



Tehama County
Monday, October 20, 2025 10:00 AM
Flood Control and Water Conservation
District
Meeting Minutes

Tehama County Board of Supervisors
Chambers
727 Oak Street, Red Bluff, CA 96080
<https://tehamacounty.legistar.com/Calendar.aspx>

10:00 AM

Chairperson: Matt Hansen Vice-Chairperson: Pati Nolen
Directors: Greg Jones, Rob Burroughs, Tom Walker

Justin Jenson, Deputy Director of Public Works-Water Resources; Lena Sequeira,
Administration

Call to Order / Pledge of Allegiance / Introductions

10:00 am

Public Comment

None

1. APPROVAL OF MINUTES 25-1842

APPROVAL OF MINUTES

a) Waive the reading and approve the minutes of the regular meeting held 7/21/2025

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Director Nolen, Vice Chair Hansen, Director Burroughs, and Director Walker

ABSENT: Director Jones

2. Accept August-September 2025 GSA Claims 25-1843

Public comment

A resident had questions related to the Corning Admin costs and methodologies. They shared their opinion on the claims and costs.

Jenson provided clarification on the fee study in question and clarified the partnership with the CSGSA. He also clarified the reimbursement process when using grant funds.

Discussion on the specs of the project.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Vice Chair Hansen, Director Burroughs, and Director Walker
ABSENT: Director Nolen, and Director Jones

5. Annual Report Letter Red Bluff Subbasin WY 2024

25-1836

Jenson presented the annual report letter for the Red Bluff Subbasin WY 2024 commenting that the letter talked a lot about monitoring. He explained that the District and DWR collect data for monitoring wells throughout the subbasins. There were some issue with DWR monitoring list explaining the comments in the letter. He highlighted the importance of the monitoring data commenting that he has begun having conversations with DWR to make sure there is not gap in data monitoring. That being said it may require more effort from the district to record data that is necessary to have in the reports.

Walker asked if the wells from DWR were supposed to be monitored by them.

Jenson confirmed.

Burroughs asked if DWR records the highs and lows of the season

Jenson said our monitoring wells have electronic devices that measure, so we have a picture of the year. That varies in wells measured by DWR.

Nolen asked if Jenson was suggesting DWR does not measure wells in this county.

Jenson said that they missed measuring some this season and we don't have that data for the annual report.

Hansen asked if they lost access to wells.

Jenson stated that he has no good way to respond until they meet.

Nolen requested the number of wells they missed monitoring.

Jenson answered.

Discussion on the monitoring of the wells and how the data was missed.

Jenson highlighted that if they cannot do the monitoring, the District will take on the responsibility because it is very important data.

Burroughs asked if they could be monitored online

Jenson said that would be a funding complication.

Burroughs asked if there was grant funding available.

Jenson answered that since the locations are so rural it would have to be done differently.

Walker asked if the measurements would only be collected twice per year.

Jenson confirmed.

Discussion on measuring the wells.

Hansen Highlighted that these measurements are critical since they are the basis for the GSA.

6. Potential GSA Fee Structure Presentation

25-1837

Jenson presented a PowerPoint on fee structures, noting that it is advisable and required to have an independent consultant conduct a fee study. He explained that the presentation reviewed previously discussed budget allocations and was the same presentation given to the Groundwater Commission.

Jenson presented a slideshow reviewing well totals and water connections in Tehama County. He provided estimated figures for land area, irrigated acres, and crop volumes, noting discrepancies with the Agricultural Commissioner's data due to differences between harvested and planted acres. He explained the data is derived from satellite systems that identify crop types and may provide a more accurate estimate of total use.

Jenson reviewed groundwater use, parcel totals in the county and basins, and budget projections, including consultant work and built-in escalation. He explained that administrative costs cover work required by the water code, while PMA costs represent projects and actions intended to address groundwater issues.

He also reviewed different methods for allocating costs, including by acres, wells, parcels, volumetric use, irrigated versus non-irrigated land, and agricultural versus non-agricultural wells, and presented estimated costs under each scenario.

Walker asked what it would look like for residential users.

Jenson answered that usage would be between $\frac{1}{2}$ and 1 acre-foot and provided an example of the associated cost.

