

TEHAMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



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

AGENDA FOR MONDAY, AUGUST 18, 2025

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

This meeting conforms to the Brown Act Open Meeting Requirements, in that actions and deliberations of the Tehama County Flood Control and Water Conservation District Board of Directors, created to conduct the people's business are taken openly; and that the people remain fully informed about the conduct of its business. Any written materials related to an open session item on this agenda that are submitted to the Clerk less than 72 hours prior to this meeting, and that are not exempt from disclosure under the Public Records Act, will promptly be made available for public inspection at Tehama County Flood Control and Water Conservation District, 1509 Schwab Street, Red Bluff, CA 96080.

Call to Order / Pledge of Allegiance / Introductions

Public Comment

This time is set aside for citizens to address this Board on any item of interest to the public that is within the subject matter jurisdiction of this Board provided the matter is not on the agenda or pending before this Board. Each agenda item will have an opportunity for public comment at the time the item is called. Persons wishing to provide public comment are asked to address the Board from the podium. The Chair reserves the right to limit each speaker to three (3) minutes. Disclosure of the speaker's identity is purely voluntary during the public comment period.

For audio and real-time commenting via phone:
(530) 212-8376, conference code 142001. Press 5* on your phone keypad to raise your hand to comment.

For live audio of the meeting:

Go to: <https://tehamacounty.legistar.com/Calendar.aspx>

1. **APPROVAL OF MINUTES** [25-1468](#)
 - a) Waive the reading and approve the minutes of the regular meeting held 5/19/2025
2. **APPROVAL OF MINUTES** [25-1469](#)
 - a) Waive the reading and approve the minutes of the regular meeting held 6/16/2025
3. **Approve Calsip Consultant Services Agreement for Davids Engineering Inc.** [25-1477](#)

Authorize Deputy Director to sign consulting services agreement with Davids Engineering.
4. **Estimated Funds Required Presentation** [25-1473](#)

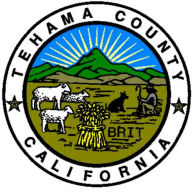
Commentary on prioritizing expenditures
5. **Flood Related Items** [25-1470](#)

Open discussion for flood related items.
6. **Updates** [25-1471](#)

Well Mitigation
Recharge
Demand Management
7. **Board Matters**

Adjourn

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Tehama County Flood Control & Water Conservation District meetings, please contact the ADA Coordinator prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.



Tehama County

Agenda Request Form

File #: 25-1468

Agenda Date: 8/18/2025

Agenda #: 1.

APPROVAL OF MINUTES

Requested Action(s)

a) Waive the reading and approve the minutes of the regular meeting held 5/19/2025

Financial Impact:

None

Background Information:



Tehama County
Monday, May 19, 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>

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

1. **10:00 AM Call to Order / Pledge of Allegiance / Introductions**
2. **Public Comment**

Resident Liz Merry provided a tax document regarding the \$0.29 well registration fee and discussed her opinion. She also talked about a records request inquiring on where the money had been going and was told there are no records. She expressed that she would like to see more information on the agendas as well as back up.

Deputy Director Jenson stated that there is a separate account for well registration funds.

There was discussion about the PR request.

3. **Approval of March 10, 2025 Minutes** **25-0853**

a) Waive the reading and approve the minutes of the regular meeting held 3/10/2025

RESULT: APPROVE

MOVER: Director Walker

SECONDER: Director Nolen

AYES: Chairperson Hansen, Vice Chair Nolen, Director Jones, and Director Walker

NAYS:

4. Accept September 2024 - April 2025 GSA Claims 25-0852

Request acceptance of the Tehama County Groundwater Sustainability Agency claims paid from September 2024 through April 2025 in the amount of \$2,391,269.93.

Deputy Director Jenson emphasized the importance of reviewing the claims, noting that the number is higher than usual. He explained that there has been a significant gap since claims were last presented to the board. This delay was due to a period with no staff available to complete the work, followed by the onboarding of new staff who needed time to learn how to compile the required materials. He noted that the majority of the claims are for reimbursable grants, where consultants were paid and the expenses were later reimbursed by DWR.

Director Walker asked if any were for specific subbasins.

Jenson says the outgoing total from our funds is small since it was mostly reimbursed grant dollars.

Walker asked if the numbers vary by subbasin due to different tasks being performed.

Jenson stated yes, each subbasin we were awarded funds for has a select group of tasks associated with that grant. So, it is literally billing against those tasks and being reimbursed.

RESULT: APPROVE
MOVER: Director Walker
SECONDER: Director Jones

AYES: Chairperson Hansen, Vice Chair Nolen, Director Jones, and Director Walker

NAYS: Director Burroughs

5. Accept September 2024 - April 2025 Flood Claims 25-0851

Request acceptance of Tehama County Flood Control and Water Conservation District claims paid from September 2024 through April 2025 in the amount of \$22,599.68.

Jenson clarified that almost half of this money is for staff time. He also stated that they had to buy a very large chainsaw for fallen trees that were by far the biggest they have had to remove from the levee.

Walker asked if they anticipate that being a problem in the future not having the trees to hold the dirt on the banks.

Jenson stated yes and no, it could be a problem and a benefit.

Walker asked if the roots were left after the trees are removed.

Jenson responds saying generally speaking no, they are cutting them up when they remove the trees.

Jenson explained that the KSN Program helps make sure levees meet SNUFF standards. This means that in an emergency, there is money available for a quick response. He said the KSN Program got the levees back up to standard so the area could qualify for funding.

There were technical difficulties recording the vote. This item was moved by Director Walker and Second by Director Jones. All were in favor of this item.

RESULT: APPROVE
MOVER: Director Walker
SECONDER: Director Jones

AYES: Chairperson Hansen, Vice Chair Nolen, Director Jones, and Director Walker

NAYS:

6. Resolution 2-2025 - Authorizing The Groundwater Commission to Approve Notices of Exemption Related to in-kind Replacement of a Groundwater Well 25-0876

Jensen stated there are two resolutions today related to in-kind well replacement, each following a different approval path. He explained that this one is slightly more complex, but helps speed up the process to avoid delays that could affect farmers' access to water and damage crops. The NOE is a standard document, and in-kind replacement qualifies as a standard exemption from CEQA, allowing the well to be replaced in the same capacity. This would make the process faster and simpler.

Director Walker asked what would happen if there is not a lot of info on the well.

