

# Yolo Subbasin Groundwater Agency Board of Directors Meeting Agenda

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**Monday, January 22, 2024  
3:00 p.m. to 5:00 p.m.**

Woodland Fire Station #3  
1550 Springlake Court, Woodland, CA 95776

## [Parking information](#)

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The public may participate in the meeting remotely via Zoom using the following information:

**Please join my meeting from your computer, tablet or smartphone.**

<https://us06web.zoom.us/j/7847507621>

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## **NOTICE TO PUBLIC**

Public documents relating to any open session item listed on this agenda that are distributed to all or most of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Yolo Subbasin Groundwater Agency's Administrative Office at 34274 State Highway 16, Woodland 95695. The full agenda packet can also be found on [www.yologroundwater.org](http://www.yologroundwater.org).

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

All items on the agenda will be open for public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a three-minute time limit. The Chair has the discretion of limiting the total time for an item. Comments may also be submitted via email to [info@yolosga.org](mailto:info@yolosga.org) prior to the meeting or via teleconference chat during the meeting.

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- 3:00**     **1.     CALL TO ORDER AND DETERMINATION OF QUORUM**
- 3:05**     **2.     ADDING ITEMS TO THE POSTED AGENDA** -- In order to add an agenda item, it must fit into one of the following categories: a) A majority determination that an emergency (as designed by the Brown Act) exists; or b) A 4/5ths determination that the need to take action arose subsequent to the agenda being posted.
- 3:08**     **3.     PUBLIC FORUM** -- The Public may address the Yolo Subbasin Groundwater Agency Board of Directors on any item of interest not appearing on the agenda that is within the subject matter of the YSGA.

- 3:10**     **4.**     **CONSIDERATION: CONSENT ITEMS**, pages 3 to 19
- a. Approve November 20, 2023 Board of Directors Meeting Minutes, pages 4-8
  - b. Receive Fiscal Year 23/24 Financial Statements: 11/18/23-1/16/24, pages 9-16
  - c. Receive minutes of Executive Committee: 11/14/23, pages 17-18
  - d. Approve Payment of Bills, page 19
- 3:15**     **5.**     **REPORT OF THE CHAIR AND EXECUTIVE OFFICER**, pages 20 to 31  
Executive Officer report on activities since last Board meeting.
- 3:20**     **6.**     **PRESENTATION: GROUNDWATER ACCOUNTING PLATFORM**, page 32
- 3:50**     **7.**     **CONSIDERATION: APPROVE ENTERING INTO CONTRACTS FUNDED BY SGMA IMPLEMENTATION GRANT**, pages 33 to 67
- a. Authorize Entering into Contracts with Stockholm Environment Institute and Leafbird Consulting, pages 36-52
  - b. Authorize Entering into Contract with Websoft Developers, Inc. for Database Upgrade Project, pages 53-58
  - c. Authorize Entering into Contract with Water and Land Solutions for the Yolo-Zamora (China Slough) Groundwater Recharge Pilot Project, pages 59-67
- 4:00**     **8.**     **CONSIDERATION: 2-TIER WELL PERMIT REVIEW PROCEDURES**, pages 68 to 81
- a. Update on *Draft 2-Tier Well Permit Review Process*
  - b. Approve Amendment of Professional Services Agreement with West Yost, pages 71-78
  - c. Approve Draft 2-Tier Well Permit Review Process, Approve Public Comment Period for Draft Technical Memorandum and Focus Areas Map, and Authorize *Drought Committee* to Finalize Well Permit Review Procedures, pages 79-81
- 4:50**     **9.**     **MEMBERS' REPORTS AND FUTURE AGENDA ITEMS** -- Yolo Subbasin Groundwater Agency Members are invited to briefly report on current issues and recommended topics for future Yolo Subbasin Groundwater Agency Board of Directors meetings.
- 4:55**     **10.**    **NEXT MEETING** – March 18, 2024
- 5:00**     **11.**    **ADJOURNMENT**

Consideration of items not on the posted agenda includes items in the following categories: 1) majority determination that an emergency (as defined by the Brown Act) exists; or 2) a 4/5ths determination that the need to take action arose subsequent to posting of the agenda. I declare under penalty of perjury that the foregoing agenda was posted by January 19, 2024 and made available to the public during normal business hours at the following location: Woodland Fire Station #3 at 1550 Springlake Court, Woodland 95776 and YSGA's office at 34274 State Highway 16, Woodland 95695.

Kristin Sicke, Executive Officer





# Yolo Subbasin Groundwater Agency

## Board of Directors Meeting Minutes

**Monday, November 20, 2023**

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

**Woodland Police Department  
1000 Lincoln Ave, Woodland, CA 95695  
(and via Zoom)**

**1. CALL TO ORDER AND DETERMINATION OF QUORUM:**

Meeting called to order at 3:06 p.m. by Lee Smith, Vice Chair.  
Executive Officer Sicke conducted a roll call and determined a quorum was present.

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

City of Davis: Bapu Vaitla  
City of Winters: Carol Scianna  
City of West Sacramento: Verna Sulpizio Hull\*\*  
Dunnigan Water District: David Schaad  
Reclamation District (RD) 108: Roger Cornwell  
RD 150: Warren Bogle\*\*  
RD 307: James Johas  
RD 537: Tom Ramos\*  
RD 730: Jim Heidrick  
RD 765: David Dickson, Jr.  
RD 787: Roger Cornwell (*nonvoting*) (Dominic Bruno\*)  
RD 999: Tom Slater  
Yocha Dehe Wintun Nation: Marc Fawns  
Yolo County: Mary Vixie Sandy  
Yolo County Flood Control & Water Conservation District (YCFC&WCD): Tom Barth, (Kristin Sicke)  
Cal Am Water – Dunnigan: Evan Jacobs  
Colusa Drain Mutual Water Company: Lynnel Pollock\*\*  
Yolo County Farm Bureau: Lee Smith  
Environmental Representative: Ann Brice

Absent: City of Woodland, Esparto CSD, Madison CSD, RD 1600, RD 2035, Rumsey Water Users Association

\*remote attendance, member was non-voting

\*\*remote attendance, member provided just cause pursuant to AB 2449

**2. ADDING ITEMS TO THE POSTED AGENDA:** Nothing to report.

**3. PUBLIC FORUM:** Nothing to report.

**4. CONSIDERATION: CONSENT ITEMS**

- a. Adopt 2024 Board of Directors Meeting Dates: 1/22, 3/18, 5/20, 7/15, 9/16, and 11/18/24

- b. Approve September 18 Regular and October 27, 2023 Special Board of Directors Meeting Minutes
- c. Receive Fiscal Year 23/24 Financial Statements: 9/16-11/17/23
- d. Receive minutes of Executive Committee: 8/21, 9/28, and 10/23

Action: Approve items 4a and 4b as presented.

Motion: DWD (Schaad)

Second: RD 108 (Cornwell)

Discussion: No further discussion.

Vote: Approved unanimously (roll call attached)

**5. REPORT OF THE CHAIR AND EXECUTIVE OFFICER**

Kristin Sicke, Executive Officer, provided an overview of her report included in the agenda packet.

The Sites Project Authority has officially certified the Final Environmental Impact Report (Final EIR) and given the go-ahead to the Sites Reservoir Project. One additional well added to the real-time monitoring network. Average groundwater levels are approximately 20 feet higher than this time last year. Kristin provided an overview of the corrective actions provided with DWR’s conditional approval of the 2022 Groundwater Sustainability Plan. Corrective actions centered on the minimum thresholds and undesirable results for groundwater level decline, change in groundwater storage, groundwater quality, land subsidence, and depletion of interconnected surface waters.

**6. CONSIDERATION: FISCAL YEAR 2023/24 BUDGET: AMENDMENT, PAYMENTS, AND ENTERING INTO CONTRACTS**

- a. Adopt Fiscal Year 2023/2024 Budget Amendment #1
- b. Approve Payment of Bills
- c. Authorize Project Initiation and Private Job Work Orders for Instrumentation of Multi-Completion Monitoring Wells
- d. Authorize Entering into Contract with Stockholm Environment Institute for Updating the YSGA Model

The Board discussed which agency, YCFC&WCD or YSGA, would retain ownership of assets related to the multi-completion monitoring wells. For now, the wells and monitoring equipment will remain owned by YCFC&WCD.

Action: Approve items 6a through 6d as presented.

Motion: Davis (Vaitla)

Second: Winters (Scianna)

Discussion: No further discussion.

Vote: Approved unanimously (roll call attached). Barth abstained from items 6b and 6c.

**7. CONSIDERATION: WELL PERMIT REVIEW PROCEDURES**

- a. Update on *Draft* Well Permit Review Procedures

Rebecca Smith provided an overview of the goals and intention of the drafted well permit review procedures.

Board Discussion

Vaitla: Concerned about not specifying what evidence exactly would be needed to bring an appeal forward.

Barth, Jacobs: Agreed with Vaitla but emphasized the need for flexibility in responding to unique conditions and commented in support of an appeals process.

- b. Adopt Focus Areas Map and Approve Public Comment Period for *Draft Hydrogeology Report Criteria*

Kristin gave an overview of the public comments received, provided with the agenda package. In response to the comments, staff combined the Focus Areas map and hydrogeologic report criteria technical memos and propose re-opening a public comment period so both can be reviewed together. Erik Cadaret, West Yost, provided an overview of the drafted hydrogeologist report criteria.

Board Discussion

Board members expressed concerns about the costs involved in fulfilling all the proposed requirements. Vice Chair Lee suggested exploring a tiered or phased approach to the report requirements, dependent on factors such as the land's farming history and planned conjunctive use of surface water. Board members expressed interest in narrowing the requirements and/or exploring a phased approach. The Board directed staff to explore these options and bring potential revisions to the *Ad Hoc Drought Contingency Planning Committee* for further discussion.

Action: Adopt Focus Area Map, subject to further revision, and delay the public comment period on the Draft Hydrogeology Report Criteria pending further development by the *Ad Hoc Drought Contingency Planning Committee*.

Motion: YCF&WCD (Barth)

Second: RD 765 (Dickson)

Discussion: No further discussion.

Vote: Approved unanimously (roll call attached)

8. **MEMBERS' REPORTS AND FUTURE AGENDA ITEMS:** Nothing to report.
9. **NEXT MEETING:** January 22, 2024
10. **ADJOURNMENT:** Vice Chair Lee adjourned the meeting at 5:06 p.m.

Respectfully submitted,



Kristin Sicke, Executive Officer

	Agency	Name	Board/ Alternate	ATTENDANCE	VOTE - ITEM 4	VOTE - ITEM 6	VOTE - ITEM 7
1	City of Davis	Bapu Vaitla	<b>Board</b>	X	Aye	Aye	Aye
		Stan Gryczko	Alternate				
		Richard Tsai	Alternate				
2	City of West Sacramento	Verna Sulpizio Hull	<b>Board</b>	X**	Aye	Aye	Aye
3	City of Winters	Carol Scianna	<b>Board</b>	X	Aye	Aye	Aye
		Kurt Balasek	Alternate				
		Wade Cowan	Alternate				
4	City of Woodland	Mayra Vega	<b>Board</b>	Absent	Absent	Absent	Absent
		Tania Garcia-Cadena	Alternate				
5	Dunnigan Water District	David Schaad	<b>Board</b>	X	Aye	Aye	Aye
		Bill Vanderwaal	Alternate				
6	Esparto CSD	Manuel Quintana	<b>Board</b>	Absent	Absent	Absent	Absent
			Alternate				
7	Madison CSD	Leo Refsland	<b>Board</b>	Absent	Absent	Absent	Absent
8	RD 108	Roger Cornwell	<b>Board</b>	X	Aye	Aye	Aye
		Bill Vanderwaal	Alternate				
9	RD 150	Warren Bogle	<b>Board</b>	X**	Aye	Aye	Aye
10	RD 307	James Johas	<b>Board</b>	X	Aye	Aye	Aye
		Karen Chesnut	Alternate				
11	RD 537	Tom Ramos	<b>Board</b>	X*	Absent	Absent	Absent
12	RD 730	Jim Heidrick	<b>Board</b>	X	Aye	Aye	Aye
13	RD 765	David Dickson, Jr.	<b>Board</b>	X	Aye	Aye	Aye
		Doug Dickson, Sr.	Alternate				
14	RD 787	Roger Cornwell	<b>Board</b>	X (nonvoting)	Absent	Absent	Absent
		Dominic Bruno	Alternate	X*			
15	RD 999	Tom Slater	<b>Board</b>	X	Aye	Aye	Aye
16	RD 1600	Michele Clark	<b>Board</b>	Absent	Absent	Absent	Absent
17	RD 2035	Kyriakos Tsakopoulos	<b>Board</b>	Absent	Absent	Absent	Absent
18	Rumsey Water Users Association	Ken Muller	<b>Board</b>	Absent	Absent	Absent	Absent
		Mica Bennet	Alternate	X*			
19	Yocha Dehe Wintun Nation	Marc Fawns	<b>Board</b>	X	Aye	Aye	Aye
		Jim Etters	Alternate				
20	Yolo County	Mary Vixie Sandy	<b>Board</b>	X	Aye	Aye	Aye
21	YCFC&WCD	Tom Barth	<b>Board</b>	X	Aye	Aye	Aye
		Kristin Sicke	Alternate	X			
22	UC Davis	Andrew Fulks	<b>Board</b>	X	Aye	Aye	Aye
		Kelli O'Day	Alternate				
23	Cal Am Water - Dunnigan	Evan Jacobs	<b>Board</b>	X	Aye	Aye	Aye
		Audie Foster	Alternate				
24	Colusa Drain MWC	Lynnel Pollock	<b>Board</b>	X**	Aye	Aye	Aye
		Jim Wallace	Alternate				
25	Yolo County Farm Bureau	Lee Smith	<b>Board</b>	X	Aye	Aye	Aye
		Denise Sagara	Alternate				
26	Environmental Rep.	Ann Brice	<b>Board</b>	X	Aye	Aye	Aye

\*remote attendance, member was non-voting

\*\*remote attendance, member provided just cause pursuant to AB 2449





**Yolo Subbasin Groundwater Agency**  
**Balance Sheet**  
As of January 16, 2024

	Jan 16, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · 1st Northern-Checking	24,000.00
1010 · 1st Northern-Savings	5,670.48
1020 · Yolo County Treasury	1,146,706.78
<b>Total Checking/Savings</b>	1,176,377.26
<b>Accounts Receivable</b>	
1100 · Accounts Receivable	24,461.82
<b>Total Accounts Receivable</b>	24,461.82
<b>Other Current Assets</b>	
1150 · Prepaid Insurance	492.25
1200 · Undeposited Funds	1,519.25
<b>Total Other Current Assets</b>	2,011.50
<b>Total Current Assets</b>	1,202,850.58
<b>TOTAL ASSETS</b>	<b>1,202,850.58</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	78,987.33
<b>Total Accounts Payable</b>	78,987.33
<b>Total Current Liabilities</b>	78,987.33
<b>Total Liabilities</b>	78,987.33
<b>Equity</b>	
3000 · Unassigned Fund Balance	-24,000.00
3010 · Nonspendable Fund Balance	492.00
3300 · Assigned Fund Balance	24,000.00
3200 · Retained Earnings	943,164.79
Net Income	180,206.46
<b>Total Equity</b>	1,123,863.25
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,202,850.58</b>

