



Corning Sub-basin GSA Committee Meeting Materials July 8, 2020 | 9:30 am

Pursuant to Governor Newsom's Executive Order N-29-20 this meeting will be conducted by teleconference.

The meeting can be accessed via telephone at **(646) 749-3122** or by computer, smartphone, or tablet at: <https://global.gotomeeting.com/join/551086989>

Meeting Access Code: 551-086-989

1. Call to Order

The Chair will call the meeting to order.

2. Roll Call

Staff will conduct roll call.

3. *Approval of May 13, 2020 Meeting Minutes

Draft meeting minutes are attached.

Attachment:

- May 13, 2020 draft meeting minutes



Meeting Minutes
Regular Meeting of the Corning Sub-basin GSA Committee
Teleconference
May 13, 2020
9:30 am

Pursuant to Governor Newsom's Executive Orders N-29-20 this meeting will be conducted by teleconference.
The meeting can be accessed via telephone at (571) 317-3122 or by computer, smartphone, or tablet at: <https://global.gotomeeting.com/join/470476693>
Meeting Access Code: 470-476-693

1. Call to Order

John Viegas called the meeting to order at 9:33 am and reviewed the meeting protocol.

2. Roll Call

	Party Representative	Member Agency
X	Vince Minto	County of Glenn
X	John Viegas	County of Glenn
	John Amaro	Glenn-Colusa Irrigation District
X	Pete Knight (9:38 am)	Glenn-Colusa Irrigation District

3. Approval of the March 24, 2020 Meeting Minutes

This item was considered after Item 11 and three of four board members were present. The March 24, 2020 meeting minutes were approved as presented.

Motion: Pete Knight; Second: Vince Minto; Vote: Unanimous

Roll Call Vote:

John Viegas: Aye

Vince Minto: Aye

Pete Knight: Aye

4. Period of Public Comment

None.

5. Staff Reports

None.

6. Corning Subbasin Advisory Board Report

Lisa Hunter mentioned the Corning Subbasin Advisory Board held its first meeting April 27, 2020. The consulting team provided a presentation containing an overview of the Sustainable Groundwater Management Act, the Groundwater Sustainability Plan development road map, and hydrologic conditions and tools. The board members and the public were able to provide initial feedback and comments. The presentation is included in the meeting packet and on the website. The next meeting is scheduled for June 3, 2020.

7. Receive update on First Amendment of the Memorandum of Agreement Establishing the Corning Sub-basin Groundwater Sustainability Agency

Lisa Hunter noted the First Amendment of the Memorandum of Agreement was approved at the May 6, 2020 Monroeville Water District Meeting and the May 7, 2020 Glenn-Colusa Irrigation District meeting. The agreement is expected to be considered the Glenn County Board of Supervisors on May 19. If approved, the agreement will formalize the partnership of the three agencies.

8. Receive update on Groundwater Sustainability Plan development

Lisa Hunter indicated the Proposition 1 grant for the development of the Groundwater Sustainability Plan development in the Corning Subbasin is \$999,980. Progress report and invoice 5 were submitted to the Department of Water Resources (DWR) on April 14. DWR requested an amendment to remove non-reimbursable costs (direct costs) which was submitted April 22. To date, DWR has been billed \$76,848.96 with \$923,131.04 remaining. The Montgomery & Associates contract is for \$882,000. Approximately \$780,037 remain in that agreement.

Ms. Hunter reviewed highlights of work completed during the progress report period including Corning Subbasin Advisory Board preparations, preparations of initial chapters, download and organize available data, review reports, develop draft figures, review and discuss modeling platforms, begin work on the hydrogeologic conceptual model, and review of the current data management system.

9. Receive update on Technical Support Services Application and provide direction as needed

Sharla Stockton reviewed the staff report and highlighted the Well Service Request for a site in the Glenn County portion of the basin was submitted on April 23. A question was asked at the last meeting regarding how the Groundwater Sustainability Agency (GSA) would protect itself and ensure access to the monitoring well if there was a change of land ownership. Ms. Stockton requested clarification from the Department of Water Resources (DWR). DWR indicated the Land Use Agreement template is provided. Due to cost and the amount of time required to complete, easements were not required for the DWR program. GSAs are welcome to

execute more binding agreements with the landowner if they choose. Ms. Stockton also referenced a map of the proposed location attached to the staff report.

10. Discuss westside landowner concerns and consider the request to form a committee representing westside landowners in the Corning Subbasin

Lisa Hunter indicated this item was added at the request of Jaime Lely to begin early discussions between the Corning Sub-basin GSA and the westside landowners. Ms. Lely was present and added the concerns are outlined in the letter, and re-iterated that the purpose is to open the lines of communication early in the process. She mentioned there were issues in the Glenn GSA and recommended working together earlier in the process to avoid potential issues. She noted that water conditions are different in that part of the basin and that westside landowners are ready to work together.

John Viegas commented that as the process continue to move forward, the plan needs to meet the needs of the basin and the westside. He is open to forming a committee if needed.

Ritta Martin, landowner, commented that she appreciated the opportunity to be involved and she concurred with the idea of open communication before it is too late. She also mentioned the westside is unique and looks forward to sharing more.

Ms. Lely asked if there would be a vote at today's meeting to form a committee. Mr. Viegas indicated the item is not an action item today, but future formation of a committee could be considered. Thad Bettner mentioned he supported the request for a group to be formed in the future.

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

None.

12. Next Meeting

The next meeting is scheduled for July 8, 2020 at 9:30 am.

