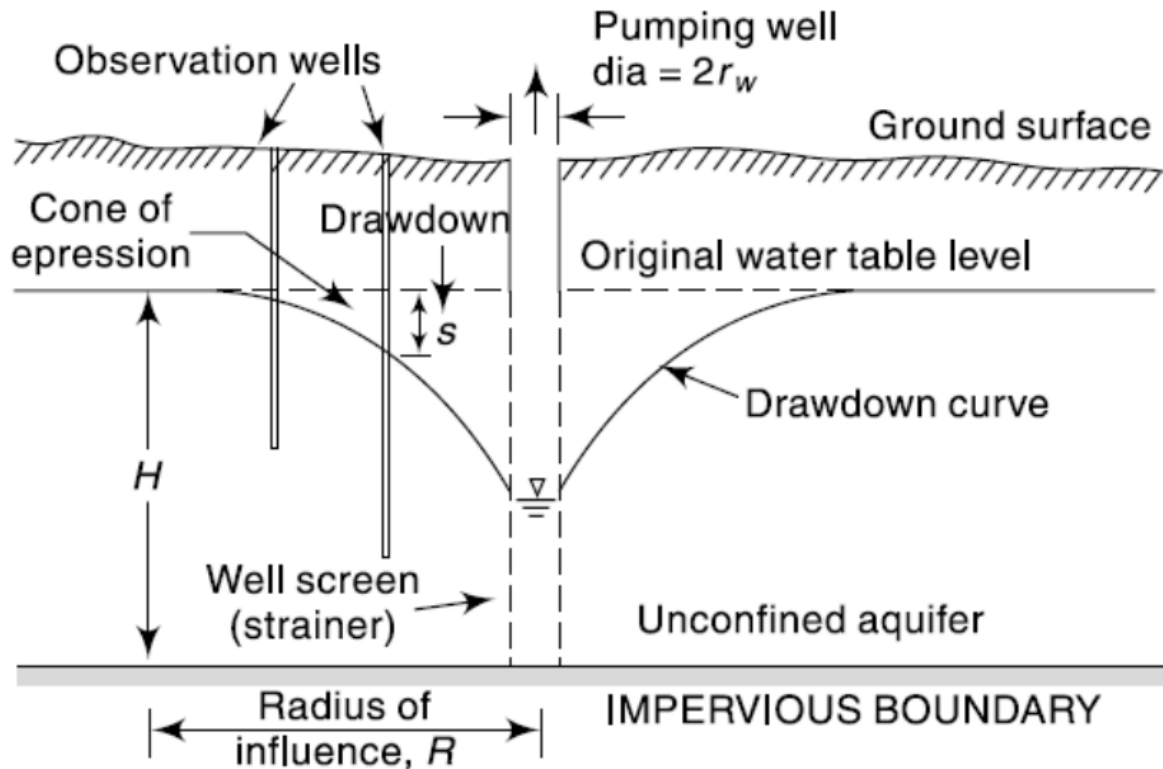


Figure 3: Diagram depicting a typical pumping test in an unconfined aquifer.

Downside of pumping tests is they can be expensive, especially if there is any contamination that requires special permitting/disposal requirements OR if the well pumps at a high enough rate that the well will discharge more than 1 AF by the end of the testing that would require additional permits. The typical cost to perform a pumping test in a well without contamination is between \$25,000 - \$50,000.

Important considerations

The basin's GSP outlines the GSA's Sustainable Management Criteria (SMCs) for which the GSA will use to measure progress against achieving the mandated requirements associated with the Sustainable Groundwater Management Act (SGMA). Cumulative impacts of pumping at wells is a key factor that should be considered when the GSA is reviewing well permits and data provided by the County for the GSA to provide verification (GSA does verify or GSA cannot verify) that a well meets the requirements of 9(a).



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Fiscal Impact

None.

