



**Wyandotte Creek
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 4.0

Subject: Consideration of Contracts and Subrecipient Agreement to Implement Sustainable Groundwater Management Grant Funded Projects

Contact: Christina Buck

Phone: 552-3595

Meeting Date: 3/28/2024

Regular Agenda

Department Summary:

An Award Notification letter from the California Department of Water Resources (DWR) was received October 23, 2023 informing the Wyandotte Creek GSA that the proposal, Wyandotte Creek GSP Projects and Management Actions Implementation, was recommended for funding in the amount of \$5.527 million, conditioned upon the execution of a Grant Agreement between DWR and the Wyandotte Creek GSA. A Memo is attached that provides more background.

To proceed with implementation of these grant funded projects, staff recommends approving the following agreements:

1. Subrecipient Agreement between the Wyandotte Creek GSA and Butte County with a term from October 4, 2022 thru April 15, 2026, not-to-exceed \$1,025,000.
2. Contract with Larry Walker Associates (LWA) for the completion of tasks from Component 2, Data Gaps and Refinement and Component 4, Regional Conjunctive Use Project. The term of the contract is upon execution through April 15, 2026, not-to-exceed \$1,510,750.

These two agreements amount to a total of \$2,535,750. The remaining grant funds will fund Component 5- Thermalito Water Treatment Plant Capacity Upgrade and installation of monitoring wells. Contracts for these activities will be brought to the Board at a future meeting.

Fiscal Impact: Funding for these agreements is provided by the SGM Grant award from the Department of Water Resources.

Staff Recommendation: Approve Contract with LWA and Subrecipient Agreement with Butte County and Authorize the Chair to sign.



MEMORANDUM

DATE: March 20, 2024

TO: Wyandotte Creek GSA Board

FROM: Christina Buck, Assistant Director Department of Water and Resource Conservation

RE: SGM Grant Projects and Agreements

Background

In December 2022, the Wyandotte Creek GSA submitted a grant application to the Sustainable Groundwater Management (SGM) Grant Program to fund six components for \$7.367 million. Applications were reviewed by the Department of Water Resources (DWR) Financial Branch and a draft award list was released in May 2023 that recommended funding for five of the six components for a total of \$5.527 million. An Award Notification letter from DWR was received October 23, 2023 informing the GSA that the proposal, *Wyandotte Creek GSP Projects and Management Actions Implementation*, was recommended for funding in the amount of \$5.527 million, conditioned upon the execution of a Grant Agreement between DWR and the Wyandotte Creek GSA.

Staff worked with DWR grant managers to revise the grant agreement Work Plan, Budget and Schedule in keeping with direction from the Wyandotte Creek GSA Board given at the August 24, 2023 GSA Board meeting. The grant agreement is currently awaiting approval of the Agreement Numbers/Funding Strips from the DWR Finance department and has not yet been fully executed. DWR provided an email on February 27, 2024 describing the status of the grant agreement and indicating they are working to finalize all remaining grant agreements, including ours by mid-March. The original Authorizing Resolution passed by the Wyandotte Creek GSA Board on November 10, 2022 authorizes Director Kamie Loeser to sign the agreement once it is received from DWR. If the agreement is not executed before the GSA Board meeting, staff will reach out to DWR for an update on the status of the agreement and expected timeline.

Staff has prepared a Subrecipient Agreement with Butte County per GSA Board direction on August 24, 2023. The purpose of the Subrecipient Agreement is to expand the GSA's capacity to implement and successfully complete these grant funded activities. Butte County Department of Water and Resource Conservation will provide overall grant management and project management services to ensure all Components are conducted consistent with the DWR Grant Agreement and required reporting is submitted to DWR. In addition, Butte County will retain consultants to complete tasks within Component 3- *SGMA Compliance and Inter-basin Coordination* and the outreach program task in Component 2- *Data Gaps and Refinements*.

Since the SGM grant program funding has a compact and firm deadline of April 2026 for project completion, staff has worked to line up contracts and agreements in parallel with the execution of the grant agreement so

projects can get started as soon as possible. As such, the Wyandotte Creek GSA released a Request for Proposals on December 1, 2023 and two proposals were received. The proposals were reviewed by a committee of Member Agency staff (Water and Resource Conservation, City of Oroville), and a representative from South Feather Water and Power Agency. The review committee unanimously recommended the Wyandotte Creek GSA enter into a contract with Larry Walker Associates to complete tasks from Components 2 and 4 based on firm capabilities, experience, references, schedule, and cost.

Recommendation

1. Staff recommends approving the Subrecipient Agreement between the Wyandotte Creek GSA and Butte County with a term from October 4, 2022 thru April 15, 2026, not-to-exceed \$1,025,000.
2. Staff recommends entering into a contract with Larry Walker Associates for the completion of tasks from Components 2 and 4. The term of the contract is upon execution through April 15, 2026, not-to-exceed \$1,510,750.

Attachments

1. DWR Email received February 27, 2024

Buck, Christina

From: Crotty, Lauren@DWR <Lauren.Crotty@water.ca.gov>
Sent: Tuesday, February 27, 2024 10:10 AM
To: Loeser, Kamie
Cc: Buck, Christina; Garcia, Eric@DWR
Subject: SGMA ROUND 2 GRANT AGREEMENT STATUS - WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

Importance: High

ATTENTION: This message originated from outside **Butte County**. Please exercise judgment before opening attachments, clicking on links, or replying.

Dear Kamie Loeser,

I am writing to let you know about the status of your SGMA Round 2 Grant Agreement. We are currently waiting for approval of the Agreement Numbers/Funding Strips from the Finance department for several grants, including yours. We are actively following up on this matter and doing everything possible to expedite the release of the Agreement Numbers. We understand how important it is for you to receive the finalized Grant Agreement in a timely manner, and we apologize for any inconvenience this delay may have caused.

The agreement language and work described within the Agreement are approved, and you should not expect any edits to those sections of the Grant Agreement. As soon as we receive the approval, we will send your Grant Agreement for signatures. Our team is working to finalize the remaining Grant Agreements by mid-March.

In the meantime, we recommend that you begin work under your Grant Agreement, knowing you can invoice for these activities if the costs are eligible as outlined in the Grant Agreement, Guidelines, and PSP. We would also suggest that you work on getting your initial invoice(s) prepared and ready to invoice immediately after the Grant Agreement is executed. Or, if you prefer, you can wait until early April to include costs through March 31. We will need to have those invoices all processed before the end of April, prior to the close of the State fiscal year.

If you have any questions or concerns, please do not hesitate to contact me directly, and I will be happy to help you. We value your continued cooperation and look forward to a successful partnership.

Best,
Lauren

Lauren Crotty (Hinch), GIT

Engineering Geologist
Division of Regional Assistance, Financial Assistance Branch
California Department of Water Resources
715 P Street, Sacramento, California 95814
Phone Number: (916) 326-9096



**SUBRECIPIENT AGREEMENT BETWEEN THE
WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY (GSA) AND
BUTTE COUNTY DEPARTMENT OF WATER AND RESOURCE CONSERVATION**

**TO CONDUCT GRANT ADMINISTRATION AND PROJECT MANAGEMENT ON BEHALF OF
THE GSA AND TO PROVIDE TECHNICAL ASSISTANCE ON GROUNDWATER
SUSTAINABILITY PLANS**

**FUNDED BY
THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)
IMPLEMENTATION GRANT**

THIS AGREEMENT is entered into on this 9th day of April, 2024 by and between the **Wyandotte Creek Groundwater Sustainability Agency**, a public agency in the State of California (herein referred to as the "GSA"), and the **County of Butte**, a political subdivision of the State of California, (herein referred to as the "Subrecipient").

WHEREAS, the GSA is located in the Wyandotte Creek Subbasin, which is identified by the state Department of Water Resources ("DWR") as a medium priority basin required to be managed under SGMA.

WHEREAS, the GSA was formed through a Joint Powers Agreement ("JPA") between three member agencies: the City of Oroville, Thermalito Water and Sewer District, and County of Butte.

WHEREAS, the GSA developed and adopted a single GSP for the Wyandotte Creek Subbasin in December 2021. DWR approved the GSP through a Determination Letter on July 27, 2023.

WHEREAS, in December 2022, the GSA submitted a grant application to the SGM Grant Program to fund six components for \$7,367,284.

WHEREAS, applications were reviewed by the DWR Financial Branch and a final award list was released in September 2023 that recommended funding \$5,527,284 for five components.

WHEREAS, the GSA executed a SGMA Implementation Grant Agreement _____ (herein referred to as the "DWR Grant Agreement") with DWR on _____, 2024 to administer and implement the Wyandotte Creek Subbasin GSP Grant Projects (Project).

WHEREAS, to administer and implement the Project, the GSA has issued Request for Proposals to retain one or more contracted consultants (GSA Consultants) to conduct the technical work and complete the deliverables of the Project.

WHEREAS, the GSA wishes to engage the Subrecipient to conduct grant administration and project management on behalf of the GSA and to provide technical assistance on Groundwater Sustainability Plans.

WHEREAS, as a member agency with responsibilities for developing policy and implementing projects related to water and resource conservation within Butte County, the Subrecipient has specialized knowledge and project management experience that shall assist in the successful

implementation of the Project.

WHEREAS the GSA must further augment its capacity to successfully complete the deliverables of this Project.

WHEREAS, the GSA wishes to engage Subrecipient to manage GSA Consultant(s) on behalf of the GSA to complete the deliverables of Component 1, Component 2, and Component 3 as defined in the Exhibit A, Work Plan.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. PURPOSE

Subrecipient shall provide the following services on behalf of the GSA to assist directly in the implementation of three components of the Project:

Component 1, Grant Administration. Subrecipient shall provide grant and project management services consistent with the Work Plan described in Exhibit A and in keeping with all provisions of the DWR Grant Agreement XXXX included herein in Exhibit D on behalf of the GSA.

Component 2, Data Gaps and Refinements. Subrecipient shall provide subject matter expertise and technical assistance in addition to project management services to complete the deliverables consistent with the Work Plan described in Exhibit A.

Component 3, SGMA Compliance and Inter-basin Coordination. Subrecipient shall provide project management services and contract with a Consultant on behalf of the GSA to complete the deliverables consistent with the Work Plan described in Exhibit A.

2. TERM OF SUBRECIPIENT AGREEMENT

The term of this Agreement shall begin on October 4, 2022, and end on April 30, 2026, or when the Parties' obligations under this agreement are fully satisfied, whichever occurs earlier.

3. AMOUNT

The GSA shall reimburse Subrecipient not more than \$1,025,000 for professional services rendered in association with the terms of this agreement. Any additional costs are the responsibility of the Subrecipient.

4. BASIC CONDITIONS

The GSA shall have no obligation to disburse money for the Project under this Agreement until the Subrecipient has satisfied the following conditions:

- a. Documentation: For the term of this Agreement, the Subrecipient submits Quarterly Progress Reports, and all invoice backup documentation by deadlines specified on the Deliverable Due Date Schedule to be provided by the GSA within 60 days of the execution of this agreement and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".

- b. Levels of Accomplishment: Goals and Performance Measures: Subrecipient agrees to provide the levels of program services as detailed above under Purpose and in Exhibit A, Work Plan. Subrecipient agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged communities and/or Tribes.
- c. Performance Monitoring: The GSA will monitor the performance of Subrecipient against goals and performance standards stated above. Substandard performance as determined by the GSA will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within ninety (90) days after being notified by the GSA, contract suspension or termination procedures shall be initiated.
- d. Compliance with Standard Conditions: Subrecipient must adhere to all applicable standard conditions stated in DWR Grant Agreement between the GSA and DWR, as contained herein in Exhibit D. Violation of any of the terms may result in the contract suspension or termination of this Agreement between the GSA and Subrecipient.

5. DISBURSEMENT OF FUNDS

GSA will disburse to the Subrecipient the amount approved, subject to the availability of funds. The availability of funds may be subject to the approval of progress reports and invoice approval from DWR under the DWR Grant Agreement. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.

6. ELIGIBLE PROJECT COST

The Subrecipient shall apply funds received from the GSA only to Eligible Project Costs in accordance with applicable provisions of the law, the DWR Grant Agreement, and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of project management activities, studies, engineering, design, land and easement acquisition, and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after October 4, 2022 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a. Costs for preparing and filing a grant application and/or spending plan.
- b. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- c. Purchase of equipment not an integral part of a project.

