



Vina Groundwater Sustainability Agency

308 Nelson Avenue
Oroville, CA 95965
(530) 552-3592

Agenda Prepared: 3/7/2024

Agenda Posted: 3/8/2024

Prior to: 5:30 p.m.

Board Members:

Evan Tuchinsky, Chair
Jeff Rohwer, Vice Chair
Raymond Cooper
Tod Kimmelshue
Kasey Reynolds

VINA GROUNDWATER SUSTAINABILITY AGENCY ADJOURNED REGULAR BOARD MEETING

Meeting Agenda

MARCH 13, 2024, 5:30 P.M.

Chico City Council Chamber, 421 Main Street, Chico CA

IN PERSON AND ONLINE MEETING VIA ZOOM FOR VIEWING ONLY

Any materials related to an item on this Agenda are available for public inspection online at <https://www.vinagsa.org/>

PUBLIC PARTICIPATION:

Please use the following information to remotely view the Vina GSA Board meeting online. ***Pursuant to recent changes to the Brown Act Teleconferencing Rules, no public comments or questions will be taken online.***

ZOOM MEETING INFORMATION:

To access the live meeting, you have the following options:

1. Join Zoom Meeting
 - a. <https://us02web.zoom.us/j/86983600705>
2. From a web browser <https://zoom.us/join>
 - a. When prompted, use Meeting ID: 869 8360 0705
3. Directly from your mobile phone you can tap:
 - a. +16699006833, 86983600705# US (San Jose)
4. Dial-in using your landline or mobile phone to:
 - a. 1 669 900 6833
 - b. When prompted, use Meeting ID: 869 8360 0705

Please note when you access the meeting, ***you will be placed into a waiting room and admitted*** into the meeting by the Meeting Host. You will also be placed on mute and will not be able to provide comments in the meeting.

PUBLIC COMMENT INFORMATION:

Public comment will be accepted in-person at the meeting or may be submitted by email prior to the meeting to VINAGSAPUBLICCOMMENTS@CHICOCA.GOV. **If you would like to address the Board at this meeting, you are requested to complete a speaker card and hand it to the Board Clerk prior to the conclusion of the staff presentation for that item.** A time limit of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for agenda items has been established. If more than 10 speaker cards are submitted for agenda items, the time limitation may be reduced to one and a half minutes per speaker.

When submitting public comments via email, please indicate the item number your comment corresponds to in the subject line. Comments submitted will be sent to the full GSA Board members electronically prior to the start of the meeting. Email comments will be acknowledged and read into the record by name only during the public comment period for each agenda item. Emailed comments received prior to the end of the meeting will be made part of the written record but not acknowledged at the meeting.

**VINA GROUNDWATER SUSTAINABILITY AGENCY BOARD
ADJOURNED REGULAR MEETING AGENDA
MARCH 13, 2024**

1. VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) REGULAR BOARD MEETING

1.1. Call to Order

1.2. Roll Call

1.3. Election of Chair and Vice Chair

2. CONSENT AGENDA:

2.1. APPROVAL OF THE 12/13/23 VINA GSA BOARD MEETING MINUTES.

Action: Approve the Vina GSA 12/13/23 meeting minutes.

3. ITEMS REMOVED FROM CONSENT – IF ANY

4. PUBLIC COMMENTS

Members of the public may address the Board at this time on any matter not already listed on the agenda; comments are limited to three minutes. The Board cannot take any action at this meeting on requests made under this section of the agenda.

5. NOTICED PUBLIC HEARINGS: NONE

6. REGULAR AGENDA

6.1. CONSIDERATION OF APPOINTMENTS TO THE STAKEHOLDER ADVISORY COMMITTEE

Pursuant to Section 11.3 and Appendix A of the JPA, an Advisory Committee consisting of ten (10) Board appointed at-large members representing various stakeholder interests was established to advise the Vina GSA. The recruitment for six (6) Stakeholder members whose terms have or will expire was conducted and the Board will consider applications for appointment of the new members. **(Report – Kamie Loeser)**

RECOMMENDATION: Review the applications and appoint members representing the following Stakeholder positions:

- | | |
|--|------------------------------|
| • Agricultural Groundwater User | 2 appointments (4-year term) |
| • Domestic Well User | 1 appointment (1-year term) |
| • Environmental Representative | 1 appointment (4-year term) |
| • Business Association Representative | 1 appointment (4-year term) |
| • Non-irrigated/Rangeland Representative | 1 appointment (4-year term) |

6.2. UPDATE ON 2024 FEE STUDY

On July 26, 2023, the Vina GSA Board approved a Uniform Fee (cost per acre) to cover GSA operations, GSP implementation, and SGMA compliance activities. The Board approved the Uniform Fee with the condition that an updated Fee Study would be prepared taking into consideration the various beneficial users within the Subbasin. On November 9, 2023 the Vina GSA issued a Request for Proposals for an Updated Fee Study. Proposals were due on December 13, 2023. The Board will review and consider a contract with Hansford Economic Consulting to develop and implement an updated fee study and funding mechanism process as per the identified scope of work for the amount of \$225,000. **(Report –Kamie Loeser)**

RECOMMENDATION: Approve the contract with Hansford Economic Consulting or provide direction to the Management Committee.

6.3. CONSIDERATION OF CONTRACTS AND SUBRECIPIENT AGREEMENTS TO IMPLEMENT SUSTAINABLE GROUNDWATER MANAGEMENT GRANT FUNDED PROJECTS

Staff will provide an update on the status of the SGM Grant award, and the Board will review and consider approval of consultant and subrecipient contract agreements related to implement grant-funded projects and activities. **(Report –Christina Buck)**

RECOMMENDATIONS:

- A. Approve and authorize the Chair to sign Subrecipient Agreement with Butte County or provide direction to the Management Committee.
- B. Approve and authorize the Chair to sign Subrecipient Agreement with Agricultural Groundwater Users of Butte County or provide direction to the Management Committee.
- C. Approve and authorize the Chair to sign the Contract with Larry Walker Associates or provide direction to the Management Committee.
- D. Approve and authorize the Chair to sign the Contract with Geosyntec or provide direction to the Management Committee.

6.4. CONSIDERATION OF FISCAL YEAR 2023/2024 BUDGET ADJUSTMENTS

The Board will consider Fiscal Year 2023/2024 budget adjustments incorporating anticipated revenue and expenditures associated with the Sustainable Groundwater Management Grant Program award. **(Report – Kamie Loeser)**

RECOMMENDATION: Review and approve budget adjustments or provide direction to the Management Committee.

7. COMMUNICATIONS AND REPORTS

- 7.1. Update and possible direction to Staff regarding State Water Efficiency and Enhancement Program (SWEEP) block grants in Butte County **(Verbal Report – Christina Buck)**
- 7.2. Update on Butte County Board of Supervisors Adopted [Recharge Action Plan](#) **(Verbal Report – Christina Buck)**
- 7.3. Update on Status of SGM Annual Report **(Verbal Report – Christina Buck)**

8. ADJOURNMENT:

The Vina GSA Board meeting will adjourn to Closed Session after tonight's Vina GSA Board Meeting.

1. CLOSED SESSION PUBLIC COMMENTS OR BOARD DISQUALIFICATIONS:

Members of the public may address the board at this time on the closed session item only; comments are limited to three minutes, or time limit as determined by the chair.

2. ADJOURN TO CLOSED SESSION:

3. CLOSED SESSION

3.1 Call to Order

4. CLOSED SESSION AGENDA

4.1 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #23CV02789.

4.2 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #22CV00321.

5. CLOSED SESSION ANNOUNCEMENT:

Report on any action taken during the closed session.

6. ADJOURNMENT:

The Vina GSA Closed Session will adjourn to a Vina GSA Board Meeting on **April 10, 2024**, at 5:30 p.m. at the Chico City Council Chamber Building at 421 Main Street., Chico, CA and online via Zoom for viewing only.



Please contact the City of Chico Public Works Department at (530) 894-4200 if you require an agenda in an alternative format or if you need to request a disability-related modification or accommodation. This request should be received at least three working days prior to the meeting.

**MINUTES OF THE
VINA GROUNDWATER SUSTAINABILITY AGENCY
ADJOURNED REGULAR MEETING**

Meeting of

December 13, 2023, 5:30 p.m.

Chico City Council Chamber Building, 421 Main Street, Chico CA

IN-PERSON AND ONLINE VIA ZOOM (viewing/listening only)

1. VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) REGULAR BOARD MEETING

1.1. Call to Order

The Vina GSA meeting was called to order by Chair Tuchinsky at 5:47 p.m. due to technical difficulties.

1.2. Roll Call

Board Members Present:

Evan Tuchinsky
Jeffrey Rohwer
Raymond Cooper
Kasey Reynolds
Todd Kimmelshue

Board Members Absent: None

Management Committee Members Present:

Christina Buck, and Kamie Loeser (Butte County Department of Water & Resource Conservation (BCDWRC), Linda Herman (City of Chico), and Valerie Kincaid (Legal Counsel).

Management Committee Member Loeser requested, and the Board agreed to move the Closed Session item to the end of the meeting.

2. CONSENT AGENDA: NONE

3. ITEMS REMOVED FROM CONSENT – NONE

4. PUBLIC COMMENTS

Members of the public may address the Board at this time on any matter not already listed on the agenda; comments are limited to three minutes. The Board cannot take any action at this meeting on requests made under this section of the agenda.

Jim Brobeck and Richard Coon provided comments to the Board.

