

4.05



CONTRACT NO.

BUTTE COUNTY CONTRACT ADMINISTRATION REQUEST FOR REVENUE CONTRACT REVIEW R 4 2 3 1 9

COUNTY OF BUTTE

To Be Completed By Submitting Department (A MINIMUM OF TWO ORIGINALS & ONE COPY OF THE CONTRACT MUST BE ATTACHED unless contract is going to the BOARD = THREE ORIGINALS AND ONE COPY)

Approval Authority: [X] Board of Supervisors [ ] General Services

[ ] Contract Pre-Review [X] Contract Approval Review [ ] Amendment Pre-Review [ ] Amend. Approval Review

Date Submitted: Dept. Contact Person: Kamie Loeser Phone #: 530-552-5

Name of Contractor/Grantor/Lessee: GSA ADMINISTRATIVE AND MANAGEMENT COST SHARE AGREEMENT If amendment, include original contract number: SH

Title of Contract: GSA ADMINISTRATIVE AND MANAGEMENT COST SHARE AGREEMENT

Brief Description of Provision: Cost share agreement between Butte County and the Vina Groundwater Sustainability Agency and the Wyandotte Creek Groundwater Sustainability Agency

Dept. Name: Water Cost Center #: CC0035 Revenue Category: 451200 Project/Program/Grant #:

Expected Revenue in Current Fiscal Year: \$170,000 Total Contractual Revenue: \$850,000

Term Begin Date: November 7, 2023 Term End Date: June 30, 2028

If applicable, has request for new Revenue Account been submitted? [ ] YES [X] NO If "NO", and a new account is needed, please submit a "New Account Request".

Does this contract contain ANY Federal funds, direct or indirect? [ ] Yes [X] No If YES, CFDA#:

NOTE: Acceptance of grant or program funds may require compliance with laws and regulations to ensure the funds through forthcoming Audits. Signature to this page and submission of this contract by Department Head or Delegate stipulates compliance with any and all grant requirements including but not limited to regulatory compliance and availability of matching funds.

Requested Date of Approval: 10.27.2023 Requested BOS Date: 11.07.2023

[ ] When fully routed send directly to Clerk of the Board [X] When fully routed notify dept. contact for instruction

The undersigned hereby certifies that the attached contract compliance requirements and matching funds (if applicable) have been disclosed and acceptance of this contract and the associated revenue is in compliance with the Butte County Ordinance, the Contracts Purchasing Policy & Procedure Manual, and Butte County Fiscal Control, subject to budget Appropriation.

Handwritten signatures: Kamela Loeser, Kamela Loeser, Date: 10/31/23

Typed or Printed Name of Dept Head or Delegate Signature of Department Head or Delegate Date

Table with 5 columns: Review, Received, Log Out, Comments or Notations, Reviewer. Rows include GS Contracts Division, County Counsel, and Approval Authority with handwritten dates and initials.

COUNTY OF BUTTE

**GSA ADMINISTRATIVE AND MANAGEMENT COST SHARE AGREEMENT**

This GSA Administrative and Management Cost Share Agreement (“Agreement”) is made and entered into and effective upon the date when the last Member signs this Agreement (“Effective Date”) by the County of Butte, a political subdivision of the state of California (“County”), the Vina Groundwater Sustainability Agency, a California joint powers authority (“VGSA”), and the Wyandotte Creek Groundwater Sustainability Agency, a California joint powers authority (“WCGSA”), (County, VGSA and WCGSA, collectively “Parties”) who agree as follows:

Recitals

WHEREAS, VGSA and WCGSA (collectively “GSAs”) are joint powers authorities formed to manage groundwater and compliance with the Sustainable Groundwater Management Act of 2014 (“SGMA”) in the Vina and Wyandotte Creek Subbasins, respectively, in Butte County, California;

WHEREAS, County is a member of the GSAs and has in the past provided management, administrative, financial, and technical services to the GSAs;

WHEREAS, the Parties desire to set forth in this Agreement the terms on which the County will continue to provide administrative and management services to the GSAs and the GSAs will compensate County for those services.