13. Adjourn

The meeting was adjourned at 9:57 am.

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. Reminders and clarifications may be made and direction may be provided to staff.

6. Corning Subbasin Advisory Board Report

The Corning Subbasin Advisory Board met June 3 and July 1. At each meeting, opportunities for Board and public input are provided. The website providing information about Corning Subbasin Groundwater Sustainability Plan development, schedules, and basin-wide meeting information, including Corning Subbasin Advisory Board meeting materials can be found at: www.corningssubbasingsp.org.

Key topics at the June 3 meeting included an overview of the hydrogeologic conceptual model and groundwater conditions and review of technical work and Groundwater Sustainability Plan section development. A recommendation was made to the Groundwater Sustainability Boards to select C2VSim-FG as the modeling platform for Plan development. The recommendation will be considered in a separate agenda item.

On July 1, discussion was held regarding current and historical draft water budgets, overview of water use, and management area, including pros, cons, and considerations of management areas.

The next meeting is scheduled for August 5, 2020 at 1:30 pm. The location has not yet been determined.

Advisory Board members may provide additional updates.

7. ***Approve Recommendation from the Corning Subbasin Advisory Board to Select C2VSim-FG Version 1 as the Integrated Modeling Platform for GSP development in the Corning Subbasin if it is available within one month or C2VSim-FG Beta 2 if Version 1 is not available within one month.**

At the June 3, 2020 Corning Subbasin Advisory Board meeting, the consultants provided a presentation on integrated hydrologic modeling platforms, including the model requirements per GSP Regulations, availability of models, a summary of model characteristics, and the consultant recommended integrated modeling platform for

the Corning Subbasin GSP. After much discussion, a recommendation was made by the Corning Subbasin Advisory Board to select C2VSim-FG Version 1 as the modeling platform for GSP development in the Corning Subbasin. Version 1 is expected to be released by DWR in early July. In order to stay on schedule, if Version 1 is not released by the end of July, it was clarified the team would move forward with the Beta2 version, which is currently available. Discussion on the item included inter-basin flows and coordination (including the use of different modeling platforms), differences in model layers, cell grid sizes, and benefits and drawbacks of the available models.

8. Receive Update on Groundwater Sustainability Plan Development

Staff will provide a brief status update of GSP development. Direction may be provided.

9. Receive update on Technical Support Services Application and provide direction as needed

- a. Receive update on Technical Support Services Application
- b. Review draft agreements provided by Department of Water Resources
- c. ***Authorize Chairman to execute agreements once finalized pending legal review including (1) TSS Agreement, (2) Land Use Agreement**

Staff will provide a brief status update on the Technical Support Services Application and review draft agreements.

Attachment:

- Staff Report (including draft agreements)

Technical Support Services Application Staff Report

July 8, 2020

Background:

Department of Water Resources (DWR) provides technical assistance and guidance through their Technical Support Services (TSS) application process to support Groundwater Sustainability Agencies (GSA) in the development and implementation of Groundwater Sustainability Plans. On May 27, 2020 staff was notified that DWR approved the Technical Support Services Well Service Request application submitted on behalf of the Corning Sub-basin GSA, in close coordination with the Tehama County Flood Control and Water Conservation District GSA.

Technical Support Services Multi-Completion Monitoring Well Installation:

Requested in the application was a multi-completion monitoring well installation, including real-time data collection equipment to support basin-wide efforts, enhance groundwater elevation monitoring and fill data gaps. Technical aspects and project costs in the application are subject to change. Recent progress in early June is comprised of two inspections including an initial site visit and an environmental compliance inspection.

Draft Agreements for Review:

There are two documents for review which include a Land Use Agreement and a TSS Agreement between DWR and the GSA. These are currently the most updated draft agreements and many project details are undetermined or unofficial at this time. The agreement details will be updated prior to execution. Key components of the agreements are listed below.

Land Use Agreement

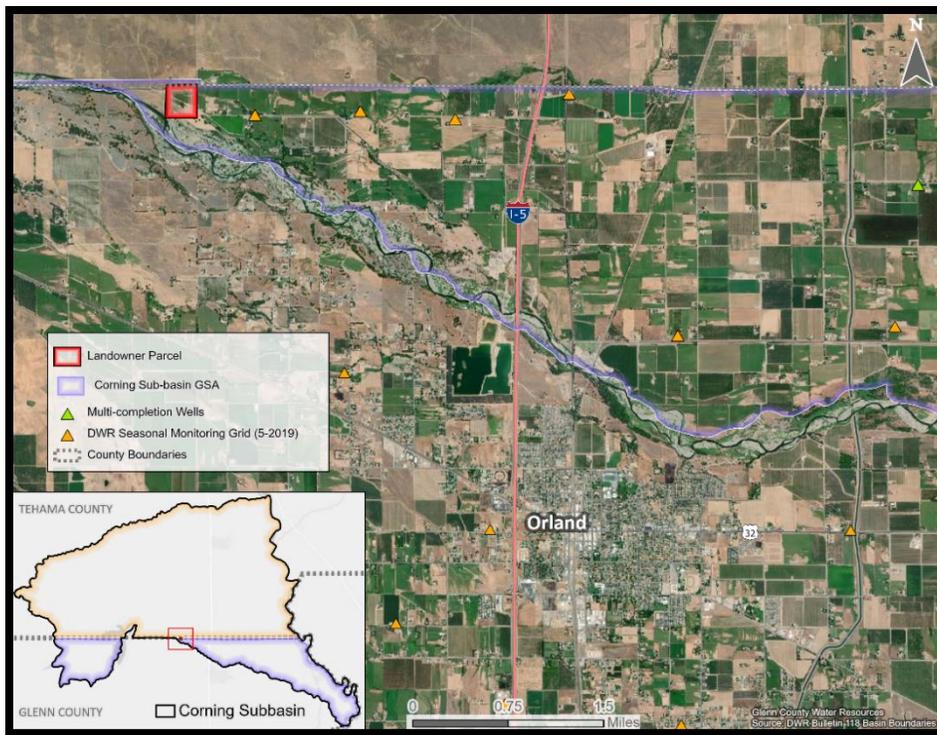
- Permit grants permission to pass over portions of landowner's property necessary for entrance, installation, maintenance and operations
- Access for maintaining and monitoring the well for the duration of time that the site is viable (a minimum of 20 years)
- All funding for well installation will be covered by TSS funding
- Corning Subbasin GSAs assumes responsibility for long term monitoring and maintenance of the well(s)