5. NOTICED PUBLIC HEARINGS: NONE

6. REGULAR AGENDA

6.1. UPDATE OF GSA PROGRAM MANAGER RECRUITMENT AND ASSIGNMENT OF BOARD REPRESENTATIVE TO REVIEW/INTERVIEW TEAM.

The Department of Water and Resource Conservation has initiated the recruitment of a Program Development Manager to serve as the GSA Program Manager as described in the Cost-share Agreement approved by the Board on October 11, 2023. The appointed GSA Board representative

would participate in the interview process for selection of the GSA Program Manager. **(Verbal Report-Management Committee)**

RECOMMENDATION: Select Board representative to the GSA Program Manager interview team.

There were no public comments on this item.

Board Member Kimmelshue motioned to select Chair Tuchinsky to sit on the GSA Program Manager interview panel. The motion was seconded by Vice-Chair Rohwer.

The motion carried as follows:

AYES: Board Members Reynolds, Kimmelshue, Cooper, Vice Chair Rohwer, and Chair Tuchinsky

NOES: None

ABSENT: None

ABSTAIN: None

6.1. UPDATE ON THE STATUS OF PROJECTS FUNDED BY THE SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM.

The Vina GSA applied for and has been awarded \$5.5 million in funding from DWR's Sustainable Groundwater Management Grant Program. Development of the grant agreement with DWR is underway. Staff provided an update on the status of the grant agreement and Requests for Proposals for the grant funded projects. **(Verbal Report – Management Committee)**

RECOMMENDATION: Provide direction to staff.

1. Possible formation of Ad Hoc Committee to provide input as projects are implemented over the next two years.
 2. Direction regarding subrecipient agreements.
-

Jim Brobeck and Vina GSA Domestic Well Alternate Claudia Rawlins provided comments on this item.

Board Member Kimmelshue motioned to 1) approve the formation of an Ad-Hoc Committee, but not to appoint members at this time, and 2) to move forward with the subrecipient agreements. The motion was seconded by Vice-Chair Reynolds.

The motion carried as follows:

AYES: Board Members Reynolds, Kimmelshue, Cooper, Vice Chair Rohwer, and Chair Tuchinsky

NOES: None

ABSENT: None

ABSTAIN: None

7. COMMUNICATIONS AND REPORTS

Management Committee Members Loeser and Buck provided updates on the following items:

- 7.1. Update on the Vina GSA Board and Stakeholder Committee applications. **(Verbal Report – Kamie Loeser)**
 - 7.2. Update on the new 2024 Fee Study Request for Proposals. **(Verbal Report – Kamie Loeser)**
 - 7.3. Member Agency report regarding the Draft Butte County Recharge Action Plan **(Verbal Report – Christina Buck)**
-

There were comments from the Public on these items.

8. CLOSED SESSION PUBLIC COMMENTS OR BOARD DISQUALIFICATIONS:

Members of the public may address the board at this time on the closed session item only; comments are limited to three minutes, or time limit as determined by the chair.

There were no Board disqualifications or comments from the Public on the Closed Session.

9. ADJOURNMENT:

The Vina GSA Regular Board meeting adjourned at 6:31 p.m. to a Vina GSA Closed Session in Conference Room 2 in the Chico Council Chamber Building.

10. VINA GSA SPECIAL CLOSED SESSION MEETING.

- 10.1. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #23CV02789.
- 10.2. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #23CV02789.

11. CLOSED SESSION ANNOUNCEMENT:

Chair Tuchinsky announced the following:

Item 10.1 - No action was taken on this item, but direction was given to legal Counsel.

Item 10.2 – No action was taken on this time, but direction was given to legal Counsel and Staff.

12. CLOSED SESSION ADJOURNMENT:

The Vina GSA Board Closed Session meeting adjourned at 7:39 p.m. to a Vina GSA Regular Board Meeting at a specific date to be determined located at the Chico City Council Chamber Building at 421 Main Street., Chico, CA and online via Zoom for viewing only.



**Vina
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 6.1

Subject: Appointments to the Vina Groundwater Sustainability Agency Stakeholder Advisory Committee

Contact: Kamie Loeser

Phone: 530.552.3590

Meeting Date: March 13, 2024

Regular Agenda

Department Summary:

The Vina Groundwater Sustainability Agency (GSA) receives input and recommendations on groundwater sustainability plan development and implementation from a Stakeholder Advisory Committee (SHAC). As memorialized in the SHAC Charter (modified and approved October 11, 2023), the intent for the SHAC is to provide community perspective and participation in Sustainable Groundwater Management Act (SGMA) implementation. The Vina GSA SHAC is comprised of ten (10) members representing the beneficial uses and users of groundwater identified in SGMA. Members must live or work in or represent an organization with a presence in the Vina Subbasin and may not concurrently serve on the GSA Board. The GSA Board appoints at-large members to fill the SHAC seats and interested individuals apply to the GSA.

Six (6) SHAC seats are vacant: two agricultural groundwater users, one domestic well user, one environmental representative, and one business representative. The Vina GSA solicited applications for the vacancies starting September 6, 2023, with applications received on a rolling basis. Four candidates submitted applications: Anne Dawson for the domestic well user seat; Jim Brobeck for the environmental representative; and Greg Sohnrey and Samantha Lewis for the agricultural groundwater user seats. There were no applicants to the business association or non-irrigated/rangeland representatives. Note that the Butte College beneficial user designation has been reassigned as a Non-Irrigated Land/Rangeland User per Vina GSA Board direction.

The Amended SHAC Charter allows a member of an expiring seat to continue to serve until a qualified candidate comes forward. Once filled, the new positions will expire on a staggered timeline, according to the Amended Vina SHAC Charter. Term expiration dates are as follows:

- Domestic Well User seat will serve a two-year term (expiration in 2025)
- Environmental Representative will serve a four-year term (expiration in 2027)
- Business Representative will serve a two-year term (expiration in 2025)
- Agricultural Groundwater Users will serve four-year terms (expiration in 2027)
- Non-Irrigated Rangeland User will serve four-year terms (expiration in 2027)

On October 11, 2023, the Vina GSA Board considered making appointments to the SHAC, however, they directed staff to hold the application period open to solicit additional applicants for all open positions. No additional applications have been received to-date. The Vina GSA Board should consider appointing members to the SHAC or provide direction to the Management Committee.

Fiscal Impact: None

Staff Recommendation: 1. Make one appointment to the domestic well user seat with term ending in 2025. 2. Make one appointment to the environmental representative seat with term ending 2027. 3. Make two appointments to the agricultural groundwater user seats with terms ending in 2027.

APPENDIX A

APPLICATIONS FOR APPOINTMENT TO THE VINA GROUNDWATER SUSTAINABILITY AGENCY
STAKEHOLDER ADVISORY COMMITTEE

From: [BCWater](#)
To: [Loeser, Kamie](#)
Subject: FW: Vina SHAC application
Date: Thursday, September 7, 2023 10:03:07 AM

From: Anne Dawson [REDACTED]
Sent: Tuesday, September 5, 2023 12:52 PM
To: vinagsa@gmail.com
Subject: Vina SHAC application

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

Vina SHAC

Application from
Anne Dawson

[REDACTED]
[REDACTED]
[REDACTED]

I am a resident living within the jurisdiction of the Vina GSA

I am applying for the position of Domestic Well User

- 1. Describe how you will represent the interest group indicated above and communicate with other members of these interest groups:** This is challenging because there is no organization representing domestic well users, and the county does not maintain a list of domestic well owners. I reach out to friends and neighbors, let them know of my involvement with SGMA, listen to concerns and feelings, and encourage reporting of well issues to mydrywatersupply.ca.gov.
- 2. Current Occupation:** Retired
- 3. Current license and/or certifications:** I have an active physician's license issued September 2023 and valid until November 2026
- 4. Relevant education/experience:** I graduated from medical school at the University of Edinburgh, Scotland in 1976. I practiced for approximately 38 years prior to retiring. I have been a domestic well representative on the Vina SHAC for the last four years.
- 5. Other relevant Board/Commission/Committees on which you serve/have served:** I served on multiple medical committees at Enloe hospital, including chairmanships of the Cancer committee, and the Institutional Review Board.
- 6. Letters of support:** I am not affiliated with any local organizations or community groups engaged in issues related to water. Individual well owners might be willing to provide letters of support if necessary.

7. **References:** Neither of these referees have relevant affiliations.

1. [REDACTED]

8. **Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA advisory committee:** I have served on the Vina SHAC as a domestic well representative for the past four years. During that time I have learned a great deal about water. It is my opinion that I have a good understanding of how the Vina GSA plan affects domestic well users. I would like to use that depth of knowledge and understanding to continue to advocate for the interests of domestic well users as we move into the next phase of plan implementation which will include developing a domestic well registry and, ultimately, mitigations.

Sent from my iPad



Vina Groundwater Sustainability Agency
Stakeholder Advisory Committee Application

Updated 8/30/2023

Date submitted: 9/11/2023

First and last name: Jim Brobeck

Address, phone number and email address: [REDACTED], Chico CA, [REDACTED]

Describe how you meet eligibility (circle one): *to verify that you are a resident or are employed in the Vina GSA boundaries search the GSA Map View: <https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>*

- Resident living within the jurisdiction of the Vina GSA YES

Which at-large seat(s) are you applying for:

- Environmental Representative (1 position opens 11/14/23)

1. Describe how you will represent the interest group(s) indicated above and communicate with other members of these interest group(s): As the sitting Environmental representative on the SHAC I have attended every meeting. I always study the agenda packets and actively participate in the meetings speaking out for protecting the trees, the streams and the groundwater dependent human environment. I have support from the environmental organizations in the Vina sub basin and keep them updated on critical GSP issues.