NOW, THEREFORE, in consideration for the mutual promises and undertakings of the Parties set forth in this Agreement, the Parties agree as follows:

1. Scope of County Services

1.1. Starting no later than January 1 2024, the County shall provide all administrative and management services necessary and appropriate for the GSAs to comply with SGMA for their respective subbasins. These services shall include, but are not limited to:

- Management of day-to-day operations of the GSAs, including management of consultants.
- Serve as the primary point of contact for the GSAs’ governing boards and be responsible for setting and administering all meetings of those bodies.
- Coordination between the GSAs, the GSA’s members, other subbasins, and stakeholders.
- All other duties included on Exhibit A or an approved cost proposal or approved work plan, as discussed further in the following section, or as requested by the

GSA and necessary and appropriate for SGMA compliance in the respective subbasins.

1.2. The County services required by this Agreement shall not include legal services to the GSAs.

1.3. The County shall provide the services required by this Agreement through employees or consultants of the County. The County shall consult with the GSAs concerning the qualifications and suitability of the employees or consultants assigned to provide the services required by this Agreement.

1.4. The County will appoint a single employee or consultant as the GSA Program Manager for each of the GSAs. The same employee or consultant may be appointed as the GSA Program Manager for both GSAs. The GSA Program Manager shall have management authority over the County services provided to the GSAs.

1.5. The GSA Program Manager, and all other employees or consultants of the County who provide services to the GSAs, shall remain employees or consultants of the County, as appropriate, and shall not become employees or consultants of the GSAs.

1.6. The County shall provide its employees with all equipment, office space, internet, email, phone, and other matters necessary and appropriate to provide the County services required by this Agreement. Notwithstanding anything in this Agreement to the contrary, the GSAs will fund the purchase of a workstation including a desk, office chair, computer, and associated office supplies to support the services provided pursuant to this Agreement. The GSAs and the County shall not provide equipment or office space to consultants.

## 2. Duties and Responsibilities of the Parties

2.1. The GSAs shall pay the County for the services required by this Agreement. For FY23-24, the GSAs shall pay the amounts provided in Exhibit A. For subsequent fiscal years, the Parties shall follow the following process to determine the amounts that the GSAs shall pay:

2.1.1. No later than January 1 of the preceding fiscal year, the County shall prepare and provide to the GSAs a detailed cost proposal for the subsequent fiscal year.

2.1.2. The GSAs shall review the cost proposal and negotiate with the County and each other, as appropriate. The County may provide the GSAs with one or more amended cost proposals, as appropriate.

2.1.3. No later than April 1 of the preceding fiscal year, the GSAs' governing boards shall either approve the County cost proposal, or any amendments to the

cost proposal, or provide the other Parties with termination of this Agreement as provided below.

2.1.4. Upon the approvals required by the preceding section, the approved County cost proposal shall be deemed incorporated into this Agreement and the GSAs shall pay the amounts required by the approved County cost proposal.

2.2. The GSAs agree to share in the costs for County services as follows:

2.2.1. Program Management and Administration

- VGSA: 70%
- WCGSA: 30%

2.2.2. Fiscal Agent

- VGSA: 70%
- WCGSA: 30%

2.2.3. Technical Services / Workstation and Office Supplies

- VGSA: 50%
- WCGSA: 50%

2.2.4. The GSAs shall make the required payment semi-annually in arrears with the first payment due no later than January 15 and the second payment due no later than July 15. The payment schedule may be modified as needed and as agreed upon by all Parties.

2.3. The GSAs may appoint the GSA Program Manager as the Administrator for each of the GSAs as appropriate under the GSA's respective governing documents.

3. Term

3.1. This Agreement may be terminated upon any of the following occurrences:

3.1.1. This Agreement's expiration and automatic termination on June 30, 2028. This Agreement may be extended by mutual written agreement of the Parties.