TSS Agreement DWR/GSA

- "Pursuant to Chapter 7 (commencing with Section 10729) of Division 6, Part 2.74 of the California Water Code (CWC), the State shall provide in-kind and subcontracted technical services for investigating and gathering data on groundwater conditions in groundwater basins of California to assist Groundwater Sustainability Agencies (GSAs) in developing Groundwater Sustainability Plans (GSPs), hereinafter collectively referred to as "Technical Support Services" or "TSS.""
- The GSA is solely responsible for design, operation, and maintenance of projects to be constructed by the State (Work Plan, Schedule, and Budget).
- Exhibit A (work plan)- note project specifications and timeline are unofficial at this time

Project Location:

The property location is generally north-west of City of Orland. The selected parcel borders the Tehama/Glenn County line, is north of Stony Creek and near the Corning and Colusa Subbasin boundaries. Monitoring in this area will increase knowledge of dynamic groundwater flow conditions across subbasin boundaries, groundwater-surface water interaction, and better characterize groundwater conditions with the resulting subsurface data and real-time data collection.



Site Area Map



Staff Lead Contact:

Sharla Stockton
Corning Sub-basin GSA
530-934-6501
7/8/20 Meeting Materials
sstockton@countyofglenn.net

TSS Project Name: <enter subbasin name>

Project Number: <enter TSS Agreement #>

Date: _____

APN: <enter parcel number>

PERMIT TO USE LAND FOR GROUNDWATER MONITORING STATION (Land Use Agreement)

Permission is hereby granted by <landowner name>, herein called "LANDOWNER", to the State of California, Department of Water Resources, herein called "STATE", <GSA name>, a Groundwater Sustainability Agency, herein called "COOPERATOR" and their agents and contractors, to enter upon and use a portion of LANDOWNER'S property without charge, herein called the "SITE", in the County of <county name>, as outlined on the attached map, for Technical Support Services (TSS) facilities, appurtenances, and incidents. This Permit includes permission for STATE and COOPERATOR to pass over certain other portions of LANDOWNER's property as may be necessary for entrance to and exit from the SITE, and subject to the following conditions:

1. STATE and COOPERATOR will use the SITE for the installation, maintenance, and operation of <enter # of proposed wells on property> single- or multi-completion groundwater monitoring well(s) to collect groundwater level information necessary for preparing and implementing a Groundwater Sustainability Plan (GSP). The well(s) will be instrumented for automated collection and storage of groundwater level and temperature data. All data will be public information.
2. After STATE installs the monitoring well(s) and any automated measuring equipment, COOPERATOR will be responsible for data retrieval as well as facility and equipment maintenance.
3. COOPERATOR will provide all equipment, materials, and/or supplies it has offered to contribute to the project and which STATE has specified are necessary for a complete groundwater monitoring station. COOPERATOR will also replace equipment as necessary to maintain data gathering, storage, and retrieval during the life of the station. COOPERATOR will be responsible for initial and ongoing calibration of the station equipment.
4. STATE will help troubleshoot problems with the groundwater monitoring station(s) and will perform maintenance visits for quality control as it deems necessary.
5. All costs incurred by STATE for installation, training, troubleshooting, operation, and labor for repair or maintenance of equipment pursuant to this Agreement shall be without cost or charge to COOPERATOR and LANDOWNER.
6. This Agreement shall become effective on the date it is fully executed. It shall terminate either at the end of the useful life of the stations, which is a minimum of 20 years from the date of the COOPERATOR's GSP or alternative implementation, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. At any point when a well drilled under this Agreement is abandoned, the COOPERATOR shall destroy the abandoned well in accordance with prevailing well completion and destruction standards and shall attempt to return the SITE to its original condition.

7. STATE, COOPERATOR, and LANDOWNER will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions under this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other parties and their respective officers and agents harmless, against any or asserted liability arising out of its actions, either willful, negligent, or intentional, in implementing the project. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

LANDOWNER

Approval Recommended by:

_____ Date: _____

Nathan Myhre
Right of Way Agent

_____ Date: _____

<LANDOWNER name, title>
<LANDOWNER company name, if applicable>
<LANDOWNER address>

COOPERATOR

Accepted by:

_____ Date: _____

Linus A. Paulus
Chief, Acquisition and Appraisal Section

_____ Date: _____

<GSA rep. name, title>
<GSA name>
<GSA address>

Approved as to form and legal sufficiency:

_____ Date: _____

Karin G. Shine, Attorney IV
Office of the Chief Counsel

For Inquires:

California Department of Water Resources
Sustainable Groundwater Management Office
Technical Assistance Section
Jason Preece, Sr. Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236

<insert site map>

Coordinates: <enter latitude and longitude> (WGS 1984)

Elevation: <enter ground surface elevation> feet (NAVD 88)

AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR)
AND
<GSA NAME>, A GROUNDWATER SUSTAINABILITY AGENCY (GSA), UNDER THE
SUSTAINABLE GROUNDWATER MANAGEMENT, TECHNICAL SUPPORT SERVICES (TSS) PROGRAM
AGREEMENT NO. XXXX
CALIFORNIA WATER CODE §10729 ET SEQ.