Jenson explained that the Groundwater Commission narrowed the options to two recommendations. The first is a volumetric-based approach for all uses. He clarified that volumetric use does not require meters, as use can be estimated through assumptive use based on land or activity type. For example, residential use could be estimated at approximately 0.75 acre-feet per year. Metering and reporting could still be recommended for those who wish to demonstrate lower use and potentially reduce their cost.

Jenson noted that a volumetric approach encourages reduced groundwater use, as users would pay based on estimated consumption, creating a direct link between water use and fees.

The second recommendation is to apply volumetric use specifically to PMA actions, while administrative costs could be assessed through a flatter fee based on acreage or well type.

Staff's recommendation is to apply a volumetric approach to all costs, noting it creates a direct connection between water use, fees, and benefits, where larger users contribute more than smaller domestic users. Jenson asked the group for recommendations to help narrow the scope of options moving forward.

Hansen asked about the Bowman Subbasin referenced by Burroughs and whether excluding it could result in direct savings.

Burroughs responded that he would like more information but suggested Bowman be left out of usage fees, noting he does not believe the area is impacted.

Hansen noted that the scope of the assessment would need to be determined.

Burroughs stated that Bowman should still be responsible for administrative fees but not usage-based fees.

Hansen asked whether the Bowman area could be excluded altogether and if that decision would be up to the Board.

Jenson explained that the Commission's recommendation was to provide direction to the consultants reviewing the fee study so they can proceed. He noted that the state provided funding to develop plans that include Bowman, and removing it could result in a negative response. Jenson stated that additional discussion may be needed and emphasized the importance of understanding the potential risks before making a recommendation.

Discussion followed regarding the existence of the Bowman Subbasin and its history.

County Counsel noted the topic was off agenda and asked Burroughs to provide input on the methodology he is presenting to the attorneys. County Counsel asked whether his decision on the methodology might change.

Further discussion occurred regarding issues related to the Bowman Subbasin and how to move forward.

Jenson noted that determining whether Bowman should be included will be challenging without additional information. He stated that the group would need to decide whether the program should apply only to managed basins or countywide and emphasized the need for further discussion before making that determination.

Discussion followed regarding the structure of the managed basins and how they would be managed if areas were removed.

Jenson stated that he would have conversations with the state if that is the direction the Board chooses, but emphasized that decisions are needed today regarding fee structures.

Burroughs stated that his recommendation is a volumetric approach, noting that the largest

users should pay more.

Walker asked whether excluding the Bowman Subbasin from management could lead agricultural users to purchase property there and develop orchards.

Discussion on how that could affect the area.

Walker suggested keeping volumetric fees for PMA actions and using total county acreage for administrative fees, noting that PMA fees would be easier to agree on than admin fees and remaining open to public input.

Jenson suggested having more than one option so the outcomes can be compared and weighed.

Nolen noted that non-irrigated acres don't use water and can't be counted toward usage. She agreed with Walker but believes Bowman should be included because it is interconnected.

Hansen expressed support for volumetric assessments but noted that residents outside affected areas shouldn't be regulated. He asked how domestic users would be charged, inquired about different crop types and orchard stages, and shared his opinions on the fee process.

Jenson explained that managing volumetric categories is complex. Each parcel is assigned a baseline based on its type of use, and the district will provide a simplified process for property owners to report changes. If a property owner disputes their assigned use, an administrative hearing process allows them to report actual usage, which will then be applied.

Hansen asked how a domestic user could contest their assigned volumetric use.

Jenson explained that the district assigns assumptive uses but allows metering to reduce them. Domestic users can show they are using less and have their fees adjusted accordingly.

Hansen noted that all city water users are already metered.

Jenson responded that some users are not metered, citing his own well as an example, and explained that not all service providers operate the same way.

Discussion on the topic followed.

Public Comment

A resident discussed the model and its costs, sharing their opinion on the process and on fixed, irrigated, and non-irrigated fees.

There was a discussion between the resident and the chair regarding assessment of the budget.

A resident expressed concerns about administrative costs, stating their opinions on the fees and emphasizing that they do not support charges on non-irrigated land.

A resident expressed concern that the proposed fee structure could incentivize new

agricultural wells and suggested limiting permits or considering a future moratorium.

A resident discussed their experience measuring wells with neighbors, reviewing well completion reports, and shared their views on groundwater management and policy preferences.

A small-farm resident supports volumetric charges, paying only for water used, excluding non-irrigated acres and surface water, especially in Bowman.