## Yolo Subbasin Groundwater Agency

### Budget vs Actual

July 1, 2023 through January 16, 2024

	Jul 1, '23 - Jan 16, 24	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4000 · Member Contributions-Municipal	160,000.00	160,000.00	100.0%
4100 · Member Contributions-Rural	237,841.50	257,842.00	92.2%
4200 · Member Contributions-Affiliates	65,170.00	65,170.00	100.0%
4600 · Direct Contributions - IRWM Fee	7,157.57	7,157.00	100.0%
4700 · Well Permitting Regulatory Fees	3,672.00	10,000.00	36.7%
4900 · Interest Income	3,417.85	12,000.00	28.5%
<b>Total Income</b>	<b>477,258.92</b>	<b>512,169.00</b>	<b>93.2%</b>
<b>Expense</b>			
5100 · Bank & Other Fees	25.00	1,500.00	1.7%
5300 · Insurance-General & Auto	2,069.00	2,500.00	82.8%
5500 · Membership Dues	24,040.00	25,000.00	96.2%
7000 · Admin. Expenses	1,393.58	5,000.00	27.9%
7100 · Project Mgmt-SGMA Implementatio	125,422.56	260,000.00	48.2%
7125 · Buckeye Creek Recharge Project	0.00	8,863.00	0.0%
7200 · Consultant Services	52,271.25	200,000.00	26.1%
7300 · Legal Services	17,859.00	20,000.00	89.3%
7350 · Audit Services - Financial	7,800.00	15,300.00	51.0%
7400 · GSP - Related Consultant Costs	52,321.87	75,000.00	69.8%
7600 · YC Groundwater Monitor Program	10,070.00	90,000.00	11.2%
7700 · GSP Verif in Well Permit Review	3,780.20	10,000.00	37.8%
<b>Total Expense</b>	<b>297,052.46</b>	<b>713,163.00</b>	<b>41.7%</b>
<b>Net Ordinary Income</b>	<b>180,206.46</b>	<b>-200,994.00</b>	<b>-89.7%</b>
<b>Net Income</b>	<b>180,206.46</b>	<b>-200,994.00</b>	<b>-89.7%</b>

**Yolo Subbasin Groundwater Agency**  
**Statement of Cash Flows**  
 July 1, 2023 through January 16, 2024

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	Jul 1, '23 - Jan 16, 24
<b>OPERATING ACTIVITIES</b>	
Net Income	180,206.46
Adjustments to reconcile Net Income to net cash provided by operations:	
1100 · Accounts Receivable	-24,461.82
2000 · Accounts Payable	-16,904.88
	138,839.76
Net cash provided by Operating Activities	138,839.76
Net cash increase for period	138,839.76
Cash at beginning of period	1,039,056.75
Cash at end of period	1,177,896.51

**Yolo Subbasin Groundwater Agency**  
**Profit & Loss**  
**July 1, 2023 through January 16, 2024**

	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 1 - 16, 24	TOTAL
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
4000 · Member Contributions-Municipal	160,000.00	0.00	0.00	0.00	0.00	0.00	0.00	160,000.00
4100 · Member Contributions-Rural	237,841.50	0.00	0.00	0.00	0.00	0.00	0.00	237,841.50
4200 · Member Contributions-Affiliates	65,170.00	0.00	0.00	0.00	0.00	0.00	0.00	65,170.00
4600 · Direct Contributions - IRWM Fee	0.00	0.00	0.00	0.00	7,157.57	0.00	0.00	7,157.57
4700 · Well Permitting Regulatory Fees	350.00	22.00	1,750.00	0.00	350.00	1,200.00	0.00	3,672.00
4900 · Interest Income	0.00	0.00	1.43	0.00	3,414.99	1.43	0.00	3,417.85
<b>Total Income</b>	<b>463,361.50</b>	<b>22.00</b>	<b>1,751.43</b>	<b>0.00</b>	<b>10,922.56</b>	<b>1,201.43</b>	<b>0.00</b>	<b>477,258.92</b>
<b>Expense</b>								
5100 · Bank & Other Fees	0.00	0.00	0.00	0.00	25.00	0.00	0.00	25.00
5300 · Insurance-General & Auto	492.25	100.00	0.00	0.00	1,476.75	0.00	0.00	2,069.00
5500 · Membership Dues	0.00	0.00	0.00	0.00	21,500.00	0.00	2,540.00	24,040.00
7000 · Admin. Expenses	15.84	3.15	496.51	46.95	291.44	1.26	538.43	1,393.58
7100 · Project Mgmt-SGMA Implementatio	591.25	0.00	65,968.81	0.00	0.00	0.00	58,862.50	125,422.56
7200 · Consultant Services	11,751.25	14,912.50	11,877.50	5,576.25	4,910.00	3,243.75	0.00	52,271.25
7300 · Legal Services	500.00	685.50	6,355.00	0.00	10,318.50	0.00	0.00	17,859.00
7350 · Audit Services - Financial	7,800.00	0.00	0.00	0.00	0.00	0.00	0.00	7,800.00
7400 · GSP - Related Consultant Costs	0.00	0.00	0.00	0.00	52,321.87	0.00	0.00	52,321.87
7600 · YC Groundwater Monitor Program	0.00	0.00	8,230.00	0.00	0.00	0.00	1,840.00	10,070.00
7700 · GSP Verif in Well Permit Review	0.00	0.00	1,333.80	0.00	0.00	0.00	2,446.40	3,780.20
<b>Total Expense</b>	<b>21,150.59</b>	<b>15,701.15</b>	<b>94,261.62</b>	<b>5,623.20</b>	<b>90,843.56</b>	<b>3,245.01</b>	<b>66,227.33</b>	<b>297,052.46</b>
<b>Net Ordinary Income</b>	<b>442,210.91</b>	<b>-15,679.15</b>	<b>-92,510.19</b>	<b>-5,623.20</b>	<b>-79,921.00</b>	<b>-2,043.58</b>	<b>-66,227.33</b>	<b>180,206.46</b>
<b>Net Income</b>	<b>442,210.91</b>	<b>-15,679.15</b>	<b>-92,510.19</b>	<b>-5,623.20</b>	<b>-79,921.00</b>	<b>-2,043.58</b>	<b>-66,227.33</b>	<b>180,206.46</b>

**Yolo Subbasin Groundwater Agency**  
**A/P Aging Summary**  
As of January 16, 2024

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Richardson & Company LLP	0.00	7,800.00	0.00	0.00	7,500.00	15,300.00
Yolo County Flood Control & WCD	63,687.33	0.00	0.00	0.00	0.00	63,687.33
<b>TOTAL</b>	<b><u>63,687.33</u></b>	<b><u>7,800.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>7,500.00</u></b>	<b><u>78,987.33</u></b>

**Yolo Subbasin Groundwater Agency  
Transaction List by Date**

November 18, 2023 through January 16, 2024

Type	Date	Num	Name	Memo	Account	Cir	Split	Amount
<b>Nov 18, '23 - Jan 16, 24</b>								
Bill	11/18/2023		ACWA/JPIA	FY2023-24 policy: period 10/1/23 to 10/1/24 Auto & Gener...	2000 · Accounts Payable		-SPLIT-	-1,969.00
Bill Pmt -Check	11/23/2023	307	Solano County Water Agency	IRWMP 2023-2024	1000 · 1st Northern-Checking	X	2000 · Accounts Payable	-21,500.00
Bill Pmt -Check	11/23/2023	308	West Yost	Inv #s 2054878, 2055182, 2055608	1000 · 1st Northern-Checking	X	2000 · Accounts Payable	-39,058.09
Bill Pmt -Check	11/23/2023	309	Yolo County Flood Control & WCD	Expenses 07/01/2023 - 09/30/2023	1000 · 1st Northern-Checking	X	2000 · Accounts Payable	-75,814.57
Transfer	11/30/2023			Funds Transfer	1020 · Yolo County Treasury	X	1000 · 1st Northern-Checking	-118,571.71
Bill	11/30/2023	YSGA Expenses	Yolo County Flood Control & WCD	Copies & Postage 11/1 - 11/30/2023	2000 · Accounts Payable		7000 · Admin. Expenses	-291.44
Bill	11/30/2023	1954	Consero Solutions	Nov SGA Work & Subcontracted EEC Services	2000 · Accounts Payable		7200 · Consultant Services	-4,610.00
Bill	11/30/2023	3207	LedgerPro Bookkeeping	Bookkeeping Services Provided in November	2000 · Accounts Payable		7200 · Consultant Services	-300.00
Bill	11/30/2023	594409	Downey Brand LLP	Services rendered through November 30, 2023	2000 · Accounts Payable		7300 · Legal Services	-3,124.00
Payment	11/30/2023	ACH	Reclamation District 150	Combined with County Transfer	1000 · 1st Northern-Checking	X	1100 · Accounts Receivable	1,073.25
Bill	12/01/2023	6775E34E-0004	Streamline	12/1/2023 - 12/1/2024 Web 250k-500k	2000 · Accounts Payable		7200 · Consultant Services	-1,440.00
Deposit	12/06/2023			Deposit	1020 · Yolo County Treasury	X	4700 · Well Permitting Regulatory Fees	150.00
Deposit	12/14/2023			Deposit	1020 · Yolo County Treasury	X	4700 · Well Permitting Regulatory Fees	700.00
Payment	12/21/2023	ACH	Madison Community Service District		1000 · 1st Northern-Checking	X	1100 · Accounts Receivable	5,000.00
Deposit	12/21/2023			Deposit	1020 · Yolo County Treasury	X	4700 · Well Permitting Regulatory Fees	350.00
Bill Pmt -Check	12/28/2023	310	ACWA/JPIA	FY2023-24 policy: period 10/1/23 to 10/1/24 Auto & Gener...	1000 · 1st Northern-Checking		2000 · Accounts Payable	-1,969.00
Deposit	12/29/2023			Interest	1010 · 1st Northern-Savings	X	4900 · Interest Income	1.43
Bill	12/31/2023	YSGA Expenses	Yolo County Flood Control & WCD	Copies & Postage 12/1 - 12/31/2023	2000 · Accounts Payable		7000 · Admin. Expenses	-1.26
Bill	12/31/2023	1964	Consero Solutions	Inv #1964 December services	2000 · Accounts Payable		7200 · Consultant Services	-1,803.75
Bill	01/03/2024	2024 Affiliate Mbr	ACWA	Affiliate Membership Dues 2024	2000 · Accounts Payable		5500 · Membership Dues	-2,540.00
Payment	01/11/2024	Per K.S. Email	Reclamation District 537		1200 · Undeposited Funds		1100 · Accounts Receivable	1,519.25
Bill Pmt -Check	01/12/2024	311	ACWA	Affiliate Membership Dues 2024	1000 · 1st Northern-Checking		2000 · Accounts Payable	-2,540.00
Bill Pmt -Check	01/12/2024	312	Consero Solutions	Inv's 1954 & 1964	1000 · 1st Northern-Checking		2000 · Accounts Payable	-6,413.75
Bill Pmt -Check	01/12/2024	313	Downey Brand LLP	Inv #s 594603, 594409	1000 · 1st Northern-Checking		2000 · Accounts Payable	-10,318.50
Bill Pmt -Check	01/12/2024	314	LedgerPro Bookkeeping	Bookkeeping Services Provided in November	1000 · 1st Northern-Checking		2000 · Accounts Payable	-300.00
Bill Pmt -Check	01/12/2024	315	Streamline	12/1/2023 - 12/1/2024 Web 250k-500k	1000 · 1st Northern-Checking		2000 · Accounts Payable	-1,440.00
Bill Pmt -Check	01/12/2024	316	West Yost	Professional services from October 7, 2023 to November ...	1000 · 1st Northern-Checking		2000 · Accounts Payable	-13,263.78
Bill Pmt -Check	01/12/2024	317	Yolo County Flood Control & WCD	Nov & Dec Copies & Postage	1000 · 1st Northern-Checking		2000 · Accounts Payable	-292.70
Transfer	01/12/2024			Funds Transfer	1020 · Yolo County Treasury		1000 · 1st Northern-Checking	-30,464.48
Bill	01/15/2024	2023.1231	Yolo County Flood Control & WCD	Expenses 10/01/2023 - 12/31/2023	2000 · Accounts Payable		-SPLIT-	-63,687.33
<b>Nov 18, '23 - Jan 16, 24</b>								

**Yolo Subbasin Groundwater Agency  
Open Invoices  
As of January 16, 2024**

Type	Date	Num	P. O. #	Name	Terms	Due Date	Aging	Open Balance
<b>Colusa Drain Mutual Water Comany</b>								
Invoice	07/07/2023	2023-6		Colusa Drain Mutual Water Comany	50% Invoice Due Date	01/27/2024		5,000.00
Total Colusa Drain Mutual Water Comany								5,000.00
<b>Reclamation District 150</b>								
Invoice	07/07/2023	2023-27		Reclamation District 150	50% Invoice Due Date	01/27/2024		1,073.25
Total Reclamation District 150								1,073.25
<b>Reclamation District 1600</b>								
Invoice	07/07/2023	2023-14		Reclamation District 1600	50% Invoice Due Date	01/27/2024		1,731.00
Total Reclamation District 1600								1,731.00
<b>Reclamation District 2035</b>								
Invoice	07/07/2023	2023-16		Reclamation District 2035	50% Invoice Due Date	01/27/2024		9,500.00
Total Reclamation District 2035								9,500.00
<b>Water Resources Association</b>								
Invoice	11/15/2023	2023-28		Water Resources Association	Upon Account Closure	02/23/2024		7,157.57
Total Water Resources Association								7,157.57
<b>TOTAL</b>								<b>24,461.82</b>

## Yolo Subbasin Groundwater Agency Upcoming Cash Requirements

	Type	Date	Num	Name	As of January 16, 2024	Memo	Due Date	Aging	Open Balance
Current	Bill	01/15/2024	2023.1231	Yolo County Flood Control & WCD		Expenses 10/01/2023 - 12/31/2023	01/31/2024		63,687.33
Total Current									<u>63,687.33</u>
<b>1 - 30</b>									
Bill	07/01/2023	FY2023	Richardson & Company LLP		Audit services not to exceed \$7,800.00 for FY 2023	12/31/2023	16	7,800.00	
Total 1 - 30								<u>7,800.00</u>	
<b>31 - 60</b>									
Total 31 - 60									
<b>61 - 90</b>									
Total 61 - 90									
<b>&gt; 90</b>									
Bill	06/30/2023	FY2022	Richardson & Company LLP		Audit services for FY2022 not to exceed \$7,500	06/30/2023	200	7,500.00	
Total > 90								<u>7,500.00</u>	
<b>TOTAL</b>								<u><u>78,987.33</u></u>	

Current Cash Balance {Checking Only}	24,000.00
<i>Richardson invoices not yet received - Audit not yet complete Dated to reflect consistency with reporting years</i>	Ending Cash Balance After Paying Bills Actually Owed
	(39,687.33)
Desired Reserve in Checking/Savings (Per Assigned Fund Balance)	24,000.00
Ending Cash Reserve or (Transfer Needed)	(63,687.33)



Yolo Subbasin Groundwater Agency  
MINUTES of Executive Committee (EC) Meeting  
November 14, 2023, 1:00 p.m. – 2:00 p.m.  
Hosted at YCFC&WCD Headquarters  
34274 State Highway 16, Woodland

**Present:** Lee Smith, Dave Schaad, Kristin Sicke, Dotty Pritchard, Mary Vixie Sandy, Elisa Sabatini, Carol Scianna, Sarah Leicht

1. **Call to Order:** Meeting was called to order by Lee Smith at 1:00 pm.
2. **Adding Items to the Posted Agenda:** Nothing to add.
3. **Public Comment:** No comments.
4. **Administrative Items (Sicke):**
  - a) *October 19, 2023 meeting minutes* were approved.
  - b) *Reviewed financials: FY 2023-2024: 7/1 – 11/9/23:* Financials were provided with the agenda packet.
  - c) *Payments to approve:* Payments were provided with the agenda packet.

David Schaad moved to approve administrative items a) and c) which was seconded by Lee Smith and approved unanimously. David Schaad asked about the budget and invoicing for West Yost's work. Kristin will provide the invoices for approval at the November 20 Board of Directors meeting.