Jenson stated that well registration does not require the reporting of information that is not available. However, if a letter from the well driller with the well specifications is accessible, the process can proceed in a straightforward manner using the rubber stamp method.

Public comment

A resident expressed that he is happy to see this going forward as well as their thoughts on the resolution. They explained their opinion on the specific language being used and their thoughts on the process.

A resident concurred with the remarks of the preceding speaker and raised a question regarding the authority of the Groundwater Commission to grant approval on these exemptions.

Director Burroughs stated that this falls in line under CEQA. If it is the same strata, size and flow we are not affecting something else in that area. He talked about the trust

we must put into the professionals that handle the drilling since they are licensed to do it.

Further discussion took place, presenting various viewpoints and continued questions regarding the Groundwater Commission's authority. There is talk about the legal review and what would happen if the claim is denied.

A resident stated this has been in the works for years and feels it just needs to get passed.

There was discussion on how the process would move getting an in kind replacement down the road and how it would help the farmers to prevent them from losing crops.

Director Hansen questioned advisory vs authority and suggested cleaning the language up so it is less confusing. Maybe the by-laws need to be modified, so it is not muddy.

Jenson stated that we can bring them forward at any time for review.

A resident recommended tabling the item to allow for further legal review of the ordinance and to clarify the scope of the Commission's authority. Burroughs asked for clarification on which specific authority the resident was referring to.

Additional discussion followed, focusing on the process, related concerns, and The Commission's role.

Jenson reiterated the county's policy, emphasizing that addressing the matter beforehand, rather than afterward, helps streamline the process.

Jones expressed his support for the item.

A resident referenced Ordinance 2023-1 and expressed concern that the proposed resolution may contradict it.

Jenson responded, clarifying that the resolution aligns with the criteria set by Environmental Health.

Burroughs inquired whether CEQA defines wells as a facility.

Jenson confirmed, explaining that CEQA uses that terminology, which is why their language is applied in this context.

RESULT: APPROVE
MOVER: Director Walker
SECONDER: Director Jones
AYES: Chairperson Hansen, Vice Chair Nolen, Director Jones, and Director Walker
NAYS:

7. **Resolution 3-2025 - Authorization The Director of Public Works to Approve Exemptions to Well Screening and Sealing Depth**

25-0878

Jenson referred to the process as the “checklist method,” explaining that if a well replacement meets specific, pre-established criteria, it does not require review by a governing body. He provided an overview of those requirements and how they help streamline the process.

Walker asked whether a permit is needed to demolish an existing well.

Jenson confirmed that such a permit is required and is issued by Environmental Health.

Walker emphasized the importance of proper oversight, particularly for larger properties with significant elevation changes.

Jenson explained that technical decisions, such as the placement of a new well, will be determined by qualified professionals; engineers, hydrologists, or licensed well drillers. In most cases, wells will be replaced near the original location, with additional review required only in exceptional circumstances.

Burroughs added that Environmental Health holds well drillers to a high standard to ensure quality and regulatory compliance.

Public comment

A resident requested for the process to be as clear as possible. They questioned different aspects of the process and asked for clarity.

Hansen stated that it makes sense to replace a well in its existing location, particularly in areas near the river where water quality is good. He noted that these are legacy wells, not new installations, and that this approach allows farmers in those legacy areas to streamline the replacement process.

RESULT: APPROVE

MOVER: Director Jones

SECONDER: Director Nolen

AYES: Chairperson Hansen, Vice Chair Nolen, Director Jones, and Director Walker

NAYS:

Well Mitigation

Jenson reported that both the Well Mitigation Ad Hoc and working groups have been formed, though they have not yet held their first joint meeting. The Ad Hoc group is currently working to organize all necessary components before moving forward.

A draft program outline has been developed, and collaboration has begun with Glenn County's Ad Hoc group. A follow-up meeting is scheduled. Efforts are being made to align the programs as closely as possible. There is strong confidence that the program will be ready before the end of the year. The project remains on track and moving toward implementation.

Groundwater Recharge

The initial set of meetings for recharge have been scheduled. Several grant-funded projects have already been tested in the field, but some were found to be unviable and will not move forward. A list of viable projects have been compiled, and the group will now work to establish a scoring system to prioritize which projects will be implemented first.

Demand Management

Progress on these meetings has been slow, but the group has reached an agreement on the direction moving forward. Jenson is currently developing a STRAW proposal, which will serve as the baseline for future efforts. He noted that he now has a better understanding of the group's expectations across the various categories.

Walker asked about the deadline for completion.

Jenson responded that the goal is to have it completed by January 1st. He acknowledged the challenge, stating that while it won't be easy, he believes a workable solution can be developed. He also pointed out that many existing programs rely on water-use restriction models, which are not favored in this county.

Hansen requested that he and Jones be added to the Ad Hoc group.

Jenson replied that he would look into it but would need to consult with legal counsel before confirming.

9. Board Matters

Burroughs asked when the resolutions would go into effect.

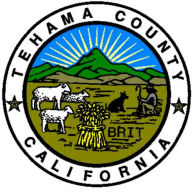
Jenson confirmed that they take effect immediately upon passage. He will provide an update to Tia at Environmental Health. He also noted that the in-kind replacement applications will primarily follow a checklist format.

The group held a brief discussion on the annual report and the importance of reviewing the associated data.

Further discussion was held regarding the bylaws. It was agreed that the bylaws will be brought to the next meeting for review.

Adjourn

11:08 AM



Tehama County

Agenda Request Form

File #: 25-1469

Agenda Date: 8/18/2025

Agenda #: 2.

APPROVAL OF MINUTES

Requested Action(s)

a) Waive the reading and approve the minutes of the regular meeting held 6/16/2025

Financial Impact:

None

Background Information:



Tehama County
Monday, June 16, 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>

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

1. 10:02 AM Call to Order / Pledge of Allegiance / Introductions

2. Public Comment

3. Accept April 2025 - May 2025 GSA Claims 25-1100

Request acceptance of the Tehama County Groundwater Sustainability Agency Claims paid from April 2025 through May 2025 in the amount of \$953,694.98.

Jenson pointed out that most of these funds are reimbursable from the grants.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
Present Director Pati Nolen, Vice Chair Matt Hansen, Director Rob Burroughs,
and Director Tom Walker
ABSENT Director Greg Jones

4. Grant Project Approval Matrix 25-1112

To approve use of matrix to determine use of grant funding.