- d. Establishing a reserve fund.
- e. Replacement of existing funding sources.
- f. Travel and per diem costs, except for mileage.
- g. Meals, food items, or refreshments.
- h. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Subrecipient; non-project-specific accounting and personnel services performed within the Subrecipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Subrecipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT

After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the GSA will disburse the whole or portions of funding to the Subrecipient, following receipt from the Subrecipient via US mail or electronic mail delivery of an invoice for costs incurred and approval of costs by DWR under the terms of DWR Grant Agreement. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Agreement number. An Invoice Progress Report shall accompany the submitted invoice and shall outline the work performed for each task during the invoice period. Invoices shall be submitted consistent with the Deliverable Due Date Schedule. The GSA will notify the Subrecipient, in a timely manner, whenever, upon review of an Invoice, the GSA determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable. The Subrecipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the GSA to cure such deficiency(ies). If the Subrecipient fails to submit adequate documentation curing the deficiency(ies), the GSA will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Subrecipient shall include the following information:

- a. Costs incurred for work performed in implementing the Work Plan during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Subrecipient must provide justification within the associated Invoice Progress Report.
- b. Invoices shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees

- must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the GSA's funding amount, as depicted in Paragraph 3, "Amount."
 - v. Signature and date of the Subrecipient's Project Representative.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Subrecipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Subrecipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, if suspected occurrences of the above offenses the GSA may request an audit and reserves all rights refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE GSA

If the GSA determines that a project is not being implemented in accordance with the provisions of this Agreement, or that the Subrecipient has failed in any other respect to comply with the provisions of this Agreement, and if the Subrecipient does not remedy any such failure to the GSA's satisfaction within a reasonable period of time, the GSA may withhold from the Subrecipient all or any portion of the GSA funding and take any other action that it deems necessary to protect its interests. Where a portion of the GSA funding has been disbursed to the Subrecipient and the GSA notifies the Subrecipient of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion of any funds paid to Subrecipient shall thereafter be repaid immediately at the time the GSA notifies the Subrecipient, as directed by the GSA. The GSA may consider the Subrecipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the GSA notifies the Subrecipient of its decision to withhold the entire funding amount from the Subrecipient pursuant to this Paragraph, this Agreement shall terminate upon receipt of such notice by the Subrecipient, and the GSA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS

The Subrecipient shall be in default under this Agreement if any of the following occur:

1. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Subrecipient and the GSA evidencing or securing the Subrecipient's obligations.

2. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement.
3. Failure to provide required submissions pursuant to this Agreement, including any submission or documentation requested as a result of an audit conducted pursuant to Section 7.
4. Failure to submit invoice progress reports pursuant to Paragraph 4.
5. Failure to routinely invoice the GSA pursuant to Paragraph 7.
6. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
7. A determination pursuant to Government Code section 11137 that the Subrecipient has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.

Should an event of default occur, the GSA shall provide a notice of default to the Subrecipient and shall give the Subrecipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Subrecipient. If the Subrecipient fails to cure the default within the time prescribed by the GSA, the GSA may do any of the following:

- a. Terminate any obligation to make future payments to the Subrecipient.
- b. Terminate the Agreement.
- c. Take any other action that it deems necessary to protect its interests.

In the event the GSA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Subrecipient agrees to pay all costs incurred by the GSA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY

On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the GSA determine that the Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The GSA shall provide the Subrecipient advance written notice of such termination, allowing the Subrecipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the GSA.

11. NOTICES

Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a. By delivery in person.
- b. By certified U.S. mail, return receipt requested, postage prepaid.
- c. By electronic means.
- d. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Agreement are as follows:

Butte County Department of Water and
Resource Conservation
Christina Buck
Asst. Director, Butte County
308 Nelson Ave.
Oroville, CA 95965
Phone: (530) 552-3595
Email: cbuck@buttecounty.net

Wyandotte Creek Groundwater
Sustainability Agency
Dillon Raney
GSA Program Manager
308 Nelson Ave.
Oroville, CA 95965
Phone: (530) 552-3595
Email: draney@buttecounty.net

Either party may change its Project Representative upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION

This Subrecipient Agreement is complete and is the final Agreement between the parties.

The following Exhibits are attached and made a part of this Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – DWR Grant Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT
BUTTE COUNTY DEPARTMENT OF
WATER AND RESOURCE CONSERVATION

WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY

Tod Kimmelshue
Chair, Board of Supervisors Date

Bill Connelly
Chair, Wyandotte Creek GSA Date

REVIEWED FOR CONTRACT POLICY
COMPLIANCE
General Services Contracts Division

Approved as to Legal Form and Sufficiency

By _____

Andrew Ramos
Wyandotte Creek GSA Legal Counsel

APPROVED AS TO FORM
BRAD J. STEPHENS
BUTTE COUNTY COUNSEL

By _____

EXHIBIT A

WORK PLAN

Subrecipient shall provide project and grant management services and retain consultants to complete Component tasks as described in this Work Plan.

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of DWR Grant Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the DWR Grant Agreement. No invoices will be reviewed or processed by Grantee until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the DWR Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" from the DWR Grant Agreement and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Subrecipient shall develop contracts and subrecipient agreements, run procurements, and maintain the project record of documents and files generated by GSA Consultant(s), Subrecipients, or other partnering entities involved with all Components.

- Component 1: Grant Administration
- Component 2: Data Gaps and Refinements
- Component 3: SGMA Compliance and Inter-basin Coordination
- Component 4: Regional Conjunctive Use Project
- Component 5: Thermalito Water Treatment Plant Capacity Upgrade

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation for all Components in the DWR Grant Agreement
- Draft and Final Grant Completion Reports

COMPONENT 2: DATA GAPS AND REFINEMENTS –

Component 2 consists of installing monitoring sites and dedicated monitoring equipment to expand the understanding of basin conditions and address data gaps related to groundwater conditions, shallow monitoring and stream gages, domestic well database, and Groundwater Dependent Ecosystems (GDEs). Activities will be coordinated with neighboring subbasins. Tasks also include modifying the GSP in response to the DWR Determination letter, refining and developing an approach to the interconnected surface water SMC, completing the Periodic Evaluation and conducting an Outreach Program through the GSA to engage the public and stakeholders as the GSP is amended, data gaps are filled, and projects and management actions progress. Component progress will be shared with the public and stakeholders through meetings of the Wyandotte Creek GSA and communications to the subbasin’s interested parties list.

Category (d): Monitoring / Assessment

Subrecipient shall provide technical input and subject matter expertise to support the technical work of the GSA Consultant for the following tasks:

- Task 7: Response to DWR GSP Determination
- Task 8: Develop Approach for Interconnected Surface Water Sustainable Management Criteria (ISW SMC)
- Task 9: Draft Five-Year GSP Periodic Evaluation of the GSP
- Task 10: GDE Biological Field Surveys
- Task 11: Create Community Monitoring Plan
- Task 12: Community Monitoring Data and Visualization

Subrecipient shall facilitate meetings between stakeholders, project advisors, and the GSA Consultant team to support planning and implementation and shall review draft documentation and provide direction to GSA Consultant team.

Deliverables:

1. Provide written comments on Task 7 draft GSP Amendments
2. Provide written comments to GSA Consultant on Task 8 Technical Memo
3. Provide written comments to GSA Consultant on Task 9 Draft Periodic Evaluation document

Category (e): Engagement / Outreach

Task 13: Outreach and Education Program

Subrecipient shall retain a Consultant to perform stakeholder outreach and engagement through development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps and develop projects and management actions. Conduct workshops and working group meetings to gain public input.

Deliverables:

1. Meeting agendas, minutes, summaries, and presentation materials
2. All outreach materials

Task 14: Community Monitoring Program Engagement and Education

Subrecipient shall retain a Consultant and manage the GSA Consultant team to perform public engagement through workshops designed to educate participants in the community monitoring program. Inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Hold workshops to discuss the program and hear suggestions, questions, and concerns of the community.

Deliverables:

1. Meeting and/or workshop agendas, minutes/meeting summaries, and presentation materials
2. All education and outreach materials

COMPONENT 3: SGMA COMPLIANCE AND INTER-BASIN COORDINATION

Component 3 consists of activities to support implementation of SGMA in the Wyandotte Creek Subbasin. More specifically, Component 3 includes conducting a fee study to identify long-term funding source for the GSA, preparing annual reports, updating the Butte Basin Groundwater Model, enhancing the data management system, and conducting an analysis of neighboring subbasin GSPs to support inter-basin coordination. Interested parties will be informed through regular advisory committee, GSA Board and public meetings and through email correspondence to the interested parties list, similar to the approach taken during GSP development.

Category (b): Environmental / Engineering / Design

Subrecipient shall conduct a long-term financing options study for funding the Wyandotte Creek GSA resulting in a Fee Study and adopted fee.

Deliverables:

1. Finalized Fee Study

Category (d): Monitoring / Assessment

Task 1: Prepare Annual Reports

Subrecipient shall retain a Consultant to prepare four (4) annual reports, consistent with DWR requirements, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status. Subrecipient staff shall manage the Consultant and provide subject matter expertise to support development of the reports.

Deliverables:

1. Annual Reports for Water Years 2022, 2023, 2024, and 2025

Task 2: Integrated Groundwater-Surface Water Modeling to Support GSP Amendments and PMA Implementation

Subrecipient shall retain a Consultant to update an integrated groundwater-surface water model (i.e. the Butte Basin Groundwater Model [BBGM]) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget; improve understanding of hydrogeology; inform future refinements to the hydrogeologic conceptual model; identify potential areas for recharge; and quantify benefits of potential implementation projects. Incorporate data from DWR's Airborne Electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions. Address potential model limitations identified in the GSP, including the need for additional hydrogeological conceptualization and the incorporation of future data into model calibration.

Deliverables:

1. Technical memorandum summarizing integrated data and updates made to the BBGM

Task 3: Data Management System (DMS) Enhancements

Subrecipient shall retain a Consultant to complete enhancements to the DMS. Upgrade the DMS to produce reports for critical sustainability indicators for regular monitoring of the subbasin and viewing of the current status of subbasin sustainability by interested parties.

Deliverables:

1. Link to DMS hosted on the Wyandotte Creek GSA website

Task 4: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

Subrecipient shall retain a Consultant to evaluate and compare contents of GSPs in the Feather River Corridor region with a focus on establishing a common understanding of basin conditions at boundaries. Identify significant differences, uncertainties, and potential issues of concern related to groundwater interaction at the boundaries. Engage in analysis and evaluation of SMCs between GSPs to identify significant differences and possible impacts between subbasins that could potentially lead to undesirable results.

Deliverables:

1. Technical Memorandum summarizing results of joint analysis and evaluation of GSPs

Category (e): Engagement / Outreach

Subrecipient shall participate in meetings with neighboring subbasins/GSAs and update Subbasin stakeholders on inter-basin coordination efforts.

Deliverables:

1. Meeting agendas, minutes/meeting summaries, and presentation materials

EXHIBIT B

BUDGET

Components	Department Staff	Consultants	Total
Component 1: Grant Administration			
(a) Grant/Component Administration	\$200,000	0	\$200,000
Total			\$200,000
Component 2: Data Gaps and Refinements			
(d) Monitoring / Assessment	\$100,000	0	\$100,000
(e) Engagement/Outreach	0	\$95,000	\$95,000
Total			\$195,000
Component 3: SGMA Compliance and Inter-basin Coordination			
(b) Environmental / Engineering / Design	0	\$100,000	\$100,000
(d) Monitoring / Assessment	\$20,000	\$500,000	\$520,000
(e) Engagement/Outreach	\$3,000	\$7,000	\$10,000
Total			\$630,000
Total:	\$323,000	\$702,000	\$1,025,000

EXHIBIT C
SCHEDULE

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	05/01/2023	04/15/2026
(a) Grant Agreement Administration	05/01/2023	04/15/2026
(b) Environmental / Engineering / Design	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	NA	NA
Component 2: Data Gaps and Refinements	10/04/2022	04/01/2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	01/01/2024	12/31/2024
(c) Implementation / Construction	06/01/2024	12/31/2025
(d) Monitoring / Assessment	05/01/2023	03/31/2026
(e) Education / Outreach	10/04/2022	03/31/2026
Component 3: SGMA Compliance and Inter-basin Coordination	10/04/2022	04/01/2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	10/04/2022	03/31/2026
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	10/04/2022	03/31/2026
(e) Education / Outreach	10/04/2022	03/31/2026

NOTES:

¹ Schedule only dictates the work start date and the work end date for the Budget Category listed. The Subrecipient must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in this Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed herein.