5. **Update on YSGA GSP Implementation Actions:** Discussion Item (Sicke)
  - a) *Water Conditions Update:* The last fall groundwater level measurements are now in, and the updated average hydrograph will be provided at Monday's meeting.
  - b) *Grant Funding Opportunities:* Staff submitted an application to the WaterSMART Applied Science Grant. Award announcements are expected in Spring 2024. Consero is pursuing SWRCB funding and potential Congressional earmarks for YSGA projects.
  - c) *Ad Hoc Drought Contingency Planning Committee:* The committee is currently reviewing the Draft Technical Memo for Hydrogeologist Reports by email.
  - d) *Ad Hoc Committee for Reconsideration of Expense Allocation:* Rebecca Smith is developing a summary document to provide to districts for a conversation with individual boards.

6. **Consideration: Recommend Board Authorize Proceeding with Project Initiation and Private Job Work Orders:** Kristin and Sarah provided an overview of the project. Approval of the Project Initiation and Private Job Work Orders will allow the newly constructed multi-completion monitoring wells to be fully integrated into the SCADA network by YCFC&WCD staff.

The Committee discussed which agency would own the equipment. Kristin will consult with legal counsel to determine the easiest path.

David Schaad moved to Recommend Board Authorize Proceeding with Project Initiation and Private Job Work Orders which was seconded by Carol Scianna and approved unanimously.

Yolo Subbasin Groundwater Agency  
MINUTES of Executive Committee (EC) Meeting  
November 14, 2023, 1:00 p.m. – 2:00 p.m.  
Hosted at YCFC&WCD Headquarters  
34274 State Highway 16, Woodland

**7. Draft Agenda Items for November 20, 2023 Board of Directors Meeting**

- a) 2024 Board Meeting Schedule: 1/22, 3/18, 6/17, 9/16, 11/18
- b) Consent Items:
  - i. Meeting Minutes
  - ii. Financials
- c) Executive Officer Report – RMW Fall 2023 Hydrograph and Summary of GSP Review and Corrective Actions
- d) DWR / NCWA Update
- e) Consideration: Fiscal Year 2023/2024 Budget: Approve Payments, Amendment, and Entering into Contracts
  - i. Approval of YCFC&WCD Invoice (*draft* \$75,814)
  - ii. Approval of EC's Recommendation to Authorize Proceeding with Project Initiation and Private Job Work Orders
  - iii. Adopt Fiscal Year 2023/2024 Budget Amendment #1 (Audit & Westside IRWM - \$14,342.43) and Approve
  - iv. Approval of SEI and Websoft Contracts (SGMA Implementation Grant)
- f) Consideration: Receive Presentation on Focus Areas Map and Consider Adoption
- g) Consideration: Approval of the *Draft* Hydrogeologist Report TM and Public Review
- h) Presentation: Update on Draft Well Permitting Procedures

The Committee discussed the necessity of increasing the meeting frequency of the Board. General consensus was reached to make the Board meeting schedule bi-monthly and hold additional Ad Hoc Committee meetings as necessary.

**8. Other Updates & Future Executive Committee Agenda Items:** Nothing to report.

**9. Next Executive Committee Meeting Date:** The next meeting will be scheduled via email.

**10. Adjourned** at 2:10 pm.

Respectfully submitted,



Kristin Sicke  
Executive Officer

**YOLO COUNTY FLOOD CONTROL &  
WATER CONSERVATION DISTRICT**

34274 State Highway 16  
Woodland, CA 95695-9371

\* \* \*

(530) 662-0265

INVOICE # 2023.1231

DATE: 1/10/2024

Yolo Subbasin Groundwater Agency  
34274 State Highway 16  
Woodland, CA 95776

# INVOICE

**Yolo County Flood Control & WCD Expenses 10/01/2023 - 12/31/2023**

<u>YCFC Labor Costs</u>	<u>Hourly Billing Rate</u>	<u>Hours</u>	<u>Cost Code</u>	<u>Amount</u>
Kristin Sicke	\$140.40	145.0	7100	\$ 20,358.00
Sarah Leicht	\$52.12	390.5	7100	\$ 20,352.86
Nathan Fisher	\$43.88	411.0	7100	\$ 18,034.68
Aaron Gurecki	\$58.48	2.0	7100	\$ 116.96
Kristin Sicke - Well Permitting	\$140.40	10.0	7700	\$ 1,404.00
Sarah Leicht - Well Permitting	\$52.12	20.0	7700	\$ 1,042.40
<b>Total Labor</b>		<b>978.5</b>		<b>\$ 61,308.90</b>

Expenses

09/28/23	GIS Cloud, Inc. - 10 GB Storage (09/28/23-10/28/23)	7600	\$	25.00
10/28/23	GIS Cloud, Inc. - 10 GB Storage (10/28/23-11/28/23)	7600	\$	25.00
11/28/23	GIS Cloud, Inc. - 10 GB Storage (11/28/23-12/28/23)	7600	\$	25.00
10/15/23	GIS Cloud, Inc. - Map Editor (10/15/23-11/15/23)	7600	\$	55.00
11/15/23	GIS Cloud, Inc. - Map Editor (11/15/23-12/15/23)	7600	\$	55.00
12/15/23	GIS Cloud, Inc. - Map Editor (12/15/23-01/15/24)	7600	\$	55.00
10/03/23	GIS Cloud, Inc. - Mobile Data Collection (10/03/23-11/03/23)	7600	\$	40.00
11/03/23	GIS Cloud, Inc. - Mobile Data Collection (11/03/23-12/03/23)	7600	\$	40.00
12/03/23	GIS Cloud, Inc. - Mobile Data Collection (12/03/23-01/03/24)	7600	\$	40.00
10/14/23	ZOOM One Pro- (10/14/23-11/13/23)	7000	\$	15.99
11/14/23	ZOOM One Pro- (11/14/23-12/13/23)	7000	\$	15.99
10/10/23	Amazon Business - 8 1/2" x 11" Laser/Inkjet Postcards	7000	\$	19.75
09/28/23	Nugget Market - Sandwiches - EC Meeting (Reimb K. Sicke)	7000	\$	52.45
10/19/23	Nugget Market - Sandwiches - EC Meeting	7000	\$	72.33
11/14/23	Nugget Market - Sandwiches - EC Meeting	7000	\$	72.43
11/20/23	Nugget Market - Refreshments - Board Meeting	7000	\$	30.87
12/27/23	US Bank Equipment Finance - Copy Machine Overage	7000	\$	258.62
12/26/23	Websoft Developers, Inc. - WRID: SGMA Rebuild 2021	7600	\$	1,480.00
<b>Total Expenses</b>			<b>\$</b>	<b>2,378.43</b>

7000 Sub-Total	\$	538.43
7100 Sub-Total	\$	58,862.50
7600 Sub-Total	\$	1,840.00
7700 Sub-Total	\$	2,446.40
	\$	63,687.33

**TOTAL REIMBURSEMENT REQUESTED** **\$ 63,687.33**

Due and payable on receipt of invoice. Accounts become delinquent 30 days from date mailed. Delinquent accounts will be charged a 1.5% finance charge per month with a 5% penalty on December 31st on accounts delinquent on that date.

**Yolo Subbasin Groundwater Agency Board of Directors**  
**Meeting Agenda Report**

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**MEETING DATE:** January 22, 2024

**AGENDA ITEM NO. 5**

**SUBJECT:** Report of the Chair and Executive Officer

INITIATED OR     BOARD                                     INFORMATION  
REQUESTED BY:  STAFF                                     ACTION:  MOTION  
                                  OTHER \_\_\_\_\_                                     RESOLUTION

ATTACHMENT  YES     NO

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**BACKGROUND**

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

A written report from the YSGA Executive Officer is attached.

**RECOMMENDATION**

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

**Date:** January 19, 2024  
**To:** YSGA Board of Directors  
**From:** Kristin Sicke, Executive Officer  
**Subject:** Report of the Executive Officer

### **Recommendation**

For informational purposes only. No Board action required.

### **Background**

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

Since the November 20, 2023 meeting of the YSGA Board of Directors the following activities have taken place.

### **Program Administration**

One meeting was held by the YSGA Executive Committee (EC) on January 12, 2024. The EC, consisting of Lee Smith, David Schaad, Kurt Balasek, Mary Vixie Sandy, and Executive Officer Kristin Sicke, discussed logistical issues related to YSGA administration and the implementation of the Groundwater Sustainability Plan (GSP). The Committee discussed administrative items along with the ongoing development of the Focus Areas map and Hydrogeologist Report requirements, potential approaches to the YSGA fee study and how it may impact YSGA governance, and grant funding opportunities.

As a follow-up to the November 20, 2023 Board meeting, the *YSGA Ad Hoc Drought Contingency Planning Committee* met on December 20, 2023 to review progress made by YSGA staff and West Yost to develop a potential tiered approach to the hydrogeologist report requirements.

YSGA staff continue to coordinate with stakeholders and to schedule and participate in community meetings for ensuring successful outreach during GSP implementation. Staff also continue to communicate with Solano Subbasin GSA, N. American Subbasin, Sutter Subbasin, and Colusa Groundwater Authority on data/information sharing and project opportunities, as well as other GSAs and Counties on their well permitting activities.

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

### **Program Implementation**

- GSP Public Outreach
  - Ongoing correspondence with concerned stakeholders, well drillers, and well applicants to answer questions about SGMA and the revised well permitting process.
- Projects and Management Actions

- Coordinated with Yolo County in the well permitting process in accordance with Executive Orders N-7-22 and N-3-23
  - Received approved well permits and reviewed pending well permits from Yolo County’s Environmental Health Division
- Data Management/Website Updates
  - Worked with Websoft developers to develop scope of work for updates to the WRID and yologroundwater.org websites
  - YSGA staff, along with Vishal Mehta of Leafbird Consulting and Chuck Young of Stockholm Environment Institute, met with several prominent Yolo County growers to discuss the development of a machine learning algorithm (trained with grower-provided data) that would determine crop type and irrigation status using satellite imagery. A similar algorithm has been developed by LandIQ and has been used in the past by the YSGA in our groundwater model, however, the data is released on a two-year delay, which leads to inaccuracies in the model. Having more accurate and timely land-use data is essential to our annual reporting and GSP update processes. If you are a grower and have data that may be useful in this process, please contact us.
- Monitoring Network
  - Continued to provide water level readings for domestic well owners
  - Continued implementation of citizen science program for individual well monitoring
  - Staff are in the process of installing real-time monitoring equipment on the three new multi-completion wells on the west side of the Subbasin. Staff have been completing bi-weekly measurements in the interim, and the data is available to view online at [sgma.yologroundwater.org](http://sgma.yologroundwater.org).
- Areas of Special Concern
  - Participated in various meetings with West Yost to review the draft hydrogeologist report guidelines and develop a tiered approach to report requirements.
  - Coordinate with Stantec and [DIG IN](#) to enter into a contract for outreach and communication assistance with Hungry Hollow Area for [facilitation support services from DWR](#)
- Drought Response
  - Worked with Yolo County OES to facilitate end of water deliveries to households with dry wells
  - Participated in planning meetings related to the [SB 552](#) County Drought Plan
- GSP Annual Report
  - Gathered and processed data on sustainable management criteria for groundwater levels, land subsidence, interconnected surface waters.
  - Gathered data from member entities on surface water diversions, groundwater extraction, and land use.

### **Program Outreach**

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

1. Participated in ACWA Fall Conference and Board Meetings (November 27-30 and January 4; Directors Barth, Cornwell, and Vanderwaal, and Sicke)

2. Meetings with The Nature Conservancy to explore methodology to improve monitoring of groundwater dependent ecosystems and interconnected surface water (November 27, January 4; Sicke, Leicht, and Fisher)
3. Meeting with Grant Davids (December 5; Sicke)
4. Staff participated in a meeting with Water & Land Solutions to discuss the work plan for the China Slough Rehabilitation project (December 6; Sicke, Leicht, and Fisher)
5. Met with landowners in the Oat Creek area to determine next steps for the Oat Creek Recharge Project (December 7; Sicke, Leicht, and Fisher)
6. YSGA staff and West Yost met with County staff and LSCE to communicate progress made on developing hydrogeologist report guidelines (December 8; Sicke, Leicht, and Fisher)
7. Participated in NCWA Groundwater Management Task Force Meeting (December 11; Director Vanderwaal, and Sicke)
8. Participated in the Dunnigan Water District Board of Directors Meeting (December 13; Directors Schaad and Vanderwaal, and Sicke)
9. Staff hosted a tour of China Slough and YCFC&WCD facilities to be upgraded as part of the China Slough Rehabilitation project (December 14; Sicke, Leicht, and Fisher)
10. Participated in a meeting with Stantec and DIG IN to discuss the work plan for outreach in the Hungry Hollow (December 19; Sicke and Fisher)
11. Hosted YSGA *Ad Hoc Drought Contingency Planning Committee* (December 20; Committee members; Sicke, Leicht, and Fisher)
12. Meeting with Community Alliance with Family Farmers (CAFF) (December 21; Sicke)
13. Participated in Groundwater Accounting & Data Reporting Pilot meetings (December 21, January 10; Sicke, Leicht, and Fisher)
14. Meeting to Brainstorm on YSGA Governance and Fee Study (January 8; Directors Barth, Schaad, and Smith; R. Smith and Sicke)
15. Well Moratorium Briefings with County Supervisors (January 9; Sicke)
16. Represented Yolo County in Westside Sacramento IRWM Coordinating Committee Meetings (January 10; Leicht)
17. Hosted YSGA Executive Committee Meeting (January 12; Directors Balasek, Schaad, and Smith; Sicke, Leicht, and Fisher; Sabatini)
18. Participated in Yolo County Drought Task Force Subgroup Meeting (January 17, Leicht)
19. Hosted meeting with Yolo Subbasin water users to QA/QC ET satellite data (January 17; Director Smith, and Sicke, Leicht, and Fisher)
20. Participated in the ACWA State Legislative Committee Meeting (January 19; Sicke)

### **Other Items of Note**

On January 10, Governor Newsom released a budget proposal for 2024-25. This budget projects a \$37.86 billion deficit, necessitating cuts to certain state programs including CDFW's State Water Efficiency and Enhancement Program and OPR's Regional Climate Resilience Program. There will not be another SGMA Implementation Grant solicitation for the foreseeable future. The full budget document can be viewed [here](#).

Important new laws related to groundwater that took effect January 1, 2024 are listed below:

AB 779 – Groundwater: Adjudication: <https://legiscan.com/CA/text/AB779/id/2840332>

SB 659 – Groundwater Recharge: Min. Requirement: <https://legiscan.com/CA/text/SB659/id/2844602>

Proposed bill for the 2023/2024 Legislative Session: Assembly Bill 828 – Sustainable groundwater management: managed wetlands was heard in the Assembly Water, Parks, and Wildlife Committee on January 9, 2024: <https://legiscan.com/CA/text/AB828/id/2782408>.