Jenson reported that most pilot testing has been completed, identifying projects that are not viable for funding. He is collaborating with a consultant to reallocate funds toward more effective projects.

A project prioritization matrix was developed based on objective criteria such as cost, impact, and need. This matrix has been reviewed and recommended by the Tehama County and Glenn County Ad Hoc groups. While cost was initially the primary consideration, the group reached consensus to prioritize funding for areas in the worst condition. Jenson presented the matrix for review.

During discussions, it was noted that only two projects on the list are located in Glenn County. Glenn County representatives requested that these projects be prioritized at the top of the matrix. Both Ad Hoc groups and the Commission agreed, acknowledging that without this adjustment, Glenn County would not receive any grant-funded projects despite having highly impacted areas.

Jenson stated that there is insufficient funding to complete all projects on the matrix at this time, but additional projects may be funded as current projects are completed.

A resident asked if the spreadsheet can be put on the website.

Jenson stated yes.

The request is to approve the use of the matrix as presented, allowing for the allocation of available funding. As part of this approval, the two Glenn County projects would be designated as priorities.

Walker inquired whether Glenn County has a flood district.

Jenson clarified that the grant was awarded jointly to the Corning Subbasin. The work has been divided between the parties, with a two-thirds share allocated to Tehama County and one-third to Glenn County.

There was discussion on the CSAB group and attendance.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

Present Director Pati Nolen, Vice Chair Matt Hansen, Director Rob Burroughs, and Director Tom Walker

ABSENT Director Greg Jones

5. Flood Related Items

25-1076

Jenson stated that he has done a lot of driving and inspecting in the flood affected areas and property owners have been making moves to clear their properties. In the long run when we start talking about flood control we will be talking about grants. Sometimes there is money available to provide grants for design and construction. We will continue to look at availability for the significantly impacted flood areas.

Walker asked when you go look at this. Do you go to homeowners that aren't taking Action and site them?

Jenson responded no, but what he does do is call people he knows and asks to address larger problems

Hansen said at the last big meeting looking at regulatory people meetings. Would there be a need for something like that?

Jenson stated that we saw record level creek flows. Not belittling the fact there was flooding or saying there weren't other factors. We might not have been protected from flooding in any other way besides an infrastructure project. If we are going to go that route we need to look at that. Might be better to have options before.

Hansen expressed the need to look at the future and building requirements, things to help mitigate in the future.

Jenson talked about FEMA and how they can predict risks.

Nolen expressed her feelings that something in the last 4 years has happened and we need to go after it. She tried to see what could be done to help the people and felt there was no outreach from this county. She does not think the county is doing anything about the issue.

Jenson stated that was not his recommendation. If communities would like to have county provided assistance, they would have to pay the fees.

Nolen stated that this contradicts what she was told.

Hansen suggested getting some sort of committee or task force to make sure there is communication. There is a need in the community for additional outreach

Nolen stated her opinion that this comes down to moving berms caused by agriculture.

Jenson explained that if a neighbor modifies a waterway or a way for water to escape and it affects your property, in the state of California that is considered a civil issue.

There is further discussion on the importance of prioritizing the flood matters and the districts authority.

Jenson said if the board wants him to put together a task force he will do it.

Groundwater Recharge

The recharge group held its initial meeting, which resulted in the development of a project prioritization matrix. There is a shared interest in focusing on large-scale projects. External experts are currently evaluating potential water sources to support the development of these larger recharge efforts.

Well Mitigation

An outline of the well mitigation plan has been developed and agreed upon at the Ad Hoc level. A few remaining details are being finalized before the plan is brought forward for broader consideration.

Demand Management

There is general agreement on the approach to demand management. Sections are being drafted based on that consensus, with ongoing review and collaboration. While the topic remains challenging, steady progress is being made.

There was discussion regarding Cal Fire's involvement in stream course cleanup. It was clarified that such work can be conducted as long as crews are on foot and do not alter the natural course of the stream. This type of cleanup has previously occurred in Glenn County.

Discussion was held regarding grant funding.

7. **Board Matters**

None

Adjourn

10:29 AM



Tehama County

Agenda Request Form

File #: 25-1477

Agenda Date: 8/18/2025

Agenda #: 3.

Approve Calsip Consultant Services Agreement for Davids Engineering Inc.

Requested Action(s)

Authorize Deputy Director to sign consulting services agreement with Davids Engineering.

Financial Impact:

All expenditures are fully reimbursed by the Department of Water Resources.

Background Information:

Board approved by resolution a contract for DWR to provide funding for new Stream gages in four location throughout the County. These are specialty products that include design, site services and calibration by a consultant Engineering firm with working knowledge of hydraulic conditions, stream flow patterns and optimum installation locations. Funds for these Consultant services will be reimbursed to the District by the Department of Water Resources.

AGREEMENT BETWEEN THE TEHAMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND DAVIDS ENGINEERING INC.

This agreement is entered into between the Tehama County Flood Control and Water Conservation District ("District"), and Davids Engineering Inc. ("Consultant") for the purpose of providing technical services related to improve stream gage infrastructure and data availability as part of the Stream Gage Improvement Program (CalSIP).

1. RESPONSIBILITIES OF CONSULTANT

During the term of this agreement, Consultant shall perform all services and shall meet all requirements and deadlines set forth in Exhibit B – Agreement number 4600016349. The intent of the contract is to have Consultant complete the terms of the attached agreement including all exhibits and provisions. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the agreement shall take precedence.

2. RESPONSIBILITIES OF THE DISTRICT

The District shall compensate Consultant for said services pursuant to Section 3 and 4 of this agreement and Exhibit C – Fee Schedule attached hereto and incorporated herein.

3. COMPENSATION

Consultant 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 \$492,000. 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 District 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 Consultant agrees that District

has no obligation, whatsoever, to compensate or reimburse Consultant 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**

On or before the 15th of each month, Consultant shall submit to District an itemized invoice for all services rendered during the preceding calendar month. District shall make payment of all undisputed amounts within 30 days of receipt of Consultant's invoice. District 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 March 30, 2027 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.

DAVIDS ENGINEERING INC CALSiP CONTRACT

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) 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 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:

DAVIDS ENGINEERING INC CALSiP CONTRACT

If to District: **Tehama County Flood Control and Water
Conservation District**
1509 Schwab Street
Red Bluff, CA 96080

If to Consultant: **DAVIDS ENGINEERING INC.**
1095 Nelson Street, Suite 130
Chico CA, 95928

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.

