



## Corning Sub-basin GSA Committee Meeting Materials

September 28, 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

#### Join on your computer, mobile app or room device

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### 1. Call to Order

The Chair will call the meeting to order.

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### 2. Roll Call

Staff will conduct roll call.

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### 3. Meeting Minutes

- a. \*Approval of August 8, 2023 special meeting minutes.
- b. \*Approval of August 24, 2023 meeting minutes.

Draft meeting minutes for the August 8, 2023 special meeting and the August 24, 2023 meeting are attached.

Attachments:

- August 8, 2023 special meeting minutes
- August 24, 2023 meeting minutes



# Corning Sub-basin GSA Committee Special Meeting Minutes

August 8, 2023 | 6:00 p.m.

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

Public participation was also offered via teleconference

1. Call to Order

- Tom Arnold called the meeting to order at 6:03 p.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
	Julia Violich	Monroeville Water District
X	Seth Fiack	Monroeville Water District

Roll call was taken as noted above.

3. Period of Public Comment

- Mr. Arnold invited comments from the public; whereby, several members of the public stated they were not aware of the public hearing and did not receive a notice in the mail.

4. Public Hearing: Corning Sub-basin Groundwater Sustainability Agency Property-Related Fee

- Jacques DeBra, Luhdorff & Scalmanini Consulting Engineers (LSCE), gave an overview of the meeting agenda items.
- Chairman Arnold opened the public hearing at 6:28 p.m.
- A member of the public asked who is funding LSCE. Chairman Arnold responded by stating Monroeville Water District, Glenn-Colusa Irrigation District and the County of Glenn.
- A member of the public stated proper notification was not given. He was concerned about proper representation considering the Glenn County portion of the Corning

Subbasin consists of one-third of the basin while Tehama County makes up two-thirds. Chairman Arnold explained the fees considered today are for the Glenn County portion of the basin only and the Tehama County portion will be establishing their own fees. He commented Department of Water Resources (DWR) drew the boundary lines for the Corning Subbasin.

- There was discussion on how the Tehama and Glenn portions of the subbasin work together for basin-wide SGMA compliance, such as annual reports and the five-year update. Funding to pay for these tasks is split accordingly.
- Valerie Kincaid, CSGSA Counsel, reviewed the public hearing format, and stated it would be helpful if the members of the public stated their names before stating a comment, although not required.
- Debbie Dotson stated there was not enough information or notice given before the public workshop. She stated the Corning Sub-basin fees are the highest out of all the basins. She further stated the CSGSA is not aware of a refund process if acreage is incorrect.
- Del Reimers asked if “yes” votes are counted as well as the protest votes. Chairman Arnold stated this is a majority protest process and the protest votes are counted and the yes votes are not counted.
- Chuck Niehues stated he does not feel it is fair to have a protest vote if not all landowners are properly notified.
- Mike Mc Donald stated he has property in the Glenn Groundwater Authority and the Corning Subbasin, but did not receive notification of the protest for the CSGSA. It was noted there were two publications printed in the newspaper.
- Wendell (last name not provided) asked if the fee protest is successful, will the basin be subject to Southern California politics? He asked how much the fees are for the Tehama County side of the basin. Mr. Carmon explained the Tehama County side has yet to establish a SGMA fee structure.
- There was a lengthy discussion on what would occur if the protest passed. Mr. Amaro stated the CSGSA could dissolve and State would manage the basin.
- Kevin Donnelley spoke to the importance of irrigation districts diverting surface water into the basin. He further stated the basin lines are too broad and the DWR needs to reassess the boundary lines.
- Doc Bogart spoke regarding state mandates and that mandates do not mean anything if you don’t agree to them. He asked how much would be collected and where it goes.
- Patricia Schager stated she did not want the fee charged on her property taxes and suggested a bill be sent instead.
- Jose Puentes asked how California Water Service would be impacted and if he would be charged by both entities.

- Kathy Ramos had concerns about the fee being charged on her property taxes. She also stated she received two different notices in the mail and the fee doubled on the second notice. She stated it would be more efficient if the basin was managed by one entity.
- Gary Campbell asked what the total amount of fees to be collected is. There was discussion on the fees and what the fees will finance.
- Luke Alexander asked why the CSGSA is not sharing costs with Tehama County, whereby, it was explained there are costs being shared between the two entities when appropriate.
- Lisa Hunter stated if one Groundwater Sustainability Agency (GSA) managed the Corning Subbasin local representation would be lost. She further stated the GSA for the Tehama County portion is the Tehama County Flood Control & Water Conservation District, which does not have jurisdiction in Glenn County. The CSGSA was formed to represent the Glenn County portion of the Subbasin. She further stated the two GSAs work closely together regarding basin-wide activities including projects, cost share, goals, and priorities.
- Bud (last name not provided) asked if the fee could be postponed. He expressed concern about the information available prior to voting and how the fee classifications were defined. There was some discussion on the fee amounts, definitions, and timeline for fee implementation.
- Pete Knight stated the fees are higher in the Glenn County portion of the Corning Subbasin than some basins because there are fewer acres to spread the costs amongst.
- Debbie Dotson discussed the proposition 218 process and her dissatisfaction with the timeline, as she feels the process is being fast-tracked. There was some discussion on how the protest process works and some landowners expressed frustration with the process. Ms. Kincaid clarified the proposition 218 process and stated the majority protest process is not a ballot, but rather an opportunity to protest the fee.
- Leslie Grant asked about the accuracy of the mailings and how many landowners were not notified of the protest.
- Del Reimers stated the acreage on his notice was incorrect. He further stated one vote per parcel is not right and he pays nothing for his land in Tehama County.
- There was discussion on how votes are counted, State versus local control in the subbasin, and local representation. Valerie Kincaid explained what would entail if the State took control of the subbasin, which would include well registration fees, extraction fees, and reporting directly to the State.
- Jaime Lely stated she has been going to the meetings for 4 ½ years. She commended the committee members for their hard work. She stated that while it would save her money to go to the State, her preference is local representation, but the State has set up the CSGSA to fail. She continued with suggestions for the CSGSA to consider and

stated the envelope the notice was received in was not clearly identified. She further stated she would like to group with other entities to fund the Subbasin. She expressed she would have liked to have seen the QR code available in a timelier manner and this process publicized more appropriately. She does not agree with the fact landowners pay the fee per acre but are only allowed one vote per parcel. She explained different possibilities the committee members discussed to make this process most feasible for landowners. She feels the fees should be based on the value of the property income.

