

Wyandotte Creek Groundwater Sustainability Agency Special Board Meeting Agenda

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

Date: Thursday, August 20, 2026

Time: 2:00 PM

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

No public comments or questions will be taken online.

Requests to Address Board

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

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

Zoom Link: <https://zoom.us/j/91028842432?pwd=TVh4SIFHbUhyTG9oeXFnejFWUjEwZz09>

By Phone: 1-669-900-6833, Passcode: 17351735

Zoom Application: Meeting ID: 91028842432, Passcode: 17351735

Email: comments accepted until 12pm to publiccomment@cityoforoville.org

Special Board Meeting Agenda

August 20, 2026

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

3.1 *Approval of the 07-22-26 Wyandotte Creek GSA Special Board Meeting Minutes

Requested Action: Approve the 07-22-26 Wyandotte Creek GSA meeting minutes.

3.2 *Consideration of Fiscal Year 2025-26 Annual Operations Budget Adjustment

The Wyandotte Creek Groundwater Sustainability Agency Board of Directors adopted the Fiscal Year 2025-26 Annual Operating Budget (Resolution 2025-01) on June 26, 2025. This item presents an amendment to increase the previously budgeted DWR SGM Round 2 Grant revenue and associated project expenditures by \$1,000,000. The adjustment reflects grant funded activity only and has no effect on the fee setting budget or the SGMA regulatory fee. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Adopt Resolution No. 2026-05, Approving an Amendment to the Fiscal Year 2025-26 Annual Operating Budget, and authorize the Chair to sign.

3.3 *Approval of Amended Memorandum of Understanding (MOU) for Financial Services Between the Wyandotte Creek Groundwater Sustainability Agency and the Butte County Auditor-Controller

This Amended MOU updates the Financial Services agreement with the Butte County Auditor-Controller to expand the scope of services and revise the not-to-exceed annual fee. The amendment adds contract expenditure tracking, under which the Auditor-Controller will monitor payments against approved contract amounts to ensure expenditures do not exceed authorized values. The not-to-exceed annual fee is revised from \$7,600 to \$15,200. **(Report – Dillon McGregor, GSA Program Manager)**

Requested Action: Approve the Amended Memorandum of Understanding for Financial Services with the Butte County Auditor-Controller and authorize the Board Chair to execute the agreement on behalf of the Agency.

3.4 *Consideration of Approval of Professional Services Agreement with Larry Walker Associates for the Wyandotte Creek Groundwater Sustainability Plan Periodic Evaluation and Plan Amendments

The Board will consider approval of a Professional Services Agreement with Larry Walker Associates (LWA) to provide continued technical support for completion of the Wyandotte Creek Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments. The proposed agreement provides a budget not to exceed \$30,000 to incorporate additional Water Year 2026 data, stakeholder feedback, and Department of Water Resources (DWR) guidance prior to finalizing

and submitting the Periodic Evaluation and Plan Amendments by January 2027. **(Report – Becky Anderson - Fairbanks, GSA Project Manager)**

Requested Action: Approve the Professional Services Agreement between the Wyandotte Creek Groundwater Sustainability Agency and Larry Walker Associates. and authorize the Board Chair to execute the agreement on behalf of the Agency

4. Special Agenda

4.1 *Update on the Status of the Wyandotte Creek Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments

Staff will provide an update on the status of the Wyandotte Creek Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments, including an overview of the draft documents now available for public review. The presentation will summarize the primary updates included in the Periodic Evaluation and proposed Plan Amendments, review the 30-day public comment period and opportunities for public participation, and discuss the anticipated schedule for final adoption and submission to the Department of Water Resources. **(Report – Becky Anderson - Fairbanks, GSA Project Manager)**

Requested Action: Accept as information.

4.2 *Drought Resilience Plan Update

On September 23, 2021, Governor Newsom signed into law SB 552 (Hertzberg), which assigned new responsibilities and requirements for the State of California (State) and local agencies to help small water suppliers and rural communities reduce their risks of inadequate water supply amid a water shortage event. SB 552 specifically required all counties to improve drought and water shortage preparedness for state small water systems and domestic wells within a county's jurisdiction by 1) establishing a standing Drought and Water Shortage Task Force (Drought Task Force) and 2) developing a County Drought Resilience Plan (DRP).

The existing Butte County Drought Preparedness and Mitigation Plan was adopted by the Board of Supervisors in October 2004 (2004 Drought Plan). However, that Plan needed to be updated to comply with SB 552 by incorporating the required drought and water shortage risk assessment, identifying short and long-term response actions that specifically address state small water systems and domestic wells, and other implementation considerations. In addition, the preparation of the County DRP would also reflect other current laws, programs, and activities being conducted by County departments and other local agencies (i.e., Groundwater Sustainability Agencies).

Butte County Department of Water and Resource Conservation has released a Draft Drought Resilience Plan for public review and comment through August 28, 2026. Department staff will present an overview of the DRP. **(Report – Kamie Loeser, Director, Butte County Department of Water & Resource Conservation)**

Requested Action: Accept as information, provide comments as appropriate.

5. Reports and Correspondence

5.1 GSA Program Manager Update (*Verbal Report*)

6. Public Comment – Non-Agenda Items

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

7. Adjourn the Meeting

The meeting will be adjourned. A regular meeting of the Wyandotte Creek GSA Board is scheduled for **September 17, 2026 at 2:00 pm.**

Accommodating Those Individuals with Special Needs

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

Recordings: All meetings are audio recorded.

**Materials included in Packet*

Wyandotte Creek Groundwater Sustainability Agency Board Meeting Minutes

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

Date: Thursday, July 16, 2026

Time: 2:00 PM

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

Board Meeting Minutes

July 16, 2026

1. Pledge of Allegiance - Meeting called to order at 2:00 PM

2. Roll Call

Directors Present: Janet Goodson, Bruce Wristen, William Bynum, Kyle Daley, and Tod Kimmelshue (alternate, served as meeting Chair)

Directors Absent: Bill Connolly

Staff Present: Dillon McGregor, GSA Program Manager; Becky Anderson – Fairbanks, SGM Grant Project Manager; Kamie Loeser, BC Water & Resource Conservation; Chris Heindell, Thermalito Water & Sewer District.

