

Wyandotte Creek Groundwater Sustainability Agency Special Board Meeting Agenda

Date: Thursday, October 23, 2025

Time: 2:00 PM

Location: Oroville City Council Chamber,
1735 Montgomery Street, Oroville, CA 95965

No public comments or questions will be taken online.

REQUESTS TO ADDRESS BOARD

If you would like to address the Board at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the Board Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Board in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. Pursuant to Government Code Section 54954.2, the Board is prohibited from taking action except for a brief response from the Board or staff to statements or questions relating to a non-agenda item.

Attend in-person or listen in by one of the methods listed below. The zoom option is for viewing purposes only.

- Zoom Link: <https://zoom.us/j/91028842432?pwd=TVh4SIFHbUhyTG9oeXFnejFWUjEwZz09>
- By Phone: 1-669-900-6833 | Passcode: 17351735
- Zoom Application: Meeting ID: 91028842432 | Passcode: 17351735
- Email comments accepted until 12pm to publiccomment@cityoforoville.org

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

SPECIAL BOARD MEETING AGENDA

October 23, 2025

1. Pledge of Allegiance

2. Roll Call:

3. Consent Agenda

3.1. *Approval of the 09-24-25 Wyandotte Creek GSA Board Meeting Minutes

Requested Action: Approve the Wyandotte Creek GSA meeting minutes.

4. Special Agenda

4.1. *Presentation on Interconnect Surface Waters (ISWs)

The Board will receive a presentation on Interconnected Surface Waters (ISW) within the Wyandotte Creek Subbasin, including an overview of current Sustainable Management Criteria (SMC), data gaps, and Department of Water Resources (DWR) corrective actions. The presentation will summarize results from recent technical work, including model-based stream gain and loss estimates and development of a preliminary ISW monitoring network. The Board will review the proposed ISW representative monitoring sites and the approach and timeline for developing ISW-specific SMCs. **(Report – Becky Fairbanks, SGM Grant Project Manager & Laura Foglia, Larry Walker Associates)**

Requested Action: No action will be taken during this presentation. Board action will occur following the Groundwater Dependent Ecosystems presentation.

4.2. * Presentation on Groundwater Dependent Ecosystems (GDEs)

The Board will receive a presentation on Groundwater Dependent Ecosystems (GDEs) in the Wyandotte Creek Subbasin. The presentation will summarize the updated GDE mapping, results of the depth-to-groundwater and rooting depth analyses, and identification of potential representative monitoring sites. The discussion will also highlight findings from the refined analysis of GDE access to groundwater under varying hydrologic conditions and outline the proposed approach and timeline for developing GDE-specific Sustainable Management Criteria (SMCs). **(Report – Becky Fairbanks, SGM Grant Project Manager & Byron Amerson, Environmental Science Associates)**

Requested Action:

1. Approve the selected ISW and GDE representative monitoring sites.
2. Approve the proposed approach and timeline to develop ISW and GDE Sustainable Management Criteria.

4.3. *Consideration of a Wyandotte Creek Groundwater Sustainability Agency Procurement Policy

At its September 25, 2025 meeting, the Board provided direction to Staff and Legal Counsel to prepare a draft procurement policy for the Wyandotte Creek Groundwater Sustainability Agency (GSA). The draft policy is being presented to the Board for consideration. Adoption of the policy will establish clear procedures for how the GSA procures goods and services,

including Staff contract execution authority and Board oversight thresholds. **(Report – Dillon McGregor, GSA Program Manager; Gavin Ralphs, GSA Legal Counsel)**

Requested Action: Adopt the Wyandotte Creek Groundwater Sustainability Agency Procurement Policy, as presented or as modified by the Board, or provide direction to Staff and Legal Counsel.

4.4. *Formation of Financial and Administrative Systems Ad Hoc Committee

As the Wyandotte Creek Groundwater Sustainability Agency (GSA) continues to progress as an organization, it will be important to determine the financial and administrative systems and processes that best support its long-term operations. To help guide this work, Staff is requesting the formation of an ad hoc committee that can collaborate with Staff and Legal Counsel on evaluating options and providing input. The ad hoc committee would be temporary, expected to serve for roughly nine months, while the GSA refines its approach to financial and administrative management. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Form a Financial and Administrative Systems Ad Hoc Committee or provide direction to staff.

4.5. *Consideration of Contract with Hansford Economic Consulting for Fee Study

At its August 28, 2025 meeting, the Board directed staff to proceed with a new fee study with Hansford Economic Consulting (HEC). The Board will consider approval of a professional services agreement with HEC in the amount of \$104,000 to prepare the fee study. The scope of work includes budget projections, development of fee structure options, stakeholder and community outreach, preparation of a Proposition 26-compliant report to implement a SGMA regulatory fee, and support for Board consideration and adoption. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Waive the competitive procurement process for and approve Professional Services Agreement No. 25-03 with Hansford Economic Consulting in the amount of \$104,000 to prepare a new fee study, or provide direction to staff.

5. Reports and Correspondence

- 5.1. GSA Program Manager Update **(Verbal Report – Dillon McGregor, GSA Program Manager)**
- 5.2. Sustainable Groundwater Management (SGM) Grant Projects Update **(Information Only)**

6. Public Comment – Non-Agenda Items

This is the time for the public to address the Board on items not listed on the agenda. The WC GSA Board is prohibited by State law from taking action on any item presented if it is not listed on the agenda. Comments will be limited to three minutes per person.

7. Adjourn the Meeting

The Wyandotte Creek GSA Board will adjourn to the regular meeting scheduled on **November 20, 2025 at 2:00 p.m.**

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the Board Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

Recordings - All meetings are audio recorded.

*Materials included in Packet

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Wyandotte Creek GSA
308 Nelson Avenue, Oroville, CA 95965
(530) 552-3591
WyandotteGSA@gmail.com

Wyandotte Creek Groundwater Sustainability Agency Special Board Meeting Minutes

Date: Thursday, September 25, 2025
Time: 2:00 PM

Location: Oroville City Council Chamber,
1735 Montgomery St, Oroville, CA 95965

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY **SPECIAL BOARD MEETING MINUTES** **September 25, 2025**

1. Pledge of Allegiance

2. Roll Call:

Board Members Present: Board Members Janet Goodson, Bruce Wristen, Kyle Daley, Vice Chair William Bynum, and Chair Bill Connolly

3. Consent Agenda

3.1. *Approval of the 09-24-25 Wyandotte Creek GSA Board Meeting Minutes

Action: Approve the Wyandotte Creek GSA meeting minutes.

3.2. *Consideration of Amendment No. 2 to Sub-recipient Agreement with Butte County for Grant Administration, Project Management, and Technical Assistance

The Board considered approval of a second amendment to the sub-recipient agreement with Butte County for grant administration, project management, and technical assistance. The amendment modifies the scope of work to add funds for Department staff to support Component 2 and 4 tasks and removes tasks and funds related to securing contractors for monitoring well installation. As a result, the total agreement amount will be reduced by \$532,000, for a new not-to-exceed total of \$1,148,000. All other terms of the agreement remain unchanged.

Action: Approve Amendment to Contract Subrecipient Agreement Between the Wyandotte Creek GSA and Butte County Department of Water and Resource Conservation.

Public Comment(s): None

Motion: Board Member Goodson made a motion to approve the Consent Agenda. Board Member Daley seconded that motion.

The motion passed with the following vote:

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AYES: Board Members Janet Goodson, Bruce Wristen, Kyle Daley, Vice Chair William Bynum, and Chair Bill Connelly

NOES: None

4. Special Agenda

4.1. *Water Quality Update and Sustainable Management Criteria (SMC) Amendments

The Board received an update on water quality in the Wyandotte Creek Subbasin, including the state Department of Water Resources' (DWR) five Recommended Corrective Actions (RCAs) in the Groundwater Sustainability Plan's Determination Letter. In addition, the Board received an update of the proposed changes to the Sustainable Management Criteria (SMC). The presentation summarized the current groundwater quality monitoring network, including recent additions and removals of RMS wells, and how monitoring supports baseline salinity assessments. The Board also reviewed potential impacts of degraded water quality, proposed minimum thresholds (MT) and measurable objectives (MO) for salinity, and the recommended amendments to the Water Quality SMC. **(Report – Laura Foglia and Ryan Fulton, Larry Walker Associates)**

Recommended Amendments to Water Quality SMC:

1. **Amend the Undesirable Results:**

a. An undesirable result occurs when two or 25% (whichever is higher) of measured RMS wells across the entire Wyandotte Creek Subbasin exceed their Minimum Threshold (MT) for two consecutive years.

2. **Amend the Measurable Objective and Minimum Threshold:**

a. Proceed with option 2: BMO program limits. Measurable Objective (MO) set to 700 $\mu\text{S}/\text{cm}$; Minimum Threshold (MT) set to greater of 900 $\mu\text{S}/\text{cm}$ or the measured historical high

Public Comment(s): None

Motion: Board Member Daley made a motion to approve the recommended amendments. Board Member Goodson seconded that motion.

The motion passed with the following vote:

AYES: Board Members Janet Goodson, Bruce Wristen, Kyle Daley, Vice Chair William Bynum, and Chair Bill Connelly

NOES: None

4.2. * Discussion: Discuss Development of a Wyandotte Creek GSA Procurement Policy

The Board discussed the potential development of a Wyandotte Creek Groundwater Sustainability Agency procurement policy. The discussion included consideration of key elements to be addressed in the policy, such as Staff contract execution authority and Board oversight. **(Report – Dillon McGregor, GSA Program Manager)**

Public Comment(s): None

Action: The Board directed Staff and Legal Counsel to develop a Wyandotte Creek GSA procurement policy.

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5. Reports and Correspondence

5.1. GSA Program Manager Update (*Verbal Report – Dillon McGregor, GSA Program Manager*)

The Program Manager provided an update on upcoming agenda topics, including a Financial and Administrative Ad Hoc Committee and a contract with Hansford Economic Consulting to conduct an updated Fee Study. The board accepted as information.

5.2. Sustainable Groundwater Management (SGM) Grant Projects Update (*Information Only*)

6. Public Comment – Non-Agenda Items

This was the time for the public to address the Board on items not listed on the agenda.

Public Comment(s): None

7. Adjourn The Meeting

The meeting was adjourned to a Special Meeting of the Wyandotte Creek GSA Board on **October 23, 2025 at 2:00 pm.**

MEMORANDUM

To: Wyandotte Creek GSA Board of Directors
From: Larry Walker Associates
Date: October 23, 2025
Subject: Interconnected Surface Water

Background

Under the Sustainable Groundwater Management Act (SGMA), depletion of interconnected surface water (ISW) is one of six key sustainability indicators for groundwater agencies to address. The Department of Water Resources (DWR) defines ISW as “surface water that is hydrologically connected at any point by a continuous saturated zone to the underlying aquifer and the overlying surface water is not completely depleted”. In practice, this refers to places where groundwater and surface water systems directly influence one another, such as streams and rivers that depend on groundwater to sustain their flows.

In the Wyandotte Creek 2022 Groundwater Sustainability Plan (GSP), the GSA acknowledged the need to monitor ISW. However, because shallow groundwater data were limited, the GSP could not establish Sustainable Management Criteria (SMC) specific to ISW depletion. Instead, groundwater level SMC were used as a proxy. In DWR’s review of the GSP, they provide the following recommended corrective actions to address in the 5-year Periodic Evaluation due in 2027:

1. Consider utilizing the interconnected surface water guidance when issued by the Department to establish MTs/Mos/etc.
2. Continue to fill data gaps, collect additional monitoring data, and implement the current strategy to manage depletions of interconnected surface water and define segments of interconnectivity and timing.
3. Clarify the groundwater level monitoring sites that will be used for the evaluation of depletions of interconnected surface water and provide site-specific information.

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4. Prioritize collaborating and coordinating with local, state, and federal regulatory agencies as well as interested parties to better understand the full suite of beneficial uses and users that may be impacted by pumping induced surface water depletion within the GSA's jurisdictional area.

The LWA team has been working to address the DWR's comments listed above by assembling a robust monitoring network for ISW, incorporating new data in preparation for the Periodic Evaluation, and utilizing updated stream depletion estimates from the Butte Basin Groundwater Model (BBGM). Strengthening the monitoring network is a critical first step, and the following section describes both the existing wells and the proposed additions that will provide the data needed for ISW evaluation.

ISW Monitoring Network

A thorough review of the groundwater level monitoring network was conducted in 2024 to categorize the Subbasin's monitoring wells into three categories: shallow wells that observe water table conditions, deep wells that observe the deeper principal aquifer, and wells that observe a combination of conditions in both the water table and deeper aquifer. Through the analysis, 8 shallow wells were identified, 5 of which are representative monitoring site (RMS) wells described in the GSP. As a result, a preliminary ISW monitoring network using the Subbasin's existing infrastructure was assembled as shown in the attached PowerPoint Presentation.

In addition to the existing shallow wells, locations for 15 new shallow wells and 5 new stream gages have been selected for drilling in early 2026. Locations for these wells were selected to:

- Better monitor surface bodies with known connections to the water table, such as the Feather River and Honcut Creek.
- Observe interactions between the water table and groundwater dependent ecosystems (GDEs).
- Assess benefits of SGMA project implementation in critical watersheds, such as Wyman Ravine.

The complete, proposed monitoring network, showing the 8 existing shallow wells, 15 new shallow wells, and stream gages, is shown in Figure 1.