EXHIBIT D

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER <SAP AGREEMENT NUMBER>**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Wyandotte Creek Groundwater Sustainability Agency, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the Wyandotte Creek Subbasin Groundwater Sustainability Plan (GSP) Projects and Management Actions Implementation (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 1, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,527,284. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of the Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations, or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post-construction performance and monitoring costs.
- D. Purchase of equipment is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, training, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Lauren Hinch at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from an authorized representative to Lauren Hinch at Lauren.Hinch@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding to be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.

- ii. Terminate any obligation to make future payments to the Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. **CONTINUING ELIGIBILITY.** The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. **Quarterly Progress Reports:** The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of the upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly

Progress Report should be submitted to the State no later than APRIL 15, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 - C. Component Completion Reports: The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
 - D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
 - E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record-keeping, and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
 - F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
 - G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant

Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan," a Monitoring Plan shall be submitted to the State prior to the disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding the preservation of the resource and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed

effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Wyandotte Creek Groundwater Sustainability Agency

Kamie Loeser
Director and Administrator
308 Nelson Avenue
Oroville, California 95965
Phone: (530) 552-3592
Email: KLoeser@buttecounty.net

Direct all inquiries to the Grant Manager:

Department of Water Resources

Lauren Hinch
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9096
Email: Lauren. Hinch@water.ca.gov

Wyandotte Creek Groundwater Sustainability Agency

Kamie Loeser
Director and Administrator
308 Nelson Avenue
Oroville, California 95965
Phone: (530) 552-3592
Email: KLoeser@buttecounty.net

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Local Project Sponsors

Exhibit L– Appraisal Specifications

Exhibit M– Information Needed for Escrow Process and Closure

Exhibit N– Project Monitoring Plan Guidance

Exhibit O– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY

Arthur Hinojosa
Manager, Division of Regional Assistance

Kamie Loeser
Director and Administrator

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

Exhibit A

WORK PLAN

Project Title: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation (Project)

Project Description: The Work Plan includes activities associated with implementation and continued planning, development, and preparation of a Groundwater Sustainability Plan (GSP) for the Wyandotte Creek Groundwater Subbasin (Subbasin). The resulting GSP and implementation projects will incorporate appropriate Best Management Practices (BMPs) as developed by DWR and will result in a more complete understanding of the Subbasin to support long-term sustainable groundwater management. The Subbasin uses both groundwater and surface water supplies for irrigation and municipal/household water demands and groundwater conditions are generally stable. Implementing the GSP in this subbasin largely focuses on increasing monitoring to improve our understanding of the groundwater system, conducting the required reporting and monitoring to meet the requirements of SGMA, and pursuing opportunities to reduce reliance on groundwater. The proposed Project also consists of the installation of monitoring wells for identifying and filling data gaps related to shallow groundwater level monitoring, interconnected streams monitoring, and community monitoring of domestic wells. The Work Plan includes five Components:

- Component 1: Grant Administration
- Component 2: Data Gaps and Refinements
- Component 3: SGMA Compliance and Inter-basin Coordination
- Component 4: Regional Conjunctive Use Project
- Component 5: Thermalito Water Treatment Plant Capacity Upgrade

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing the contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager, and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: DATA GAPS AND REFINEMENTS

Component 2 consists of installing monitoring sites and dedicated monitoring equipment to expand the understanding of basin conditions and address data gaps related to groundwater conditions, shallow monitoring and stream gages, domestic well databases, and Groundwater-Dependent Ecosystems (GDEs). Activities will be coordinated with neighboring subbasins. Tasks also include modifying the GSP in response to the DWR Determination letter, refining and developing an approach to the interconnected surface water SMC, completing the Periodic Evaluation, and conducting an Outreach Program through the GSA to engage the public and stakeholders as the GSP is amended, data gaps are filled, and projects and management actions progress. Component progress will be shared with the public and stakeholders through meetings of the Wyandotte Creek GSA and communications to the subbasin's interested parties list.

Category (a): Component Administration

Not applicable to this component

Category (b): Environmental / Engineering / DesignTask 1: Landowner Access Agreement/Site Access

Acquire landowner access agreement(s) required to install monitoring wells, piezometers, and stream gages if applicable. Ensure adequate long-term access for construction and maintenance of the well, piezometer, and/or stream gage.

Deliverables:

- Landowner access agreement(s)

Task 2: Multi-Completion Monitoring Wells Planning

Conduct planning and design activities associated with the multi-completion monitoring well installation within the Subbasin. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, as well as the final number of completions to be included in each monitoring well.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements.

Prepare preliminary and final design plans and specifications. Submit preliminary design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bids in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed, and a recommendation for award made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meetings, bid opening and evaluation, selection of the contractor, awarding the contract, and issuance of notice to proceed.

Deliverables:

- Map of approved locations for monitoring wells
- All CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Task 3: Shallow Wells and Stream Gages Planning

Conduct planning and design activities associated with the shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Perform a technical assessment of potential monitoring locations, associated costs, and landowner participation to determine the final number and location of sites to be installed, as well as the final number of stream gages to be installed.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits.

Prepare preliminary and final design plans and specifications. Submit design plans and specifications to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

Prepare bid documents, including the invitation to bid, instructions to bidders, bid forms, and descriptions of bid items. Publicly advertise bids in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed, and a recommendation for the award will be made. Send a Notice of Intent to Award to the selected bidder(s). Submit a Notice(s) to Award and Notice(s) to Proceed.

This task must comply with Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meetings, bid opening and evaluation, selection of the contractor, awarding the contract, and issuance of notice to proceed.

Deliverables:

- Map of approved locations for shallow wells, piezometers, and stream gages
- All required CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed

Category (c): Implementation / Construction

Task 4: Multi-Completion Monitoring Wells Installation

Install a minimum of three (3) multi-completion monitoring wells. Install a minimum of two (2) vertical zones per well. Base the final well locations and designs, including the number of screen intervals, on the HCM, water conditions, available budget, and access agreements. Prepare a well installation report, summarizing installation activities and data acquired during installation.

Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction, and post-construction conditions to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage
- Well-installation summary report

Task 5: Shallow Wells and Stream Gages Installation

Install a minimum of five (5) new interconnected surface water monitoring sites. Ensure each stream gage installed will be paired with the three (3) new shallow monitoring wells. Base the final well locations and designs, including the number of screen intervals, on the HCM, water conditions, available budget, and access agreements. Prepare a surface and groundwater monitoring site report, summarizing equipment installation activities and data acquired during installation.

Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction, and post-construction to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage
- Surface and groundwater monitoring site summary report

Task 6: Equip Volunteer Owners Wells with Monitoring Equipment

Purchase necessary monitoring equipment to track water levels in a minimum of ten (10) domestic wells. Engage with domestic well owners who have volunteered to participate. Install purchased monitoring equipment.

Deliverables:

- Proof of equipment and materials purchased
- Summaries of activities and photo documentation of pre-installation, installation, and post-installation activities to include in the associated quarterly Progress Reports

Category (d): Monitoring / Assessment

Task 7: Response to DWR GSP Determination

Modify the GSP in response to DWR's determination letter received in July 2023. Draft an amended GSP available for public review and comment.

Deliverables:

- Draft Amended GSP

Task 8: Develop Approach for Interconnected Surface Water Sustainable Management Criteria (ISW SMC)

Coordinate on a regional basis. Provide technical work toward refining the SMC for Interconnected Surface Water (ISW) to address DWR comments on the GSP. Utilize groundwater levels as proxies for measurable objectives and minimum thresholds in the GSP. Utilize new data to fill initial data and develop a refined approach to set the ISW SMC for the updated GSP.

Deliverables:

- Technical Memorandum summarizing the data evaluation and detailing the approach used to set ISW SMC in the Wyandotte Creek GSP

Task 9: Draft Five-Year GSP Periodic Evaluation of the GSP

Develop the Periodic Evaluation to accompany the amended GSP for submittal to DWR before January 2027 as part of the required 5-year Periodic Evaluation.

Deliverables:

- Draft Periodic Evaluation
- Board meeting presentations and meeting minutes on GSP evaluation, update progress and findings

Task 10: GDE Biological Field Surveys

Develop an updated field-based survey of potential GDEs to better understand current and cyclical GDE trends. Improve estimation of ISW in the Subbasin. Conduct data collection using field mapping techniques

supplemented by desktop research conducted during the planning phase. Compare these GDE estimates to potential GDE information provided in the GSP. Update the comprehensive basin-wide dataset of GDEs.

Deliverables:

- Work Plan
- Technical Memorandum summarizing potential GDEs, estimates, and the basin-wide dataset

Task 11: Create Community Monitoring Plan

Create a monitoring program plan for domestic well owners, including methods for outreach and engagement. Identify and meet education needs. Identify methods for data management and plan implementation. Maintain installed monitoring equipment.

Deliverables:

- Community Monitoring Plan
- Well Monitoring Equipment Summary Technical Memorandum

Task 12: Community Monitoring Data and Visualization

Enhance the existing DMS to house the water levels collected as part of the community monitoring program. Include the capability for the DMS to produce materials of the status of subbasin sustainability for interested parties. Create a user interface with new or existing front-end software needed to visually communicate the water levels.

Deliverables:

- Link to DMS and visualizations hosted on the Wyandotte Creek GSA website.

Category (e): Engagement / Outreach

Task 13: Outreach and Education Program

Perform stakeholder outreach and engagement through the development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps, and develop projects and management actions. Conduct workshops and working group meetings to gain public input.

Deliverables:

- Meeting agendas, minutes, summaries, and presentation materials
- All outreach materials

Task 14: Community Monitoring Program Engagement and Education

Perform public engagement through workshops designed to educate participants in the community monitoring program. Inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Hold workshops to discuss the program and hear suggestions, questions, and concerns of the community.

Deliverables:

- Meeting and/or workshop agendas, minutes/meeting summaries, and presentation materials
- All education and outreach materials

Task 15: Inter-basin Coordination- Monitoring Network

Participate in meetings with neighboring subbasins/GSAs to coordinate planning and monitoring well and stream gage site locations.

Deliverables:

- Meeting and/or workshop agendas

COMPONENT 3: SGMA COMPLIANCE AND INTER-BASIN COORDINATION

Component 3 consists of activities to support the implementation of SGMA in the Wyandotte Creek Subbasin. More specifically, Component 3 includes conducting a fee study to identify long-term funding sources for the GSA, preparing annual reports, updating the Butte Basin Groundwater Model, enhancing the data management system, and conducting an analysis of neighboring subbasin GSPs to support inter-basin coordination. Interested parties will be informed through regular advisory committee, GSA Board, and public meetings and through email correspondence to the interested parties list, similar to the approach taken during GSP development.

Category (a): Component Administration

Not applicable to this component

Category (b): Environmental / Engineering / Design

Conduct a long-term financing options study for funding the Wyandotte Creek GSA. Include a Fee Study resulting in a selected funding mechanism for the GSA.

Deliverables:

- Finalized Fee Study

Category (c): Implementation / Construction

Not applicable to this component

Category (d): Monitoring / Assessment

Task 1: Prepare Annual Reports

Prepare four (4) annual reports, consistent with DWR requirements, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status.

Deliverables:

- Annual Reports for Water Years 2022, 2023, 2024, and 2025

Task 2: Integrated Groundwater-Surface Water Modeling to Support GSP Amendments and PMA Implementation

Update an integrated groundwater-surface water model (i.e. the Butte Basin Groundwater Model [BBGM]) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget; improve understanding of hydrogeology; inform future refinements to the hydrogeologic conceptual model; identify potential areas for recharge; and quantify benefits of potential implementation projects. Incorporate data from DWR's Airborne Electromagnetic (AEM) surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions. Address potential model limitations identified in the GSP, including the need for additional hydrogeological conceptualization and the incorporation of future data into model calibration.

Deliverables:

- Technical memorandum summarizing integrated data and updates made to the BBGM

Task 3: Data Management System (DMS) Enhancements

Complete enhancements to the DMS. Upgrade the DMS to produce reports for critical sustainability indicators for regular monitoring of the subbasin and viewing of the current status of subbasin sustainability by interested parties.

Deliverables:

- Link to DMS hosted on the Wyandotte Creek GSA website

Task 4: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

Evaluate and compare the contents of GSPs in the Feather River Corridor region with a focus on establishing a common understanding of basin conditions at boundaries. Identify significant differences, uncertainties, and potential issues of concern related to groundwater interaction at the boundaries. Engage in analysis and evaluation of SMCs between GSPs to identify significant differences and possible impacts between subbasins that could potentially lead to undesirable results.

Deliverables:

- Technical Memorandum summarizing results of joint analysis and evaluation of GSPs

Category (e): Engagement / Outreach

Participate in meetings with neighboring subbasins/GSAs. Update Subbasin stakeholders on inter-basin coordination efforts.