3. Consent Agenda

3.1 Approval of the 05-21-26 Wyandotte Creek GSA Special Board Meeting Minutes

Public Comment(s): None

Action: Director Goodson made a motion to approve the 05-21-26 Wyandotte Creek GSA meeting minutes. Director Wristen seconded that motion.

The motion passed unanimously.

4. Regular Agenda

4.1 Groundwater Levels Sustainable Management Criteria

The Board received a presentation on proposed amendments to the Groundwater Level (GWL) Sustainable Management Criteria (SMC) for the Wyandotte Creek Subbasin. The presentation summarized the proposed approach for establishing Measurable Objectives (MOs) and Interim Milestones (IMs) for groundwater levels as part of the Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments. The proposed amendment would establish MOs based on the average

groundwater levels observed between October 1, 2015, and September 30, 2025, and set IMs equal to the respective MO. This item follows prior Board action related to Groundwater Level Minimum Thresholds (MTs). **(Report – Becky Anderson - Fairbanks, SGM Grant Project Manager; Ryan Fulton, Larry Walker Associates)**

Public Comment(s): None

Actions:

Director Goodson made a motion to approve the proposed amendment to the Groundwater Level Measurable Objectives (MOs) to establish MOs equal to the average groundwater levels observed between October 1, 2015, and September 30, 2025. That motion was seconded by Director Bynum.

The motion passed unanimously.

Director Goodson made a motion to approve the proposed amendment to the Groundwater Level Interim Milestones (IMs) to establish IMs equal to the respective Measurable Objective (MO). That motion was seconded by Director Wristen.

The motion passed unanimously.

4.2 Approval of Memorandum of Understanding (MOU) for Financial Services Between the Wyandotte Creek Groundwater Sustainability Agency and the Butte County Auditor-Controller

This Memorandum of Understanding (MOU) establishes an agreement with the Butte County Auditor-Controller to provide financial and accounting services to the Wyandotte Creek Groundwater Sustainability Agency, including routine accounting and bookkeeping, year-end accrual entries, and support for the Agency's annual financial audit. The not-to-exceed annual fee is \$7,600. **(Report – Dillon McGregor, GSA Program Manager)**

Public Comment(s): None

Action: Director Goodson made a motion to approve the Memorandum of Understanding for Financial Services with the Butte County Auditor-Controller and authorize the Board Chair to execute the agreement on behalf of the Agency. That motion was seconded by Director Daley.

The motion passed unanimously.

4.3 Ongoing SGMA Implementation Support Services Request for Proposal (RFP) Update

Staff provided an update on the RFP process for Ongoing SGMA Implementation Support Services. Interviews, if conducted, were anticipated for August 17, 2026, which fell before the Board's next regular meeting. The Board discussed participating in the interview process. **(Report – Dillon McGregor, GSA Program Manager)**

Public Comment(s): None

Requested Action: The Board designated Director Daley as the Wyandotte Creek GSA Board representative if interviews are conducted.

4.4 North Sacramento River Corridor (NSRC) Interbasin Coordination: Regional Update

Staff provided an informational update on the North Sacramento River Corridor (NSRC) Interbasin Coordination (IBC) effort, a collaborative program among seven hydrologically connected subbasins along the NSRC. As a subbasin within the Feather River Corridor, Wyandotte Creek GSA does not currently participate in NSRC IBC framework; staff provided this update at the Board's request to stay informed on interbasin coordination activity in the region. **(Report – Dillon McGregor, GSA Program Manager)**

Public Comment(s): None

Action: Accepted as information.

5. Reports and Correspondence

5.1 GSA Program Manager Update (Verbal Report)

The program manager informed the Board that an August board meeting would be scheduled.

Public Comment(s): None

6. Public Comment – Non-Agenda Items

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

Public Comment(s): Kathy Brazil – Written Comment

7. Adjourn the Meeting

The meeting was adjourned to a special meeting of the Wyandotte Creek GSA Board scheduled for August 20, **2026 at 2:00 pm.**



Agenda Transmittal

Subject: Consideration of Fiscal Year 2025-26 Annual Operating Budget Adjustment

Contact: Dillon McGregor

Phone: (530) 552-3589

Meeting Date: August 20, 2026

Agenda Item: 3.2

Background

The Wyandotte Creek Groundwater Sustainability Agency (WCGSA) Board approved the Fiscal Year (FY) 2025-26 Annual Operating Budget on June 26, 2025 (Resolution 2025-01), with total revenues of \$1,565,250 and total expenditures of \$1,415,250.

DWR Sustainable Groundwater Management (SGM) Round 2 Grant. The adopted budget included \$1,200,750 in anticipated SGM Round 2 Grant revenue and associated expenditures. However, the amount of Butte County's subrecipient agreement for services was inadvertently omitted from the adopted budget, and the additional grant revenue and associated expenditure is approximately \$1,000,000. Therefore, a FY2025-26 budget adjustment is necessary to reflect actual activity under the \$5.5 million grant agreement.

Fiscal Impact

Changes to revenues and expenditures subsequent to the adoption of the budget must be reflected and authorized through budget amendments and reflected in an adjusted budget. These changes must be submitted to the Auditor's Office before invoices can be paid. This budget adjustment reflects grant funded activity only and has no effect on the fee setting budget or the Sustainable Groundwater Management Act (SGMA) regulatory fee.

Approval of Resolution No. 2026-05 will increase the adopted FY2025-26 budget by \$1,000,000, for a total adjusted expenditure budget of \$2,415,250 and total adjusted revenue of \$2,565,250.

Attachments

- Attachment A: WCGSA FY2025-26 Proposed Budget Adjustments
- Attachment B: WCGSA FY2025-26 Amended Budget
- Resolution No. 2026-05, Approving an Amendment to the Fiscal Year 2025-26 Annual Operating Budget

Requested Action:

Adopt Resolution No. 2026-05, Approving an Amendment to the Fiscal Year 2025-26 Annual Operating Budget, and authorize the Chair to sign.