- A member of the public asked how other GSAs were paying.
- Chairman Arnold explained dividing up the acreage and setting a one rate fee for all stakeholders negatively impacts rangeland owners.
- A member of the public asked what the maximum fee will be.
- Chairman Arnold stated although grant monies may be received, the Subbasin should not rely on grants on a yearly basis.
- A member of the public asked if the committee will meet each year to analyze the fee structure. It was noted the budget and fee will be reviewed each year.
- There was discussion on various components the grant could fund. Jacques DeBra reviewed the impacts grant funding could have on the fee structure.
- Hank with Hamilton City Fire thanked the committee for their dedication and stated he does not trust the State.
- James Weber asked if there was more time for some of these issues to be addressed. Chairman Arnold responded by explaining how CSGSA funding occurred in the past and expressed concern with requesting funding from member agencies.
- Jamie Lely asked if the fee were to pass, is there a more equitable option that could be considered in the future. She stated she would like a per well head charge implemented over the next 5 years. There was general consensus in favor of that option. Pete Knight stated he is open to any ideas that will frame a more equitable fee structure for landowners.
- Alane (last name not provided) asked if there was a dispute process in place. Chairman Arnold explained the committee expected discrepancies. He stated all disputes should be brought to Lisa Hunter.
- Leslie Grant asked if the fee is not passed, when will the State take control. Valerie Kincaid clarified the process by which the State would take control if a local agency is not funded and cannot manage the basin. She stressed there are many “ifs”, but generally, the CSGSA could dissolve and the State would take immediate control.
- There was a short break while landowners submitted protests if desired and assistance was available to landowners to obtain parcel information if needed.

- Chairman Arnold asked if there were and further questions or comments prior to closing the public hearing; whereby, Doc Bogart asked if there was a protest for non-irrigated property.
  - A question was asked about the purpose of the funds; whereby there was discussion on groundwater sustainability, monitoring, pumping restrictions, maintaining the minimum threshold, and other SGMA compliance activities.
  - Seeing no further comments, Chairman Arnold closed the public hearing at 8:16 p.m. He instructed LSCE staff to unseal protests and begin the counting process.
  - The meeting reconvened at 9:06 p.m. following the tabulation of protests. Chairman Arnold stated 789 protests were needed in order to have a successful protest. He stated 143 valid protests were received. It was noted there is a total of 1,576 parcels in the CSGSA.
5. \*Consider Adoption of Resolution Certifying the Results of a Proposition 218 Majority Protest Proceeding and Basis for Setting the Corning Sub-basin Groundwater Sustainability Agency Operations Fee

- Jacques DeBra introduced Item 5.
- Chairman Arnold invited discussion or a motion; whereby no comments were received.

**A motion was made to approve Item 5 as presented, which passed with a 4-1 vote as noted below.**

**Motion: Pete Knight, Second: John Amaro**

**AYES: Pete Knight, John Amaro, Grant Carmon, Seth Fiack**

**NOES: Tom Arnold**

**ABSENT: Julia Violich**

6. \*Consider Resolution to Adopt the Corning Sub-basin Groundwater Sustainability Agency Fiscal Year 2023/2024 Budget
- Jacques DeBra reviewed two budget options for the committee to consider.
  - Grant Carmon commented on option 2 and the assessments needed for this fiscal year.

**A motion was made to approve the Resolution to Adopt the Corning Sub-basin Groundwater Sustainability Agency Fiscal Year 2023/2024 Budget Option 1. The motion passed by the following roll call vote.**

**Motion: John Amaro, Second: Seth Fiack**

**AYES: Tom Arnold, Grant Carmon, John Amaro, Pete Knight, Seth Fiack**

**NOES: None**

**ABSENT: Julia Violich**

7. \*Consider Resolution to Establish and Collect a Fee for the Corning Sub-basin Groundwater Sustainability Agency Operations.

- Jacques DeBra reviewed the annual budget review process and the fee for the Option 1 budget.
- Grant Carmon invited the public to come to the CSGSA meetings including its budget review meetings as it is a complex issue that requires participation collectively.
- Chairman Arnold invited further discussion or comments; whereby, none were heard.

**A motion was made to approve the Resolution to Establish and Collect a Fee for the Corning Sub-basin Groundwater Sustainability Agency Operations, which passed by the following roll call vote.**

**Motion: John Amaro, Second: Pete Knight**

**AYES: Tom Arnold, Grant Carmon, John Amaro, Pete Knight, Seth Fiack**

**NOES: None**

**ABSENT: Julia Violich**

8. \*Consideration Resolution Certifying the Validity of the Legal Process Used to Place Direct Assessments (Special Assessments) on the Secured Tax Roll to establish fees approved by the CSGSA Committee for FY23-24 on the August 10, 2023, County Tax Roll

- Chairman Arnold noted there will be cleanup to do on the fees and classifications. He then invited discussion; whereby none was heard.

**A motion was made to approve Item 8 as presented, which passed by the following roll call vote.**

**Motion: Grant Carmon, Second: Seth Fiack**

**AYES: Tom Arnold, Grant Carmon, John Amaro, Pete Knight, Seth Fiack**

**NOES: None**

**ABSENT: Julia Violich**

9. \*Consider Approval of the Corning Sub-basin Groundwater Sustainability Agency Fee Policy

- Jacques DeBra stated the purpose of the fee policy is to ensure landowners are properly classified and accurately billed. He stated LSCE recommends approving the policy for 23/24 and forming an Ad Hoc Committee as refinements are likely needed.
- Responding to a question from Grant Carmon, Valerie Kincaid stated changes to the categories or cost are not permissible; however, changes to the policy to allow landowners to ask for a reclassification is allowable as long as it is consistent with what was adopted. Seth Fiack asked if new categories may be added; whereby Valerie Kincaid stated a new category would require a new 218.

- There was additional discussion on the fee policy, definitions, and potential refinements.