Deliverables:

- Meeting agendas, minutes/meeting summaries, and presentation materials

COMPONENT 4: REGIONAL CONJUNCTIVE USE PROJECT

Component 4 consists of three phases: (1) Intra-Basin Water Exchange Feasibility Study, (2) Agricultural Surface Water Supplies Feasibility Study, and (3) Agricultural Irrigation Efficiency. Phase 1, Intra-Basin Water Exchange Feasibility Study, will focus on working with water purveyors with service areas within and outside the Subbasin to enhance their ability to divert supply and make it available to agricultural users within the subbasin. Phase 2, Agricultural Surface Water Supplies Feasibility Study, is intended to utilize existing surface water available in the region for agricultural users in the Wyandotte Creek subbasin. Phase 3, Agricultural Irrigation Efficiency will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (i.e., evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring.

Category (a): Component Administration

Not applicable to this component

Category (b): Environmental / Engineering / Design**Task 1: Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility**

Conduct planning and design activities associated with diverting water exchange from intra-basin sources such as the Thermalito Water and Sewer District and/or South Feather Water and Power Agency.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements required for expansion of water purveyors exchanges.

Prepare preliminary water exchange agreements.

Complete feasibility study associated with intra-basin water exchanges to identify CEQA and NEPA requirements and required permits and assess the effectiveness of the program.

Deliverables:

- Feasibility Study Summary Report
- Required CEQA and NEPA Documents
- All Required Permits
- Draft Water Exchange Agreements

Task 2: Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility

Conduct planning, and design activities associated with the increased use of surface water for agricultural use for in-lieu recharge. Conduct a feasibility study that will identify potential agricultural users who could use surface water supply in lieu of groundwater supply. Investigate the feasibility of these dual-source irrigation systems and identify the required environmental documents and permits for the project. Prepare preliminary design plans and specifications for infrastructure updates needed for implementation.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements required for the expansion of water purveyors' exchanges.

Deliverables:

- Feasibility Study Summary Report
- All CEQA and NEPA documents
- All Necessary Permits
- Preliminary design plans and specifications for infrastructure to support in-lieu recharge in the subbasin

Task 3: Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility

Perform comprehensive field-scale ground-based inventory of irrigation methods, crops, and water sources in the Wyandotte Subbasin. Review state-of-the-art precision irrigation technology. Select the most appropriate precision irrigation technology. Conduct a feasibility study and develop a precision irrigation piloting program for the Wyandotte Subbasin, including a summary of ground-based inventory.

Prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations, and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Acquire necessary permits and coordination agreements required for expansion of water purveyors exchanges.

Deliverables:

- Feasibility Study Summary Report, including geospatial maps of results from field-scale ground-based inventory of irrigation methods, crops, and water sources for the Subbasin
- All CEQA and NEPA documents
- All Necessary Permits
- Agricultural irrigation efficiency pilot program plan

Category (c): Implementation / Construction

Conduct activities associated with the precision irrigation pilot program plan developed as part of Task 3 with agricultural and academic partner cooperation. Install purchased equipment for participating landowners. Disseminate remotely sensed ET to the Subbasin agricultural stakeholders.

Deliverables:

- Summaries and photo documentation of pre-installation, installation, and post-installation activities to include in the associated quarterly Progress Reports
- Proof of equipment and materials purchased

Category (d): Monitoring / Assessment

Measure and assess results of the Agricultural Irrigation Efficiency pilot program. Continue the monitoring and maintenance of equipment purchased and installed under the Agricultural Irrigation Efficiency pilot program.

Deliverables:

- Implementation Summary Report summarizing results of the Agricultural Irrigation Efficiency pilot program

Category (e): Engagement / Outreach

Perform grower engagement through workshops designed to educate participants on the three phases of the Component. Inform interested parties about the study and pilot program progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Meeting and/or workshop agendas, minutes, and presentation materials
- All education and outreach materials

COMPONENT 5: THERMALITO WATER TREATMENT PLANT CAPACITY UPGRADE

Component 5 consists of installing additional membrane filter racks at the Thermalito Water and Sewer District (TWSD) treatment plant, located at 535 Table Mountain Boulevard, Oroville, CA 95965 in the Wyandotte Creek

Subbasin. The current maximum capacity of the treatment plant is 4 million gallons per day (MGD). When demand exceeds the plant capacity, the remaining demand is provided using wells throughout the area. The proposed project would double the treatment plant capacity to 8 MGD with the installation of two (2) filter racks and associated equipment and thereby reduce groundwater demand by about 600 acre-feet in the subbasin by expanding the ability to utilize available surface water.

Category (a): Component Administration

Not applicable to this component.

Category (b): Environmental / Engineering / Design

Not applicable to this component.

Category (c): Implementation / Construction

Install the additional membrane filter racks at the TWSD treatment plant per the final design, plans, and specifications. Manage the construction to verify completion is on schedule and consistent with the specifications. Summarize construction activity in the quarterly Progress Reports, including descriptions of any change orders. Photo-document pre-construction, construction activities log, and post-construction site conditions to include in the associated quarterly Progress Reports. Conduct an inspection of the completed Component by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Component was constructed per the 100% design plans and specifications.

Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction, and post-construction to include in the associated quarterly Progress Reports
- Record drawings
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage

Category (d): Monitoring / Assessment

Not applicable to this component

Category (e): Engagement / Outreach

Not applicable to this component

**Exhibit B
BUDGET**

Grant Title: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation

Grantee: Wyandotte Creek Groundwater Sustainability Agency

Components	Grant Amount
Component 1: Grant Administration	\$200,000
Component 2: Data Gaps and Refinements	\$1,978,750
Component 3: SGMA Compliance and Inter-basin Coordination	\$630,000
Component 4: Regional Conjunctive Use Project	\$400,000
Component 5 : Thermalito Water Treatment Plant Capacity Upgrade	\$2,318,534
Total:	\$5,527,284

Component 1: Grant Administration

Component 1 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$200,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$200,000

Component 2: Data Gaps and Refinements

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$70,000
(c) Implementation / Construction	\$1,200,000
(d) Monitoring / Assessment	\$593,750
(e) Engagement / Outreach	\$115,000
Total:	\$1,978,750

Component 3: SGMA Compliance and Inter-basin Coordination

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$100,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$520,000
(e) Engagement / Outreach	\$10,000
Total:	\$630,000

Component 4: Regional Conjunctive Use Project

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$280,000
(c) Implementation / Construction	\$80,000
(d) Monitoring / Assessment	\$20,000
(e) Engagement / Outreach	\$20,000
Total:	\$400,000

Component 5: Thermalito Water Treatment Plant Capacity Upgrade

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$2,318,534
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$2,318,534

Exhibit C
SCHEDULE

Grant Title: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	January 1, 2024	April 15, 2026
(a) Grant Agreement Administration	05/01/2023	04/15/2026
(b) Environmental / Engineering / Design	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	NA	NA
Component 2: Data Gaps and Refinements	October 4, 2022	March 31, 2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	01/01/2024	12/31/2024
(c) Implementation / Construction	06/01/2024	12/31/2025
(d) Monitoring / Assessment	05/01/2023	03/31/2026
(e) Education / Outreach	10/04/2022	03/31/2026
Component 3: SGMA Compliance and Inter-basin Coordination	October 4, 2022	March 31, 2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	10/04/2022	03/31/2026
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	10/04/2022	03/31/2026
(e) Education / Outreach	10/04/2022	03/31/2026
Component 4: Regional Conjunctive Use Project	October 4, 2022	March 31, 2026
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	01/01/2024	03/31/2026
(c) Implementation / Construction	01/01/2024	03/31/2026
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	01/01/2024	03/31/2026

Component 5: Thermalito Water Treatment Plant Capacity Upgrade	February 1, 2023	April 1, 2024
(a) Grant Agreement Administration	NA	NA
(b) Environmental / Engineering / Design	NA	NA
(c) Implementation / Construction	02/01/2023	04/01/2024
(d) Monitoring / Assessment	NA	NA
(e) Education / Outreach	NA	NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlate to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgment of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at the Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies

provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide not to fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative within thirty (30) days of the Grantee's knowledge of the claim. The

State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other

items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. The cost of transportation, if any, shall be borne by the State.

- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract, or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan," and in accordance with Project Exhibit B, "Budget," and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.

- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.
 - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - H. Be solely responsible for the design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict the responsibilities of the Grantee under this Agreement.
 - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for the performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.

- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of the contract value and labor and materials (100%) of the contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond

issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and the Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgment of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until the termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or any duty, covenant, obligation, or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS



Resolution No. 2022-01

RESOLUTION BY THE WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY THAT AN APPLICATION BE MADE TO THE DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION GRANT.

WHEREAS, the Wyandotte Creek is the Groundwater Sustainability Agency ("Wyandotte Creek GSA") in the Wyandotte Creek Subbasin; and

WHEREAS, the Wyandotte Creek Subbasin has adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act ("SGMA") and pursuant to a Joint Powers Agreement agreed to and executed by the Wyandotte Creek GSA Member Agencies; and

WHEREAS, the Wyandotte Creek GSA is preparing an application to the California Department of Water Resources ("DWR") to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

WHEREAS, DWR will accept one application per subbasin during the SGM Grant Program's SGMA Implementation Round 2; and

WHEREAS, the Wyandotte Creek GSA desires to work cooperatively with the Wyandotte Creek GSA Member Agencies in the submission of one application to DWR and in developing and undertaking projects and other activities pursuant to the Wyandotte Creek Subbasin's application to DWR; and

WHEREAS, it is the intention of the Wyandotte Creek GSA to submit one grant application on behalf of the entire Wyandotte Creek Subbasin for the SGM Grant Program SGMA Implementation Grant Round 2 solicitation; and

WHEREAS, the Wyandotte Creek GSA is preparing an application that includes proposed projects submitted by the GSA's Member Agencies and eligible entities consistent with the Wyandotte Creek Subbasin Groundwater Sustainability Plan for the SGM Grant Program's SGMA Implementation Grant Round 2; and

WHEREAS, the Wyandotte Creek GSA's application includes projects that are of interest and of benefit to the Wyandotte Creek Subbasin; and

WHEREAS, the SGM Grant Program SGMA Implementation Grant Proposal Solicitation Package requires that the Wyandotte Creek GSA, as the entity acting as the applicant, must adopt a resolution that designates an authorized representative to submit the application and execute an agreement with the State of California for the SGMA Implementation Grant application.

NOW, THEREFORE BE IT RESOLVED, by the Wyandotte Creek GSA, that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

CITY OF OROVILLE • THERMALITO WATER & SEWER DISTRICT • COUNTY OF BUTTE

BE IT FURTHER RESOLVED that the Wyandotte Creek GSA has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the: Wyandotte Creek Subbasin GSP Projects and Management Actions Implementation – Round 2 Grant Application.

BE IT FURTHER RESOLVED that the Butte County Director of Water and Resource Conservation, administrator of the Wyandotte Creek GSA, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED by the Wyandotte Creek Board of Directors, the governing body for the Wyandotte Creek GSA this 10th day of November 2022, by the following vote:

AYES: Bynum, Wristen, Smith, Connelly

NOES:

ABSENT: Daley

ABSTAIN:



Bill Connelly, Chair
Wyandotte Creek Board of Directors

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Wyandotte Creek GSA held on the 10th day of November, 2022.

ATTEST:

By: 

Kamie Loeser, Administrator, Wyandotte Creek GSA

Resolution 07-22
THERMALITO WATER AND SEWER DISTRICT
410 Grand Avenue, Oroville CA 95965

**“A RESOLUTION IN SUPPORT OF THE WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY’S APPLICATION FOR A SUSTAINABLE
GROUNDWATER MANAGEMENT GRANT”**

WHEREAS, Thermalito Water & Sewer District (District) is a Member Agency of the Wyandotte Creek Groundwater Sustainability Agency (“Wyandotte Creek GSA”); and

WHEREAS, the Wyandotte Creek Groundwater Sustainability Agency (“Wyandotte Creek GSA”) is the GSA in the Wyandotte Creek Subbasin; and

WHEREAS, the Wyandotte Creek Subbasin has adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act (“SGMA”) and pursuant to a Joint Powers Agreement agreed to and executed by the Wyandotte Creek GSA Member Agencies; and

WHEREAS, the Wyandotte Creek GSA is preparing an application to the California Department of Water Resources (“DWR”) to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

WHEREAS, DWR will accept one application per subbasin during the SGM Grant Program’s SGMA Implementation Round 2; and

WHEREAS, it is the intention of the District that one grant application be submitted on behalf of the entire Wyandotte Creek Subbasin for the Round 2 Solicitation; and

WHEREAS, the District desires to work cooperatively with the Wyandotte Creek GSA Member Agencies and other project proponents in the submission of an application to DWR and in developing and undertaking projects and other activities pursuant to the Wyandotte Creek GSA’s application to DWR; and

WHEREAS, the Wyandotte Creek GSA’s application includes consideration of the Thermalito Water Treatment Plant Capacity Upgrade, a potential project of interest and of benefit to the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors for Thermalito Water & Sewer District that the District supports the Wyandotte Creek GSA’s application to DWR to obtain a grant under the SGM Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

BE IT FURTHER RESOLVED that the District acknowledges that the Wyandotte Creek GSA has the authority and shall enter into a funding agreement with DWR to receive a grant benefitting one or more SGMA projects in the Wyandotte Creek Subbasin, including the District's potential project(s).