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

**Tehama County Flood Control and Water
Conservation District**

Date: _____

Justin Jenson, Deputy Director

Date: _____

Purchasing Agent

**Luhdorff & Scalmanini, Consulting
Engineers**

Date: _____

Vendor Number

Exhibit A

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 "District 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 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.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
4600016349

PURCHASING AUTHORITY NUMBER (If applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

Tehama County Flood Control and Water Conservation District

2. The term of this Agreement is:

START DATE

May 19, 2025

THROUGH END DATE

March 30, 2027

3. The maximum amount of this Agreement is:

\$492,000.00 Four Hundred Ninety-Two Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-------------------|--|-------------|
| Exhibit A | Scope of Work | 5 Pages |
| Exhibit A, Att. 1 | Resolution | 2 Pages |
| Exhibit B | Budget Detail and Payment Provisions - Public Entities (Rev. 2/2013) | 1 Page |
| Exhibit B, Att. 1 | Cost Sheet | 1 Page |
| Exhibit B, Att. 2 | Additional Cost Provisions | 1 Page |
| Exhibit C* | General Terms and Conditions | GTC 02/2025 |
| Exhibit D | Special Terms and Conditions for DWR (Local Public Entities - Payable) (DWR 9546, Rev. 2/19) | 2 Pages |
| Exhibit D, Att. 1 | Recycled Content Certification (DWR 9557) Rev. 03/22 | 2 Pages |
| Exhibit E | Additional Provisions | 1 Page |
| Exhibit E, Att. 1 | Travel and Per Diem, DWR 9580 (Rev. 10/24) | 2 Pages |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dqs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tehama County Flood Control and Water Conservation District

CONTRACTOR BUSINESS ADDRESS

1509 Schwab St.

CITY

Red Bluff

STATE

CA

ZIP

96080

PRINTED NAME OF PERSON SIGNING

Justin Jensen

TITLE

Contract Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Justin Jensen

DATE SIGNED

5/15/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
4600016349

PURCHASING AUTHORITY NUMBER (If applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Water Resources

Approved as to legal form
and sufficiency:
Karen Jackson

CONTRACTING AGENCY ADDRESS

2440 Main Street

CITY

Red Bluff

STATE

CA

ZIP

96080

PRINTED NAME OF PERSON SIGNING

Teresa Connor

for Asst. General Counsel, DWR

TITLE

Manager, Northern Region Office

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Teresa Connor

DATE SIGNED

5/16/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



EXHIBIT A SCOPE OF WORK

Agreement between the Department of Water Resources (DWR)
and
Tehama County Flood Control and Water Conservation District (the Contractor)

I. PURPOSE

The primary purpose of the Agreement is for DWR to provide financial assistance to the Contractor to improve stream gage infrastructure and data availability as part of the Stream Gage Improvement Program (CalSIP). Through the CalSIP program, DWR is actively improving California's stream gage network by funding public agencies to upgrade existing gages, reactivate historical gages, or install new gages on natural waterways across the state.

II. BACKGROUND

Access to reliable, real-time information about the conditions and amount of water flowing into our rivers and streams is critical to better manage water resources for public safety, water supply and the conservation of freshwater species. To help better understand water resources statewide, DWR is seeking to fund public entities to improve stream gaging. Through CalSIP, public agencies can receive funding to upgrade, reactivate, or install new surface water gaging stations.

III. LOCATION OF SERVICES

The stream gage locations and descriptions are provided in the table below.

| Gage Number | Description | Latitude | Longitude |
|-------------|--|-------------|---------------|
| 1 | COTTONWOOD C NR OLINDA CA | 40.38446476 | -122.47747739 |
| 2 | RED BANK C A RAWSON RD BR NR RED BLUFF CA | 40.13926915 | -122.2404458 |
| 3 | MILL C NR MINERAL CA | 40.3601502 | -121.50669839 |
| 4 | REEDS CREEK AT WILDER ROAD NEAR RED BLUFF | 40.16411786 | -122.2747495 |

IV. CONTRACT MANAGERS

The Contract Managers during the term of this agreement will be:

Department of Water Resources

Name: David Gardner
Address: 2440 Main Street
Red Bluff, California 96080
Phone: 530-489-8744
Email: david.gardner@water.ca.gov

Tehama County Flood Control and Water
Conservation District

Name: Justin Jenson
Address: 1509 Schwab St.
Red Bluff, CA 96080
Phone: 530-690-0700
Email: jjenson@tcpw.ca.gov

Tehama County Flood Control and Water
Conservation District

Name: Evan Davis
Address: 500 First St.
Woodland, CA 95695
Phone: 530-661-0109
Email: edavis@lsce.com

The Contract Managers may be changed by written notice to the other party

V. RESPONSIBILITIES

Under this Agreement, the Contractor will perform the activities described in this scope of work as summarized below in section A.

A. Summary

The scope of work for this contract organizes the Contractor's responsibilities into the following work categories:

B. Administration – Invoices and Reporting

This task includes project administration, invoicing, and reporting.

Project administration includes administration of the Project including overseeing the budget and schedule, installation management and inspection, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with the DWR Contract Manager.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Contract Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting to DWR progress reports monthly.

Deliverables: Invoices and supporting documents, Monthly Progress Reports, Project Completion Certification.

C. Reactivation Stream Gage:

1. Planning – Site Confirmation and Permitting

Verify the historic site location using available records, physical inspection, and site mapping. This involves reviewing historical data, consulting with local experts, and physically inspecting the site to ensure accuracy. Historical data review will include checking old records, maps, and photographs to determine the exact location. Physical inspection will involve visiting the site, taking GPS coordinates, and comparing them with

historical data. This task is critical to ensure that the reactivation occurs at the correct location. Perform all biological, cultural, and other resource field investigations to support the application and development of needed regulatory permits. Identify the permits, studies, and reports needed for each site. Commence permitting and fieldwork as appropriate. Responsible for all fieldwork, permit applications, reports, and all elements to secure permits for installation and continued measurements and maintenance of the gage. Permits may include, but are not limited to 404, 401, potentially CVFPB for those in the floodway encroachment (for installation on bridges), and cultural resources (if extraordinary excavation is needed). Responsible for CEQA Requirements and compliance as applicable.

Deliverables: Verified Site Selection Report, Property Access agreements (as needed), Final CEQA/Permit Approval Documentation.