Attachment A

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY Approved Fiscal Year 2025/2026 Budget	
	Amended FY25-26 Budget
RESERVE	
2024/25 FY Reserve Balance	\$165,000
REVENUES	
Proposition 218 Landowner Fees	\$214,500
DWR SGMA Round 2 Grant Funding	\$2,200,750
Projected FY24/25 Fee Rollover Reserve Funds	\$150,000
TOTAL REVENUES	\$2,565,250
EXPENSES	
GSA Administration	
Professional Services	
Auditor (FY 24 & 25)	\$27,500
Financial Services	\$1,000
Legal Services	\$15,000
Legal Defense Reserve	\$25,000
Program Manager (w/County management)	\$48,000
Professional Services	\$20,000
Irrigated/Non-Irrigated Fee Implementation Costs	\$25,000
County Tax Roll Fee Support	\$3,500
Future Fee Study Reserve	\$10,000
Office Expenses	
Insurance	\$4,000
Website	\$4,000
Supplies	\$5,000
GSA Administration Subtotal	\$188,000
SGMA Compliance	
Annual Reporting	\$5,000
Periodic Evaluations	\$5,000
Groundwater Monitoring	\$0
Surface-GW Modeling	\$0
GSA Coordination & Outreach	\$0
Data Management System Maintenance	\$1,500
Grant Procurement	\$15,000
SGMA Compliance Fee Based Sub-Total	\$26,500
GSA Total Fee Setting Budget	\$214,500
Cost Category-SGMA Grant & Compliance	
SGM Grant Administration, Projects, Compliance	\$2,200,750
<i>Grant Administration</i>	
<i>Regional Conjunctive Use Project</i>	
<i>Annual Reports & Monitoring</i>	
<i>Five Year GSP Evaluation w/Modeling Calibrations</i>	
<i>Surface-GW Interaction Modeling</i>	
<i>GSA Coordination & Outreach (w/in and between GSAs)</i>	
<i>Data Management System Maintenance</i>	
<i>Long Term Financial Planning/Fees</i>	
SGMA Compliance Sub-Total	\$2,200,750
Total Expenses	\$2,415,250

Attachment B

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY Amended Fiscal Year 2025/2026 Budget			
RESERVE	Approved FY25-26 Budget	Budget Adjustment	Proposed Adjusted FY25- 26 Budget
2024/25 FY Reserve Balance	\$165,000		\$165,000
REVENUES			
Proposition 218 Landowner Fees	\$214,500		\$214,500
DWR SGMA Round 2 Grant Funding	\$1,200,750	\$1,000,000	\$2,200,750
Projected FY24/25 Fee Rollover Reserve Funds	\$150,000		\$150,000
TOTAL REVENUES	\$1,565,250	\$1,000,000	\$2,565,250
EXPENSES			
GSA Administration			
Professional Services			
Auditor (FY 24 & 25)	\$27,500		\$27,500
Financial Services	\$1,000		\$1,000
Legal Services	\$15,000		\$15,000
Legal Defense Reserve	\$25,000		\$25,000
Program Manager (w/County management)	\$48,000		\$48,000
Professional Services	\$20,000		\$20,000
Irrigated/Non-Irrigated Fee Implementation Costs	\$25,000		\$25,000
County Tax Roll Fee Support	\$3,500		\$3,500
Future Fee Study Reserve	\$10,000		\$10,000
Office Expenses			
Insurance	\$4,000		\$4,000
Website	\$4,000		\$4,000
Supplies	\$5,000		\$5,000
GSA Administration Subtotal	\$188,000		\$188,000
SGMA Compliance			
Annual Reporting	\$5,000		\$5,000
Periodic Evaluations	\$5,000		\$5,000
Groundwater Monitoring	\$0		\$0
Surface-GW Modeling	\$0		\$0
GSA Coordination & Outreach	\$0		\$0
Data Management System Maintenance	\$1,500		\$1,500
Grant Procurement	\$15,000		\$15,000
SGMA Compliance Fee Based Sub-Total	\$26,500		\$26,500
GSA Total Fee Setting Budget	\$214,500		\$214,500
Cost Category-SGMA Grant & Compliance			
SGM Grant Administration, Projects, Compliance	\$1,200,750	\$1,000,000	\$2,200,750
<i>Grant Administration</i>			
<i>Regional Conjunctive Use Project</i>			
<i>Annual Reports & Monitoring</i>			
<i>Five Year GSP Evaluation w/Modeling Calibrations</i>			
<i>Surface-GW Interaction Modeling</i>			
<i>GSA Coordination & Outreach (w/in and between GSAs)</i>			
<i>Data Management System Maintenance</i>			
<i>Long Term Financial Planning/Fees</i>			
SGMA Compliance Sub-Total	\$1,200,750	\$1,000,000	\$2,200,750
Total Expenses	\$1,415,250	\$1,000,000	\$2,415,250

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY
RESOLUTION NO. 2026-05
APPROVING AN AMENDMENT TO THE FISCAL YEAR 2025-26 ANNUAL
OPERATING BUDGET

WHEREAS, the County of Butte, City of Oroville, and Thermalito Water and Sewer District entered into a Joint Powers Agreement (JPA) to form the Wyandotte Creek Groundwater Sustainability Agency (WCGSA) pursuant to Water Code sections 10721 and 10723; and

WHEREAS, the WCGSA was formed to provide sustainable groundwater management to the Wyandotte Creek Subbasin in compliance with the Sustainable Groundwater Management Act (SGMA); and

WHEREAS, Section 15.2 of the JPA requires the Board of Directors to adopt a budget for the WCGSA prior to the commencement of each fiscal year; and

WHEREAS, section 9.3 of the JPA requires a supermajority vote to approve the annual budget and modifications thereto; and

WHEREAS, the WCGSA Board of Directors approved the Fiscal Year 2025-26 Annual Operating Budget on June 26, 2025, by Resolution No. 2025-01, with total revenues of \$1,565,250 and total expenditures of \$1,415,250 as shown in Attachment A to this resolution; and

WHEREAS, the Fiscal Year 2025-26 included expenditures from funding received by WCGSA under DWR Sustainable Groundwater Management (SGM) Round 2 Grant, which requires an increase of \$1,000,000 to the grant revenue and associated project expenditures line items in the approved budget; and

WHEREAS, the proposed budget amendment reflects grant funded activity only and has no effect on the fee setting budget or the SGMA regulatory fee; and

WHEREAS, the amended budget attached hereto as Attachment B accurately reflects the revised revenues and expenditures for Fiscal Year 2025-26.

