



Wyandotte Creek Groundwater Sustainability Agency Agenda Transmittal

Agenda Item: 8

Subject: Cost Share Agreement Between the Wyandotte Creek GSA, Vina GSA, and the County of Butte for GSA Program Management.

Contact: Kamie Loeser

Phone: 530.552.3590

Meeting Date: October 26, 2023

Regular Agenda

Department Summary:

The County of Butte is a member agency to both the Vina and Wyandotte Creek Groundwater Sustainability Agencies (GSAs) by Joint Powers Authorities (JPA) and has in the past provided administrative, management, financial, and technical services to the GSAs to fulfill activities required by the Sustainable Groundwater Management Act (SGMA). This Cost Share Agreement, a copy of which is attached, is to set forth the terms on which the County will continue to provide administrative and management services to the GSAs, and those services will be compensated by both GSAs.

Under the Cost Share Agreement, County services would start no later than January 1, 2024 and includes, but is not limited to:

- * Management of day-to-day operations of the GSAs, including management of consultants.
- * Serving as the primary point of contact for the GSAs’ Boards and Committees and responsibility for setting and administering all meetings of those bodies.
- * Coordination between the GSAs, GSAs’ members, other subbasins, and stakeholders.
- * Duties listed in Exhibit A - Scope of Work and Compensation, including program management and administrative services, fiscal services, and technical services.

The Scope of County Services shall include the appointment of a single employee or consultant as the GSA Program Manager, with additional services provided by existing County staff or consultants. The County shall prepare and provide a cost proposal for subsequent fiscal years, for approval. The GSA will fund the purchase of a workstation and associated office supplies. The Scope of County Services does not include legal services.

The Cost Share Agreement also includes details on the duties and responsibilities of the parties to the agreement to make fiscal contributions on a semi-annual basis—in arrears on January 15 and July 15—or on a schedule otherwise agreed upon by all parties. The GSAs will share in the costs on a 70% (Vina GSA)/30% (Wyandotte Creek GSA) split for program management and administration and as fiscal agent, with a 50% split for both GSAs for technical services and workstation and office supply costs. Other contract items (i.e., terms, insurance, mutual indemnity, and general provisions) are also described in the Cost Share Agreement.

The Exhibit A and Attachment 1 to the Agreement further elaborates on the scope of services and terms of compensation that are included in the Cost Share Agreement.

Fiscal Impact: None

Staff Recommendation: Adopt the GSA Administrative and Management Cost Share Agreement.

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 may 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 1 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: _____ Date _____
Tod Kimmelshue
Chair, Butte County Board of Supervisors

VINA GROUNDWATER SUSTAINABILITY AGENCY

By: _____ Date _____
Evan Tuchinsky
Chair, Vina Groundwater Sustainability Agency

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

By: _____ Date _____
Bill Connelly
Chair, Wyandotte Creek Groundwater Sustainability Agency

Approved as to Form:

Brad Stephens
Butte County Counsel

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.

<i>Services</i>	<i>FY 2023-2024 Compensation</i>
Program Management and Administration Services Share in Costs: <ul style="list-style-type: none"> • VGSA 70% • WCGSA 30% 	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
Fiscal Services <i>(separate from County Tax Roll Fee Support)</i> Share in Costs: <ul style="list-style-type: none"> • VGSA 70% • WCGSA 30% 	County will bill semi-annually in arrears not to exceed \$3,000 annually
Technical Services Share in Costs: <ul style="list-style-type: none"> • VGSA 50% • WCGSA 50% 	County will bill semi-annually in arrears not to exceed \$10,000 annually
Workstation and Office Supplies Share in Costs: <ul style="list-style-type: none"> • VGSA 50% • WCGSA 50% 	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.

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

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