### **Current Groundwater Conditions**

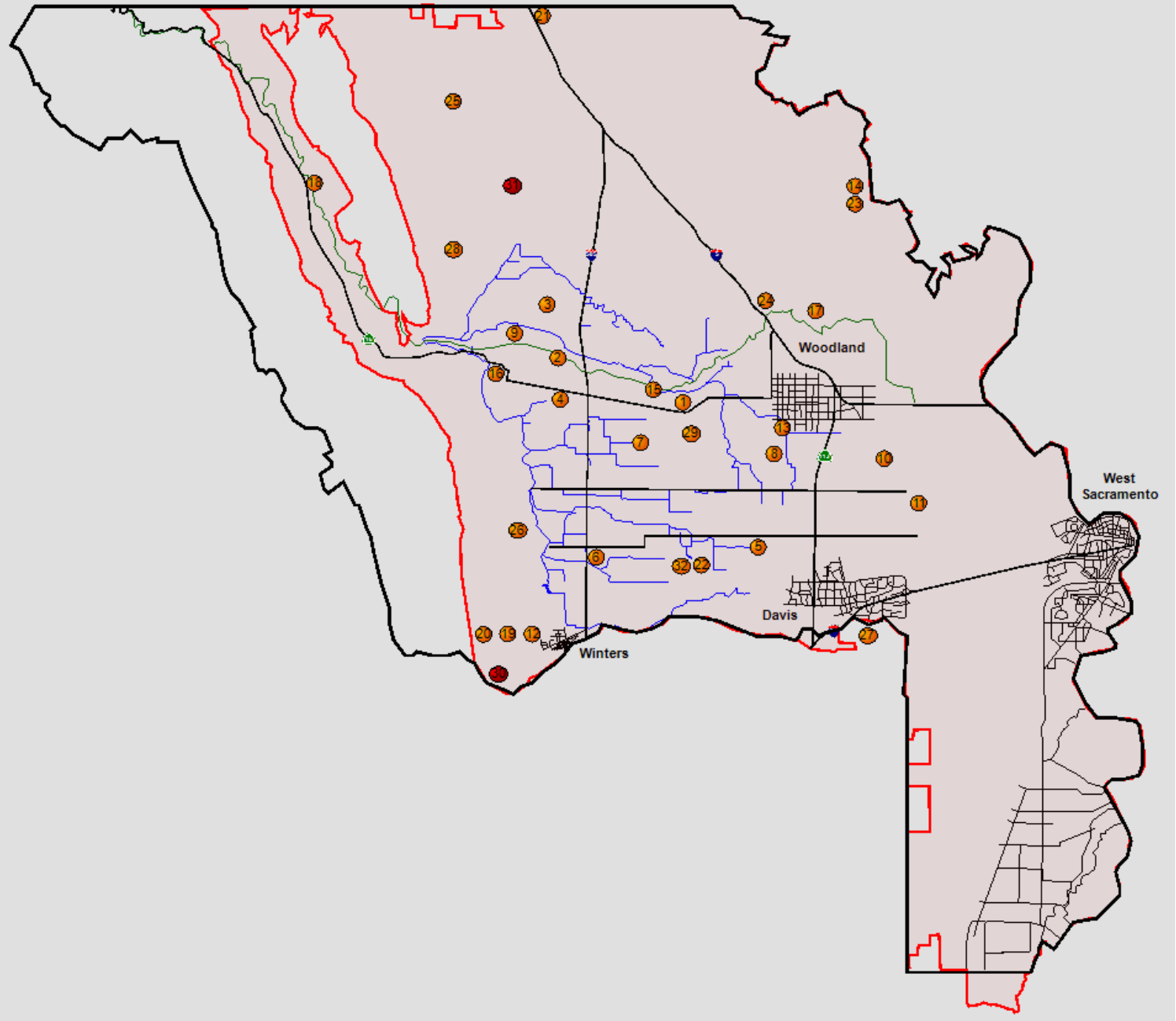
Groundwater levels are steadily recovering throughout the continuous monitoring network following the end of an unallocated irrigation season, which saw much less drawdown than in 2021 and 2022 due to the availability of surface water supplies in 2023. When compared to last year’s elevations (as shown on the historical depth to water table below), this January’s water levels are on average 13.5 feet higher. When compared to 2015 elevations, this January’s groundwater levels are on average 9 feet higher.

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

1. A location map of the 32 real-time monitoring locations currently operating in the Yolo Subbasin (Well 30 is a continuous datalogger site).
2. A table showing historical groundwater elevations on a specific date (January 18, 2024 in this example).
3. A tiled hydrograph of the real-time monitoring wells illustrating depth to water for January 18, 2023 to January 18, 2024.
4. The fall 2023 hydrograph of average groundwater levels based on 62 monitored wells throughout the Yolo Subbasin (the Representative Monitoring Wells). These measurements are normally taken twice annually, once in the spring when groundwater levels are at their highest and again in the fall when groundwater levels are at their lowest.



**Well Monitoring**  
Continuous







SCADA Links

Comparison Trends

Comparison Table

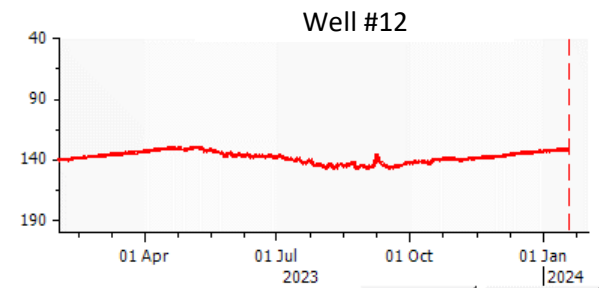
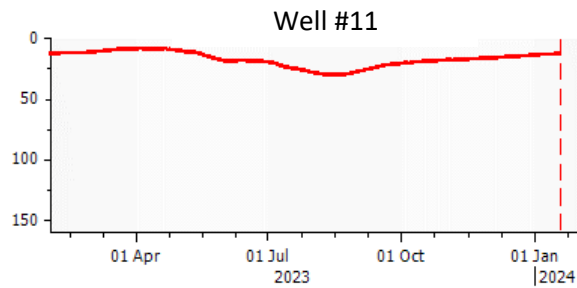
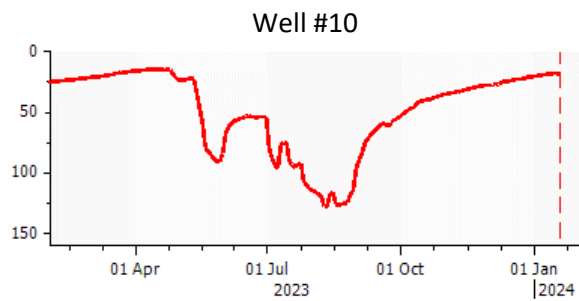
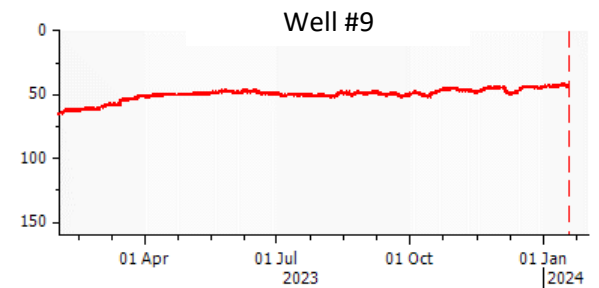
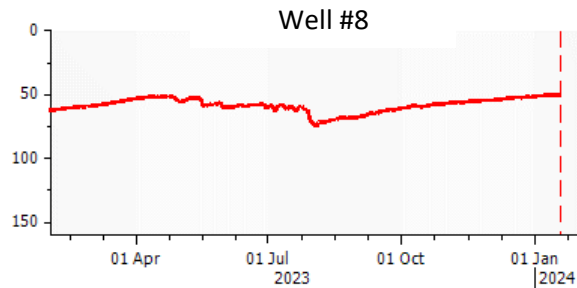
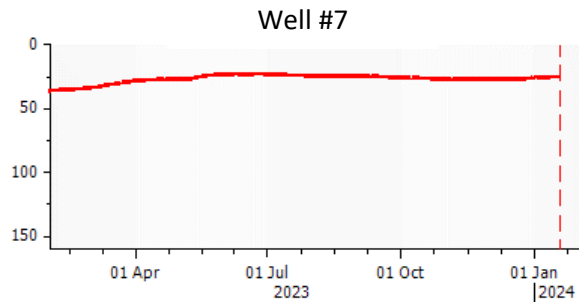
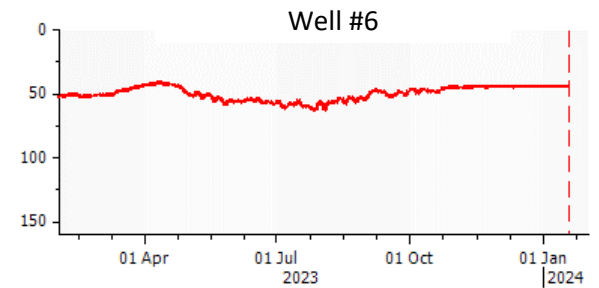
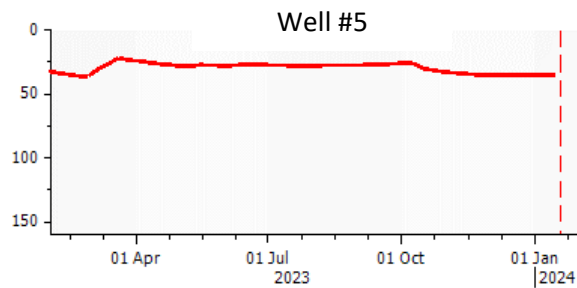
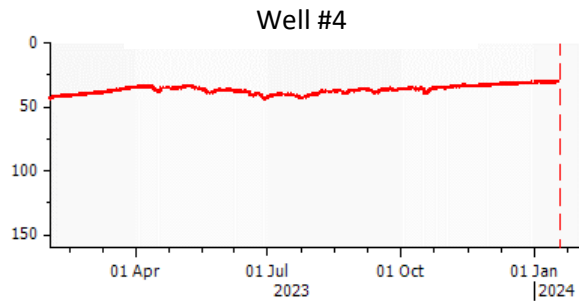
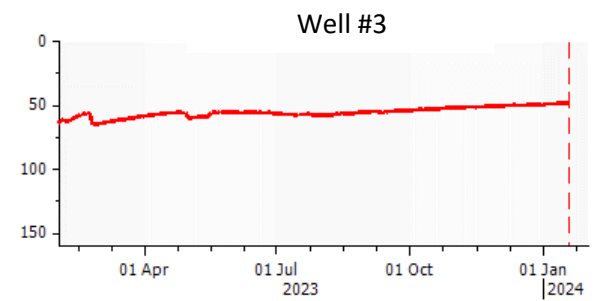
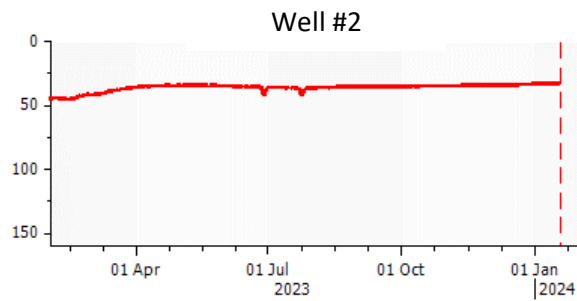
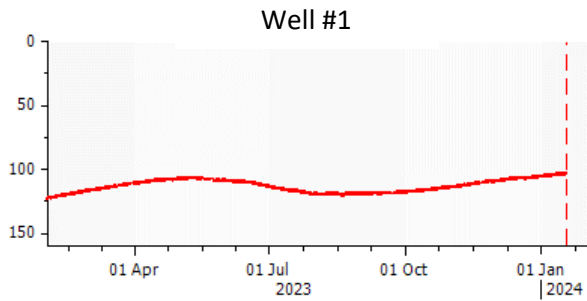
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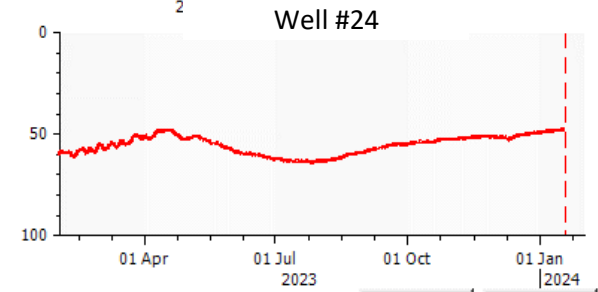
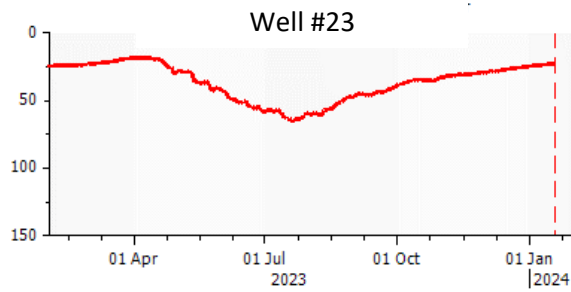
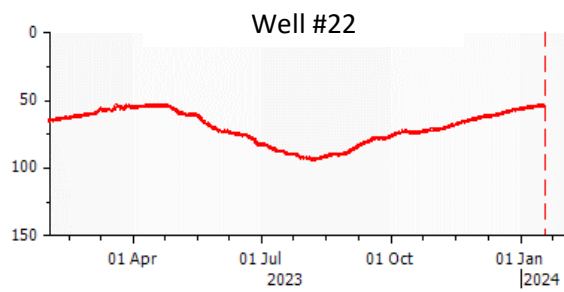
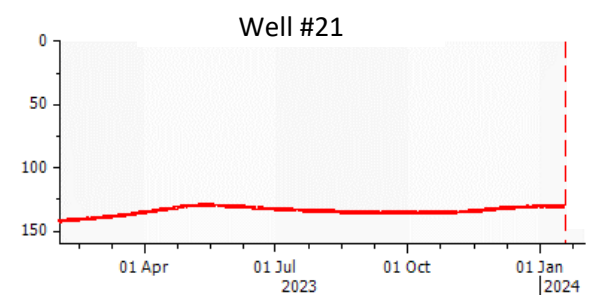
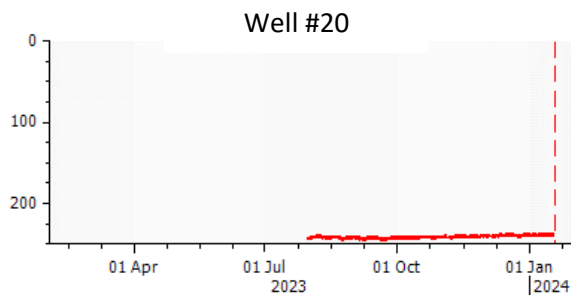
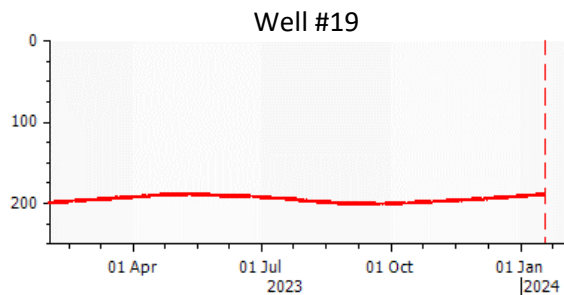
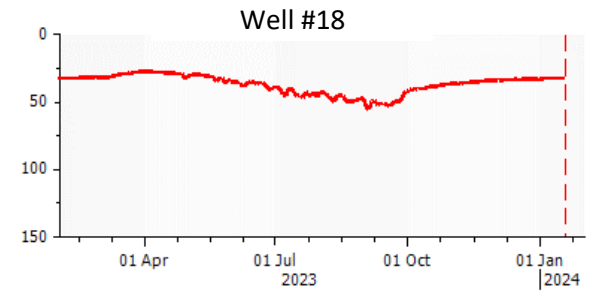
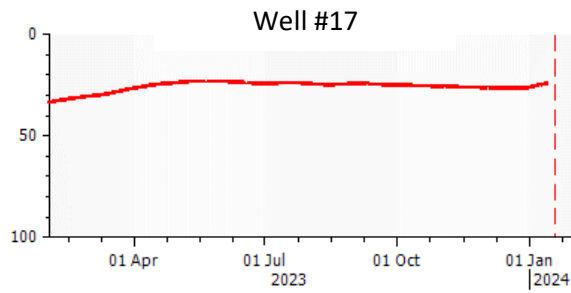
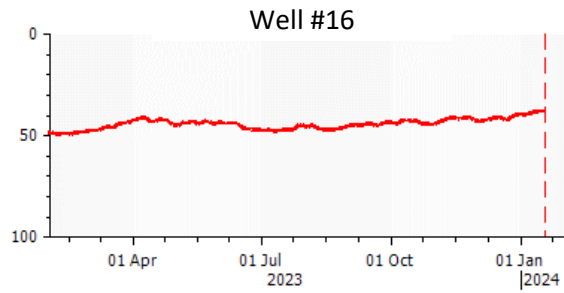
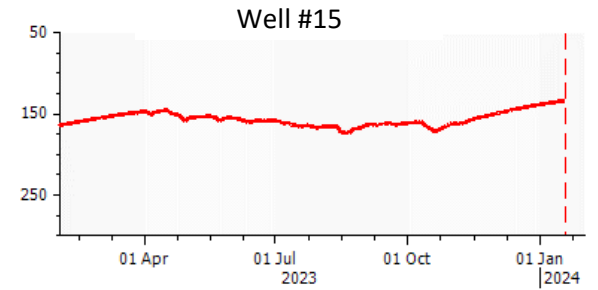
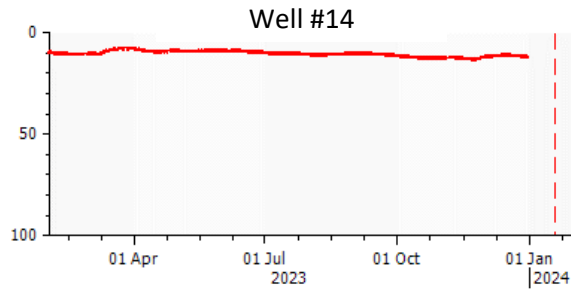
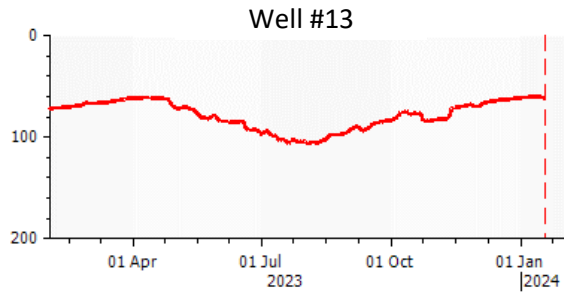
- Real-Time Site 
- Data Logger Site 
- YSGA 
- County 