3.1.2. By mutual written agreement of all Parties.

3.1.3. By any Party upon the material breach of this Agreement by any other Party, provided that the terminating party provided written notice of the material breach to all other Parties and the breaching party fails to cure the breach within 30 days.

3.1.4. By any Party effective on the last day of the current fiscal year (June 30), provided that the Party provides written notice to the other Parties no later than April 1 of the current fiscal year.

3.2. Upon termination of this Agreement, the County shall return to the GSAs all unspent payments based on the 70/30 percent cost share specified in Section 2.2.1 under this Agreement.

#### 4. Insurance

4.1 The County self-insures third-party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. The County shall maintain such self-insurance for the term of this Agreement.

4.2 The GSAs are insured against third-party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. The GSAs shall maintain such insurance for the term of this Agreement.

#### 5. Mutual Indemnity

Each Party agrees to defend, hold harmless, and indemnify each other Party, its officers, employees, and agents from any and all claims for injuries or damage to persons or property which arise out of this Agreement, and which results from the willful or negligent acts or omissions of the indemnifying Party, its officers, employees, or agents. The obligations of this section shall survive the termination of this Agreement.

#### 6. General Provisions

6.1. Recitals. The Recitals in Section 0 are incorporated into and shall constitute a part of this Settlement Agreement.

##### 6.2. Notice

All notices required by this Agreement shall be sent by mail and first-class U.S. Mail to the Parties as follows:

County: Kamie Loeser, Director of Water and Resource Conservation  
308 Nelson Avenue  
Oroville, CA 95928  
kloeser@buttecounty.net  
(530) 552-3590

VGSA: Member Agency Management Committee  
c/o Vina GSA Administrator  
308 Nelson Avenue  
Oroville, CA 95928  
(530) 552-3592  
vinagsa@gmail.com

WCGSA: Member Agency Management Committee  
c/o Wyandotte Creek GSA Administrator  
308 Nelson Avenue  
Oroville, CA 95928  
(530) 552-3591  
wyandottegsa@gmail.com

6.2.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement.

6.3. Amendments. This Agreement may only be amended in a writing executed by authorized representatives of all of the Parties.

6.4. Successors and Assigns. This Agreement is personal to each of the Parties and may not be assigned without the express written consent of the other Parties. Upon an authorized assignment, this Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, affiliated and related entities, officers, directors, partners, principals, agents, employees, assigns, representatives, and all persons, firms, associations, partnerships, and/or corporations connected with them, and including, without limitation, their insurers, sureties and/or attorneys.

6.5. Cooperation. Each Party to this agreement agrees to do all things that may be necessary, including, without limitation, the preparation and execution of documents which may be required hereunder, in order to implement and effectuate this Agreement.

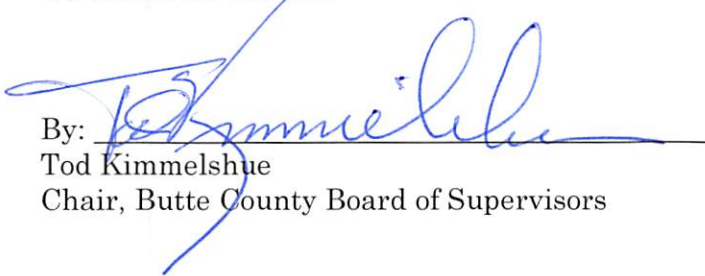
6.6. Counterparts. This Agreement may be executed in counterparts and through electronic means.

6.7. Governing Law; Venue. Except as otherwise required by law, the Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Any claim or action arising out of this Agreement shall be litigated in the Butte County Superior Court.

6.8. Dispute Resolution. The Parties agree to resolve any disagreements which may arise regarding this Agreement at the lowest level required for each Party, with a cooperative spirit and in a timely manner. If disagreements cannot be resolved according to this process, the matter shall be discussed and considered by the Director of the Butte County Department of Water and Resource Conservation, the Member Agency Management Committee of VGSA and/or the Member Agency Management Committee of the WCGSA.