A resident expressed support for a volumetric approach, stating non-irrigated acres should not be charged, and raised concerns about well registration fees and legal guidance.

Walker stated that the fee structure is meant to benefit everyone in the county, expressed dislike for the term penalizing, and suggested administrative costs be spread across as many people as possible.

Hansen asked Walker to clarify his recommendation.

Walker stated that mountain water affects groundwater and those users should be charged to help manage it.

The group discussed groundwater management outside the basins.

Hansen inquired about the treatment of non-irrigated acres.

Jenson reminded the group that under a volumetric approach, properties without wells would not use groundwater and therefore would not incur a fee.

Walker noted that properties without wells could still impact groundwater.

The group discussed water use among different users.

Burroughs discussed his efforts for recharge groundwater on his own property.

Jenson stated that fees must be based on evidence, but quantifying actual benefits is difficult and poses challenges.

A resident expressed their opinion about having a special meeting to continue the discussion.

Hansen asked if Jenson would consider bringing the item back at a future meeting.

Jenson commented that parameters can be adjusted going forward and still serve as a recommendation for review, and if the group prefers it focused within the basins, that can be accommodated.

The group discussed which users need to be included in management.

Jenson highlighted administrative costs, noting that some fees are universal, and cautioned

about applying fees to all users versus only within the basins, explaining his reasoning.

Burroughs suggested classifying basins by severity, treating the most extreme as critical and the least as non-critical, and asked if this is possible

Hansen provided clarification.

Jenson explained that under Demand Management, higher fees would be charged in areas with poor conditions and described how this approach would work.

Burroughs shared his views on the methodologies, emphasizing that all areas should be treated the same unless Bowman can be excluded, and stated he does not believe upstream water affects downstream subbasins.

Jenson clarified how upstream water affects downstream subbasins, followed by a discussion on their interconnected impacts.

Jenson clarified the conversation.

Walker expressed support for volumetric PMA costs and spreading administrative costs across all county acres, noting that everyone benefits from groundwater management, referencing the well registration fee.

Nolen suggested a volumetric approach based on managed basins and water connections, with higher users paying more.

Hansen supported a volumetric approach within managed subbasins.

Jenson agreed, stating there are two potential outcomes and that the data can be compared once received, noting this aligns with the commission's recommendations.

Hansen shared his interpretation and requested clarification from Jenson.

Jenson stated that the Commission's recommendation was always to focus within the managed basins but they want to see both purely volumetric and a combination of volumetric PMA with per-parcel administrative fees. He supports this approach and recommends providing two options when presenting the fee study.

County Counsel Daniel Klausner noted that the item is going for legal review and recommended proposing multiple options.

Jenson agreed that comparing multiple methods is necessary for success.

Hansen clarified the consensus of two options to present for legal review.

7. Flood Related Items

25-1835

Hansen recommended residents view the Maintaining Creeks flyer on the District's website.

Jenson presented the Maintaining Creeks flyer, explaining that the District cannot maintain creeks on private property and that the flyer serves as a guide. He also provided background on its development.

Jenson presented an overview of flood control and the District's role and authority, noting the District cannot enter private property and does not maintain county infrastructure or private property. He added that Public Works has authority over grading.

Klausner noted that the District cannot enter private property without permission or a warrant.

Jenson reviewed recent District achievements in flood management, highlighting completed projects, state-funded initiatives, and qualifications for federal PL8499 assistance. He also discussed levee maintenance through the spray program and ongoing collaboration with the Corps of Engineers on floodplain assessments to guide project recommendations.

Burroughs discussed invasive plant species affecting flooding and asked about programs that provide guidance to residents.

Jenson discussed providing guidance to residents and addressed issues related to invasive species in the watershed.

Burroughs emphasized the importance of distributing the flyer and expressed the need for a special task force to address invasive species, noting that infrastructure is at risk.

Jenson noted that funding is needed for infrastructure work and that passing additional fees to support it could be challenging.

Burroughs suggested securing initial funding to qualify for larger grants, emphasizing the need to be proactive. He also highlighted the importance of educating the public on actions needed to preserve infrastructure.

Nolen discussed flooding in Dairyville, noting that multiple agencies had not responded to her inquiries. She emphasized the need for a coordinated plan and raised concerns about illegal grading.