2. Installation – Equipment Installation

Obtain, install, and make operational new stream gage equipment, including sensors, data loggers, power supply, and telemetry systems. This includes selecting appropriate equipment, ensuring compatibility with existing infrastructure, and installing it according to manufacturer specifications and industry standards. The equipment installation process will involve setting up data loggers, sensors, and telemetry systems in secure and weatherproof housing.

Installation will ensure that all components are properly connected and configured for optimal performance.

Additionally, provide equipment, labor, and materials to install equipment on-site, perform initial flow measurement, and other applicable calibration and equipment testing to transmit data to CDEC online data portal. Following initial approvals, obtaining applicable permits, real property rights, and NESDIS(GOES) IDs, procure applicable equipment, tools, and incidentals to install gage infrastructure, power supply, and sensors, adding surveyed reference gages (outside staff and wire weight) and a minimum of two nearby survey benchmark monuments with established vertical datum (NAVD88). Track equipment purchased and installed for the site. Telemetry configuration and channels for the site shall be documented. Install gage equipment in conjunction with permits and real property rights and follow best practices.

Deliverables: Installed and operational stream gage equipment with documentation of the equipment installed.

Installation - Instrument and Telemetry Setup

Install and calibrate instruments and telemetry systems, ensuring data transmission to the California Data Exchange Center. This includes configuring data loggers, calibrating sensors, and testing telemetry systems to ensure reliable data transmission. This task will be completed within 90 days from project commencement. Calibration of instruments will be done according to the manufacturer's specifications. Telemetry systems will be configured to transmit data in real-time to the specified data portal.

Deliverables: Calibration and setup report detailing the configuration and calibration of instruments and telemetry systems.

3. Operations and Maintenance – Flow Measurements

Conduct initial flow measurements and establish a rating curve. Perform ongoing measurements as required. This involves conducting flow measurements using standard methods, analyzing data to establish a rating curve, and scheduling regular measurements for ongoing data collection to refine and develop the stage-discharge rating curve. Initial measurements will be conducted as soon as reasonably possible (order of weeks); ongoing measurements will be conducted as needed to capture flows at different depths throughout the water year, at extreme events as possible, and to confirm prior measurements. Flow measurements will be conducted using standard techniques such as the velocity-area method or the use of flow meters. Data collected will be analyzed to develop a rating curve, which will be used to convert water levels to flow rates. Regular measurements will ensure that the rating curve remains accurate over time.

Deliverables: Initial flow measurement data and ongoing data reports, including analysis and interpretation. Incorporate measurement data, field records, and curve calculations as part of annual report for data validation.

Operation and Maintenance – Stream Gage

Operate and maintain the stream gage site to ensure continuous data collection and equipment functionality. This includes routine inspections, calibration checks, and necessary repairs to equipment. Implement protocols for data quality assurance and troubleshooting any issues that may arise with the equipment or data transmission systems. Regularly update and maintain the equipment to adhere to industry standards and manufacturer recommendations.

To provide quality control and quality assurance to the program, each gage will be required to submit annually, to DWR, for review and approval of the data, the rating curve adjustments, all field observations, and all operational information.

Deliverables: All station records for stage and flow measurements will be processed and submitted by December 31 of each year for the prior water year (October 1 through September 30). This process is considered the annual “certification” process that signifies the applicable prior-year data is valid and referenced to reflect all adjustments and corrections are correct. A final certification package needs to be provided as a hard copy and electronic copy and include the following elements:

- A. Site summary report.
- B. Field notes from all site visits and measurements.
- C. Flow measurement report summary to summarize when, how, and results of flow measurements.

- D. Certification (signature) by a qualified and experienced reviewer (someone who has completed a USGS, or similar, course; or professional licensed civil engineer).
- E. Flow measurement sheets.
- F. Rating table documentation, PDF or Excel spreadsheet.
- G. Rating table and discrete flow measurement plots.
- H. Primary computations.
- I. Mean daily gage height summary.
- J. Mean daily flow summary.
- K. Mean daily temperature summary.
- L. Mean daily gage height, water year plots.
- M. Mean daily gage flow, water year plots.
- N. Mean daily gage water temperature, water year plots.

VI. INVOICING AND PROGRESS REPORTS

Monthly Invoices and Progress Reports will be required. All invoices and progress reports are required to be completed on provided templates. Please review acceptable and eligible costs before starting work and submitting invoices.

VII. BUDGET AND TIMELINE

All gages must be fully operational by October 1, 2026 and all expenditures invoiced for reimbursement by March 30, 2027. Final invoices must be submitted by April 15, 2027.

DWR has established a total budget of \$492,000 for this project (Exhibit B).

**EXHIBIT A, ATTACHMENT 1
RESOLUTION NO. 2025-01**

Resolution No. 2025-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHAMA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AUTHORIZING THE
FUNDING REQUEST, ACCEPTANCE, AND EXECUTION FOR STREAM GAGE
REACTIVATION PROJECT.**

WHEREAS, the Board of Directors of the Tehama County Flood Control And Water Conservation District (the "Board") proposes to implement the Tehama County Flood Control And Water Conservation District Stream Gage Reactivation Project (the "Stream Gage Reactivation Project"); and

WHEREAS, the Stream Gage Reactivation Project is being implemented to support and improve the stream gage network within the County of Tehama, State of California and is intended to: (1) provide publicly available data on natural surface waters; and (2) provide sound data that accurately informs water management decisions; and

WHEREAS, the Board has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the Board intends to apply for funding from the California Department of Water Resources for the Stream Gage Reactivation Project.

NOW, THEREFORE, BE IT RESOLVED by the the Board of the Tehama County Flood Control And Water Conservation District as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2023, as amended (Stats. 2022, ch. 44, § 25), the Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized and directed to prepare and file a questionnaire for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain funding.
2. The Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized to utilize electronic signatures to execute agreements with the Department of Water Resources and any amendments thereto.
4. The Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain funding.

This resolution shall become operative upon adoption and remain in full force and effect until modified by a subsequent Resolution adopted by the Board.

The foregoing Resolution was offered by Director Nolen, and seconded by Director Walker on 3/10/25 and adopted by the following vote:

AYES: Directors Nolen, Hansen, and Walker

NOES:

ABSENT OR NOT VOTING: Directors Burroughs and Jones

STATE OF CALIFORNIA)

)

COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Flood Control and Conservation District, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisor on the 10th day of March 2025.

