



Corning Sub-basin GSA Committee Meeting Materials

August 24, 2023 | 2:00 p.m.

Glenn-Colusa Irrigation District Main Pump Station
7854 County Road 203, Orland, CA 95963

Remote Public Participation Option:

Microsoft Teams meeting

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1. Call to Order

The Chair will call the meeting to order.

2. Roll Call

Staff will conduct roll call.

3. Meeting Minutes

- a. *Approval of August 2, 2023 special meeting minutes.
- b. *Approval of August 8, 2023 special meeting minutes.

Draft meeting minutes for August 2, 2023 are attached. Meeting minutes for the August 8, 2023 meeting are not yet available and will be made available separately or tabled until the next CSGSA meeting.

Attachments:

- August 2, 2023 special meeting minutes



Corning Sub-basin GSA Committee Special Meeting Minutes

August 2, 2023 | 9:30 a.m.

Glenn-Colusa Irrigation District Main Pump Station
7854 County Road 203, Orland, CA 95963

Alternate meeting location:
1177 Magnolia Ave., Larkspur, CA 93939

Public participation was also offered via teleconference

1. Call to Order

- Tom Arnold called the meeting to order at 9:32 a.m.

2. Roll Call

	Party Representative	Member Agency
X	Tom Arnold (Chairman)	County of Glenn
X	Grant Carmon (Vice Chairman)	County of Glenn
X	John Amaro	Glenn-Colusa Irrigation District
X	Pete Knight	Glenn-Colusa Irrigation District
X	Julia Violich	Monroeville Water District
X	Seth Fiack	Monroeville Water District

Roll call was taken as noted above.

3. Meeting Minutes

- *Approval of May 11, 2023 special meeting minutes.
 - *Approval of June 6, 2023 special meeting minutes.
 - *Approval of June 15, 2023 special meeting minutes.
 - *Approval of July 27, 2023 meeting minutes.
- No corrections or additions were made to the draft meeting minutes.

On a motion by Mr. Amaro, seconded by Mr. Fiack, the May 11, 2023 special meeting minutes, June 6, 2023 special meeting minutes, June 15, 2023 special meeting minutes, and July 27, 2023 meeting minutes were unanimously approved as presented.

4. Period of Public Comment

- Mr. Arnold invited public comments; whereby Patricia Schager read a statement opposing the method of charging fees and the voting process being considered by the CSGSA. She further commented on the benefits of surface water applications and work being done by other monitoring and regulatory groups all charging separate fees.
- Del Reimers commented on the coversheet he received and corrections to acreage and user classification. Discussion ensued on the reclassification process, consultant work to date, and the Proposition 218 process.
- Kevin Donnelley spoke regarding the landowners' lack of knowledge of this program, questioned how the basin boundaries were drawn, and suggested the CSGSA stand up to the State regarding SGMA compliance. Discussion continued on similar State/local programs, basin boundary designations and Groundwater Sustainability Agency jurisdictions, groundwater regulation, and local control.

5. Staff Reports

- Staff had nothing additional to report.

6. Financial Report

- a. *Review and accept financial reports.
 - b. *Review and consider approval of claims.
- Lisa Hunter reviewed the financial reports.

On a motion by Mr. Amaro, seconded by Mr. Knight, the financial reports were accepted as presented.

- No discussion was held on Item 6.b.

On a motion by Mr. Amaro, seconded by Mr. Carmon, the claims were unanimously approved as presented.

7. *Consider approval of the Fiscal Year 2023/2024 Corning Sub-basin Groundwater Sustainability Agency Budget.

- Ms. Hunter reviewed two draft budget options based on information provided in the CSGSA fee report and noted the budget may need to be revised following the outcomes of the August 8 public hearing to consider the proposed fees.
- Following discussion, it was the consensus of the CSGSA to postpone the approval of the budget until after the public hearing to consider the proposed fees.

8. Corning Sub-basin Groundwater Sustainability Agency (CSGSA) Operations and GSP Implementation Fee Project

- a. Receive an update on the CSGSA Fee Project, outreach meeting, and timeline.
 - b. Irrigated/Non-Irrigated Long-Term Fee Policy
- Ms. Hunter stated the project is currently in the required 45-day notice period and the public hearing is scheduled for August 8, 2023 at 6:00 p.m. at the GCID pump station conference room. The revised coversheet correcting the calculation error in the original coversheet have been mailed out.
 - Del Reimers stated his concerns with the space available for the public hearing. Discussion ensued on accommodations and outreach related to the upcoming public hearing.
 - Responding to a question from Jaime Lely, it was confirmed that all legal owners are required to sign the protest to be valid.
 - Regarding Item 8.b, Ms. Hunter stated Luhdorff & Scalmanini Consulting Engineers (LSCE) has prepared a Draft Irrigated/Non-Irrigated Policy and she encouraged discussion on the policy to ensure the policy is clear and consistent with the direction of the CSGSA.
 - Mr. Carmon commented that he liked the clarifications provided by Valerie Kincaid (CSGSA Counsel); however, the policy is still confusing relating to large parcels with very little domestic use and which user class domestic users would fall under. Considerable discussion took place on options related to user classes, how parcels were classified, size of parcels relating to domestic use and user classes, parcels with more than one use type, consistency in applying the user class definitions to parcels, state intervention, and well permitting requirements.
 - Additional discussion took place on reclassification of parcels and the potential for refunds or reimbursements. Clarification would be requested from Counsel on this topic.
 - The CSGSA agreed to remove the extraction (acre-feet) description included in the non-irrigated user class and define a large parcel as 15 acres or more. A final draft will be considered on August 8, 2023.

9. Corning Subbasin Groundwater Sustainability Plan Implementation

- No updates were provided for Item 9.

10. Corning Sub-basin Advisory Board Report

- a. Receive update on Corning Subbasin Advisory Board activities.
- b. *Consider recommendation to develop a Request for Proposals for a consultant to develop three annual reports (Water Years 2023, 2024 and 2025) combined with

tasks associated with the Sustainable Groundwater Management Round 2 grant program.