Approach for ISW Sustainable Management Criteria

Minimum Thresholds (MTs), Measurable Objectives (MOs), and Undesirable Results must be quantified so that the GSA can properly manage depletions of ISW using the new ISW monitoring network. While the Wyandotte Creek GSP uses groundwater level SMC as a proxy for managing ISW depletion, precedent for establishing ISW depletion SMC has been set by neighboring Subbasins. The Butte Subbasin, for example, set their

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groundwater level MTs to the observed historical low groundwater level measurements during drought and drought recovery periods. Both the North Yuba and Sutter Subbasins factor historical low measurements into the SMC for groundwater levels, as well.

For Wyandotte Creek, MTs and MOs should be defined for all eight (8) existing shallow wells, since they all have a record of quality data that predates the passing of SGMA in 2014. The LWA team proposes that the MT for each shallow RMS well be set to the upper threshold of:

- MT to be protective of interconnected surface water set as the historical low groundwater elevation minus an acceptable buffer (e.g. 15 feet),
- MT to be protective of groundwater dependent ecosystems (see GDE presentation),
or
- MT to be protective of domestic wells (presentation in November 2025).

MTs for ISWs and GDEs will only be determined for RMS locations near those beneficial users and uses. There are three (3) existing shallow wells near ISW and GDE that are proposed RMS locations. The number of locations is subject to change prior to submittal of the PE / PA due to planned well inspections. Additional RMS locations may be added during the next five-year periodic evaluation in 2032. MTs for wells further away from ISW / GDE will be based strictly on risks to domestic wells.

Wyandotte Creek GSA Advisory Committee (WAC) & Public Comments

The WAC made the following recommendations at their October 2, 2025, meeting:

- Proceed with the selected ISW / GDE representative monitoring sites
- Proceed with the proposed approach and timeline to develop ISW Sustainable Management Criteria

Next Steps and Requested Board Approvals

Together, these steps—building the monitoring network and defining SMC—position the GSA to meet DWR’s requirements in the 2027 Periodic Evaluation. Input from the Board will help refine this approach before final approvals move forward and will be requested at the November 2025 Board meeting.

GSA staff / consultant team are requesting Board approval on the following items:

- Approve the selected ISW representative monitoring sites

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- Approve the proposed approach and timeline to develop ISW Sustainable Management Criteria

Attachment: PowerPoint Presentation to be presented.

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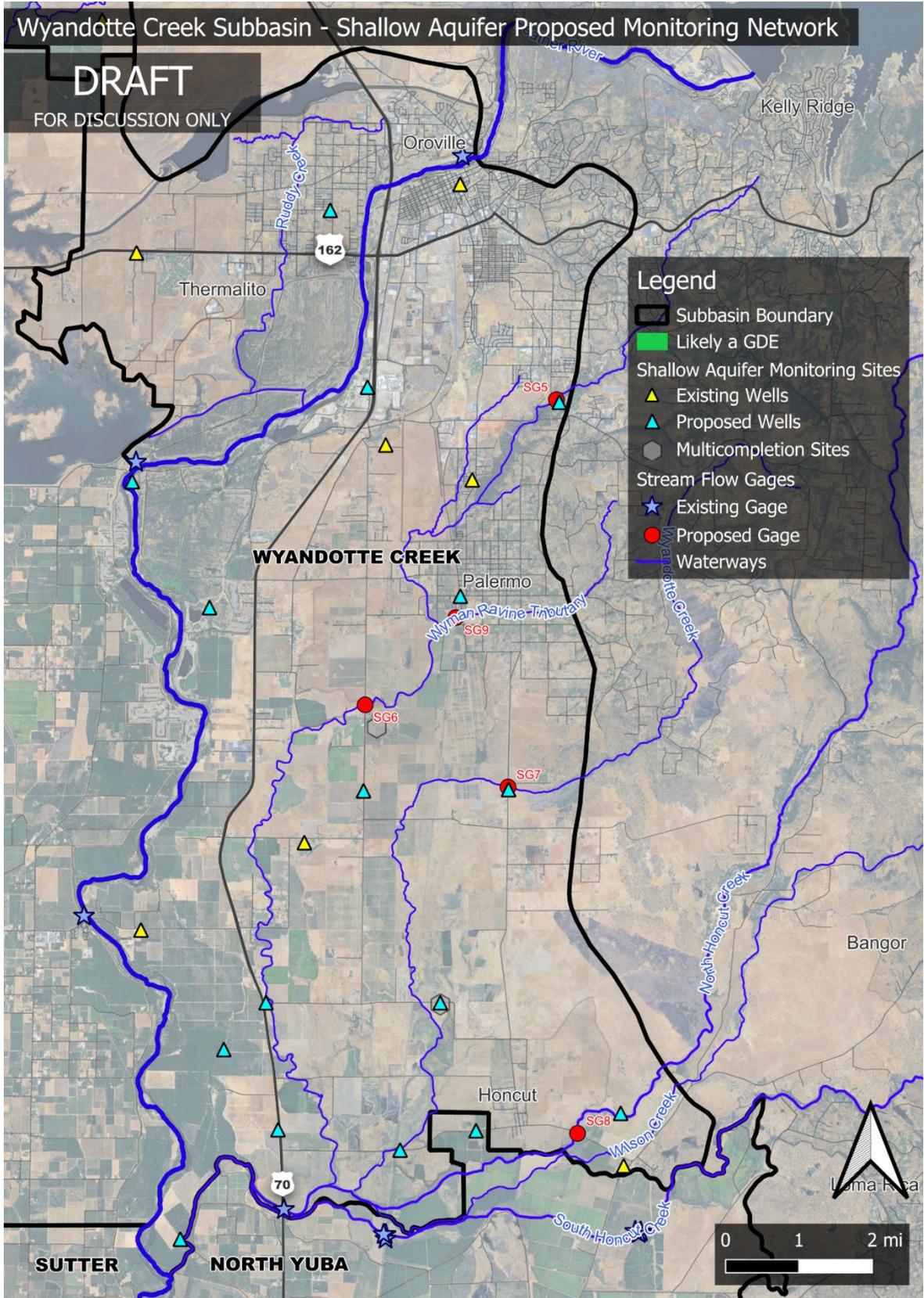


Figure 1: Proposed shallow aquifer monitoring network map.

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Interconnected Surface Water (ISW)

Prepared by

The LWA Team in coordination with the Wyandotte Creek GSA

Funding provided by the California Department of Water Resources

October 23, 2025



**Luhdorff &
Scalmanini**
Consulting Engineers



CALIFORNIA
STATE UNIVERSITY, CHICO

Wyandotte Creek
GROUNDWATER SUSTAINABILITY
AGENCY



LWA
LARRY WALKER
ASSOCIATES
science | policy | solutions

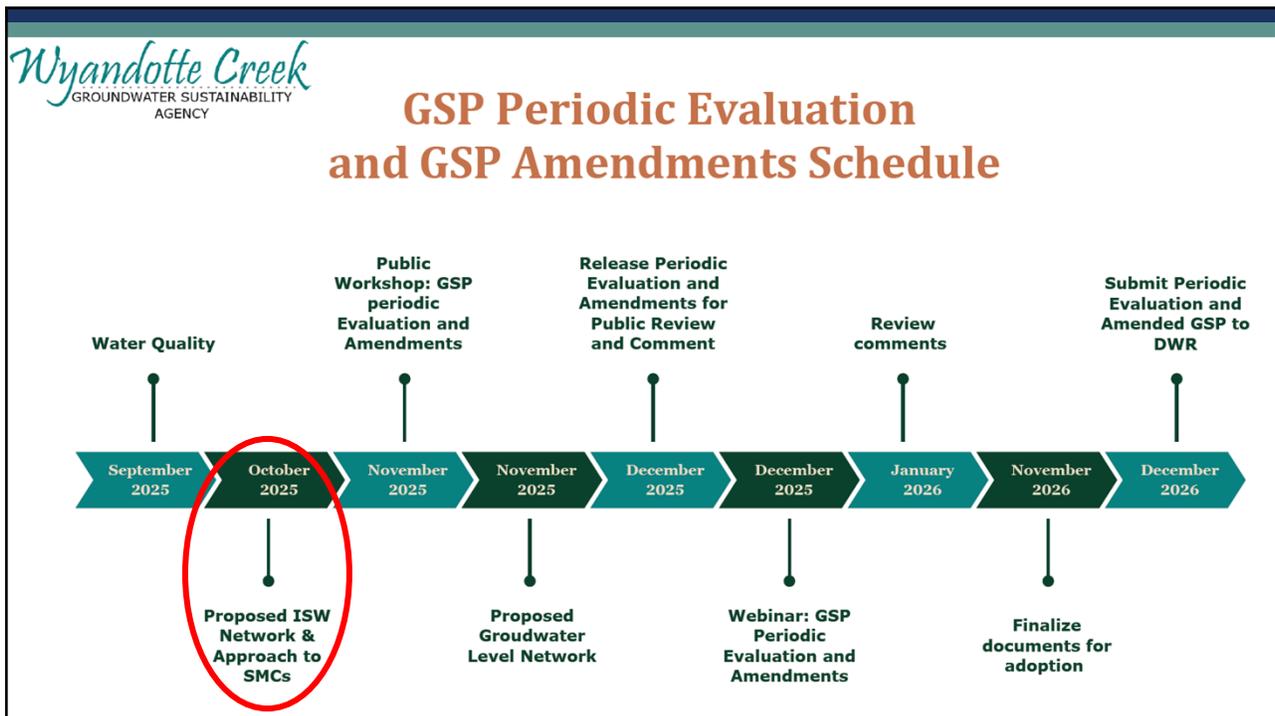
Today's Objectives

- Approve the selected ISW / GDE representative monitoring sites (RMS)
- Approve the proposed approach and timeline to develop ISW Sustainable Management Criteria (SMC)
- Board members and the public are encouraged to provide input to GSA staff / consulting team

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Agenda

1. What is Interconnected Surface Water (ISW)
2. Current Sustainable Management Criteria (SMC)
3. What needs to change and why
 - o Data Gaps
 - o DWR's Recommended Corrective Actions
4. Proposed Amendments
5. Completed Work
6. Next Steps



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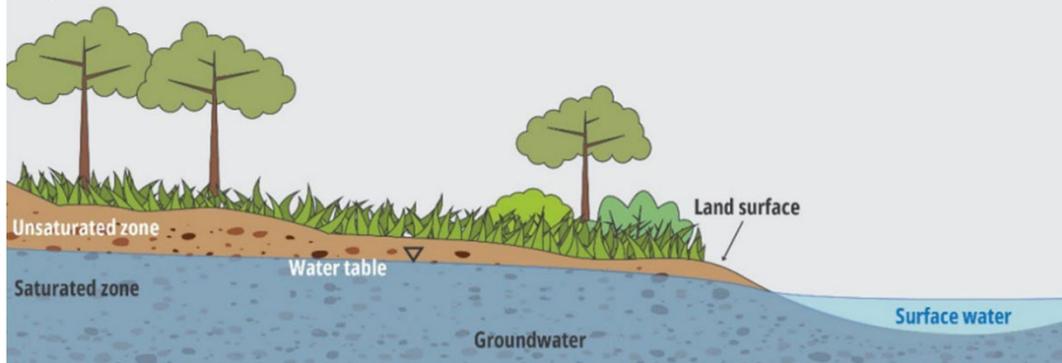
SGMA Sustainability Indicators

 Lowering GW Levels	 Reduction of Storage	 Seawater Intrusion	 Degraded Quality	 Land Subsidence	 Surface Water Depletion
<ul style="list-style-type: none"> Groundwater Elevation 	<ul style="list-style-type: none"> Extraction Volume 	<ul style="list-style-type: none"> Chloride concentration isocontour 	<ul style="list-style-type: none"> Migration of Plumes Number of supply wells Volume Location of isocontour 	<ul style="list-style-type: none"> Rate and Extent of Land Subsidence 	<ul style="list-style-type: none"> Volume or rate of surface water depletion

What is ISW?

According to DWR:

“Interconnected surface water refers to surface water that is hydrologically connected at any point by a continuous saturated zone to the underlying aquifer and the overlying surface water is not completely depleted.”



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Types of ISW

1. Surface water body gains water from groundwater (*i.e.*, a gaining stream)
2. Surface water body loses water to groundwater (*i.e.*, a losing stream)
3. Both gains and loses, depending on time and/or location

❖ Note: a surface water body that is not connected to the water table is not classified as ISW

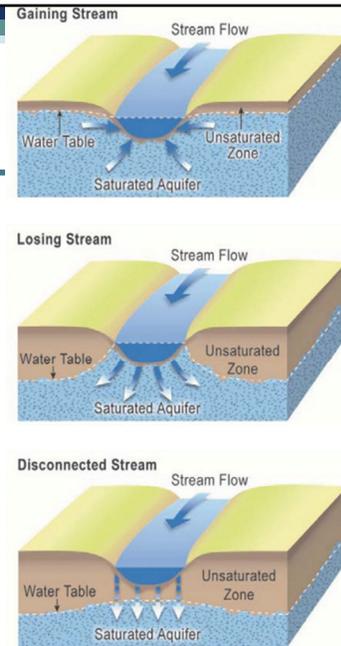


Figure 2 – Gaining, Losing, and Disconnected Streams

Current Sustainable Management Criteria (SMC)

- **Undesirable Results** – depletion of surface water flows caused by groundwater pumping significantly and unreasonably impacts beneficial uses of surface water
- **Measurable Objective (MO)** – use groundwater level MO as a proxy
- **Interim Milestone (IM)** – use groundwater level IMs as a proxy
- **Minimum Threshold (MT)** – use groundwater level MT as a proxy

*Groundwater level MTs are set to reduce risks to domestic wells, not stream depletions! The Plan identifies this as a data gap that needs to be addressed

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ISW Sustainable Management Criteria

Interconnected Surface Water (ISW) specific SMC were not set in the GSP due to data gaps (App. 1-E, GSP sections 3.8, 4.6.1). MTs are set to reduce risks to domestic wells not stream depletions.