- 1) PURPOSE. Pursuant to Chapter 7 (commencing with Section 10729) of Division 6, Part 2.74 of the California Water Code (CWC), the State shall provide in-kind and subcontracted technical services for investigating and gathering data on groundwater conditions in groundwater basins of California to assist Groundwater Sustainability Agencies (GSAs) in developing Groundwater Sustainability Plans (GSPs), hereinafter collectively referred to as "Technical Support Services" or "TSS."
- 2) TERM OF AGREEMENT. The term of the Agreement begins on _____, the date the Agreement is executed by the State, and terminates upon completion of the useful life of the project which, at a minimum, is 20 years after the GSA's GSP or Alternative implementation, or when all the Parties' obligations under the Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs the Agreement indicated on page 4.
- 3) RELATIONSHIP OF PARTIES. The GSA is solely responsible for design, operation, and maintenance of projects to be constructed by the State as described in Exhibit A to this Agreement, Work Plan, Schedule, and Budget. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for proper administration of the TSS by the State and shall not be deemed to relieve or restrict responsibilities of the GSA under the Agreement. The State may recommend modification to the designs, plans, or specifications prepared by the GSA to improve project outcomes, comply with well standards Bulletin 74-90, and/or construction efficiency. Such recommendations will be incorporated into the construction design at the GSA's sole discretion, but the Department may terminate this Agreement if it determines that failure to make the recommended changes may pose a threat to water quality.
- 4) CONTINUING ELIGIBILITY. The GSA must meet the following ongoing requirements to remain eligible to receive TSS:
 - a) Statutory requirements for GSA Establishment (CWC Section 10723 *et seq.*).
 - b) Statutory requirements for Alternatives (CWC Section 10733.6 *et seq.*).
 - c) Statutory requirements for GSP Initial Notification (CWC Section 10727.8 and §353.6 of the GSP Regulations [California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2]).
 - d) The basin or subbasin that the GSA occupies is current with periodic reporting requirements under DWR's California Statewide Groundwater Elevation Monitoring (CASGEM) and Sustainable Groundwater Management Act (SGMA) Programs, as applicable (CWC Sections 10920 *et seq.* and 10728, respectively).
 - e) The basin or portion of the basin managed by the GSA must not be in a current condition of overlap that would disqualify the decision of the GSA to undertake groundwater management pursuant to SGMA (CWC Section 10723.8(c)).
- 5) INDEMNIFICATION. The GSA and State will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions and those of its agents, subcontractors, employees, representatives and any other person acting on their behalf or at their direction, arising out of or as a result of, or in connection with this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other parties and their respective officers and agents harmless, against any or asserted liability arising out of its (and its agents, subcontractors, employees, representatives and any other person acting on their behalf or at their direction) actions, either willful, negligent, or intentional, in implementing the project. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed.
- 6) INDEPENDENT CAPACITY. The GSA, and the agents and employees of the GSAs, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- 7) INSPECTIONS OF PROJECT. The State and GSA shall each have the right to inspect all project-related work as described in Exhibit A at all reasonable times and places during the term of the Agreement. The GSA

and DWR shall include provisions ensuring such access in all their contracts entered into pursuant to its Agreement.

- 8) DEFAULT PROVISIONS. The GSA will be in default under this TSS Agreement if any of the following occur:
- a) Breaches of this TSS Agreement, or any supplement or amendment to it, or any other agreement between the GSA and the State evidencing or securing the GSA's obligations.
 - b) Making any false warranty, representation, or statement with respect to this TSS Agreement or the application filed to obtain this TSS Agreement.
 - c) Failure to operate or maintain project(s) in accordance with this TSS Agreement.
 - d) Failure to meet any of the requirements set forth in Paragraph 4, "Continuing Eligibility."
- 9) RESPONSE TO DEFAULT. Should an event of default occur, the State shall provide a notice of default to the GSA and shall give the GSA at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the GSA. If the GSA fails to cure the default within the time prescribed by the State, the State may do any of the following:
- a) Terminate any obligation to perform future project work as described in Exhibit A.
 - b) Terminate the TSS Agreement.
 - c) Take any other action that it deems necessary to protect its interests.
- 10) ENTRY PERMIT OR OTHER DOCUMENT. For projects involving construction of improvements on publicly owned real property, including the installation of groundwater monitoring well(s), the GSA shall execute or obtain from the owner(s) of the real property a Land Use Agreement (LUA) or a renewable Temporary Entry Permit (TEP) document authorizing DWR's officers, employees, agents, and contractors permission to enter said owner's property with all necessary equipment to perform the work described under this Agreement in Exhibit A, including collection of data for the useful life of the project. Such work will be subject to site specific provisions to be described in the LUA or TEP prior to implementation of field/construction activities. In the event that a project is to be located on privately owned real property, the GSA shall be responsible for acquiring any necessary easement granting property rights to conduct the project as described in this agreement and shall execute a LUA or TEP providing DWR access to the site as described in this section. To the extent the GSA is unwilling or unable to obtain the property rights and access DWR deems as necessary to perform the work described under this Agreement in Exhibit A, DWR may terminate any obligation to perform future project work in accordance with Section 9.a above.
- 11) WORK AREA SAFETY. Prior to initiating any field work activities including initial site visits and reconnaissance, the State will perform a preliminary review of property to document the physical and environmental conditions and prepare a Job Hazards Analysis (JHA) that considers real and perceived job safety hazards related to site conditions and the work to be performed. The JHA will be reviewed and appropriately updated as site conditions and work activities progress or change. The JHA will outline any required safety precautions to be followed and any personal protective equipment to be worn for DWR staff to safely perform the work. All State and GSA officers, employees, agents, and contractors working at or visiting the project work area will be required and agree to read, be briefed on, and sign the JHA as acknowledgement of their awareness of its safety provisions before entering the work area on each day they are present.
- 12) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of projects and in consideration of the services provided by the State, the GSA agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, operation, closure, or removal. The GSA or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the project. For purposes of this Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of