**John Amaro moved to approve the Corning Sub-basin Groundwater Sustainability Agency Fee Policy as presented. Pete Knight seconded the motion.**

- Grant Carmon asked about the timeline in which the policy needs to be adopted; whereby, Valerie Kincaid clarified there is a motion and second on the floor, and approval today would give guidance on the process, but it could be revised at a future meeting upon motion and vote with an amendment. An amendment could provide clarification, but cannot change anything that would violate the proposition 218 process.
- Grant Carmon suggested changing the non-irrigated definition of large parcels from 15 acres to 5 acres; whereby additional discussion ensued.

**John Amaro and Pete Knight withdrew the motion and second on the floor.**

**Grant Carmon moved to approve the Corning Sub-basin Groundwater Sustainability Agency Fee Policy with the amendment to change from 15 acres to 5 acres on the non-irrigated user class definition. The motion was seconded by John Amaro and passed unanimously.**

#### 10. Corning Sub-basin GSA Committee Member Reports and Comments

- Mr. Carmon thanked the public for coming to the public hearing.
- There was a discussion on improving public outreach and transparency.
- Doc Bogart stated his dissatisfaction with the public hearing.

#### 11. Next Meeting

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

#### 12. Adjourn

- The meeting was adjourned at 9:36 p.m.





# Corning Sub-basin GSA Committee Meeting Minutes

August 24, 2023 | 2:00 p.m.  
Glenn-Colusa Irrigation District Pump Station  
7854 County Rd 203, Orland, CA 95963

Public participation was also offered via teleconference

1. Call to Order

- Tom Arnold called the meeting to order at 2:04 p.m.

2. Roll Call

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

Roll call was taken as noted above. A quorum of members was present.

3. Meeting Minutes

- \*Approval of August 2, 2023 special meeting minutes.
  - \*Approval of August 8, 2023 special meeting minutes.
- No corrections or comments were made to the August 2, 2023 meeting minutes. The August 8, 2023 special meeting minutes were not available.

**On a motion by Mr. Carmon, seconded by Ms. Violich, the August 2, 2023 special meeting minutes were unanimously approved as presented.**

4. Period of Public Comment

- Del Reimers presented a letter from the State Cattlemen’s Association. The letter stated concerns that rangeland owners (non-extractors) will be charged fees to comply with the Sustainable Groundwater Management Act (SGMA). Mr. Reimers discussed the various disputes rangeland owners have with paying fees when they do not pump groundwater.

- Ms. Violich stated these compliance issues come from the State. She stated annual reports and administrative costs must be funded regardless of if a landowner pumps groundwater.
- Mr. Reimers stated only four counties in the state charge rangeland owners the fees. There was general consensus among the committee to verify this information as it was the understanding all landowners paid for SGMA compliance. Ms. Kincaid stated GSAs have used different mechanisms and it is incorrect that the parcel fee is only charged in the North Valley.
- Discussion ensued on the issues that affect the rangeland owners, fees, and solutions for compliance.
- There was a discussion on the possibility of charging a well head fee. Ian Turnbull stated this process is not cost effective nor practical.
- Michelle Dooley, Department of Water Resources (DWR), introduced herself and stated she was sitting in for Brandon Davison.
- Kevin Donnelley stated rangeland owners help the Corning Subbasin by bringing water into it through the Orland Project and have paid for the Project for many years. He is dissatisfied rangeland owners will be charged. Hank Irick expressed appreciation for Orland Unit Water Users' Association (OUWUA), particularly through the drought when wells were dry.
- Responding to a question from Doc Bogart, Chairman Arnold stated how the CSGSA has been funded over the last 5 years, including grant funding and member contributions. There was a discussion on ways to supplement fees including grant opportunities.

## 5. Staff Reports

- Lisa Hunter stated four well permit acknowledgment forms have been received by the CSGSA between July 27, 2023 and August 23, 2023.
- Ms. Hunter stated administrative items discussed at past meetings are still in process and more information will be brought forward as needed.
- Ms. Hunter stated she contacted Golden State Risk Management Authority to provide a quote for liability insurance.

## 6. Financial Report

- \*Review and consider approval of claims.
- No comments were heard on item 6.a.

**On motion by Mr. Knight, seconded by Mr. Carmon, it was unanimously ordered to approve the claims as presented.**

## 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
- Ms. Hunter reviewed the fee process and public hearing outcomes. She stated the fee policy was approved and the direct charge files were submitted to the Glenn County Department of Finance (DOF) by the August 10, 2023 deadline. She stated the consulting team made as many corrections to the acreage discrepancies as possible before sending to DOF. Although the fee policy was approved, the reclassification review process is in progress and corrections will need to be made upon completion.
  - Mr. Reimers stated both notices sent to him were incorrect. He asked for clarification regarding the reclassification process. Ms. Kincaid discussed the possibilities of how the reclassification could occur. Discussion ensued on CSGSA and staff direction, assessor involvement, timelines and responsibility of the landowners.
  - There was discussion on the refund process. If a landowner is charged incorrectly on their tax bill, there was general consensus to cut a check rather than crediting landowners on the following tax bill. This process will be clarified with the County.
  - Mr. Bogart stated he has not received any paperwork regarding the fee policy. He was directed to Lisa Hunter to verify the mailing address on file is correct.
  - Mr. Reimers suggested landowners be informed about the proposition 218 process and appeals. Ms. Kincaid stated she had concerns with providing legal advice to landowners as it would cause too much exposure for the agency.
  - There was a lengthy discussion on the user classification change request (UCCR) process and draft form. Mr. Carmon suggested after a landowner submits the UCCR form, staff should review and provide a recommendation to the CSGSA. He noted all reclassifications should be brought to the CSGSA. The following suggestions were made to the UCCR form:
    - Remove the current annual fee section of the UCCR form.
    - Add the ability to submit as much supporting documentation as possible.
    - Remove the phone number and add mail or hand delivery address.
  - Mr. Carmon further suggested providing the landowner notice of the date and time of the CSGSA meeting that will be hearing their reclassification submittal. It was noted the form will be available online.

## 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.
  - Ms. Hunter provided an overview of Item 8.
  - There was discussion on breakdown of costs, the selection process, qualification of consultants to apply, and the importance of conducting interviews. Ms. Hunter stated there will be an evaluation committee comprised of representatives from Tehama County Flood and Water Conservation District and the CSGSA.
  - There was no opposition to the RFQ moving forward.