2. Current Occupation(s):
Retired.

3. Current License(s) and / or Certifications:

4. Relevant Education / Experience:

5. Other Relevant Board(s) / Commission(s) / Committee(s) on which you serve / have served (paid or volunteer):

I served on Board of the Butte County Fire Safe Council for many years. I was nominated to serve on the Butte County Water Advisory Committee by Supervisor Kim Yamaguchi earlier this century. Like the SHAC, these were unpaid positions.

6. Letters of Support: I will have representatives from the Butte Environmental Council and the Sierra Club email



Vina Groundwater Sustainability Agency
Stakeholder Advisory Committee
VinaGSA@gmail.com

you letters of support before the deadline. I expect that letters of support from the initial term are on file. *For at-large seats, applicants are encouraged to demonstrate support from local organizations and community groups engaged in issues related to the interest that the applicant seeks to represent (i.e. environmental, business, agriculture, rural communities) by attaching letters of support. Submission of letters of support are not required, but are encouraged in order to demonstrate the applicant's ability to represent the interests of the stakeholder seats for which they are applying. Please list the organization, author and date of the letters of support attached here:*

7. References:

List at least two personal and / or professional references. Provide the name, affiliation, title, phone number, and email address of each reference. References remain confidential.

[Redacted]

8. Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA Advisory Committee:

My commitment to attend meetings well-prepared is established and my demeanor is congenial. My awareness of regional and statewide water issues is essential in identifying the parameters of sustainable and balanced groundwater policies.

NOTE: The Agency will keep all applications on file for one year from the date of receipt of the application.

From: [Patrizia Hironimus](#)
To: VinaGSA@gmail.com
Cc: [Jim Brobeck](#); [Patrizia Hironimus](#)
Subject: BEC letter of recommendation Jim Brobeck for Vina GSA SHAC
Date: Thursday, September 14, 2023 3:18:08 PM
Attachments: [BEC letter of recommendation Vina GSA SHAC- Jim Brobeck.pdf](#)

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

September 14th, 2023

Stakeholder Advisory Committee (SHAC)

308 Nelson Avenue, Oroville CA 95965

530.552.3592

VinaGSA@gmail.com

Dear valued members of the SHAC,

Jim Brobeck is well suited to represent environmental interests in the Vina sub-basin.

Butte Environmental Council supports Jim's continued presence representing the environmental community on the Vina Groundwater Stakeholder Advisory Committee (SHAC). Jim has been able to attend and participate in every

SHAC and Vina Board meeting this far and is extremely knowledgeable and capable.

Please contact me directly with any questions.

Thank you,

Patrizia Hironimus

* Please find the attached letter of recommendation for Jim Brobeck for the VINA GSA- Stakeholder Advisory Committee (SHAC) next term.

Patrizia Hironimus

Pronouns: she/they

Executive Director - Butte Environmental Council

313 Walnut Street, Suite 140

Chico, CA 95928-4505

530.891.6424 | www.becnet.org

Butte Environmental Council acknowledges that we gather on the traditional land of Indigenous people. This message originates from the traditional land of the Mechoopda Indian Tribe of Chico Rancheria. We acknowledge and honor with gratitude the land itself and the people who have and continue to steward it throughout the generations. This calls us to continue to learn how to be better stewards of the land we inhabit. We encourage you to learn which tribal nations are indigenous to the area where you are now living, one excellent source of information is [Native Land](#).

image.png





**BUTTE
ENVIRONMENTAL
COUNCIL**

313 Walnut Street,
#140
Chico, CA 95928
(530) 891-6424
www.becnet.org

Federal Tax ID
94-2309829
CA Charity Number
018005

**Activities &
Events**

- Park and Creek Cleanups
- Urban Forest Program
- Recycling & Rubbish Education
- Community Air Protection Education
- Oak Way Community Garden
- Endangered Earth Event
- Community Forum Series

Mission

To protect the land, air, and water of Butte County and surrounding regions through education, advocacy, and action!

September 14th, 2023

Stakeholder Advisory Committee (SHAC)

308 Nelson Avenue, Oroville CA 95965

530.552.3592

VinaGSA@gmail.com

Dear valued members of the SHAC,

Jim Brobeck is well suited to represent environmental interests in the Vina sub-basin.

Butte Environmental Council supports Jim's continued presence representing the environmental community on the Vina Groundwater Stakeholder Advisory Committee (SHAC). Jim has been able to attend and participate in every

SHAC and Vina Board meeting this far and is extremely knowledgeable and capable.

Please contact me directly with any questions.

Thank you,

Patrizia Hironimus

Executive Director, Butte Environmental Council

[Redacted]

[Redacted]

From: [BCWater](#)
To: [Loeser, Kamie](#)
Subject: FW: Nominee for Vina Groundwater Stakeholder Advisory Committee.
Date: Tuesday, September 12, 2023 8:48:57 AM

From: GRACE M MARVIN <[REDACTED]>
Sent: Monday, September 11, 2023 6:27 PM
To: VinaGSA@gmail.com
Cc: Suzette Welch <[REDACTED]>
Subject: Nominee for Vina Groundwater Stakeholder Advisory Committee.

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

Please re-nominate Jim Brobeck to allow him to continue representing so many environmentalists in our community. He is knowledgeable, outspoken, and very important to us in providing a perspective on groundwater that we want to have represented on the Vina Groundwater Stakeholder Advisory Committee.

Thank you.

Sincerely,

Grace M. Marvin

Conservation Chair

Sierra Club - Blue Oak Group

and member of the Executive and Conservation Committees of the Sierra Club's Mother Lode Chapter

Vina Groundwater Sustainability Agency.
Stakeholder Advisory Committee Application

Updated 8/30/2023



Date submitted:

First and last name: Greg Sohnrey

Address, phone number and email address: [REDACTED] Durham, Ca [REDACTED] Phone number [REDACTED] email [REDACTED]

Describe how you meet eligibility (circle one): to verify that you are a resident or are employed in the Vina GSA boundaries search the GSA Map View: <https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>

- Resident living within the jurisdiction of the Vina GSA I am a resident and farmer in the Vina GSA
- Employed at an organization with a presence within the jurisdiction of the Vina GSA

Which at-large seat(s) are you applying for:

- Agricultural representative (2 positions open on 9/12/23 and 11/14/23) I am applying for the agricultural representative position
- Domestic Well User (1 position opens on 10/10/23)
- Environmental Representative (1 position opens 11/14/23)
- Business Association Representative (1 position opens 11/14/23)
- Non-irrigated/Rangeland Representative (*please note that the Vina GSA Board is currently considering the addition of a non-irrigated/rangeland representative for the SHAC*)
- Describe how you will represent the interest group(s) indicated above and communicate with other members of these interest group(s): I have been on the Vina SHAC in this roll since it was formed
- Current Occupation(s): Farmer and business owner
Within the last 12 months
- Current License(s) and / or Certifications: No licenses or certifications
Professional or occupational, date of issues / expiration, including status

- **Relevant Education / Experience:** I have been involved in the water arena since 1994 in many various capacities including many different committees over that period
Applicant may attach resume containing this information and any other information that would be helpful to the Board in evaluating the application.

- **Other Relevant Board(s) / Commission(s) / Committee(s) on which you serve / have served (paid or volunteer):** Member of many different boards from cooperatives to community organizations serving as board presidents of some of them.
Please list name of organization, title, and date of service.

- **Letters of Support:**
For at-large seats, applicants are encouraged to demonstrate support from local organizations and community groups engaged in issues related to the interest that the applicant seeks to represent (i.e. environmental, business, agriculture, rural communities) by attaching letters of support. Submission of letters of support are not required, but are encouraged in order to demonstrate the applicant's ability to represent the interests of the stakeholder seats for which they are applying. Please list the organization, author and date of the letters of support attached here:

- **References:**

List at least two personal and / or professional references. Provide the name, affiliation, title, phone number, and email address of each reference. References remain confidential.

8. Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA Advisory Committee: I have been serving on this committee and would like to continue and see the process through

NOTE: The Agency will keep all applications on file for one year from the date of receipt of the application.



**Vina Groundwater Sustainability Agency
 Stakeholder Advisory Committee Application**

Updated 8/30/2023

Date submitted: September 5, 2023

First and last name: Samantha Lewis

Address, phone number and email address: [REDACTED], Chico, CA [REDACTED]
 [REDACTED]

Describe how you meet eligibility (circle one): *to verify that you are a resident or are employed in the Vina GSA boundaries search the GSA Map View: <https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>*

- Resident living within the jurisdiction of the Vina GSA
- Employed at an organization with a presence within the jurisdiction of the Vina GSA

Which at-large seat(s) are you applying for:

- Agricultural representative (2 positions open on 9/12/23 and 11/14/23)
- Domestic Well User (1 position opens on 10/10/23)
- Environmental Representative (1 position opens 11/14/23)
- Business Association Representative (1 position opens 11/14/23)
- Non-irrigated/Rangeland Representative (*please note that the Vina GSA Board is currently considering the addition of a non-irrigated/rangeland representative for the SHAC*)

1. Describe how you will represent the interest group(s) indicated above and communicate with other members of these interest group(s):

As a 5th generation Butte County farmer, I have long-established ties to the community. Thru my involvement in groups such as the Butte County Farm Bureau, California Ag Leadership, Blue Diamond Growers, and the Butte County Resource Conservation District, I have access to Ag users throughout Butte County.