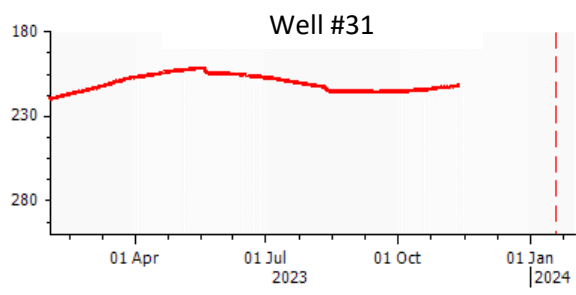
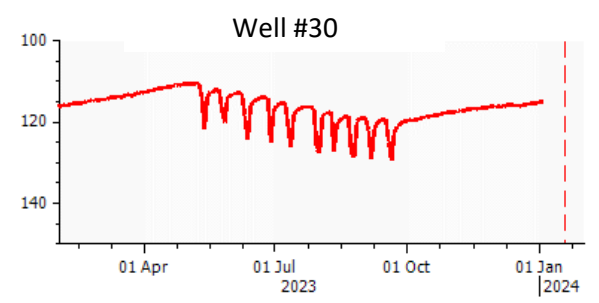
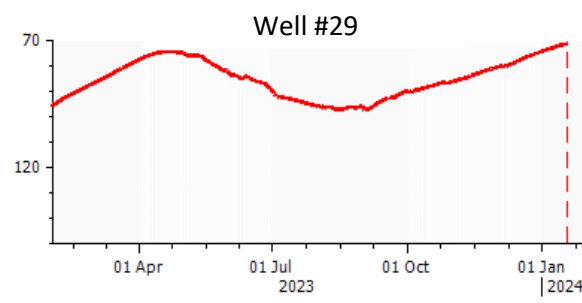
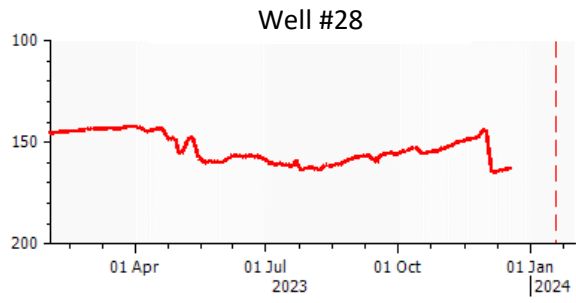
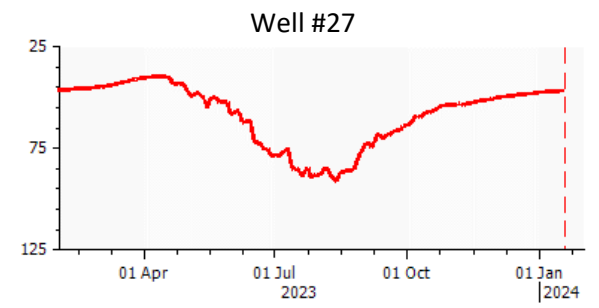
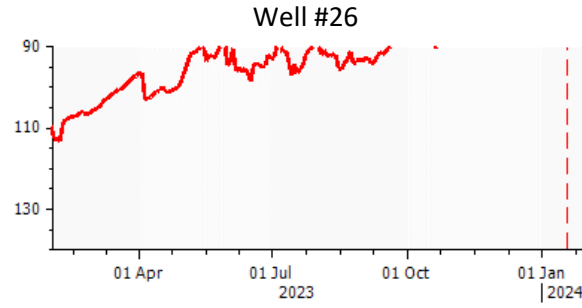
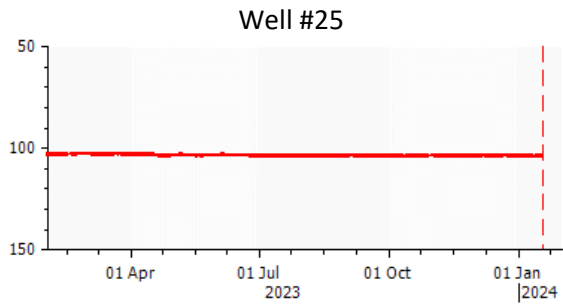
# Well Monitoring

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

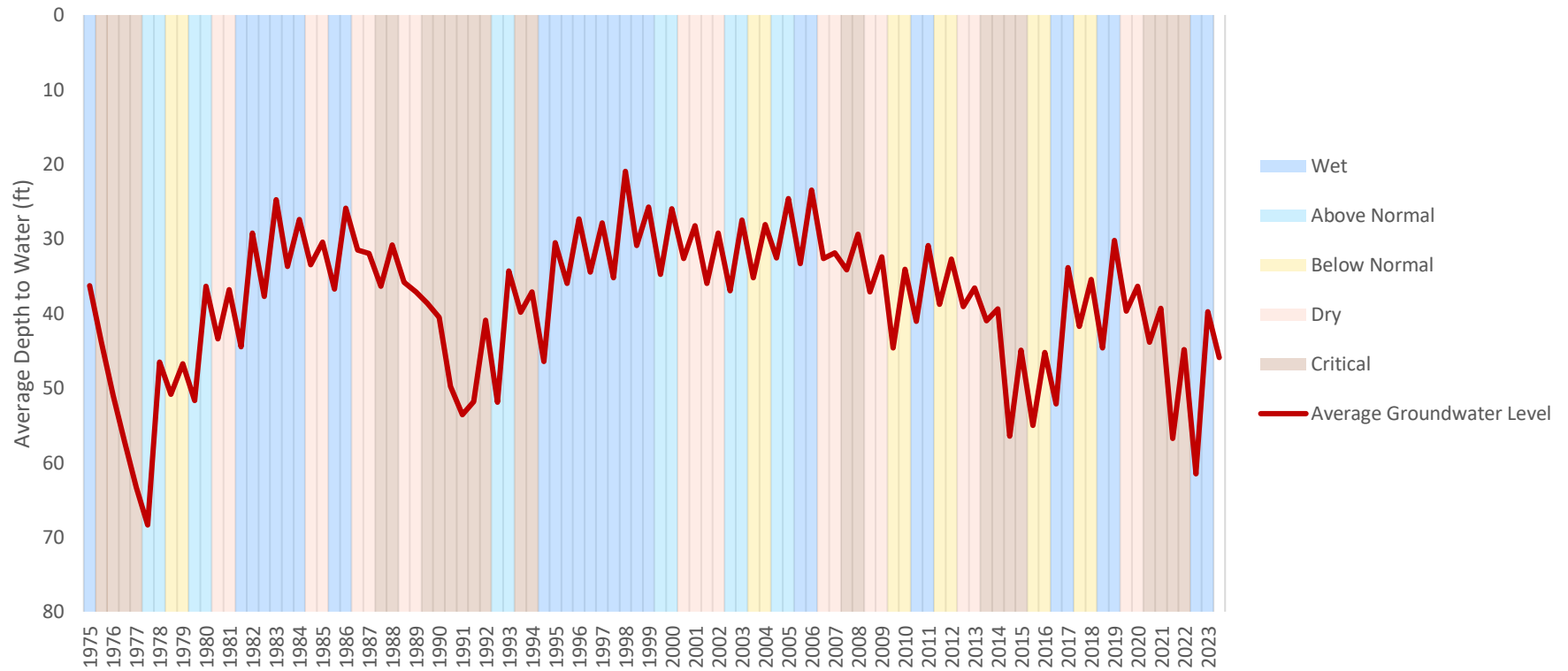
Well	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Δ 2023 - 2024	Δ 2015 - 2024
1.	81.2	81.0	81.5	92.9	108.1	112.3	99.7	94.4	99.3	90.8	101.0	118.4	127.1	103.0	24.1	5.1
2.	30.8	30.2	28.8	55.1	42.6	46.3	31.7	30.2	29.9	29.7	32.2	38.8	46.1	32.4	13.8	10.2
3.	43.9	39.3	39.7	52.1	64.7	64.6	49.5	39.5	42.5	39.6	43.0	57.5	72.0	48.0	24.0	16.7
4.	27.2	26.6	23.1	42.9	41.1	44.0	29.8	26.6	25.9	25.1	30.3	35.7	45.5	30.2	15.3	10.9
5.		20.8	21.2	29.6	33.7	39.7	24.7	27.4	26.6	22.1	29.6	36.3	26.5	35.3	-8.8	-1.6
6.		44.5	31.5	54.7	50.2	54.6	36.4	33.5	33.2	30.9	39.9	48.2	56.4	43.7	12.7	6.5
7.				35.0	35.0	37.3	21.6	22.2	19.4	19.0	26.6	33.4	36.9	25.1	11.9	10.0
8.				55.9	63.4	67.1	58.0	44.3	46.1	37.5	46.7	59.1	65.5	50.1	15.4	13.3
9.				52.5	63.7	65.8	47.3	40.3	40.9	40.5	44.2	55.0	72.0	45.3	26.7	18.5
10.					29.2	33.2	25.8	15.3	17.5	11.7	22.2	24.4	29.4	18.7	10.8	10.5
11.					15.0	15.9	12.2	9.7	10.6	9.3	14.2	12.3	13.2	12.3	.8	2.7
12.									119.0	109.8	123.2	131.6	142.1	131.4	10.6	
13.								55.7	56.8	48.3	58.4	68.4	75.0	62.0	13.0	
14.									10.0	10.7	13.1	12.2	6.8			
15s.									40.1	37.4	46.4	45.2	45.6	39.2	6.4	
15d.									119.1	108.7	128.3	155.1	170.9	133.7	37.3	
16.									40.1	32.3	35.9	42.2	51.9	37.6	14.3	
17.										19.9	26.2	30.7	35.7			
18.										32.5	37.9	37.5	33.6	32.3	1.3	
19.										169.1	178.9	189.7	201.1	189.4	11.6	
20.														239.3		
21.											127.9	135.8	141.8	130.2	11.6	
22.												57.8	68.0	53.6	14.4	
23.												27.3	27.7	28.2	-5	
24.												57.0	65.2	47.8	17.4	
25.													103.1	103.6	-5	
26.													112.1	81.4	30.7	
27.													48.9	46.5	2.4	
28.													146.2			
29.													101.7	71.3	36.4	
30.													116.9		2.2	
31.													223.3	201.1	25.1	
32.																







### Yolo Subbasin Average Groundwater Representative Wells - Depth by Season (62 Wells)



September 2022 Average Depth to Water ~ 62 feet  
October 2023 Average Depth to Water ~ 46 feet

**Of Note:**

- Fall 1975 to Fall 1977 Drawdown ~ 25 feet
- 2014 Drawdown from Spring to Fall ~ 17 feet
- 2019 Drawdown from Spring to Fall ~ 9.5 ft
- 2022 Drawdown from Spring to Fall ~ 17 feet
- 2023 Drawdown from Spring to Fall ~ 6 feet

## *Executive Order N-7-22 and N-3-23 Well Permitting Update*

Pursuant to paragraph 9 of [Executive Order N-7-22](#) and [Executive Order N-3-23](#), YSGA must review certain well permit applications covered by the Executive Orders, and provide written verification to the County's Environmental Health Division that the proposed well application is consistent with the Yolo Subbasin GSP before the County may issue a permit.

YSGA staff has continued to work with Yolo County's Environmental Health (YCEH) Division and assisted in the development of a questionnaire form requesting additional data and information from the permit applicant to ensure appropriate evaluation consistent paragraph 9 requirements. YSGA staff reviewed YCEH's draft Technical Memorandum for implementing a temporary agricultural well permitting procedure that considers the appropriate setbacks to ensure nearby wells are not impacted. The final YCEH Technical Memorandum was released on December 14, 2022 and can be reviewed [here](#).

As of January 16, 2024 and since April 1, 2022:

- 83 well permit applications have been transferred from YCEH for YSGA written verification
- 3 applications were revised to Domestic Wells
- 1 well permit application was technically located in the Solano Subbasin (outside of the Yolo Subbasin, but in the County boundaries)
- Of the 79 relevant well permit applications
  - ✓ 24 replacement well permits have received YSGA written verification
    - 1 replacement well was then revised to a new well and re-introduced into the queue
  - ✓ 31 new well permit applications have received YSGA written verification
  - ✓ 23 new well permit applications are currently in the queue
    - 7 applications pending receipt of a completed questionnaire from the applicant
    - 16 applicants submitted completed questionnaires and are currently under review
      - Of the permits under review, 13 are located within a proposed Focus Area





# Yolo Subbasin Groundwater Agency Board of Directors Meeting Agenda Report

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**MEETING DATE:** January 22, 2024

**AGENDA ITEM NO. 7**

**SUBJECT:** Consideration: Approve Entering into Contracts Funded by SGMA Implementation Grant

INITIATED OR  BOARD

INFORMATION

REQUESTED BY:  STAFF

ACTION:  MOTION

OTHER \_\_\_\_\_

RESOLUTION

ATTACHMENT  YES  NO

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## **BACKGROUND**

- a. *Authorize Entering into Contracts with Stockholm Environment Institute (SEI) and Leafbird Consulting for Updating the YSGA Model\**

On November 20, 2023, the YSGA Board of Directors approved entering into a contract with Stockholm Environment Institute (SEI) to fund continuing work on the YSGA Model. Work under the contract was not to exceed \$474,000, which will be fully funded by the SGMA Implementation Grant.

Since the November meeting, Vishal Mehta, Senior Scientist, announced his departure from SEI and transition to Leafbird Consulting. Vishal is integral to the development of the model and has been involved with the YSGA for many years. To retain his services, YSGA staff transferred Vishal’s portion of the proposed work to a separate contract for execution with Leafbird Consulting. Vishal and the SEI team will continue to work closely with each other to ensure that the goals of the project are achieved.

Activities to be completed under these contracts include preparation of 2023, 2024, and 2025 Annual Reports; development of future land use change scenarios; modeling of projects and management actions; and development of a Hungry Hollow area water budget. Staff recommend the Board authorize the Executive Officer to execute a contract with SEI in an amount not to exceed \$300,976, and a contract with Leafbird Consulting not to exceed \$173,024. The previously authorized contract will not be executed, and all costs will be funded by the SGMA Implementation Grant.

b. *Authorize Entering into Contract with Websoft Developers, Inc. for Database Upgrade Project\**

The [Water Resources Information Database \(WRID\)](#) consists of a Microsoft SQL Server database and a custom application that makes the database information accessible to a variety of users. The SQL Server database is well designed, and the data is well organized, but some improvements are needed. The WRID mapping application used by the YSGA and stakeholders was developed many years ago by Websoft Developers, Inc. (Websoft) and is in need of an upgrade to utilize modern mapping features and capabilities.