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

1. The WCGSA Board so finds and determines the above recitals are correct.
2. The WCGSA Fiscal Year 2025-26 Budget is hereby amended as set forth in Attachment B, increasing the DWR SGMA Round 2 Grant Funding revenue and the SGM Grant Administration, Projects, Compliance expense each by \$1,000,000, for an adjusted total expenditure budget of \$2,415,250 and total adjusted revenue of \$2,565,250.
3. The amendment reflects grant-funded revenues and expenditures only. There is no change to the fee setting budget or the SGMA regulatory fee.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the **WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY** this 20th day of August 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Board Chair and Secretary of the WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY; and
2. That the foregoing resolution is a true and correct copy of a resolution of the Board of Directors of the Wyandotte Creek Groundwater Sustainability Agency, passed at the meeting of the Board of Directors held on August 20, 2026, at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, CA 95965.

IN WITNESS WHEREOF, we have signed this certificate this 20th day of August 2026, at Oroville, California.

Bill Connelly, Chair of the Board of Directors

Dillon McGregor, Secretary



Agenda Transmittal

Subject: Approval of Amended Memorandum of Understanding (MOU) for Financial Services Between the Wyandotte Creek Groundwater Sustainability Agency and the Butte County Auditor-Controller

Contact: Dillon McGregor	Phone: 530.552.3589	Meeting Date: August 20, 2026	Agenda Item: 3.3
---------------------------------	----------------------------	--------------------------------------	-------------------------

SUMMARY:

This Amended MOU updates the Financial Services agreement with the Butte County Auditor-Controller to expand the scope of services and revise the not-to-exceed annual fee. The amendment adds contract expenditure tracking, under which the Auditor-Controller will monitor payments against approved contract amounts to ensure expenditures do not exceed authorized values. The not-to-exceed annual fee is revised from \$7,600 to \$15,200.

ATTACHMENTS:

- Amended Memorandum of Understanding (MOU) for Financial Services Between the Wyandotte Creek Groundwater Sustainability Agency and the Butte County Auditor-Controller

REQUESTED ACTION:

Approve the Amended Memorandum of Understanding for Financial Services with the Butte County Auditor-Controller and authorize the Board Chair to execute the agreement on behalf of the Agency.

AMENDED MEMORANDUM OF UNDERSTANDING FOR THE PERFORMANCE OF
FINANCIAL SERVICES BETWEEN WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY AND COUNTY OF BUTTE AUDITOR-CONTROLLER

This Amended Memorandum of Understanding (“MOU”) is made and entered into as of August 2026 (the “Effective Date”), by and between Wyandotte Creek Groundwater Sustainability Agency (“GSA”), a joint powers authority organized under California law, and the County of Butte Auditor-Controller (“County/AUD”), a political subdivision of the state of California, collectively referred to as the “Parties” and individually as a “Party.”

Recitals

WHEREAS, Government Code Section 25265 provides that a county may contract with a special district to provide financial or accounting services for the district.

WHEREAS, Government Code Section 53060 states that the legislative body of a special district may contract with and employ any persons for the furnishing to the district special services and advice in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, the County currently provides certain accounting services to the GSA and the County has agreed to provide additional accounting services to the GSA, including year-end accounting services and grant accounting services.

WHEREAS, the purpose of this MOU is to establish the roles and responsibilities of the Parties in completing such services.

WHEREAS, the County Auditor-Controller currently provides certain financial and accounting services to the GSA and has agreed to provide additional financial and accounting services, including year-end accounting services, as further described in the scope of services attached to and made a part of this MOU as Exhibit A.

Agreement

1. Scope of Services

The County agrees to provide the GSA with the financial and accounting services described in the attached Exhibit A (the "Financial Services"). The Financial Services are limited to accounting, financial recordkeeping, and associated administrative activities as described in Exhibit A, and do not include program management services. The Financial Services provided under this MOU are separate and distinct from any other agreements between the Parties or their affiliated agencies. County shall provide all labor, services, equipment, tools, and supplies necessary to competently perform the Financial Services. County shall

determine the method, details, and means of completing the Financial Services in compliance with all applicable accounting standards and best practices.

2. Communication of Parties

Parties shall at all times maintain regular communication, including regular status meetings on the progress of the Financial Services contemplated under this MOU. Parties shall have a duty to communicate any information that is relevant to the Financial Services contemplated under this MOU to the other Party.

County shall participate in quarterly coordination meetings with GSA staff to review financial status, address questions, and support budget schedules and data importing for the subsequent fiscal year. Meeting timing shall be mutually agreed upon by the Parties, with preference for scheduling prior to the preparation of quarterly financial reports.

3. Payment for Services

a. The total annual fee for the Financial Services shall not exceed \$15,200 for the initial one-year term. If the term of this MOU is extended as provided in Section 9 below, the parties will meet and confer at least 90 days before the end of the current term to determine the County's cost proposal for the upcoming year.

b. The total annual fee includes all of County's costs and expenses related to the Financial Services. At the end of each month, County shall submit to GSA an invoice for the Financial Services performed during the preceding month. The invoice shall include a brief description of the Financial Services performed, the dates of Financial Services, number of hours worked, payment due, and an itemization of any reimbursable expenditures. If the Financial Services are satisfactorily completed and the invoice is accurately computed, GSA shall pay the invoice within 30 days of its receipt.

c. The above not-to-exceed amount does not include services related to grant funding accounting, invoicing, and related services. If the GSA obtains future grants, it may request that the County provide grant-related services for any additional fee to be mutually agreed upon by the County and the GSA and memorialized in a written amendment.

4. Compliance with Laws

All actions contemplated in this MOU shall be performed in compliance with all applicable federal, state and local laws and regulations.

5. Confidentiality

Each Party shall treat any confidential information disclosed by the other Party during the course of this MOU as strictly confidential and shall not disclose such information without prior written consent, except as may be required by applicable law, including, but not limited to, the California Public Records Act. If a third party demands disclosure of any confidential information from Parties, the Party receiving the demand shall promptly inform the other party of it and Parties shall consult and mutually determine a response to the demand.