BE IT FURTHER RESOLVED that the Butte County Director of Water and Resource Conservation, or designee, is authorized to administer the SGM Grant Project on County's behalf and for its benefit, including preparing the necessary data, conducting investigations, filing such application, executing a funding agreement and any future amendments thereto, submitting invoices, and any reporting requirements with DWR.


PASSED AND ADOPTED, by the Board of Thermalito Water and Sewer District, Butte County, at its regular meeting on December 13, 2022.

AYES: Director's Hatley, Taggart, Wristen, Koch and Clark

NAYS:

ABSTAIN:

ABSENT:



Bruce Wristen
President of the Board of Directors
Thermalito Water and Sewer District

ATTEST:



Jayme Boucher
Secretary of the Board of Directors
Thermalito Water and Sewer District



Resolution No. 22-167

A RESOLUTION IN SUPPORT OF THE WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY'S APPLICATION FOR A SUSTAINABLE GROUNDWATER MANAGEMENT GRANT ROUND 2 APPLICATION

WHEREAS, Butte County is a Member Agency of the Wyandotte Creek Groundwater Sustainability Agency ("Wyandotte Creek GSA"); and

WHEREAS, the Wyandotte Creek Groundwater Sustainability Agency ("Wyandotte Creek GSA") is the GSA in the Wyandotte Creek Subbasin; and

WHEREAS, the Wyandotte Creek Subbasin has adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act ("SGMA") and pursuant to a Joint Powers Agreement agreed to and executed by the Wyandotte Creek GSA Member Agencies; and

WHEREAS, the Wyandotte Creek GSA is preparing an application to the California Department of Water Resources ("DWR") to obtain a grant under the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022; and

WHEREAS, DWR will accept one application per subbasin during the SGM Grant Program's SGMA Implementation Round 2; and

WHEREAS, it is the intention of Butte County that one grant application be submitted on behalf of the entire Wyandotte Creek Subbasin for the Round 2 Solicitation; and

WHEREAS, Butte County desires to work cooperatively with the Wyandotte Creek GSA Member Agencies and other project proponents in the submission of an application to DWR and in developing and undertaking projects and other activities pursuant to the Wyandotte Creek GSA's application to DWR; and

WHEREAS, the Wyandotte Creek GSA's application includes projects and management actions that are consistent with the Wyandotte Creek Subbasin Groundwater Sustainability Plan; these projects are of interest and of benefit to Butte County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Butte that the County supports the Wyandotte Creek GSA's application to DWR to obtain a grant under the SGM Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022.

BE IT FURTHER RESOLVED that Butte County, a Member Agency of the Wyandotte Creek GSA, acknowledges that the Wyandotte Creek GSA has the authority and shall enter into a funding agreement with DWR to receive a grant benefitting one or more SGMA projects in the Wyandotte Creek Subbasin.

PASSED AND ADOPTED by the Butte County Board of Supervisors this 8th day of November, 2022 by the following vote:

AYES: Supervisors Ritter, Kimmelshue, Teeter and Chair Connelly

NOES: None

ABSENT: None

ABSTAIN: None



Bill Connelly, Chair
Butte County Board of Supervisors

ATTEST:

Andy Pickett, Chief Administrative Officer
and Clerk of the Board of Supervisors


By: 
Deputy

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g., 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost-sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits

- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. The inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policies, and procedures on State-funded Programs/Projects
3. Audit reports of the Agency's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State-funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

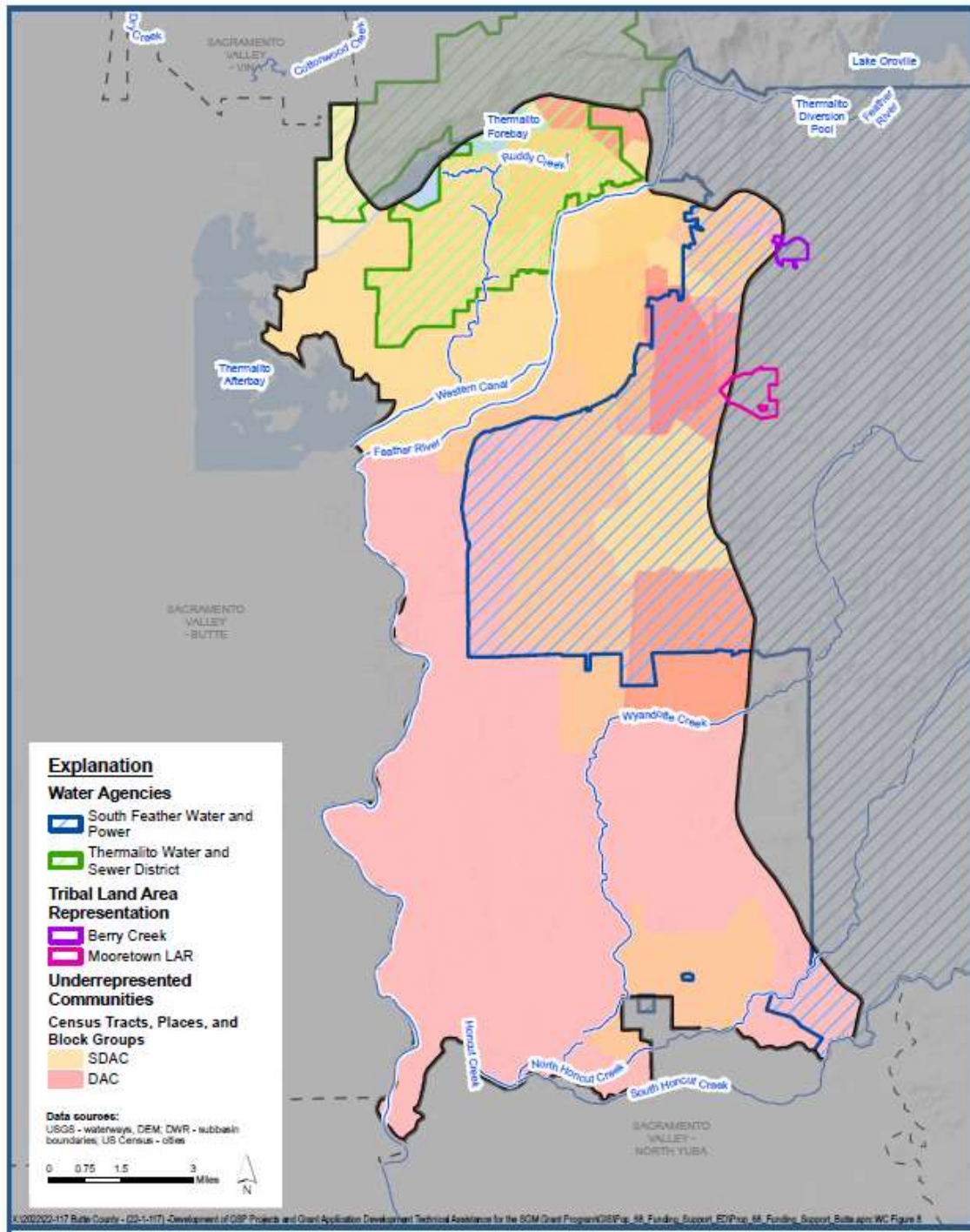
Exhibit I PROJECT LOCATION

Components 2 through 4:

Implementing Agency: Wyandotte Creek Groundwater Sustainability Agency

Agency Address: 308 Nelson Avenue, Oroville, CA 95965

Project Location: Wyandotte Creek Subbasin in Butte County.



Component 5:

Implementing Agency: Thermalito Water and Sewer District

Agency Address: 410 Grand Avenue, Oroville, CA 95965

Project Location: Oroville, California

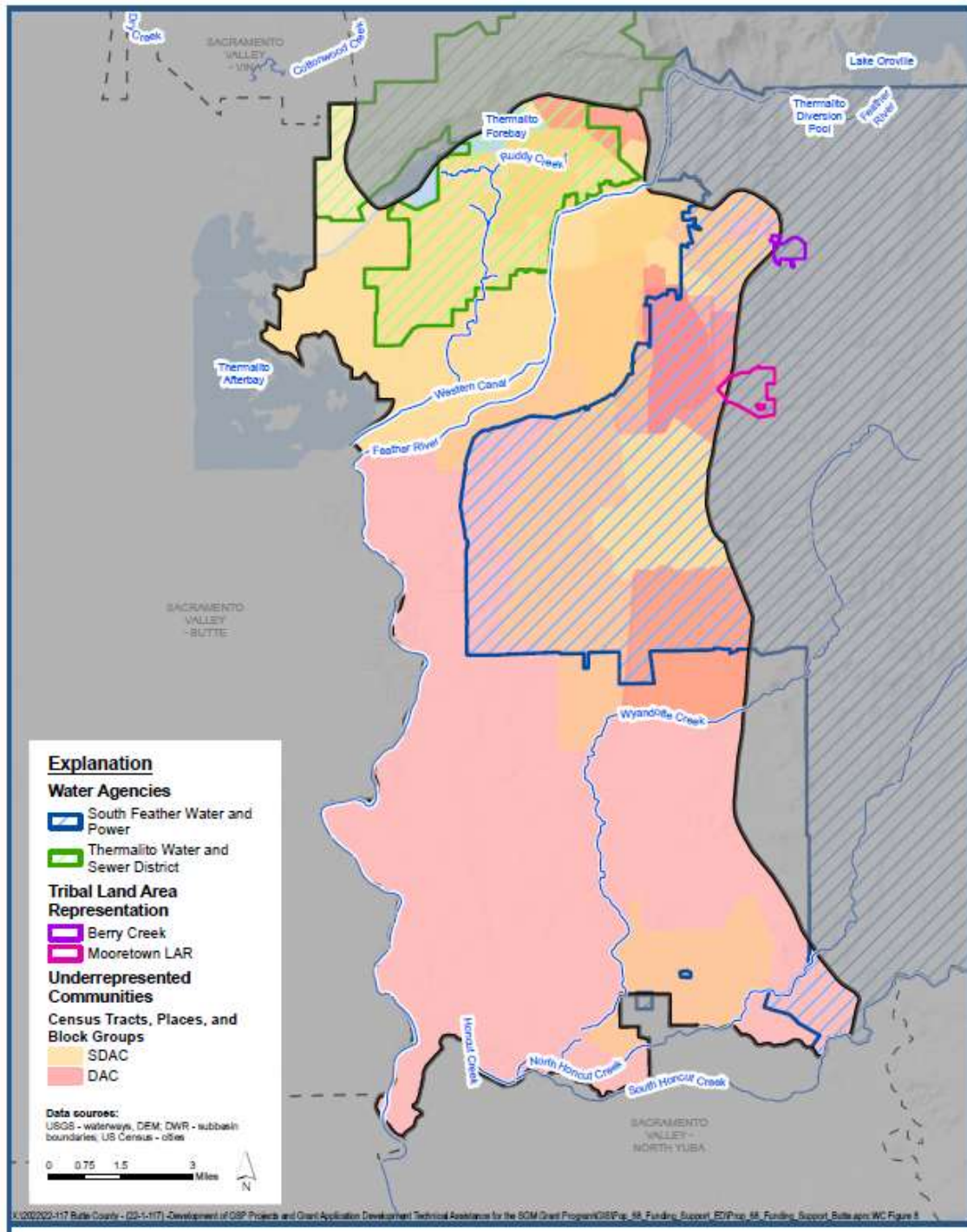


Exhibit J
MONITORING AND MAINTENANCE PLAN COMPONENTS
NOT APPLICABLE

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

Exhibit M
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Costs such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

Wyandotte Creek Groundwater Sustainability Agency Services Agreement

This Agreement is entered into as of the date last signed and dated below by and between the Wyandotte Creek Groundwater Sustainability Agency, a joint powers authority (“GSA”), and Larry Walker Associates, Inc., a California corporation (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Attachment I (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 GSA shall pay to Contractor a fee based on *[check one]*:

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 **\$1,510,750**. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by GSA. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to GSA 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, GSA shall pay the invoice within 60 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work or no later than April 15, 2026, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Attachment I includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by GSA for good cause shown by Contractor.