- c. *Consider recommendation to continue to split the costs for Corning Subbasin Annual Reports between the Tehama County GSA (two-thirds) and CSGSA (one-third).
- d. Receive an update on Corning Subbasin Advisory Board member terms.
- Ms. Hunter reported the CSAB is scheduled to meet at 1:30 p.m. on August 2, 2023 and the outcomes of the meeting will be shared at a future CSGSA meeting. Recommendations were made by the CSAB at their July meeting to develop a Request for Proposals (RFP) for consultant services to prepare three annual reports and tasks associated with the Sustainable Groundwater Management grant program and to continue a cost-share of one-third (CSGSA)- two-thirds (TCFCWCD) for annual report development.

With regard to Item 10.c, on a motion by Mr. Fiack, seconded by Mr. Amaro, it was unanimously ordered to approve the recommendation to split the costs for Corning Subbasin Annual Reports between the Tehama County GSA (two-thirds) and CSGSA (one-third).

- Regarding Item 10.b, Mr. Carmon discussed the CSAB recommendation to develop an RFP for three years and hope for better pricing with the three-year contract and a competitive process. He suggested approving Item 10.b providing direction to develop the RFP.

On a motion by Mr. Amaro, seconded by Mr. Fiack, the concept of developing an RFP for a consultant to develop three annual reports (Water Years 2023, 2024 and 2025) combined with tasks associated with the Sustainable Groundwater Management Round 2 grant program was unanimously approved.

- Ms. Hunter reviewed the terms of the CSAB members noting that no terms are expiring until March 2024. She suggested the CSGSA begin to think about the CSAB recruitment and appointment process and continue the discussion at a later date. Discussion ensued on the prior process to appoint members, which was informal, and who might be interested in filling any vacancies.

11. Corning Sub-basin GSA Committee Member Reports and Comments

- Mr. Arnold invited CSGSA member reports and comments; whereby no comments were heard.

12. Next Meeting

- A special meeting is scheduled for August 8, 2023 at 6:00 p.m. The next regular meeting is scheduled for August 24, 2023 at 2:00 p.m.

13. Adjourn

- The meeting was adjourned at 11:32 a.m.

4. Period of Public Comment

Members of the public are encouraged to address the Corning Sub-basin GSA Committee. Public comment will be limited to three minutes. No action will be taken on items under public comment.

5. Staff Reports

Staff from members of the Corning Sub-basin GSA will provide relevant updates, such as a brief status update of GSP implementation, grant agreements, and project agreements. Reminders and clarifications may be made, and direction may be provided to staff.

6. Financial Report

- a. *Review and consider approval of claims.

The claims summary is attached.

Attachments:

- Claims Summary

7. Corning Sub-basin Groundwater Sustainability Agency (CSGSA) Operations and GSP Implementation Fee Project

- a. Receive an update on the CSGSA Fee Project activities.
- b. Discussion on approved CSGSA Fee Policy.
- c. Discussion on User Classification Change Request process

Luhdorff & Scalmanini Consulting Engineers (LSCE) worked with the CSGSA to develop a long-term funding strategy to achieve GSP implementation and SGMA compliance over the next five-year period. After an extensive process, the CSGSA held a public hearing on August 8, 2023 to consider the proposed fees. Following the public hearing, protests were tabulated and it was reported that 143 valid protests were received out of a possible 1,576. The CSGSA considered and subsequently adopted maximum annual fees of \$0.93 per non-irrigated acre, \$6.14 per irrigated- surface water acre, and \$14.60 per irrigated-groundwater acre. Additionally, the CSGSA fee policy was approved.

The direct charge files were prepared by LSCE and submitted to the Glenn County Department of Finance on August 10, 2023, which included 1,576 records for a total of \$336,049.56.

As this new process continues forward, it is important to consider the User Classification Change Request process. The general process has been laid out in the CSGSA fee policy and outlines how an individual may request a User Classification change. The CSGSA should consider the internal process by which a User Classification Request will be processed.

The CSGSA long-term funding webpage can be found at the following link:

<https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/sustainable-groundwater-management-9>

Additional updates may be provided.

Attachments:

- CSGSA Fee Policy (Text Only)

Corning Sub-basin Groundwater Sustainability Agency Fee Policy

SECTION 1 – INTRODUCTION AND PURPOSE

Introduction

The Corning Sub-basin Groundwater Sustainability Agency (CSGSA) is developing its long-term fees in 2023 to fund GSA Administration, GSP Implementation and SGMA compliance costs for the FY23-24 through FY27-28 period. The CSGSA is approving a new Irrigated/Non-Irrigated fee structure to achieve more equity for those subject to the fee. The CSGSA needs to develop an associated fee policy to ensure equitable billing for services received.

Purpose

This is a policy document developed by the CSGSA to implement the new Irrigated/NonIrrigated fee structure approved in 2023. The purpose of this policy is to ensure that each parcel subject to the fee is properly classified into the correct user class and charged the correct fee amount on a per acre and annual basis based on the unique user class fees. The policy recognizes that the manner in which each parcel is charged under the new fees needs to be clearly defined to ensure landowners understand the fee, to promote consistency in fee determination, and simplify any potential reclassification of parcels into the correct user class for accurate fee purposes.

Adopted Irrigated/Non-Irrigated Fees

The new 2023 CSGSA proposed fees include three user classes: Non-Irrigated, Irrigated-Surface Water, and Irrigated-Groundwater. Each fee has a unique per acre per year fee which reflects the respective benefit of CSGSA services. Appendix A includes the proposed resolution approving the new CSGSA 2023 fees.

SECTION 2 – USER CLASS DEFINITIONS

The CSGSA is developing its long-term fees in 2023 to recover adequate revenues to achieve SGMA compliance for all landowners in the service area. The three (3) distinct user classes are defined below.

Fee User Class Definitions

Non-Irrigated User Class: Includes parcels within the CSGSA service area that open space, natural habitat, vacant, dry land farmed or rangeland. Parcels included in this user class have no groundwater wells or wells used only for minimal domestic use on large parcels consisting of 5 acres or more.