Dated: March 10, 2025

SEAN HOUGHTBY, County Clerk and ex-officio
Clerk of the Board of Directors of the Tehama,
County Flood Control and Water Conservation District,
State of California

By: 

Deputy

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
PUBLIC ENTITIES**

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving verbal or written notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted no more often than monthly, in arrears, bearing the contract number.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Undisputed invoices shall be **paid** within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Contract # 4600016349

Exhibit B, Attachment 1

Page 1 of 1

EXHIBIT B, ATTACHMENT 1 COST SHEET

New Stream Gage

| Item | Site ID / Description | Description | Item | Est. Quantity | Unit of Measurement | Unit Price | Total |
|----------------------|-----------------------|------------------------------|--|---------------|---------------------|-------------|--------------|
| 1 | For All 4 Sites | Administration | 2025 | 4 | lump sum | \$1,000.00 | \$4,000 |
| | | | 2026 | 4 | lump sum | \$1,000.00 | \$4,000 |
| | | | 2027 | 4 | lump sum | \$500.00 | \$2,000 |
| Planning | | Site Selection & Design 2025 | 4 | lump sum | \$13,500.00 | \$54,000 | |
| | | 2 | Permitting 2025 | 4 | lump sum | \$15,000.00 | \$60,000 |
| 3 | All 4 sites | Installation | Equipment Procurement, Testing, and Installation | 4 | lump sum | \$40,000.00 | \$160,000 |
| | | Operations / Maintenance | 2025 - 8 Months | 4 | lump sum | \$18,000.00 | \$72,000 |
| | | | 2026 - 12 Months | 4 | lump sum | \$24,000.00 | \$96,000 |
| 4 | | | 2027 - 4 Months | 4 | lump sum | \$10,000.00 | \$40,000 |
| Total Probable Cost: | | | | | | | \$492,000.00 |

EXHIBIT B ATTACHMENT 2 ADDITIONAL COST PROVISIONS

Ineligible costs for reimbursement include:

- A. Costs incurred prior to the execution of the funding agreement.
- B. Purchase of equipment that is not an integral part of the project.
- C. Purchase of supplies that are not an integral part of the project.
- D. Establishing a reserve fund.
- E. Replacement of existing funding sources for ongoing stream gaging stations.
- F. Support of existing punitive regulatory agency requirements and mandates.
- G. Purchase of land (in fee title) in any capacity. Real property rights (access and construction easements) more than the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies.
- H. Payment of principal or interest of existing indebtedness or any interest payments.
- I. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable laws. 5. Program Requirements 11
- J. Any federal or state taxes. Sales tax does apply (is allowed to be reimbursed) as it is distributed to a combination of State, county, and local governments.
- K. Expenses incurred in preparation of the proposal or an application for another program.
- L. Any indirect costs up to 25% of the overall awarded amount. Indirect cost is defined as a cost incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of indirect costs include:
 - i. Central service costs.
 - ii. General administration of the funding recipient.
 - iii. Non-project-specific accounting and personnel services performed within the funding recipient's organization.
 - iv. Depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities.
 - v. Tuition.
 - vi. Conference fees.
 - vii. Generic overhead or markup.
- M. This prohibition applies to the awardee and any subcontract or sub-agreement for work on the funded project that will be reimbursed with program funds from DWR.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR DEPARTMENT OF WATER RESOURCES
(LOCAL PUBLIC ENTITIES - PAYABLES)

1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."

7. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.
9. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: .
10. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
11. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
12. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

**EXHIBIT D, ATTACHMENT 1
RECYCLED CONTENT CERTIFICATION**

To be completed by the vendor/bidder/contractor and returned to:

DEPARTMENT OF WATER RESOURCES
Recycling Coordinator Purchasing Services Office
715 P Street, 7th Floor, Sacramento, CA 95814 FAX: (916) 654-5506

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

| DESCRIPTION Please include item name, brand, and product number | % POSTCONSUMER | RECYCLED MATERIAL TYPE |
|---|----------------|---------------------------|
| | | |
| | | |
| | | |

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the productions, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the minimum content requirements specified in law (see page 2 for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A state agency may waive the certification requirements if the percentage of postconsumer material in the products, materials, good or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or manufacturer or vendor internet website.

Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq.

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

| | | |
|--------------------------------|-------|----------------|
| NAME OF PERSON COMPLETING FORM | TITLE | AGENCY/COMPANY |
|--------------------------------|-------|----------------|

➤ SIGNATURE OF PERSON COMPLETING FORM

DATE

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: **For reuse or refurbished products, there are no minimum content requirements.**

For additional information visit State Agency Buy Recycled Campaign

| Description Product Categories | Minimum Content Requirement |
|---|---|
| Paper Products – Recycled | 30 percent postconsumer fiber, by fiber weight |
| Printing and Writing – Recycled | 30 percent postconsumer fiber, by fiber weight |
| Compost, Co-compost, and Mulch – Recycled | 80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill |
| Glass – Recycled | 10 percent postconsumer, by weight |
| Re-refined Lubricating Oil – Recycled | 70 percent re-refined base oil |
| Plastic – Recycled | 10 percent postconsumer, by weight |
| Printer or duplication cartridges | <ol style="list-style-type: none"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code. |
| Paint – Recycled | 50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted) |
| Antifreeze – Recycled | 70 percent postconsumer material |
| Retreated Tires – Recycled | Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400). |
| Tire – Derived – Recycled | 50 percent post consumer tires |
| Metals – Recycled | 10 percent postconsumer, by weight |

EXHIBIT E ADDITIONAL PROVISIONS

1. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

2. GENAI TECHNOLOGY USE & REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

**EXHIBIT E, ATTACHMENT 1
TRAVEL AND PER DIEM EXPENSES****I. M&IE* Rates for In-State and Out-of-State Travel**

- A. Effective October 1, 2024, the State is adopting the federal standard M&IE rate established by the federal GSA at the time of travel for in-state and out-of-state travel. The State's maximum reimbursement rate for actual in-state (GSA locations) and out-of-state (GSA and DOD locations) M&IE will be up to \$68 per day as follows:

| M&IE Total | Breakfast | Lunch | Dinner | Incidental Expenses | First & Last Day of Travel |
|-----------------------|------------------|--------------|---------------|----------------------------|---------------------------------------|
| Up to \$68 | Up to \$16 | Up to \$19 | Up to \$28 | Up to \$5 | Up to \$51 |

1. **M&IE Total** – Up to the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.
2. **Breakfast, Lunch, Dinner, Incidentals** – M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Separate amounts for meals and incidentals as sometimes meal amounts must be deducted by the appropriate amount when such meals are furnished to the traveler or included in a conference registration, etc. For meals provided, the traveler must deduct the meal cost from the applicable M&IE rate.
3. **First & Last Day of Travel** – Up to the amount received on the first and last day of travel and equals 75% of total M&IE.