3.2 This Agreement may be terminated at any time by GSA 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 GSA 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 such 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. GSA 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.

4.2 The individuals whose certifications are included in Attachment II are designated as key personnel and are considered to be essential to the successful performance of the work hereunder. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify GSA and shall, subject to GSA's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by GSA to evaluate the proposed substitution. GSA shall evaluate Contractor's request and promptly notify Contractor of its decision in writing.

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 GSA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the GSA, any of its member agencies, or of any GSA or GSA member agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any GSA 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. GSA 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.

7 Ownership of Documents

All 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 GSA (“Work Product”) shall be the property of GSA, and GSA 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 GSA’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, GSA 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 GSA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then GSA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to GSA in paper format, upon request by GSA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to GSA 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 GSA 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 GSA. 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 GSA. 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 GSA 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 Confidential Material and treat it as strictly confidential in accordance with applicable law, GSA policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than GSA 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 GSA, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the GSA 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.

9.2 Intentionally omitted.

9.3 Contractor may perform some of the Work pursuant to funding provided to the GSA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on GSA and its sub-recipients (the "Funding Conditions"). For any such Work, if GSA informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to GSA's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless GSA, 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 GSA 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.

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:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 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 GSA, 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. GSA'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 GSA. 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 GSA. 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 GSA for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to GSA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) 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 GSA 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 GSA or GSA member agency employees, and they are not entitled to GSA or GSA member agency employment salary, wages or benefits. Contractor shall pay, and GSA 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 GSA, GSA member agencies, and its officers, employees, volunteers and agents or the officers, employees, volunteers and agents of its member agencies 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 GSA'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 GSA in the manner provided in section 11 of this Agreement.

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.

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 GSA 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 **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.

12.7 **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 district court where GSA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **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:

GSA:

Wyandotte Creek Groundwater Sustainability Agency

Attn: Dillon Raney

Wyandotte Creek Groundwater Sustainability Agency, 308 Nelson Avenue, Oroville,
CA 95965

E-mail: DRaney@buttecounty.net

Contractor:

Larry Walker Associates

Attn: Ryan Fulton

Larry Walker Associates, 1480 Drew Avenue, Suite 100, Davis, CA 95618

E-mail: ryanf@lwa.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.

12.9 **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 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, Chair

Larry Walker Associates:

Dated: _____

By: _____
Laura Foglia, Vice President

Approved as to Form By

Andrew Ramos
GSA Legal Counsel

Attachment I. “Work”

Duties and obligations of the CONTRACTOR:

COMPONENT 2: DATA GAPS AND REFINEMENTS SCOPE

Component 2 consists of installing monitoring sites and dedicated monitoring equipment to expand the understanding of basin conditions and address data gaps related to groundwater conditions, shallow monitoring and stream gages, domestic well database, and Groundwater Dependent Ecosystems (GDEs). Activities will be coordinated with neighboring subbasins. Tasks also include modifying the Groundwater Sustainability Plan (GSP) in response to the DWR Determination letter, refining and developing an approach to the interconnected surface water Sustainable Management Criteria (SMC), completing the Periodic Evaluation and supporting an Outreach Program through the GSA to engage the public and stakeholders as the GSP is amended, data gaps are filled, and projects and management actions progress.

Category (b): Environmental / Engineering / Design

Task 1: Landowner Access Agreement/Site Access

CONTRACTOR shall work with landowners to identify and secure site locations for new monitoring infrastructure or equipment. CONTRACTOR and GSA shall work together to acquire landowner access agreement(s) required to install monitoring wells, piezometers, and stream gages if applicable. Ensure adequate long-term access for construction and maintenance of the well, piezometer, and/or stream gage.

Deliverables:

- Landowner access agreement(s)

Assumptions:

- GSA staff will play a limited role in landowner contacts and coordination
- Landowner access agreements will be reviewed and approved by GSA legal counsel

Task 2: Multi-Completion Monitoring Wells Planning

CONTRACTOR shall conduct planning and design activities associated with the multi-completion monitoring well installation within the Subbasin. Monitoring well planning will consider data gaps identified in the Wyandotte Creek GSP and monitoring needs of other projects that are underway in the subbasin, as needed. Task 11 Community Monitoring Plan and installation of equipment under Task 6 will be coordinated with overall monitoring well planning conducted under this task.

CONTRACTOR shall perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, as well as the final number of completions to be included in each monitoring well.

CONTRACTOR shall prepare environmental documentation under CEQA with the County Clerk’s Office and State Clearinghouse. GSA will submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction.

CONTRACTOR shall wait for Notice to Proceed from the GSA before construction begins. Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental. Any costs incurred for Category (c) prior to receiving a Notice to Proceed from the GSA shall not be reimbursed and any such amounts shall be deducted from the total contract amount.

CONTRACTOR will confirm that all necessary permits and coordination agreements are acquired before construction begins.

CONTRACTOR shall prepare preliminary and final design plans and specifications. CONTRACTOR shall provide preliminary design plans and specifications to the GSA for submission to DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

CONTRACTOR shall conduct a competitive bid process, including development of bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract for the selection of a contractor to install wells and gages, as applicable. CONTRACTOR shall coordinate with GSA to publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. CONTRACTOR shall send a Notice of Intent to Award to the selected bidder(s) and submit a Notice(s) to Award.

Deliverables:

- Installation Plan for GSA approval
- Map of recommended locations for monitoring wells for GSA approval
- All CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed (to well drilling contractor)

Assumptions:

- GSA will provide Notice to Proceed to CONTRACTOR for category (c) activities once DWR provides concurrence on environmental documentation and approval for construction to begin.

Task 3: Shallow Wells and Stream Gages Planning

CONTRACTOR shall conduct planning and design activities associated with the shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Activities of this task shall include performing a technical assessment of potential monitoring locations, associated costs, and landowner participation to determine the final number and location of sites to be installed, as well as the final number of stream gages to be installed.

CONTRACTOR shall prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse and submit the CEQA document(s) to the GSA for submission to DWR Grant Manager for review and concurrence prior to beginning construction.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental. CONTRACTOR shall wait for Notice to Proceed before construction begins. Any costs incurred for Category (c) prior to receiving a Notice to Proceed from the GSA shall not be reimbursed and any such amounts shall be deducted from the total contract amount.

CONTRACTOR shall acquire necessary permits.

CONTRACTOR shall prepare preliminary and final design plans and specifications and provide design plans and specifications to GSA for submission to the DWR Grant Manager for review and concurrence prior to finalizing said design plans and specifications.

CONTRACTOR shall perform all work necessary for GSA to conduct a competitive bid process, including development of bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract for the selection of a contractor to install wells and gages, as applicable. CONTRACTOR shall coordinate with GSA to publicly advertise bid in accordance with the requirements for public bidding for construction and prepare an engineer's estimate. Received bids will be reviewed and a recommendation for award made. CONTRACTOR assist GSA in sending a Notice of Intent to Award to the selected bidder(s) and submit a Notice(s) to Award.

Once costs are known for installation of new wells, CONTRACTOR shall provide an Installation Plan outlining the number and types of wells and stream gages to be installed given available grant funding for category (c). GSA will approve the Installation Plan and confirm DWR approval to begin construction before providing Notice to Proceed to CONTRACTOR.

Deliverables:

- Installation Plan for GSA approval
- Map of recommended locations for shallow wells, piezometers, and stream gages for GSA approval
- All required CEQA and NEPA documents
- All required permits
- Preliminary and final design plans and specifications
- Proof of Advertisement
- Bid Documentation
- Notice of Award
- Notice to Proceed (to well driller contractor)

Assumptions:

- GSA will provide Notice to Proceed to CONTRACTOR for category (c) activities once DWR provides concurrence on environmental documentation and approval for construction to begin.

Category (c): Implementation / Construction

Task 4: Multi-Completion Monitoring Wells Installation

CONTRACTOR shall manage a well driller to install a minimum of three (3) multi-completion monitoring wells with a minimum of two (2) vertical zones per well. Final well locations and designs, including the number of screen intervals, will be based on the HCM, water conditions, available budget, and access agreements. CONTRACTOR shall prepare a well installation report, summarizing installation activities and data acquired during installation. GSA will contract with the well driller(s) directly.

Deliverables:

- Summaries of activities and photo documentation of pre-construction, construction and post construction conditions to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage
- Well installation summary report

Task 5: Shallow Wells and Stream Gages Installation

CONTRACTOR shall install a minimum of five (5) new interconnected surface water monitoring sites. Each stream gage installed shall be paired with the three (3) new shallow monitoring wells. CONTRACTOR shall manage a contractor to install the shallow wells. Final well locations and designs, including the number of screen intervals, will be based on the HCM, water conditions, available budget, and access agreements. CONTRACTOR shall prepare a surface and groundwater monitoring site report, summarizing equipment installation activities and data acquired during installation. CONTRACTOR shall install stream gages and provide construction management support during well drilling.

Deliverables:

- Summaries of activities and photo documentation pre-construction, construction and post construction to include in the associated quarterly Progress Reports
- Record drawings
- Well completion reports
- Proof of equipment and materials purchased
- Certification of Completion Letter(s)
- Acknowledgement of Credit signage
- Surface and groundwater monitoring site summary report

Task 6: Equip Volunteer Owners Wells with Monitoring Equipment

CONTRACTOR shall purchase and install necessary monitoring equipment to track water levels in a minimum of ten (10) domestic wells. CONTRACTOR shall support engagement with domestic well owners who have volunteered to participate.

Deliverables:

- Proof of equipment and materials purchased
- Summaries of activities and photo documentation pre-installation, installation, and post installation activities

Category (d): Monitoring / Assessment

Task 7: Response to DWR GSP Determination

CONTRACTOR shall identify key aspects of the GSP to modify in response to DWR's determination letter received in July 2023. CONTRACTOR shall work with GSA staff, advisory committees, and with the Wyandotte Creek GSA Board to determine how corrective actions will be addressed and to develop amendments to the GSP. Corrective actions were listed that must be addressed by the time of the DWR's periodic review set to begin January 28, 2027. A Draft Amended GSP shall be made available for public review and comment prior to March 2026, or as mutually agreed upon.

Deliverables:

- Draft Amended GSP
- Map files and data sets developed for GSP amendments

Task 8: Develop Approach for Interconnected Surface Water Sustainable Management Criteria (ISW SMC)

CONTRACTOR shall provide technical work toward refining the SMC for Interconnected Surface Water (ISW) to address DWR comments on the GSP and will coordinate approaches on a regional basis. Approach may include utilizing groundwater levels as proxies for measurable objectives and minimum thresholds in the GSP and utilizing new data to fill initial data gaps and develop a refined approach to set the ISW SMC for the updated GSP.

CONTRACTOR shall use the Butte Basin Groundwater Model (BBGM), or similar tool as mutually agreed upon, to assess ISW loss and gains. Model inputs/outputs will be refined/updated using the new data. An assessment of the loss/gain values will be conducted to determine if they represent the overall interaction between the surface water and groundwater system or if the quantity of depletion is due to groundwater pumping. Estimates of agricultural pumping will be derived using DWR's Statewide Crop Mapping Datasets, available evapotranspiration estimates (e.g., OpenET), and surface water diversion records. Proposed PMAs will be modeled to determine impacts to ISWs. This task will be coordinated with other GSA modeling activities.

Deliverables:

- Technical Memorandum (or Updated Chapter in GSP) summarizing the data evaluation and detailing the approach used to set ISW SMC in the Wyandotte Creek GSP
- A copy of the refined/updated BBGM
- Map files and datasets developed or utilized to develop the SMC

Task 9: Draft Five-Year GSP Periodic Evaluation of the GSP

CONTRACTOR shall develop the Periodic Evaluation to accompany the amended GSP, for submittal to DWR before January 2027, as part of the required 5-year Periodic Evaluation. The draft Periodic Evaluation will be made available for public review and comment prior to March 2026, or as mutually agreed upon. CONTRACTOR shall work with GSA staff, advisory committees, and with the GSA Board to develop content for the GSP Periodic Evaluation.