Irrigated-Surface Water User Class: Includes parcels within the CSGSA service area that use surface water primarily which may include parcels within the surface water provider service area or have individual water rights or permits for surface water allocations directly from the Sacramento River, Stony Creek, or another source. Parcels that use surface water with groundwater in a supplemental fashion will be classified as irrigated-surface water users.

Irrigated-Groundwater User Class: Includes parcels within the CSGSA service area that use groundwater primarily and do not have access to or the right to use surface water supplies. These parcels will typically have a well(s) on the parcel, or a nearby parcel, serving as the primary source of water supply. Urban areas or residential areas that rely on groundwater for domestic supply are included in this category.

Other Definitions

County: Glenn County located in northern California.

CSGSA: The Corning Sub-basin Groundwater Sustainability Agency.

Landowner: The landowner of record for a parcel subject to the CSGSA fee based on County assessor parcel data.

Parcel address: The address of the property subject to the CSGSA fee based on County assessor parcel data.

Parcel Acreage: The total acreage of the parcel subject to the CSGSA fee based on County assessor parcel data. If there is more than one acreage figure for a parcel the CSGSA will generally base fees on the lower acreage figure or the acreage figure that most accurately represents the parcel acreage. Multiple sources of data will be referenced in order to verify use of accurate acreage data for assessing CSGSA fees.

Parcel Acreage For Boundary Parcels: For parcels with a portion of the land area within the CSGSA service area boundary, the net acreage of the parcel subject to the CSGSA fee located within the CSGSA boundary will be used for fee assessment purposes based on GIS calculations data.

SECTION 3 – CURRENT USER CLASSIFICATIONS

This section allows landowners subject to the fee to understand how their parcel(s) are classified under the new CSGSA Irrigated/Non-Irrigated 2023 fee structure with three (3) user classes. The CSGSA will make parcel level fee data easily available to landowners subject to the fee. CSGSA Service Area Boundary Appendix B includes the CSGSA service area boundary. Parcels with a portion of their acreage within the CSGSA boundary will only be assessed fees based on their acreage within the CSGSA service area boundary.

CSGSA Service Area Parcel User Class Delineations Appendix B includes a CSGSA service area parcel map indicating user class delineations based on the approved 2023 fees and associated definitions included in this draft policy document. Landowners may identify parcel classification by viewing this map which categorizes parcels based on the three (3) user classes included in the approved fees for the fee assessment process. The parcel map delineations will be updated based on changes in land use necessitating a change or to address any errors in initial classification. As parcel reclassifications are approved the user class map will be updated accordingly.

SECTION 4 – USER CLASSIFICATION CHANGE REQUEST

Landowners may request a change in user classification (and associated fee assessment) (User Classification Change Request) based on implementation of the new CSGSA Irrigated/Non-Irrigated fee structure approved in 2023 (see Appendix A). The purpose of this policy is to ensure that each parcel subject to the fee is properly classified into the correct user class and charged the correct fee amount on a per acre and annual basis based on the unique user class fees. The CSGSA recognizes category classification may need to be reviewed in limited circumstances.

Basis For User Classification Changes

Landowners may request reclassification of their parcel(s) under the new 2023 CSGSA fees based on the following circumstances: (1) parcel is classified improperly (not in correct user class); (2) parcel fee assessment amount is incorrect (based on acreage inaccuracy or incorrect user classification); or (3) parcel land use has changed requiring the parcel to be reclassified into a different user class. To request a User Classification Change, the landowner must fill out a User Classification Change Request form.

User Classification Change Request

The CSGSA may consider User Classification Change Requests after a landowner has submitted the respective form requesting a specific change. The CSGSA has the option of providing both electronic and manual forms. The information requested would include landowner name, parcel address, parcel user classification, and parcel acreage. A sample of potential draft manual and electronic forms are included in Appendix C. A User Classification Change Request must be submitted not more than 45 days from the County's issuance of the tax bills which includes the CSGSA property related fee. The CSGSA staff will review, and process User Classification Change Request within 15 business days of receiving the Request form. All Request forms received will be stored electronically for CSGSA records. Request forms may be submitted electronically or via handwritten form. Staff will review the Request form and the existing information related to the parcel at issue to determine whether reclassification is appropriate based on the definitions included in this Policy. Approved Change Requests will be signed and dated by authorized staff, provided to the requesting party, and kept in CSGSA records. If Change Requests are not approved, staff will provide the denial and indicate the reason denying the reclassification request to the requesting party. There are no Application fees levied by the CSGSA in processing these Applications.

SECTION 5 – USER CLASSIFICATION APPEALS PROCESS

Landowners who request a parcel user class reclassification under Section 4 of this policy who are denied the request, may appeal the decision to the CSGSA Committee. The Appeal must be submitted to the CSGSA Committee within 30 days of the date the denial by staff was issued. The Appeal must be written and include specific reasons the denial was improper based on the Classification Policy definitions and any supporting facts in support thereof. The CSGSA Committee will consider the appeal at the first Committee meeting that occurs at least 15 days after receiving the Appeal. If the staff determination is not supported by evidence, the CSGSA Committee may grant the Appeal and approve the User Classification Change Request; if the staff determination is supported and consistent with the Policy, the CSGSA Committee shall deny the Appeal.

8. Corning Subbasin Professional Services

- a. *Consider authorization for Tehama County Flood Control and Water Conservation District to issue *Request for Qualifications (RFQ) for Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins* in partnership with the CSGSA as it relates to the Corning Subbasin.
- b. Provide direction on preferred RFQ review process.

At the July 5, 2023 Corning Subbasin Advisory Board (CSAB), the CSAB recommended the GSAs develop a Request for Proposals for a consultant to develop three annual reports (Water Years 2023, 2024 and 2025) combined with tasks associated with the Sustainable Groundwater Management Round 2 grant program. The recommendation was shared at the July 27, 2023 and the August 2, 2023 CSGSA meetings. On August 2, 2023, the CSGSA approved the concept of development of an RFP.

Tehama County Flood Control and Water Conservation District (TCFCWCD) has prepared a draft Request for Qualifications (RFQ) for the development of annual reports, responding to DWR comments on GSPs, and GSP implementation activities for the five subbasins in Tehama County, including the Corning Subbasin. The RFQ indicated the consultant will be required to work with both the TCFCWCD and the CSGSA for project work within the Corning Subbasin. TCFCWCD would lead the RFQ process and enter into an agreement with the selected consultant(s).