2. Current Occupation(s):

Within the last 12 months Family Farmer

3. Current License(s) and / or Certifications:

Professional or occupational, date of issues / expiration, including status N/A

4. Relevant Education / Experience:



Applicant may attach resume containing this information and any other information that would be helpful to the Board in evaluating the application.

Johns Hopkins University, B.A. 2002
 California Ag Leadership, Class of 35

5. Other Relevant Board(s) / Commission(s) / Committee(s) on which you serve / have served (paid or volunteer):

Please list name of organization, title, and date of service.

Vina GSA SHAC, Ag Representative & Chair, 2019-2023
 Butte County Resource Conservation District, Board Member, 2022-Present
 Chico High Sober Grad Night, President 2021-Present
 Chico High PTSA, Executive Vice President 2021-2023
 Butte County Water Advisory Committee, Ag Representative 2015-2020

6. Letters of Support:

For at-large seats, applicants are encouraged to demonstrate support from local organizations and community groups engaged in issues related to the interest that the applicant seeks to represent (i.e. environmental, business, agriculture, rural communities) by attaching letters of support. Submission of letters of support are not required, but are encouraged in order to demonstrate the applicant's ability to represent the interests of the stakeholder seats for which they are applying. Please list the organization, author and date of the letters of support attached here: N/A

7. References:

List at least two personal and / or professional references. Provide the name, affiliation, title, phone number, and email address of each reference. References remain confidential.

[Redacted]
 [Redacted]

8. Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA Advisory Committee:

My family owns/operates a 5th generation almond farm in Butte County and I have dedicated a significant amount of time in support of the Vina GSA and water sustainability. From my own farming background, I am an expert on water efficient irrigation practices and pumping plant efficiency. As a board member, I also have a knack for looking at issues from all angles and finding areas of agreement and avenues for compromise.

NOTE: The Agency will keep all applications on file for one year from the date of receipt of the application.



Vina
Groundwater Sustainability Agency
Agenda Transmittal

Agenda Item: 6.2

Subject: Contract with Hansford Economic Consulting (HEC) for the Vina Subbasin Groundwater Sustainability Agency Updated Long-Term Groundwater Sustainability Plan Implementation Fee

Contact: Dillon Raney

Phone:

Meeting Date: March 13, 2024

Regular Agenda

Department Summary:

On July 26, 2023, the Vina GSA Board approved a Uniform Fee (cost per acre) to cover GSA operations, GSP implementation, and SGMA compliance activities. This fee was approved with the stipulation that an updated Fee Study would be prepared to reflect the needs of the diverse beneficial users within the Subbasin. Following this decision, on November 9, 2023, the Vina GSA issued a Request for Proposals (RFP) for the Updated Fee Study. Proposals were to be received by December 13, 2023. The aim was to explore and establish alternative fee structures, ensuring they align with the Sustainable Groundwater Management Act (SGMA), with the process potentially incorporating aspects of Propositions 26 and/or 218 as applicable to the new fee setting approach. The RFP sought consultants with experience in fee analysis and rate setting, emphasizing the need for developing and implementing a new funding mechanism and fee(s) through a thorough process of review, evaluation, community engagement, and regulatory compliance.

The Board will consider a contract with Hansford Economic Consulting (HEC) to develop and implement the updated fee study and funding mechanism as detailed in the scope of work. HEC's proposal includes evaluating both Proposition 26 (Option A) and Proposition 218 (Option B) as potential funding options. Following the completion of Tasks 1 & 2 in the scope of work, the Board will select the preferred option for moving forward. The scope of work for Tasks 1 through 4 remains consistent across both options, with differentiation occurring thereafter. Key differences between the options will include the approach to noticing and meeting requirements, as well as the extent of outreach and the associated direct costs, particularly those related to mailings. The anticipated timeline and contract term for the Vina Subbasin Groundwater Sustainability Agency's Updated Long-Term Groundwater Sustainability Plan Implementation Fee would extend from the time of approval to August 1, 2025. The cost of the updated fee process will be contingent on the Board's decision regarding the funding option, with a maximum not to exceed of \$225,000.

Fiscal Impact: The expense for these contracts are included in the fiscal years 2023-24 and 2024-25 budgets.

Staff Recommendation: Approve the contract with Hansford Economic Consulting or provide direction to the Management Committee.

PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000

This Contract, dated as of the last date executed by the Vina Groundwater Sustainability Agency is between the Vina Groundwater Sustainability Agency, formed under a Joint Exercise of Powers Agreement, hereinafter referred to as "GSA", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE
Term of This Contract
Term Begins: Upon Last Date Executed by GSA
Term Completion Date: August 1, 2025
Basis of Price (Do Not More Than One of the Following Four Blocks): Not-to-Exceed Price \$225,000, Annual Price, Monthly Price, Hourly Rate
CONTRACTOR Contact Information: Hansford Economic Consulting
GSA Contact Information: Dillon Raney

WHEREAS, GSA, through the GSA Member Agency identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
Attachment II – Insurance Requirements for Professional Services Contract
Attachment VI – Professional Credentials
Attachment III – Scope of Work

By signature below, the GSA Program Manager, or their designee, certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Professional Services Contract."

By _____
Date
Dillon Raney
GSA Program Manager

This Contract and the above listed Attachments represent the entire undertaking between the parties.

GSA

CONTRACTOR

By _____
Date
Evan Tuchinsky
Chair, Vina Groundwater Sustainability Agency

By _____
Date
Catherine R Hansford
Principle
Hansford Economic Consulting

REVIEWED FOR CONTRACT POLICY COMPLIANCE
APPROVED AS TO FORM
Valerie Kincaid
GSA Legal Counsel

APPROVED AS TO FORM
Kamie Loeser
Director, Butte County Dept. of Water &
Resource Conservation

By _____
Date

By _____
Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **GSA Project Manager.** The GSA Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of GSA nor is the CONTRACTOR a partner or in any way directly affiliated with the GSA. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The GSA retains the exclusive right of ownership to the final work, products, inventions and confidential information produced for the GSA by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the GSA. The parties agree that the GSA will own the final work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the GSA and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or

other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the GSA or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the GSA, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the GSA, but excluding liability due to the active negligence or willful misconduct of the GSA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to GSA for any loss of or damage to GSA property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.

In no event will either party be liable to the other or to any third party for any loss of use, revenue, or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the GSA's funding source herein may be GSA, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with GSA, State or Federal mandates and to reimburse the GSA for any liability upon the GSA for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to GSA, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with GSA Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** GSA has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by GSA shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the GSA.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Directors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The GSA may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall

be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the GSA shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the CONTRACTOR shall only be entitled to reimbursement for work completed prior to termination that was not duplicated or otherwise undertaken by the GSA due to default

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of GSA and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. GSA will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
 - a. This contract is entered into by GSA upon the express representation that CONTRACTOR has no other contracts in effect with GSA except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
 - b. CONTRACTOR understands and will adhere to the GSA's policy that no contracts shall knowingly be issued to any current GSA or Member Agency employee or his/her immediate family or to any former GSA or Member Agency employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
3 County Center Drive
Oroville, CA 95966
 - c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the GSA in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the GSA for the advice of Vina GSA Legal Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the GSA and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The GSA at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that GSA waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER GSA Contracts

List any and all contracts that you have with GSA or Member Agencies. If none, you must stipulate "none."
This cannot be left blank or omitted from the contract.

None

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the GSA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the GSA.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The GSA, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the GSA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the GSA, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the GSA.

C. WAIVER OF SUBROGATION: Contractor hereby grants to GSA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the GSA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the GSA has received a waiver of subrogation endorsement from the insurer.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the GSA. The GSA may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GSA.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the GSA.

F. VERIFICATION OF COVERAGE: Contractor shall furnish GSA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The GSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: GSA reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the GSA certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the GSA for review.

ATTACHMENT III SCOPE OF WORK

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed. Any additions to the scope of work that would result in a change in cost shall be discussed and approved in writing by the GSA prior to initiating work.

Duties and obligations of the CONTRACTOR:

TASK 1: DATA GATHERING AND PROJECT MANAGEMENT

Task 1.1: Project Management

The Contractor shall manage, track, and report on the project's progress monthly. This task shall include providing direction to the Project Team, reviewing work status and progress, tracking budget and invoicing, and communicating with GSA throughout the Fee Study duration.

Task 1.2: Background and Policy Review

The Contractor shall review the previous fee study, and materials developed for the previous fee study, including public outreach materials. The Contractor shall assess challenges and opportunities, field questions to GSA staff to ensure a comprehensive understanding basis for the new fee study.

The policy review shall encompass more technical aspects of the GSA, including regulatory requirements, groundwater supply and use patterns, customer base, financial policies, and so forth.

Task 1.3: Data Collection and Mailing Database Preparation

Data collection under this sub-task includes collection of information by both the Contractor and GSA staff. The Contractor shall provide a list of data and information that needs to be provided by the GSA. The Contractor shall also research and acquire applicable secondary sources of data. This sub-task includes time to review data provided and gathered, and determine what additional information is needed. It also includes creation of a mailing database for public outreach.

