

## STANDARD CONTRACT

This Contract, dated as of the last date executed by the Wyandotte GSA is between the Wyandotte GSA, a groundwater sustainability agency, hereinafter referred to as "Agency", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE					
<b>Term of This Contract</b> (Complete Dates in Just One of the Following Three Rows)					
<input checked="" type="checkbox"/> Below	<b>Term Begins</b>		<b>Term Completion Date</b>		
<input type="checkbox"/>	On Following Date		On Following Date	December 31, 2027	
<input type="checkbox"/>	Upon Date Notice to Proceed Received		<input type="checkbox"/>	Calendar Days Following Receipt of Notice to Proceed	
<input checked="" type="checkbox"/>	Upon Last Date Executed by Agency		<input type="checkbox"/>	Calendar Days Following Execution of Contract by Agency	
			FOB Point		
Terms	<b>Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)</b>				
Price	0	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Annual Price	<input type="checkbox"/> Monthly Price	<input type="checkbox"/> Hourly Rate
Not-to-Exceed Price	\$30,000	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
<b>Contractor Contact Information</b>			<b>Agency Contact Information</b>		
Contractor	Bartkiewicz, Kronick & Shanahan		Project Manager	Kamie Loeser	
Address	1011 Twenty-Second Street		Address	308 Nelson Ave	
City, State & ZIP	Sacramento, CA 95816-4254		City, State & ZIP	Oroville, CA 95973	
Telephone	916-446-4254		Telephone	530-552-3590	
Email	AJR@bkslawfirm.com		Email	kloeser@buttecounty.net	

**WHEREAS**, Agency, through the Project Manager, desires to have work described in the Attachment III - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

\_\_\_\_\_  
Kamie Loeser  
Agency Managers

*Kamie Loeser*  
\_\_\_\_\_  
Signature

*7/5/23*  
\_\_\_\_\_  
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
Date \_\_\_\_\_  
Bill Connelly, Chair  
Wyandotte Creek GSA Board

*Cinda J. Bann*  
\_\_\_\_\_  
Date: July 3, 2023  
Bartkiewicz, Kronick & Shanahan

## ATTACHMENT I TERMS AND CONDITIONS

1. **Scope of Work**. The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.
2. **Reimbursement**. The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **Agency Project Manager**. The Agency project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor**. Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of Agency. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership**. The AGENCY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the AGENCY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the AGENCY. The parties agree that the AGENCY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination**. This Contract may be terminated by either the Agency or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification**. Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Agency, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Agency, but excluding liability due to the active negligence or willful misconduct of the Agency. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to Agency for any loss of or damage to Agency property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements**. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may

arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** Agency has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Wyandotte Creek GSA Board. If this Contract was executed for the Agency by an authorized manager, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Wyandotte Creek GSA Board. If this Contract was executed for the Agency by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Wyandotte Creek GSA Board.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Agency.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of Agency and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. Agency will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

17. **Sacramento-San Joaquin Delta:** Contractor has disclosed the Contractor's prior representation of clients with interests in the Sacramento-San Joaquin Delta ("Delta") and its watershed. Contractor's attorneys represent Yuba County Water Agency, Browns Valley Irrigation District, Yolo County Flood Control & Water Conservation District, the City of Folsom, the City of Roseville, San Juan Water District, Sacramento Suburban Water District, Maxwell Irrigation District, Regional Water Authority and Woodland-Davis Clean Water Agency in the Sacramento Valley on issues associated with the water quality standards for the Delta, related water-right issues, the operation of the Central Valley Project (CVP) and the State Water Project (SWP), the contracting for water supplies from the CVP and the SWP, legislative proposals related to the Delta, the transfer of water supplies for use within the CVP and SWP service areas and related issues.

Contractor also represents Yuba County Water Agency as its general counsel, including representing the Agency in its role as the Yuba Water Agency Groundwater Sustainability Agency on issues related to Sacramento Valley groundwater and compliance with the Sustainable Groundwater Management Act.