- GSP states GSAs will evaluate the development of additional SMC, as appropriate, for specific stream reaches and associated habitat where there is a clear connection to groundwater pumping in the principal aquifer.
- ISW Monitoring Framework (GSP Section 3.8.2) outlines the data needed to address the data gap

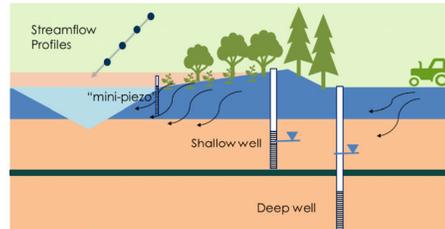


Figure 3-7: Illustration of Monitoring Points Needed to Develop Sustainability Management Criteria for Interconnected Surface Waters

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DWR Corrective Actions for Surface Water Depletions

1. Consider utilizing the interconnected surface water guidance when issued by the Department to establish MTs/MOs/MAs.
2. Continue to fill data gaps, collect additional monitoring data, and implement the current strategy to manage depletions of interconnected surface water and define segments of interconnectivity and timing.
3. Prioritize collaborating and coordinating with local, state, and federal regulatory agencies as well as interested parties to better understand the full suite of beneficial uses and users that may be impacted by pumping induced surface water depletion within the GSA's jurisdictional area.
4. Clarify the groundwater level monitoring sites that will be used for the evaluation of depletions of interconnected surface water and provide site-specific information.

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ISW and GDEs – Proposed Amendments

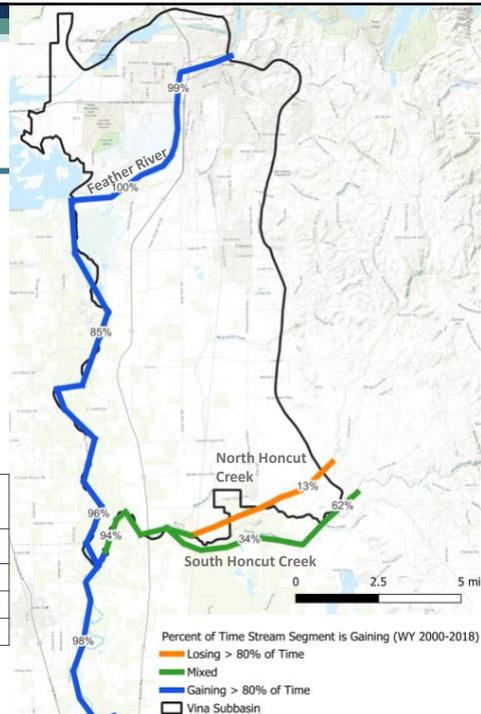
DWR's Recommended Corrective Action	Proposed Amendments
1.) Consider utilizing the interconnected surface water guidance when issued by the Department to establish MTs/MOs/MAs.	<ul style="list-style-type: none"> Discuss how DWR guidance supported ISW approach.
2.) Continue to fill data gaps, collect additional monitoring data, and implement the current strategy to manage depletions of interconnected surface water and define segments of interconnectivity and timing.	<ul style="list-style-type: none"> Incorporate new data! <ul style="list-style-type: none"> Update GSP Sections 3.8 ISW SMC & 4.6 ISW Monitoring Network Update GSP Sections 3.3 GW Levels SMC & 4.2 GW Level Monitoring Incorporate results from the Butte Basin Groundwater Model Updated Groundwater Dependent Ecosystem delineations
3.) Clarify the groundwater level monitoring sites that will be used for the evaluation of depletions of interconnected surface water and provide site-specific information.	<ul style="list-style-type: none"> Use groundwater levels from shallow monitoring network as proxy to set SMCs for stream depletions.
4.) Prioritize collaborating and coordinating with local, state, and federal regulatory agencies as well as interested parties to better understand the full suite of beneficial uses and users that may be impacted by pumping induced surface water depletion within the GSA's jurisdictional area.	<ul style="list-style-type: none"> Discuss ongoing collaborations with The Nature Conservancy, other environmental organizations, and local stakeholders.

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ISW Depletion Estimates

- Estimates of stream/gains losses were derived from the updated Butte Basin Groundwater Model (BBGM)
 - Feather River = Gaining
 - North Honcut Creek = Mostly Losing
 - South Honcut Creek = Mostly Gaining (from rice fields and irrigation water)

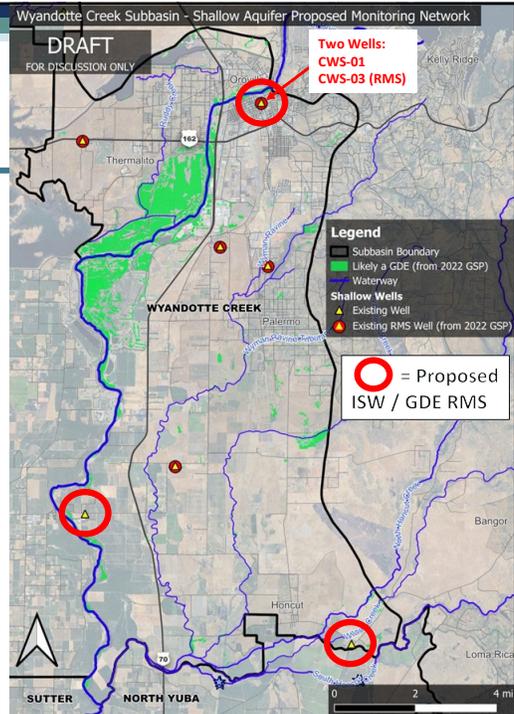
Stream	Monthly Gains From Groundwater (CFS)												Average
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Feather River	36	41	56	73	54	71	57	51	30	22	25	27	45
North Honcut Creek	-1	-1	-2	-1	-1	0	1	0	0	0	0	0	0
South Honcut Creek	0	0	0	2	2	3	3	2	1	0	0	0	1
Total	35	40	55	74	55	74	61	54	30	21	24	26	46



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Preliminary ISW / GDE Monitoring Network

- Classified wells in existing monitoring network into:
 - Shallow wells – observing water table conditions
 - Deep wells – observing the deeper aquifer
 - Both – observing both the water table and deeper aquifer
- Existing Shallow Wells with Historical Data:
 - 8 wells within the Subbasin
 - 5 RMS wells in the 2022 GSP are shallow
 - 3 Proposed ISW / GDE RMS



Proposed ISW SMC Approach and Timeline

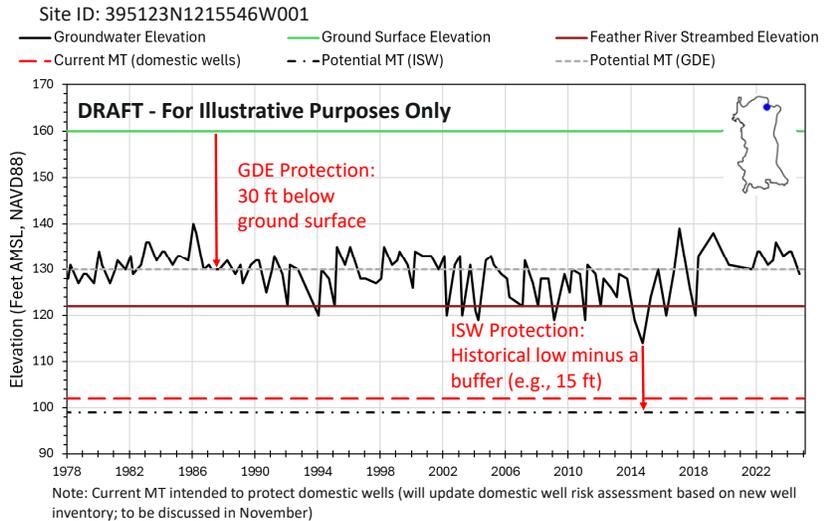
- Goal: To develop SMC preventing significant and unreasonable surface water depletion caused by groundwater pumping
- Timeline:
 - **March 2026:** Set SMC for preliminary ISW RMS based on historical low groundwater elevation minus an acceptable buffer (e.g., 15 feet)
 - **January 2027:** Submit Periodic Evaluation & Plan Amendments with preliminary SMC
 - **March 2026 thru January 2032:** Collect additional data from expanded monitoring network and calibrate stream depletion estimates using local and regional hydrologic models
 - **January 2032:** Update ISW SMC based on stream depletion estimates as needed

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Minimum Thresholds (MTs)

Set MTs to be protective of all beneficial uses and users of groundwater:

- ISWs
- GDEs
- Domestic Wells



Next Steps

- Develop Sustainable Management Criteria (SMC) for ISW and GDE based on the following:
 - Newly established shallow monitoring network (e.g., shallow wells and stream gages)
 - Additional refinement of Groundwater Dependent Ecosystems (GDEs) based on current analysis
- Drill new shallow wells to expand ISW monitoring network

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WAC Recommendations / Public Input Summary

- The WAC made the following recommendations at their October 2, 2025, meeting:
 - Proceed with the selected ISW / GDE representative monitoring sites
 - Proceed with the proposed approach and timeline to develop ISW Sustainable Management Criteria
- Public Comments:
 - DWR was very supportive of removing potential GDEs identified in the NCCAG database if determined technically defensible (e.g., based on groundwater levels / rooting depths, proximity to surface water supplies, etc.)
 - Perform GDE isotope studies to characterize available water sources as funding allows

Requested Board Approvals (to be considered after the GDE presentation)

- Approve the selected ISW / GDE representative monitoring sites (RMS)
- Approve the proposed approach and timeline to develop ISW / GDE Sustainable Management Criteria (SMC)

(Board discussion, questions, and comments are welcome at this time. Formal action will be requested following the GDE presentation.)

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A rectangular frame with a black border. At the top, there are three horizontal bars: a dark blue bar, a teal bar, and a light blue bar. Below these bars, a single teal horizontal line spans across the width of the frame. In the center of the frame, the word "Discussion" is written in a black, sans-serif font.

MEMORANDUM

To: Wyandotte Creek GSA Board of Directors
From: Environmental Science Associates
Date: October 23, 2025
Subject: Groundwater Dependent Ecosystems

Background

The Wyandotte Creek Groundwater Sustainability Plan (GSP) provides the framework for managing groundwater sustainably through 2042 and beyond. Its goal is to ensure that all beneficial users — including domestic, municipal, agricultural, and environmental — have reliable water of adequate quality and quantity. As required by SGMA, the GSP assigns Sustainable Management Criteria (SMC) to six sustainability indicators. This memo focuses on one of those areas: groundwater dependent ecosystems (GDEs), which were identified as having significant data gaps that must be addressed.

Groundwater Dependent Ecosystems

As discussed above, SGMA requires GSAs to identify and consider the interests and impacts of the environmental users of groundwater, including groundwater dependent ecosystems (GDEs). GDEs are defined by the State of California as “ecological communities of species [plants, animals, and natural communities] that depend on [to meet some or all their water needs] groundwater emerging from aquifers or on groundwater occurring near the ground surface” (23 CCR § 351(m)). In short, these are habitats and species that rely on groundwater to survive.

GDEs are incredibly diverse (e.g., riparian forests, rivers, and oak woodlands) and often host rare and endemic species, such as the giant garter snake or green sturgeon to name a few characteristic species known to occur in the Wyandotte Subbasin. Many of these species are protected under state and federal endangered species act. Moreover, a key goal of SGMA is to prevent depletion of interconnected surface water (ISW) that have significant and unreasonable reductions on beneficial uses and users of surface water (e.g., insufficient water for aquatic species, GDEs). For example, GDEs are closely tied to ISW because many ecosystems depend on

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groundwater-fed streams and rivers. If pumping reduces streamflows, it can harm fish, wildlife, and other species that make up GDEs

Data Gaps

Surface water depletion and GDEs were identified by the GSA in the GSP and by the California Department of Water Resources (DWR) in their “Statement of Findings Regarding the Approval of the Sacramento Valley Basin – Wyandotte Creek Subbasin Groundwater Sustainability Plan” (Statement of Findings hereafter) as having data gaps, including a lack of sufficient data to analyze interaction of streams and pumping within the primary aquifer system and associated impacts on GDEs, uncertainty regarding the distribution of the GDEs and shallow groundwater conditions in the subbasin, and uncertainty regarding the baseline condition and ecological value of subbasin’s GDEs, and the susceptibility of the GDEs to changing groundwater levels.