The draft RFQ is attached with suggested edits from CSGSA staff in tracked changes. Staff requests input from the CSGSA on the contents of the draft RFQ and expectations relating to the review and selection process.

Attachments:

- Draft Request for Qualifications (RFQ) for Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

Tehama County Flood Control and Water Conservation District



Request for Qualifications

Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

Proposals are to be submitted to

Justin Jenson, Deputy Director of Public Works Water Resources
Groundwater Sustainability Agency
1509 Schwab Street
Red Bluff, CA 96080

Submission Due Date
No later than 3:00 PM PST
September 26, 2023

Questions may be directed to

Justin Jenson and Nichole Bethurem (for process)

jjenson@tcpw.ca.gov nbethurem@tcpw.ca.gov

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Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

A. General Information

Purpose

This Request for Qualifications (RFQ) is being issued to interested consultants who wish to be considered for selection to provide professional services to prepare and submit Sustainable Groundwater Management Plan (GSP or Plan) Annual Reports and provide various informational and management services for Plan implementation activities for a three year period, for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins. The selected firm must have the capability to complete work for all five subbasins and will provide services to both the Tehama County Flood Control and Water Conservation District and the Corning Sub-basin GSA of Glenn County (CSGSA), collectively the Groundwater Sustainability Agencies or GSAs.

The scope of this RFQ is intended to include all tasks necessary to complete and submit compliant updates to the GSPs. Respondents are expected to be familiar with the Sustainable Groundwater Management Act (SGMA) Laws and Regulations, the Department of Water Resources (DWR) guidance documents, have a complete comprehension of the GSP Regulations (Regulations), manage and provide data as needed and be able to devise new, and implement existing, Projects and Management Actions (PMAs) in support of groundwater sustainability. The Draft Work Plan is expected to include all work necessary to meet the requirements set forth in the GSP Regulations which can be found on DWR's website as well as a roadmap to implementing PMAs. Existing Plans can be viewed at <https://tehamacountywater.org/>.

Interested consultants are invited to submit a proposal for planning services and associated tasks listed in Section D, Consultant Services. All proposals shall be submitted in accordance with the format and information listed in ~~Section G.E, Proposal Submittal~~ Section G.E, Proposal Submittal Requirements of the Statement of Qualifications.

The Tehama County Flood Control and Water Conservation District (District) reserves the right to issue additional RFQ(s) or RFP(s) for the performance of any and all of the services during the service period outlined below. District or GSAs may select qualified consultants that submit proposals in response to this RFQ, and/or any subsequent RFQ, to perform all, some, or any of the consultant services required by the GSAs District.

Respondents should have expertise and ability in the following areas:

- Knowledge and understanding of SGMA legislation and GSP regulations
- Groundwater Management Planning
- Project and Management Action Implementation
- Public Outreach and Coordination
- Technical components of SGMA implementation, including the ability to perform required services as listed in the Scope of Work
- Data Management

Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

- Coordination with neighboring entities and their consultants to ensure seamless planning and implementation processes.

The selected consultant team shall have the appropriate resources to conduct work as outlined in the Agreement under the Consultant Services, including but not limited to availability to provide services on short notice, complete all major GSP related tasks prior to DWR deadlines and as needed for funding deadlines. Additional schedule should be included to respond to DWR comments in writing.

Consultant Services

The five subbasin activities will include tasks that are similar between each, as well as elements that are unique to each. The selected respondent must be able to complete the following task list of services. District/[CSGSA](#) staff will work with the selected respondent to develop a Scope of Work and schedule that includes the tasks necessary to complete goals in the GSPs and the required submissions to DWR.

For each task and subtask, specific work activities are listed, followed by a brief narrative describing proposed responsibilities, prior work that will be relied on, relationship to other tasks, and any other assumptions. A list of specific deliverables is listed for each task/subtask.

Interim deliverables for tasks will be required. Respondents should include time for community outreach, staff review, landowner coordination, recommendation from advisory boards, work with permitting agencies, and final approval to proceed with projects at the elected board [or](#) [GSA](#) level.

Service Period

The selected Consultant will be expected to begin work immediately upon receipt of Notice to Proceed. The period during which the services described herein will be performed will extend from approximately October 2023 through December 2026. All proposals received must address the scope of work for administering the program in a timely fashion.

B. Background Information

In response to the Sustainable Groundwater Management Act of 2014 (SGMA), the District submitted a GSA Notice of Intent in November 2015 to become the GSA for all portions of the 11 subbasins located within Tehama County. The District was recognized by DWR as the exclusive GSA for those 11 subbasins in February 2016. Following the Basin Boundary Modification Request process, the number of subbasins in Tehama County was reduced to seven, as show on [this map](#). Subbasin boundary and prioritization information is available in the [SGMA Basin Prioritization Dashboard](#).

The District has prepared [Groundwater Sustainability Plans \(GSPs\)](#) for the Bowman Subbasin of the Redding Basin and the Red Bluff, Antelope, and Los Molinos Subbasins of the Sacramento

Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

Valley Basin in accordance with the SGMA and GSP regulations. The [Corning Subbasin](#) is jointly managed by the District and CSGSA as portions of that subbasin exist in both Tehama and Glenn Counties. [The two GSAs submitted a single GSP for the Corning Subbasin.](#)

The District has received a recommended draft award of more than 16 million dollars in Prop 68 Round 2 implementation funding for four of the five basins as described below to be used over the three year contract period. It is the intention of the District/CSGSA to use these funds, and limited direct funds, to complete required DWR submissions, implement PMAs, and work with our partners at the Resource Conservation District of Tehama County, [and other partners as identified](#), to complete projects in all five basins and move closer to the goals of the GSPs.

