

Wyandotte Creek Groundwater Sustainability Agency Board Meeting Agenda

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

Date: Thursday, October 15, 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

Board Meeting Agenda

October 15, 2026

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

3.1 *Approval of the 08-20-26 and 08-27-06 Wyandotte Creek GSA Special Board Meeting Minutes

Requested Action: Approve the 08-20-26 and 08-27-06 Wyandotte Creek GSA meeting minutes.

4. Regular Agenda

4.1 *Sustainable Groundwater Management Act (SGMA) Fee Corrections and Appeals Process

Following adoption of the revised SGMA fee in May 2026, staff developed a process for property owners to request correction of a fee based on parcel location, user group classification, or a fee calculation error. The proposed process establishes requirements and timelines for submitting and reviewing correction requests, provides an opportunity to appeal the Program Manager's determination to the Board of Directors, and describes how approved adjustments will be processed. Staff has also prepared a Fee Correction Request Form and updated website information to assist fee payors.

The process requires the fee to first be paid as charged, with correction requests submitted by April 30 of the applicable fiscal year. The Program Manager is authorized to review and act on requests, and a fee payor who is dissatisfied with that determination may appeal to the Board. **(Report – Catherine Hansford, Hansford Economic Consulting)**

Requested Action: Approve the proposed SGMA Fee Corrections and Appeals Policy and Process and Fee Correction Request Form.

4.2 *Establish Minimum Fee Amount for Direct Billing of the SGMA Fee

Most Sustainable Groundwater Management Act (SGMA) fees are collected through the Butte County property tax roll. For properties or entities that do not receive a property tax bill, the Program Manager may issue a direct bill. In some cases, the administrative cost of issuing and collecting a direct bill may exceed the amount of revenue collected.

Resolution No. 2026-05 would establish a minimum fee amount of \$50 for direct billing and authorize the Program Manager, or the Board's designee, to refrain from issuing direct bills below that amount. Future Board approved adjustments to the SGMA fee would also be applied to the \$50 threshold. **(Report – Catherine Hansford, Hansford Economic Consulting)**

Requested Action: Adopt Resolution No. 2026-05 establishing a minimum fee amount of \$50 for direct billing of the SGMA fee.

4.3 *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 No. 2025-01) on June 26, 2025. The Board also approved an amendment to the budget of \$1,000,000 at the August 27, 2026 special meeting to reflect an increase in DWR SGM Round 2 Grant revenue and associated project expenditures. This request is to authorize a further, final adjustment to the FY 2025-26 budget to align with the actual expenditures from the grant funds in an amount determined by the County Auditor's office. This final adjustment is estimated to be between \$150,000 and \$300,000 and will be covered by existing grant revenues in the Agency's designated fund. The final adjustment is for accounting purposes and will have no effect on the fee setting budget or the SGMA regulatory fee. **(Report – Joshua Horowitz, GSA Legal Counsel)**

Requested Action: Authorize the Interim GSA Program Manager to determine, in consultation with County Auditor's staff, the final budget adjustment required to balance the Fiscal Year 2025-26 budget Amendment and to report back on that final adjustment amount at the next board meeting. The Board will be asked to adopt a resolution at its next meeting authorizing the final adjustment amount to ensure that it is appropriately documented.

4.4 *Consideration of Professional Services Agreement No. 2026-05 with Davids Engineering for Wyandotte Creek Groundwater Sustainability Agency Ongoing SGMA Implementation Support Services

The Sustainable Groundwater Management Act (SGMA) requires the Wyandotte Creek Groundwater Sustainability Agency to carry out its Groundwater Sustainability Plan year after year, including annual reports to the Department of Water Resources, groundwater monitoring and data management, periodic evaluations, and the day-to-day operations of the agency. For the past several years, much of this work has been supported by DWR grant funding, which is now concluding, so Wyandotte Creek GSA is moving to an agency-funded model. To support that transition, Wyandotte Creek GSA issued RFP #26-01 for ongoing SGMA implementation support services, and following a competitive selection process, Davids Engineering was selected. The proposed agreement is a master contract, with specific work authorized through individual task orders. **(Report - Christina Buck, Asst. Director Butte County Water and Resource Conservation)**

Requested Action: Approve the Professional Services Agreement with Davids Engineering, authorize the Board Chair to execute the agreement, and authorize the Program Manager to execute task orders that are funded and consistent with the Board-adopted annual budget for the applicable fiscal year, including any adopted adjustments and amendments.

5. Reports and Correspondence

5.1 Program Manager and Management Committee Update (Verbal Report)

5.2 *Butte County Public Health Department Quarterly Well Permit Summary. (Information Only)

5.3 *Correspondence (Information Only)

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 will be scheduled in December 2026 as determined by the Board.

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 Agenda Transmittal

Subject: Establish Minimum Fee Amount for Direct Billing of the SGMA Fee

Contact: Catherine Hansford

Meeting Date: October 15, 2026 **Regular Agenda:** 4.2

Summary

Most Sustainable Groundwater Management Act (SGMA) fees are collected through the Butte County property tax roll. For properties or entities that do not receive a property tax bill, the Program Manager may issue a direct bill. In some cases, the administrative cost of issuing and collecting a direct bill may exceed the amount of revenue collected.

Resolution No. 2026-05 would establish a minimum fee amount of \$50 for direct billing and authorize the Program Manager, or the Board's designee, to refrain from issuing direct bills below that amount. Future Board approved adjustments to the SGMA fee would also be applied to the \$50 threshold.

Requested Action: Adopt Resolution No. 2026-05 establishing a minimum fee amount of \$50 for direct billing of the SGMA fee.

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

RESOLUTION NO. 2026-05

ESTABLISHING A THRESHOLD FOR MINIMUM TOTAL BILLS TO BE ISSUED THROUGH THE DIRECT BILLING OF THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT FEE

WHEREAS, the Sustainable Groundwater Management Act (SGMA) of 2014 provides groundwater sustainability agencies (GSAs) with the authority to impose and collect fees on all applicable properties to fund regulatory activities within the GSAs' jurisdictional boundaries;

WHEREAS, the Wyandotte Creek GSA is the exclusive GSA over the Wyandotte Creek Subbasin and developed a Groundwater Sustainability Plan (GSP) covering the entire basin, which the Department of Water Resources approved on July 27, 2023;

WHEREAS, the Board of Directors of the Wyandotte Creek GSA approved a SGMA regulatory fee on May 21, 2026 as authorized by Water Code section 10730 to fund the costs of the GSA's groundwater sustainability program;

WHEREAS, the majority of the SGMA fees are collected by the Auditor-Controller of the County of Butte and included in property tax bills;

WHEREAS, the Program Manager of the Wyandotte Creek GSA is authorized to issue and collect direct bills of the SGMA fee for entities that do not receive a tax bill;

WHEREAS, the cost of collecting certain direct bills exceeds the revenue generated from those direct bills; and

WHEREAS, Wyandotte Creek GSA staff has determined that it costs approximately \$50.00 to generate each hand bill and therefore billing for fees totaling less than that amount would result in a net loss of revenue to the GSA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wyandotte Creek Groundwater Sustainability Agency as follows:

1. The Program Manager of the Wyandotte Creek GSA, or their designee, is hereby authorized and directed to not issue direct bills of the SGMA fee where the total bill would be less than \$50.00.
2. Any Board of Directors' adopted fee adjustment that increases the SGMA fee in subsequent years shall be applied to the direct bill total fee threshold of \$50.00 by an equal percentage or amount and hand bills in those future years of less than the escalated amount would not be issued to avoid a loss of revenue.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY this 15th day of October 2026 by the following vote:

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, consisting of 2 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the Wyandotte Creek Subbasin Groundwater Sustainability Agency, passed at the meeting of the Board of Directors held on October 15, 2026, at the City of Oroville City Council Chambers, 1735 Montgomery St, Oroville, CA 95965.

IN WITNESS WHEREOF, we have signed this certificate this 15th day of October 2026, at Oroville, California.