Preliminary data needs include:

- Contact information for all JPA members
- JPA formation documents
- Background materials prepared for formation of JPA and funding of the GSA to-date
- List of all groundwater users and number of wells
- Pumping data and/or estimates of groundwater extraction by user
- Crop production reports (acreage, type)
- The GSP and any water management plans covering the GSA basins
- Already-developed GSA annual costs
- Known revenue sources for PMAs
- Growth assumptions of municipal areas
- GIS parcel data

Task 1 Deliverables:

- *Monthly Invoices*
- *A list of required data and information to be provided by the GSA for the fee study within 3 weeks of project start.*
- *Data base for public outreach within 4 weeks of project start*

TASK 2: BUDGET PROJECTION AND FUNDING SOURCES EVALUATION

Task 2.1: Projected Five-Year Budget

The Contractor shall create the estimated annual operating budget utilizing information from the 2023 fee study, Butte County's historical change in operating costs, and other relevant sources. The Contractor shall develop annual operating costs by itemizing known current operating costs as well as future estimated costs. The five-year budget shall include administrative costs, monitoring program costs, data gaps and feasibility study analyses, grant writing, annual reporting, GSP update costs, and prudent reserve/emergency reserves. For the Project and Management Action (PMA) costs (also referred to as GSP implementation costs), the Contractor shall utilize cost information previously developed in the 2023 fee study.

Task 2.2: Review of Other GSA Funding Mechanisms

The Contractor shall research and compile current funding mechanisms established by other California GSAs for comparative purposes. This task shall be undertaken to identify successes and hurdles, as well as the advantages and disadvantages of different funding mechanisms, and potential legal challenges.

Task 2.3: Funding Mechanisms Options

The Contractor shall present the advantages and disadvantages of optional funding mechanisms and fee structures to GSA. This presentation shall be based on data and background research, including analyses of the GSA under Task 1 and findings from the review of other GSA funding mechanisms under Task 2.2.

The Contractor shall note that regulatory fees may be imposed both before and after a Groundwater Sustainability Plan (GSP) is adopted, in accordance with California Water Code (CWC) § 10730. These fees may include, but are not limited to, permit fees and fees on groundwater extraction or other regulated activities, and shall fund the costs of a groundwater sustainability program. The Contractor shall ensure funds are used to cover the costs of preparation, adoption, and amendment of a GSP, and investigations, inspections, compliance assistance, enforcement, and program administration, including prudent reserves. The Contractor shall acknowledge that de minimis extractors are exempt unless regulated by the GSA pursuant to Part 2.47 of the CWC, and that the GSA may collect fees in the same manner as ad valorem taxes. Regulatory fees shall be adopted pursuant to the requirements of Proposition 26.

Furthermore, the Contractor shall recognize that a GSA, having adopted a GSP as GSA has, pursuant to CWC § 10730.2, may impose fees on the extraction of groundwater from the basin to fund costs of groundwater management. This includes administration, operation, and maintenance, including a prudent reserve; acquisition of lands or other property, facilities, and services; supply, production, treatment, or distribution of water; and other activities necessary or convenient to implement the GSP. Fees adopted under this section of the CA Code shall be subject to Proposition 218 requirements and may be fixed or include a volumetric component based on impacts to the subbasin and the year in which the production of groundwater commenced from a groundwater extraction facility.

Task 2 Deliverables:

- *The Contractor shall prepare a PowerPoint presentation that summarizes the outcomes of Tasks 1 and 2 within four months of project commencement.*

***NOTE: Upon completion of Task 2, the GSA Board shall review the findings and decide which funding option to pursue, either Option A (Proposition 26) or Option B (Proposition 218).**

TASK 3: OUTREACH AND STAKEHOLDER INPUT

All outreach activities conducted in partnership with Rollins PR Consulting shall be carefully planned, professionally executed, and documented to ensure a successful project outcome.

Task 3.1: Outreach Approach and Plan

Rollins PR Consulting shall recommend taking an early, proactive stance in outreach efforts. It is critical to be transparent, informative, and actively listen during stakeholder and community engagement. Given this fee study closely follows a previously conducted study, clarifying the differences between the two shall be a priority. Engaging the community and addressing any potential negative sentiments at the outset is crucial. The Contractor shall convey trust and provide compelling reasons for continued engagement by stakeholders and the public in the new fee study process.

Rollins PR Consulting, representing the Contractor, shall review public materials compiled during the GSA formation and the first GSA fee study to identify previously raised issues or topics. Rollins PR Consulting shall conduct interviews with the Vina “SHAC” (advisory committee) to identify specific stakeholders, interest groups, other constituents, and community members who should actively participate in the outreach process. Additionally, Rollins PR Consulting shall assess the effectiveness of previous engagement strategies and identify new outreach methods to be implemented in the outreach and engagement plan.

The outreach and engagement plan shall serve as the blueprint for conducting outreach, aiming to identify effective communication tactics with stakeholders and the community regarding the fee study process and to gather feedback on proposed fee structures and options. This plan shall outline recommended messaging, outreach materials, social and traditional media strategies, stakeholder and public engagement tactics, timelines, and other relevant details.

Task 3.2: Develop Outreach Materials

Rollins PR will use a variety of communication tools to reach targeted/affected parties. Below are some potential types of outreach materials.

Key Messages: Key messages shall serve as the foundation for all communication tools and media outreach efforts. Initial messaging shall be written to convey why the GSA is pursuing a new fee study, the importance of the GSA and the benefit of it serving as a local, self-sustaining groundwater management agency, and goals of the new fee study.

Frequently Asked Questions: An updated FAQ document shall be created and posted to the website funding tab and used as a resource at workshops and meetings. Questions to be immediately addressed shall include "why is the GSA conducting another fee study?", "how will this process be different?", "what will happen to the current fee?" and other questions needed to clear the field and establish a new process.

Direct Mail Notification/Database Management: The type of direct mailers shall be identified in the outreach plan. Mailers may include postcards, newsletters, articles written for existing agency publications, and similar. Content shall be developed based on the need and purpose of the communication piece. Materials shall also be saved electronically and posted to the website/attached in e-blasts. Rollins PR shall use and maintain existing database(s) made available by the GSA and update as needed.

Website Funding Tab: The GSA's website funding tab shall be used to provide information about the new fee study, post revised, updated, and new materials, provide a project timeline of important benchmarks, and opportunities for public input. All project materials, public workshop summaries, and reports shall also be posted.

Task 3.3: Rate Study Ad Hoc Committee and Stakeholder Meetings Preparation

The Contractor recommends that a Rate Study Ad Hoc Committee be formed. The ad hoc committee shall serve as a sounding board to vet new fee options, offer intel and perspective about how the fee impacts and provides value to the community, provide names of individuals or organizations who should be part of the fee-setting process and provide recommendations for the SHAC/Board to consider. Members of the ad hoc committee shall be made up of two or three interested parties who are invested in the fee structure, a member of the SHAC and one or two community members for a total of up to six members (recommended).

Stakeholder interviews shall be a critical part of the fee study process from the beginning. Rollins PR Consulting shall work with the SHAC, Ad Hoc and GSA management staff to determine key influencers and stakeholder groups to be involved. Meetings may be one-on-one, held as small group meetings (such as with agricultural interests) and shall include meetings with existing organizations such as Butte County Farm Bureau, Butte Cattlemen's Association, and similar.

Task 3.4: Community Outreach Preparation

The community-at-large shall also need to be engaged, however, it may be recommended as part of the outreach plan to hold community forums later in the fee study process. Part of the recommendation to wait is to avoid burnout and confusion with the previously conducted fee study and implementation. Recommendations may be to hold forums with smaller audiences in key GSA basin regions, hold focus

groups, present at large audience events, or provide articles in widely read publications. Recommendations will be refined in the public outreach plan.

Task 3.5: Media Relations

Media relations shall constitute an integral part of the fee study effort, serving not only as another layer of outreach to reach the community at large but also to proactively address and inform the public about the reasons for the new fee study. News releases and opinion pieces shall be drafted for traditional media outlets such as Chico ER, Red Bluff Daily, and other local water and agriculture-related publications. Spanish-language publications shall also be provided with releases and announcements.

Social media shall be utilized when deemed appropriate to enhance outreach, especially in advertising community outreach opportunities. Posts shall be written and provided to partner agencies willing to advertise opportunities for engagement.

Local/neighborhood social media forums may need to be monitored for negative or incorrect information by community members with access to these platforms.

Task 3 Deliverables:

- *The Contractor shall deliver up to six Ad Hoc Meetings, three general outreach forums, an outreach plan, outreach materials, webpage content, key messages and fact sheets, meeting materials, a stakeholders database, key meeting notes, and applicable media and social media materials. Outreach meetings may span several months throughout 2024.*

TASK 4: MEETINGS

Task 4.1: Meetings in Butte County

The Contractor shall conduct meetings with the Rate Study Ad Hoc Committee, the SHAC, and community organizations in Butte County to solicit input and feedback as the work program progresses. The Contractor is allotted up to nine meetings for outreach and ad hoc committee engagements.

Additionally, the Contractor shall budget for participation in five Board meetings, which may include potential closed sessions as follows:

- Two informational meetings with the Board, potentially including closed sessions.
- One meeting for the presentation of the Draft Study fee report to the Board.
- One meeting for the Board's acceptance of the Final Fee Study report.
- One public meeting for the adoption of the Fee.

Meetings will be held as needed as the Fee Study progresses; it is anticipated that most of the public meetings will occur at the start of calendar year 2025.

(OPTION B allows for an additional in-person public workshop, for a total of 15 in-person meetings.)