Welcome to

County Well Permitting Workshop

Part 1: Sharing Information and Receiving Preliminary Input

County of Mendocino and
Ukiah Valley Basin Groundwater Sustainability Agency

November 15, 2022



County Well Permitting Workshop Agenda

- 1) Welcome and Context Setting
- 2) County Requirements under Executive Order N-7-22
- 3) GSA Requirements under Executive Order N-7-22
- 4) How the County and GSA are working together
- 5) Facilitated Public Comment and Feedback Session
- 6) Wrap Up and Closing

November 15, 2022



Setting the context: What brings us here today?

Erik Cadaret
Ukiah Valley Basin GSA
Manager



County Requirements under Executive Order N-7-22

Marlayna Duley
Mendocino County
Environmental Health



Current County Water Well



Environmental Health Division

Ukiah Office: 860 N Bush St. Ukiah, CA 95482
Fort Bragg Office: 120 W Fir St. Fort Bragg, CA 95437

Phone: (707) 234-6625
Phone: (707) 961-2714



Permit #

EH Office Use Only

WW

Water Well Application / Permit

Application (submit 2 copies)

Site Address: _____

APN: _____

Owner Name: _____

Mailing Address: _____

Telephone #: _____

TYPE OF PERMIT

- ☐ Regular ☐ Destruction
☐ Special Permit Area ☐ Repair

CONSTRUCTION

Casing: ☐ Steel ☐ Concrete ☐ Plastic

Diameter: _____ Bore Size: _____

Gauge or Wall: _____

Annular Space: Size: _____ Seal Depth: _____

Well Use Type: ☐ Domestic ☐ Community/Industrial

Seal Material: ☐ Concrete ☐ Sand Cement
☐ Bentonite ☐ Neat Cement
☐ Other (describe): _____

The following items are required to be submitted with this application:

- Vicinity Map and Directions** to the site i.e., mile post markers, cross-streets, lock combinations, or any other unique landmarks which help the inspector to locate and access the property. *Site address must be posted at driveway entrance.*
- Plot Plan** clearly showing the location of the proposed well on the parcel, demonstrating that required setbacks to sewer, septic systems and expansion leach fields are maintained.
- Coastal Zone Permit** for sites which fall within the coastal zone; you must obtain this permit from Planning, prior to well permit being issued.
- Name of Public Water Supplier** (if proposed well is within their service area): _____

Well Seal Notice

Date & Time Rec'd: _____
Seal Date & Time: _____
Call Back Number: _____
Action: _____

Payment Received

Date Received: _____
Received By: _____
Payment #: _____
Payment Amount: _____

Permit

Permit Agreement:

I agree to use **Best Management Practices** to prevent storm water pollution.

I agree to comply with all of the regulations of the Mendocino County Well Ordinance (County Code Chapter 16.04) and the State of California as they pertain to water well construction and destruction.

I further understand that the application **filing fee** is set by resolution of the Board of Supervisors and that **no part of the filing fee** shall be refundable (Mendocino County Well Ordinance §16.04.040 & Mendocino County Ordinance 1135, adopted 1973).

I will request a well seal inspection from Environmental Health no less than 24 hours prior to pouring the annular seal.

This permit expires 1 year from date of issuance if the authorized work has not been completed (*Mendocino County Code Section 16.04.090*)

'Wet' Signature required; faxed or photocopies will not be accepted.

Well Driller (Business Name): _____

License Number: _____ Phone #: _____

Mailing Address: _____

Driller Signature: _____ Date: _____

Inspector Notes: _____ **Coastal Zone: Y / N**
MS 4 Zone: Y / N

Health Inspector: _____ Date: _____

Well Seal Inspection By: _____ Date: _____

Executive Order N-7-22 Goals

- **Ensuring Vulnerable Communities Have Drinking Water**
 - Cuts red tape so communities that need access to emergency hauled or bottled water can get it immediately
- **Safeguarding Groundwater Supplies**
 - ***Requires local permitting authorities to coordinate with Groundwater Sustainability Agencies to ensure new proposed wells do not compromise existing wells or infrastructure, as 85 percent of public water systems rely heavily on groundwater during drought***
 - Streamlines permitting for groundwater recharge projects that help to refill aquifers when rains come
- **Protecting Vulnerable Fish And Wildlife**
 - Expedites state agency approvals for necessary actions to protect fish and wildlife where drought conditions threaten their health and survival
- **Preventing Illegal Water Diversions**
 - Directs the Water Board to expand site inspections in order to determine whether illegal diversions are occurring