_____ Bill Connelly, Chair of the Board of Directors

_____ Kamala Loeser, Secretary



Wyandotte Creek Groundwater Sustainability Agency Agenda Transmittal

Subject: Final Adjustment to Fiscal Year 2025-2026 Budget Total

Contact: Legal Counsel

Phone:

Meeting Date: October 15, 2026

Regular Agenda: 4.3

Summary

The Wyandotte Creek Groundwater Sustainability Agency Fiscal Year 2025-2026 Budget currently is showing a small remaining deficit after the Board approved the previous \$1,000,000.00 budget adjustment at its August 27, 2026 special meeting. To close out the 2025-2026 fiscal year, the Board needs to approve a final appropriation from the Agency's designated fund to bring the past year's budget into balance. Sufficient funds for this purpose exist in the Agency fund held by Butte County. The funds that would be used to close the deficit are grant funds received but not accounted for in the original budget. The Interim Program Manager now is seeking the Board's authorization to make a final adjustment to the FY 2025-26 budget to align the amount the Board originally appropriated with the actual amount spent with all grant funding and project expenditures accounted for. This action would not result in any new expenditures or programs and does not require use of reserves or affect the fee setting budget or Sustainable Groundwater Management Act (SGMA) regulatory fee. As noted, approval of this request will simply designate existing grant funds as spent in the appropriate fiscal year for accounting and audit purposes. The range of the final budget adjustment to keep the budget balanced is estimated to \$150,000 to \$300,000. Once staff determines the final amount in coordination with the County Auditor, the Interim Program Manager will report back to the Board on the final number.

Note that the proposed action is based on the recommendation for closing the FY 2025-2026 budget deficit made by the Butte County Auditor's staff. This adjustment is also necessary to ensure that all invoices for work in the FY 2025-2026 budget year submitted to the County Auditor can be paid.

Requested Board Action

Authorize the Interim Program Manager to work with the County Auditor's staff to determine the final amount of the Fiscal Year 2025-2026 budget adjustment necessary to balance that budget and to report back to the Board on the amount of the final adjustment.



Wyandotte Creek Groundwater Sustainability Agency Agenda Transmittal

Subject: Consideration of Professional Services Agreement No. 2026-05 with Davids Engineering for Wyandotte Creek Groundwater Sustainability Agency Ongoing SGMA Implementation Support Services

Contact: Christina Buck

Phone: 530.552.3595

Meeting Date: October 14, 2026

Regular Agenda: 4.4

SUMMARY

The Sustainable Groundwater Management Act (SGMA) requires the Wyandotte Creek Groundwater Sustainability Agency to carry out its Groundwater Sustainability Plan year after year, including annual reports to the Department of Water Resources, groundwater monitoring and data management, periodic evaluations, and the day-to-day operations of the agency. For the past several years, much of this work has been supported by DWR grant funding, which is now concluding, so Wyandotte Creek GSA is moving to an agency-funded model. To support that transition, Wyandotte Creek GSA issued RFP #26-01 for ongoing SGMA implementation support services, and following a competitive selection process, Davids Engineering was selected. The proposed agreement is a master contract, with specific work authorized through individual task orders.

Requested Action: Approve the Professional Services Agreement with Davids Engineering, authorize the Board Chair to execute the agreement, and authorize the Program Manager to execute task orders that are funded and consistent with the Board-adopted annual budget for the applicable fiscal year, including any adopted adjustments and amendments.



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

MEMORANDUM

To: Wyandotte Creek GSA Board of Directors

From: Dillon McGregor

Date: October 15, 2026

Subject: Consideration of Professional Services Agreement No. 2026-05 with Davids Engineering for Wyandotte Creek Groundwater Sustainability Agency Ongoing SGMA Implementation Support Services

Background

The Sustainable Groundwater Management Act (SGMA) requires the Wyandotte Creek Groundwater Sustainability Agency (Wyandotte Creek GSA) to implement its Groundwater Sustainability Plan (GSP), adopted in December 2021 and approved by DWR in July 2023. Implementation activities include the preparation of annual reports that are submitted to the Department of Water Resources (DWR), groundwater and surface water monitoring, and preparation of the five-year periodic evaluation of the GSP. In addition to ensuring SGMA compliance, there are ongoing day-to-day GSA operation activities including coordination of the Board of Directors, management of the stakeholder advisory committee, budget tracking, fee administration, public meeting support, and grant management.

Since its adoption, GSP implementation has been supported by approximately \$5.5 million in DWR Sustainable Groundwater Management Grant Program funding. These funds paid for projects that focused on filling data gaps, creating a data management system, monitoring improvements, modeling tools, outreach, feasibility studies, as well as the first

five-year periodic evaluation with submission to DWR by the compliance deadline in January 2027. That grant funding concluding in March 2026.

In 2026, Wyandotte Creek GSA adopted an updated fee structure to fund its ongoing operations. Therefore, future SGMA compliance work is expected to be paid for primarily for local agency fees and conducted through professional services contracts.

The Request for Proposals

To assist the GSA Program Manager and Management Committee with ongoing SGMA compliance activities, Wyandotte Creek GSA issued a Request for Proposals (RFP) #26-01 for Ongoing SGMA Implementation Support Services. The RFP was issued on May 15, 2026, and proposals were due July 31, 2026. The RFP sought a single, integrated consultant team, led by a prime consultant, to support the full range of ongoing SGMA and agency operations work, as needed. Specific work would be authorized through task orders during the contract term rather than as one fixed project.

The RFP described a variety of services that the GSA anticipates may be required over the length of the contract. Services include, but are not limited to:

- Project management and technical leadership, including a designated Project Manager and Technical Lead
- SGMA annual reports and five-year periodic evaluations, including follow-up on DWR findings and corrective actions
- Coordination of groundwater and related monitoring, data review and analysis, and maintenance of the groundwater data management system
- Groundwater and surface water modeling
- Budget development support, financial tracking, and County tax roll and direct billing (handbill) fee administration
- Stakeholder outreach and communications support
- Grant procurement and administration
- Coordination with member agencies, partner organizations, and advisory committees

Updates to the RFP process were provided to the Board including when the RFP was released, when it closed, and when proposals were received.

Three firms submitted proposals for consideration by the GSA.

Evaluation and Selection

Historically, the Butte County Department of Water and Resource Conservation has provided technical assistance and support services to the GSA, including the preparation of annual reports and preparation of the GSP and Periodic Evaluation. The Management Committee met with the County's technical team to review the RFP and identify the consultant services that the GSA would need. The Management Committee then established a four-person proposal review selection committee that included the Program Manager and members of the Management Committee.

The selection committee scored each proposal against seven criteria published in the RFP: team structure, key personnel, and capacity (20 percent); understanding of the Wyandotte Creek GSA context and governance (20 percent); firm qualifications and relevant experience (15 percent); project and service delivery management (15 percent); task-level execution, using the annual report as the example (15 percent); cost proposal and rate structure (10 percent); and financial management and reporting (5 percent). Committee members scored independently first, then met to compare scores criterion by criterion. Members also disclosed any direct experience working with the firms and checked for conflicts of interest.

Based on the written evaluation, the selection committee advanced all three firms to interviews. Reference checks were also conducted to verify relevant experience and past performance. A three-person interview panel interviewed the firms on September 16, 2026. The interview panel consisted of three of the four selection committee members.

Following the interviews, the interview panel selected Davids Engineering, based in Chico, California. As the RFP provides, final selection and contract award are subject to Board approval.

Proposed Agreement

The agreement is Wyandotte Creek GSA's standard professional services agreement, with a Scope of Work and fee schedule attached as Exhibit A. It runs through February 15, 2032, which is just beyond the submission deadline of the next five-year periodic evaluation. Key terms:

- Work is authorized through individual task orders. Each states its own scope, deliverables, schedule, and not-to-exceed price. No work can begin, and no payment is due, until a task order is signed.
- Davids Engineering is paid at the hourly rates in its fee schedule. Rates are set by calendar year and may increase by no more than 5 percent annually. A proposed rate schedule for the coming year is due each December 15 so the Wyandotte Creek GSA can account for it in budget development. Reimbursable expenses are paid at cost.
- Brandon Ertis is named as Project Manager and Jeff Davids as Technical Lead. The Project Manager is subject to Management Committee approval, and neither can be replaced without the Wyandotte Creek GSA's approval.
- Davids Engineering must develop and carry out a transition and onboarding plan at the start of the contract. The scope, budget, and schedule for that work will be set by the first task order.

Task Order Authority

Task orders will come up throughout the year, and the Board meets monthly. Because the Board already approves funding for specific compliance activities and agency operations through the annual budget, staff is asking the Board to authorize the Program Manager to sign task orders that have a scope of work and not-to-exceed amounts that are consistent with the adopted budget, including adopted adjustments and amendments. A task order for

a scope of work that is not funded in the budget would be brought to the Board for approval and signature.

Fiscal Impact

The agreement does not set a total dollar amount. A not-to-exceed amount for each task order will be specified. Because the Program Manager's authority is limited to budgeted work, total spending stays tied to what the Board approves each year through the budget process.