Corning Subbasin

- Grant Administration: -\$734,600
- GSP Implementation, Outreach, and Compliance Activities: \$1,370,000
- Ongoing Monitoring, Data Gaps, and Enhancements: \$3,019,000
- Projects and Management Actions – Recharge Focused: \$1,742,000
- Projects and Management Actions – Regional Conjunctive Use: \$1,215,000

Recommended Award: \$8,080,600

Red Bluff Subbasin

- Grant Administration: \$323,500
- GSP Implementation, Outreach, and Compliance Activities: \$1,288,000
- Projects and Management Actions - Recharge Focused: \$1,956,500

Recommended Award: \$3,568,000

Los Molinos Subbasin

- Grant Administration: \$165,000
- GSP Implementation, Outreach, and Compliance Activities: \$1,228,000
- Projects and Management Actions – Recharge Focused: \$430,000

Recommended Award: \$1,823,000

Antelope Subbasin

- Grant Administration: \$142,950
- Ongoing Monitoring, Data Gaps, and Enhancements: \$1,429,500

Recommended Award: \$1,572,450

The District has coordinated with the ~~Corning Sub-basin GSA (CSGSA)~~ on the development of a single GSP document for the Corning Subbasin. The selected respondent will need to work

Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

closely with both agencies to complete the requirements of the RFQ that involve the Corning Subbasin.

The District is governed by a five-member Board of Directors, which is composed of members of the County Board of Supervisors. Additionally, the District has an eleven-member Groundwater Commission that reviews most SGMA-related matters, making recommendations to the Board of Directors for final decisions.

The Corning Subbasin is governed jointly by the District and the CSGSA and the selected respondent will need to work with both agencies' boards/committees, staff, and advisory committees. The selected respondent will be expected to coordinate closely with the Groundwater Commission, CSAB, and staff on all tasks. The Commission, ~~and CSAB~~, and any identified advisory committees of the CSGSA will be providing guidance and direction to staff and the selected respondent throughout the duration of the contract. The selected respondent will be expected to meet in person with the Commission, ~~and CSAB~~, and CSGSA (or CSGSA advisory/ad hoc committee) at least quarterly, and possibly monthly at times. Additionally, the advisory and governing bodies may form ad hoc or standing committees to review and provide direction on specific tasks; the consultant will be expected to participate in these discussions which may occur in person or over the phone.

C. RFQ Tentative Schedule

RFQ Issuance	August 31, 2023
Deadline to Submit Questions	September 12, 2023
Response to Questions	September 18, 2023
Proposals due to District	September 21, 2023
Notification for Oral Interviews	September 25, 2023
Interviews and Consultant Selection	October 3-11, 2023
Recommendation to Board of Directors <u>/CSGSA</u>	October 16- 26 , 2023
Board of Directors Contract Award <u>pending CSGSA action</u>	October 16, 2023
Notice to Proceed	October 17 <u>27</u> , 2023

It is important the consultant team(s) selected be able to respond quickly during agreement negotiations and initiate work as soon as possible after full execution of the agreement(s).

D. Consultant Services

The five subbasin activities will include tasks that are similar between each, as well as elements that are unique to each. The selected respondent must be able to complete the following task list of services. District/[CSGSA](#) staff will work with the selected respondent to develop a Scope of Work and schedule that includes the tasks necessary to complete goals in the GSPs and the required submissions to DWR.

For each task and subtask, specific work activities are listed, followed by a brief narrative describing proposed responsibilities, prior work that will be relied on, relationship to other tasks, and any other assumptions. A list of specific deliverables is listed for each task/subtask.

Interim deliverables for tasks will be required. Respondents should include time for community outreach, staff review, landowner coordination, recommendation from advisory boards, work with permitting agencies, and final approval to proceed with projects at the elected board or [GSA](#) level.

Task 1. Project / Grant Management and Administration

This task includes:

1. Regular tracking of task progress and costs, including the development of project tasks and schedules
2. Monthly project status meetings
3. Preparation of progress reports and invoices for the District, in the format requested by DWR, separated by basin and task.
4. Draft and Final Completion Report and closeout documents required by DWR.

Task 2. GSP Implementation, Outreach, and Compliance Activities

This task includes:

1. All activities necessary to submit three (3) Water Year annual reports, for each of the following five subbasins, to DWR by the required deadline.
2. Responding to comments from DWR's review of five (5) GSPs.
3. Meetings with community stakeholders, outreach consultants, and governing bodies including coordination with neighboring GSAs.
4. Data gathering and management.
5. Coordination with the District/[CSGSA](#) to identify other opportunities.

Task 3. Ongoing Monitoring, Data Gaps, and Enhancements

This task includes:

1. Familiarization with, and assessment of, existing monitoring and identified data gaps.
2. Identification of monitoring needs included in and in addition to those in the GSP.
3. Creation of priorities.

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4. Design of installments needed to fill [data](#) gaps.
5. Coordination with District/[CSGSA](#) partners and contractors as needed.
6. Assistance with permitting as needed.
7. Assistance with grant applications if available.
8. Assistance with current and future technologies that would assist in closing data gaps.

Task 4. Projects and Management Actions – [Recharge Focused](#)

This task includes:

1. Analyzing data from multiple sources to provide the most appropriate or lowest cost areas to concentrate recharge efforts.
2. Assisting in landowner [and community](#) outreach.
3. Assisting in coordination with outside agencies.
4. Determining potential sources of water for recharge.
5. Design of installments.
6. Assistance with permitting.
7. Scheduling assistance.
8. [Coordination with landowners, agency partners, and contractors as needed.](#)
- 8-9. [Documentation of long-term recharge project evaluation and results of work completed.](#)

Discussion/Assumptions:

This task will result in some recharge work being in place and some being at or near shovel-ready by the end of the contract term. Also, future projects will be identified along with costs, schedules, and priorities. Assistance with grant applications may be required if such monies become available.

Task 5. Projects and Management Actions – [Regional Conjunctive Use](#)

This task includes:

1. Identifying existing and future water sources.
2. Assisting in coordination and contracts with outside agencies.
3. Assisting in coordination with landowners.
4. Assisting in the creation of incentives for landowners to participate.

Task 6. Provide [General Consulting Services](#) on an As-Needed

This task will require “on call” services by task order with fixed per hour rates for the duration of the contract.