A resident shared that he had received no response from agencies regarding flooding on his property and expressed concern that a berm may be causing the flooding.

The group discussed flooding in the area and the District's authority regarding flood management.

8. Board Matters

Burroughs raised concerns about large commercial agricultural users, emphasizing the need for more thorough management to prevent excessive water consumption.

Jenson responded that the issue had been presented to the Board but was tabled until January.

Hansen commented that he has been reviewing well reports and observed very little activity.

The group discussed the new well numbers and the previously tabled item.

Hansen announced that grant funds are available for well replacement and outlined the eligibility parameters.

Adjourn

12:25PM

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
CREATIVE COMPOSITION, INC.**

This agreement is entered into between the Tehama County Flood Control and Water Conservation District ("County") and Creative Composition, Inc. ("Contractor") for the purpose of printing and mailing services for the Tehama County Groundwater Sustainability Agency (GSA) Well Registration Program flyer.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide printing and mailing services for the Tehama County GSA Well Registration Program flyer, as outlined in Exhibit "B".

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$15,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

TEHAMA COUNTY
AGREEMENT #408PA22

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate December 31, 2023 unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County 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 County's right to terminate this agreement may be exercised by James N. Simon, Executive Director.

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. Contractor 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. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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 Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, 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 County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County 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 County with respect to Contractor'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**

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

12. **PREVAILING WAGE**

Contractor 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, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County 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. Contractor shall defend, indemnify and hold the County, 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 Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor 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, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor 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, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor 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. Contractor 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 Contractor 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 County 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 County: Tehama County Flood Control and Water Conservation District
1509 Schwab Street
Red Bluff, CA 96080

If to Contractor: Creative Composition
396 East Park Avenue
Chico, CA 95928

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

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County 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**

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

23. HARASSMENT

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

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

COUNTY OF TEHAMA

Date: 12-19-22

James N. Simon

James N. Simon, Executive Director

Date: 12/20/22

Dava Kohlman

Dava Kohlman, Purchasing Agent

CREATIVE COMPOSITION

Date: 12-14-22

Keith Henry
KEITH HENRY

100477
Vendor Number

Standard Form of Agreement – Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor 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 Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor 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 Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor'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 (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of

California to practice a profession, Contractor 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 Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

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 County, 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 County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor'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 County."

Acceptability of Insurers

Contractor'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 County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

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

Verification of Coverage

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

The County 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.

Exhibit B



396 East Park Avenue - Chico, Ca 95928 530-924-2400

Estimate: EST-26737

Print & Mail: Letters

Estimator: Roxanne Hendry rhendry@creativecomp.com 530-924-2406

Sales Rep: Roxanne Hendry rhendry@creativecomp.com 530-924-2406

12/13/2022 02:05pm

Tehama Co Flood Control & Water Conservation District

Nichole Bethurem

530-690-0700 ext.

530-385-1462 ext. nbethurem@tcpw.ca.gov **Customer PO:** Nichole

2 Sheet Letter

Final Size: 8.5 x 11.0 **Side 1 Colors:** Black, **Side 2 Colors:** Black, **Information:** Creative White Roll Offset 11" **Basis Weight:** 60.0 **Color:** Additional **Operations:** New Job

Envelopes

Final Size: 9.5 x 4.125 **Printing Activity:** Offset Printing (Envelope press) **Side 1 Colors:** Black, **Stock Information:** #10 Regular Bulk Pack Side Seam Envelope **Basis Weight:** 24.0 **Color:** WHITE

Mailing Services

Final Size: 9.5 x 4.125

Stock Information: Postage Included **Additional Operations:** Inkjet, Sort & Bundle

Pricing:

Estimate Totals:

Quantity 25208

Total \$11,360.01

Thank you for giving us the opportunity to submit this quote. As always, quotes are based on a physical inspection of your originals and are valid for 10 days from date issued. Included in this quote is a detailed product specification and pricing of your project. The quote is confidential and is intended solely for the use of the addressee(s) name above. If you have any questions pertaining to this estimate, please contact our office at 530-924-2400. Please note, **California Sales Tax and 10% over/ under-run are excluded.** Delivery dates are based upon a proof being returned as expected.

Estimates are good for 10 days, due to supply and demand on stock

Thank you and we appreciate your business.

Approved by _____

A handwritten signature in black ink, appearing to be "RH", is written over a horizontal line that extends across the page.