Requested Board Action

Approve the Professional Services Agreement with Davids Engineering, authorize the Board Chair to sign the Agreement, and authorize the Program Manager to execute task orders that are funded in the Board-adopted annual budget for the applicable fiscal year, including any adopted adjustments and amendments.

Attachments

- Professional Services Agreement with Davids Engineering, including Exhibit A (Scope of Work and Fee Schedule)

**WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT
No. 2026-03**

This Agreement is entered into as of the date last signed and dated below by and between the Wyandotte Creek Groundwater Sustainability Agency, a local government agency (“Agency”), and Davids Engineering, Inc., a California corporation (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the professional services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, professional 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.

There shall be no compensation for extra or additional work or professional 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 Term

3.1 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.

3.2 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 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 similar payments relating to Contractor’s claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. 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.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Brandon Ertis, serving as Project Manager, and Jeff Davids, serving as Technical Lead. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's professional 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 Contractor Records

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

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Work Products

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).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the 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.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the 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.

8.3 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. As owner of the Confidential Material, the Agency shall be the party deciding whether the material is disclosed; the Contractor may not disclose Agency material without prior Agency authorization.

8.4 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.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

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

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 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 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “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 9.2 applies only to workers performing the “maintenance” work.

9.2.2 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.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor and/or any subconsultants must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code. In such cases, Contractor and/or any subconsultant performing work requiring registration shall provide their DIR Public Works Contractor registration number before commencing any portion of such work.

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor and/or any subconsultants must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code. In such cases, Contractor and/or any subconsultant performing work requiring registration shall provide their DIR Public Works Contractor registration number before commencing any portion of such work.

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

10 Indemnification.

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

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

Type	Limits	Scope
------	--------	-------

Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name 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.

11.2 **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.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to 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.

12.3 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 11 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 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by 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.

12.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal 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.

12.8 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Wyandotte Creek Groundwater Sustainability Agency
Attn: Becky Anderson-Fairbanks
E-mail: RFairbanks@buttecounty.ca.gov

Contractor:

Davids Engineering, Inc.
Attn: Brandon Ertis
E-mail: brandon@davidsengineering.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Wyandotte Creek Groundwater Sustainability Agency:

Dated: _____

By: _____
Bill Connelly
GSA Board Chair

Davids Engineering, Inc.

Dated: _____

By: _____
John B. Davids, P.E., President

Reviewed for Contract Policy Compliance Approved as to Form

Dated: _____

By: _____
Kamie Loeser, GSA Management Committee Member

Dated: _____

By: _____

Joshua Horowitz, GSA Legal Counsel

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE

Contractor shall provide ongoing technical, regulatory, operational, and administrative support services necessary to support implementation of SGMA and the effective operation of the Wyandotte Creek Groundwater Sustainability Agency. This Agreement establishes a long-term professional services relationship to support recurring, periodic, and as-needed professional services over the term of the Agreement, rather than a single, fixed project. Specific tasks, priorities, schedules, and levels of effort shall be established by the Agency through Task Orders during the term of this Agreement.

Duties and Obligations of Contractor

Contractor shall provide the professional services described below, as authorized through individual Task Orders issued during the term of this Agreement.

Project Management and Technical Leadership

Contractor shall designate Brandon Ertis as the Project Manager to serve as the Agency's primary point of contact, responsible for overall coordination of professional services, management of Contractor and subconsultant staff, coordination of Task Orders with the Agency's Program Manager, tracking of schedules and deliverables, and proactive communication of issues and risks. The designated Project Manager shall be subject to approval by the Agency's Management Committee and shall not be replaced without the Agency's prior written approval, except in circumstances beyond Contractor's control. Any proposed replacement shall be of equal or greater qualifications and experience.

Contractor shall designate Jeff Davids as the Technical Lead, who has expertise in groundwater management and SGMA implementation, and shall be available to respond to technical questions and present information to the Program Manager, Management Committee, Board of Directors, advisory committees, and the public.

Prior to or concurrent with the initiation of professional services, Contractor shall develop and implement a structured transition and onboarding plan to ensure continuity of ongoing SGMA obligations and efficient assumption of responsibilities. The plan shall include a review of existing data systems, active monitoring programs, ongoing compliance obligations, and relevant institutional history. Contractor shall lead this process and coordinate with any incumbent consultants or existing service providers, where applicable, to facilitate a smooth transfer of data, documentation, and ongoing work responsibilities. The Agency will provide reasonable support and access to existing materials to facilitate a successful transition. The specific scope, budget and schedule of this work will be established by Task Order.

GSA Governance and Operations

Through this agreement and over the term of the contract, Contractor may support the effective functioning of the Agency, including:

- Budget development and financial tracking, including expenditure monitoring and preparation of financial summaries
- County Tax Roll and direct billing (handbill) fee administration
- Administrative and compliance support, including tracking of regulatory deadlines and coordination with member agencies and stakeholders

- Other operational support services as needed and as specified through executed Task Orders

SGMA Monitoring and Sustainable Groundwater Management

Contractor shall provide technical and regulatory professional services to support SGMA compliance and implementation of the Wyandotte Creek Subbasin GSP. Specific tasks may include:

- Preparation, coordination, submittal, and presentation of SGMA Annual Reports, including compilation, analysis, and interpretation of groundwater level, groundwater quality, and surface water monitoring data
- Preparation, coordination, submittal, and presentation of the required five-year Periodic Evaluation, including support for review of and response to findings from the first Periodic Evaluation and coordination of any required corrective actions or follow-up submittals as directed by DWR
- Groundwater and related monitoring, including coordination of monitoring programs and data review
- Surface water and groundwater modeling
- Maintenance and support of the Agency's groundwater-related data management system
- Stakeholder outreach and communications support, including preparation and coordination of outreach materials such as informational materials, website content, email communications, and social media content, and support for public workshops and stakeholder meetings, consistent with the communication and engagement strategies identified in the GSP
- Other technical and regulatory support as SGMA guidance or requirements evolve and as specified through executed Task Orders

Grant Procurement and Grant Administration Support

Contractor shall support or lead, as directed by the Agency and as specified in Task Orders, the identification and pursuit of grant funding opportunities, including preparation of applications, grant administration, reporting, and closeout, and shall proactively communicate grant deadlines and compliance obligations.

Coordination with Member Agencies and Partner Organizations

Contractor shall coordinate with the Management Committee, Board of Directors, advisory committees, Butte County, and other partner agencies as appropriate.

Flexibility of Services

The scope of professional services described above is intentionally broad to allow the Agency flexibility to respond to evolving SGMA requirements, funding conditions, and local priorities. The level of effort and specific professional services provided may vary over time based on Agency direction, regulatory requirements, and available funding, and may include tasks not explicitly identified above but reasonably necessary to support SGMA compliance and Agency operations.

Task Orders

As the need for professional services arises, the Agency shall issue a written Task Order to Contractor authorizing the specific work to be performed. Each Task Order shall identify the scope of professional services, budget, expected deliverables, project schedule, and the Agency's designated Program Manager

for that Task Order. A Task Order shall be of no force or effect until signed by both parties, and no work shall commence, and no compensation shall be due, until a Task Order has been fully executed.

General Assumptions

- This Scope of Work is intended to be broad enough to cover foreseeable SGMA compliance and GSA operational needs through the term of this Agreement, which shall expire on February 15, 2032, unless sooner terminated or extended by written amendment.
- Contractor shall provide comprehensive professional services consistent with this Scope of Work.
- Professional services not explicitly listed but reasonably necessary to support SGMA compliance and effective GSA operations may be required.
- Specific tasks, priorities, and levels of effort will be established by the Agency through Task Orders during the term of this Agreement.
- The Agency shall provide timely notification, data, documentation, and review necessary for Contractor to perform the Work.
- Input, review, or assistance provided by the Agency or its member agencies shall not relieve Contractor of responsibility for delivering the professional services described in this Scope of Work.

Compensation

This Agreement does not establish an aggregate not-to-exceed amount for all Task Orders combined. Instead, each Task Order shall specify its own not-to-exceed price, established through negotiation between the Agency and Contractor at the time the Task Order is issued. The total amount payable by the Agency under this Agreement shall be the cumulative total of all executed Task Orders.

Agency shall pay to Contractor a fee based on Contractor's time and expenses necessarily and actually expended or incurred on the Work. Contractor shall be compensated for hours worked at the rates specified in Contractor's Fee Schedule, attached hereto. Rates shall be established on a calendar year basis (January 1 through December 30). Contractor may adjust rates once annually by no more than five percent (5%), and shall provide the Agency with a proposed rate schedule for the upcoming calendar year no later than December 15 of each year, to allow the Agency to incorporate the adjustment into its annual budget development process.