In both the Wyandotte Creek Groundwater Sustainability Plan (GSP) and the Department of Water Resources’ “Statement of Findings Regarding the Approval of the Sacramento Valley Basin – Wyandotte Creek Subbasin Groundwater Sustainability Plan,” surface water depletion and GDEs were identified as areas with significant data gaps. These include:

- Limited data to analyze how pumping and streamflows interact within the primary aquifer system and the impacts on GDEs
- Uncertainty about the location and distribution of GDEs and shallow groundwater conditions in the Subbasin
- Limited information on the baseline condition and ecological value of GDEs in the Subbasin
- Uncertainty about how sensitive GDEs are to changes in groundwater levels

Groundwater Dependent Ecosystem Desktop Analysis

To address the data gaps identified by DWR in the Statement of Findings a desktop analysis is underway. This analysis brings together hydrologic, hydrogeologic, physical, and ecological datasets to better understand the baseline condition and ecological value of the subbasin’s GDEs and how sensitive they may be to changes in the groundwater levels. The goals are to create more accurate maps of potential GDEs, which the GSA will use for SGMA compliance as well as for long-term monitoring and management. Ultimately, the purpose of the ongoing work is to select representative GDEs for future long term GDE monitoring. These monitoring sites will support the refinement of Sustainable Management Criteria (SMCs) and help ensure that management actions avoid significant and unreasonable impacts on GDEs. The following analyses have been completed to date:

Characterize groundwater conditions in the Shallow Aquifer Zone. Larry Walker and Associates (LWA) created detailed maps showing groundwater levels across the region using data from monitoring wells collected between 2000 and 2025. They produced seasonal maps that show where the groundwater sits during spring and fall of each year, creating a comprehensive picture of how these levels change over time. By combining this groundwater information with precise land surface elevation data from 2018 LiDAR surveys, LWA calculated the depth to groundwater (DTG) – essentially how deep water is below the ground surface far down – for each season across 25 years. This resulted in a detailed map showing DTG patterns throughout the basin, which were then used to analyze how close groundwater comes to the surface in areas where groundwater dependent ecosystems (GDEs) might exist.

AGENDA ITEM 4.2

Refine GDE mapping. We identified the central locations of potential GDE areas within Wyandotte Subbasin using an existing database of natural plant communities that typically rely on groundwater. We then overlaid these locations onto the DTG maps to track how groundwater depths varied over time at each potential GDE site.

Together, these two steps link groundwater data with ecological information. By first developing a detailed picture of groundwater conditions in the shallow aquifer and then overlaying that information with the mapped locations of potential GDEs, the analysis shows where ecosystems are likely to rely on groundwater, where they are not, and where uncertainty remains. This connection is critical for deciding which areas should be prioritized for further study and monitoring

To test this connection, the evaluated rooting depths of groundwater-dependent vegetation from the Nature Conservancy's "Plant Rooting Depth Database."² Groundwater levels were compared against rooting depths to determine whether vegetation could reliably access groundwater. GDEs with evidence supporting that groundwater levels are always outside the range accessible to vegetation were preliminarily identified as "Not likely a GDE" (no access to groundwater and would not require consideration under SGMA as part of groundwater management), while polygons with evidence supporting that groundwater levels are within the range accessible to vegetation were preliminarily identified as "likely a GDE"¹.

Separately, a second analysis was conducted using a proposed depth to groundwater threshold of 13 ft. derived from Rhode et al. (2024)², who developed a relationship between DTG and vegetation health to establish a protective threshold. This analysis compared groundwater levels to the 13-foot threshold to distinguish between GDEs with persistent groundwater levels that theoretically maintain healthy conditions versus those where groundwater levels may lead to more stressful conditions.

Together, these two methods provide complementary perspectives.

The rooting depth analysis focuses on whether groundwater levels fall within the range that specific plant species can access, while the 13-foot threshold offers a broader, protective benchmark across vegetation types. Comparing results from both approaches helps identify areas that are clearly groundwater dependent, areas that are clearly not, and areas where uncertainty remains.

As a basis of comparison DTG was evaluated for the 90th percentile groundwater elevation (the elevation met or exceeded 90 percent of the time at each GDE during the period of record), the fall season for 2015 (the year SGMA came into effect), and 2021 (the lowest water year on record since 2000).³ These groundwater elevations were selected as basis for comparison because they represent typical, dry, and extremely dry conditions, respectively. GDEs where DTG was greater than or equal to rooting depths are likely potential GDEs whereas those where DTG is greater than rooting depth are not likely GDEs. While this preliminary analysis provides a general sense of GDE classification, final classifications have not yet been assigned pending selection of the final

¹ Thresholds of certainty will be defined in coordination with the GSA but is envisioned to include situations where 1:1 vegetation mapping to rooting depth relationships are not available or otherwise unclear, where groundwater depths are close to maximum rooting depths (e.g., within 10 percent), and where uncertainty in interpolated groundwater depths is within or close to maximum rooting depths.

² Rhode, M.M. et al. (2024). Establishing ecological thresholds and targets for groundwater management. *Nature Water*. <https://doi.org/10.1038/s44221-024-00221-w>

³ The 90th percentile represents an estimate for the frequency of a given groundwater level being observed.

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groundwater elevation thresholds based on recent studies. Ultimately, this analysis will provide an updated GDE geospatial dataset that better reflects the accuracy of hydrologic connectivity and groundwater dependency, addressing data gaps established in the Statement of Findings.

GDE center points where vegetation rooting depths or groundwater levels were subject to a high degree of uncertainty were conservatively classified as "uncertain". While this preliminary analysis provides a general sense of GDE classification, final classifications have not yet been assigned pending selection of the appropriate groundwater elevation threshold. Ultimately, this analysis will provide an updated GDE geospatial dataset that better reflects the accuracy of hydrologic connectivity and groundwater dependency, addressing data gaps established in the Statement of Findings.

Summary of Findings

The rooting zone threshold analysis showed that DTG results were comparable for the 90th percentile and 2015 groundwater elevations. DTG was generally within the rooting zone for potential GDEs along the Feather River and along the lower several miles of Honcut Creek and Wyandotte Creek. Moving eastward, a north-south boundary line traverses the south-central part of the Subbasin where DTG begins to exceed rooting depths of potential GDEs. Most potential GDEs east of this boundary had DTG deeper than the rooting depth threshold. This north-south boundary corresponds to increasing landscape elevation toward the eastern foothills, where the regional groundwater table begins to separate from the land surface, consistent with the geological setting.

Under 2021 groundwater conditions (the lowest water year on record since 2000), for either threshold evaluated most potential GDEs east of the Feather River had DTG values exceeding the rooting depth threshold, indicating potentially widespread stress conditions for potential GDEs during drought years.

The Rhode et al. (2024) 13-foot threshold analysis yielded generally similar geographic patterns to the rooting depth threshold analysis, though with some important differences. Overall, the 13-foot threshold is less conservative than the rooting depth analysis because it extends below the rooting depth threshold of willows, resulting in more willow-dominated areas meeting the threshold for a given groundwater elevation. Conversely, the 13-foot threshold caused some potential GDEs dominated by oaks to not meet the threshold, as it is shallower than the deeper rooting depth typical for oaks. This reflects the 13-foot threshold being a generally protective threshold based on an average of many vegetation types across the broad selection of GDEs throughout California used in the Rhode et al. analysis.

Preliminarily, GDEs along the Feather River and along the lower several miles of Honcut Creek and Wyandotte Creek are likely GDEs, whereas those east of the north-south boundary line are likely not GDEs. Potential GDEs located along the north-south boundary represent likely GDEs that are subject to possible undesirable results due to either management actions or environmental conditions. These boundary GDEs are particularly sensitive because they span the region where changes in groundwater elevation approach the DTG threshold, meaning small changes in elevation may cause groundwater depth to drop below the rooting zone.

The potential GDEs along the north-south boundary should be prioritized when developing a groundwater monitoring network, given their heightened sensitivity to management actions. Therefore, the field team will visit a subset of these potential GDEs to confirm the species present and assess their current condition. Selecting a subset of these sensitive potential GDEs near existing or proposed monitoring wells will provide a foundation for monitoring how GSA management actions affect the beneficial users represented by GDEs.

AGENDA ITEM 4.2

Attachment: PowerPoint Presentation to be presented.

Groundwater Dependent Ecosystems

Prepared by

The LWA Team in coordination with the Wyandotte Creek GSA

Funding provided by the California Department of Water Resources

October 23, 2025



**Luhdorff &
Scalmanini**
Consulting Engineers



CALIFORNIA
STATE UNIVERSITY, CHICO

Wyandotte Creek
GROUNDWATER SUSTAINABILITY
AGENCY



LWA
LARRY WALKER
ASSOCIATES
science | policy | solutions

Agenda

- What is a groundwater dependent ecosystem (GDE)?
- Why do we need to identify and map GDEs?
- What's currently in the GSP?
- How do we identify GDEs?
- Results
- Next Steps

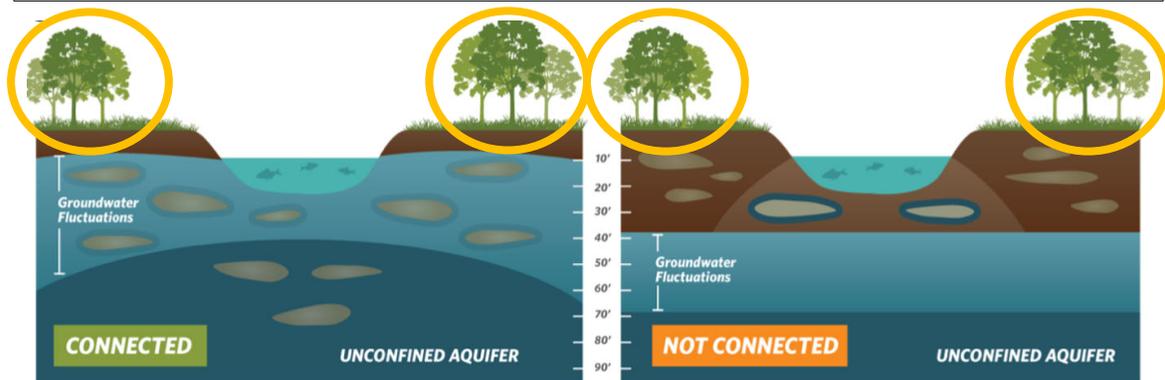
AGENDA ITEM 4.2

Purpose

- Preliminary GDEs were mapped for the 2022 GSP.
- DWR asked for refinements
- Therefore, we are updating the GDE mapping to fill data gaps
- The goal is to identify representative sites for long-term monitoring.

What is a Groundwater Dependent Ecosystem?

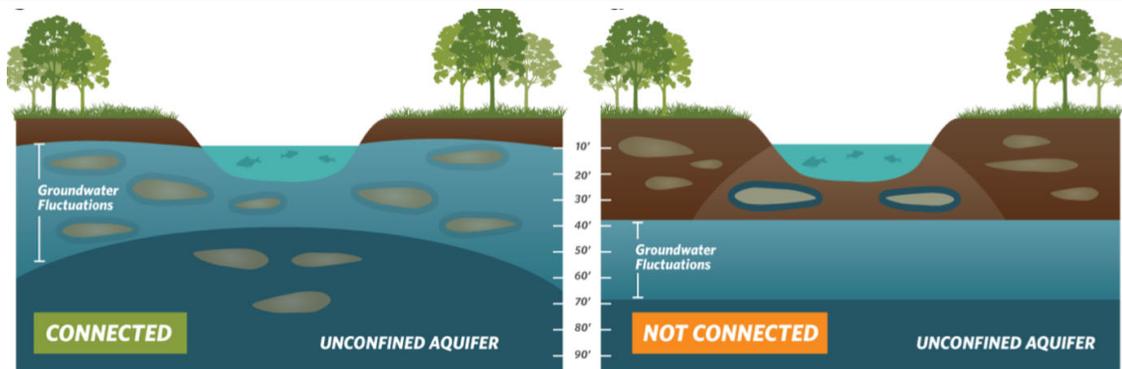
GDEs are specifically defined under SGMA as “ecological communities of species that depend on groundwater emerging from aquifers or on groundwater occurring near the ground surface” (23 CCR § 351(m)).



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Is it a GDE?

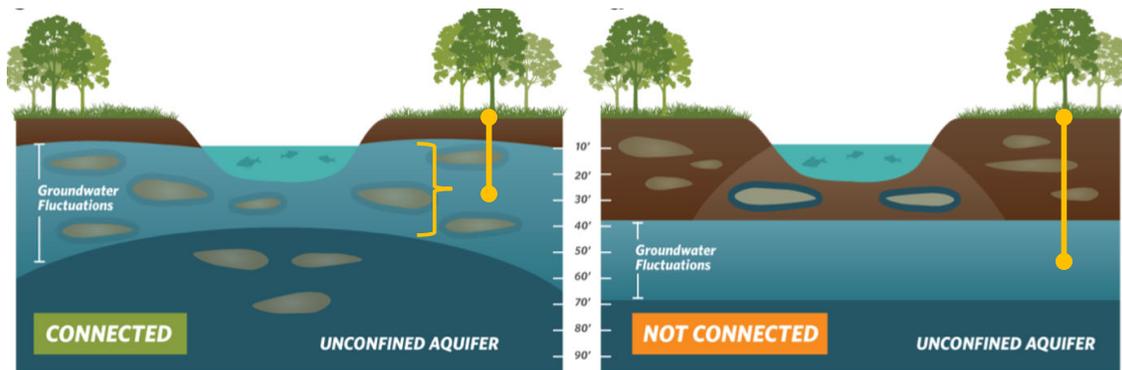
We need an objective, repeatable measure to determine if a particular vegetation patch is a GDE.