****NOTE: Upon the completion of TASK 2: BUDGET PROJECTION AND FUNDING SOURCES EVALUATION, the GSA Board shall review the findings to decide which funding option to pursue for the fee study and implementation, between OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION and OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION. It is assumed that the budget and scope for TASKS 1-4 are consistent across both options as described herein. The selection made by the Board will primarily influence the specific tasks beyond TASK 4, guiding the project's strategic direction, budgetary considerations, and detailed execution plan in the subsequent phases.*

OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION

TASK5: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION

Task 5.1: Regulatory Fee Calculations and Report

The Contractor shall develop datasets, a GIS platform, and an interactive map for posting on the fee study webpage. Once all the data is assembled in workable formats, the fee calculations will be performed, and the draft results shall be presented to the GSA Board. Once the budget has been projected, the net expenses that are to be funded by the new fee are allocated to user groups based on a reasonable relationship between the payees and the benefits of the program.

A report meeting Proposition 26 requirements shall be prepared and provided in electronic copy. The Contractor shall prepare an administrative draft report, a public review draft report, and a final report.

OPTION A, Task 5 Deliverables:

- *A report documenting methodologies used for fee establishment, outreach efforts, and fee calculation findings. An interactive map for GSA's webpage upload upon completion (hosted by the GSA) shall also be provided. The report will be provided after stakeholder outreach is completed, and the ad hoc committee has weighed in on potential fee structures, estimated to be approximately 9 months after project commencement.*

Task 5.2: Fee Adoption Support

In addition to the outreach efforts described in Task 3, the Contractor shall assist with drafting staff reports, ordinances, resolutions, and answer technical questions regarding the new fee. The Contractor shall the letter for the GSA to send to the California Public Utilities Commission (CPUC). Agencies with groundwater users that are regulated by the CPUC are required to notify the CPUC before imposing a fee under either CWC § 10730 or 10730.2.

TASK 6: MANAGEMENT ACTIONS FINANCING PLAN (OPTIONAL AND BUDGET DEPENDENT)

Task 6.1: Infrastructure and Capital Operations Financing Plan

The Contractor shall explore potential funding mechanisms available to the GSA, a Joint Power Authority (JPA), for funding PMA infrastructure and capital operations. This includes but is not limited to special taxes, land-secured funding mechanisms, tax increment financing, debt financing, state and federal loans and grants, member agency contributions, private and non-profit contributions, and fees pursuant to CA C66000 and CA 66013 for new development.

The Contractor shall create a financing plan that shall evaluate the effect of potential different funding mechanisms for PMAs on developed policy objectives, including water conservation, environmental uses of water, the impacts to different groundwater users, and economic competitiveness. Each financing option will be evaluated in terms of its ability to fund the improvements in the necessary timeframe. The Contractor's Excel models shall evaluate the impact of funding capital improvements by priority and assess various pay-as-you-go or debt funding scenarios. If any costs are attributable to future customers, The Contractor shall allocate costs of the improvements between existing and future customers.

OPTION A, Task 6 Deliverables:

- *A technical memorandum for the Infrastructure and Capital Operations Financing Plan shall be prepared in electronic copy only, including both a draft and final memo. This memorandum will take approximately 6 weeks to complete following completion of the Draft Fee Study Report.*

OR

OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION

TASK 5: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION

Task 5.1: Cost-of-Service Study Report

The Contractor shall prepare a cost-of-service analysis for the property-related fee based on cost classification and groundwater usage characteristics. This analysis shall lead to the calculation of user fees ensuring the GSA is adequately funded for both existing and projected future costs, and that the fees are based on the demand for service immediately available to each customer type as required by Proposition 218.

Upon establishing the projected revenue requirement, the Contractor shall allocate it to user groups based on a reasonable relationship between the customer and the service they receive. A cost-of-service analysis shall be prepared focusing on the cost classification and groundwater usage characteristics of customer groups, in compliance with CWC § 10730.2. The analysis shall culminate in the calculation of user fees for the GSA, aimed at adequate funding for existing and projected future costs, ensuring fees are aligned with the service demand by each customer type as mandated by Proposition 218. The Contractor shall provide the report in electronic copy only, including an administrative draft report, a public review draft report, and a final report.

Task 5.2: Proposition 218 Fee Implementation and Legal Notification

The Contractor shall assist with drafting staff reports, ordinances, and/or resolutions, and shall support staff in answering technical questions. The Contractor shall prepare the required letter for the GSA to send to the California Public Utilities Commission (CPUC).

Further implementation steps under the Proposition 218 process shall include:

Prop 218 Notice: The Contractor shall develop the notice in accordance with Proposition 218 legal requirements, including background information, proposed fees, protest procedures and customer rights, and the dates and locations of the public meeting and hearing. Rollins PR shall be responsible for the printing, handling, and mailing of the notices with a mail house.

Additional Outreach before the Public Hearing: If the GSA decides to proceed with a property-related Proposition 218 fee subject to the protest procedure specified in Article XIII D of the California Constitution, the Contractor recommends conducting an additional in-person public workshop. This shall serve as an open forum for communication before a protest procedure, which can be instrumental in enhancing understanding and reducing the number of written protests. The Contractor shall also develop and provide additional media materials (releases, advisories, calendar alerts) to online and print media outlets, including community sites, with details about the project, workshops, and public hearing, and instructions on how to submit comments.

OPTION B, Task 5 Deliverables:

- *The Contractor shall prepare a cost-of-service report documenting the methodologies used to establish the fee, outreach, and findings of the fee calculations. An interactive map shall be created and uploaded to the GSA's website upon completion. The Contractor is also responsible for the creation of the Proposition 218 public notice and coordination of its printing and mailing. The report will be provided after stakeholder outreach is completed, and the ad hoc committee has weighed in on potential fee structures, estimated to be approximately 9 months after project commencement.*

Contractor Project Schedule:

Overview: The project's timeline is contingent upon various factors, including stakeholder feedback and comprehensive data analysis. Given recent developments where the previously adopted fee was found inadequate, it is imperative to approach this fee adjustment process with diligence, ensuring inclusivity and thoroughness. HEC projects the implementation of a revised fee structure by Fiscal Year 2026, subject to stakeholder engagement and data validation.

Contract Execution and Initiation: Following contract execution anticipated in February 2024, project activities are expected to commence in March 2024. The timeline for adopting a new funding mechanism will vary based on its nature and the regulatory requirements it must satisfy, including Proposition 26 or Proposition 218.

Schedule for Fee Adoption:

OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION: A draft schedule under this option is shown in **Figure 1**. Adoption procedures will adhere to the California Constitution's legal mandates, with potential billing adjustments made via property tax rolls or direct mailings within specified time frames.

Or

OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION: This track will follow Proposition 218's noticing requirements, allowing a minimum of 45 days for public review prior to adoption. A draft schedule under this option is shown in **Figure 2**. Adjustments to the timeline may occur to accommodate extended public hearings or other procedural necessities.

Flexibility and Adjustments: The schedules provided for OPTIONS A and B are preliminary and may be revised to reflect stakeholder participation levels, data analysis outcomes, and other unforeseen variables. The parties acknowledge that adjustments to the schedule may be necessary to ensure a comprehensive and equitable fee study process.

Implementation: Regardless of the chosen funding mechanism, the fee adoption can precede its implementation to allow for adequate preparation and notification to affected parties.

Please see Attached III, Exhibit A for Figures 1 & 2

Contractor Compensation:

The maximum amount billable under this contract shall not exceed \$225,000. This not to exceed is based on a combination of the proposed budget for option A or B (\$138,000) and the higher identified estimate for direct outreach costs under Option B for a total of \$225,000. Billing rates are identified on Exhibit "A", CONTRACTOR Fee Schedule, attached hereto and incorporated herein. CONTRACTOR shall submit fully delineated invoices by budget category and task monthly to GSA. Using a general overhead percentage is not allowed and shall not be used for invoicing. Expenditures for tasks shall not exceed totals specified in each Budget Category presented in the Cost Breakdown Table (Schedule III, Exhibit B, Figures 1 & 2)

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

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

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

Fully Delineated invoices must include:

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

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

Please see Attachment III, Exhibit B for CONTRACTOR Fee Schedule

Duties and obligations of the GSA:

GSA's Duties include:

- **Project Management:** GSA will review work status/progress, track invoicing/budget, and communicate throughout the Fee Study duration.
- **Data Collection and Mailing Database Preparation:** GSA staff, alongside the Contractor, are tasked with gathering required data and information as listed by the Contractor. This includes creating a mailing database for public outreach purposes. The preliminary data needs include contact information for JPA members, formation documents, background materials, lists of groundwater users and wells, pumping data, crop production reports, the GSP, annual costs, revenue sources, growth assumptions, and GIS parcel data.
- **Outreach and Stakeholder Input:** The GSA is involved in outreach efforts, particularly in ensuring no gaps in communication with stakeholders, including staff, boards, committees, and the community. The GSA is responsible for providing existing databases for outreach efforts and may be involved in developing outreach materials, community forums, and stakeholder meetings preparation.

GSA's obligations include:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible, avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- GSA does not pay interest or penalties.