Contractor shall submit fully itemized invoices monthly, identifying the applicable Task Order number, dates of service, hours worked by staff level, a description of work performed, and any reimbursable expenses with supporting documentation. Reimbursable expenses shall be reimbursed at cost. No Task Order shall exceed its stated not-to-exceed price unless amended in writing by both parties.

Schedule

The period of performance for each Task Order shall be as specified therein.

Fee Schedule

2026 Rate Schedule

Labor Rates (Effective January 1, 2026)

Labor Classification	Hourly Rate ¹	Labor Classification	Hourly Rate ¹
Engineering Team		Technical Team	
Senior Principal Engineer	\$280	Supervising Technician	\$187
Principal Engineer	\$267	Senior Technician	\$171
Supervising Engineer	\$244	Associate Technician II	\$163
Senior Engineer	\$223	Associate Technician I	\$155
Associate Engineer II	\$213	Staff Technician II	\$144
Associate Engineer I	\$202	Staff Technician I	\$134
Staff Engineer II	\$188	Assistant Technician II	\$114
Staff Engineer I	\$175	Assistant Technician I	\$99
Assistant Engineer II	\$149	Intern Team	
Assistant Engineer I	\$130	Intern II	\$85
Specialist Team ²		Intern I	\$59
Supervising Specialist	\$220	Client Intern ³	\$39
Senior Specialist	\$201	Support Team	
Associate Specialist II	\$192	Senior Project Manager	\$205
Associate Specialist I	\$182	Communications Specialist	\$180
Staff Specialist II	\$169	Senior Project Assistant	\$154
Staff Specialist I	\$158	Associate Project Assistant	\$140
Assistant Specialist II	\$134	Staff Project Assistant	\$121
Assistant Specialist I	\$117	Other	
		Expert Witness	Market Rate ⁴
		Strategic Advisor	Market Rate ⁴
		Professional Land Surveying	Cost + 15%

Notes:

¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.

² Specialist Team includes, but is not limited to Data Scientists, Hydrologists/Hydrogeologists, etc.

³ DE team member working under direct client supervision.

⁴ Market rates subject to negotiation.



Water



Infrastructure



Technology

2026 Rate Schedule

Vehicle, Equipment, and Material Rates (Effective January 1, 2026)

Item	Rate ¹
Current IRS Mileage (\$ / mile)	\$0.725
Field Vehicle (4 x 4) (\$ / mile) ⁵	\$1.400
Meals (\$ / person / day) ⁶	\$68
Hotel (\$ / person / day) ⁷	\$150
Salinity Sensor (\$ / day)	\$35
Telemetered Data Logger (\$ / month)	\$75
Pressure Transducer (\$ / month)	\$105
Telemetered Water Level Sensor (\$ / month)	\$155
Portable Transit Time Flowmeter (\$ / day)	\$105
Time Series Data Management Software (\$ / site / month)	\$155
SonTek FlowTracker (ADV) (\$ / day)	\$130
EMLID Real Time Kinematic (RTK) Survey (\$ / day)	\$260
SonTek RiverSurveyor with RTK GPS (\$ / day)	\$335
SonTek RiverSurveyor with Remote Control (\$ / day)	\$560
Motor Boat 18 ft. with Jet Engine (\$ / day)	\$615
TechnoFlo Mag Meter (\$ / month)	\$560
UTV (\$ / day)	\$620
UTV with Tracks (\$ / day)	\$725
Day Rental: Field Trailer	\$150
Telemetered Hydroacoustic Flowmeter (\$ / month)	\$830
Telemetered Image Velocimetry (\$ / site / month)	\$450
Monitoring Equipment and Materials (\$ / item)	Unit Costs

Notes:

¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.

⁵ Full set of power tools, ladders, shovels, rakes, and other equipment for field visits.

⁶ Meals charged at actual cost, not to exceed U.S. GSA M&IE Standard Rate Total.

⁷ Daily lodging charged at actual cost, not to exceed U.S. Daily Lodging Rate for Sacramento County.



Water



Infrastructure



Technology

Butte County Public Health Department
Environmental Health Division

Well Permit Summary

Quarter 3 (April 1 – June 30) of Water Year 2026

Table of Contents

Definitions.....	3
Cumulative Well Permit Data.....	4
Small Diameter Well Permit Data - Issued.....	5
Small Diameter Well Permit Data - Finaled	6
Large Diameter Well Permit Data - Issued.....	7
Large Diameter Well Permit Data – Finaled	8
Well Repair and Deepening Data.....	8
Well Destruction Data – Small Diameter Wells	10
Well Destruction Data – Large Diameter Wells	11
Dry Well Data	12
Executive Order N-7-22 Data	13

Definitions

Permits Issued – Number of new water well permits issued as new construction. This excludes repairs, destructions, abandonments.

Permits Finaled – Number of water well permits that have been finaled (i.e. final construction completed and well is operational). This excludes repairs, destructions, abandonments.

Small Diameter Wells - A well with an eight-inch or smaller diameter well casing.

Large Diameter Wells - A well with larger than eight-inch diameter well casing.

Repair – Well repair; this includes but is not limited to casing replacement, re-lining or perforation.

Deepening – Well deepening; increasing the depth of an existing well.

Well Destruction – Well is destroyed (sealed off) by an approved method.

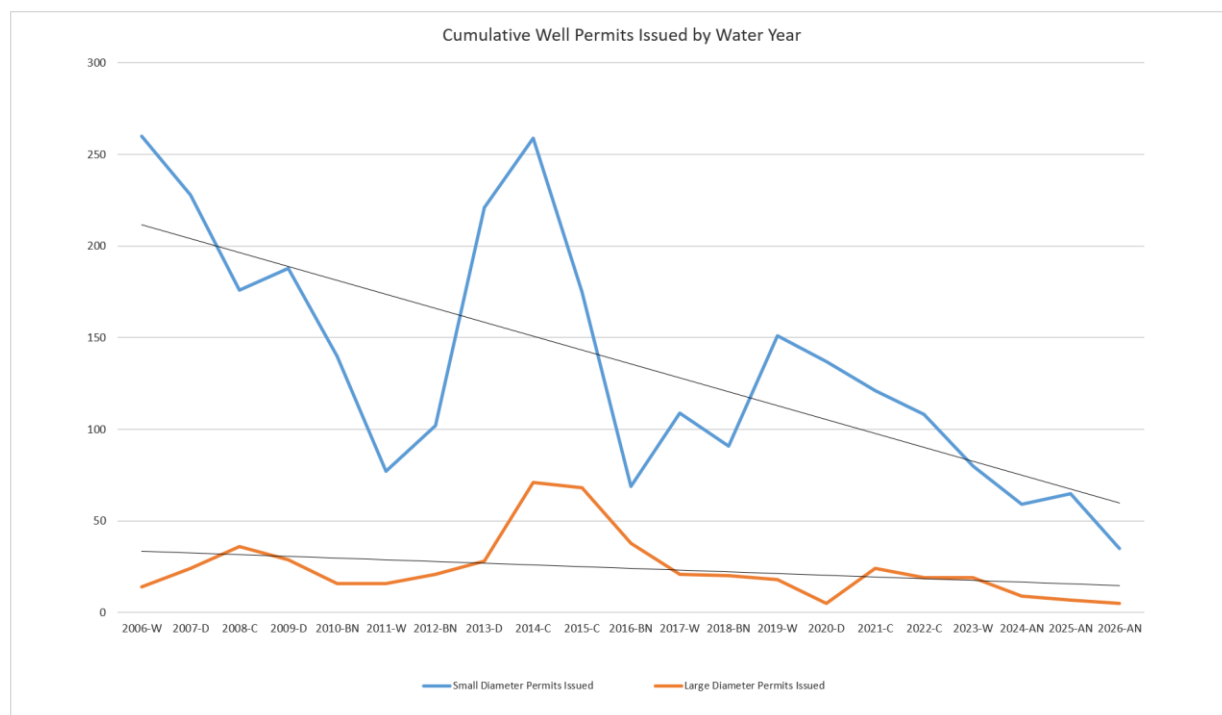
Dry Well – Well that is no longer producing water or has reduced production to a point where it can no longer sustain a residence (< 1 gpm).

Water Year - A water year is a 12-month period that extends from October 1st to September 30th. Water year can be classified into Wet (W), Above Normal (AN), Below Normal (BN), Dry (D) or Critical (C).

Executive Order N-7-22 – Effective March 28, 2022 and impacting permits that have not been issued to date. Implements increased drought response and established requirements for water well permit reviews to include Groundwater Sustainability Agencies (GSAs) and ground water impact considerations prior to permit issuance.