funds necessary to replace, reconstruct, close in-place, or remove capital assets or basic structures. Refusal of the GSA to ensure operation and maintenance of the project(s) in accordance with this provision may, at the option of the State, be considered a breach of this Agreement and may be treated as default under Paragraph 9, "Default Provisions."

- 13) DESTRUCTION OF WELLS. At any point when a well drilled for purposes of the Project shall be abandoned, the GSA shall destroy the abandoned well in accordance with prevailing well completion and destruction standards.
- 14) NOTIFICATION OF STATE. The GSA shall promptly notify the State, in writing, of the following items:
 - a) Events or proposed changes that could affect the scope, budget, or schedule of DWR's performance under this TSS Agreement. The GSA agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this TSS Agreement that provide an opportunity for attendance and participation by the State's representatives. The GSA shall make such notification at least 14 calendar days prior to the event, or if the GSA does not have 14 calendar days' notice, as soon as practicable.
 - c) Any inspections of completed project work by a California Professional Engineer or Geologist. The GSA shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection, or if the GSA does not have 14 calendar days' notice, as soon as practicable.
- 15) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this TSS Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery of receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 16. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 16) PROJECT REPRESENTATIVES. The Project Representatives during the term of this TSS Agreement are as follows:

Department of Water Resources
 Taryn Ravazzini
 Deputy Director, Sustainable GW Mgmt.
 Sustainable Groundwater Management Office
 P.O. Box 942836
 Sacramento CA 94236-0001
 Phone: (916) 653-4781
 e-mail: taryn.ravazzini@water.ca.gov

GSA Name
 Project representative name
 Project representative title
 Street address
 City, State Zip
 Phone: (XXX) XXX-XXXX
 e-mail:

Direct all inquiries to:

Department of Water Resources
Program Manager

GSA Name
 Project manager name

Steven Springhorn
Supervising Engineering Geologist
Sustainable Groundwater Management Office
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9273
e-mail: steven.springhorn@water.ca.gov

Project manager title and office
Address
City, State Zip
Phone: (XXX) XXX-XXXX
e-mail:

DWR TSS Region Office Lead
Michelle Dooley
Senior Engineering Geologist
DWR Northern Region Office
2440 Main Street
Red Bluff, CA 96080
Phone: (530) 529-7380
e-mail: michelle.dooley@water.ca.gov

DWR TSS Project Lead
Jason Preece
Engineering Geologist
Sustainable Groundwater Management Office
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9636
e-mail: jason.preece@water.ca.gov

Either party may change its Project Representative, Program Manager, or Project Manager upon written notice to the other party.

17) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this TSS Agreement by this reference:

- Exhibit A – Work Plan, Schedule, and Budget
- Exhibit B – Standard Conditions

IN WITNESS WHEREOF, the parties hereto have executed this TSS Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

GSA NAME

Taryn Ravazzini, Deputy Director
Executive Division

Authorized Representative Name
Title

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Erick Soderlund, Staff Counsel
Office of Chief Counsel

Date _____

Exhibit A
Work Plan, Schedule, and Budget

DRAFT

Exhibit B
Standard Conditions

- B.1) AMENDMENT:** The Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the GSA for amendments must be in writing stating the amendment request and the reason for the request.
- B.2) APPROVAL:** The Agreement is of no force or effect until signed by all parties to the Agreement.
- B.3) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under the Agreement does not appropriate sufficient funds for the TSS Program, the Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to perform any services under the Agreement. In this event, the State shall have no liability to furnish any considerations under the Agreement and the GSA shall not be obligated to perform any provisions of the Agreement. If funding for any fiscal year after the current year covered by the Agreement is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State or offer an Agreement amendment to the GSA to reflect the reduced amount of services to be provided.
- B.4) CEQA:** Activities performed under the Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://ceres.ca.gov/ceqa/>
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- B.5) CLAIMS DISPUTE:** Any claim that the GSA may have regarding performance of the Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Representative, within thirty (30) days of the GSA's knowledge of the claim. The State and the GSA shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.
- B.6) DELIVERY OF INFORMATION, REPORTS, AND DATA:** The GSA agrees to expeditiously provide throughout the term of the Agreement, such reports, data, information, and certifications as may be reasonably required by the State. If such data is generated and transmitted on a continuous basis (e.g., real-time with telemetry), the State shall also have full access to such capabilities.
- B.7) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** To the extent that the GSA provides professional engineering services as an integral component of the Project, the GSA shall provide for any final inspection and certification by the appropriate licensed professional (California Professional Civil Engineer or Geologist) that their work has been completed in accordance with licensure law and any submitted final plans and specifications and any modifications thereto and in accordance with the Agreement.
- B.8) GSA COMMITMENTS:** The GSA accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the GSA in the application, documents, amendments, and communications filed in support of its request for Technical Support Services.
- B.9) GSA NAME CHANGE:** Approval of the State's Program Manager is required to change the GSA's name as listed on the Agreement. Upon receipt of legal documentation of the name change the State will process an amendment.
- B.10) GOVERNING LAW:** The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- B.11) MODIFICATION OF OVERALL WORK PLAN:** At the request of the GSA, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the scope, schedule, and