**ATTACHED III, EXHIBIT A
Contractor Project Schedule: Figures 1 & 2**

**Figure 1
OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION: Estimated Schedule**

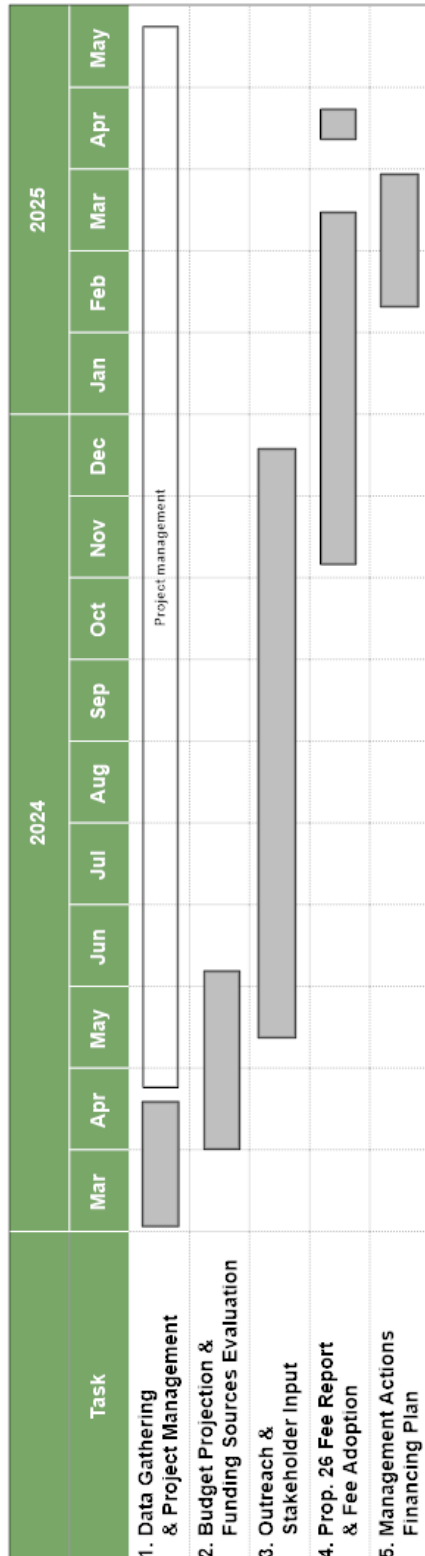
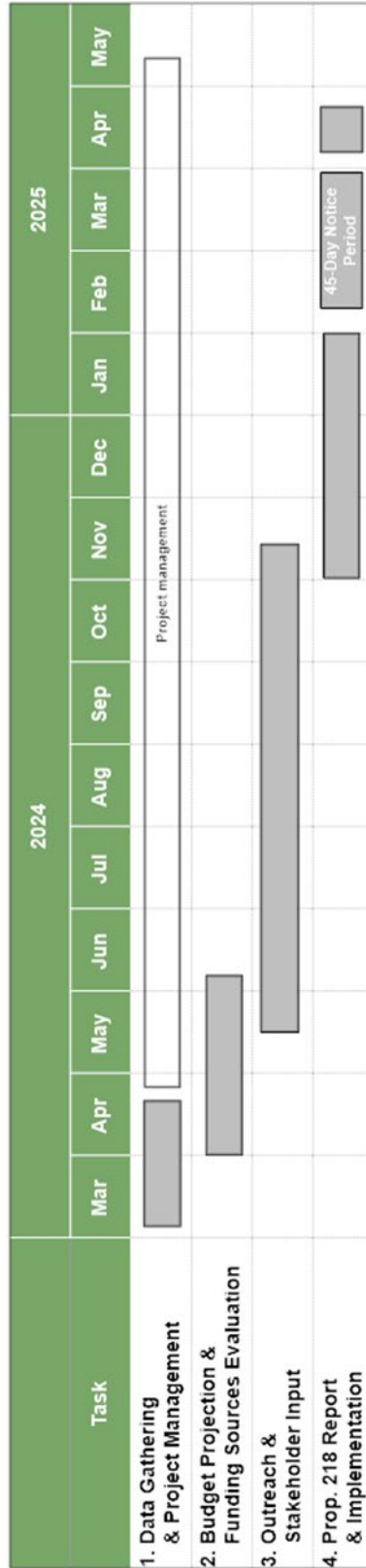


Figure 2
OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION



**ATTACHMENT III, EXHIBIT A:
CONTRACTOR Fee Schedule**

Billing Rates: The following hourly rates shall apply for services rendered by the Contractor and Rollins PR Consulting from January 1, 2024, through December 31, 2024:

- Principal (Catherine Hansford): \$205 per hour
- Associate: \$135 per hour
- Research Analyst: \$120 per hour
- Clerical: \$90 per hour
- Outreach Specialist (Schaelene Rollins): \$150 per hour
- Designer (Rashell Choo): \$100 per hour
- Advisor (Mark Foree): \$180 per hour

These rates are subject to adjustment beginning January 1, 2025. The parties will negotiate any changes to these rates in good faith.

KSN Inc. 2023 Fee Schedule:

**2023 FEE SCHEDULE
PREVAILING WAGE PROJECTS
Effective July 1, 2023**

Position	Rate
Principal Engineer	\$ 290.00
Associate Principal Engineer	\$ 275.00
Associate Engineer	\$ 265.00
Senior Engineer	\$ 240.00
Engineer III	\$ 230.00
Engineer II	\$ 215.00
Engineer I	\$ 200.00
Junior Engineer	\$ 165.00
Senior Project Manager	\$ 260.00
Project Manager	\$ 240.00
Assistant Project Manager II	\$ 225.00
Assistant Project Manager I	\$ 210.00
Grant Manager	\$ 185.00
Senior Surveyor	\$ 255.00
Surveyor	\$ 225.00
Assistant Surveyor	\$ 190.00
Field Crew PW-One Person & Vehicle	\$ 250.00
Field Crew PW-Two Person & Vehicle	\$ 365.00
Inspector (Office)	\$ 190.00
Inspector PW (Field) & Vehicle	\$ 235.00
GIS Manager	\$ 180.00
Technician/GIS/CAD Designer III	\$ 165.00
Technician/GIS/CAD Designer II	\$ 150.00
Technician/GIS/CAD Designer I	\$ 120.00
Project Coordinator IV	\$ 160.00
Project Coordinator III	\$ 130.00

Project Coordinator II	\$	115.00
Project Coordinator I	\$	100.00

Equipment	Hourly Rate
3D Point Cloud Workstation	\$ 25.00
GPS Receivers-Per Receiver Per Hour	\$ 25.00
Robotic Total Station	\$ 35.00
HDS Scanner	\$ 150.00
Boat	\$ 55.00

Expenses	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses (Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	Cost Plus 10%

Additional charges may apply for overtime services.

Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.

Hourly rates are subject to review and adjustment January 1st and July 1st of each year.

Direct Costs and Mileage Reimbursement: Direct costs incurred in connection with the provision of services hereunder will be billed at actual cost with no markup. Mileage will be reimbursed at the then-current federal rate.

Legal Matters: Any services rendered in connection with legal matters, including but not limited to the production of records, provision of testimony, or serving as an expert witness, shall be billed at 150% of the standard billing rates.

Payment Terms: The Contractor shall issue monthly invoices detailing services performed, the percentage of budget utilized, and any direct costs incurred. Payment is due upon receipt of each invoice, unless alternative terms are expressly agreed upon in writing. The Contractor reserves the right to reallocate budgets between tasks as necessary, provided that the total budget does not exceed the agreed-upon amount.

In the event services are requested beyond the scope outlined in this Agreement, the Contractor will submit a request for budget authorization prior to commencing such work. No additional services will be undertaken without explicit prior authorization.

Estimated Budget:

Budget Overview: The total estimated budget required for a comprehensive work plan and successful fee adoption under either Option A or Option B is \$138,000, as detailed in this cost proposal and illustrated in **Tables 1** (Option A) and **Table 2** (Option B). This estimate does not include direct outreach costs due to their highly variable nature.

Direct Outreach Costs: To ensure efficiency and potential cost savings, it is recommended that the GSA directly pay vendors for outreach materials rather than routing these expenses through the Contractor. Rollins PR will facilitate obtaining quotes from multiple vendors, or the GSA may opt to engage a vendor traditionally used by the County for potentially better rates. Direct outreach costs encompass printing, handling, postage, translation services, and the placement of notices in local newspapers. While the Contractor or Rollins PR can advance funds for these materials, such expenditures will require reimbursement and are not included in the \$138,000 budget.

Cost Estimate Assumptions: The provided County and GSA data will be in a functional format, requiring no special manipulation.

- The budget covers up to 14 meetings in the County for Option A and 15 meetings for Option B. Additional meetings will necessitate a supplementary budget request, unless funds can be reallocated from another task.
- The estimate does not cover the preparation of tax rolls and direct billing tasks scheduled for June and July 2025.
- Direct costs will include mileage (reimbursed at the current Federal rate), parking, printing, and meals exclusively during travel for meetings.
- All deliverables will be provided in electronic format.

Exclusion of Direct Outreach Costs: Detailed direct outreach costs, which include printing, mail services, postage for targeted direct mail pieces, translation of outreach materials, noticing in newspapers, and materials for public workshops, are excluded from the proposed budget. These costs vary significantly between Option A and Option B, with estimates provided in **Table 3**, ranging from \$33,000 for Option A to \$87,000 for Option B.