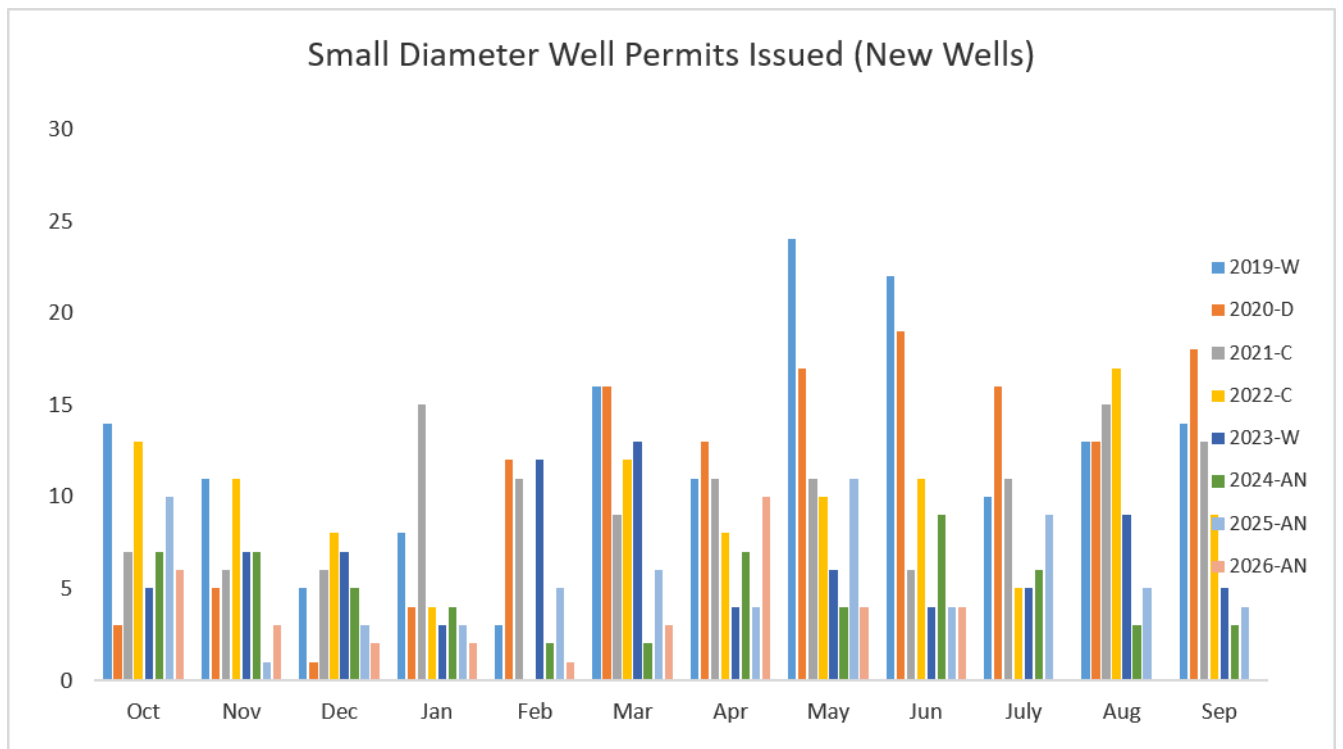
Cumulative Well Permit Data

Cumulative (WY) Well Permits Issued		
Water Year	Small Diameter Permits Issued	Large Diameter Permits Issued
2006-W	260	14
2007-D	228	24
2008-C	176	36
2009-D	188	29
2010-BN	140	16
2011-W	77	16
2012-BN	102	21
2013-D	221	28
2014-C	259	71
2015-C	175	68
2016-BN	69	38
2017-W	109	21
2018-BN	91	20
2019-W	151	18
2020-D	137	5
2021-C	121	24
2022-C	108	19
2023-W	80	19
2024-AN	59	9
2025-AN	65	7
2026-AN	35	5



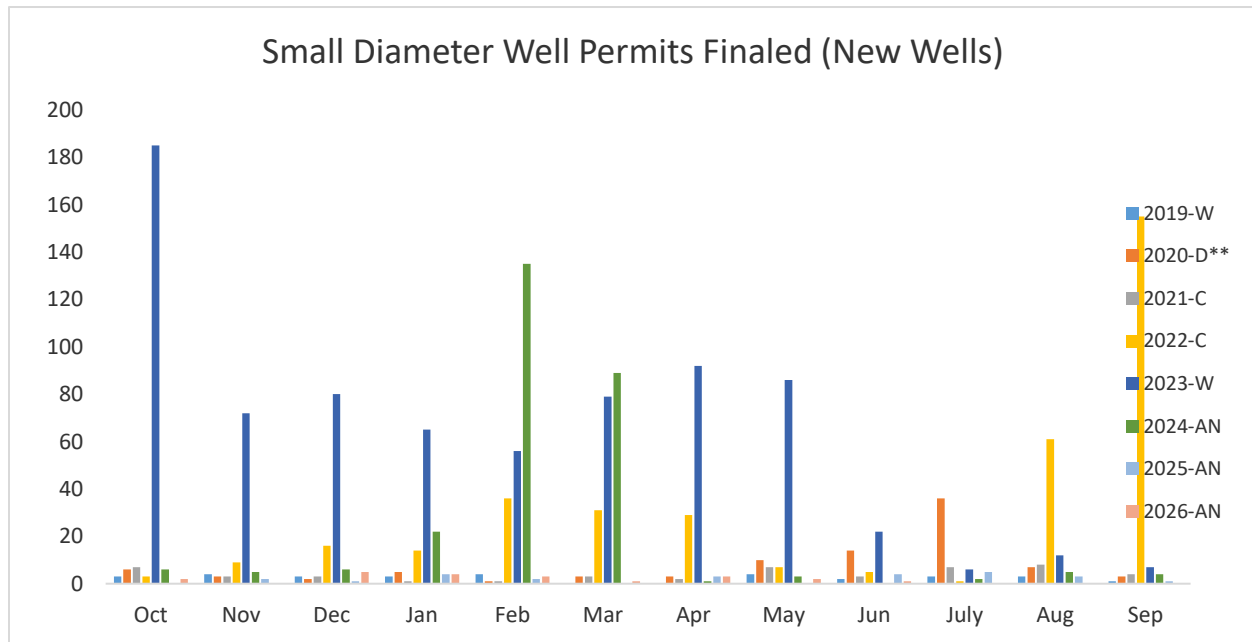
Small Diameter Well Permit Data - Issued

Water Year	Small Diameter Well Permits Issued (New Wells)												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2015-C	18	7	6	15	11	22	27	15	13	18	17	6	175
2016-BN	4	5	7	6	8	17	9	12	16	14	12	3	113
2017-W	7	7	5	2	8	19	19	17	17	5	2	1	109
2018-BN	6	3	2	3	6	4	10	13	12	10	13	9	91
2019-W	14	11	5	8	3	16	11	24	22	10	13	14	151
2020-D	3	5	1	4	12	16	13	17	19	16	13	18	137
2021-C	7	6	6	15	11	9	11	11	6	11	15	13	121
2022-C	13	11	8	4	0	12	8	10	11	5	17	9	108
2023-W	5	7	7	3	12	13	4	6	4	5	9	5	80
2024-AN	7	7	5	4	2	2	7	4	9	6	3	3	59
2025-AN	10	1	3	3	5	6	4	11	4	9	5	4	65
2026-AN	6	3	2	2	1	3	10	4	4				35