Contractor and Agency are not aware of a conflict of interest in Contractor's representation of Agency and Contractor's representation of the other clients identified in this section. In the event that such a conflict is identified or arises in the future, Contractor agrees that: (a) Contractor reserves the right to continue to provide advice and represent on all matters the preexisting clients referenced in this section; and (b) Contractor may withdraw from representing Agency in the matter or matters in which such a conflict arises. In the event that such a conflict is identified or arises in the future, Contractor would notify Agency of the potential conflict, and discuss with the Agency an appropriate way to address the situation.

**ATTACHMENT II**  
**INSURANCE REQUIREMENTS FOR MOST CONTRACTS**  
*Not for Professional Services or Construction Contracts*

**\*Please provide a copy of Attachment II to your insurance agent.**

**Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:**

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE** - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
  1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**B. OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Agency, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form**

of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).

- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Agency.

**C. WAIVER OF SUBROGATION:** Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency for all work performed by the Contractor, its employees, agents and subcontractors.

**D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Agency. The Agency may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Agency.

**E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Agency.

**F. VERIFICATION OF COVERAGE:** Contractor shall furnish Agency with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**G. SPECIAL RISKS OR CIRCUMSTANCES:** Agency reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**H. SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Agency certificates of insurance and endorsements **before** beginning work under this contract.

## **ATTACHMENT III**

### **SCOPE OF WORK**

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

The Contractor will provide general counsel legal services to the Agency. These services include:

1. advising and representing the Agency in matters related to the Sustainable Groundwater Management Act, including the proceedings to prepare and adopt a Groundwater Sustainability Plan (GSP) for the Wyandotte Creek Subbasin;
  2. advising the Agency regarding general California public agency law, including the Brown Act, California Public Records Act, conflict of interest laws and other areas;
  3. attending the Wyandotte Creek Groundwater Sustainability Agency Board of Directors and Advisory Committee meetings as requested by the Agency Manager.
  4. providing strategic advice regarding relations with other public and private entities, as requested;
  5. preparing and reviewing contracts, legal memoranda, resolutions and other legal documents for the Agency;
  6. investigating claims and complaints against the Agency;
  7. representing the Agency, or supervising the representation of the Agency, in litigation; and,
  8. advising the WC Board of Directors and GSA staff on other legal matters as requested.
- 1) The Contractor will assign Mr. Andrew Ramos as Lead Counsel to the WCGSA. Mr. Joshua Horowitz will serve as backup Lead Counsel. The Contractor will assign other BKS attorneys to assist with legal services as necessary.
  - 2) Lead Counsel shall attend WCGSA Board of Director Meetings and Board Committee Meetings upon the request of the WCGSA Board of Directors. Attendance may be required in person or by phone conference depending on the Board's direction.

### **Contractor Compensation:**

The Agency will reimburse Contractor for actual costs and expenses based on the submission of monthly invoice statements submitted to the Agency. Cost reimbursements would include all necessary and actual costs and expenses incurred by Contractor, including: long distance telephone charges; facsimile mail (at \$.20/page for incoming, and actual long distance telephone charge for outgoing); messenger and other delivery fees; postage; photocopying (at \$.20/page black and white and \$.30 for color); parking; mileage (at the then-current IRS rate); computer-assisted research charges, travel costs and other out-of-pocket expenses incurred by Contractor. The hourly billing rate (2023) are:

- Principal I & Of Counsel (Mr. Horowitz): \$360 per hour
- Principal II (Mr. Ramos): \$320 per hour
- Associate I: \$275 per hour
- Associate II: \$235 per hour
- Paralegal: \$125

The Contractor will provide the Agency with changes to the billing rate as necessary. Contractor will itemize all costs incurred on each monthly statement.

### **AGENCY RESPONSIBILITY**

The Agency will provide Contractor with a calendar of scheduled meetings and two weeks advance notification if physical attendance is required at meetings.