Deliverables:

- Draft Periodic Evaluation
- Board meeting presentations and meeting minutes on GSP evaluation, update progress and findings
- Map files and data sets developed for the GSP Periodic Evaluation

Task 10: GDE Biological Field Surveys

CONTRACTOR shall develop an updated field-based survey of potential GDEs to better understand current and cyclical GDE trends. Activities from this task will improve estimation of ISW in the Subbasin. CONTRACTOR shall conduct data collection using field mapping techniques supplemented by desktop research conducted during the planning phase and will compare these GDE estimates to potential GDE information provided in the GSP. CONTRACTOR shall update the comprehensive basin-wide dataset of GDEs.

Deliverables:

- Work Plan
- Technical Memorandum summarizing potential GDEs, estimates, and the basin-wide dataset
- Map files and datasets from field surveys and analysis

Task 11: Create Community Monitoring Plan

CONTRACTOR shall create a monitoring program plan for domestic well owners, including methods for outreach and engagement to identify and meet education needs. Identify methods for data management and plan implementation of equipment installed under Task 6. Maintain installed monitoring equipment.

Deliverables:

- Community Monitoring Plan
- Well Monitoring Equipment Summary Technical Memorandum

Task 12: Community Monitoring Data and Visualization

CONTRACTOR shall enhance the existing Data management System (DMS) to house the water levels collected as part of the community monitoring program. Task activities will be coordinated with County DMS development process and will append community monitoring data to County DMS.

Deliverables:

- DMS input tables

Category (e): Engagement / Outreach

Task 13: Community Monitoring Program Engagement and Education

CONTRACTOR shall support public engagement through in-person participation in up to two (2) workshops designed to educate participants in the community monitoring program. Efforts will inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Workshops will be held to discuss the program and hear suggestions, questions, and concerns of the community.

Deliverables:

- Informational handouts and/or presentation materials for up to two (2) workshops

Task 14: Inter-basin Coordination- Monitoring Network

Participate in up to two (2) meetings with neighboring subbasins/GSAs to coordinate planning and monitoring well and stream gage site locations.

Deliverables:

- Meeting materials for up to two (2) workshops

COMPONENT 4: REGIONAL CONJUNCTIVE USE PROJECT SCOPE

Component 4 consists of three main tasks: (1) Intra-Basin Water Exchange Feasibility Study, (2) Agricultural Surface Water Supplies Feasibility Study, and (3) Agricultural Irrigation Efficiency. Task 1, Intra-Basin Water Exchange Feasibility Study, will focus on working with water purveyors with service areas within and outside the Subbasin to enhance their ability to divert supply and make it available to agricultural users within the subbasin. Task 2, Agricultural Surface Water Supplies Feasibility Study, is intended to utilize existing surface water available in the region for agricultural users in the Wyandotte Creek subbasin. Task 3, Agricultural Irrigation Efficiency will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (i.e., evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring.

Category (b): Environmental / Engineering / Design

Task 1: Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility

CONTRACTOR shall conduct planning and design activities associated with diverting water exchange from intra-basin sources such as the Thermalito Water and Sewer District and/or South Feather Water and Power Agency.

The approach to plan and assess feasibility of intra-basin water exchanges is as follows:

1. Meet with GSA to:
 - a. determine the potential parties participating in the exchanges
 - b. discuss a framework for the water exchange agreements
 - i. who receives the water,
 - ii. what does the recipient exchange for the water, and
 - iii. benefits and costs of the exchange
 - c. Develop list of entities within the basin that may have water available for exchange.

2. Meet with each entity within the basin with water available for exchanges including the Thermalito Water and Sewer District and South Feather Water and Power Agency to discuss:
 - a. a framework for water exchanges including benefits and costs resulting from the exchanges.
3. Determine how the exchange would occur and, if conveyance is necessary, the conveyance that would be used and/or built as necessary.
4. Complete feasibility study associated with intra-basin water exchanges and identify CEQA and NEPA requirements and required permits.
5. Present feasibility results at workshop with the GSA and other potential participating agencies.

If the intra-basin exchanges are found to be feasible, prepare:

1. Draft water exchange agreements, and
2. A recommendation, cost estimate and schedule for environmental documentation.
3. A recommendation, cost estimate and schedule for acquiring necessary permits and coordination agreements required for expansion of water purveyor exchanges.

Deliverables:

- Feasibility Study Summary Report
- Recommendation, cost estimate and schedule for environmental documentation.
- Recommendation, cost estimate and schedule for acquiring necessary permits and coordination agreements required for expansion of water purveyor exchanges.
- Draft Water Exchange Agreements

Task 2: Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility

CONTRACTOR shall conduct planning, and design activities associated with the increased use of surface water for agricultural use for in-lieu recharge. CONTRACTOR shall complete feasibility study identifying potential agricultural users who could use surface water in-lieu of groundwater supply. Identify CEQA and NEPA requirements, required permits, and assess potential costs and benefits of the program. CONTRACTOR shall prepare preliminary, conceptual (10%) design plans and specifications for infrastructure updates needed for implementation.

If increased use of surface supplies for agriculture is found to be feasible, prepare:

1. A recommendation, cost estimate and schedule for environmental documentation.
2. A recommendation, cost estimate and schedule for acquiring necessary permits.

Deliverables:

- Feasibility Study Summary Report
- Recommendation, cost estimate and schedule for environmental documentation.
- Recommendation, cost estimate and schedule for acquiring necessary permits.
- Preliminary, conceptual (10%) design plans and specifications for infrastructure to support in-lieu recharge in the subbasin

Task 3: Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility

CONTRACTOR shall plan and assess feasibility of an agricultural irrigation efficiency pilot program through the following anticipated activities:

- 1.) Form ad hoc committee consisting of landowners and technical support staff,
- 2.) Identify program objectives,
- 3.) Enroll landowners/farms in the program,
- 4.) Conduct farm assessments in coordination with technical experts including with the University of California Cooperative Extension and the Tehama County Resource Conservation District, and
- 5.) Identify precision irrigation technologies to implement and estimate expected benefits.

A brief description of each step is provided below.

Step 1. An ad hoc committee consisting of landowners and technical support staff shall be immediately formed to advise on program development and implementation activities. It will be important to understand what has already been tried and to better understand the scope and scale of precision irrigation program that is likely to be most acceptable.

Step 2. Project objectives shall be identified based on stakeholder input. The primary objective is to reduce non-beneficial evapotranspiration (ET) by improving on-farm management practices. Land use patterns in the Wyandotte Creek Subbasin are dominated by agricultural uses including nut and fruit trees, vineyards, row crops, grazing, and forage. Studies conducted by the University of California, Davis (Lampinen, et.al., 2020) have shown ET and nut and fruit tree yields generally increase as tree canopy sizes increase. However, some orchards with large canopy sizes and high ET have lower yields and lower water efficiency. It is recommended to perform diagnostics to distinguish areas of crop production with high, medium, and low water efficiency then prioritize where efforts to improve water efficiency should be targeted. Steps to increase water efficiency may include reducing non-beneficial ET by managing crop water stress, crop canopy size, and managing plant nutrition and various pests to increase crop production. Land units with a proven history of low water efficiency and several unsuccessful attempts to improve it may be considered for alternative annual cash crops with lower ET, and land fallowing or retirement. The most effective combination of practices for reducing non-beneficial ET will vary by farm and, thus, individual farm assessments are recommended as a diagnostic phase. Land fallowing and retirement is not anticipated to be economically viable within the Wyandotte Creek Subbasin.

Step 3. Contractor shall conduct outreach to enroll landowners/farms in the program. Ideally, at least 1,500 acres will be enrolled in the pilot program to implement efficiency projects across a range of crop types utilizing various irrigation technologies. Select farms representative of the crop types, irrigation methods, and water sources in the Wyandotte Creek Subbasin. DWR's Statewide Crop Mapping Datasets and County Land Use Surveys (including irrigation method) will be used. Establish landowner agreements including conditions for ongoing operations and maintenance terms of the project.

Step 4. CONTRACTOR shall perform diagnostic farm assessments including estimates of applied water, crop yield, evapotranspiration (e.g., OpenET), canopy cover, soil types and depth to groundwater (relative to SGMA management objectives). Develop metrics and group fields

based on water efficiency characteristics. Meet with ad hoc committee and landowners to review diagnostic results and discuss options for implementing precision irrigation practices that achieve ET reductions and improved water efficiencies. Project methods will be used to protect landowner information and uphold confidentiality as requested. Technical experts will be consulted throughout this step.

Step 5. CONTACTOR shall review state of the art precision irrigation technology and farm management practices to achieve the desired program objectives and subsequently select the most appropriate technologies and practices to implement for each farm/field. Technical experts will be consulted throughout this step.

As needed, CONTRACTOR shall prepare environmental documentation under CEQA with the County Clerk's Office and State Clearinghouse. Submit the CEQA document(s) to the GSA for submission to DWR Grant Manager for review and concurrence prior to beginning construction or implementation activities.

This project is not expected to have construction or other significant ground disturbance activities. Construction will not begin and no costs for Category (c) will be incurred until Notice to Proceed has been received from the GSA.

Deliverables:

- Feasibility Study Summary Report, including geospatial maps of results from field-scale ground-based inventory of irrigation methods, crops, and water sources for the Subbasin.
- All CEQA and NEPA documents as applicable
- All Necessary Permits
- Agricultural irrigation efficiency pilot program plan

Category (c): Implementation / Construction

The implementation budget for the Agricultural Irrigation Efficiency Pilot Program was removed from LWA's scope at this stage and therefore no work will be conducted in this budget category. This may be renegotiated as implementation projects are further defined. Implementation will be coordinated with the Butte County Farm Bureau to leverage CDFA SWEEP Block Grant funding as feasible.

Category (d): Monitoring / Assessment

CONTRACTOR shall measure and assess results of the Agricultural Irrigation Efficiency pilot program and continue the monitoring and maintenance of equipment purchased and installed under the Agricultural Irrigation Efficiency pilot program.

Deliverables:

- Implementation Summary Report summarizing results of the Agricultural Irrigation Efficiency pilot program.

Category (e): Engagement / Outreach

CONTRACTOR shall perform grower engagement through up to three (3) in-person workshops designed to educate participants on the three phases of the Component. Outreach efforts will

inform interested parties about study and pilot program progress through continued GSP-related outreach, relevant reports, and data. Develop public informational handouts to be distributed informing the public of the program and how they can participate. Hold up to three (3) workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Informational handouts for up to three (3) workshops.

Contractor Compensation:

The maximum amount billable under this contract shall not exceed one million, five hundred and ten thousand, seven hundred and fifty dollars (\$1,510,750). Billing rates are identified on Attachment I, Exhibit "A", CONTRACTOR Fee Schedule, attached hereto and incorporated herein. CONTRACTOR shall submit fully delineated invoices by budget category and task monthly to GSA. Using a general overhead percentage is not allowed and shall not be used for invoicing. Expenditures for tasks shall not exceed totals specified in each Budget Category presented in the Cost Breakdown Tables.

Costs that are not eligible for reimbursement under this contract include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Travel and per diem costs, except for mileage.
- C. Meals, food items, or refreshments.

Purchase of monitoring equipment or other materials shall be preapproved by GSA and accompanied by receipts for reimbursement. Total expenses of equipment shall not exceed \$100,000.

Invoices: CONTRACTOR shall submit invoices via email to the GSA Project Manager or their designee.

Fully Delineated invoices must include:

- Contract Number
- Date of the invoice
- Invoice number
- Work Performance Period
- Total amount due for the invoice time period
- Invoices must be itemized based on the categories (i.e., Component, budget categories and tasks) specified in the Cost Table. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- Reimbursable expense receipts; mileage logs
- Subcontractor invoice copies shall be submitted with invoices from Contractor

Upon receipt, review and approval of Contractor invoices, GSA shall authorize County Auditor's Office to make payment within 30 days.

Cost Breakdown Tables

Component 2: Data Gaps and Refinements

The proposed Cost Breakdown by task is summarized in Table 1 below. CONTRACTOR shall invoice based on a time and material basis according to CONTRACTOR standard rates. Costs may be transferred between tasks within the same Budget Category as mutually agreed.

Table 1. Component 2 Cost Breakdown by Task.