County Requirements under Executive Order N-7-22

- 9(b) states:
 - To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

2 acre-feet per year = ~1.24 gallons per minute, 372 gallons per hour,
651,270 gallons per year

Proposed County Procedures (draft)

- **Public Water Supply Wells (new, modification, or repair)**
 - proposed well or existing well to be altered will be exclusively used to provide groundwater to the public water supply system for human consumption as defined in Health and Safety Code Section 116275, *complete Declaration – Well for Public Water Supply System form*
- **Domestic wells (new, modification, or repair)**
 - Well will pump no more than 2 AFY and the water is used only for domestic needs of an individual residence, *complete Declaration – Well for Individual Domestic Use form*
- **Commercial, Industrial, Agricultural, Irrigation Use, or Multi-use Wells (new, modification, or repair)**
 - *Requirements and process will vary if it's a new well or a modification/repair to existing well*

Updated Permit Numbers

Permit Status	Count
Canceled	3
Closed (Dry Hole)	4
Finalized	33
Issued	108
Pending	20
Total	168

Pending Applications	Count
Pending CDP Review	9
Holder Per EO	4
Info Requested	6
Pending EH Review	1
Total	20

Mendocino County Environmental Health Water Well Permitting Process with EO N-7-22

1 Driller & Admin:

- ✓ Submit Application with fees
- ✓ Max. Three Site Locations
- ✓ Submit Signed EO N-7-22 Forms
- Incomplete application on hold

2 Admin Verification:

- ✓ Property Owner & APN
- ✓ Coastal Zone, MS4, UV Basin
- ✓ C-57 Bond & Signature
- ✓ Review Declarations
- ✓ Notify Driller of GSA Hold

3 Inspector Review:

- ✓ Review Application for completeness with Checklist
- ✓ Review for Special Permit Areas & UV Area
 - If within the Basin send Notification to Driller
- ✓ Return Approved Permit to the Admin Staff

4 Admin:

- ✓ Mail approved permit to Driller

5 Driller:

- ✓ Perform Work – Notify EH of any changes – Obtain Approval

Red Flags:



- Non-Exempt wells (Commercial, Industrial, Ag, Irrigation)
- Located in Ukiah Valley Area Basin
- Proposed casing 10" or greater
- No Domestic Infrastructure on-site
- Both Agriculture & Domestic Uses on site

6 Driller:

- ✓ Call EH Admin to request a seal inspection at least one day in advance

Do not leave voice messages on inspector phone lines. Only call the Admin. Staff & confirm with them if a voice mail was left

7 Inspector:

- ✓ Schedule & Conduct Site Inspection, or give Driller approval to seal without inspection conditional upon GPS & Photo submitted

8 Driller:

- ✓ Submit Well Completion Report within 60 days of drilling to DWR & EH Admin

9 Inspector:

- ✓ Review Well Completion Report for Completeness and Accuracy
- ✓ Notify Driller if errors need to be corrected
- ✓ Return to Admin staff

10 Admin:

- ✓ Receive Approved Well Log from Inspector
- ✓ Finalize Well Permit in Database

Executive Order N-7-22 Categories:

Private Domestic & Public Water System Use Wells:

- ✓ Submit Signed Declaration

Commercial, Industrial, Ag, Irrigation Wells:

- ✓ Submit a Hydrological Report

Ukiah Valley Area Basin Wells:

- ✓ Applications will be referred to the UV GSA
- ✓ Additional Reports may be required by the GSA
- ✓ Hydrological Report may be required

Proposed County Requirements (draft)

- **Well completion report**
 - Well/property owner information, date well was drilled, date well was constructed, water levels, and well construction information (casing material and depths, annular fill material and depths)
- **Pump information**
 - Type, HP, pump set depth, max pumping rate
- **Pump test data, report, and pump recommendation**
 - Must be prepared by a California licensed Professional Engineer (PE; Civil), Professional Geologist (PG), or Certified Hydrogeologist (CHG) with well experience
 - Must include a step-rate test and a minimum 24-hour constant rate test according to industry standards
- **GSA Consistency and Compliance Form**
 - General information, acknowledgements, signature, and indemnification clause

GSA Requirements under Executive Order N-7-22

Erik Cadaret
Ukiah Valley Basin
GSA Manager



GSA Requirements

Ukiah Valley Basin is a medium priority basin with an adopted GSP. Within the GSP, we have defined minimum thresholds and measurable objectives for each of the following sustainable management criteria that are tied to the sustainability goal

- Chronic lowering of groundwater levels
- Reduction in storage
- Degraded water quality
- Land subsidence
- Surface water depletion

9(a) applies to the GSA

Section 9(a) of the Executive Order reads:

To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

Proposed GSA Procedures (draft)

- **Complete GSA Groundwater Sustainability Plan Consistency and Compliance Form**
 - General information and acknowledgements (Page 1)
 - Signature (Page 2)
 - Hold Harmless and Release Agreement (Page 3)
- Once GSA receives form, the GSA will conduct its review estimated to take 60 days or less.
- If GSA's preliminary review of a well permit may result in a UNABLE TO VERIFY determination, there will be a 30-day review and response period. The GSA will contact well owner to discuss deficiencies and possible changes to be made to well permit. The Well owner may choose to submit revised well permit or not. If Well owner chooses to submit revised well permit, GSA will use revised permit to make final determination and submit it and a communications log as attachments in one package to the County Environmental Health Services Department for final review.

How the GSA and County are working together

Erik Cadaret &
Marlayna Duley



Well Permitting Coordination

County and GSA are closely coordinating on well permitting compliance under Executive Order N-7-22 to:

- Learn and share information on how other County's and GSA's are approaching compliance
- Obtain stakeholder feedback and incorporate feedback where applicable to develop requirements and review process that's amenable to all who will be affected

Facilitated Public Comment and Feedback Session

**Facilitated by Emily Finnegan and
Marisa Perez-Reyes, Stantec**



We'd like your feedback on:

- Required Submittals
 - What are your impressions of the required submittal materials?
- Review Period
 - What are your impressions of the GSA review period timeline (60 to 90 das)?
 - How would you like the GSA and County to engage with you during the review period?
 - If the County or GSA identifies a deficiency in your application, would you prefer having that discussion in person, over the phone call, or via Zoom?
- Other questions? Comments?

What's Next?

Stay tuned for Part 2 to this workshop in early 2023!

Materials from this workshop will be posted on the GSA website:

<https://www.mendocinocounty.org/government/affiliated-agencies/ukiah-valley-basin-gsa>