In this project, Websoft will modernize and enhance accessibility and usability of the WRID platform and continue to make improvements to the Groundwater Data Map at [sgma.yologroundwater.org](http://sgma.yologroundwater.org). This work will be fully funded by the SGMA Implementation Grant. Staff recommend the Board authorize the Executive Officer to execute a contract with Websoft Developers, Inc. in an amount not to exceed \$258,000.

c. *Authorize Entering into a Contract with Water and Land Solutions for the Yolo-Zamora (China Slough) Groundwater Recharge Pilot Project\**

Another SGMA Implementation Grant project is the Yolo-Zamora (China Slough) Groundwater Recharge Pilot Project, which is a partnership to divert up to 2,000 acre-feet of excess Cache Creek storm flows per year from the Capay Dam, conveyed through the Yolo County Flood Control & Water Conservation District's (YCFC&WCD) West Adams Canal system to China Slough and on-farm groundwater recharge sites. The project includes a pilot project, feasibility study, design and engineering, canal system improvements, and permitting. Water & Land Solutions assisted in developing the project and Task 2-4 and 6 of the grant application and has provided a proposal for initiating the following activities: complete feasibility study for China Slough rehabilitation, develop 100% design, environmental compliance, and secure permits for China Slough rehabilitation, complete a water availability analysis, and assist with implementing the pilot groundwater recharge project. The total project cost funded by the SGMA implementation grant equals \$1,221,050, which also includes planning, design, engineering, and construction enhancements to the YCFC&WCD's canal system. For additional information, the proposed scope of work is attached for review, and it includes the cost breakdown between YSGA/YCFC&WCD work tasks and proposed work for Water & Land Solutions. Staff recommend the Board authorize the Executive Officer to execute a professional services agreement with Water & Land Solutions in an amount not to exceed \$684,800.

## **RECOMMENDATION**

- a. Recommend entering into a contract with SEI and a contract with Leafbird Consulting for updates to the YSGA Model.
- b. Recommend entering into a contract with Websoft Developers for Database Update Project
- c. Recommend entering into a contract with Water and Land Solutions for the Yolo-Zamora (China Slough) Groundwater Recharge Pilot Project

*\*Please note that all four of the abovementioned agreements will be executed with the YSGA's standard Services Agreement as illustrated in the draft agreement between YSGA and SEI.*

# Yolo Subbasin Groundwater Agency

## Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between Yolo Subbasin Groundwater Agency, a public entity organized and existing under the Joint Exercise of Powers Act, Cal. Government Code § 6500 *et seq.*, a local government agency (“Agency”), and Stockholm Environment Institute, a Massachusetts based 501c3 non-profit corporation (“Contractor”) (“Contractor”), who agree as follows:

### 1 Scope of Work

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

### 2 Payment

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

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

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed **\$300,976**. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

### 3 Term

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

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

#### 4 Performance of Work by Contractor

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

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **Chuck Young**. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

#### 5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

## **6 Contractor Records**

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

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

## **7 Ownership of Documents**

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

## **8 Confidentiality of Information**

8.1 To the maximum extent allowed by applicable law, Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized

in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

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

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

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

## **9 Compliance with Laws**

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

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

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

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

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

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

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

Contractor’s Public Works Contractor Registration Number: \_\_\_\_\_

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds



\$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: \_\_\_\_\_

**d. *Intentionally omitted.***

**10 Indemnification.**

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

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

**11 Insurance**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

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

Professional liability*	\$1,000,000 per claim	

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

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

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer’s equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

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

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

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

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

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

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

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

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

Agency:

Yolo Subbasin Groundwater Agency  
Attn: Kristin Sicke, Executive Officer  
Yolo Subbasin Groundwater Agency, 34274 California 16, Woodland, CA 95695  
E-mail: [ksicke@yolosga.org](mailto:ksicke@yolosga.org)

Contractor:

Stockholm Environment Institute, U.S.  
Attn: Bonnie Cockman  
11 Curtis Avenue, Somerville MA 02144  
E-mail: [bonnie.cockman@sei.org](mailto:bonnie.cockman@sei.org)

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

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

---

***Yolo Subbasin Groundwater Agency:***

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
***Kristin Sicke, Executive Officer***

***Stockholm Environment Institute:***

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
***Bonnie Cockman, Finance Director***

## Exhibit A: SCOPE OF WORK and BUDGET

### Activity A: Annual Reports

The main purpose of this activity is the provision of necessary data for the YSGA Annual Reports covering water years 2023, 2024, and 2025. Tasks include:

- (i) Collection and processing of input data provided by YSGA staff
- (ii) Model runs to update Subbasin water budget information
- (iii) Export of relevant information for inclusion in the YSGA Annual Reports

**SEI will work on these tasks limited to the budget of 73 person-days estimated for this, at a cost of \$89,393. Please see the budget table.**

### Activity B: Land Use Updates

The main tasks under this activity include:

- (i) Development of up to three future land use scenarios
- (ii) Revision of managed wetland acreage in past and future land use scenarios
- (iii) Model runs to update Subbasin water budget information under land use database changes

**SEI will work on these tasks limited to the budget of 43 person-days estimated for this activity, at a cost of \$47,968. Please see the budget table.**

### Activity C: Comparison to Capay Valley IGSM model

The main tasks under this activity include:

- (i) Comparison of parameters and results of the Capay Valley IGSM model to the YSGA Model
- (ii) Writing of a memo identifying key differences between the models and any recommendations for future YSGA model improvements

**SEI will work on these tasks limited to the budget of 16 person-days estimated for this activity, at a cost of \$19,200. Please see the budget table.**

### Activity D: Model Projects and Management Actions

The main tasks under this activity include modeling of up to five projects and management actions:

- (iii) Coordination with project lead agencies to collect relevant project details
- (iv) Input of project operational constraints into model
- (v) Model runs to update Subbasin water budget information under project implementation
- (vi) Presentation of results to project leads

**SEI will work on these tasks limited to the budget of 29 person-days estimated for this activity, at a cost of \$33,775. Please see the budget table.**

## Activity E: Hungry Hollow Area Water Budget

The main tasks under this activity include:

- (i) Development of water budget specific to Hungry Hollow area

**SEI will work on this task limited to the budget of 89 person-days estimated for this activity, at a cost of \$110,640. Please see the budget table.**

### SCHEDULE

Work will be completed between January 1, 2024 and March 31, 2026.

### Expected Charge Rates

<b>Staff/\$/day</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Charles Young	1409	1451	1495
Marina Mautner	865	891	918
Romina Gomez	791	815	839
Jack Sieber	1434	1477	1521
Project Scientist level staff	791	815	839

## BUDGET

### Budget Summary by Activity

	Expected Total Cost, \$			
	2024	2025	2026	Total
<i>A. Annual updates</i>	26,034	30,128	33,231	89,393
<i>B. Land Use</i>	23,968	24,000	-	47,968
<i>C. Incorporation of Capay IGSM</i>	19,200	-	-	19,200
<i>D. Projects and Management Actions</i>	12,600	15,300	5,875	33,775
<i>E. Hungry Hollow Area</i>	41,040	57,600	12,000	110,640
<b>TOTAL</b>	<b>125,117</b>	<b>127,028</b>	<b>48,831</b>	<b>300,976</b>

### Estimated Person-Days by Activity

Activity	Chuck Young				Marina Mautner			
	2024	2025	2026	Total	2024	2025	2026	Total
<i>A. Annual updates</i>	18	16	11	<b>45</b>	5	5	3	<b>13</b>
<i>B. Land Use</i>	17	26	0	<b>42</b>	0	0	0	<b>0</b>
<i>C. Incorporation of Capay IGSM</i>	10	0	0	<b>10</b>	6	0	0	<b>6</b>
<i>D. Projects and Management Actions</i>	6	7	4	<b>17</b>	5	6	1	<b>12</b>
<i>E. Hungry Hollow Area</i>	21	24	4	<b>49</b>	14	17	0	<b>31</b>

Activity	Romina Gomez				Jack Sieber				Total – All Staff			
	2024	2025	2026	Total	2024	2025	2026	Total	2024	2025	2026	Total
<i>A. Annual updates</i>	6	5	4	<b>14</b>	0	0	0	<b>0</b>	29	26	18	<b>73</b>
<i>B. Land Use</i>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	17	26	0	<b>43</b>
<i>C. Incorporation of Capay IGSM</i>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	16	0	0	<b>16</b>
<i>D. Projects and Management Actions</i>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	11	13	5	<b>29</b>
<i>E. Hungry Hollow Area</i>	0	0	0	<b>0</b>	4	5	0	<b>9</b>	39	46	4	<b>89</b>



# Leafbird Consulting, LLC 2024-2026 YSGA Model Updates

## Exhibit A: SCOPE OF WORK and BUDGET

### Activity A: Project Coordination

Contractor will coordinate the running of the project among the different parties involved, namely the YSGA, SEI staff, and YSGA stakeholders (water users, land-owners, and Technical Advisory Committees (TAC's)). Tasks will include organizing online and in-person meetings, creating timelines for technical work completion and guiding the consultant team in meeting deadlines and project goals in a timely fashion.

Contractor will work on this task upto a maximum cost of \$8,961, estimated at 7 person-days LoE over contract duration.

### Activity B: Annual Reports

The main purpose of this activity is the provision of necessary data for the YSGA Annual Reports covering water years 2023, 2024, and 2025. Contractor will undertake the following tasks:

- (i) Collection and processing of input data provided by YSGA staff, as well as updating land-use and climate data in the YSGA model
- (ii) Assisting in model runs to update Subbasin water budget information
- (iii) Export of relevant information for inclusion in the YSGA Annual Reports

Contractor will work on these tasks limited to the budget of \$39,707 at estimated 31 person-days LoE.

### Activity C: Outreach

Contractor will engage in communication efforts with the larger community participating **in up to 3 meetings** with the Technical Advisory Committee and relevant stakeholders.

Contractor will work on these tasks limited to the budget of \$3,664 at estimated LoE of 3 person days.

### Activity D: Land Use Updates

Under this activity, Contractor will :

- (i) Lead the development of up to three future land use scenarios
- (ii) Facilitate the revision of managed wetland acreage in past and future land use scenarios
- (iii) Assist in model runs to update Subbasin water budget information under land use database changes

Contractor will work on these tasks to a limit of \$60,000 over the course of the contract, estimated at a LoE of 47 person-days.

### Activity E: Comparison to Capay Valley IGSM model

Contractor will undertake the following tasks:

- (i) Review the Capay Valley IGSM model and prepare a presentation for the team on the potential to include information in the YSGA Model
- (ii) Facilitate with YSGA the communication of the same with the Capay Valley community

Contractor will work on these tasks up to a limit of \$4,800, equivalent to a LoE of 4 person-days.

### Activity F: Model Projects and Management Actions

Contractor will assist YSGA in the following ways:

- (iii) Lead coordination with project lead agencies to collect relevant project details
- (iv) Assist in input of project operational constraints into model
- (v) Assist in model runs to update Subbasin water budget information under project implementation
- (vi) Co-create with consultant teams a presentation of results to YSGA and stakeholders

Contractor will work on these tasks to a limit of \$10,500 at an estimated LoE of 8 person-days over the course of the project.

### Activity G: Hungry Hollow Area Water Budget

Contractor will work on the following task

- (i) Scoping out the boundaries of the Hungry Hollow region
- (ii) Understanding the concerns of the Hungry Hollow constituents and figuring out the best way to include these concerns in YSGA modeling effort
- (iii) Working with YSGA staff and consultant teams on communicating results to the Hungry Hollow constituents,

**Contractor will work on these tasks to a limit of \$33,360 estimated at a LoE of 26 person-days.**

## SCHEDULE

Work will be completed between January 1, 2024 and March 31, 2026.

### Expected Charge Rates

Staff/\$/day	2024	2025	2026
Vishal Mehta	1264	1264	1264

## BUDGET

### Budget Summary by Activity

	Expected Total Cost, \$			
	2024	2025	2026	Total
<i>A. Project management</i>	3,792	2,546	2,623	8,961
<i>B. Annual updates</i>	17,696	12,912	9,099	39,707
<i>C. Outreach</i>	1,264	1,200	1,200	3,664
<i>D. Land Use</i>	48,032	24,000	-	72,032
<i>E. Incorporation of Capay IGSM</i>	4,800	-	-	4,800
<i>F. Projects and Management Actions</i>	4,200	5,100	1,200	10,500
<i>G. Hungry Hollow Area</i>	18,960	14,400	-	33,360
<b>TOTAL</b>	<b>98,744</b>	<b>60,158</b>	<b>14,122</b>	<b>173,024</b>

### Estimated Person-Days by Activity

<i>Activity</i>	<i>Vishal Mehta</i>			
	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>Total</i>
<i>A. Project coordination</i>	3	2	2	<b>8</b>
<i>B. Annual updates</i>	14	10	7	<b>32</b>
<i>C. Outreach</i>	1	1	1	<b>4</b>
<i>D. Land Use</i>	38	19	0	<b>57</b>
<i>E. Incorporation of Capay IGSM</i>	4	0	0	<b>4</b>
<i>F. Projects and Management Actions</i>	3	4	1	<b>8</b>
<i>G. Hungry Hollow Area</i>	15	11	0	<b>26</b>
<b>Total</b>	<b>78</b>	<b>48</b>	<b>11</b>	<b>137</b>



January 12, 2024

Yolo Subbasin Groundwater Agency  
34274 California 16  
Woodland, CA 95695

PROPOSAL: WRID Upgrade

Sarah,

Websoft Developers, Inc. (Websoft) is pleased to submit this proposal to the Yolo Subbasin Groundwater Agency (YSGA) to upgrade the WRID platform.

The contact person for this proposal is:

Manoj Desai  
2020 Research Park Drive, Suite 140  
Davis, CA 95618  
[manoj.desai@websoftdev.com](mailto:manoj.desai@websoftdev.com)  
[www.websoftdev.com](http://www.websoftdev.com)

We look forward to working with the YSGA on this project.

Sincerely,

Manoj Desai, PE  
President



## **A. Scope of Work**

The WRID consists of a SQL server database and a set of applications that make the database information accessible to a variety of users including YSGA, and the public. The SQL Server database is well designed, and the data is well organized, but some improvements are needed. The WRID mapping application used by the YSGA, and stakeholders was developed many years ago by Websoft and needs an upgrade to utilize modern mapping features and capabilities. The SGMA application utilized by the public was built more recently and is more modern. It utilizes an Application Programming Interface (API) that Websoft developed. That API was purposely built to be used with the current SGMA application and for future endeavors like a Mobile Application for data collection. In this project, we will upgrade the main parts of the WRID platform to modernize it and make it more accessible to a wider variety of users. To accomplish this, we will perform the following tasks:

### **1. Project Management**

This is a complex project with many tasks that will need to be managed closely to stay on budget and meet the goals. To that end, we will use a project management tool called Zoho Projects to track and manage the completion of tasks. YSGA and Websoft have used this tool in the past and it has been highly effective in streamlining communications and tracking progress of tasks. In addition, we will meet once every two weeks to provide status updates to YSGA and discuss any task matters. Furthermore, more task specific meetings will be held as needed. YSGA has already created tasks in Zoho for assorted items discussed, and those task numbers may be referenced in parenthesis throughout this proposal.

### **2. Develop New Interface (WS3-T24)**

In this task, we will convert the WRID mapping application to a modern interface including an updated mapping viewer. The application would be built such that users and administrators would have more access and ability to manage the data and the application on their own. Furthermore, the updated application will utilize ESRI and other modern mapping capabilities to display well location and other layers like satellite imagery in much more efficient and faster way. Using this technology will also allow us to incorporate GIS data from other providers such as California DWR using publicly available map services.