6. Indemnification

Each Party shall indemnify, protect, and hold harmless the other Party, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness, and litigation costs) (collectively a "Claim") arising out of or incidental to each party's performance of any of its obligations under the provisions of this MOU. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of a party or its employees or agents. The obligations under this indemnification provision shall survive the termination of this MOU.

7. Records

Parties shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Financial Services 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 County under this MOU. GSA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this MOU. In accordance with California Government Code section 8546.7, the Parties acknowledge that this MOU, 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 MOU.

8. Severability

If any provision of this MOU is found by any court or other legal authority, or is agreed upon by the Parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered void, but the remainder of this MOU shall be severable and shall continue in full force and effect.

9. Term and Termination

a. This MOU shall become effective on the Effective Date and shall remain in effect for one year (the "Initial Term").

b. The Initial Term may be extended for one or more “Renewal Terms” upon the GSA’s request and the County’s consent, subject to a written amendment signed by the parties in accordance with Section 11 below.

c. Either party may terminate this MOU during the Initial Term or any Renewal Term upon 60 days’ written notice.

d. At the expiration of this MOU or any extension or earlier termination of it, County shall promptly provide all financial and other records related to the Financial Services. County also shall cooperate with the GSA to ensure that all pending Financial Service requests are completed or promptly transitioned to any successor financial services provider designated by the GSA.

10. Entire Agreement

This MOU and any amendments to it constitute the entire MOU between the Parties concerning the subject matter hereof.

11. Amendments

This MOU may only be amended by a written document signed by the parties.

12. Approval of MOU

This MOU must be approved by the respective governing bodies of the GSA and the County prior to its execution by the Parties.

13. Counterparts

Parties agree that this MOU may be executed and delivered in counterparts which, when taken together, shall constitute a fully executed document. In addition, this MOU may be executed via electronic pdf transmission, and any such pdf signature shall be deemed to be an original signature.

Wyandotte Creek GSA:

County of Butte:

Bill Connelly
Board of Directors, Chair

Graciela C. Gutierrez
Auditor-Controller

Date

Date

Exhibit A

Scope of Work

The Butte County Office of the Auditor-Controller will perform the following standard financial recordkeeping services for the administration and operation of the Wyandotte Creek Groundwater Sustainability Agency. Grant administration services, if needed, will be scoped and priced separately and incorporated into this MOU by amendment when grant funds are available.

Year End Accounting

- Estimated Annual Cost \$1,200 (\$54.55 per hour)
- Description of Services: Variance analysis, preparation of year end accrual entries in compliance with GASB standards

Accounting without Grants

Estimated Annual Cost \$12,000 (\$37.26 per hour)

Description of Services: Business process configuration, creation and processing of all deposits, accounts receivable, accounts payable, budget schedules, creation and processing of journal entries in compliance with GASB standards. Contract expenditure tracking, including receipt of GSA-executed contracts and monitoring of payments against approved contract amounts to ensure expenditures do not exceed authorized contract values.

In support of the GSA's annual financial audit, County shall provide the following items to the GSA's third-party auditor as applicable:

- Copy of all bank account statements and investment statements
- Copy of monthly account reconciliations
- Copy of cash and investment policies
- Copy of check register
- Accounts receivable aging reports
- Accounts receivable aging reports subsequent to year end
- Copy of prepaid or inventory record
- List of capital assets with new acquisitions for the audit year
- Accounts payable aging reports
- Accounts payable aging reports subsequent to year end

- Trial balance
- New grant, contract, and debt agreements
- Organization chart
- Policies and procedures

County shall provide GSA with quarterly financial reports including budget-to-actual comparisons, accounts receivable, accounts payable, and balance sheet summaries. Reports shall be suitable for presentation to the GSA Board of Directors.

Accounting with Grants

Estimated Annual Cost \$11,000 (\$45.55 per hour)

Description of Services: Business process configuration to meet grant reporting requirements; creation and processing of all deposits; accounts receivable, including grant revenues; accounts payable; budget schedules; creation and processing of journal entries in compliance with GASB standards; submission of grant reports to grantor agencies.

Note: Grant accounting services are outside the scope of this MOU and will be activated by amendment when grant funds become available. The cost listed above is an estimate and subject to negotiation at that time.



Agenda Transmittal

Subject: Consideration of Approval of Professional Services Agreement with Larry Walker Associates for the Wyandotte Creek Groundwater Sustainability Plan Periodic Evaluation and Plan Amendments

Contact: Becky Anderson	Phone: (530) 552-3587	Meeting Date: August 20, 2026	Agenda Item: 3.4
--------------------------------	------------------------------	--------------------------------------	-------------------------

SUMMARY:

The Board will consider approval of a Professional Services Agreement with Larry Walker Associates (LWA) to provide continued technical support for completion of the Wyandotte Creek Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments. The proposed agreement provides a budget not to exceed \$30,000 to incorporate additional Water Year 2026 data, stakeholder feedback, and Department of Water Resources (DWR) guidance prior to finalizing and submitting the Periodic Evaluation and Plan Amendments by January 2027.

REQUESTED ACTION: Approve the Professional Services Agreement between the Wyandotte Creek Groundwater Sustainability Agency and Larry Walker Associates.

**WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT
No. WC2603**

This Agreement is entered into as of the date last signed and dated below by and between Wyandotte Creek Groundwater Sustainability Agency, a local government agency (“Agency”), 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 Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on:

___ 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.

__X__ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$30,000. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

3 Adjustments for Price Increases

3.1 If Contractor identifies an unanticipated market condition that directly and materially affects the unit pricing or availability of materials or equipment required for the Work, Contractor shall make commercially reasonable efforts to avoid the new costs and mitigate any increased costs to Agency. If Contractor cannot mitigate such costs, Contractor shall notify Agency in writing within 14 calendar days after Contractor becomes aware of such unanticipated market condition to request an adjustment to the total fee. Contractor's request for adjustment shall include: identification of the specific materials or equipment affected; documentation of the original cost of the affected materials or equipment as included in Contractor's original calculation; documentation of the increased cost directly attributable to the new market condition; documentation demonstrating that Contractor could not have

anticipated and planned for the cost increase and is eligible for an adjustment under this section; documentation of compliance with the requirements of this section; and the proposed adjustment to the total fee.