Is it a GDE? If plants can regularly access GW, likely a GDE

Besides vegetation type there are two key measures:

- Depth to groundwater (DTG)
- Plant rooting depth



GW elevation benchmark?

What groundwater elevation is the basis for comparison? We used:

- Frequently observed (90% percent of the time since 2000)
- 2015 (2nd lowest GW elevation since 2000)
- 2021 (Historical low GW elevation since 2000)

These three benchmarks are important because they represent typical, dry, and extreme dry conditions. Combined with **rooting depth** we have a basis of comparison for DTG at each GDE for different conditions.

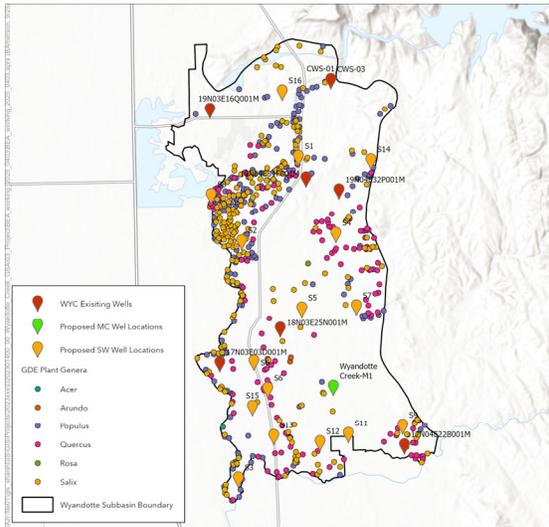
Overall approach

As a preliminary step we calculated DTG for each potential GDE for 90th percentile, 2015, and 2021 groundwater elevations and compared them to plant **rooting depth** by species (Cottonwood: ~10 ft, Willow: ~5 ft, Oak: ~27 ft).

Is it a GDE?

- If the DTG for a potential GDE is less than or equal to the rooting depth threshold it is a likely GDE. Otherwise, the ecosystem depends on a different source of water.
- In the latter case, the ecosystem would not require consideration under SGMA as part of GW management.

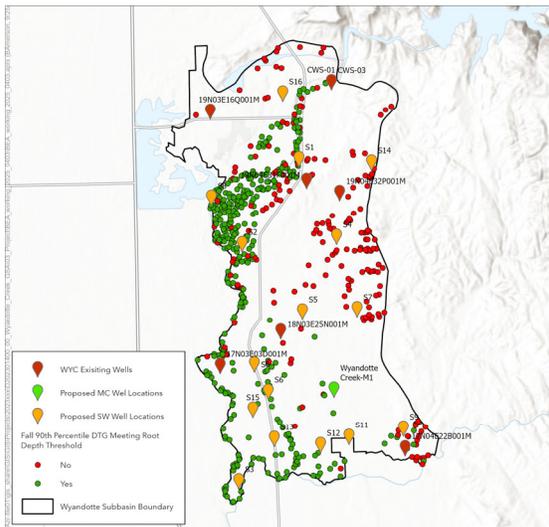
GDEs by Plant Species and Key Result



- Vegetation in potential GDEs are dominated by willows, cottonwoods, and oaks.
- In general willows and cottonwoods are concentrated along water courses
- Whereas oaks are somewhat more widespread

• This information combined with DTG findings suggest a targeted vegetation survey and establishment of select long term monitoring sites in the south and along the central axis of the subbasin

Identifying GDEs in Wyandotte Subbasin

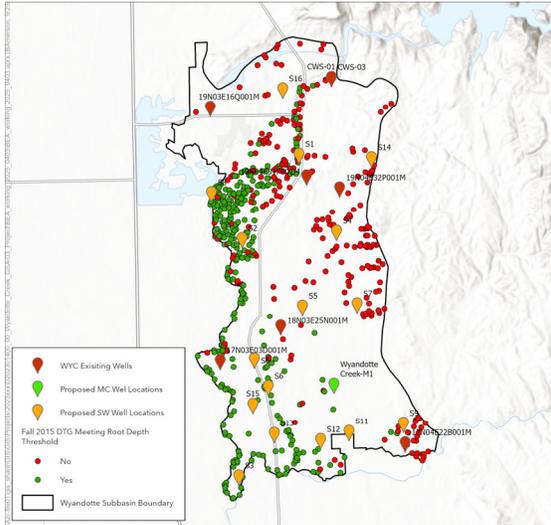


Using rooting depth threshold with the 90th percentile GW elevation

Key findings:

- Vegetation along the Feather River and the lower reaches of Honcut and Wyandotte Creek that may be GDEs since they have access to GW
- Vegetation in the eastern foothills are not likely GDEs since they do not have access to GW

Identifying GDEs in Wyandotte Subbasin

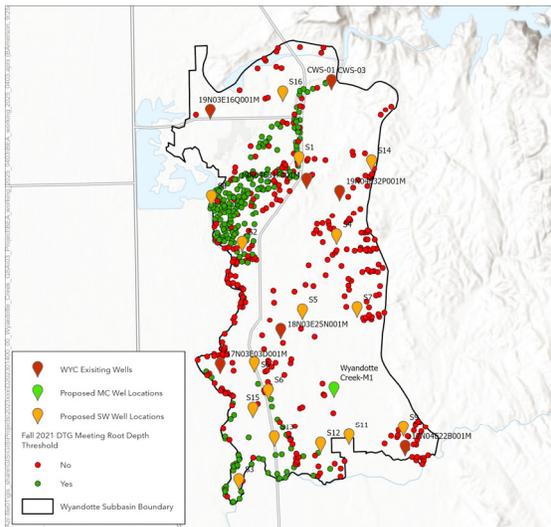


Using rooting depth threshold with 2015 GW elevation

Key findings:

- Similar to 90th percentile findings, but with a several additional dry points along the north Feather
- Vegetation along the Feather River and the lower reaches of Honcut and Wyandotte Creek may be GDEs since they have access to GW
- Vegetation in the eastern foothills are not likely GDEs since they do not have access to GW

Identifying GDEs in Wyandotte Subbasin

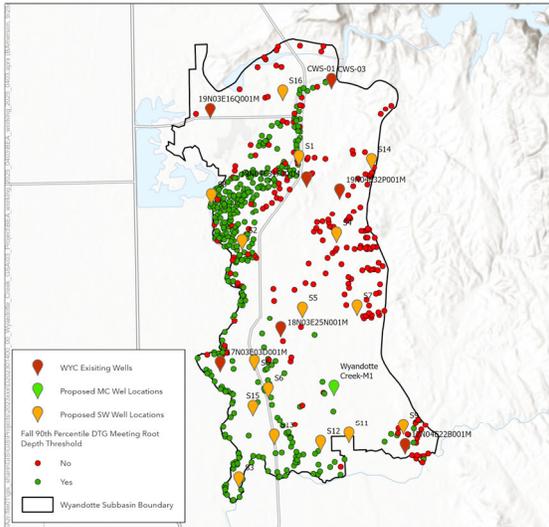


Using rooting depth threshold with 2021 GW elevation

Key findings:

- A swath of potential GDEs in the south and central part of the subbasin were likely dewatered in 2021
- This central band of potential GDEs is likely to be sensitive to changes in GW elevation since access to GW in this zone is variable between dry and extreme dry conditions
- Potential GDEs along the north Feather River were generally resilient to lowered GW elevation basin wide since they had continued access to GW under extreme dry conditions

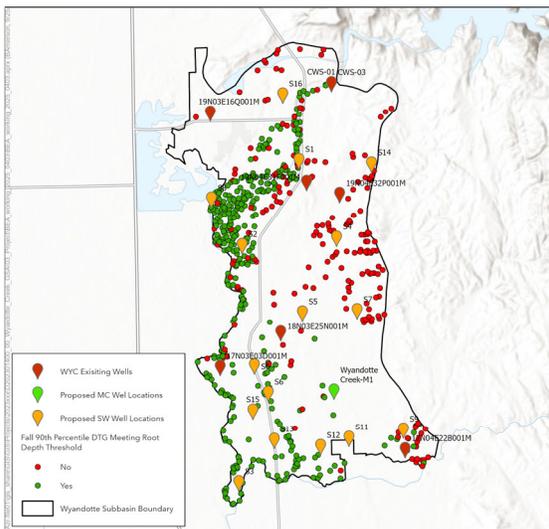
Key findings



Based on this preliminary analysis our key findings are:

- GDE access to GW is similar for the 90th percentile and 2015 GDEs conditions
- At GW levels between 2015 and 2021 levels potential GDEs are likely to be sensitive to changes in GW elevation since access to GW in this zone is variable between dry and extreme dry conditions
- At GW levels at 2021 levels and low potential GDEs are likely to become dewatered in the south and along the central axis of the subbasin since many potential GDEs do not have access to GW in this zone

Existing and Proposed Monitoring Wells

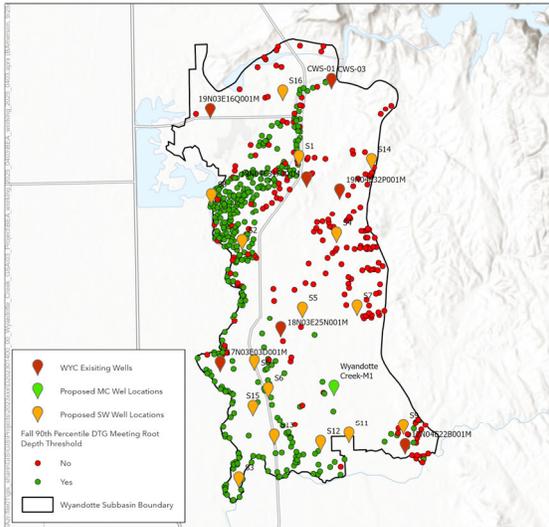


GDE rationale for new monitoring wells

- GDEs along the central axis of the subbasin are likely sensitive to changes in GW elevation
- Coupled with vegetation condition monitoring at selected sites will provide an objective method for monitoring GW management of GDE condition over time

AGENDA ITEM 4.2

Next Steps



- Update and finalize GDE DTG analysis using refined depth thresholds based on a recent study* that accounts for rooting depth and vegetation health under varying GW elevations statewide.

- The upshot is that the threshold is generally deeper than rooting depth alone

- Vegetation surveys

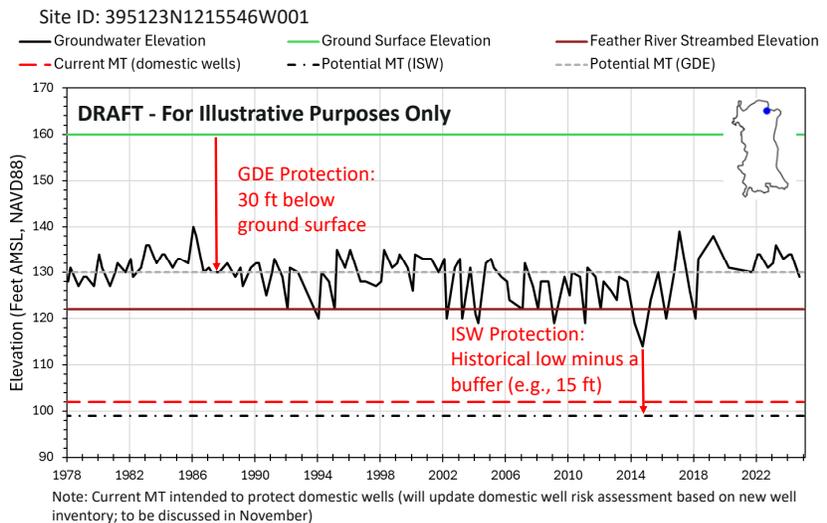
- Reporting

* <https://doi.org/10.1038/s44221-024-00221-w>

Minimum Thresholds (MTs)

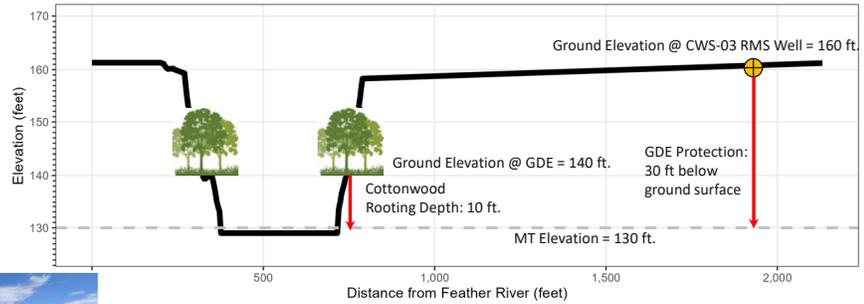
Set MTs to be protective of all beneficial uses and users of groundwater:

- ISWs
- GDEs
- Domestic Wells



AGENDA ITEM 4.2

Minimum Thresholds Revisited



GDE MT Elevation:
(GDE Elevation – Rooting Depth Threshold)
 $140 \text{ ft} - 10 \text{ ft} = 130 \text{ ft}$

GDE Protection at RMS well:
(Well elevation – MT elevation)
 $160 \text{ ft} - 130 \text{ ft} = 30 \text{ ft below ground surface}$

WAC Recommendations / Public Input Summary

- The WAC made the following recommendations at their October 2, 2025, meeting:
 - Proceed with the selected ISW / GDE representative monitoring sites
 - Proceed with the proposed approach and timeline to develop ISW Sustainable Management Criteria
- Public Comments:
 - DWR was very supportive of removing potential GDEs identified in the NCCAG database if determined technically defensible (e.g., based on groundwater levels / rooting depths, proximity to surface water supplies, etc.)
 - Perform GDE isotope studies to characterize available water sources as funding allows

Requested Board Approvals

- Approve the selected ISW / GDE representative monitoring sites (RMS)
- Approve the proposed approach and timeline to develop ISW / GDE Sustainable Management Criteria (SMC)

Discussion

Subject: Consideration of a Wyandotte Creek Groundwater Sustainability Agency Procurement Policy

Contact: Dillon McGregor

Phone: (530) 552-3582

Meeting Date: October 23, 2025

Agenda Item: 4.3

Summary:

At its September 25, 2025 meeting, the Board provided direction to staff and legal counsel to prepare a procurement policy for the Wyandotte Creek Groundwater Sustainability Agency. The policy is intended to establish clear procedures for how the agency procures supplies, services, equipment, and professional assistance in compliance with state law. It defines the Program Manager’s authority to execute contracts within the adopted budget, sets thresholds for when Board approval is required, and includes procedures for purchases of varying amounts, emergency situations, and acquisitions of real property.