### **3. Additional Sustainability Indicators**

In this task, we will incorporate additional sustainability indicators. Currently, the WRID mainly contains groundwater level information. It contains some surface and groundwater quality information; however, constituents are not organized, making it very difficult to find data. There is also no way to see which wells contain groundwater quality information. The database does not contain any information about land subsidence or surface water flows. In order to evaluate sustainability indicators, the groundwater quality database needs improvements, and data from other groundwater quality programs needs to be incorporated. The results of the previous historical GPS land subsidence surveys should be stored in the database to ensure the preservation of the data. Furthermore, the impacts of land subsidence are currently not well documented. Storing reports of infrastructure damage from land subsidence in this database would allow this data to be memorialized and used to improve the sustainability indicators. The feasibility of adding information about surface water flows needs to be analysed.

## **4. Mobile Access for WRID (WS3-T25)**

### **4.1. Update API (WS3-T29)**

In recent years Websoft developed an API for a few different purposes. Currently the API is used to send Real Time Well data to the WRID database. It is also used in a more modern programming methodology to display data within the SGMA application. At the time, we designed the API with the concept that it could be used for other purposes in the future, such as a mobile application. However, we did not build in functionality to retrieve all the different elements of data from the WRID nor the ability to include more advanced roles and permissions that might be needed. Furthermore, we limited the amount of data that could be created, edited or deleted since they weren't needed at the time. In this task, we will buildout the API to incorporate roles and permissions so that we can control who and what data is being accessed by other applications including the mobile app (detailed in Task 4) and to allow for access to more of the data in the WRID database.

### **4.2. Developer Mobile Interface (WS3-T25)**

In this task, we will add support for accessing the WRID via mobile devices and tablets, both for viewing and data capture. In order to support data capture, a mobile application and API will be built that will allow authorized users to store and save well



data in the field in an offline mode and then sync the data when connectivity is available.

### **5. Integrate with DWR API (WS3-T29)**

In this task, we will add support for live connection to DWR Enterprise system. There are many wells measured by cooperating agencies such as DWR and USBR that are input directly into DWR's Enterprise database. To view this data, it must be downloaded and analyzed. The database is updated frequently, making downloads become obsolete quickly. The previous WRID improvement project added these wells to the WRID database and uploaded the historical data; however, it is difficult to track and upload the ongoing data. Adding a live connection enabled by DWR and would mesh well with an the new WRID interface. This would ensure that the data provided to stakeholders is always up-to-date.

### **6. SGMA Site Improvements**

In this task, we will upgrade the SGMA Data Viewer to better support mobile access for users of mobile devices and tablets. In addition, we will address the issues listed below.

1. Fix data spikes/filtering of real-time data (WS3-T31)
2. Fix data feed for non-real-time datalogger sites (WS3-T32)
3. Search by address (WS3-T33)
4. Fix map scaling (WS3-T34)
5. Add more data layers and/or query capabilities (WS3-T35)
6. When multiple wells are selected, show which well each hydrograph is for (WS3-T46)
7. Direct link to each well (WS3-T47)
8. Improve display of overlapping wells (WS3-T52)
9. Add info to hydrograph (WS3-T53)

### **7. WRID Database Improvements**

In this task, we will incorporate items listed below into the new WRID interface.

1. Add database structure for land subsidence benchmark survey data (WS3-T26)
2. Clean up GW quality database (WS3-T27)
3. Better separate wells with GW quality information (WS3-T28)





4. Batch import of GW levels (WS3-T30)
5. "Getting started" tab/pop-up (WS3-T36)
6. Better separate ISW representative wells from GW level wells (WS3-T37)
7. Fix measurement method in CASGEM export (WS3-T38)
8. Add time field to data entry (WS3-T39)
9. To be able to see SCADA/WelIntell data in the WRID (WS3-T40)
10. Re-evaluate map view/role structure (WS3-T41)
11. Storage/display of MT & MO values for representative wells (WS3-T42)
12. Cannot edit quality codes or comments when editing water level reading (WS3-T43)
13. Build database structure for elog/lithology info (WS3-T44)
14. Improved hydrograph display (WS3-T45)
15. Move records for W31D2 to 09N01E31D001M (WS3-T3)
16. Measurement Method Codes not exporting properly (WS3-T5)
17. Change SWN 08N03E07N001M to SWN 08N03E07N500M (WS3-T7)

## B. Costs

The following table shows the budget for the tasks listed above. Work will be billed on a time and materials basis, monthly at an average rate of \$220/hr.

Task		Hours	Budget
1.	<b>Project Management</b>	114	25,000
2.	<b>Develop New Interface</b>	491	108,000
3.	<b>Additional Sustainability Indicators</b>	136	30,000
4.	<b>Mobile Access for WRID</b>	227	50,000
5.	<b>Integrate with DWR API</b>	68	15,000
6.	<b>SGMA Site Improvements</b>	91	20,000
7.	<b>WRID Database Improvements</b>	45	10,000
	<b>TOTAL</b>	1182	258,000



## C. Schedule

The following table shows the tentative schedule of completion for the tasks listed above assuming a start date of February 2024. Many of the tasks will be performed in parallel. We expect the final completion of the project estimated to be around March of 2025.

Task		Completion Date
1.	Project Management	On-Going
2.	Develop New Interface	Oct 2024
3.	Additional Sustainability Indicators	Oct 2024
4.	Mobile Access for WRID	Feb 2025
5.	Integrate with DWR API	Dec 2024
6.	SGMA Site Improvements	Oct 2024
7.	WRID Database Improvements	Oct 204



P.O. BOX 2657, 643 "J" STREET, LOS BANOS, CALIFORNIA 93635 · WWW.WATERANDLANDSOLUTIONS.COM

**To:** Ms. Kristin Sicke, P.E.  
Executive Officer, Yolo Subbasin Groundwater Agency  
34274 State Highway 16  
Woodland, CA 95695  
Office: 530.662.0265 ext. 112  
Cell: 530.723.3467

**From:** Chase Hurley and Jenny Scheer, Water & Land Solutions, LLC (WLS)

**Date:** January 12, 2024

**Re:** Consulting Services Agreement (24-172-01)

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Thank you for the opportunity to provide this Consultant Services Agreement (CSA) for Prop 68 grant implementation services.

### Project Understanding

In the fall of 2023, the Yolo Subbasin Groundwater Agency (Agency) was awarded a grant by the California Department of Water Resources (DWR) to implement project(s) that would lead to the goal of meeting groundwater sustainability by Water Year 2042 in the Yolo Subbasin (Subbasin) as defined within the Sustainable Groundwater Management Act (SGMA).

On October 26, 2023, the DWR released its determination approving the Subbasin's Groundwater Sustainability Plan (GSP). The GSP outlines objectives for meeting the sustainability goals by 2042 through a multitude of projects, programs, and management actions within the Subbasin.

The Agency has requested that WLS contract with the Agency to implement a portion of the Prop 68 grant as defined by Component 3: Yolo-Zamora Groundwater Recharge Pilot Project (Project). The Scope of Services provided below is based on the outline in the DWR grant contract, along with multiple discussions with Agency staff.



## Scope of Services

WLS will be the lead contractor for the following Tasks within Component 3:

1. **Task 2:** Complete the Feasibility Study for China Slough Rehabilitation
2. **Task 3:** Develop 100% Design, Environmental Compliance and Secure Permits for China Slough Rehabilitation
3. **Task 4:** Complete a Water Availability Analysis
4. **Task 6:** Implement Pilot Groundwater Recharge Project

WLS will provide the Agency an updated memo every month that outlines meetings held, progress to date, accomplishments, next steps, etc. The memos will be signed and dated by WLS and sent to the Executive Officer on a timely basis. All parties understand that they will be in constant communication, but the memos will provide a basis for review and assuring that the pilot project tasks are being completed as envisioned and on a timely basis. Monthly memos can also be used for the Agency's quarterly grant reports to DWR.

WLS understands that it will work closely with the Agency and its other contractor(s) as they work on a parallel path to finalize the other two Tasks described below:

5. **Task 1:** Planning, Design, and Engineering for Canal System Improvements
6. **Task 5:** Acquire and Install Culverts, Checks, and Gates

The Project will be completed in a multi-phased approach as follows:

### **PHASE 1**

This phase will incorporate the pilot project to determine the conveyance capacity of China Slough and the groundwater recharge opportunities on adjacent lands. It is important for the pilot project to be ready to be implemented in early 2024 in the event water is available for recharge.

### **Task 6**

1. Project coordination with Landowner Participants
2. The first landowner meeting will be completed by early February 2024. WLS will lead the project coordination with landowner participants through multiple meetings that will include site tours, project oversight, and coordination of activities that will lead to a successful pilot project. This ultimate goal is to facilitate groundwater recharge at some level within the Slough and on private lands.
3. WLS will provide the oversight of landowner activities needed to clean China Slough.



The goal is to have this accomplished by June 2025. Such clean out could include clearing debris, widening, deepening, etc.

4. WLS will provide the oversight of land use activities on landowner properties that have (a) access to water in the slough, (b) existing infrastructure (c) potential new infrastructure, (d) correct soil type, and (e) historical local knowledge to implement recharge activities on adjacent lands during this phase.

## **PHASE 2**

This phase will happen concurrently with Phase 1, and will incorporate Tasks 2,3, and 4. These include:

- Task 2 feasibility study
- Task 3 engineering design, environmental review, and permitting to plan for long-term delivery of winter water and seasonal irrigation flows
- Task 4 water availability analysis.

The feasibility analysis will take place first because it is necessary for subsequent stages. All the permitting work will begin as soon as possible due to the amount of time it will require.

Both parties agree that Phase 1 and Phase 2 moving together at that same time will enable the pilot phase to inform the feasibility analysis, environmental review, design, and permitting while keeping on track to implement all tasks within two years.

### **Task 2**

WLS will lead the effort to complete a study that will evaluate the feasibility of diverting excess storm flows, rehabilitating China Slough, and implementing on-farm recharge projects over the long term in the Yolo-Zamora area.

The study will include the following:

- Conduct a preliminary analysis, which will involve getting feedback about the recharge concept from the appropriate stakeholders including landowners, the local community, and Yolo County Flood Control and Water Conservation District (YCFCWCD).
- Conduct research to identify the demand for local recharge on private lands and by YCFCWCD. Compare demand with potential supplies in specific water year types to define the opportunity for pursuing the project at a larger scale.
- Develop an operational plan, which may also include organizational structure and future needs. This will also include a rough draft of a multi-year financial budget.



- Identify obstacles and any potential vulnerabilities, as well as how to deal with them.
- A recommendation on an initial "go" or "no-go" decision about moving ahead with the plan.

Once the initial due diligence has been completed, the study will include, at a minimum, the following components:

- Executive summary
- Existing marketplace for available water supplies
- Project financials
- Technical considerations
- Schedule and milestones
- Timeline
- Findings and recommendations

### **Task 3**

WLS will lead the effort to ensure environmental compliance required of this Project, oversee completion of all design drawings by collaborating with a sub-consultant engineer, and obtain final approval of all necessary CEQA documents and permits. The deliverables will include, at a minimum, the following:

- 100% Design
- Approved CEQA document and other related compliance requirements
- Final Permits
- Assurance of no legal challenge letters

Since the Agency will be the “Lead Agency” in relation to all necessary environmental compliance documents and engineered designs, WLS will collaborate closely with them as it pertains to contracting with third party consultants to perform the necessary documents and engineered designs. WLS will also collaborate with YCFCWCD engineering and operations staff.

WLS will be responsible for vetting all potential third-party consultants, obtaining budgets, scopes of work and timelines from such vendors and bringing it back to the Agency for review and final approval.



#### **Task 4**

WLS will lead the effort in developing a water availability analysis to identify alternative and/or supplemental surface water supplies for the Yolo-Zamora region. This analysis will include, at a minimum, the following:

- Outreach to nearby water districts with potential available supplies including YCFCWCD, Dunnigan Water District, RD 108, and the Colusa Basin Drain
- Obtain feedback, analysis, and data obtained from one-on-one meetings with water professionals in Northern California that may have supplemental water supplies for purchase and or storage
- Historical hydrology patterns in the area that will help define water availability
- Verification of Place of Use designation for United States Bureau of Reclamation Central Valley Project supplies
- Alternatives for access to the United States Bureau of Reclamation supplies off the Tehama Colusa Canal
- Historical flood waters in the region that will include analysis on timing and location of such supplies
- Review of water right permits that may be needed for access to flood water supplies
- Identify the potential demand for local recharge through analysis of the pilot project so that a range can be determined for the supply needed for the Project
- Assess potential demand for irrigation water supplies among local irrigators including aspects such as quantity, quality, level of certainty, and cost.
- Identify obstacles that may need to be overcome to purchase, convey, and deliver such water
- Recommend a path forward

#### **Timeline**

Attached as Exhibit “A”

#### **Fee Estimate**

WLS will provide the work for the Scope of Services described above on a time and materials basis at the rate schedule set forth in Exhibit “B”. All time performed on the Project will be tracked on an hourly basis with a daily timecard. Such timecards will declare the employee type, employee name, hours worked and description of work. All timecards are to be reviewed by WLS management prior to submittal to the Agency for payment. Invoices for payment by WLS will be sent to the Agency monthly. Such invoices will have descriptions for hourly work broken down by Task.



**Estimated Expenditures by Budget Categories**

	Agency	WLS	Total
(a) Component Administration	\$ 120,000	\$ -	\$ 120,000
(b) Environmental/Engineering/Design			
East Adams & Acacia Canal	\$ 40,250	\$ -	\$ 40,250
China Slough Project	\$ -	\$ 580,000	\$ 580,000
	<i>\$ 40,250</i>	<i>\$ 580,000</i>	<i>\$ 620,250</i>
(c) Implementation/Construction			
Culverts/Checks/Automated Gates	\$ 361,000	\$ -	\$ 361,000
China Slough Project	\$ -	\$ 80,000	\$ 80,000
	<i>\$ 361,000</i>	<i>\$ 80,000</i>	<i>\$ 441,000</i>
(d) Monitoring/Assessment	\$ 15,000	\$ 15,000	\$ 30,000
(e) Engagement / Outreach	\$ -	\$ 9,800	\$ 9,800
<b>TOTAL</b>	<b>\$ 536,250</b>	<b>\$ 684,800</b>	<b>\$ 1,221,050</b>

**Estimated Expenditures by Budget Task**

Task #	Entity	Estimate Budget
2	WLS	\$ 30,300
3	WLS	\$ 89,750
	Outside Consultant	\$ 490,250
4	WLS	\$ 26,000
	Outside Consultant	\$ 5,500
6	WLS	\$ 43,000
	Outside Consultant	
<b>Total</b>		<b>\$ 684,800</b>





Please do not hesitate to contact us if you have any questions. We look forward to working for you!

Sincerely,

Jenny Scheer  
Senior Water Specialist

Chase Hurley  
Managing Member

### Terms and Conditions Accepted

Yolo Subbasin Groundwater Agency  
Kristin Sicke  
Executive Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





P.O. BOX 2657, 643 "J" STREET, LOS BANOS, CALIFORNIA 93635 · WWW.WATERANDLANDSOLUTIONS.COM

**Exhibit "B"**

**Water & Land Solutions, LLC  
2024 Rate Schedule**

	<u><b>Rate/Hour</b></u>
Principal	\$250
Senior Water Specialist	\$195
Water Specialist	\$145
GIS Specialist	\$90
Accounting	\$70

**Yolo Subbasin Groundwater Agency Board of Directors**  
**Meeting Agenda Report**

**MEETING DATE:** January 22, 2024

**AGENDA ITEM NO. 8**

**SUBJECT:** Consideration: 2-Tier Well Permit Review Procedures

INITIATED OR     BOARD  
REQUESTED BY:  STAFF  
                   OTHER \_\_\_\_\_

INFORMATION  
 ACTION:  MOTION  
 RESOLUTION

ATTACHMENT  YES     NO

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**BACKGROUND**

*a. Update on Draft 2-Tier Well Permit Review Process*

In March 2022, Governor Newsom issued [Executive Order N-7-22](#), setting certain requirements for well permit issuance in light of California’s on-going drought. The Order required, in relevant part, that before issued a well permit, the permitting authority must obtain a written verification from the Groundwater Sustainability Agency that:

- The groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in the GSP for that area; and
- The groundwater extraction by the proposed well would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.