3.2 Agency reserves the right to reject or reduce any request for adjustment that does not meet the requirements of this section or is not substantiated by sufficient documentation. The parties agree that any adjustment to the total fee shall be limited to half of the actual increased cost directly attributable to the new market condition, without any additional markup for overhead and profit. In effect, the parties agree to split prorata such actual increased costs. After Contractor's share of the actual costs are determined, the parties shall amend this Agreement to reflect the new total fee.

4 Term

4.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

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

5 Professional Ability of Contractor

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

5.2 If Agency determines that any subcontractor or employee of the Contractor is incompetent or is acting in a disorderly, unlawful, or improper manner, Agency shall notify the Contractor of its determination in writing. Contractor shall immediately remove the identified subcontractor or employee from the Work, and that person shall not thereafter be employed on the Work. Such removal is an absolute right of Agency and shall not give rise to any claim for compensation or damages against Agency.

5.3 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Ryan Fulton and Laura Foglia. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

5.3.1 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 Agency and shall, subject to Agency's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

5.3.2 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 Agency to evaluate the proposed substitution. Agency shall evaluate Contractor's request and Agency shall promptly notify Contractor of its decision in writing.

6 Conflict of Interest

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

6.2 Contractor's duties and services under this Agreement shall not include preparing or assisting Agency with any portion of Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Agency. Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with Agency to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

7 Contractor Records

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

7.2 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.

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

9 Confidentiality of Information

9.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this

Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

9.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

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

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

10 Use of Artificial Intelligence

10.1 Pursuant to the terms, conditions, and limitations set forth in this section, Contractor may use artificial intelligence systems or tools, including machine learning algorithms, natural language processing, and other artificial intelligence technologies (collectively “AI”), to complete the Work under this Agreement. The Contractor shall ensure all uses of AI performed within this Agreement shall be to the benefit of the Agency and will not be used in any way that could harm the Agency. Contractor shall be fully responsible for the performance of its obligations under this Agreement, and the use of any AI systems shall not in any manner relieve Contractor of such responsibility.

10.2 Prior to using any AI in its performance of the Agreement, Contractor shall advise Agency in writing of its intent to use AI and shall keep Agency informed of such usage throughout the term of the Agreement. During the term of this Agreement, Agency may request, and Contractor shall provide, Agency with all information regarding its use of AI in its performance of this Agreement. Contractor shall keep and maintain all records that

pertain to its use of AI in its performance of this Agreement in compliance with section 7 of this Agreement.

10.3 Pursuant to section 9 of this Agreement, Contractor shall not submit any Confidential Material to any publicly accessible AI platform, unless authorized in writing in advance by Agency.

10.4 Contractor shall review any AI-generated data, information, or AI-informed decisions relating in any manner to the performance of this Agreement to ensure that such work product is to the standard promised to Agency in this Agreement. This quality-assurance review of AI-generated work and materials shall be conducted by a qualified Contractor employee or subcontractor. Contractor shall conduct ongoing testing and review of all AI systems used in the performance of this Agreement to ensure they function as intended and do not negatively impact the quality and accuracy of the Work or divulge Confidential Material. Contractor shall ensure that its officers, employees, and agents are properly trained to both use AI and to assess and mitigate any potential negative consequences from its use.

11 Compliance with Laws

11.1 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.

11.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

11.2.1 This section 11.2 applies if the Work includes either of the following:

11.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 11.2 applies only to workers performing the pre-construction and post-construction work.

11.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any Agency facility, plant, building, structure, utility system or other property (“Agency Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Agency Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Agency machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard

or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 11.2 applies only to workers performing the “maintenance” work.

11.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

11.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 11.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

11.2.4 If the Work includes maintenance as defined in section 11.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

12 Indemnification.

12.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. Notwithstanding the prior sentence, Contractor shall indemnify, defend, protect, and hold harmless Agency and its Indemnitees from and against any Claims that arise out of, pertain to, or relate to the Contractor’s use of AI. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will

not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

12.2 This section 12.2 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.

13 Force Majeure Events

13.1 A party affected by a Force Majeure Event shall not be deemed in breach of this Agreement or be liable for any delay or failure in performance to the extent such delay or failure is caused by the Force Majeure Event. The party claiming relief shall, as soon as reasonably practicable: (i) notify the other party of the Force Majeure Event; (ii) use all reasonable efforts to mitigate the effects and minimize any delay resulting from the event; and (iii) resume performance of its obligations as soon as practicable.

13.2 A Force Majeure Event means any event that materially affects a party's performance and is one or more of the following: (1) acts of god or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action that effect the Work and cannot be avoided or mitigated by use of replacement workers. A claim of a Force Majeure Event will only apply to the extent that the event occurs because of factors that could not be planned for or mitigated and are beyond the control of Contractor and its subcontractors.

14 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.

14.1 **Entitlement to Broader Coverage.** If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Agency. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 14.

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

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

15 General Provisions

15.1 **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.

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

15.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 14 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 14 of this Agreement.

15.4 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.

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

15.6 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.

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

15.8 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:

Agency:

Wyandotte Creek Groundwater Sustainability Agency
Attn: Dillon McGregor
308 Nelson Avenue
Oroville, CA 95965
E-mail: DMcgregor@buttecounty.ca.gov

Contractor:

Larry Walker Associates

Attn: Ryan Fulton

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.

15.9 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: _____

Dillon McGregor
GSA Program Manager

Larry Walker Associates, Inc.:

Dated: _____

By: _____

Laura Foglia, Vice President

EXHIBIT A

SCOPE OF WORK, SCHEDULE, AND BUDGET

The Wyandotte Creek Groundwater Sustainability Plan (GSP) was approved by the Department of Water Resources (DWR or Department) in July 2023. DWR provided recommended corrective actions (or RCAs) that the Department believes will enhance the GSP. The Department strongly encouraged completion of the recommended corrective actions and suggests incorporating all resulting changes to the GSP in future updates. Wyandotte Creek GSA received funding through DWR's Sustainable Groundwater Management (SGM) Round 2 Grant Program to address these data gaps and to complete the GSP Five-Year Periodic Evaluation required under Water Code § 10728.2 and Plan Amendments.