IN WITNESS WHEREOF, the Parties accept this Agreement and have caused this Agreement to be executed and delivered.

COUNTY OF BUTTE

By:   
Tod Kimmelshue  
Chair, Butte County Board of Supervisors

11/07/23  
Date

VINA GROUNDWATER SUSTAINABILITY AGENCY

By:   
Evan Tuchinsky  
Chair, Vina Groundwater Sustainability Agency

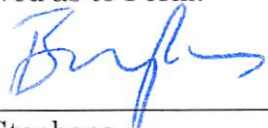
OCT. 11, 2023  
Date

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

By:   
Bill Connelly  
Chair, Wyandotte Creek Groundwater Sustainability Agency

26 Oct 2023  
Date

Approved as to Form:

 11/1/23  
Brad Stephens  
Butte County Counsel

Reviewed For Contract  
Policy Compliance  
General Services  
Contracts Division

N. Deatch 10/31/23

## **EXHIBIT A**

**FY23-24**

### **Scope of Work and Compensation for County Services**

#### **Section 1. Services.**

County shall provide the following services to the GSAs:

#### **Program Management and Administration Services**

- Vina GSA administration
- Vina GSA reporting and accountability (to County, to GSAs, public updates)
- Vina GSA point of contact
- Wyandotte Creek GSA administration
- Wyandotte Creek GSA reporting and accountability (to County, to GSAs, public updates)
- Wyandotte Creek GSA point of contact

#### **Fiscal Services**

- Primary liaison with both GSAs and County on GSA financial-related activities
- Vina GSA – other funding sources coordination and tracking (e.g., PMAs)
- Vina GSA – budgeting, accounting, and reporting
- Wyandotte Creek GSA – budgeting, accounting, and reporting
- Wyandotte Creek GSA – other funding sources coordination and tracking (e.g., PMAs)
- Budgeting and accounting
- Cost-share agreement tracking and reporting
- Processing and payment of GSA vendor and consultant invoicing by County Auditor-Controller's Office

#### **Technical Services**

- Plan Manager
- Annual Report Project Management
- Data Management Support  
Monitoring

The Parties agree that the services described in Section 1 shall be described in the Work Plans agreed upon by the GSAs and County attached to this Scope of Work as Attachment 1 and incorporated by reference. Following the date of this Agreement, (1) the Member Agency Management Committees may agree to amendments to the Work Plans on behalf of their respective GSA and (2) the Butte County Director of Water & Resource Conservation may agree to amendments to the Work Plans on behalf of the County.



**Section 2. Compensation.**

For Fiscal Year 2023-24, the GSAs shall compensate County for the services described in Section 1 of this Attachment according to the terms more fully described in Section 2.2 of the Agreement and as depicted in the following compensation table. The compensation table below will be modified each fiscal year based on the process outlined in Section 2.1 of this Agreement.

<b><i>Services</i></b>	<b><i>FY 2023-2024 Compensation</i></b>
<b>Program Management and Administration Services</b> Share in Costs: <ul style="list-style-type: none"> <li>• VGSA 70%</li> <li>• WCGSA 30%</li> </ul>	Based on the Butte County Program Development Manager Classification Salary Range \$78,478.40 - \$105,164.80 Annually Benefits Range \$31,391.36 - \$42,065.92
<b>Fiscal Services</b> <i>(separate from County Tax Roll Fee Support)</i> Share in Costs: <ul style="list-style-type: none"> <li>• VGSA 70%</li> <li>• WCGSA 30%</li> </ul>	County will bill semi-annually in arrears not to exceed \$3,000 annually
<b>Technical Services</b> Share in Costs: <ul style="list-style-type: none"> <li>• VGSA 50%</li> <li>• WCGSA 50%</li> </ul>	County will bill semi-annually in arrears not to exceed \$10,000 annually
<b>Workstation and Office Supplies</b> Share in Costs: <ul style="list-style-type: none"> <li>• VGSA 50%</li> <li>• WCGSA 50%</li> </ul>	County will bill semi-annually in arrears not to exceed \$3,000 annually

Upon hiring of the Program Manager, County will notify the GSAs in writing of the exact amount of Salary and Benefits compensation due for this fiscal year.