Budget Category / Task	Budget
Budget Category (a): Administration	
Not Applicable	\$0
Budget Category (a) Subtotal:	\$0
Budget Category (b): Environmental / Engineering / Design	
1. Landowner Access Agreement/Site Access	\$12,500
2. Multi-Completion Monitoring Wells Planning	\$15,000
3. Shallow Wells and Stream Gages Planning	\$32,500
Budget Category (b) Subtotal:	\$60,000
Category (c): Implementation / Construction	
4. Multi-Completion Monitoring Wells Installation (min. of 3 wells)	\$297,500
5. Shallow Wells (min. of 15 wells) and Stream Gages (min. of 5 sites) Installation	\$297,500
6. Equip Volunteer Owners Wells with Monitoring Equipment (min. of 10 sites)	\$80,000
Budget Category (c) Subtotal:	\$675,000
Category (d): Monitoring / Assessment	
7. Response to DWR GSP Determination	\$51,730
8. Develop Approach for Interconnected Surface Water Sustainable Management Criteria (ISW SMC)	\$192,908
9. Draft Five-Year GSP Periodic Evaluation of the GSP	\$60,330
10. GDE Biological Field Surveys	\$58,166
11. Create Community Monitoring Plan	\$65,712
12. Community Monitoring Data and Visualization	\$14,904
Budget Category (d) Subtotal:	\$443,750
Category (e): Engagement / Outreach	
13. Community Monitoring Program Engagement and Education	\$7,477
14. Inter-basin Coordination - Monitoring Network	\$7,523
Budget Category (e) Subtotal:	\$15,000
Project Total:	\$1,193,750

Notes: Budget Category C, Task 4 excludes \$375,000 to drill a minimum of three (3) multi-completion monitoring wells with a minimum of two (2) vertical zones per well. Budget Category C, Task 5 excludes \$150,000 to drill a minimum of fifteen (15) new shallow monitoring wells. The GSA will contract directly with the driller(s) awarded the work. The budgeted amount may be adjusted as bids are received. Budget may be moved between tasks within the same Budget Category as mutually agreed. A well installation plan will be developed under Budget Category (b) after bids have been received to get GSA approval of the number of new monitoring sites to be drilled. LWA shall be responsible for installing the stream gages and providing construction management services while drilling under Budget Category (c).

Component 4: Regional Conjunctive Use Project

The proposed Cost Breakdown by task is summarized in Table 2 below. CONTRACTOR shall invoice based on a time and material basis according to CONTRACTOR standard rates. Costs may be transferred between tasks within the same Budget Category as mutually agreed.

Table 2. Component 4 Cost Breakdown by Task.

Budget Category / Task	Budget
Budget Category (a): Administration	
Not Applicable	\$0
Budget Category (a) Subtotal:	\$0
Budget Category (b): Environmental / Engineering / Design	
1. Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility	\$95,000
2. Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility	\$95,000
3. Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility	\$90,000
Budget Category (b) Subtotal:	\$280,000
Category (c): Implementation / Construction	
4. Implement Agricultural Irrigation Efficiency Pilot Program	\$0
Budget Category (c) Subtotal:	\$0
Category (d): Monitoring / Assessment	
5. Assessment of Precision Irrigation Pilot Program	\$20,000
Budget Category (d) Subtotal:	\$20,000
Category (e): Engagement / Outreach	
6. Stakeholder Engagement, Education, and Outreach	\$17,000
Budget Category (e) Subtotal:	\$17,000
Project Total:	\$317,000

Schedule

Component 2: GSP Updates, Data Gaps, and Outreach

The project schedule (Table 3) is based on an anticipated project start date in March 2024 with project completion in March 2026 (i.e., 24-month timeline). The estimated completion time of the project may change (shorten/lengthen) based upon the responsiveness of the other agencies to information requests, design review phases, permitting, contractor availability, procurement lead times (supply chain), and the ability to perform some project tasks concurrently. CONTRACTOR shall inform GSA staff of any schedule changes.

Table 3. Component 2 Deliverable Due Dates.

Budget Category	Task Number	Deliverable	Due Date
Budget Category (a): Administration	N/A	N/A	N/A
Category (b): Environmental / Engineering / Design	1. Landowner Access Agreement/Site Access	Landowner access agreement(s)	Aug 2024
	2. Multi-Completion Monitoring Wells Planning	Map of recommended locations for monitoring wells for GSA approval	June 2024
		All CEQA and NEPA documents	Sept 2024
		All required permits	Sept 2024
		Preliminary and final design plans and specifications	Aug 2024
		Proof of Advertisement	Sept 2024
		Bid Documents	Oct 2024
		Installation Plan for GSA Approval	Nov 2024
		Notice of Award	Dec 2024
		Notice to Proceed (to well drilling contractor)	Dec 2024
	3. Shallow Wells and Stream Gages Planning	Map of recommended locations for shallow wells, piezometers, and stream gages for GSA approval	June 2024
		All required CEQA and NEPA documents	Sept 2024
		All required permits	Sept 2024
		Preliminary and final design plans and specifications	Aug 2024
		Proof of Advertisement	Sept 2024

Budget Category	Task Number	Deliverable	Due Date
Category (c): Implementation / Construction		Bid Documents	Oct 2024
		Installation Plan for GSA Approval	Nov 2024
		Notice of Award	Dec 2024
		Notice to Proceed (to well drilling contractor)	Dec 2024
	4. Multi-Completion Monitoring Wells Installation	Summaries of activities and photo documentation of pre-construction, construction and post construction conditions to include in the associated quarterly Progress Reports	June 2025
		Record drawings	June 2025
		Well completion reports	June 2025
		Proof of equipment and materials purchased	June 2025
		Certification of Completion Letter(s)	June 2025
		Acknowledgement of Credit signage	June 2025
		Well installation summary report	Dec 2025
	5. Shallow Wells and Stream Gages Installation	Summaries of activities and photo documentation of pre-construction, construction and post construction conditions to include in the associated quarterly Progress Reports	June 2025
		Record drawings	June 2025
Well completion reports		June 2025	
Proof of equipment and materials purchased		June 2025	
Certification of Completion Letter(s)		June 2025	
Acknowledgement of Credit signage		June 2025	
Surface and groundwater monitoring site summary report		Dec 2025	
6. Equip Volunteer Owners Wells with Monitoring Equipment	Proof of equipment and materials purchased	June 2025	
	Summaries of activities and photo documentation pre-installation, installation, and post installation activities	June 2025	

Budget Category	Task Number	Deliverable	Due Date
Category (d): Monitoring / Assessment	7. Response to DWR GSP Determination	Draft Amended GSP	Feb 2026
		Map files and data sets developed for GSP amendments	Feb 2026
	8. Develop Approach for ISW SMC	Technical Memo or Updated Chapter in GSP	Jan 2026
		Draft Tech Memo/Chapter	Dec 2025
		A copy of the refined/updated BBGM files	Mar 2026
		Map files and datasets developed or utilized to develop the SMC	Mar 2026
	9. Draft Five-Year GSP Periodic Evaluation of the GSP	Draft GSP Periodic Evaluation	Jan 2026
		Board meeting presentations and meeting minutes on GSP evaluation, update progress and findings	Feb 2026
		Map files and data sets developed for the GSP Periodic Evaluation	Mar 2026
	10. GDE Biological Field Surveys	Work Plan	Jun 2024
		Technical Memorandum summarizing potential GDEs, estimates, and the basin-wide dataset	Nov 2025
		Map files and datasets from field surveys and analysis	Mar 2026
	11. Create Community Monitoring Plan	Community Monitoring Plan	Jun 2025
Well Monitoring Equipment Summary Technical Memorandum		Oct 2025	
12. Community Monitoring Data and Visualization	DMS input tables	Jun 2025	
Category (e): Engagement / Outreach	13. Community Monitoring Program Engagement and Education	Informational handouts for up to two workshops	Jan 2025 / Jun 2025
	14. Inter-basin Coordination- Monitoring Network	Meeting materials for up to two (2) workshops	Oct 2024 / Jun 2025

Component 4: Regional Conjunctive Use Project

The project schedule (Table 4) is based on an anticipated project start date in March 2024 with project completion in March 2026 (i.e., 24-month timeline). The estimated completion time of the project may change (shorten/lengthen) based upon the responsiveness of the other agencies to information requests, design review phases, permitting, contractor availability, procurement lead times (supply chain), and the ability to perform some project tasks concurrently. CONTRACTOR shall inform GSA staff of any schedule changes.

Table 4. Component 4 Deliverable Due Dates.

Budget Category	Task Number	Deliverable	Due Date
Budget Category (a): Administration	N/A	N/A	N/A
Category (b): Environmental / Engineering / Design	1. Intra-Basin Water Exchange Feasibility Study: Planning and Feasibility	Feasibility Study Summary Report	Jun 2025
		Recommendation, cost estimate and schedule for environmental documentation.	Mar 2026
		Recommendation, cost estimate and schedule for acquiring necessary permits and draft water exchange agreements required for expansion of water purveyor exchanges.	Mar 2026
	2. Agricultural Surface Water Supplies Feasibility Study: Planning and Feasibility	Feasibility Study Summary Report	Jun 2025
		Recommendation, cost estimate and schedule for environmental documentation	Mar 2026
		Recommendation, cost estimate and schedule for acquiring necessary permits	Mar 2026
		Preliminary, conceptual (10%) design plans and specifications for infrastructure to support in-lieu recharge in the subbasin	Mar 2026

Budget Category	Task Number	Deliverable	Due Date
	3. Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility	Feasibility Study Summary Report, including geospatial maps of results from field-scale ground-based inventory of irrigation methods, crops, and water sources for the Subbasin	Sept 2024
		All CEQA and NEPA documents as applicable	Oct 2024
		All Necessary Permits	Oct 2024
		Agricultural irrigation efficiency pilot program plan	Dec 2024
Category (c): Implementation / Construction	Task 4. Implementation tasks and deliverables will be identified as part of Task 3: Agricultural Irrigation Efficiency Piloting Program: Planning and Feasibility. Implementation is expected to begin by January 2025 or as mutually agreed.		Jan 2025
Category (d): Monitoring / Assessment	5. Assessment of Precision Irrigation Pilot Program	Implementation Summary Report summarizing results of the Agricultural Irrigation Efficiency pilot program	Mar 2026
Category (e): Engagement / Outreach	6. Stakeholder Engagement, Education, and Outreach	Informational handouts for up to three (3) workshops.	May 2024 / Dec 2024 / Dec 2025

Exhibit A: CONTRACTOR Fee Schedule



LARRY WALKER ASSOCIATES RATE SHEET

Effective July 1, 2023 – June 30, 2024

TITLE	RATE (\$/Hour)
Intern	\$65
Administrative	\$ 80
Contract Coordinator	\$145
AR/AP Manager	\$145
Graphic Designer	\$134
Senior Graphic Designer	\$174
Project Staff I-C	\$140
Project Staff I-B	\$169
Project Staff I-A	\$196
Project Staff II-B	\$208
Project Staff II-A	\$235
Senior Staff I	\$253
Senior Staff II	\$272
Associate I	\$289
Associate II	\$305
Vice President	\$322
Executive Vice President	\$337
Senior Executive	\$353
President	\$353

REIMBURSABLE COSTS	
Travel	
Local Mileage	Current IRS Rate
Transportation	Actual Expense
Auto Rental	Actual Expense
Fares	Actual Expense
Room	Actual Expense
Subsistence and Per Diem Meals ⁽¹⁾	Current GSA Rate
Breakfast	Current GSA Rate
Lunch	Current GSA Rate
Dinner	Current GSA Rate
Incidentals	Current GSA Rate
Report Reproduction and Copying	
Per Color Copy, In-House	\$0.89
Per Black and White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense
Daily Equipment Rental Rates	
Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
RTK-GPS, RiverSurveyor, Tracer Study Equipment	\$250.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle And All Equipment)	\$200.00
Subcontractors	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

ATTACHMENT II
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

Table 5. Professional credentials of key staff overseeing the project. Support staff offer additional credentials as needed.

Name	Professional Degree(s)	Licenses / Certifications / Bonds
Ryan Fulton (LWA)	M.Eng., Civil & Environmental Engineering, Utah State University, Logan, UT B.S., BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA	Professional Engineer, CA No. C87403
Laura Foglia (LWA)	Ph.D. in Environmental Engineering, ETH Zurich, Zurich, Switzerland M.S., Physics, University of Milan, Milan, Italy	N/A
Eddy Teasdale (subcontractor)	M.S., Hydrogeology, University of Idaho, Moscow, Idaho B.S., Geology, University of Texas, Arlington, Texas	Professional Geologist, CA No. 7791; ID No. 1561 Certified Hydrogeologist, CA No. 926
Bryan Thoreson (subcontractor)	Ph.D., Agricultural Engineering, University of Arizona, Tucson M.S., Agricultural Engineering, South Dakota State University, Brookings B.S., Agricultural Engineering, South Dakota State University, Brookings	Professional Engineer, CA No. C56194