Small Diameter Well Permit Data - Finaled

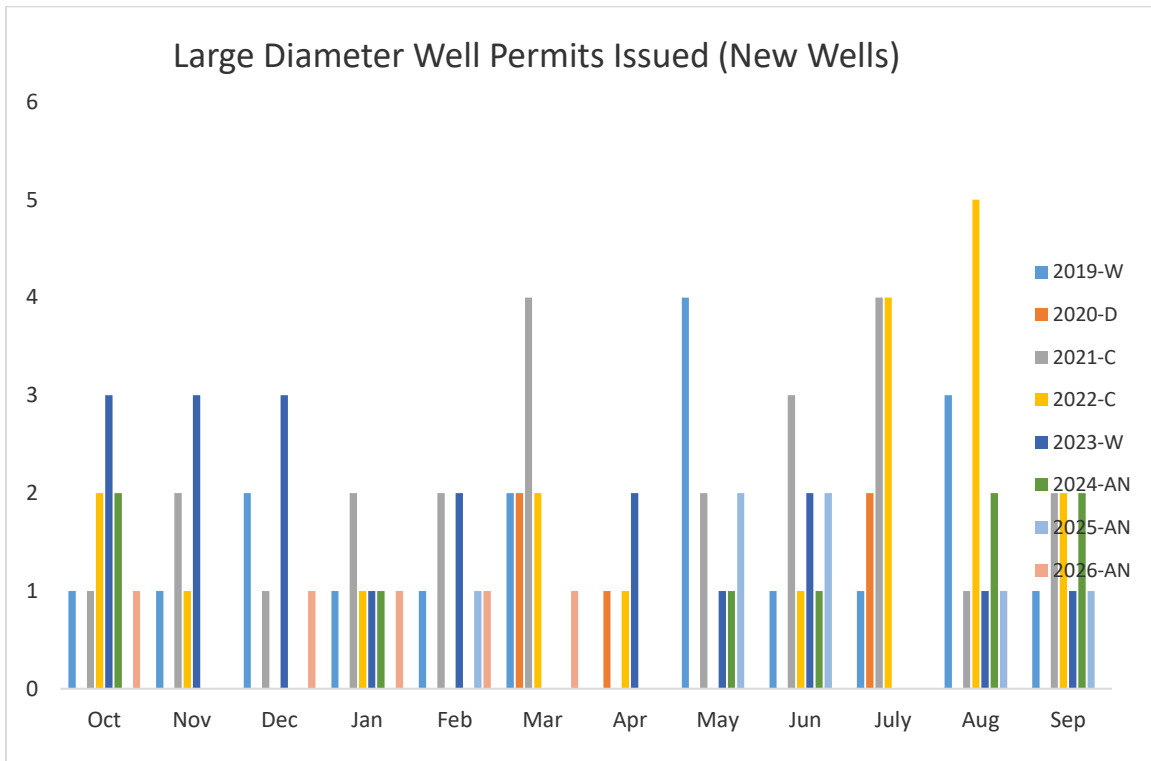
Water Year	Small Diameter Well Permits Finaled (New Wells)												Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	
2016-BN	7	4	3	4	3	1	1	4	5	1	3	0	36
2017-W	3	2	2	3	3	3	1	1	1	0	5	0	24
2018-BN	1	4	3	1	1	4	2	4	6	1	5	3	35
2019-W	3	4	3	3	4	0	0	4	2	3	3	1	30
2020-D**	6	3	2	5	1	3	3	10	14	36	7	3	93
2021-C	7	3	3	1	1	3	2	7	3	7	8	4	49
2022-C	3	9	16	14	36	31	29	7	5	1	61	155	367
2023-W	185	72	80	65	56	79	92	86	22	6	12	7	762
2024-AN	6	5	6	22	135	89	1	3	0	2	5	4	278
2025-AN	0	2	1	4	2	0	3	0	4	5	3	1	25
2026-AN	2	0	5	4	3	1	3	2	1				21



**Water Year 2020 and forward - Implemented improvements to the well permit process and working on backlog status updates. Backlog project completed in 2024.

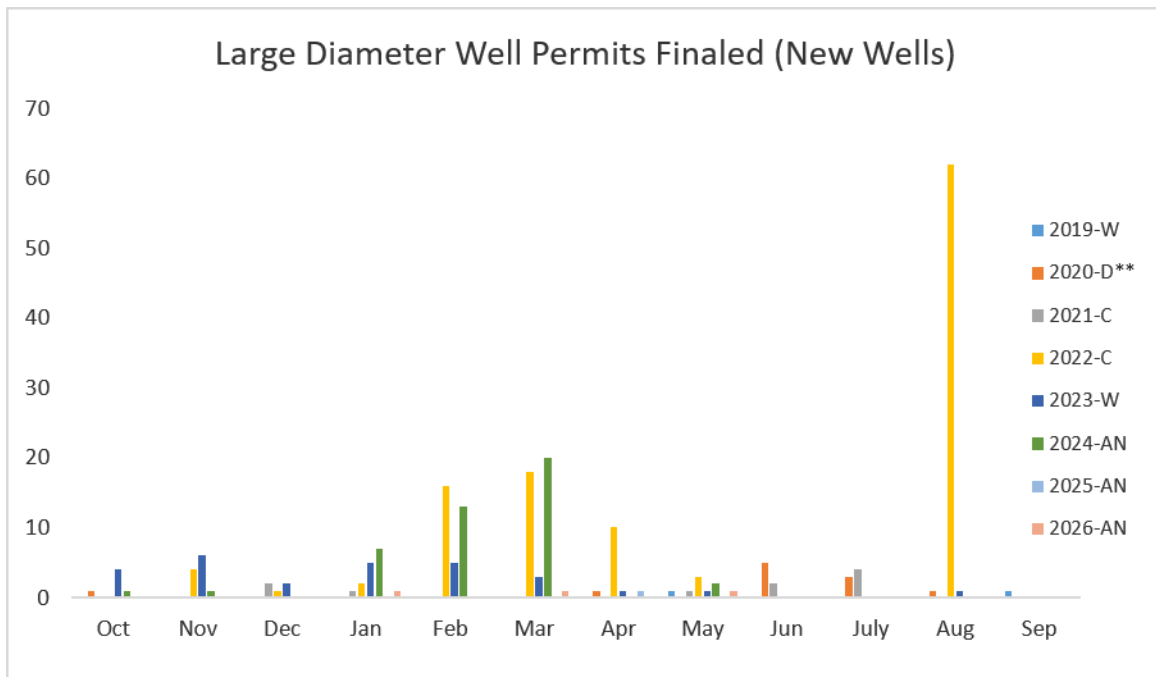
Large Diameter Well Permit Data - Issued

Water Year	Large Diameter Well Permits Issued (New Wells)												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2015-C	5	7	4	1	4	7	6	1	5	14	11	3	68
2016-BN	5	5	5	5	4	2	2	3	1	1	2	3	38
2017-W	1	0	1	2	2	3	3	2	2	0	5	0	21
2018-BN	1	3	0	0	0	3	1	2	1	4	2	3	20
2019-W	1	1	2	1	1	2	0	4	1	1	3	1	18
2020-D	0	0	0	0	0	2	1	0	0	2	0	0	5
2021-C	1	2	1	2	2	4	0	2	3	4	1	2	24
2022-C	2	1	0	1	0	2	1	0	1	4	5	2	19
2023-W	3	3	3	1	2	0	2	1	2	0	1	1	19
2024-AN	2	0	0	1	0	0	0	1	1	0	2	2	9
2025-AN	0	0	0	0	1	0	0	2	2	0	1	1	7
2026-AN	1	0	1	1	1	1	0	0	0				5



Large Diameter Well Permit Data – Finaled

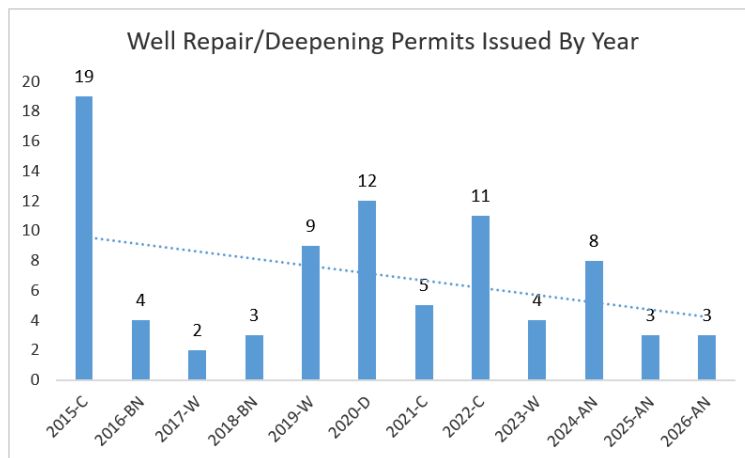
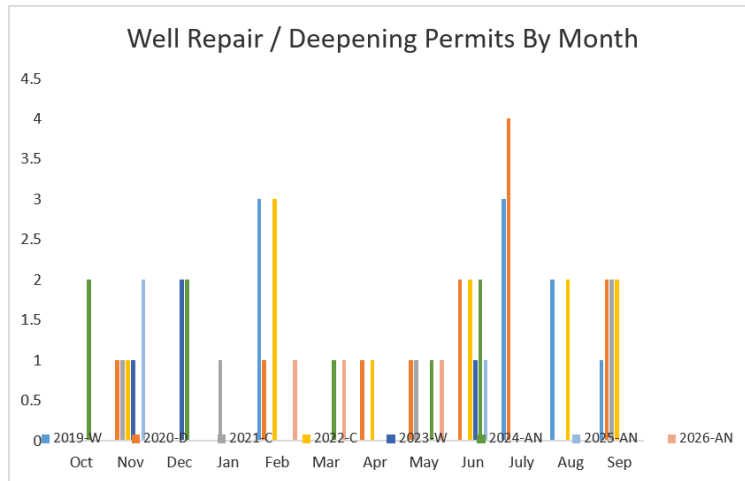
Water Year	Large Diameter Well Permits Finaled (New Wells)												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2016-BN	2	0	0	0	0	0	0	0	1	0	0	0	3
2017-W	0	0	0	0	0	0	0	0	2	0	0	0	2
2018-BN	0	0	0	1	0	0	1	0	1	0	4	0	7
2019-W	0	0	0	0	0	0	0	1	0	0	0	1	2
2020-D**	1	0	0	0	0	0	1	0	5	3	1	0	11
2021-C	0	0	2	1	0	0	0	1	2	4	0	0	10
2022-C	0	4	1	2	16	18	10	3	0	0	62	0	116
2023-W	4	6	2	5	5	3	1	1	0	0	1	0	28
2024-AN	1	1	0	7	13	20	0	2	0	0	0	0	44
2025-AN	0	0	0	0	0	0	1	0	0	0	0	0	1
2026-AN	0	0	0	1	0	1	0	1	0				3