In April 2024, Larry Walker Associates (LWA or Consultant) was hired by the GSA to prepare drafts of the Periodic Evaluation (PE) and Plan Amendments (PA) using the SGM Grant funds. All work to be reimbursed by the grant was completed by March 31, 2026. The GSA plans to release the draft Periodic Evaluation and Amendments in spring 2026 for public review and comment. The final Periodic Evaluation and Plan Amendments will be submitted to DWR by January 2027.

This Exhibit A provides LWA additional budget to continue work beyond the end of the GSA's grant agreement with DWR to ensure all recent data and stakeholder feedback are incorporated into the Periodic Evaluation and Plan Amendments prior to submittal to DWR.

Tasks include:

- Incorporating available data through Water Year 2026, as feasible;
- Incorporating DWR guidance related to Interconnected Surface Water (ISW) and inter-basin coordination, as needed;
- Conducting additional stakeholder outreach meeting(s), as requested;
- Incorporating stakeholder feedback;
- Ensuring consistency and alignment among the Water Year 2026 Annual Report, Periodic Evaluation, and Plan Amendments; and
- Supporting preparation and submittal of materials to DWR.

The cost of completing this work will not exceed \$30,000, billed based on time and materials in accordance with LWA's standard rates provided on the next page. All Work will be approved by Butte County / GSA staff and will be completed by January 31, 2027.

LWA Standard Rate Sheet

(LWA's Rate Schedule by Classification, effective July 1, 2026 – June 30, 2027, is attached separately and incorporated by reference.)



Agenda Transmittal

Subject: Update on the Status of the Wyandotte Creek Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments

Contact: Becky Anderson	Phone: (530) 552-3587	Meeting Date: August 20, 2026	Agenda Item: 4.1
--------------------------------	------------------------------	--------------------------------------	-------------------------

SUMMARY:

Staff will provide an update on the status of the Wyandotte Creek Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments, including an overview of the draft documents now available for public review. The presentation will summarize the primary updates included in the Periodic Evaluation and proposed Plan Amendments, review the 30-day public comment period and opportunities for public participation, and discuss the anticipated schedule for final adoption and submission to the Department of Water Resources.

REQUESTED ACTION: Accept as information.



Draft GSP Periodic Evaluation & Plan Amendments

Board Update – August 20, 2026

Status Update

- ▶ The Draft 2027 GSP Periodic Evaluation and Plan Amendments are finalized and ready for release
 - ▶ Documents will be posted for a 30-day public review and comment period beginning August 19, 2026
 - ▶ All comments received will be compiled, summarized, and attached to the final documents
 - ▶ Final documents go to WAC and the Board in November, then to DWR by the January 2027 deadline
-

Draft Periodic Evaluation – Key Findings

All sustainability indicators remained in compliance with their Minimum Threshold throughout the WY 2022–2027 evaluation period, and the Subbasin remains on track to meet its sustainability goal through 2042.

42 ft

Above Minimum Threshold

Groundwater elevations averaged 42 feet above the Minimum Threshold subbasin-wide (WY 2025).

17 ft

Above Measurable Objective

Groundwater elevations remained an average of 17 feet above the Measurable Objective (WY 2025).

**+39,400
AF**

Increase in Groundwater Storage

Groundwater storage increased by approximately 39,400 acre-feet from Water Year 2022 through 2025.

Plan Amendments – SMC Updates

SMC Category	Key Update
Groundwater Levels	Undesirable Result now evaluated in any year type; refined Minimum Threshold using updated domestic well risk assessment
Water Quality	Same Undesirable Result update as Groundwater Levels; "Minimum Threshold" renamed "Maximum Threshold"
Land Subsidence	No longer relies on Groundwater Levels SMC as a proxy; now has its own Minimum Threshold based on InSAR monitoring
Interconnected Surface Water	New shallow ISW monitoring network established near the Feather River and Honcut Creek

Plan Amendments – Projects & Management Actions

1

Completed

TWSD Water Treatment Plant Capacity Upgrade is now complete.

2

In-Progress

Residential Water Conservation, Palermo Clean Water Consolidation, Agricultural Irrigation Efficiency, and Regional Conjunctive Use have completed initial feasibility phases and need to advance to design and implementation as funding becomes available.

3

Other Potential Projects

Extend Orchard Replacement and other projects under consideration.

Public Review & Comment

- ▶ Draft documents are available for public review and comment from August 19 through September 30, 2026
 - ▶ Submit comments via the online form at wyandottecreekgsa.com
 - ▶ All comments received will be compiled and attached to the final GSP Periodic Evaluation and Plan Amendments
-

Next Steps

1

**August 19 –
September 30, 2026**

Draft documents posted for 30-day public review and comment period.

2

November 2026

Final Periodic Evaluation and Plan Amendments, with comments attached, presented to WAC and the Board for review and approval.

3

January 2027

Final GSP Periodic Evaluation and Plan Amendments submitted to DWR.

Requested Action: Accept as Information

Wyandotte Creek
GROUNDWATER SUSTAINABILITY
AGENCY



Agenda Transmittal

Subject: Drought Resilience Plan Update

Contact: Kamie Loeser

Phone: 530.552.3595

Meeting Date: August 20, 2026

Agenda Item: 4.2

SUMMARY:

On September 23, 2021, Governor Newsom signed into law SB 552 (Hertzberg), which assigned new responsibilities and requirements for the State of California (State) and local agencies to help small water suppliers and rural communities reduce their risks of inadequate water supply amid a water shortage event. SB 552 specifically required all counties to improve drought and water shortage preparedness for state small water systems and domestic wells within a county's jurisdiction by 1) establishing a standing Drought and Water Shortage Task Force (Drought Task Force) and 2) developing a County Drought Resilience Plan (DRP).

The existing Butte County Drought Preparedness and Mitigation Plan was adopted by the Board of Supervisors in October 2004 (2004 Drought Plan). However, that Plan needed to be updated to comply with SB 552 by incorporating the required drought and water shortage risk assessment, identifying short and long-term response actions that specifically address state small water systems and domestic wells, and other implementation considerations. In addition, the preparation of the County DRP would also reflect other current laws, programs, and activities being conducted by County departments and other local agencies (i.e., Groundwater Sustainability Agencies).