E. Questions

Please direct all questions regarding this RFQ in writing via email to Justin Jenson at jjenson@tcpw.ca.gov and Nichole Bethurem at nbethurem@tcpw.ca.gov. The deadline to submit questions is 12:00 PM on September 12, 2023, any questions submitted after that date will not be answered. Questions will be answered by addenda and posted to <https://www.ciplist.com/> by 5:00 p.m. **September 18, 2023**. All respondents are bound by the addenda, whether or not actually received by the respondent.

F. Corrections and Addenda

1. If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the respondent shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.
2. If a respondent fails to notify the District prior to the date fixed for submission of proposals or a known error in the RFQ, or an error that reasonably should have been known, the respondent shall submit a response at their own risk, and if the respondent is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the District interpreting or changing any of the items in this RFQ including all modifications thereof, shall be incorporated in the submittal. The respondent shall sign and date the addenda cover sheet and submit the sheet along with the proposal. Any oral communication by the District's designated contact person or any other District staff member concerning this RFQ is not binding on the District and shall in no way modify this RFQ or any obligations arising thereunder.

Commented [LH1]: Would it be more consistent to post addenda to the website as mentioned in the questions section?

Commented [LH2]: Is this necessary? What if they didn't see the addenda?

G. Requirements of the Statement of Qualifications

Submittal Requirements

Consultants interested in responding to this RFQ shall submit, in writing, a proposal providing all the information requested in Section D. Consultant Services, in the format specified in Section ~~GE~~, Requirements of the Statement of Qualifications. The proposal will be considered complete if all requested information is provided.

Respondent shall provide a disclosure stating any conflicts of interest. These may include any actual, apparent, direct, or potential conflicts of interest that may exist with respect to the firm, employees, or other persons relative to the provided service.

Proposer must submit one (1) original hard copy of the proposal with signature and one (1) electronic copy (.pdf) on a thumb drive by September 21, 2023 at 3:00 p.m. PST.

Proposals must be submitted to:

Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

Tehama County Flood Control and Water Conservation District
Groundwater Sustainability Plan Development SOQ
Attn: Justin Jenson, Deputy Director of Public Works – Water Resources
1509 Schwab Street
Red Bluff, CA 96080

Due Date

Proposals must be received no later than 3:00 p.m. PST on September 21, 2023. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFQ will be notified of the new date.

Commented [LH3]: Should it also be posted on the website noted above?

Proposal Format and Contents

The respondent’s proposal must be signed by authorized personnel, delivered in a sealed envelope, and must contain the six parts below. Please provide and present the following information in the order listed, in a clear and concise format limited to twenty (20) single-sided pages, not including cover letter, resumes, schedule, and hourly rates. Proposals that do not follow this format may be disqualified by the District /CSGSA at their discretion:

Section 1. Technical Approach/Project Schedule

Describe the approach to be taken in addressing the proposed scope of work. This description is to include delineation of specific tasks identified in Section A. General Information (above). This should include consideration of the information contained in Section D. Consultant Services (above) and identify any revisions the consultant wishes to propose. The selected respondent will be expected to have the capabilities to complete all of the Tasks detailed in Section D. Consultant Services. The proposal shall also include a schedule for all tasks/subtasks with the timeline for completing all required tasks. The selected respondent will be expected to work with and take direction from Agency staff, CSGSA, CSAB, Commission committees/commissions as authorized by the GSAs, and Board of Directors in tailoring each Task to fit the needs of the agencies and the citizens of the five subbasins.

Section 2. Experience of Proposed Personnel

Describe the management plan to be used, staffing configurations, and so forth. The identification and use of specific key members throughout the life of the project are important factors in the GSAs’ District’s consideration and selection of a consultant/project team. Any changes in identified key personnel after the award of the Agreement must be approved by District in writing in coordination with the CSGSA (for work in the Corning Subbasin) before the change is made. A brief resume of the individuals involved in the project must be included. Please detail which project team members, including sub-consultants, will be responsible for completing the individual Tasks detailed in Section D. Consultant Services.

Section 3. Identification of Sub-Consultants

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All proposals shall identify any and all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, the proposal shall indicate (1) name and business location of sub-consultant, (2) what products and/or services are to be supplied by that subcontractor and, (3) what percentage of the overall scope of work that subcontractor will perform. A brief resume of key representatives of each subconsultant involved in the project must be included.

Section 4. Prior Related Experience

Summarize the firm's experience with the tasks listed and with groundwater management and planning in California over the past 15 years, specific experience in the Sacramento Valley is highly desirable and should be highlighted. Additionally, please detail experience working with rural communities, agricultural communities, and smaller agencies, such as the District, which have limited staffing and funding. Include the name and phone number of a contact person for each referenced project.

Section 5. Responsiveness to Client Needs

Describe specific project implementation measures needed that will both benefit the constituents living within the subbasins and identify tangible solutions/projects that this rural agricultural community can not only implement, but support. Describe factors such as familiarity with the geographic area of the project, positive interaction with California Department of Water Resources, and other planning capabilities that will enhance the overall quality and effectiveness of the finished tasks. It is anticipated the selected respondent will need to perform a majority of the tasks listed and provide significant assistance as the District ~~and CSGSA have~~ limited staffing resources. Please describe how this will be accomplished and include any tasks ~~GSA~~District staff should anticipate completing. Additionally, please confirm that your staff will be able to meet in person at numerous meetings, including, but not limited to District Board of Directors, Groundwater Commission, ~~CSGSA, CSAB, committees~~, public outreach, and review and adoption meetings. Describe the level of availability and accessibility to your staff for project-related needs. Please list any other GSAs that your firm or subconsultants are working with.

Section 6. Project Budget

Provide a cost to complete the Contract. Cost proposals should include a list of the Tasks detailed in Section D, ~~Consultant Services~~ that will be completed for the proposed cost. If the respondent determines not all tasks identified in Section D, ~~Consultant Services~~, are necessary for the delivery of complete tasks, or the completion of those tasks is not possible within the budget amount, provide a separate list of such tasks from Section D and a cost estimate to complete each of these Tasks.

The proposed price to complete the Contract should be submitted in a separate sealed envelope. This envelope should also contain hourly rates for key staff.

