



REQUEST FOR PROPOSALS FOR LEASE OF WATER PUMPING RIGHTS FY 2023-2024

RFP Release Date
Wednesday, June 12, 2024

Proposal Submittal Deadline
5:30 p.m., Tuesday, June 18, 2024

Contact Person:
Bernardo Iniguez, Director of Public Works/Facilities
City of Bell Gardens
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
biniguez@bellgardens.org

**REQUEST FOR PROPOSALS
FOR THE LEASE OF THE CITY OF BELL GARDENS'
WATER PUMPING RIGHTS FOR FISCAL YEAR 2023-2024**

NOTICE IS HEREBY GIVEN the City of Bell Gardens (City) is accepting proposals from water purveyors in the Central Basin for the lease of up to 2,000 acre-feet of groundwater pumping allocation rights with flex for Fiscal Year 2023-2024.

The proposals shall be sealed and marked "**Proposal for Lease of Water Pumping Rights FY 2023-2024**" and include a completed version of "Water Lease Proposal" form.

All submitted proposals will be reviewed and analyzed by City staff and the proposal(s) that best meets the City's needs will be selected for further analysis and negotiation, as deemed necessary or appropriate by the City.

The City reserves the right to award the lease of any portion or all of the above mentioned 2,000 acre feet to any one proposer, or combination of proposers, or reject all proposals.

The successful proposer must execute a lease agreement with City (see attached sample draft agreement). The lease agreement is to be executed within ten (10) days after acceptance and award by the City's City Council. The term of the lease agreement will commence upon execution of the lease agreement by both parties and continue in effect until June 30, 2025.

Each lessee will be required to pay all Water Replenishment District of Southern California assessments imposed on the amount of water production that is leased. The City will inform the Central Basin Watermaster as to the amount of water rights leased and intention of both parties.

Proposals are due no later than Tuesday, June 18, 2024, by 5:30 p.m. and must be submitted electronically via email to: cityclerkdesk@bellgardens.org and copied to: biniguez@bellgardens.org

Questions regarding this Request for Proposals should be directed to Bernardo Iniguez, Director of Public Works/Facilities at biniguez@bellgardens.org or 562-806-7770.

WATER LEASE PROPOSAL

The undersigned hereby submits the following proposal for the lease of the City of Bell Gardens' water pumping allocation rights with flex and acknowledges receipt of the attached lease agreement.

Payment will be due within 30 days after the effective date of the Lease Agreement.

FISCAL YEAR 2023-2024 (Ending June 30, 2024)
Quantity: _____ Acre Feet (maximum of 2,000 Acre Feet with Flex)
Price: \$ _____ Per Acre Feet
Total Amount of Lease: \$ _____

The City reserves the right to award to successful proposers less than the number of acre feet upon which they have bid, a combination of proposers, or reject any or all proposals without cause.

Proposer/Company:

Authorized Representative: _____

Address: _____

Phone Number: _____ Email _____

Signed: _____ Date: _____

DRAFT

WATER RIGHT LICENSE AND AGREEMENT

(Central Basin)

For a valuable consideration, _____(Licensor) hereby grants to _____(Licensee): a license to extract _____ acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 20 ____ and continuing to and including June 30, 20____.

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).
3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.
4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.
5. Licensee's Allowed Pumping Allocation _____ (shall, with flex)(shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgment.

_____ warrants that it has _____ acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said _____ acre-feet during the period of July 1, 20 ____ through June 30, 20____.

This lease may signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated : _____

Licensor : _____

Licensee : _____

Signed By : _____

Signed By : _____

Title : _____

Title : _____