## 9. Corning Subbasin Groundwater Sustainability Plan Implementation

- Ms. Hunter stated the data from the Airborne Electromagnetic (AEM) Survey that was conducted state-wide by DWR is now available for download or through web map data views showing the electrical resistivity data and interpretation data. It was requested the link to the AEM data be sent out.
- Ms. Hunter noted there are no updates on the status of the Sustainable Groundwater Management (SGM) Round 2 grant application. Final awards are expected to be announced in October. There was discussion on components of the grant and where funding could be spent after final award.

## 10. Corning Subbasin Advisory Board Report

- Ms. Hunter stated the Corning Subbasin Advisory Board (CSAB) met on August 2, 2023. She stated an update was provided on GSA activities and a presentation was given on facilitation support services for the Corning Subbasin. The CSAB also continued prioritizing basin-wide tasks which will remain a standing agenda item. The next meeting is scheduled for September 6, 2023.
- Mr. Carmon asked out the CSAB term expiration dates; whereby, Ms. Hunter responded March 2024 is the soonest a CSGSA member term expires. Mr. Turnbull stated in Tehama County, some terms expire in December 2023.
- Mr. Reimers asked Ms. Dooley if DWR had comments on the pricing; whereby Ms. Dooley responded she did not know all the specifics of fees throughout the State and it is a locally driven process.

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

- Chairman Arnold invited CSGSA member reports or comments; whereby, none were presented or heard.

## 12. Next Meeting

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

## 13. Adjourn

- The meeting was adjourned at 3:25 p.m.

DRAFT

#### **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.

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#### **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.

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#### **6. Financial Report**

- a. \*Review and accept financial reports.
- b. \*Review and consider approval of claims.

The transaction listing, budget to actuals, balance sheet, and claims summary are attached.

Attachments:

- Balance Sheet (July 2023)
- Budget to Actuals (July 2023)
- Transaction Listing (July 2023)
- Balance Sheet (August 2023)
- Budget to Actuals (August 2023)
- Transaction Listing (August 2023)
- Claims Summary

**COUNTY OF GLENN  
General Ledger Summary  
Balance Sheet Accounts  
For the Period Ending:  
Jul 31, 2023**

Organization Key: 04797000 - CORNING SUB-BASIN GRNDWTR SA

Object Type	Object Group Description	Object Code	Balance
<b>ASSETS</b>			
	<b>CURRENT ASSETS</b>		
		00100 - CASH IN TREASURY	93,538.32
	<b>CURRENT ASSETS - Summary</b>		<b>\$93,538.32</b>
<b>AS - Summary</b>			<b>\$93,538.32</b>
<b>LIABILITIES</b>			
	<b>CURRENT LIABILITIES</b>		
		00670 - CHECKS PAYABLE	60,723.35
	<b>CURRENT LIABILITIES - Summary</b>		<b>\$60,723.35</b>
<b>LI - Summary</b>			<b>\$60,723.35</b>
<b>FUND EQUITY</b>			
	<b>FUND EQUITY</b>		
		00974 - UNRESERVED RETAINED EARNINGS	32,814.97
	<b>FUND EQUITY - Summary</b>		<b>\$32,814.97</b>
<b>FB - Summary</b>			<b>\$32,814.97</b>

**COUNTY OF GLENN**  
**General Ledger Summary**  
**Budget to Actuals**  
**For the period Ending:**  
**Jul 31, 2023**

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
<b>04797000 - CORNING SUB-BASIN GRNDWTR SA</b>							
<b>REVENUES</b>							
<b>INTERGOVERNMENTAL REVENUE</b>							
		56200 OTHER GOVT AGENCIES		0.00	0.00	0.00	0.00%
<b>INTERGOVERNMENTAL REVENUE - Summary</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>/0</b>
<b>CHARGES FOR CURRENT SERVICES</b>							
		61152 SPECIAL ASSESSMENT		352,884.00	0.00	352,884.00	0.00%
<b>CHARGES FOR CURRENT SERVICES - Summary</b>				<b>\$352,884.00</b>	<b>\$0.00</b>	<b>\$352,884.00</b>	<b>0.00%</b>
<b>RV - Summary</b>				<b>\$352,884.00</b>	<b>\$0.00</b>	<b>\$352,884.00</b>	<b>0.00%</b>
<b>EXPENDITURES</b>							
<b>SERVICES &amp; SUPPLIES</b>							
		03150 INSURANCE		2,000.00	0.00	2,000.00	0.00%
		03220 OFFICE EXPENSE		3,000.00	0.00	3,000.00	0.00%
		03230 PROFESSIONAL SERVICES		314,950.00	0.00	314,950.00	0.00%
		03240 PUBLICATIONS		1,000.00	0.00	1,000.00	0.00%
<b>SERVICES &amp; SUPPLIES - Summary</b>				<b>\$320,950.00</b>	<b>\$0.00</b>	<b>\$320,950.00</b>	<b>0.00%</b>
<b>OTHER CHARGES</b>							
		05700 ADMINISTRATIVE EXPENSE		4,000.00	0.00	4,000.00	0.00%
<b>OTHER CHARGES - Summary</b>				<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>0.00%</b>
<b>CONTINGENCY</b>							
		09900 CONTINGENCY		22,934.00	0.00	22,934.00	0.00%
<b>CONTINGENCY - Summary</b>				<b>\$22,934.00</b>	<b>\$0.00</b>	<b>\$22,934.00</b>	<b>0.00%</b>
<b>XP - Summary</b>				<b>\$347,884.00</b>	<b>\$0.00</b>	<b>\$347,884.00</b>	<b>0.00%</b>



**COUNTY OF GLENN  
 General Ledger Summary  
 Budget to Actuals  
 For the period Ending:  
 Jul 31, 2023**

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
<b>Net Return/ (Cost)</b>				<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>0.00%</b>