The policy also introduces oversight measures such as Management Committee review of smaller professional service contracts, reporting requirements for executed contracts and larger purchases, and competitive bidding processes for contracts exceeding \$100,000. These provisions are designed to promote transparency, accountability, and consistency in agency procurement practices, while also providing flexibility for efficient day-to-day operations.

The policy also allows the Board to waive competitive bidding in limited situations, such as when a consultant has unique expertise, equipment must match existing assets, or warranties could be affected. In such cases, the Program Manager must provide a written justification for Board approval, showing that a direct award is in the agency’s best interest.

Adoption of the procurement policy will give the Board and staff a clear framework to follow and ensure that future contracts and purchases are conducted fairly, responsibly, and in accordance with legal requirements.

Requested Action: Adopt the Wyandotte Creek Groundwater Sustainability Agency Procurement Policy, as presented or as modified by the Board, or provide direction to staff and legal counsel.

AGENDA ITEM 4.3

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

RESOLUTION NO. 2025-03

AMENDING PROCUREMENT POLICY AND ADOPTING UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

WHEREAS, on May 28th, 2019, Wyandotte Creek Groundwater Sustainability Agency (“Agency”) adopted Policy XXXX establishing the contracting, purchasing and procurement procedures for the Agency (“Procurement Policy”);

WHEREAS, the Procurement Policy adopted the policies and procedures of the Butte County Center-Led Contracting Procurement Policies and Procedures Manual and delegated purchasing, contracting and procurement authority to Butte County;

WHEREAS, the Butte County Center-Led Contracting Procurement Policies and Procedures Manual incorporates the Uniform Public Construction Cost Accounting Act Procedures;

WHEREAS, the Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 *et seq.*, sets forth uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects;

WHEREAS, the Agency intends to amend the Procurement Policy to provide Agency specific procurement procedures and designate purchasing, contracting and procurement authority to Agency staff. The amended Procurement Policy is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the amended Procurement Policy includes procedures that follow the Uniform Public Construction Cost Accounting Act;

WHEREAS, the Uniform Public Construction Cost Accounting Act requires that any governing board electing to utilize the Uniform Construction Cost Accounting Act Procedures must elect to do so by resolution and notify the Controller of such election;

WHEREAS, the Agency finds that utilizing the procedures outlined in the Uniform Public Construction Cost Accounting Act will save administrative time and expense and will be in the best interest of the Agency.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WYANDOTTE CREEK SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY does hereby resolve, declare and order as follows:

- 1) The WCGSA Board adopts the amended Procurement Policy, as attached in Exhibit A.
- 2) The WCGSA Board directs staff to notify the State Controller of the Agency’s election into the procedures of the Uniform Public Construction Cost Accounting Act.

AGENDA ITEM 4.3

PASSED, APPROVED AND ADOPTED by the Board of Directors of the WYANDOTTE CREEK SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY this 23rd day of October 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

AGENDA ITEM 4.3

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Chair and Secretary of the WYANDOTTE CREEK SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY; and
2. That the foregoing resolution, consisting of 7 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the WYANDOTTE CREEK SUBBASIN Groundwater Sustainability Agency, passed at the meeting of the Board of Directors held on October 23, 2025, at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, CA 95965.

IN WITNESS WHEREOF, we have signed this certificate this 3rd day of October 2025, at Oroville, California.

_____ Bill Connelly, Chair of the Board of Directors

_____ Dillon McGregor, GSA Program Manager

Wyandotte Creek

GROUNDWATER SUSTAINABILITY
AGENCY

308 Nelson Ave, Oroville, California • (530) 552-3591 • WyandotteGSA@gmail.com

Procurement Policy Adopted: October 3, 2025

100.00 Purpose of the Policy

The purpose of this Policy is to set forth the practices and procedures of the Wyandotte Creek Groundwater Sustainability Agency (“WCGSA”) concerning its procurement of supplies, materials, equipment, and professional services, including construction and capital improvements. This Policy is adopted in accordance with the provisions of Article 7, Chapter 5, Part 1, Division 2 of Title 5 of the California Government Code (commencing with Section 54201).

200.00 Policy

200.10 Authority

The Program Manager of WCGSA has the authority to make purchases, sign contracts and otherwise encumber WCGSA for the acquisition of materials (including supplies, inventory and equipment) or professional services, within the limitations of the adopted annual Budget. Board approval of such expenditures is required when amounts exceed the purchasing authority of the Program Manager.

Purchases or encumbrances from loan and/or grant funds will be approved in accordance with the sponsoring agency’s contract or grant procedures, in addition to the requirements of this Policy to the extent they do not conflict with the loaning or granting agency’s requirements.

200.20 Purchases of Materials and Professional Services Up To \$25,000

For non-emergency purchases or other encumbrances up to \$25,000 per annum per vendor the Program Manager will have the authority to make the purchase without the prior authorization of the Board of Directors. For professional service contracts under \$25,000, at least one member of the Management Committee must also approve the contract prior to execution. Purchases under this section may be made by negotiation, requests for proposals (“RFP”) or requests for qualifications (“RFQ”) or competitive bid at the Program Manager’s discretion, provided that the method chosen is reasonable and ensures that the goods or services are procured from a responsible vendor at a price that is fair to WCGSA. The Program Manager has the authority to determine which purchasing process is appropriate.

The Program Manager shall report in writing to the Board of Directors at the next regularly scheduled meeting of the Board of Directors the nature and amount of:

- (a) any professional services contracts executed under this Section, and
- (b) any individual purchases exceeding \$2,500.

For emergency purchasing guidance, see Section 200.60.

Irrespective of monetary or other limitations specified in this Section, the Board of Directors may, at its discretion, direct the manner in which a specific purchase will be made.

AGENDA ITEM 4.3

200.30 Purchases of Materials and Professional Services Between \$25,000 and \$100,000

Non-emergency purchases or other encumbrances between \$25,000 and \$100,000 per annum per vendor must be approved by the Board of Directors. Such purchases or encumbrances shall be made by negotiation, RFP or RFQ or competitive bid at the Program Manager's discretion, provided that the method chosen is reasonable and ensures that the goods or services are procured from a responsible vendor at a price that is fair to WCGSA. The Program Manager has the authority to determine which purchasing process is appropriate and/or in compliance with grant or funding requirements, as applicable. A written contract will be executed for all such purchases, preferably a contract prepared by WCGSA. Once a written contract has been drafted, the Program Manager shall present the contract to the Board of Directors for approval.

For emergency purchasing guidance, see Section 200.60.

Irrespective of monetary or other limitations specified in this section, the Board of Directors may, at its discretion, direct the manner in which a specific purchase will be made.

200.40 Purchases of Materials and Professional Services in Excess of \$100,000

Except as otherwise specified herein, all purchases of materials and professional services where the estimated contractual amount is in excess of \$100,000, or the estimated cumulative amount per annum per vendor will exceed \$100,000, must be made by a competitive process and approved by the Board of Directors. Any such purchase will be made in the following manner.

An RFQ or RFP inviting bids for such purchases or professional services will be sent to at least three qualified bidders as determined by WCGSA, at least 10 days prior to the date designated for receipt of responses to the RFQ or RFP. If there are not three qualified bidders, the Program Manager shall prepare a memorandum (retained in the project file) describing the nature of the work and reason that fewer than three qualified bidders were solicited to provide the materials or services.

For professional services, selection criteria will be established by WCGSA, which may be based solely on qualifications of the candidate(s). The bidder with the highest score in accordance with the scoring criteria stated in the RFP/RFQ shall be selected.

For material purchases, the responsible and responsive bidder providing the lowest cost bid shall be selected. Vendors may be advised that they will be notified only if the purchase is made from them.

A written contract will be executed for all such purchases, preferably a contract prepared by WCGSA.

The Program Manager may determine and declare a bidder not to be a responsible bidder upon consideration of the following factors:

- (a) The bidder's record of performance on previous contract(s) or service(s), including the number and dollar amount of change orders;
- (b) The bidder's previous and existing compliance with laws and ordinances relating to the contract or service;
- (c) The bidder's ability, capacity, and skill to perform the work or provide the service required;
- (d) Whether the bidder has the facilities to perform the work or provide the service promptly, or within the time specified, without delay or interference;
- (e) The sufficiency of the financial resources of the bidder to perform the work or provide the service;

AGENDA ITEM 4.3

(f) The ability of the bidder to provide future maintenance and service (if required) of the commodity purchased; and

(g) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

200.50 General Purchasing Guidelines

(a) Purchases made under this Policy shall be pre-authorized in accordance with WCGSA Procedures.

(b) Employees not designated under a signed authorization issued by the Program Manager shall not encumber WCGSA for materials or professional services without prior, written authorization from the Program Manager.

(c) Sales, Use, and other excise taxes shall be paid when required by State or Federal law.

(d) Once materials or professional services received by WCGSA have been confirmed to be acceptable and an appropriate invoice has been received, WCGSA shall process the invoice, obtain the necessary approvals and pay for the materials or professional services within 30 days of receipt of invoice or, if applicable, within 30 days of grant fund reimbursement. If the invoice received is not approved, WCGSA will provide notification of the deficiencies to the vendor within two weeks of receipt of invoice.

(e) All orders and invoices received by WCGSA must be approved within the terms and conditions set forth by the Program Manager in appropriately established purchasing procedures and controls before payment is made.

(f) All WCGSA purchases shall be made for WCGSA purposes only. Staff are prohibited from using WCGSA resources of any kind for personal purchases.

200.60 Emergency Purchases

In case of emergency, where a purchase has not been authorized by the Board of Directors or this Policy requires such purchase to be made by competitive process or RFQ or RFP, and the Program Manager has determined that the best interests of WCGSA require that such purchase be made before the Board of Directors can meet to authorize such purchase, the Program Manager or designee is authorized to make such purchase by negotiation after first obtaining the written or verbal consent of **two members** of the Board of Directors, one of who should be the Board Chair unless they are unavailable. The Program Manager will thereafter promptly report in writing to the Board of Directors at the next regularly scheduled meeting of the Board of Directors the nature and amount of the purchase and the emergency circumstances justifying such purchase.

200.70 Direct Award Approval

Competitive bidding in accordance with section 200.40 generally is required for purchases of materials or professional services greater than \$100,000. However, in certain situations, WCGSA may benefit from waiving required competitive bidding and negotiating a materials or professional services agreement directly with a single service provider or vendor. Examples of such situations include:

a) Selecting a consultant or service provider based on unique experience, ability and/or knowledge.

b) Purchasing replacement equipment parts where doing so from other than the original equipment manufacturer or other select manufacturer could adversely impact a warranty or ongoing maintenance.

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c) Purchasing new or replacement equipment or work which must integrate with existing assets and where it is not reasonably available from a source other than the service provider or vendor who supplied the existing asset or where equipment or operations compatibility concerns compel a purchase from a particular manufacturer.

In these situations, and before a contract is issued by WCGSA, the Board of Directors must approve the waiver. To make a waiver request, a justification shall be prepared by the Program Manager to explain the reasons for waiving competitive bidding. At minimum, the justification shall address the economics, operating efficiencies, and any legal considerations of using a Direct Award approach.

200.80 Acquisitions of Real Property Interests

When the acquisition of a real property interest is being considered, the Program Manager must comply with the following process:

(a) The Board of Directors must be informed in writing, in advance of the intended acquisition, of its estimated cost (including purchase price, transaction costs, and required or prudent site assessments and studies), known or suspected environmental concerns, the WCGSA purpose and public necessity for purchasing the real property interest, and the need for any budget augmentation for the purchase. This may be done at annual Budget time or at any point throughout the year.

(b) After Board approval in principle of the proposed purchase of the real property interest, staff is authorized to expend WCGSA resources on site studies, professional assistance and other studies/consultation.

(c) If staff proposes to move forward with a purchase of an interest in real property after performing appropriate due diligence, the Board of Directors must first provide final approval of the acquisition.

(d) After such Board approval, the Program Manager may proceed to close on the purchase.

200.90 Construction Contracts

All public construction projects shall be conducted in accordance with the Uniform Construction Cost Accounting Procedures of the Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 *et seq.* WCGSA shall comply with any applicable legal and regulatory requirements, and any applicable grant or loan funding requirements in completing such projects.