**Water Year 2020 and forward - Implemented improvements to the well permit process and working on backlog status updates. Backlog project completed in 2024.

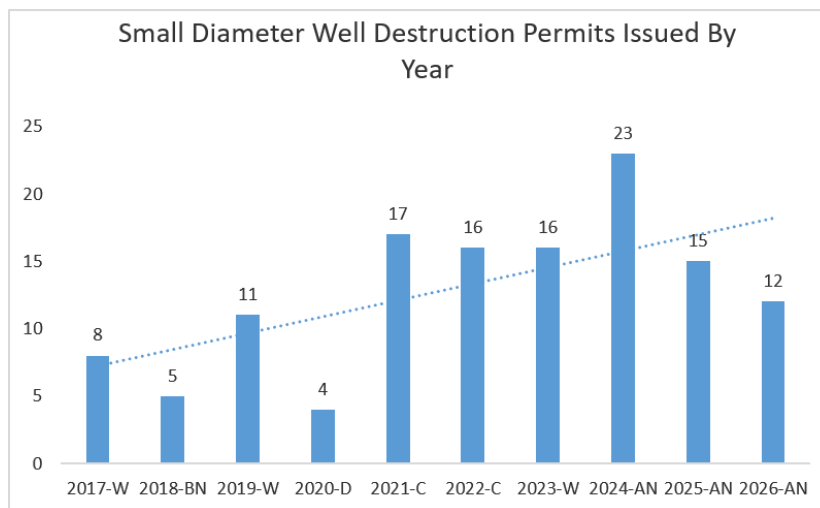
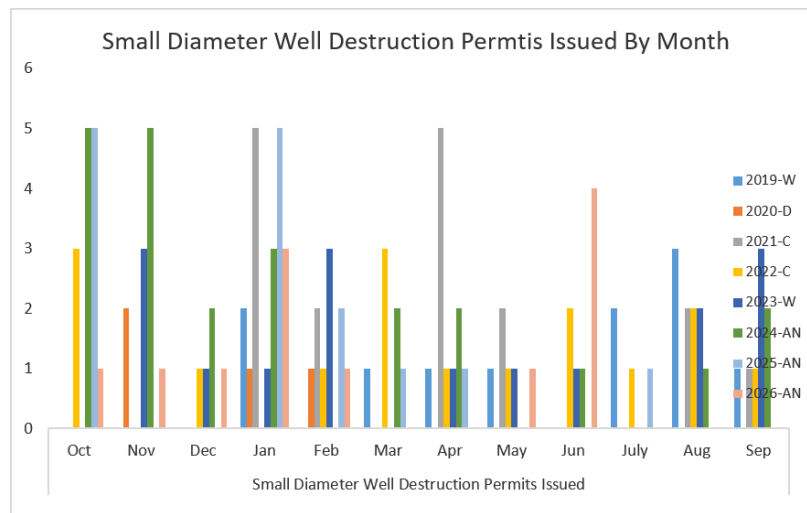
Well Repair and Deepening Data

Water Year	Well Repair/Deepening Permits Issued												Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	
2015-C	1	0	1	0	1	3	2	1	1	3	4	2	19
2016-BN	2	1	0	0	0	0	0	0	0	1	4	1	4
2017-W	0	1	0	0	0	0	0	0	0	0	1	0	2
2018-BN	0	1	0	0	0	0	0	0	0	0	2	0	3
2019-W	0	0	0	0	3	0	0	0	0	3	2	1	9
2020-D	0	1	0	0	1	0	1	1	2	4	0	2	12
2021-C	0	1	0	1	0	0	0	1	0	0	0	2	5
2022-C	0	1	0	0	3	0	1	0	2	0	2	2	11
2023-W	0	1	2	0	0	0	0	0	1	0	0	0	4
2024-AN	2	0	2	0	0	1	0	1	2	0	0	0	8
2025-AN	0	2	0	0	0	0	0	0	1	0	0	0	3
2026-AN	0	0	0	0	1	1	0	1	0				3



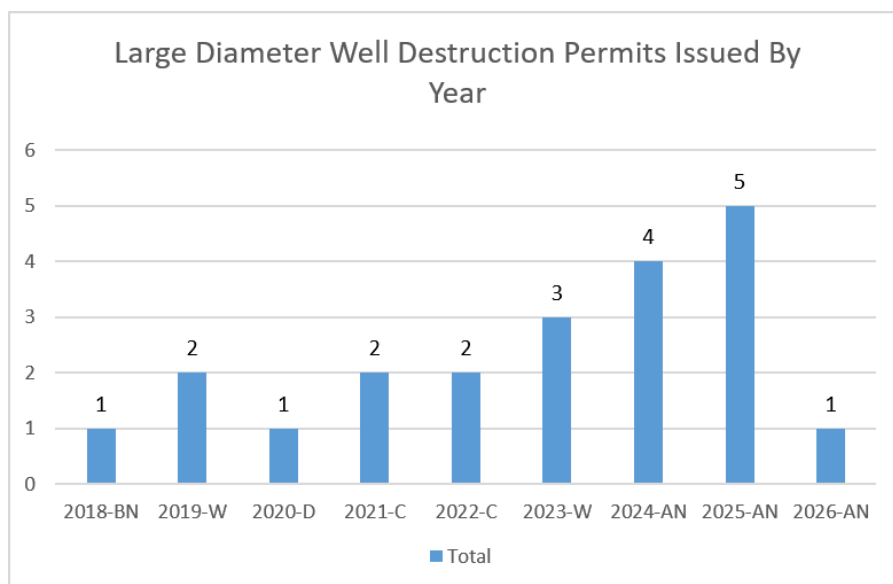
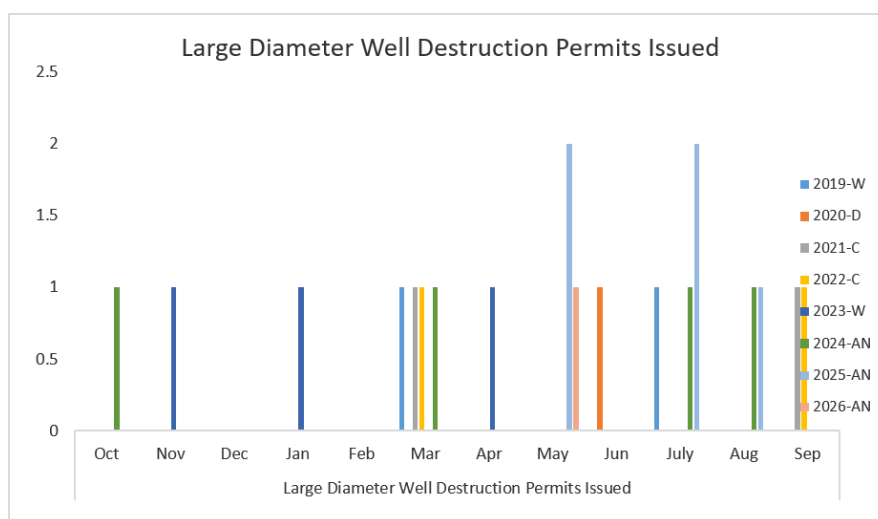
Well Destruction Data – Small Diameter Wells