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04797000

Lg	UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL	04797000-00100	JE240060	22/23 YR-END ROLL BEFORE ACCRL	JE 07/01/23	02172241	93,132.15	0.00	93,132.15
GL	04797000-00100	JE240063	RVRS SOFT CLOSE JE240060	JE 07/01/23	02232481	0.00	93,132.15	0.00
GL	04797000-00100	JE240485	22/23 YR-END ROLL AFTER ACCRL	JE 07/01/23	02233219	93,132.15	0.00	93,132.15
GL	04797000-00100	JE240303	AutoID: JE004014 Job: 2200676	JE 07/31/23	02200676	406.17	0.00	93,538.32
*****Total	*SUBS 00100		CASH IN TREASURY		DR	186,670.47	93,132.15	93,538.32
GL	04797000-00299	JE240485	22/23 YR-END ROLL AFTER ACCRL	JE 07/01/23	02233219	406.17	0.00	406.17
GL	04797000-00299	JE240303	RELEASE ACCRUAL JE #234809	JE 07/31/23	02200676	0.00	406.17	0.00
*****Total	*SUBS 00299		INTEREST RECEIVABLE		DR	406.17	406.17	0.00
GL	04797000-00670	JE240485	22/23 YR-END ROLL AFTER ACCRL	JE 07/01/23	02233219	0.00	60,723.35	60,723.35
*****Total	*SUBS 00670		CHECKS PAYABLE		CR	0.00	60,723.35	60,723.35
GL	04797000-00974	JE240060	CLOSE 22/23 EXP BEFORE ACCRL	JE 07/01/23	02172241	26,867.85	0.00	-26,867.85
GL	04797000-00974	JE240060	CLOSE 22/23 REV BEFORE ACCRL	JE 07/01/23	02172241	0.00	120,000.00	93,132.15
GL	04797000-00974	JE240062	CLOSE 22/23 APPROP BEFORE A/P	JE 07/01/23	02172254	0.00	120,000.00	213,132.15
GL	04797000-00974	JE240062	CLOSE 22/23 UNTC REV BEFORE AP	JE 07/01/23	02172254	120,000.00	0.00	93,132.15
GL	04797000-00974	JE240063	RVRS SOFT CLOSE JE240060	JE 07/01/23	02232481	0.00	26,867.85	120,000.00
GL	04797000-00974	JE240063	RVRS SOFT CLOSE JE240060	JE 07/01/23	02232481	120,000.00	0.00	0.00
GL	04797000-00974	JE240065	RVRS SOFT CLOSE JE240062	JE 07/01/23	02232512	120,000.00	0.00	-120,000.00
GL	04797000-00974	JE240065	RVRS SOFT CLOSE JE240062	JE 07/01/23	02232512	0.00	120,000.00	0.00
GL	04797000-00974	JE240485	CLOSE 22/23 EXP AFTER ACCRL	JE 07/01/23	02233219	87,591.20	0.00	-87,591.20
GL	04797000-00974	JE240485	CLOSE 22/23 REV AFTER ACCRL	JE 07/01/23	02233219	0.00	120,406.17	32,814.97
GL	04797000-00974	JE240487	CLOSE 22/23 APPROP AFTER A/P	JE 07/01/23	02233287	0.00	120,000.00	152,814.97
GL	04797000-00974	JE240487	CLOSE 22/23 UNTC REV AFTER AP	JE 07/01/23	02233287	120,000.00	0.00	32,814.97
*****Total	*SUBS 00974		UNRESERVED RETAINED EARNINGS		CR	594,459.05	627,274.02	32,814.97
GL	04797000-00998	JE240060	22/23 YR-END ROLL BEFORE ACCRL	JE 07/01/23	02172241	120,000.00	0.00	-120,000.00
GL	04797000-00998	JE240062	CLOSE 22/23 UNTC REV BEFORE AP	JE 07/01/23	02172254	0.00	120,000.00	0.00
GL	04797000-00998	JE240063	RVRS SOFT CLOSE JE240060	JE 07/01/23	02232481	0.00	120,000.00	120,000.00
GL	04797000-00998	JE240065	RVRS SOFT CLOSE JE240062	JE 07/01/23	02232512	120,000.00	0.00	0.00
GL	04797000-00998	JE240485	22/23 YR-END ROLL AFTER ACCRL	JE 07/01/23	02233219	120,000.00	0.00	-120,000.00
GL	04797000-00998	JE240487	CLOSE 22/23 UNTC REV AFTER AP	JE 07/01/23	02233287	0.00	120,000.00	0.00
*****Total	*SUBS 00998		UNANTICIPATED REVENUES		CR	360,000.00	360,000.00	0.00
GL	04797000-00999	JE240060	22/23 YR-END ROLL BEFORE ACCRL	JE 07/01/23	02172241	0.00	120,000.00	120,000.00
GL	04797000-00999	JE240062	CLOSE 22/23 APPROP BEFORE A/P	JE 07/01/23	02172254	120,000.00	0.00	0.00
GL	04797000-00999	JE240063	RVRS SOFT CLOSE JE240060	JE 07/01/23	02232481	120,000.00	0.00	-120,000.00
GL	04797000-00999	JE240065	RVRS SOFT CLOSE JE240062	JE 07/01/23	02232512	0.00	120,000.00	0.00
GL	04797000-00999	JE240485	22/23 YR-END ROLL AFTER ACCRL	JE 07/01/23	02233219	0.00	120,000.00	120,000.00
GL	04797000-00999	JE240487	CLOSE 22/23 APPROP AFTER A/P	JE 07/01/23	02233287	120,000.00	0.00	0.00
*****Total	*SUBS 00999		APPROPRIATIONS		CR	360,000.00	360,000.00	0.00
*****Total	*KEY 04797000		CORNING SUB-BASIN GRNDWTR SA		DR-CR	1,501,535.69	1,501,535.69	0.00
			** GRAND TOTAL **		DR-CR	1,501,535.69	1,501,535.69	0.00

**COUNTY OF GLENN  
 General Ledger Summary  
 Balance Sheet Accounts  
 For the Period Ending:  
 Aug 31, 2023**

Organization Key: 04797000 - CORNING SUB-BASIN GRNDWTR SA

Object Type	Object Group Description	Object Code	Balance
<b>ASSETS</b>			
	<b>CURRENT ASSETS</b>		
		00100 - CASH IN TREASURY	32,814.97
	<b>CURRENT ASSETS - Summary</b>		<b>\$32,814.97</b>
<b>AS - Summary</b>			<b>\$32,814.97</b>
<b>FUND EQUITY</b>			
	<b>FUND EQUITY</b>		
		00974 - UNRESERVED RETAINED EARNINGS	32,814.97
	<b>FUND EQUITY - Summary</b>		<b>\$32,814.97</b>
<b>FB - Summary</b>			<b>\$32,814.97</b>