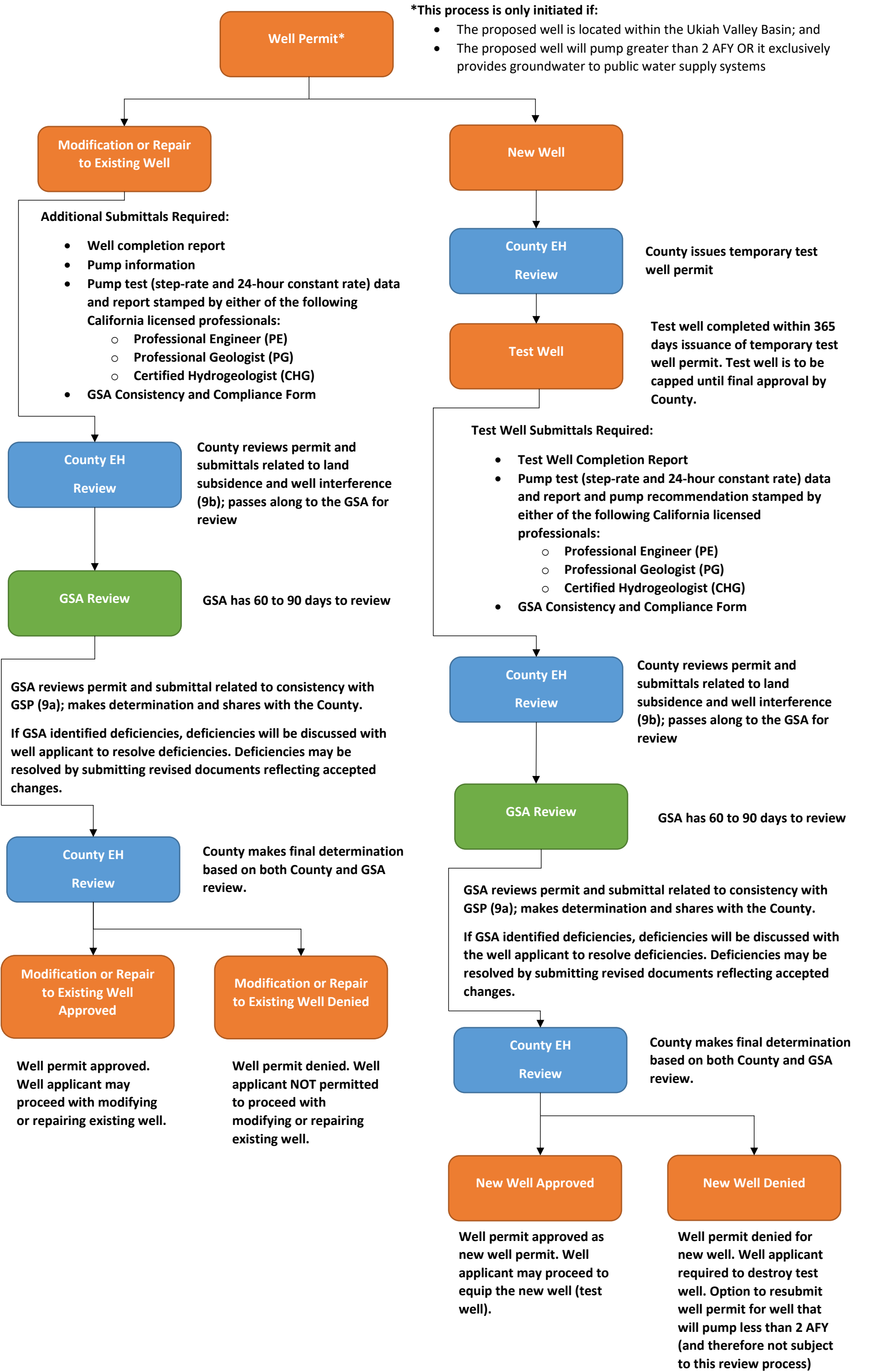
More questions or comments? Contact:

Erik Cadaret, ecadaret@westyost.com, 530-756-5905

Marlayna Duley, bourbonm@mendocinocounty.org, 707-234-6625



Workshop DRAFT – not final



Save the Date!

Tuesday November 15, 2022

5:00 – 6:30 p.m.

Barra of Mendocino Winery & Event Center

7051 N State St, Redwood Valley, CA 95470



County Well Permitting Workshop

Part 1: Sharing Information and Receiving Preliminary Input



Are you a well driller, or do you use groundwater for agricultural or industrial purposes?