Butte County Department of Water and Resource Conservation has released a Draft Drought Resilience Plan for public review and comment through August 28, 2026. Department staff will present an overview of the DRP.

RELEVANT LINKS:

Draft Plan available at: <https://www.buttecounty.ca.gov/2281/Drought-Resilience-Plan>

REQUESTED ACTION:

Accept as information, provide comments as appropriate.



Butte County Drought Resilience Plan

Wyandotte Creek Groundwater Sustainability Agency

August 20, 2026

Kamie Loeser, Director

1

Background: Butte County's Drought Planning History



- **2004 Drought Preparedness and Mitigation Plan**
 - Established a County Drought Task Force to evaluate conditions and coordinate response during drought
 - The Task Force provides regular updates to the Board of Supervisors
- **2026 Drought Resilience Plan**
 - Per new State requirements the County is now updating and expanding the 2004 Plan into a Drought Resilience Plan (DRP)

2

Background: Senate Bill 552



SB 552 (2021) required counties to formally plan for drought and water shortage risk specific to domestic wells and state small water systems (SSWSs)

- Counties must establish a Drought Task Force and
- Prepare a Drought Resilience Plan that considers:
 - Consolidations for existing water systems and domestic wells
 - Domestic well drinking water mitigation programs
 - Provisions of emergency and interim drinking water solutions
 - Plan implementation and analysis of funding sources
- Follows the Department of Water Resources County Drought Resilience Plan Guidebook

3

Background: How the County DRP Is Organized



Butte County's Drought Resilience Plan (DRP) responds to Senate Bill 552 requirements for addressing domestic well and state small water system (SSWS) vulnerabilities.

- Chapter 1 (Introduction) – provides an overview of the DRP; characteristics of Butte County; water supply, uses and providers; water management efforts and actions; applicable County ordinances and agreements; and other plans and resources.
- Chapter 2 (Drought and Water Shortage Task Force) – discusses the Drought Task Force and Subcommittee, Interagency Coordination Group, and Specialized Working Groups.
 - Different groups engage in drought response depending on Drought Phases/Severity

4

Background: How the County DRP Is Organized



- Chapter 3 (Risk Assessment) identifies County areas served by domestic wells and SSWSs that are most susceptible to drought and water shortage
- Chapter 4 (Short-Term Response Actions) addresses immediate health and safety needs for events lasting up to 30 days
- Chapter 5 (Long-Term Mitigation Strategies) aims to reduce the vulnerability of domestic wells and SSWSs so that short-term actions are needed less often

Chapters 4 & 5 were developed by the Drought Task Force Subcommittee through an iterative process, building on activities already underway by County, GSAs, and other partner entities

Why This Matters to Groundwater Subbasins



- Guidebook encourages coordination with GSAs:
 - Understand how drinking water users are considered in GSPs
 - How GSAs plan to monitor and manage groundwater levels
 - Collaborate the sharing of data regarding domestic wells
 - Coordination of domestic well mitigation program
- Chapter 4 (Short-Term Response Actions) and Chapter 5 (Long-Term Mitigation Strategies) identify where Groundwater Sustainability Agencies (GSAs) are key partners
- The Wyandotte GSA plays a direct role in some short- and long-term actions supporting domestic well and SSWS communities within the Wyandotte Subbasin

Short-Term Response Actions: Voluntary Water Conservation (STRA 03)



- County, in coordination with SSWSs, NGOs, and GSAs maintains communication and engagement and encourages voluntary water conservation during water shortage events
 - Lead: Department of Water and Resource Conservation (DWRC)
 - Partners: Butte County Environmental Health (BCEH), NGOs, and GSAs for the Vina, Wyandotte Creek, and Butte Subbasins
- The Wyandotte GSA may operate voluntary conservation measures to promote sustainable groundwater management that directly support this action

7

Long-Term Mitigation Strategies: With GSA Involvement



- Eight Long-Term Mitigation Strategies (LTMSs) in Chapter 5 name GSAs as a partner entity:
 - LTMS 04 – Regional Groundwater Level Monitoring and Communication
 - LTMS 06 – Increased Recharge
 - LTMS 07 – Enhanced SSWS and Domestic Well Vulnerabilities Assessment
 - LTMS 10 – Domestic Well Monitoring
 - LTMS 13 – Well Destruction
 - LTMS 21 – Improve Domestic Well Inventory
 - LTMS 22 – High-Risk Groundwater Contamination Regional Identification

8

Drinking Water Well Mitigation Program



SB 552 Guidance

SB 552 Guidance on Well Mitigation

1. Identify impacted wells that may be impacted through water shortage risk assessment
2. Develop mitigation options including, well rehabilitation and other potential strategies
3. Implement community-supported solutions in collaboration with other agencies
4. Coordinate ongoing well monitoring for maintenance, assurance and adaption

Drinking Water Well Mitigation Program



Wyandotte Creek GSP / Periodic Evaluation and Domestic Wells

The GSA is responsible for ensuring its groundwater management actions do not cause undesirable results for domestic well users. The PE / GSP Amendment process resulted in:

- Updated domestic well inventory and minimum thresholds to protect domestic wells,
- Completed a domestic well risk assessment and quantified impacts to domestic wells
- Expanded the monitoring network and identified groundwater level monitoring sites representative of domestic wells
- GSP does include a domestic well mitigation program implemented if groundwater conditions decline below historical lows or as domestic wells are significantly impacted by declining groundwater levels.

Regional Planning Integration & the GSP



- GSP Intersects with the County DRP on:
 - Well inventory and drinking water well mitigation programs
 - Groundwater level trends and voluntary water conservation
- The County reviews the status of relevant planning efforts at annual Drought Task Force meetings to identify opportunities for integration and assign coordination responsibilities

11

Partnering with the GSA: Next Steps



How the County will continue working with the GSA

- Continue sharing groundwater level and domestic well monitoring data through GSP Annual Report coordination
- Collaborate on the development of a domestic well mitigation program, if deemed necessary based on future conditions and outcomes
- Support implementation of the Recharge Action Plan within the Subbasin
- Maintain coordination through annual Drought Task Force meetings

12