**COUNTY OF GLENN**  
**General Ledger Summary**  
**Budget to Actuals**  
**For the period Ending:**  
**Aug 31, 2023**

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
<b>04797000 - CORNING SUB-BASIN GRNDWTR SA</b>							
<b>REVENUES</b>							
<b>INTERGOVERNMENTAL REVENUE</b>							
		56200 OTHER GOVT AGENCIES		0.00	0.00	0.00	0.00%
<b>INTERGOVERNMENTAL REVENUE - Summary</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>/0</b>
<b>CHARGES FOR CURRENT SERVICES</b>							
		61152 SPECIAL ASSESSMENT		352,884.00	0.00	352,884.00	0.00%
<b>CHARGES FOR CURRENT SERVICES - Summary</b>				<b>\$352,884.00</b>	<b>\$0.00</b>	<b>\$352,884.00</b>	<b>0.00%</b>
<b>RV - Summary</b>				<b>\$352,884.00</b>	<b>\$0.00</b>	<b>\$352,884.00</b>	<b>0.00%</b>
<b>EXPENDITURES</b>							
<b>SERVICES &amp; SUPPLIES</b>							
		03150 INSURANCE		2,000.00	0.00	2,000.00	0.00%
		03220 OFFICE EXPENSE		3,000.00	0.00	3,000.00	0.00%
		03230 PROFESSIONAL SERVICES		314,950.00	0.00	314,950.00	0.00%
		03240 PUBLICATIONS		1,000.00	0.00	1,000.00	0.00%
<b>SERVICES &amp; SUPPLIES - Summary</b>				<b>\$320,950.00</b>	<b>\$0.00</b>	<b>\$320,950.00</b>	<b>0.00%</b>
<b>OTHER CHARGES</b>							
		05700 ADMINISTRATIVE EXPENSE		4,000.00	0.00	4,000.00	0.00%
<b>OTHER CHARGES - Summary</b>				<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>0.00%</b>
<b>CONTINGENCY</b>							
		09900 CONTINGENCY		22,934.00	0.00	22,934.00	0.00%
<b>CONTINGENCY - Summary</b>				<b>\$22,934.00</b>	<b>\$0.00</b>	<b>\$22,934.00</b>	<b>0.00%</b>
<b>XP - Summary</b>				<b>\$347,884.00</b>	<b>\$0.00</b>	<b>\$347,884.00</b>	<b>0.00%</b>

**COUNTY OF GLENN  
 General Ledger Summary  
 Budget to Actuals  
 For the period Ending:  
 Aug 31, 2023**

Organization Key	Object Type	Object Group Description	Object Code	Current Year Budget	Current Year Actuals	Remaining Budget	% of Budget Used
<b>Net Return/ (Cost)</b>				<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>0.00%</b>

SORT ORDER: SUB-SUB within ORG KEY

SELECT ORGANIZATION KEY: 04797000

Lg UNIQUE ACCOUNT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 04797000-00100	TTLOH	AutoID:Total Job:2207905	OH 08/09/23	02207905	0.00	60,723.35	-60,723.35
*****Total *SUBS 00100		CASH IN TREASURY		DR	0.00	60,723.35	-60,723.35
GL 04797000-00670	TTLOH	AutoID:Total Job:2207905	OH 08/09/23	02207905	60,723.35	0.00	-60,723.35
*****Total *SUBS 00670		CHECKS PAYABLE		CR	60,723.35	0.00	-60,723.35
*****Total *KEY 04797000		CORNING SUB-BASIN GRNDWTR SA		DR-CR	60,723.35	60,723.35	0.00
		** GRAND TOTAL **		DR-CR	60,723.35	60,723.35	0.00

# Claims Summary

Corning Sub-basin GSA

Invoices to be paid

Meeting Date: September 28, 2023

Invoice Date	Invoice Number	Description	Amount
8/1/2023	1662	Sacramento Valley Mirror	\$ 124.80
9/1/2023	2284	Paris Kincaid Wasiewski LLP	\$ 5,080.00
<b>Total</b>			<b>\$ 5,204.80</b>

## 7. Insurance through Golden State Risk Management Authority

- a. \*Authorize submittal of GSRMA insurance application.
- b. \*Authorize purchase of insurance in an amount not to exceed \$2,250.

Staff has reached out to Golden State Risk Management Authority (GSRMA) regarding the purchase of insurance, including General Liability, Crime Bond, and Cyber coverage. In order to be considered, GSRMA has requested the CSGSA complete the necessary applications. Initial discussions indicate the cost would likely be \$2,250 this year. Insurance is currently budgeted at \$2,000; however, funds may be shifted within the services and supplies category without a budget change. There are sufficient funds within the category to cover the additional cost.

If desired, staff can research additional options, which could include Special Districts Risk Management Authority (SDRMA), Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), or others.

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## 8. Request for Proposals for Annual Audit Services for Fiscal Year 2022/2023

- a. \*Approve issuing Request for Proposals for Annual Audit Services for Fiscal Year 2022/2023 pending Counsel review.
- b. \*Appoint Audit Services Ad Hoc Committee and authorize the Committee to complete all tasks necessary to bring a consultant recommendation to the CSGSA.

The CSGSA approved its first budget in 2022, and is now required to conduct annual audits. Staff recommends issuing a Request for Proposals (RFP) soliciting annual audit services for fiscal year 2022/2023 with the option to extend the contract for an additional three fiscal years thereafter. Additionally, it may be helpful to appoint an ad hoc committee to manage the RFP process including conducting interviews if desired, and bring a recommendation to the CSGSA.

Attachments:

- Request for Proposals for Annual Audit Services for Fiscal Year 2022/2023



September 29, 2023

## Corning Sub-basin Groundwater Sustainability Agency

### REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2022/2023

#### Deadline for Submission

3:00 p.m., October 31, 2023

**RE: REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2022/2023**

#### **1. INTRODUCTION**

The Corning Sub-basin Groundwater Sustainability Agency (CSGSA) is soliciting proposals from consultants with experience in financial auditing services for public agencies.

The CSGSA is interested in soliciting proposals from qualified firms of certified public accountants (CPA) to audit the public entity's financial statements for the fiscal year ending June 30, 2023, with the option of extending the contract for three (3) fiscal years thereafter.