H. Selection Process

1. After the submittal deadline specified in Section G, an Evaluation Committee comprised of representatives from the District/CSGSA, and others as appropriate, will review and rate each of the consultant(s) based on the proposals received for the subject areas listed in Section D, Consultant Services. Consultants will be rated according to Attachment A, Proposal Rating Form. Interviews may be held at the discretion of the evaluation committee.
2. Tehama County employees, District employees, or GSA representatives will not participate in the selection process when those employees or representatives have a relationship with a person or business entity submitting a proposal that would subject those employees or representatives to the prohibition of Sections 1090, 4523.12 and 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a Tehama County employee, District employee, or GSA representative who may be involved in the evaluation process shall advise the District of the name of the employee or representative in the proposal.
3. The District reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The District may require a proposer's representative to answer questions, present a demonstration and/or samples to the Evaluation Committee, Corning Subbasin Advisory Board, CSGSA, Tehama County Groundwater Commission (Commission), or Tehama County Flood Control and Water Conservation District Board of Directors (Board of Directors). The District reserves the right to select the firm which, in its sole judgment, best meets the needs of the District/CSGSA. **The order of ranking is not the sole criterion for recommending contract award.**
4. After considering the factors outlined in Section D, Consultant Services, and Section G, Requirements of the Statement of Qualifications, a recommendation from the Evaluation Committee will be presented to the Commission and/or CSAB; the Commission and/or CSAB will make a recommendation to the District Board of Directors and CSGSA to consider entering into a contract with a consulting firm. Upon approval of a consultant by the Board of Directors, all respondents will be notified, by mail, of the District's selection.

Commented [LH4]: Consider recommendation may need to go through the CSAB, then the Commission if needed, and to both GSAs for agreement before the Board entering into a contract.

I. General Information

1. District's Rights, Options, and Policies

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- a. Successful firms will be required to participate in negotiations and to submit such pricing, technical or other revisions to their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from an economic and technical viewpoint.
- b. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to decide that one proposal is more favorable than all others.
- c. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to declare a proposal as non-responsive if it fails to clearly and/or completely respond to all questions and requirements of this RFQ. All late submissions will be considered non-responsive and be returned unopened.
- d. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to waive any irregularities and/or informalities in submitted proposals. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.
- e. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to modify, postpone, or cancel this RFQ at any time and/or reject any and all submissions without indicating any reason. No proposal documents will be returned.
- f. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to reject individual team members, firms, consultants and/or request substitution(s). The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter into negotiations with any of the firm(s) regarding their submittal.
- g. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to reject any or all proposals and assumes no obligation to award a contract.
- h. The District [in coordination with the CSGSA when related to the Corning Subbasin](#) reserves the right to terminate the consultant agreement if the proposed individual(s) is changed after selection and/or following the award of the consultant agreement.
- i. If contract negotiations are unsuccessful with the preferred Consultant, District [in coordination with the CSGSA when related to the Corning Subbasin](#) may, at its discretion, choose to negotiate with any other Consultant.
- j. No compensation is offered for any of the work related to the development of the initial Scope of Work, Final Budget, or Schedule that will be included in the contract. The submissions are entirely voluntary. All original documents including electronic files become the property of the District [and CSGSA when related to the Corning Subbasin](#).
- k. Those submitting a proposal warrant and covenant that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or aid in procuring the contract for this project.

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- l. All proposals received in response to this RFQ may become public records under the laws of the State of California and the public may be given access to them after the formal section process has been completed.
- m. The District in coordination with the CSGSA when related to the Corning Subbasin shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by the Vendor, or to perform such services with District's own forces, as District desires.
- n. The successful proposer will have the status of an independent contractor and will not be either an officer or employee of the District or CSGSA.
- o. Consultants shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in the performance of District contracts.

2. Form of Agreement

- a. No agreement with the County shall have any effect until a contract has been signed by both parties.
- b. A sample of the agreement is included as Attachment "B" hereto. Proposers must accept the terms of this sample agreement and must be willing to provide the required insurance as detailed in Attachment "C". With few exceptions, the terms of the County's Standard agreement will not be negotiated.

3. Duration of Proposal

All submittals will remain in effect for at least ninety (90) days after submission deadline. The selected respondent will be required to execute an agreement with the District for the services requested within ninety (90) days of the District's notice of intent to award. If agreement on terms acceptable to the District cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms, it appears that an agreement will not be possible, as determined at the sole discretion of the District, the District reserves the right to retract any notice of intent to award and proceed with awards to other vendors.

4. Withdrawal and Submission of Modified Proposal

A respondent may withdraw a submittal at any time prior to the submission deadline with a written notification of withdrawal signed by the respondent or his/her authorized agent. The respondent must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline but may not be changed after the designated submission deadline.

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Attachment A. Proposal Rating Form

Proposal Rating Form

Proposer: _____

Evaluation Committee Member: _____

Date of Review: _____

Technical Approach/Project Schedule	_____	X 0.35 =	_____
	Score	Weight	Rating
Experience of Proposed Personnel	_____	X 0.20 =	_____
	Score	Weight	Rating
Prior Related Experience	_____	X 0.15 =	_____
	Score	Weight	Rating
Responsiveness to Client Needs	_____	X 0.25 =	_____
	Score	Weight	Rating
Project Budget	_____	X 0.05 =	_____
	Score	Weight	Rating

Please evaluate the proposals using the following cumulative point system (maximum of 5.00 points):

Scoring		
Outstanding	=	5
Very Good	=	4
Good	=	3
Average	=	2
Poor	=	1
Not Addressed or Unacceptable	=	0

Attachment B. Sample Consultant Agreement

AGREEMENT BETWEEN THE TEHAMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND

This agreement is entered into between the Tehama District Flood Control and Water Conservation District (“District”), and ----- (“Consultant”) for the purpose of providing Professional Services for Groundwater Sustainability Plan (GSP) Annual Reports, DWR GSP Review Response to Comments, and Implementation Activities for the Bowman, Red Bluff, Antelope, Los Molinos, and Corning Subbasins

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall -----

2. RESPONSIBILITIES OF THE COUNTY

District shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement -----.