**ATTACHMENT 1  
GSA WORK PLAN**

**Vina GSA 2024 Work Plan**

- 1. Administration of GSA Boards and Committees**
  - 1.1. Management Committee
  - 1.2. Vina GSA Board
  - 1.3. Stakeholder Advisory Committee
  
- 2. Advance Projects and Management Actions of the GSP**
  - 2.1. SGM Grant Program Administration
  - 2.2. Conduct an Updated Fee Study (e.g., Prop 218/26 activities)
  - 2.3. GSP Updates, Data Gaps, and Outreach Project (grant funded)
  - 2.4. Outreach Program (grant funded)
  - 2.5. Demand Reduction Strategies in the Vina Subbasin Project (grant funded)
  - 2.6. Lindo Channel Surface Water Recharge Implementation Project (grant funded)
  - 2.7. Coordination with Butte County Implemented Grant Projects
  
- 3. Ongoing SGM Program Activities**
  - 3.1. Annual Reports
  - 3.2. Groundwater Level Monitoring and Reporting
  - 3.3. Interested Parties List
  - 3.4. Outreach and Engagement Activities
  
- 4. Administration of the Vina GSA**
  - 4.1. Vina GSA JPA Amendments
  - 4.2. Overall Budgeting, Management, and Reporting for the GSA
  - 4.3. GSA Fee Management (e.g., administration of current or future fee needs)
  - 4.4. Cost-sharing Agreements and Accounting
  - 4.5. Reporting and Accountability (to County, to GSAs, to public)
  
- 5. Interagency Coordination and Representation for the Vina GSA**
  - 5.1. Groundwater Resources Association (GRA) Conferences
  - 5.2. DWR GSA Forums
  - 5.3. Inter-Departmental Coordination
  - 5.4. External Coordination
  - 5.5. Basin Point of Contact

**Wyandotte Creek GSA 2024 Work Plan**

- 1. Administration of the GSA Boards and Committees**
  - 1.1. Management Committee
  - 1.2. Wyandotte Creek GSA Board
  - 1.3. Stakeholder Advisory Committee
  
- 2. Advance Projects and Management Actions of the GSP**
  - 2.1. SGM Grant Program Administration
  - 2.2. GSP Data Gaps and Refinements (grant funded)
  - 2.3. Outreach Program (grant funded)
  - 2.4. Regional Conjunctive Use Project (grant funded)

- 2.5. Coordination with Butte County Implemented Grant Projects
- 2.6. Coordination with Thermalito Water and Sewer District Implemented Grant Project (Water Treatment Plant Capacity Upgrade, grant funded)

**3. Ongoing SGM Program Activities**

- 3.1. Annual Reports
- 3.2. Groundwater Level Monitoring and Reporting
- 3.3. Interested Parties List
- 3.4. Outreach and Engagement Activities

**4. Administration of the Wyandotte Creek GSA**

- 4.1. Wyandotte Creek GSA JPA Amendments
- 4.2. Overall Budgeting, Management, and Reporting for the GSA
- 4.3. GSA Fee Management (e.g., administration of current or future fee needs)
- 4.4. Cost-sharing Agreements and Accounting
- 4.5. Reporting and Accountability (to County, to GSAs, to public)

**5. Interagency Coordination and Representation for the Wyandotte Creek GSA**

- 5.1. Groundwater Resources Association (GRA) Conferences
- 5.2. DWR GSA Forums
- 5.3. Inter-Departmental Coordination
- 5.4. External Coordination
- 5.5. Basin Point of Contact