CSGSA adopted budgets can be found on the webpage at: **add budget to website and insert webpage**

#### **2. BACKGROUND INFORMATION**

On September 14, 2014, Governor Brown signed into law three bills collectively referred to as the Sustainable Groundwater Management Act (SGMA). SGMA requires the formation of groundwater sustainability agencies (GSAs) in state-designated medium and high priority groundwater basins. As authorized by SGMA, the GSA-eligible entities established the Corning Sub-basin Groundwater Sustainability Agency through a Memorandum of Agreement to serve at the GSA for the Glenn County portion of the Corning Subbasin of the Sacramento Valley Groundwater Basin, a high priority subbasin. The member agencies formed the CSGSA with the intent to work together to implement the requirements of SGMA. The CSGSA currently includes three member agencies including County of Glenn, Glenn-Colusa Irrigation District, and Monroeville Water District. The CSGSA does not have any employees, but rather relies on staff support from member agencies. In the coming year, the CSGSA will consider entering into a contractual relationship for administrative services. The CSGSA contracts with technical consultants as needed.

More information on the CSGSA can be found at:

<https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/sustainable-groundwater-management-6>

### 3. FINANCIAL SUMMARY

The CSGSA established its first budget as a GSA in 2022 with an operating budget of \$120,000. Revenue was derived from member agency contributions. The CSGSA recently adopted a property-related fee that complies with Proposition 218, which will supply the necessary revenue moving forward, beginning in 2023/2024. The fee will be included on the Glenn County tax roll and a small number of self-billed parcel invoices. The county will collect the fee and disperse the funds collected to the CSGSA. The total number of account receivable invoices issued in the fiscal year was three, and is expected to range between approximately 20 and 25 in future years. The total number of accounts payable/claims issued in a fiscal year was 9 and is expected to range between approximately 35-50 transactions. Glenn County has custody of the CSGSA's money.

### 4. SCOPE OF SERVICES

The audits are to be performed in accordance with generally accepted auditing standards and the provisions of Government Code 6505. A remote audit may be considered, and if proposed, should be clearly identified within the proposal. The auditor will evaluate the adequacy of the internal control system and, where weaknesses are noted, make appropriate recommendations for improvements. A management letter will be submitted by the auditing firm if material weaknesses are noted or if otherwise deemed appropriate.

The auditor will be required to make an immediate written report of all irregularities and illegal acts, of which they become aware, to the CSGSA Chairperson and staff contact.

The audit will cover the basic financial statements and supporting documentation and schedules. The auditing firm shall provide three bound copies in addition to one unbound copy of the auditor's report, financial statements, supporting schedules, and management letters. The partner in charge of the audit shall be available to attend one meeting at which the audit report will be discussed.

The auditing firm shall submit a draft of the financial statements no later than January 15, 2024. In this regard, the CSGSA shall provide all requested financial records not later than December 20, 2023. It is anticipated, this schedule would be shifted to be completed earlier if the contract is extended for future years.

The firm shall make available its working papers and respond to all reasonable inquiries of successor auditors and others to review working papers of the CSGSA, upon the CSGSA's written consent. The auditing firm will retain all working papers, at the firm's expense, for a minimum of seven years, or longer, if required by generally accepted auditing standards.

### 5. OTHER INFORMATION

All questions or requests for clarification regarding this RFP shall be submitted via email to Lisa Hunter at [LHunter@countyofglenn.net](mailto:LHunter@countyofglenn.net). Inquiries must be submitted in writing. Responses will be made at the discretion of the CSGSA and will be issued in the form of an addendum to the RFP which will be posted to the CSGSA website. It is the responsibility of the respondent to access the addendum if one is issued.

### 6. QUALIFICATIONS

1. Firm's Background and Experience
  - a. The firm shall be an independent Contractor and must be licensed to practice by the State of California as a CPA. A statement stating such shall be included.
  - b. Include a discussion of the firm's experience in financial auditing for agencies of similar size and services provided.
  - c. Include experience and qualifications of project manager and key project staff.

2. Additional pertinent information the CSGSA should consider.
3. Ability to perform work subject to the following tentative schedule:

December 2023	Start Audit
February 2024	Finished Audit/Reports

**7. PROPOSAL REQUIREMENTS**

One original hard copy, three photocopies, and an electronic copy of the proposal shall be received no later than October 31, 2023 at 3:00 pm. Late proposals will not be accepted or considered. The proposal shall be clearly marked on the outside of the envelope with “CSGSA Audit Services Proposal.” Proposals must be submitted to the Corning Sub-basin GSA at the address listed below.

Corning Sub-basin GSA  
 Attn: Lisa Hunter  
 225 N. Tehama St.  
 Willows, CA 95988

The proposal must include the following clearly labeled sections.

1. **Cover letter** (no longer than 2 pages)  
 The cover letter should convey a clear understanding of the requirements and objectives, and why the respondent is uniquely qualified to be awarded a contract. The cover letter shall also include a statement that the proposal shall remain valid for a period of up to ninety (90) days following the receipt of the proposal. The cover letter shall also provide the name, telephone number, and email address for the primary contact during the RFP process.
2. **Respondent’s Qualifications**  
 Include responses to the items listed in *Section 6. Qualifications* of this RFP.
3. **Proposed Respondent Team**  
 The proposal shall identify the Project Manager who will be primarily responsible for providing services to the CSGSA, and other staff to be assigned to the team. Please include the qualifications, training, and certifications of the Project Manager, and all other staff who will perform the services outlined herein. Include a resume for each, listing education, experience, and expertise in this type of work.
4. **Fee Schedule**  
 This section should identify the billing rates for listed personnel, as well as other costs or expenses that would be charged in conjunction with the work. This section should include a total maximum cost and estimated total hours to complete the work outlined in the proposal. The section should also include the maximum percentage(s) and total not to exceed figures by which the price will increase each of the additional years of the contract should the contract be extended.
5. **Conflicts**  
 This section should identify whether the Respondent anticipates it would need to obtain conflict waivers from any existing clients and how the Respondent anticipates addressing any potential conflicts with respect to any member agencies.

## 6. References and Peer Review

Include the names, addresses, and telephone numbers of three (3) public agency clients who have contracted with the Respondent for services similar to those described in this RFP within the last five years. This section shall also include the results of the firm's most recent peer review. A copy of the peer review report must be attached to the proposal.