3. COMPENSATION

Consultant shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “-----” after satisfactorily completing the duties described in this Agreement. In addition, District shall reimburse Consultant reasonable expenses for travel, postage, and document reproduction incurred by Consultant in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for lodging, mileage, meal, and incidental expenses shall not exceed the rates set forth in the California Department of Human Resources (CalHR) Travel Guidelines (<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>) The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$-----. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Consultant shall have no claim against Consultant for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Consultant shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that District has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Consultant that exceed the Maximum Compensation amount set forth above. Should

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Consultant receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

----- Insert appropriate paragraph from "Compensation, Billing and Payment Standard Paragraphs" (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate -----, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Consultant fails to perform his/her duties to the satisfaction of the District, or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then the District shall have the right to terminate this agreement effective immediately upon the District giving written notice thereof to the Consultant. Either party may terminate this agreement on 30 days' written notice. District shall pay Consultant for all work satisfactorily completed as of the date of notice. District may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The District's right to terminate this agreement may be exercised by the Executive Director of the Tehama County Flood Control and Water Conservation District.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the District.

9. EMPLOYMENT STATUS

Consultant shall, during the entire term of this agreement, be construed to be an independent Consultant and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the District is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Consultant, if Consultant were a District employee. District shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under District's Workers Compensation Insurance Plan nor shall Consultant be eligible for any other District benefit.

10. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify the District, the CSGSA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of District /CSGSA), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of District /CSGSA) being damaged, arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Consultant shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Consultant shall also defend and indemnify District /CSGSA against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the District /CSGSA with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Consultant shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or

“maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its subconsultants to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, District will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Consultant or its subconsultants to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Consultant specifically acknowledges that District has not affirmatively represented to Consultant in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Consultant hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Consultant acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Consultant or subconsultant may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Consultant

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shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Consultant under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the District immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to District: -----

If to Consultant: -----

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT:

Consultant understands that this is not an exclusive agreement, and that District shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Consultant, or to perform such services with District’s own forces, as District desires.

20. RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. HAZARDOUS MATERIALS

Consultant shall provide to District all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Consultant, or any of its Subconsultants, in connection with the services on District property. Consultant shall provide District with copies of any such Safety Data Sheets prior to entry to District property or with a document certifying that no Hazardous Materials will be brought onto District property by Consultant, or any of its Subconsultants, during the performance of the services. District shall provide Safety Data Sheets for any Hazardous Materials that Consultant may be exposed to while on District property.

23. HARASSMENT

Consultant agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The District will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

24. STANDARDS OF THE PROFESSION

Consultant agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Consultant has been properly licensed to practice.

25. LICENSING OR ACCREDITATION

Where applicable the Consultant shall maintain the appropriate license or accreditation through the life of this contract.

26. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Consultant during the term of this agreement for any purpose related to the agreement shall become the property of the District/[CSGSA](#). Consultant shall deliver, upon full payment by the

District for services rendered hereunder, all such materials to District. Consultant understands and agrees that the District/CSGSA owns all right, title, and interest in any and all work or work product created or generated by Consultant in the scope of Consultant's duties hereunder, including but not limited to, written materials, drawings, digital media, and data collected, that District owns all copyright, trademark, trade secrets and other proprietary rights in said works or work product. Consultant agrees that all copyrightable aspects of any and all such work or work products shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended. Consultant hereby irrevocably grants to District/CSGSA exclusively all right, title, and interest in and said works or work products, or derivative work, and to all copyright or other proprietary rights therein that it may obtain without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the Consultant. Consultant also acknowledges that the Parties do not intend Consultant to be a joint author of the work or work products, any derivative work, or work product within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Consultant be deemed a joint author thereof. In no event shall Consultant withhold such works, work product, or derivative works, or deny access thereto by, the District/CSGSA in connection with any dispute between the Parties.

27. AVAILABILITY OF FUNDS

All funding under this agreement is subject to the availability of Federal, State, and District funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the District or Consultant, effective with the date funding is discontinued or decreased.

28. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic

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signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, District and Consultant have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

CONSULTANT

Date: _____

Attachment C. Insurance Requirements

Insurance Requirements for Consultant

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Consultant, his/her agents, representatives, employees or subconsultants. At a minimum, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Consultant and Consultant's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Consultant/Professional services standard agreement only)

If Consultant is a state-licensed architect, engineer, Consultant, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Consultant shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Consultant maintains higher limits than the minimums shown above, District shall be entitled to coverage for the higher limits maintained by Consultant.

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All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama District, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the District. The deductible and/or self-insured retentions will not limit or apply to Consultant’s liability to District and will be the sole responsibility of Consultant.

Primary Insurance Coverage

For any claims related to this project, Consultant’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the District.”

Acceptability of Insurers

Consultant’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the District. The District reserves the right to require rating verification. Consultant shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Consultant fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. District, in its sole option, may terminate the contract and obtain damages from Consultant resulting from breach. Alternatively, District may purchase such required insurance coverage, and without further

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notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Consultant shall furnish District with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the District prior to District signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9. Corning Subbasin Groundwater Sustainability Plan Implementation

Updates may be provided on activities relating to the Corning Subbasin Groundwater Sustainability Plan Implementation.

10. Corning Subbasin Advisory Board Report

The Corning Subbasin Advisory Board (CSAB) met on August 2, 2023. The CSAB received an update on GSAs' activities, received a presentation on Facilitation Support Services for the Corning Subbasin, and continued the discussion on prioritization of basin-wide tasks, which will remain a standing agenda item.

The next CSAB meeting is scheduled to take place September 6, 2023 at 1:30 p.m.

CSAB meeting materials, including presentations, agendas, and meeting summaries are available on the website at: www.corningsubbasingsp.org.

Advisory Board members may provide additional updates.

11. Corning Sub-basin GSA Committee Member Reports and Comments

Members of the CSGSA Committee are encouraged to share information, reports, comments, and suggest future agenda items. Action cannot be taken on matters brought up under this item.

12. Next Meeting

The next regular meeting is scheduled for September 28, 2023 at 2:00 p.m.

13. Adjourn

The meeting will be adjourned.