II. M&IE Timeframes

- A. Effective October 1, 2024, for travel that occurs on or after October 1, 2024, the State's updated travel timeframes determining allowable reimbursement of M&IE are as follows:

| When travel status is | | Maximum reimbursement for actual expenses is |
|---------------------------------------|------------------------|--|
| More than 12 but less 24 hours | | Up to 75% of the applicable M&IE standard rate for each calendar day in a travel status. |
| 24 hours or more, on | The day of departure | Up to 75% of the applicable M&IE standard rate. |
| | Full days of travel | Up to 100% of the applicable M&IE standard rate. |
| | The last day of travel | Up to 75% of the applicable M&IE standard rate. |
| Travel less than 12 hours | | Not eligible for M&IE reimbursement. |

* Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The employing department may request receipts at any time.

III. Lodging Rates

- A. Effective October 1, 2024, the State is adopting federal standard and non-standard reimbursement lodging rates at time of travel for:
1. GSA (in-state and certain out-of-state locations): The continental United States and Washington, D.C. (CONUS)
 2. DOD (certain out-of-state locations): Non-foreign areas outside of CONUS (Alaska, Hawaii, U.S. Territories and Possessions)
 3. State Department (out-of-country): Foreign areas

IV. Excess Lodging Rate Requests**A. In-State Lodging**

If a traveling employee cannot obtain lodging at or below the applicable federal standard or non-standard in-state lodging rate for their location of travel, then CalHR's existing Excess Lodging process (as provided in CalHR Manual Section 2201) continues to apply:

1. Delegated authority to departments up to \$350 per night.
2. Three comparison quotes from the state's authorized online booking tool for the requested travel dates.

B. Out-of-State and/or Out-of-Country Lodging

If a traveling employee cannot obtain lodging at or below the applicable federal standard or non-standard out-of-state or out-of-country lodging rate for their location of travel, then CalHR's Excess Lodging process, which will be updated in CalHR Manual Section 2201, will apply, as follows:

1. Delegated authority to departments up to \$350 per night.
2. Three comparison quotes from the state's authorized online booking tool for the requested travel dates.

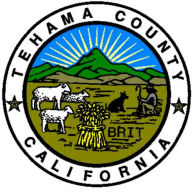
C. Long-Term Travel

Effective October 1, 2024:

1. The State is adopting the federal standard M&IE reimbursement rates for long-term meals, and receipted lodging shall be reimbursed up to the maximum federal standard and non-standard reimbursement rates.
2. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above for short-term travel.

V. U.S. General Services Administration Per Diem Rates for California Daily lodging rates (excluding taxes)

- A. Current rates may be found at U.S. GSA Per Diem Rates for California



Tehama County

Agenda Request Form

File #: 25-1473

Agenda Date: 8/18/2025

Agenda #: 4.

Estimated Funds Required Presentation

Requested Action(s)

Commentary on prioritizing expenditures

Financial Impact:

None until fee inaction

Background Information:

As presented in the July Groundwater Commission meeting, bringing forward first step in fee creation.

Tehama County Groundwater Sustainability Agency Budget Forecast

EXHIBIT "A"
FIVE YEAR TEHAMA GSA BUDGET

| Category | | Add 3% Inflation | | Add 3% Inflation | | Add 3% Inflation | | Comments |
|---|--------------|------------------|--------------|------------------|--------------|------------------|--|----------|
| | Proposed | Proposed | Proposed | Proposed | Proposed | Proposed | | |
| OPERATING EXPENSES | FY26/27 | FY27/28 | FY28/29 | FY29/30 | FY30/31 | | | |
| Legal Services | | | | | | | | |
| General Legal Support | \$55,000 | \$55,000 | \$55,000 | \$55,000 | \$55,000 | | Assumes County Counsel SGMA Compliance Support With Some Outside Counsel in Specialized | |
| Total Legal Services | \$55,000 | \$55,000 | \$55,000 | \$55,000 | \$55,000 | | | |
| Technical Services | | | | | | | | |
| Fee Process | \$7,000 | \$7,000 | \$7,000 | \$7,000 | \$7,000 | | Reflects fee update costs. | |
| Special Studies/Consultant Support | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 | | Project studies, model calibrations, feasibility analysis, related items. | |
| Total Technical Services | \$37,000 | \$37,000 | \$37,000 | \$37,000 | \$37,000 | | | |
| Administrative Services | | | | | | | | |
| Administration and Management (0.75 FTE) | \$160,000 | \$160,000 | \$160,000 | \$160,000 | \$160,000 | | County SGMA Program Manager/Technician Positions | |
| Administrative Support (0.5 FTE) | \$51,000 | \$51,000 | \$51,000 | \$51,000 | \$51,000 | | County SGMA Admin Assistant Support Position | |
| District Overhead | \$32,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 | | offices ,insurance, vehicles, HR etc. | |
| Audits | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | | Covers cost of minimum bi-annual audit requirement for GSA | |
| Outreach Materials/Printing & Copying | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | | Changed to \$1,000 per month | |
| Postage | \$3,000 | \$3,000 | \$3,000 | \$3,000 | \$3,000 | | Prudent to have in budget | |
| Website Development/Maintenance | \$6,000 | \$6,000 | \$6,000 | \$6,000 | \$6,000 | | Necessary as GSP implementation occurs | |
| Financial Services/Bookkeeping | \$12,000 | \$12,000 | \$12,000 | \$12,000 | \$12,000 | | Regular reporting, preparation for audits. | |
| Total Administrative Services | \$289,000.00 | \$289,000.00 | \$289,000.00 | \$289,000.00 | \$289,000.00 | | | |
| OPERATING EXPENSES SUBTOTAL | \$381,000.00 | \$381,000.00 | \$381,000.00 | \$381,000.00 | \$381,000.00 | | | |
| Operating Expenses Reserve (10%) | \$38,000 | \$38,000 | \$38,000 | \$38,000 | \$38,000 | | Prudent to have in budget | |
| TOTAL OPERATING EXPENSES | \$419,000 | \$419,000 | \$419,000 | \$419,000 | \$419,000 | | | |
| SGMA COMPLIANCE EXPENSES | | | | | | | | |
| GSP Annual Monitoring/Reporting | \$225,000 | \$225,000 | \$225,000 | \$225,000 | \$225,000 | | Assumes five (5) AR per year for SGMA compliance. | |
| GSA Sub-basin Coordination | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | | Assumes quarterly GSA communications and coordination with sub-basins during GSP implementation. | |
| GSP Periodic Evaluation/Amendments (@ 5 Yrs.) | \$400,000 | \$400,000 | \$400,000 | \$400,000 | \$400,000 | | Assumes five (5) GSP updates with modeling every five years for SGMA compliance. | |
| Monitoring/Data Management | \$25,000 | \$25,000 | \$25,000 | \$25,000 | \$25,000 | | Assumes annual data upates with expanded monitoring network in A and C subbasins. | |
| GSP Implementation Grant Funding Application | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | | Assumes availability of grant funds for GSP implementation activities. | |
| SGMA COMPLIANCE EXPENSES SUBTOTAL | \$690,000 | \$690,000 | \$690,000 | \$690,000 | \$690,000 | | | |
| SGMA Compliance Expenses Reserve (10%) | \$69,000 | \$69,000 | \$69,000 | \$69,000 | \$69,000 | | | |
| TOTAL SGMA COMPLIANCE EXPENSES | \$759,000 | \$759,000 | \$759,000 | \$759,000 | \$759,000 | | | |
| TOTAL ANNUAL BUDGET | \$1,178,000 | \$1,200,770 | \$1,223,540 | \$1,246,310 | \$1,269,080 | | includes inflation | |