Join [Mendocino County Environmental Health](#) and the [Ukiah Valley Basin Groundwater Sustainability Agency](#) (GSA) for a joint workshop on November 15 to learn more about local groundwater planning efforts and share your input on proposed changes to the groundwater well permitting process driven by [Executive Order N-7-22](#). Part 2 of the workshop series will be held in early 2023 to report on how feedback was incorporated.





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GSA Administration Staff Report

Item No.	4g
Date	12/15/2022
From	UVBGSA General Manager (Erik Cadaret, West Yost)
To	Board of Directors
Subject	Compliance Process with Executive Order N-7-22
Consent Agenda ☐ Regular Agenda ☒ Notice of Public Hearing ☐	

Recommended Action

Board will receive update from GSA Staff on status of coordination effort with County and Legal Counsel to prepare the proposed final process to comply with Executive Order N-7-22. Board will discuss update and provide guidance to GSA Staff and Legal Counsel.

Background

On December 7th, 2022, the UVBGSA TAC discussed feedback received from the November 15, 2022 County Well Permitting Workshop co-facilitated by Stantec funded by DWR Facilitation Support Services (FSS), the GSA, and the County that was aimed at education stakeholders on the proposed process the County and GSA are considering to comply with the Executive Order N-7-22 and provided input to GSA Staff to take into consideration (See attachments).

The primary feedback that was received at the December 7 TAC meeting were:

- For an existing well that needs an in-kind repair, a pumping test is not required.
- For an existing well that needs modification (i.e. installation of larger capacity pump, deepening or widening of well, etc.), a pumping test should be required for wells that are anticipated to pump a substantial amount of water. GSA and County should consider further defining what pumping in AFY triggers the need for a pumping test to be required.
- GSA should consider requesting pumping data from existing well owners that submit a permit to modify a well or to drill a new well.
- County should consider a process to verify the pumping at a well and the construction/pump information at the well.
- For a new well, a pumping test should be required for wells that are anticipated to pump a substantial amount of water. GSA and County should consider further defining what pumping in AFY triggers the need for a pumping test to be required.



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- For a new well, GSA and County should also consider developing more clear guidelines for well owners to understand what is required of them in various scenarios.

Fiscal Impact

The GSA in FY 22/23 does have a budget categorized in GSP Implementation under the Miscellaneous line item to fund the GSA reviewing and providing written verification for a well permit. In FY 23/24 and beyond, the GSA will need to consider budget for GSA compliance with the Executive Order N-7-22.

Attachments

Table 1 – FY 22/23 Budget

December 7, 2022 TAC Meeting Staff Report for Agenda Item 5

November 15, 2022 Workshop Materials which include flyer, presentation slides, updated GSA verification form, and proposed process diagram.



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Table 1 – FY 22/23 Budget

	FY 22/23
Income	
GSA Member Contributions	\$ 275,000
FY-End Reserve	\$ 221,486
Grants	\$ -
Other	\$ -
Total Income	\$ 496,486
Expenses	
GSA Administration	\$ 140,100
County Administration	\$ 5,000
Annual Workshop	\$ 3,000
Board / TAC Meetings	\$ 29,000
GSP Implementation Oversight	\$ 9,000
Contracts/Fiscal Management	\$ 12,000
Stakeholder Outreach/Communication	\$ 18,000
As Requested	\$ 4,000
Grant Writing/Management	\$ 35,000
Rate and Fee Support	\$ 20,000
Website/Email	\$ 5,100
Legal Counsel Services	\$ 30,000
GSA Administration Advisory	\$ 15,000
Changes in Laws / PCR	\$ 10,000
Rate and Fee Advisory	\$ 5,000
Litigation	\$ -
GSP Implementation	\$ 193,000
Monitoring/Data Collection	\$ 78,000
Model	\$ 25,000
Reporting	\$ 20,000
Misc	\$ 30,000
Rate and Fee Study Consultant	\$ 40,000
Total Expenses	\$ 363,100
Net Income	\$ 133,386
Account Balance	\$ 133,386