budget without formally amending the Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the project budget amount. Non-material changes with respect to each Project schedule are changes that will not extend the term of the Agreement. Requests for non-material changes to the budget and schedule must be submitted by the GSA to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.

- B.12) OPINIONS AND DETERMINATIONS:** Where the terms of the Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- B.13) PERFORMANCE AND ASSURANCES:** The GSA agrees to faithfully and expeditiously perform or cause to be performed all Project work in their charge as described in Exhibit A, "Work Plan" and to apply State resources received only to its charge in developing one or more GSPs in accordance with applicable provisions of the law.
- B.14) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The GSA shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project without prior permission of the State.
- B.15) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- B.16) RIGHTS IN DATA:** The GSA agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of the Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* The GSA may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under the Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The GSA shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- B.17) SEVERABILITY:** Should any portion of the Agreement be determined to be void or unenforceable, such portion shall be severed from the whole and the Agreement shall continue as modified.
- B.18) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the GSA of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out their commitments to completing the project.
- B.19) SUCCESSORS AND ASSIGNS:** The Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of the Agreement or any part thereof, rights hereunder, or interest herein by the GSA shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- B.20) TERMINATION BY THE GSA:** Subject to the State approval which may be reasonably withheld, the GSA may terminate the Agreement and be relieved of contractual obligations. In doing so, the GSA must provide a reason(s) for termination and is responsible for reimbursing costs incurred by DWR on the project as described in Exhibit A up to the time of notice of termination.
- B.21) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate the Agreement and be relieved of any commitments should the GSA fail to perform the requirements of the Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9 of this Agreement.
- B.22) TERMINATION WITHOUT CAUSE:** The State may terminate the Agreement without cause on a 30-day advanced written notice.

- B.23) THIRD PARTY BENEFICIARIES:** The parties to the Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or any duty, covenant, obligation or understanding established herein.
- B.24) TIMELINESS:** Time is of the essence in the Agreement.
- B.25) WAIVER OF RIGHTS:** None of the provisions of the Agreement shall be deemed waived, unless expressly waived, in writing. It is the intention of the parties hereto that, from time to time, either party may waive any of its rights under the Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

DRAFT

DRAFT TSS Agreement Exhibit A

Work Plan

Project Description (general)

<insert a brief general description of the project activities here (e.g., objective [GW levels, water quality, base of aquifer, surface water interaction, etc.], DWR contracted drilling services, well development, reporting, etc.)>

The project consists of the construction of one triple-completion groundwater monitoring well as summarized in the following table.

Site Names: <use format	DWR Region Office:	GSA Name:	Property Owner Name:
Project Location: <OK to list multiple wells in one box or reference a table.>	Planned Exploration Depth: XX feet	Planned Well Screen Depths: XX to XX feet	Well Casing Type and Diameter: Conductor: Steel, XX inches Wells: PVC, XX inches
Other Services: Geophysics, well development, groundwater sampling and analysis, installation of water level dataloggers, telemetry, aquifer pump tests, etc.			

Coordination of project activities will be managed by DWR staff from the above listed Region Office.

Roles and Responsibilities

<check all that apply and remove unneeded tasks. For Roles, check only one entity having the primary role for the task>

Task	DWR Role	GSA Role
Project Management and Resource Coordination	<input type="checkbox"/>	<input type="checkbox"/>
USA Clearance	<input type="checkbox"/>	<input type="checkbox"/>
Environmental/Cultural Reviews	<input type="checkbox"/>	<input type="checkbox"/>
Traffic/Safety Clearance	<input type="checkbox"/>	<input type="checkbox"/>
Drilling Permit	<input type="checkbox"/>	<input type="checkbox"/>
CEQA Requirements	<input type="checkbox"/>	<input type="checkbox"/>
Access Permission	<input type="checkbox"/>	<input type="checkbox"/>
Dust and Noise Mitigation	<input type="checkbox"/>	<input type="checkbox"/>
Waste Disposal	<input type="checkbox"/>	<input type="checkbox"/>
Drilling and Well Construction	<input type="checkbox"/>	<input type="checkbox"/>
Well Development	<input type="checkbox"/>	<input type="checkbox"/>
Data Collection	<input type="checkbox"/>	<input type="checkbox"/>
Wellhead Survey	<input type="checkbox"/>	<input type="checkbox"/>

1 – CEQA and Site Clearances

DWR will assess the proposed well location prior to commencing any construction. DWR's site evaluation may include a review of information provided by the GSA, independent on-site review, or both. If DWR determines that an on-site review is required, the GSA shall make the site

accessible to DWR staff or contractors. If DWR determines that no exceptions exist to the project being exempt from the California Environmental Quality Act, DWR will file a Notice of Exemption (NOE) with the Office of Planning and Research. If DWR determines that filing a NOE is not appropriate, the GSA may propose another well location, however DWR will not undertake any construction unless DWR determines that the site provided is eligible for a NOE.