Separately, the permit-issuing agency must make a determination 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. In February 2023, those requirements were extended and modified by [Executive Order N-3-23](#). These requirements do not apply to domestic wells producing less than 2 acre-feet annually; wells that will exclusively provide groundwater to public water supply system; or certain wells that are replacing facilities that had been acquired by eminent domain.

In May 2022, YSGA adopted [Resolution No. 22-01](#), authorizing the Executive Officer to develop and implement Well Permit Procedures that were consistent with the requirements of the Order.

At the September 2023 Board meeting, YSGA adopted [Resolution No. 23-01](#), directing staff to establish a timeline and general parameters for updated Well Permit Review Procedures to be considered and ultimately adopted by the YSGA Board. The Resolution stated that a draft map depicting regions potentially requiring specially attention would be included in the updated Well

Permit Procedures, as well as a description of the characteristics meriting that special designation, and the process for including lands within these maps.

At the October 27, 2023 Special Board meeting, the YSGA Board received a presentation from West Yost on the delineation of the Focus Areas, and released the Draft Focus Areas Map for public comment. At the November 20 Meeting, the Board received public comment on the map, voted to approve the Focus Areas Map, and discussed the drafted criteria for hydrogeologic reports within the Focus Areas. The Board requested that staff and West Yost reconvene the *Ad Hoc Drought Contingency Planning Committee (Drought Committee)* to discuss a potential tiered process for moving forward with the review of new agricultural well permit applications in the [Focus Areas](#).

On December 20, 2023, the Committee received a presentation on the following two-tier proposal for reviewing well application in the Focus Area that is being brought to the Board for review.

- i. Tier 1 – YSGA completes a hydrogeologic evaluation and impact assessment of the well design and details provided by the well applicant. This will include extracting aquifer properties from the YSGA’s Groundwater Model unique to the location and depth of the proposed well, and an assessment of groundwater level impacts using appropriate analytical methods (Theis, Cooper Jacob, etc.).
  - a. If there are no sustainability concerns, the YSGA will provide Yolo County Environmental Health with written verification for the well permit application.
  - b. If there are sustainability concerns, the YSGA will request that the applicant complete a Hydrogeology Report.
- ii. Tier 2 – YSGA will request the applicant focus the Hydrogeology Report on the sustainability indicators of concern and relate the analysis to the Yolo Subbasin GSP sustainable management criteria and minimum thresholds. Additionally, a Professional Geologist or Certified Hydrogeologist will certify that the proposed well complies with the Executive Order.

YSGA staff and West Yost will provide a presentation reviewing the proposed two-tier well permit review procedures.

*b. Approve Amendment of Professional Services Agreement with West Yost*

At the June 19, 2023 Board meeting, the Board authorized entering into a Services Agreement with West Yost not-to-exceed \$69,600 to receive technical advisory support for the delineation of Focus Areas and the well permitting review process. These funds were used to delineate the Focus Areas and develop the hydrogeologic report criteria and procedures that have been presented thus far. Given the request for additional analysis and development of a two-tier approach, the original Services Agreement needs to be expanded. The amended agreement provides for the development of tools to allow YSGA staff to complete the proposed Tier 1 analysis as well as documentation of review procedures and the technical approach.

- c. *Approve Draft 2-Tier Well Permit Review Process, Approve Public Comment Period for Draft Technical Memorandum and Focus Areas Map, and Authorize Drought Committee to Finalize Well Permit Review Procedures*

YSGA staff request direction from the Board on the proposed two-tier well permit review procedures for implementation in the Focus Areas. Public comments received on the draft Focus Areas delineation asked for a combined review period to comprehensively evaluate the Focus Areas, permit review procedures, and hydrogeology report criteria at the same time. For this reason, YSGA staff recommend proceeding with a public comment review period of the draft 2-Tier Well Permit Review *Technical Memorandum* and the Focus Areas Map in February 2024. Additionally, staff recommend the Board continue to authorize the *Drought Committee* to assist staff with revising the draft Well Permit Review Procedures drafted by Legal Counsel Rebecca Smith and presented as attached at the November Board meeting.

### **RECOMMENDATION**

- a. This agenda item is for informational purposes only. No Board action is required.
- b. YSGA staff recommend that the Board approve the amendment to the professional services agreement with West Yost to increase the contract expenses from \$69,600 to \$99,600.
- c. YSGA staff request that the Board approve the Draft 2-Tier Well Permit Review Process, authorize public comment period for the Draft Technical Memorandum and Focus Areas Map, and authorize the *Ad Hoc Drought Committee* to assist in finalizing the Well Permit Review Procedures.



2020 Research Park Drive  
Suite 100  
Davis CA 95618

530.756.5905 phone  
530.756.5991 fax  
westyost.com

January 18, 2024

SENT VIA: EMAIL

Kristin Sicke  
Yolo Subbasin Groundwater Agency  
34274 State Highway 16  
Woodland, CA 95695

**SUBJECT: Request for Budget Augmentation: Professional Services Agreement dated July 11, 2023,  
Hydrogeologic Support Services for Yolo Subbasin GSP Implementation**

Dear Kristin:

West Yost is providing professional services to the Yolo Subbasin Groundwater Agency (YSGA) to support implementation of the Yolo Subbasin Groundwater Sustainability Plan (GSP), pursuant to the Professional Services Agreement (PSA) dated July 11, 2023.

The purpose of this letter is to request authorization for a budget augmentation to cover previously unbudgeted costs to 1) complete the delineation of focus areas, 2) develop updated well permit guidelines based on a tiered approach, and 3) develop tools for YSGA staff to use to evaluate well permits within the tiered review process.

Additional costs were incurred through December 2023 following direction from the YSGA Board and YSGA Drought Contingency Planning Committee to complete the delineation of focus areas, and develop a revised well permitting review process to incorporate the tiered evaluation process. These additional costs are within the overall budget authorized by the PSA.

Additional costs are projected to complete development of the proposed tiered evaluation process and to develop a set of tools that will enable YSGA staff to independently review well permits with limited to no outside support from consultants. Implementing the tiered review process and these well permit evaluation tools is anticipated to lead to cost savings for the YSGA and well applicants over time. Our existing budget authorization will need to be amended to include the projected costs to develop these tools.

The current authorized budget under the PSA is \$69,600. As communicated in meeting with YSGA staff, our costs through December 2023 were \$64,645. We are requesting authorization of an additional \$30,000 to develop updated guidelines and the permit evaluation tools, and attend and present at future YSGA Board and YSGA Drought Contingency Planning Committee meetings. This would bring our total authorized budget to \$99,600.

## PROPOSED REVISIONS TO PROJECT BUDGET

Table 1 lists the currently authorized budget, costs incurred through December 2023, requested additional budget, and requested revised total West Yost budget. We propose to continue performing services under the PSA on a time-and-expenses basis in accordance with our 2024 Billing Rate Schedule (Attachment A).

The following provides additional information on factors leading to additional costs.

### Task 1 – Technical Advisory Support

The estimated level of effort for this task was based on a project duration of 12 months and includes project management and billing associated time. This task is dependent on if YSGA staff needs technical advisory support. To date, YSGA staff have requested less than the anticipated level of effort related to this task. As shown in Table 1, the authorized budget for this task is \$21,200 and the project cost at completion for Task 1 is approximately \$16,200. Therefore, a budget reduction of \$5,000 is requested based on the anticipated needs of the project.

### Task 2 – Well Permitting Support

This task is nearing completion. The remaining activities to be completed for Task 2 are as directed by the YSGA Board and YSGA Drought Contingency Planning Committee and what is anticipated to be approved at the January 2024 YSGA Board meeting. These activities are anticipated to consist of the following:

- Revise the current version of the well permit evaluation process to include a tiered review process.
- Develop a set of tools and updated guidelines for YSGA staff to use to evaluate well permits within a tiered review process. The tools will allow YSGA staff to assess potential groundwater level impacts using appropriate analytical methods (Theis, Cooper-Jacob, or other) and will be based on existing YSGA model properties.
- Update draft Hydrogeologist Report Guidelines and Evaluation Criteria technical memorandum (TM) and prepare final Hydrogeologist Report Guidelines and Evaluation Criteria TM.
- Prepare for, attend, and present at YSGA Board and YSGA Drought Contingency Planning Committee meetings.
- Prepare for and attend meetings with YSGA staff, County staff, and YSGA legal counsel, when applicable.

As shown in Table 1, and communicated previously with YSGA staff, the costs incurred through December 2023 have reached the authorized \$17,100 budget for this task. The projected cost at completion for Task 2 is \$47,100. Therefore, a budget increase of \$30,000 is requested based on the anticipated needs of the project.

### Task 3 – Areas of Concern Hydrogeologic Analysis

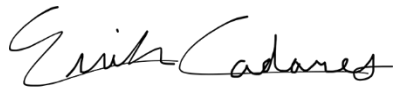
This task is complete, but the incurred costs exceeded the authorized budget by \$5,000 due to additional input received by the YSGA Drought Contingency Planning Committee when developing the Areas of Concern (i.e. Focus Areas) map. The additional costs incurred through December 2023 were approved in advance by YSGA staff. As shown in Table 1, the authorized budget for this task is \$31,300, and the projected cost at completion for Task 2 is approximately \$36,300. Therefore, a budget increase of \$5,000 is requested based on the projected cost to complete the task.



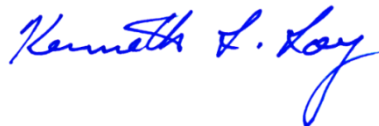
<b>Table 1. Hydrogeologic Support Services - Project Cost Analysis</b>				
<b>Task</b>	<b>Authorized Budget</b>	<b>Costs through Dec-2023</b>	<b>Revised Budget</b>	<b>Change in Budget</b>
Task 1. Technical Advisory Support	\$21,200	\$11,245	\$16,200	\$ (5,000)
Task 2. Well Permitting Support	\$17,100	\$17,180	\$47,100	\$30,000
Task 3. Areas of Concern Hydrogeologic Analysis	\$31,300	\$36,300	\$36,300	\$5,000
<b>Total Project Hours and Budget</b>	<b>\$69,600</b>	<b>\$64,725</b>	<b>\$99,600</b>	<b>\$30,000</b>

West Yost appreciates the opportunity to provide these services to the YSGA. Please provide us with your written authorization of the additional budget upon your review and approval. Please contact Erik if you have any questions or need additional information.

Sincerely,  
WEST YOST



Erik Cadaret, PG  
Project Manager



Ken Loy, CHG, CEG  
Principal Hydrogeologist

Attachment A. West Yost's 2024 Billing Rate Schedule

## West Yost's 2024 Billing Rate Schedule

# 2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)\*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

## 2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)\*

### Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

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Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
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Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
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Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

**Yolo Subbasin Groundwater Agency  
Policy Implementing  
Well Permit Review Procedures**

**Adopted** \_\_\_\_\_

Executive Orders N-7-22 and N-3-23 (EOs) require that, before a well permitting authority may issue a permit for certain new or modified wells, it must receive a written verification from the Groundwater Sustainability Agency (GSA) that:

- The groundwater extraction from the proposed well “would not be inconsistent with any sustainable groundwater management program established in the Groundwater Sustainability Plan” for that area; and
- The groundwater extraction by the proposed well “would not decrease the likelihood of achieving a sustainability goal for the basin”.

YSGA is not a well-permitting authority but is the GSA for its boundaries. Accordingly, shortly after the implementation of the EOs, YSGA adopted Resolution 22-01, authorizing and directing YSGA staff to carry out the verification processes required by the EOs.

Consistent with Resolution 23-01, this Policy establishes YSGA’s standards and processes for the issuance of verifications under the Executive Orders.

**1. Application of the Policy.**

This Policy applies to the issuance of Verifications for well permit applications under the EOs. Domestic wells producing less than 2 acre-feet annually; wells that will exclusively provide groundwater to public water supply system; and certain wells that are replacing facilities that had been acquired by eminent domain are exempt from the verification requirements under the EOs. Those facilities are not considered in this Policy. Similarly, the EOs require that the permit-issuing agency make certain findings related to the proposed well’s likely impacts on nearby wells and structures. Applicants should refer to their relevant permitting agency for guidance related to those findings, which are outside the scope of this Policy.

**2. Application Review Process.**

Well applications should be submitted directly to the appropriate County permitting offices for review consistent with that County’s governing requirements. Upon receiving a covered Permit Application from the County, the Executive Officer shall conduct a preliminary review of the materials for completeness and to confirm the applicability of the EOs. Where the application materials are sufficient to support YSGA’s required EOs Verifications, a written verification will be issued and forwarded to the well-permitting authority. In some circumstances, additional

information may be required before a verification can issue. These processes are outlined in Sections 3 and 4? , below.

In all cases, YSGA staff are empowered to issue a written verification based on the standards and processes provided herein. YSGA staff may refer any application to the Drought Contingency Planning Committee or YSGA Board of Directors for further consideration and direction, consistent with the standards identified in this Policy.

A verification will not be issued where the preponderance of the evidence before the agency demonstrates either that (1) the proposed well would be inconsistent with the groundwater management program of the GSP; or (2) the proposed well or well alteration would decrease the likelihood of achieving a sustainability goal for the Yolo Subbasin. In all other cases, and in the absence of substantial evidence that the proposed well is otherwise inconsistent with the verification requirements of the EO, the verification will be forwarded to the well-permitting authority for consideration and processing.

### **3. Supplemental Verification Materials – Wells in Focus Areas.**

YSGA has identified certain regions of the basin where, in the judgment of the agency, supplemental information should be submitted to support the EOs Verification process. These regions are depicted in **Exhibit \_\_** (Focus Areas Map). The process for identifying and mapping Focus Areas is detailed in **Exhibit \_\_**. The Focus Areas Map may be adjusted from time to time by an action of the YSGA Board, following an opportunity for public comment and review of the proposed changes.

Applications for sites located within the mapped Focus Areas shall submit additional supporting information as follows:

- a) For proposed new wells or alteration of existing wells which pump greater than 100 gpm or have a well casing diameter greater than 6 inches, the applicant shall submit a Hydrogeologist's Report prepared consistent with **Exhibit \_\_**.
- b) For proposed new wells or alteration of existing wells which pump less than 100 gpm or have a well casing diameter of 6 inches or less, a formal Hydrogeologist's Report is not required. Well applicants in this category are advised that, based on the specific conditions of the location and permit application, YSGA may request additional supporting information as part of the verification process.



*Inclusion in a “Focus Area” is not indicative of a particular region or well operation’s overall sustainability.* Rather, the Focus Areas Map identifies sites in the Yolo Subbasin where local hydrogeology, data gaps, monitoring trends, or other considerations make it prudent for the agency to collect additional information from applicants prior to issuing a verification under the EOs.

#### **4. Hydrogeologist’s Reports.**

**Exhibit \_\_** sets out the requirements for Hydrogeologist’s Reports prepared in accordance with this Policy. **Exhibit \_\_** may be amended from time to time by an action of the Board, following an opportunity for public comment and review of the proposed changes. A permit applicant may petition the agency for a waiver from the Hydrogeologist Report requirements based on the unique circumstances surrounding that application. Such a waiver will be granted where, in the judgment of the agency, the preponderance of the evidence already before the agency supports the verification findings required by the EOs.

#### **5. Reservation of Rights and Future Enforcement Actions.**

Verifications issued under this Policy are intended to meet the procedural and substantive requirements of the EOs, based on the evidence before YSGA at the time of issuance. Verifications issued under this policy are explicitly **not** a determination of underlying water rights; nor are they prima facie evidence that a particular well’s operations are sustainable now or under future conditions. YSGA reserves all rights to carry out appropriate enforcement and implementation of its groundwater sustainability programs within the basin, including but not limited to actions involving facilities that have been the subject of verifications under this Policy.