Subject: Formation of Financial and Administrative Systems Ad Hoc Committee

Contact: Dillon McGregor

Phone: (530) 552-3582

Meeting Date: October 23, 2025

Agenda Item: 4.4

Summary:

As the Wyandotte Creek Groundwater Sustainability Agency continues to mature as an organization, establishing the right financial and administrative systems will be important to ensure effective long-term operations. As the Agency develops, it is important to more thoroughly evaluate its financial and administrative practices to ensure they are well-suited to support the GSA's ongoing responsibilities and future needs. Careful attention to these systems will help the Agency maintain transparency, meet regulatory obligations, and operate efficiently as it takes on more independent functions.

To support this effort, staff requests that the Board form an ad hoc committee of Board members to work alongside staff in evaluating options and providing input. The committee's role would be advisory, helping to identify priorities, review potential approaches, and offer feedback before staff brings recommendations to the full Board. The committee would be temporary, with an expected duration of approximately nine months, after which its work would be complete and any final recommendations could be presented to the Board.

Requested Action: Form a Financial and Administrative Systems Ad Hoc Committee or provide direction to staff.

Subject: Consideration of Contract with Hansford Economic Consulting for Fee Study

Contact: Dillon McGregor

Phone: (530) 552-3582

Meeting Date: October 23, 2025

Agenda Item: 4.5

Summary:

At its August 28, 2025 meeting, the Board directed staff to proceed with a new fee study with Hansford Economic Consulting (HEC). The proposed professional services agreement is in the amount of \$104,000 and will fund preparation of a Proposition 26-compliant fee study to support the Wyandotte Creek Groundwater Sustainability Agency’s long-term financial sustainability. The scope of work includes refining budget projections, developing fee structure options, conducting stakeholder and community outreach, preparing the fee report, and supporting the Board through consideration and adoption.

The fee study will build updated budget projections, evaluate alternative fee structures, and engage stakeholders throughout the process. It will include outreach and public input, analysis of options for clarity and fairness, and preparation of a report that provides the legal and financial basis required for Board consideration of a new regulatory fee structure.

While the Procurement Policy generally requires a competitive process for contracts exceeding \$100,000, staff recommends a direct award to HEC under the policy’s direct award provisions. HEC is uniquely qualified due to its specialized expertise in Proposition 26-compliant fee studies, prior work with the Wyandotte Creek GSA, and proven track record with other groundwater sustainability agencies. HEC also submitted a proposal in the Agency’s original fee study RFP process and has already gained knowledge of the Agency’s governance structure, financial needs, and stakeholder context. This continuity will save time and resources. Additionally, \$100,000 in grant funds set aside for the fee study must be expended by March 2026, and initiating a new competitive process could jeopardize meeting that deadline. Further analysis of the justification to waive the competitive process is attached as Attachment A to this Transmittal.

For these reasons, staff finds that a direct award is justified and recommends that the Board waive the competitive process and approve Professional Services Agreement No. 25-03 with Hansford Economic Consulting in the amount of \$104,000.

Requested Action: Waive the competitive procurement process for and approve Professional Services Agreement No. 25-03 with Hansford Economic Consulting in the amount of \$104,000 to prepare a new fee study or provide direction to staff.

Wyandotte Creek

GROUNDWATER SUSTAINABILITY
AGENCY

308 Nelson Ave, Oroville, California • (530) 552-3591 • WyandotteGSA@gmail.com

Justification for Direct Award – Hansford Economic Consulting (HEC)

The Wyandotte Creek Groundwater Sustainability Agency (WCGSA) seeks to enter into Professional Services Agreement No. 25-03 with Hansford Economic Consulting (HEC) in the amount of \$104,000 to conduct a Proposition 26-compliant fee study. While Section 200.40 of the Procurement Policy requires competitive bidding for contracts over \$100,000, Staff recommends a **direct award** to HEC under Section 200.70 of the Policy, based on the following considerations:

1. **Specialized Expertise**

HEC has demonstrated extensive experience preparing Proposition 26-compliant fee studies for groundwater sustainability agencies. Their expertise with this specific regulatory process makes them uniquely qualified to guide WCGSA through both the technical and procedural requirements.

2. **Prior Work with WCGSA**

HEC has previously assisted WCGSA in scoping what a potential fee study process would entail, giving them direct knowledge of WCGSA's governance structure, financial needs, and stakeholder context. This familiarity will save time and resources by avoiding duplication of prior efforts.

3. **Proven Track Record and Continuity**

HEC submitted a proposal under WCGSA's original Fee Study RFP process and was thoroughly vetted at that time. Although not initially selected, their past involvement provides continuity and efficiency in moving forward with this new study. In addition, HEC recently completed a fee study for the Vina GSA, which was successfully delivered on time and well received by the Board and stakeholders. This recent success demonstrates HEC's ability to carry out a similar scope of work in a manner that is both effective and responsive to stakeholder needs.

4. **Grant Funding Deadline**

WCGSA has \$100,000 set aside through the Sustainable Groundwater Management Projects Grant Program, which must be expended by **March 1, 2025**. Initiating a new competitive procurement would risk delaying the project beyond this deadline, potentially forfeiting grant funds. A direct award allows work to begin immediately.

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Conclusion

For these reasons, Staff finds that a direct award to Hansford Economic Consulting is justified under the Procurement Policy's Direct Award provisions. Staff recommends that the Board approve the waiver of competitive bidding and authorize execution of Professional Services Agreement No. 25-03 with HEC in an amount not to exceed \$104,000.

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WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY PROFESSIONAL SERVICES AGREEMENT No. 25-03

This Agreement is entered into as of the date last signed and dated below by and between the Wyandotte Creek Groundwater Sustainability Agency, a local government agency (“Agency”), and Hansford Economic Consulting, a California limited liability company (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on *[check one]*:

X Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$104,000. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 Contractor acknowledges that the Work is primarily funded through grant funds provided by the Department of Water Resources (“DWR”) and that payment to Contractor will be contingent upon reimbursement of such funds by DWR. Agency submits invoices to DWR on a quarterly basis, and DWR typically provides reimbursement within approximately ninety (90) days of such submittals. Contractor acknowledges that the DWR reimbursement process may result in delayed payment under this Agreement.

2.3 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of receiving the applicable reimbursement from DWR.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must

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complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Agency based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

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7 Ownership of Documents

All final works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Agency (“Work Product”) shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the

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Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

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11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b)

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endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

The Agency has approved Rollins PR Consulting LLC, a California limited liability company ("Subcontractor #1"), as a subcontractor to Contractor for purposes of this Agreement. Rollins PR Consulting LLC. shall be referred to hereinafter as "Subcontractor #1."

The Agency has approved Kjeldsen, Sinnock & Neudeck, Inc., a California corporation ("Subcontractor #2"), as a subcontractor to Contractor for purposes of this Agreement. Kjeldsen, Sinnock & Neudeck, Inc. shall be referred to hereinafter as "Subcontractor #2."

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

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12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Indirect Damages.** In no event will either party be liable to the other or to any third party for any loss of use, revenue, or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

12.7 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.8 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal Agency court where Agency's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.9 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Wyandotte Creek Groundwater Sustainability Agency

Attn: Dillon McGregor

308 Nelson Avenue _____

Oroville, CA 95928 _____

E-mail: dmcgregor@buttecounty.net

Contractor:

Hansford Economic Consulting LLC

Attn: Catherine Hansford _____

PO Box 10384

Truckee, CA 96162

E-mail: catherine@hansfordecon.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.10 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an

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original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Wyandotte Creek Groundwater Sustainability Agency:

Dated: _____

By: _____
Bill Connelly, GSA Board Chair

Hansford Economic Consulting LLC:

Dated: _____

By: _____
Catherine Hansford, Principal

Reviewed for Contract Policy Compliance Approved as to Form:

Dated: _____

By: _____
Dillon McGregor, GSA Program Manager

Dated: _____

By: _____
Joshua Horowitz, GSA Legal Counsel

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EXHIBIT A: SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT

Task 1.1: Project Management

This task includes time for the project manager to manage, track, and report on progress every month. Specifically, it entails providing direction to other Project Team staff, review of work status/progress, invoicing/ budget tracking, and communications with the GSA Program Manager over the duration of the Fee Study.

Deliverables: Monthly Invoices and Quarterly progress reports.

TASK 2 FEE STRUCTURE DEVELOPMENT

Task 2.1: Regulatory Program Budget Projection

HEC will work with the GSA Program Manager to refine the FY27 budget and estimate a five-year annual operating budget through FY32 for purposes of the Fee Study. The budget will distinguish between Part 1 and Part 2 costs if the Board moves forward with a fee structure similar to that of the Vina GSA.

Task 2.2: Fee Structure Options Development

Under this task, HEC will provide different fee structure options for consideration. One of the fee structures will be the Vina GSA fee structure with additional parcel categories as presented in the June 20, 2025 memorandum by HEC. A second will be retaining the existing fee structure with modifications that address the existing concerns regarding clarity. Other options may also be developed depending on feedback from outreach engagement.

Time is included in this task for KSN to run queries on the GIS map created for the Fee Study so that different fee structures can be vetted. This task also includes creation of a mailing database for public outreach using Assessor data that is integrated into the GIS map tool.

The Consultant may draw upon prior fee analysis work already completed for the Agency, including review of the previous fee study, regulatory requirements, groundwater use patterns, financial policies, and stakeholder engagement, and is not expected to repeat such work under this contract.

If, based on Board direction, an alternative fee structure not described above is pursued, the Consultant will work with the Program Manager to scope and budget the additional work prior to proceeding.

Deliverables: PowerPoint presentation that summarizes the outcomes of Task 2.

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TASK 3 OUTREACH AND STAKEHOLDER INPUT

Task 3.1: Outreach Approach

It is important to be transparent, informative, and be active listeners during stakeholder and community engagement. Community engagement, conveying trust and providing solid reasons for continued engagement by stakeholders and the public as part of this fee study process will be key to determining a new fee mechanism. An outreach and engagement outline will serve as the starting point for conducting outreach. Given the GSA already has a fee in place, the goal with this fee study will be to engage stakeholders and those paying the fee about the current fee structure and review fee structure alternatives.

Outreach and education efforts will include messaging, outreach materials, social and traditional media, stakeholder and public engagement tactics, timeline, and other pertinent tactics. The Project Team will meet with the Wyandotte Creek GSA Advisory Committee (“WAC”) to identify specific stakeholders, interest groups, other constituents and community members who need to be active participants in the outreach process to examine the current fee and fee alternatives.

Task 3.2: Develop Outreach Materials

The Project Team will use a variety of communication tools to reach targeted/affected parties. Below are some potential types of outreach materials.

Key Messages – Key messages will serve as the foundation for all communication tools and media outreach efforts. Initial messaging will be written to convey why the GSA is pursuing a new fee study, the importance of the GSA and the benefit of it serving as a local, self-sustaining groundwater management agency, and goals of the fee study.

Frequently Asked Questions – An FAQ document will be created and posted to the website funding tab and used as a resource at workshops and meetings. Questions to be immediately addressed may include “why is the GSA conducting another fee study?”, “how will this process be different?”, “what will happen to the current fee?” and other questions needed to clear the field and establish a new process.

Direct Mail Notification/Database Management – The type of direct mailers will be identified in the outreach plan. Mailers may include postcards, newsletters, articles written for existing agency publications and similar. Content will be developed based on need and purpose of the communication piece. Materials will also be saved electronically and posted to the website/attached in e-blasts. We will use and maintain the existing database made available by the GSA and update as needed.

Website Funding Tab - A dedicated funding tab will be used to provide information about the new fee study, post revised, updated and new materials, provide a project timeline of important benchmarks, and opportunities for public input. All project materials, public workshop summaries and reports will also be posted.

Task 3.3: WAC and Stakeholder Meetings Preparation

The WAC will serve as a sounding board to vet new fee options, offer intel and perspective about how the fee impacts and provides value to the community, and provide names of individuals or organizations who should be part of the fee process.

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Stakeholder interviews are going to be a critical part of the fee study process. Schaelene Rollins will work with the WAC and GSA management staff to determine key influencers and stakeholder groups to be involved. Meetings may be one-on-one, held as small group meetings (such as with agricultural interests) and may include meetings with existing organizations such as Butte County Farm Bureau and Butte Cattlemen's Association.

Task 3.4: Community Outreach Preparation

The community-at-large will also need to be engaged, however, the timing and format of the public workshops will need to be determined later in the Fee Study. Recommendations for public workshops will be refined as part of the public outreach process.

Task 3.5: Media Relations

Media relations will be an important part of the fee study effort, not only to serve as another layer of outreach to reach the community at large, but to proactively address and inform the public about the reasons for the fee study. News releases will be written for traditional media outlets (*Chico ER*, *Oroville Mercury-Register*, *Red Bluff Daily*, etc.) and local water and agriculture related publications. Spanish and Hmong-language publications will also be provided with releases and announcements as appropriate.

Social media will be used as available to gain further outreach, especially when advertising community outreach opportunities. Posts will be written and provided to partner agencies willing to advertise opportunities for engagement. Social media local/neighborhood forums may need to be monitored for negative or incorrect information by those who live in the community with access to the local social pages.

Deliverables: Outreach approach, applicable outreach materials, webpage content, key messages and fact sheet, meeting materials, stakeholders database, key meeting notes, and applicable media and social media materials.