<include the following if on a public roadway>

DWR's <or The GSA's> contractor will provide the following traffic control services needed to perform the project activities in a safe and efficient manner.

1. <list the major components of the planned traffic safety measures including preparation of a traffic safety plan and obtaining encroachment permits, as needed.>
- 2.

DWR <or the GSA> will contact <insert Underground Service Alert North (811) for Northern California or DigAlert (811) for Southern California> and conduct utility locating, as needed, to ensure safe execution of the project's construction.

2 – Permitting

Site Entry

<select only one of the following paragraphs>

The project is to be located on <property owned by a public agency or private property> and <the GSA or DWR> will contact and negotiate with the property owner to obtain a land use agreement of enough size and accessibility to construct, operate, and maintain groundwater monitoring equipment as described herein for the useful life of the project.

The project is to be located on private property and DWR will contact and negotiate with the property owner to obtain an access easement of enough size and accessibility to construct, operate and maintain groundwater monitoring equipment as described herein for the useful life of the project.

Other

A well drilling and construction permit will be obtained by the <drilling contractor, Agency XYZ, or GSA>.

<An encroachment permit will be obtained from the local traffic enforcement agency and local agency rules governing traffic control will be adhered to.> <A stream encroachment permit will be obtained from the Central Valley Flood Protection Board by the GSA for constructing a groundwater monitoring well or stream gage within areas of the State Plan of Flood Control.> DWR will not make reimbursements for any permit fees.

3 – Construction Activities

Site Security

<If the work site is determined to be at a significant risk of vandalism, include this section.>

DWR's contractor will provide measures to discourage and limit vandalism at the work site by providing:

<Select one or more of the following.>

1. Temporary perimeter fencing with at least one lockable access gate.
2. Security guard during non-work hours.
3. Nightlights.
4. Equipment disablement.
5. Storage containers.
6. Surveillance cameras.

Dust or Noise Mitigation

<If needed, include this section with a brief description of mitigation measures. For example,

- Vehicles driven on unpaved roads will travel at speeds that minimize dust.
- If reducing traveling speeds on unpaved roads is not sufficient to control dust, then the roads used by work crews will be sufficiently sprayed with water at the beginning of each day. Wetting will occur more frequently during the day or night as needed to prevent the occurrence of dust nuisance.
- To prevent unacceptable noise nuisance, work hours will be limited to daylight hours, but in no circumstances will occur before 6:30 AM or after 8:00 PM on weekdays and before 8:00 AM and after 7:00 PM on weekends.
- A temporary sound barrier will be constructed between the drill site work area and adjacent neighborhood(s) to buffer unacceptable noise nuisance.>

Waste Disposal

If the GSA is involved with any aspect of drilling waste disposal, insert a brief description of the method to be employed and what the GSA and DWR roles will be. Otherwise, omit this section. Suggested language is below.>

For disposal of waste materials, such as soil cuttings and fluids generated during drilling, <DWR/the GSA/the Contractor> will perform the following tasks.

1. Determine viable options for both liquids and solids handling and disposal
2. If options exist, negotiate the most economical option.
3. <If an onsite disposal option exists> Excavate a pit adjacent to the drill site to receive drill cuttings and fluids.
4. <If an onsite disposal option does not exist> Procure waste management services through <the drilling services contract or other vendors.>
5. Label and track waste containers.
6. Direct waste management activities, as needed.

Drilling and Well Construction

Work crews will efficiently mobilize to the work site with all equipment necessary to construct the project improvements. On the first and every day of field work, a minimum 10-minute safety meeting will be conducted by work crews to review, discuss, and sign a daily Job Hazard Analysis sheet. The following details outline the project construction:

<select as needed>

1. The work site will be set-up for efficient execution of work tasks.
2. **Direct mud-rotary** drilling, drill fluid conditioning, and drill cuttings containment will be performed to:
 - a. Construct **one** nested multi-completion well.

- b. Drill a 6- to 8-inch-diameter pilot hole to a total depth of X,XXX feet below the ground surface.
 - c. Conduct geophysical logging to the total borehole depth including: natural gamma ray; spontaneous potential; short-normal, long-normal, and lateral (point) electrical resistivity, and; caliper logs.
3. All the following tasks will be completed under the direction of a Professional Geologist:
- a. Supervision of the drilling, well construction, and well development operations.
 - b. Examination of drill cuttings during drilling and creation of a lithologic log of the boring.
 - c. Review of the lithologic and geophysical logs alongside each other and selection of the final well screen depth intervals according to hydrostratigraphic interpretation and concurrence with the GSA.
 - d. Creation of a field as-built well construction diagram.
4. In general, well construction will involve:
- a. Final reamed borehole diameter of:
 - i. XX inches above a depth of approximately XXX feet
 - ii. XX inches below a depth of approximately XXX feet
 - b. Based on preliminary design by the GSA with DWR input, well specifications are targeted to be:
 - i. X-inch-inside-diameter, Schedule 80 PVC blank casing to the shallowest well screen interval, and between subsequent, deeper well screen intervals.
 - ii. X -inch-inside-diameter, Schedule 80 PVC, 0.0X0-inch-wide, mill-slotted well screens at the following depth intervals.
 - a. XXX to XXX feet
 - b. XXX to XXX feet
 - c. XXX to XXX feet
 - d. XXX to XXX feet
 - c. A surface well seal of appropriate mixture and depth to meet well permit requirements will be set.
 - d. The well will be finished at the surface with a minimum <steel pipe housing with locking cover, a 3X3-foot concrete apron, and four steel bollards, or; traffic-rated, flush- mount, locking vault>.
5. Work crews will efficiently demobilize all equipment used to construct the project improvements, clean up all work-related waste and unused materials, and return work areas to their original condition.