## 7. Proposed Scope of Work and Schedule

Submit a proposed scope of work and schedule that demonstrates how the consultant would proceed with the work within the timeframe specified, the proposed project elements, tentative list of data needs, and opportunities for CSGSA participation.

## 8. EVALUATION CRITERIA

Proposals will be reviewed to evaluate minimum compliance with the RFP. Incomplete proposals may be removed from further evaluation. A panel will review complete proposals meeting minimum requirements using the following criteria (not necessarily in order of importance):

1. Experience and demonstrated competence of the identified key areas of service outlined in the Qualifications section of this RFP.
2. Proposed scope of work.
3. Reference recommendations.
4. Comprehensive consultant fee schedule.
5. Thoroughness of submission.

The CSGSA reserves the right to award a contract based on written responses only, however oral presentations and written questions for further clarifications may be required of some or all of the Respondents.

## 9. SCHEDULE

To the extent achievable, the following schedule shall govern the RFP. The CSGSA reserve the right to modify the dates below.

**September 29, 2023:** Issue Request for Proposals

**October 10, 2023 at 5:00 pm:** Deadline for Submission of Interpretation and/or Questions

**October 13, 2023:** Issue addendum providing clarifications if needed

**October 31, 2023 at 3:00 pm:** Closing date for the Request for Proposals

**November 28- December 1, 2023:** Interviews/presentations if needed

**December 14, 2023:** Award contract(s)

**December 2023:** Start work

**February 2023:** Complete Audit

## 9. 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 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. After processing corrections, the total number of records stands at 1,498 records for a total amount of \$306,176.64. There are 77 additional parcels that will need to be invoiced directly for a total of \$22,308.52.

As this new process continues forward, it is important to consider the User Classification Change Request (UCCR) 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 has discussed the internal process by which a UCCR will be processed and will continue the discussion.

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.

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## 10. Corning Subbasin Groundwater Sustainability Plan Implementation

- a. Receive update on Groundwater Sustainability Plan Implementation.
- b. Receive update on *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.*
- c. \*Select members to participate on the RFQ evaluation team.

### GSP Implementation

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

### Request for Qualifications

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. On August 24, 2023, the CSGSA reviewed a draft Request for Qualification (RFQ) prepared by the Tehama County Flood Control and Water Conservation District (TCFCWCD).

The RFQ was posted to CIPList.com, sent to the Interested Parties distribution lists, and posted to the TCFCWCD website. The RFQ is being advertised in the Red Bluff Daily News three times.

Below is an overview of the RFQ timeline:

- Deadline to Submit Questions to Staff- September 19, 2023
- District Response to Questions- September 25, 2023
- Proposals Due- September 28, 2023
- Notification for Oral Interviews- October 2, 2023
- Interviews and Consultant Selection- October 9-12, 2023
- Recommendation to TCFCWCD Board of Directors- October 16, 2023
- TCFCWCD Board of Directors Contract Award- October 16, 2023
- Notice to Proceed- October 17, 2023

The following tasks are identified in the RFQ:

- Task 1. Project/Grant Management and Administration
- Task 2. GSP Implementation, Outreach, and Compliance Activities
- Task 3. Ongoing Monitoring, Data Gaps, and Enhancements
- Task 4. Projects and Management Actions- Recharge Focused

- Task 5. Projects and Management Actions- Regional Conjunctive Use
- Task 6. General Consulting Services on an As Needed

The CSGSA should consider selecting members for the evaluation team to represent the CSGSA in the RFQ evaluation process, including review of the proposals, interviews, and recommendation.

Attachments:

- 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 28, 2023

Questions may be directed to

Justin Jenson and Nichole Bethurem (for process)

[jjenson@tcpw.ca.gov](mailto:jjenson@tcpw.ca.gov) [nbethurem@tcpw.ca.gov](mailto:nbethurem@tcpw.ca.gov)



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## 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, 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.

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, recommendations 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 shown 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**

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

The District has coordinated with the CSGSA on the development of a single GSP document for the Corning Subbasin. The selected respondent will need to work 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, 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, 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	September 6, 2023
Deadline to Submit Questions	September 19, 2023
Response to Questions	September 25, 2023
Proposals due to District	September 28, 2023
Notification for Oral Interviews	October 2, 2023
Interviews and Consultant Selection	October 9-12, 2023
Recommendation to Board of Directors	October 16, 2023
Board of Directors Contract Award	October 16, 2023
Notice to Proceed	October 17, 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, recommendations 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.
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.
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 Basis**

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](mailto:jjenson@tcpw.ca.gov) and Nichole Bethurem at [nbethurem@tcpw.ca.gov](mailto:nbethurem@tcpw.ca.gov). The deadline to submit questions is 12:00 PM on September 19, 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 25, 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.

## 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 G, 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 28, 2023 at 3:00 p.m. PST.



**Proposals must be submitted to:**

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 28, 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.

**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, 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’ 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**

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 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.

## I. General Information

### 1. District's Rights, Options, and Policies

- 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 reserves the right to decide that one proposal is more favorable than all others.
- c. The District 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 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 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 reserves the right to reject individual team members, firms, consultants and/or request substitution(s). The District 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 reserves the right to reject any or all proposals and assumes no obligation to award a contract.
- h. The District 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 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.
- 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.
- 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.
- 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.

## 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 <u>0.20</u> =	_____
	Score	Weight	Rating
Prior Related Experience	_____	X <u>0.15</u> =	_____
	Score	Weight	Rating
Responsiveness to Client Needs	_____	X <u>0.25</u> =	_____
	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**

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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

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, 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), 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 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

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. 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 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 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 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 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.

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**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.

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.

## **11. Corning Subbasin Advisory Board Report**

The Corning Subbasin Advisory Board (CSAB) met on September 6, 2023. The CSAB received an update on GSA activities, set the 2024 CSAB meeting schedule, received a presentation on the draft Corning Subbasin Operations Plan, 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 October 4, 2023 at 1:30 p.m.

CSAB meeting materials, including presentations, agendas, and meeting summaries are available on the website at: [www.corningsubbasingsp.org](http://www.corningsubbasingsp.org).

Advisory Board members may provide additional updates.

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## **12. 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.

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## **13. Next Meeting**

The next regular meeting is scheduled for October 26, 2023 at 2:00 p.m.

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## **14. Adjourn**

The meeting will be adjourned.

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