Water Year	Small Diameter Well Destruction Permits Issued												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2017-W	0	2	0	0	0	0	1	0	0	4	1	0	8
2018-BN	0	0	3	0	0	0	0	0	0	1	1	0	5
2019-W	0	0	0	2	0	1	1	1	1	0	2	3	11
2020-D	0	2	0	1	1	0	0	0	0	0	0	0	4
2021-C	0	0	0	5	2	0	5	2	0	0	0	2	17
2022-C	3	0	1	0	1	3	1	1	1	2	1	2	16
2023-W	0	3	1	1	3	0	1	1	1	1	0	2	16
2024-AN	5	5	2	3	0	2	2	0	1	0	1	2	23
2025-AN	5	0	0	5	2	1	1	0	0	1	0	0	15
2026	1	1	1										3



Well Destruction Data – Large Diameter Wells

Water Year	Large Diameter Well Destruction Permits Issued												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2017-W	1	1	0	0	0	1	0	0	0	0	1	0	4
2018-BN	0	0	0	0	0	0	0	0	0	1	0	0	1
2019-W	0	0	0	0	0	0	1	0	0	1	0	0	2
2020-D	0	0	0	0	0	0	0	0	1	0	0	0	1
2021-C	0	0	0	0	0	0	1	0	0	0	0	1	2
2022-C	0	0	0	0	0	0	1	0	0	0	0	1	2
2023-W	0	1	0	1	0	0	1	0	0	0	0	0	3
2024-AN	1	0	0	0	0	1	0	0	0	1	1	0	4
2025-AN	0	0	0	0	0	0	0	2	0	2	1	0	5
2026-AN	0	0	0	0	0	0	0	1	0				1



Dry Well Data

Water Year	Dry Small Diameter Wells												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2021-C											11	7	18
2022-C	1	0	1	0	1	0	0	0	2	3	4	2	14
2023-W	2	2	0	0	3	0	0	1	0	2	1	1	12
2024-AN	0	0	0	0	0	0	0	0	0	0	0	0	0
2025-AN	0	0	0	0	0	0	0	0	0	0	0	0	0
2026-AN	0	0	0	0	1	0	0	0	0				1

Water Year	Dry Large Diameter Wells												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Total
2021-C											1	0	1
2022-C	0	0	0	0	0	0	0	0	0	0	0	0	0
2023-W	0	0	0	0	0	0	0	0	0	0	0	0	0
2024-AN	0	0	0	0	0	0	0	0	0	0	0	0	0
2025-AN	0	0	0	0	0	0	0	0	0	0	0	0	0
2026-AN	0	0	0	0	0	0	0	0	0				0

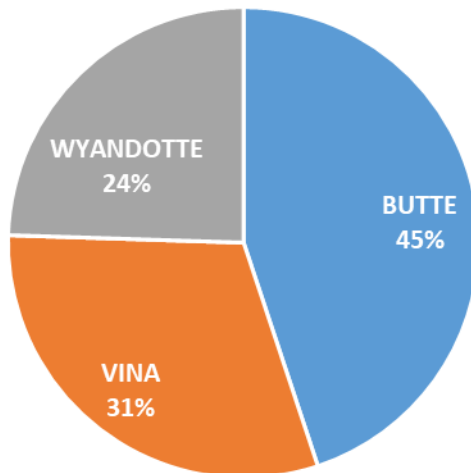
Dry well data started being collected August 2021.

Dry Well Reports to the Butte County Division of Environmental Health by Community								
	Water Year						Total	Average Depth of dry wells (feet)
	2021	2022	2023	2024	2025	2026		
Chico	15	5	3	0	0	1	24	109
Durham	4	6	1	0	0	0	11	--
Cohasset	1	0	1	0	0	0	2	121
Berry Creek	0	1	0	0	0	0	1	--
Oroville	0	1	3	0	0	0	4	95
Bangor	0	1	0	0	0	0	1	--
Forest Ranch	0	2	0	0	0	0	2	520
Palermo	0	1	0	0	0	0	1	--
Total	20	17	8	0	0	0	46	

Executive Order N-7-22 Data

Cumulative Number of Wells Under Executive Oder N-7-22			
By Subbasin	Small Diameter	Large Diameter	Totals
BUTTE	0	22	22
VINA	5	10	15
WYANDOTTE	1	11	12
			49
By GSA	Small Diameter	Large Diameter	Totals
Biggs-West Gridley Water District	0	6	6
Butte County	0	6	6
Butte Water District	0	4	4
Richvale Irrigation District	0	2	2
Reclamation District No. 2106	0	2	2
Rock Creek Reclamation District	0	1	1
Vina	5	10	15
Western Canal	0	1	1
Wyandotte Creek	1	11	12
			49

Cumulative Number of Wells Reviewed Under
Executive Oder N-7-22 (% By Subbasin)





CALIFORNIA DEPARTMENT OF WATER RESOURCES

SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street, 8th Floor | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

August 12, 2026

Christina Buck
Wyandotte Creek Subbasin – Plan Manager
308 Nelson Ave
Oroville, CA 95965
cbuck@buttecounty.net

RE: Review of Annual Report for the Wyandotte Creek Subbasin, Water Year 2025

Dear Christina Buck,

As the basin point of contact for the groundwater sustainability plan (GSP) in the Wyandotte Creek Subbasin (Subbasin), this letter is to inform you that the Department of Water Resources (Department) has completed the review of the annual report for the Subbasin for Water Year 2025 and determined that no further information is required at this time.

Following the adoption of a GSP and annually thereafter, the Sustainable Groundwater Management Act (SGMA) requires that an annual report be submitted to the Department by April 1 (Wat. Code § 10728). Once an annual report has been submitted, the Department is required to notify the submitting groundwater sustainability agency (GSA) of receipt within 20 days, review the information to determine whether the basin's GSP is being implemented in a manner likely to achieve its established sustainability goal, and notify the GSA in writing if additional information is required (23 CCR § 355.8).

The submitted information appears to satisfy the requirements of the GSP Regulations (23 CCR § 356.2), so the Department does not require additional information at this time. Previously, following a comprehensive evaluation of the GSP for the Subbasin, the Department issued an assessment that the GSP was likely to achieve the sustainability goal for the Subbasin. Following review of the Water Year 2025 annual report, the Department has determined that the GSP continues to be implemented in a manner consistent with achieving the Subbasin's sustainability goal as described in the GSP.

The Department noted that the annual report provided an update on all the applicable sustainable management criteria for the basin, as required by GSP Regulations (23 CCR § 356.2). SGMA requires that the GSA continue to include this information in the next annual report, including a description of progress towards implementing the GSP for each of the applicable sustainability indicators.

The Department requires that the submitting agency provide implementation updates on the SGMA Portal Projects and Management Actions (PMA) Module during each water year. The Department noted that implementation updates on all the PMAs were

provided on the SGMA Portal PMA Module, as required by GSP Regulations (23 CCR § 356.2). Implementation updates provide a way to report and track progress such as status, accrued benefits, and funding updates on the implementation of the basin's PMAs. Reporting accurate, detailed, and measurable information in the SGMA Portal PMA Module (such as current status, a time-table for the accrual of benefits, and funding updates on implementation) clearly demonstrates any progress in implementing projects and management actions to the Department since the previous annual report.

The Department's review of this and other annual reports noted that information contained in the annual report may not precisely match the schedules, projections, or estimates reported in the initial GSP as approved by the Department due to numerous factors over which a GSA has varying levels of knowledge and control (e.g., annual hydrology, actions of other private or public entities, unforeseen delays or events, and unexpected physical or geologic processes, etc.).

It is State policy that sustainable groundwater management is best achieved locally through the development, implementation, and updating of plans and programs (Wat. Code §113, §10720.1). Accordingly, for this Subbasin, the Department concluded that any discrepancies between information in the annual report and the GSP as approved by the Department did not, at this time, create an appreciable concern regarding GSP implementation and its continued likelihood of achieving the Subbasin's sustainability goal.

The Department anticipates conducting a review of GSP implementation as part of its periodic review of the GSP, which, in contrast to annual report reviews that consider information about only one year, will look at the periodic evaluation and the collective annual reports that provide the Department with numerous years of reporting data to better assess trends, issues, or conditions of concern in the basin, and whether GSP implementation remains on track to achieve sustainability.

Please contact the assigned Department basin point-of-contact or sgmps@water.ca.gov if you have questions about this notice or the annual reporting process. The Department looks forward to receiving your Water Year 2026 Annual Report by April 1, 2027.

Thank You,



Keith Wallace, P.E.
Assistant Deputy Director
Sustainable Water Management