Well Development

Well development will occur no sooner than 32 hours after the well surface seal has been completed. Well development will be accomplished by a combination of swabbing, surging, bailing to remove sediment, and purging with a submersible or air lift pump. Well development will be performed until there is good hydraulic connection between the formation and the well screen, or for a maximum of 8 hours if turbidity below 5 NTUs is not easily achieved or field water quality parameters do not readily stabilize. Termination of well development activities is at the discretion of the site Professional Geologist. <optional: For GW quality monitoring wells, the well will be developed and pumped until purged water turbidity readings reach _X_ NTUs or are no longer practically being reduced.>

4 – Data Collection

Wellhead Reference Point Survey

<DWR or the GSA> will have the elevation and coordinates of a permanent reference point and the ground surface at the wellhead surveyed by a California- licensed Land Surveyor. The reference point will: 1) be permanently marked, 2) easily transferrable to the gradations on a water level meter or tape, and 3) appropriately detailed in the surveyor's report.

Groundwater Level Measurements

After well development is complete and enough time has passed for the groundwater levels in each well casing to stabilize, groundwater elevation measurements will be collected and recorded by DWR with a water level meter or tape. DWR and the GSA will then corroborate on the accuracy of the measurements. Continued groundwater monitoring and reporting to DWR data systems (SGMA or CASGEM portals, whichever is applicable) will be performed by the GSA for the useful life of the project.

Groundwater Sampling and Analyses

<If general groundwater quality is an issue in the area and is not well represented near the monitoring well, include this section and select from the analyte list based on a review of water quality data needs.>

At a minimum of 48 hours after well development is completed, groundwater samples will be collected by <DWR or the GSA> following industry accepted procedures and analyzed by a California-certified analytical laboratory for the following constituents:

- Total dissolved solids (Std Method 2540 C)
- pH and total alkalinity (Std Method 2320 B)
- Specific conductance (Std Method 2510 B)
- Bicarbonate, carbonate, and hydroxide (Std Method 4500)
- Chloride, nitrate, and sulfate (EPA 300.0)
- Total phosphorus (EPA 365.4)
- Total and dissolved metals – Al, As, Cd, Cr, Cu, Fe, Pb, Mn, Ni, Se, Ag, and Zn (EPA 1638)
- Dissolved boron, calcium, magnesium, potassium, and sodium (EPA 200.7)
- Dissolved hardness (Std Method 2340 B)
- Ammonia (EPA 350.1)
- Dissolved Ortho-phosphate (DWR-modified EPA 365.1)
- Dissolved nitrate + nitrite (Std Method 4500-NO3-F)
- Hexavalent chromium or mercury <only for special cases>
- Radionuclides <only for special cases>

5 – Other Field Activities

Data Acquisition <and Telemetry>

Automated downhole groundwater level monitoring equipment (dataloggers) will be installed in each of the monitoring well casings. The equipment will be purchased and installed by DWR in a coordinated fashion with the GSA. The GSA will be responsible for periodically downloading groundwater level measurements from the dataloggers, verifying measurement accuracy, and maintaining the equipment for the useful life of the project. Data collected will be reported to DWR (as described above in Section 4 for Groundwater Level Measurements) and made public by the GSA.

<If telemetry is to be a part of the project, include this section and a detailed description of what the system will be (including equipment make and model, how and who will purchase and install the system, and how data will be made available to DWR for public consumption. Generic activity descriptions are given below but are to be edited as needed.>

Other

<Include additional project-specific activities as needed.>

6 – Final Reporting

Upon completion of project construction, activities will be summarized by DWR, with applicable input from the GSA, in a final report containing descriptions of project objectives, office and field activities, related outcomes, and field-collected data documentation. The report will contain the following items.

<select or add to as needed>

- An Executive Summary
- The project title and work objective
- Names of partnering agencies
- Description of outcome of work performed
- Log of drilling methods used and observed lithologies
- Borehole geophysical logs
- As-built well construction diagram<s>
- Description of well development activities
- Copy of the Well Completion Report filed by the drilling contractor through DWR's Online System for Well Completion Reports
- Descriptions of any ancillary equipment installed
- Groundwater sample testing results
- Field measurements

Schedule

Task	Subtask	Dates
1 – Site Clearances		<Mon-YY to Mon-YY>
2 – Permitting		
	Land Use Agreement	
	Drilling permits and other needed permits	
3 – Construction Activities		
	Mobilization	
	Drilling and Well Construction	
	Wellhead Surface Completion	
	Cleanup and Demobilization	
	Well Development	
4 – Data Collection		<Start month and year> through the useful life of the Project
5 – Other Field Activities		
6 – Final Reporting		

Budget

Budget Category	DWR Contribution	GSA Contribution	Totals
1 – Site Clearances	\$0	\$0	\$0
2 – Permitting	\$0	\$0	\$0
3 – Construction Activities	\$0	\$0	\$0
4 – Data Collection	\$0	\$0 <incl. GSA future ongoing monitor costs>	\$0
5 – Other Field Activities	\$0 <incl. datalogger costs>	\$0	\$0
6 – Final Reporting	\$0	\$0	\$0
TOTALS	\$0	\$0	\$0

10. 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.

11. Next Meeting

The next meeting is scheduled for September 9, 2020.

12. Adjourn

The meeting will be adjourned.