Notes:

Assumes GSA would meet quarterly with Glenn County/Water Commission Coordination.
 Assumes Tehama County FCWCD would support GSA organizational operations including administrative, legal, insurance, and financial services aspects during post-GSP implementation period.
 Assumes Admin/Mgmt. staff costs are based on County's approved 2025 Salary Schedule with 1.7 overhead multiplier to calculate full charge out rates.
 Assumes GSP monitoring and reporting would be handled as an on-going GSP implementation cost with consultant support.
 Assumes Five Year Periodic Evaluations/Amendment updates would be funded over several budget years.
 Assumes on-going grant funding procurement process to secure available State and Federal grants for GSP implementation.

Tehama County Groundwater Sustainability Agency Budget Forecast

EXHIBIT "A"

FIVE YEAR TEHAMA GSA BUDGET - PMA Program Costs

| Category | Proposed FY26/27 | Proposed FY27/28 | Proposed FY28/29 | Proposed FY29/30 | Proposed FY30/31 |
|---------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| PMA EXPENSES | | | | | |
| Demand Management Program | | | | | |
| Admin. Process | \$35,000 | \$35,000 | \$35,000 | \$35,000 | \$35,000 |
| Voluntary Incentive Program | \$433,333 | \$433,333 | \$433,333 | \$433,333 | \$433,333 |
| Total DM Program Costs | \$468,333 | \$468,333 | \$468,333 | \$468,333 | \$468,333 |
| Demand Management Cost Basis | | | | | |
| Total Annual Overdraft (C, LM, RB) | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 |
| Incentive Cost/Ac-Ft | \$200 | \$200 | \$200 | \$200 | \$200 |
| Annual Adjustment Factor (2042) | 7% | 7% | 7% | 7% | 7% |
| Annual Adjustment Factor (50%) | 50% | 50% | 50% | 50% | 50% |
| Total Voluntary Incentive Costs | \$433,333 | \$433,333 | \$433,333 | \$433,333 | \$433,333 |
| Well Mitigation Program | | | | | |
| Admin. Process | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 |
| Well Replacement Costs | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 |
| Total WM Program Costs | \$60,000 | \$60,000 | \$60,000 | \$60,000 | \$60,000 |
| Well Mitigation Cost Basis | | | | | |
| Avg. Cost/Domestic Well Replaced | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 |
| # Wells Replaced/Year | 1 | 1 | 1 | 1 | 1 |
| Total Annual Well Mitigation Costs | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 |
| TOTAL MA EXPENSES | \$528,333.33 | \$528,333.33 | \$528,333.33 | \$528,333.33 | \$528,333.33 |
| Total PA Costs/Water Purchases | | | | | |
| Total Annual Overdraft (C, LM, RB) | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 |
| Project Cost/Ac-Ft | \$400 | \$400 | \$400 | \$400 | \$400 |
| Annual Adjustment Factor (2042) | 7% | 7% | 7% | 7% | 7% |
| Annual Adjustment Factor (50%) | 50% | 50% | 50% | 50% | 50% |
| Total Projects Costs | \$866,667 | \$866,667 | \$866,667 | \$866,667 | \$866,667 |
| TOTAL PMA COSTS | \$1,395,000.00 | \$1,421,000.00 | \$1,447,000.00 | \$1,473,000.00 | \$1,499,000.00 |

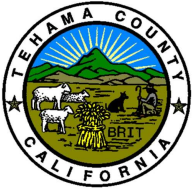
Avg. annual demand management incentive costs.

Total Overdraft
Incentive Per Ac-Ft.
% for 2042 compliance. 14 years x 7% per year
% Overdraft Solution From DM Program

confirmation paid by applicant
Avg. annual well replacement costs.

Source: Avg well replacement cost (Tehama GSA well mitigation program)
Wells planned for replacement. This predicts initial 1mil will cover all but 5 well replacements in first five years

| Subbasin | GSP Overdraft* Estimate to be Addressed by Projects and Management Actions |
|-------------|--|
| Bowman | ~ |
| Red Bluff | (31,800) AFY (~25%) |
| Antelope | ~ |
| Los Molinos | (2,300) AFY (~10%) |
| Corning | (31,200) AFY (~20%) |



Tehama County

Agenda Request Form

File #: 25-1470

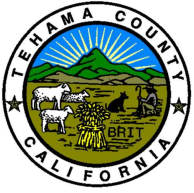
Agenda Date: 8/18/2025

Agenda #: 5.

Flood Related Items

Requested Action(s)

Open discussion for flood related items.



Tehama County

Agenda Request Form

File #: 25-1471

Agenda Date: 8/18/2025

Agenda #: 6.

Updates

Requested Action(s)

Well Mitigation

Recharge

Demand Management