TASK 4 FEE REPORT AND IMPLEMENTATION

Task 4.1: Regulatory Fee Calculations and Report

This task includes refining all the datasets, the GIS platform, and an interactive map that can be posted to the fee study webpage upon completion of the study. Once all the data is assembled in workable formats, the fee calculations will be performed, and the draft results will be presented to the GSA Board. The costs that are to be funded by the new fee are allocated to user groups based on a reasonable relationship between the payees and the benefits of the program.

A report will be prepared that meets the requirements of Proposition 26. The report will be provided in electronic copy only. HEC will prepare an administrative draft report, a public review draft report, and a final report.

Deliverables: HEC will prepare a report documenting methodologies used to establish the fee, outreach, and findings of the fee calculations. Also included is an interactive map for upload to the GSA's web page upon completion (to be hosted by the GSA).

Task 4.2: Fee Adoption Support

AGENDA ITEM 4.5

In addition to the outreach outlined in Task 3, assistance under this task includes help with drafting staff reports, ordinances and/or resolutions, and helping staff answer technical questions about the new fee.

TASK 5 MEETINGS

Task 5.1: Meetings in Butte County

Under this task, HEC would meet with the WAC and community organizations to receive input and feedback on issues as the work program progresses. The budget allows for up to 5 trips for outreach and ad hoc committee meetings.

We also budget for three (3) Board meetings:

- Presentation of Fee Options and WAC and Public Input (1)
- Discussion on Fee Study report and Direction to move forward (1)
- Acceptance of Final Fee Study Report and Public Meeting to adopt the Fee (1)

AGENDA ITEM 4.5

BUDGET & SCHEDULE

Budget

The estimated budget is \$104,000, as detailed in Table 1. Approximately 80% of the work is anticipated to be completed by March 1, 2026. HEC anticipates approximately \$84,000 will be spent by then and the remaining approximately \$20,000 between March and June 2026.

Cost Estimate Assumptions

- The cost estimate includes up to 8 trips for meetings within the GSA’s jurisdiction. If any additional trips are needed, additional budget will be requested unless budget is available from another task.
- The cost estimate does not include preparation of the tax roll and direct bills in June and July 2026.
- Direct costs include mileage reimbursement at the current Federal mileage reimbursement rate, parking, printing, and meals only when travelling for meetings. Direct costs are billed at cost (no markup)
- Deliverables will only be provided in electronic format.
- Direct outreach costs include printing, mail services and postage for targeted direct mail pieces; translation of all outreach materials; two legal notices placed in the Oroville Mercury-Register materials and incidentals for public workshops. The estimate of direct costs is provided in Table 2.
- Billing rates per hour are provided below. Billing rates may change January 1, 2026. All billing rates are 150% for any legal matters, including but not limited to producing records, providing testimony, or expert witness.

Catherine Hansford	Principal	\$215
	Associate / Travel	\$130
	Analyst	\$120
	Clerical	\$105
Schaelene Rollins	Outreach Specialist	\$155
	Travel	\$90
	Designer	\$105
Mo Tangestani	GIS Manager	\$195
Diego Rodriguez	GIS Specialist II	\$162

Table 1: Cost Estimate

AGENDA ITEM 4.5

Task Description	HEC		Rollins PR			KSN		Total	
	Principal	Travel	Clerical	Outreach	Travel	Designer	GIS Manager		GIS Specialist
Hourly Billing Rates	\$215	\$130	\$105	\$155	\$90	\$105	\$195	\$162	
1 Project Management									
1.1 Project Management			16						\$1,680
2 Fee Structure Development									
2.1 Regulatory Program Budget Projection	8								\$1,720
2.2 Fee Structure Options Development	25						8	46	\$14,387
3 Outreach & Stakeholder Input									
3.1 Outreach Approach	2			8					\$1,670
3.2 Develop Key Outreach Materials	6			42		16			\$9,480
3.3 WAC & Stakeholder Mgt Prep.	20			30					\$8,950
3.4 Community Outreach Preparation	10			30		7			\$7,535
3.5 Media Relations				6					\$930
4 Report & Implementation									
4.1 Regulatory Fee Calculations & Report	46		15	4				25	\$16,135
4.2 Fee Adoption Support	12		6						\$3,210
5 Meetings									
5.1 Meetings in Oroville [1]	20	32		13	24				\$12,558
Total Staffing Cost Estimate (rounded)								A	\$78,300
Direct Costs for Trips								B	\$4,400
Estimated Staffing and Direct Costs								C = A+B	\$82,700
Estimated Direct Outreach Costs (any unused budget may be released as contingency to tasks 1-5)								D	\$21,300
ESTIMATED BUDGET								E = C+D	\$104,000

[1] Budget estimate is for 8 meetings in Oroville or elsewhere within the GS management area. Preparation costs are included in tasks 1-4.

Table 2: Estimate of Direct Costs

Outreach Direct Cost Item	Estimated Cost
Fact Sheet/FAQ	\$0
Direct Mail Notification	
Postage & handling (\$1.25 each)	\$15,625
Printing (\$0.27 each)	\$3,679
Subtotal	\$19,304
Website Page (development/updates)	\$0
Public Workshops	
Handouts/Boards	\$100
Interpreter and equipment	\$850
Refreshments/incidentals	\$200
Subtotal	\$1,150
Public Noticing (2x newspaper)	\$800
ESTIMATED OUTREACH COSTS	\$21,255



AGENDA ITEM 5.2

SGM Project Updates (September 2025)

Background

The Department of Water Resources awarded the Wyandotte Creek Groundwater Sustainability (GSA) \$5.5 million to increase groundwater level and stream flow monitoring to improve our understanding of the groundwater system, complete the required reporting and monitoring to meet state requirements, and pursue opportunities to reduce reliance on groundwater. For additional information and updates, visit: <https://www.wyandottecreekgsa.com/sgm-blue-projects>

Grant Amendments

On December 12, 2024, a grant amendment request was submitted to DWR and approved to revise the budgets for Data Gap Identification and Data Improvement project, Inter-basin Coordination Analysis and Modeling project, Regional Conjunctive Use project, and Thermalito Water Treatment Plant Capacity Upgrade. The request included a \$736,982 reduction to Thermalito Water Treatment Plant Capacity Upgrade, with funds reallocated as follows: \$273,482 to Data Gap Identification and Data Improvement, \$150,000 to Inter-basin Coordination Analysis and Modeling, and \$353,000 to Regional Conjunctive Use project.

On April 22, 2025, a second amendment request was submitted and approved to revise the Work Plan for Regional Conjunctive Use project. The update replaced the Agricultural Irrigation Efficiency pilot program with a new pilot program under the Agricultural Surface Water Supplies Feasibility Study.

Below are bulleted key updates on each project. For project descriptions and more details including project timelines, visit the linked websites included throughout this document.

Key Project Highlights:

Data Gap Identification and Data Improvement

- In spring 2025, the team collaborated with landowners to identify potential new monitoring well sites and secured access agreements.

AGENDA ITEM 5.2

- On May 15, 2025, filed a Notice of Exemption (NOE) with the State Clearinghouse and the Butte County Clerk for installation of monitoring wells.
- On May 27, 2025, the Invitation for Bids (IFB) for multi-completion monitoring well installation was posted to Public Purchase, followed by the IFB for shallow monitoring wells on May 29, 2025. Both IFBs included a 30-day submission period. Bid openings were held on July 1 and July 2, 2025. The lowest and second-lowest bidders were deemed non-responsive due to incomplete paperwork. All submitted bids exceeded the project budget, with the third-lowest bid significantly over. Based on these results, we were advised to reject all bids and restart the IFB process.
- The bids came in over budget for several reasons. First, the original construction estimates were prepared in October 2022 as part of the grant application, and construction costs have since increased. Second, the technical specifications in the IFB (Division 33) for the shallow wells required depths of up to 110 feet with two perforated zones—essentially classifying them as multi-completion wells. In reality, some of the shallow wells do not need to be drilled as deep, nor do they require multiple perforations.
- Next Steps: We are preparing to reissue the IFBs with a revised scope of work to bring the project within budget. This includes removing two deeper multi-completion wells, removing one shallow well, and reducing the required depth for shallow wells. These changes will increase the likelihood of receiving bids that align with available funding.
- As a result, monitoring well installations will be delayed until the revised IFB process is completed and a qualified contractor is selected. Despite this setback, we still anticipate completing the well installations within the overall project timeline.
- In June 2025, mailers were sent to domestic well owners to promote the community monitoring program, gauge interest, and recruit volunteers for participation. The mailer generated limited response. To date, two landowners have expressed interest in participating. The project has budget to equip 10 wells with monitoring equipment. We are requesting your help in spreading the word – please speak with community members who have domestic wells and encourage them to consider participating in the program.
- Information available at: [Data Gap Identification and Data Improvement - Wyandotte Creek Groundwater Sustainability Agency](#)
- Contact Becky Fairbanks, rfairbanks@buttecounty.net, with questions.

Groundwater Sustainability Plan (GSP) Periodic Evaluation and Amendments

- On May 22, 2025, provided a project update to the Wyandotte Creek GSA Board, including an overview of the GSP Periodic Evaluation and Amendment process.

AGENDA ITEM 5.2

- Developed a draft schedule outlining meeting dates and planned stakeholder and public outreach events to support GSP periodic evaluation discussions.
- In September 2025, the team will present information on water quality as it relates to the GSP Periodic Evaluation and Amendments to the Wyandotte Creek Advisory Committee (WAC), followed by the Board.
- In October 2025, the team will present and discuss its approach to groundwater dependent ecosystems (GDEs) and sustainable management criteria (SMCs) with WAC and then the Board.
- Stakeholder meetings are tentatively planned for fall 2025 to gather input and support continued engagement.
- A detailed timeline of upcoming events is attached to this memo.
- Information available at: [Data Gap Identification and Data Improvement - Wyandotte Creek Groundwater Sustainability Agency](#)
- Contact Becky Fairbanks, rfairbanks@buttecounty.net, with questions.

Regional Conjunctive Use

- Winter 2024-25: pursued various strategies to generate interest in the Agricultural Irrigation Efficiency pilot program—including partnering with the Tehama County Resource Conservation District (RCD), leveraging their mobile irrigation lab, and conducting targeted outreach—interest from growers has been limited. This may be due, in part, to similar services already being offered through Tehama RCD and the SWEEP grant.
- Spring 2025: engaged with landowners to assess interest in participating in surface water supply and recharge pilot projects. Stakeholders have expressed support for a multi-benefit initiative focused on surface water use, flood control, and groundwater recharge.
- April 22, 2025: grant amendment request granted to replace the task for implementing the Agricultural Irrigation Efficiency pilot program to instead implement a pilot program under the Agricultural Surface Water Supplies Feasibility Study.
- April 2025: Provided project updates and requested input on which of the three surface water supply concepts to advance to 60% design. Presentations were made at the April 3 Wyandotte Creek Advisory Committee meeting and the April 24 Wyandotte Creek GSA Board meeting. The Board approved moving forward with the Palermo multi-benefit concept to the 60% design phase.
- From May through June 2025, continued outreach to landowners to support the Surface Water Supplies Feasibility study and coordinated with South Feather Water and Power Agency (SFWPA) regarding potential use of their water conveyance systems.
- In July 2025, initiated coordination with Butte County to begin planning efforts for the surface water supplies pilot project.

AGENDA ITEM 5.2

- Next steps for the pilot project: The team is coordinating with relevant agencies to identify required permits, establish a project timeline, and outline key steps for implementation.
- Information available at: <https://www.wyandottecreekgsa.com/regional-conjunctive-use-project>
- Contact Becky Fairbanks, rfairbanks@buttecounty.net, with questions.

Data Management System (DMS) Enhancements (implemented by Butte County)

- On December 12, 2024 the GSA Board reviewed and approved amendments to the grant agreement, allocating additional funds to expand the project's scope.
- Consultant team has been building, analyzing and testing DMS software, reviewing data and maps, and preparing the work plan in coordination with County staff.
- Reporting tools of the DMS were used to produce groundwater monitoring results for evaluation by the Butte County Technical Advisory Committee at their May 29, 2025 meeting.
- Contact Christina Buck, cbuck@buttecounty.net, with questions.

Inter-basin Coordination Analysis and Modeling (implemented by Butte County)

- The Butte County Technical Advisory Committee received an update on and discussed the results of refinements to the Butte Basin Groundwater Model on March 13, 2025.
- The consultant team, Montgomery and Associates, completed their work to compile and summarize information from each Groundwater Sustainability Plan adjacent to the Northern Sacramento River and Feather River. This is documented in two Tech Memos and recorded webinars that are available on the County's Inter-basin Coordination webpage: <https://www.buttecounty.net/1234/Inter-Basin-Coordination>
- As of early August, the team is working on comparison of water budget estimates at subbasin boundaries as available from modeling tools. Results will be documented in a third Tech Memo. The webinar is scheduled for August 28, 2025.
- The modeling team has completed refinements to the Butte Basin Groundwater Model and is working to extend its timeframe through 2024. Currently the model covers through 2018. The updated model will be used to support analysis for the Periodic Evaluation of the Wyandotte Creek Groundwater Sustainability Plan.
- Information available at: <https://www.vinagsa.org/inter-basin-coordination-analysis-and-modeling-project-implemented-by-butte-county>
- Contact Christina Buck, cbuck@buttecounty.net, with questions.

GSP Periodic Evaluation and GSP Amendments Schedule