**Table 1
Option A Cost Estimate**

Task Description <i>Hourly Billing Rates</i>	HEC			Rollins PR			KSN			Total
	Principal \$205	Advisor \$180	Clerical \$90	Outreach \$150	Designer \$100	Associate Principal \$275	Engineer III \$230	GIS Manager \$180	GIS Specialist \$150	
1 Data Gathering & Project Management										
1.1 Project Management			14	8		6				\$4,110
1.2 Background & Policy Review	14			8						\$4,070
1.3 Data Collection & Mailing Database Preparation	8			16				16	40	\$12,920
2 Budget Projection & Funding Sources Evaluation										
2.1 Regulatory Program Budget Projection	8									\$1,640
2.2 Review of Other GSA Funding Mechanisms	14		6							\$3,410
2.4 Funding Mechanisms Options	40	10	8							\$10,720
3 Outreach & Stakeholder Input										
3.1 Outreach Plan	2			16						\$2,810
3.2 Develop Key Outreach Materials	8			32	25					\$8,940
3.3 Ad Hoc Committee & Stakeholder Meetings Prep.	30			50	8					\$14,450
3.4 Community Outreach Preparation	15			25	3					\$7,125
3.5 Media Relations				10						\$1,500
4 Prop. 26 Fee Study & Implementation										
4.1 Regulatory Fee Calculations & Report	48	6	16	4		4		10	60	\$24,860
4.2 Fee Adoption Support	10		6							\$2,590
5 Management Actions Financing Plan [1]										
5.1 Financing Plan for PMAs	23		4				8			\$6,915
6 Meetings										
6.1 Meetings in Butte County [2]	98			50						\$27,515
Total Staffing Cost Estimate (rounded)										\$133,600
Direct Costs for Trips										\$4,400
TOTAL PROPOSED BUDGET TRACK A										\$138,000

[1] This task is optional and budget dependent. The estimated cost for this task should first be considered as contingency for the fee study.

If any budget is remaining upon completion of the fee study, this task can be conducted.

[2] Budget estimate is for 14 meetings in Chico or elsewhere within the GSA management area. Includes meeting and travel time.

Preparation costs are included in tasks 1-4.

**Table 2
Option B Cost Estimate**

Task Description	HEC			Rollins PR			KSN			Total
	Principal \$205	Advisor \$180	Clerical \$90	Outreach \$150	Designer \$100	Associate Principal \$275	Engineer III \$230	GIS Manager \$180	Specialist II \$150	
1 Data Gathering & Project Management										
1.1 Project Management			14	8		6				\$4,110
1.2 Background & Policy Review	14			8						\$4,070
1.3 Data Collection & Mailing Database Preparation	8			16				16	40	\$12,920
2 Budget Projection & Funding Sources Evaluation										
2.1 Budget Projection	8									\$1,640
2.2 Review of Other GSA Funding Mechanisms	14		6							\$3,410
2.3 Funding Mechanisms Options	40	10	8							\$10,720
3 Outreach & Stakeholder Input										
3.1 Outreach Plan	2						16			\$2,810
3.2 Develop Key Outreach Materials	8			32	25					\$8,940
3.3 Ad Hoc Committee & Stakeholder Meetings Prep.	36			60	10					\$17,380
3.4 Community Outreach Preparation	15			25	3					\$1,500
3.5 Media Relations				10						
4 Proposition 218 Funding Program										
4.1 Cost of Service Study Report	72	8	20	6		4		10	60	\$30,800
4.2 Legal Notification & Fee Adoption Support	10		7	12	6					\$5,080
5 Meetings										
5.1 Meetings in Butte County [1]	105			55						\$29,775
Total Staffing Cost Estimate (rounded)										\$133,200
Direct Costs for Trips										\$4,800
TOTAL PROPOSED BUDGET TRACK B										\$138,000

[1] Budget estimate is for 15 meetings in Chico or elsewhere within the GSA management area. Includes meeting and travel time. Preparation costs are included in tasks 1-4.

**Table 3
Estimate of Direct Costs Excluded from Budget**

Outreach Direct Cost Item	Estimated Cost	Estimated Tax	Estimated Total
Fact Sheet/FAQ	TRACK A		
Translation	\$350	\$0	\$350
Subtotal	\$350	\$0	\$350
Targeted Direct Mail Notifications (1 mailing)/Database Mgmt			
Translation (\$.50/word/750-1,000 words per piece)	\$500	\$0	\$500
20,000 pieces postage & handling (\$1.20 each)	\$24,000	\$0	\$24,000
Printing based on 20,000 addresses (\$0.25 each)	\$5,000	\$438	\$5,438
Subtotal	\$29,500	\$438	\$29,938
Website Page (development/updates)	\$0	\$0	\$0
Public Workshops (1)			
Handouts/Boards	\$0	\$0	\$0
Interpreter and equipment	\$850	\$0	\$850
Refreshments/incidentals	\$200	\$0	\$200
Subtotal	\$1,050	\$0	\$1,050
Public Noticing			
Public Notice x 2 newspapers	\$700	\$0	\$700
Print Translation Service	\$350	\$0	\$350
Subtotal	\$1,050	\$0	\$1,050
ESTIMATED OUTREACH COSTS TRACK A			\$33,000
Fact Sheet/FAQ	TRACK B		
Translation	\$350	\$0	\$350
Subtotal	\$350	\$0	\$350
Targeted Direct Mail Notifications (1 mailing)/Database Mgmt			
Translation (\$.50/word/750-1,000 words per piece)	\$500	\$0	\$500
20,000 pieces postage & handling (\$1.20 each)	\$24,000	\$0	\$24,000
Printing based on 20,000 addresses (\$0.25 each)	\$5,000	\$438	\$5,438
Subtotal	\$29,500	\$438	\$29,938
Website Page (development/updates)	\$0	\$0	\$0
Public Workshops (2)			
Handouts/Boards	\$0	\$0	\$0
Interpreter and equipment	\$1,700	\$0	\$1,700
Refreshments/incidentals	\$400	\$0	\$400
Subtotal	\$2,100	\$0	\$2,100
Public Noticing			
Public Notice x 2 newspapers	\$700	\$0	\$700
Print Translation Service	\$350	\$0	\$350
Subtotal	\$1,050	\$0	\$1,050
Proposition 218 Notice			
35,900 pieces postage & handling (\$1.20 each)	\$43,080	\$0	\$43,080
Printing based on 35,900 addresses (\$0.24 each)	\$8,616	\$754	\$9,370
Public Notice x 2 newspapers	\$700	\$0	\$700
Print Translation Service	\$350	\$0	\$350
Subtotal	\$52,746	\$754	\$53,500
ESTIMATED OUTREACH COSTS TRACK B			\$87,000



**Vina
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: Agenda
Item Number

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

Contact: Christina Buck

Phone: 552-3593

Meeting Date: March 13, 2024

Regular Agenda

Department Summary:

An Award Notification letter from the California Department of Water Resources (DWR) was received October 2, 2023 informing the Vina GSA that the proposal, Vina Subbasin GSP Projects and Management Actions Implementation, was recommended for funding in the amount of \$5.535 million, conditioned upon the execution of a Grant Agreement between DWR and the Vina GSA. A Memo is attached that provides more background.

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

1. Subrecipient Agreement between the Vina GSA and Butte County with a term from October 4, 2022 thru April 15, 2026, not-to-exceed \$1,470,000.
2. Subrecipient Agreement between the Vina GSA and Agricultural Groundwater Users of Butte County (AGUBC) with a term from December 13, 2023 thru April 15, 2026, not-to-exceed \$395,000.
3. Contract with Larry Walker Associates for the completion of Component 2, GSP Updates, Data Gaps, and Outreach. The term of the contract is upon execution through April 15, 2026, not-to-exceed \$695,000.
4. Contract with Geosyntec Consultants for the completion of Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 4, Lindo Channel Surface Water Recharge Implementation. The term of the contract is upon execution through April 15, 2026, not-to-exceed \$1,037,000.

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

Staff Recommendation: Approve Contracts and Subrecipient Agreements and Authorize the Chair to sign.



MEMORANDUM

DATE: March 6, 2024

TO: Vina GSA Board

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

RE: SGM Grant Projects and Agreements

Background

In December 2022, the Vina GSA submitted a grant application to the Sustainable Groundwater Management (SGM) Grant Program to fund ten components for \$5.535 million. Applications were reviewed by the Department of Water Resources (DWR) Financial Branch and a draft award list was released in May 2023 that recommended funding for the full \$5.535 million to the Vina GSA for the work included in the application. An Award Notification letter from DWR was received October 2, 2023 informing the Vina GSA that the proposal, *Vina Subbasin GSP Projects and Management Actions Implementation*, was recommended for funding in the amount of \$5.535 million, conditioned upon the execution of a Grant Agreement between DWR and the Vina GSA.

Staff worked with DWR grant managers to revise the grant agreement Work Plan, Budget and Schedule in keeping with direction from the Vina GSA Board given at the August 23, 2023 Vina GSA Board meeting. This included consolidating the original ten Components from the grant application into seven. The grant agreement is currently awaiting approval of the Agreement Numbers/Funding Strips from the DWR Finance department and has not yet been fully executed. DWR provided an email on February 27, 2024 describing the status of the grant agreement and indicating they are working to finalize all remaining grant agreements, including ours by mid-March. The original Authorizing Resolution passed by the Vina GSA Board on November 9, 2022 authorizes Director Kamie Loeser to sign the agreement once it is received from DWR.

Staff has prepared Subrecipient Agreements per GSA Board direction on August 23, 2023 and December 13, 2023. The purpose of the Subrecipient Agreements is to expand the GSA's capacity to implement and successfully complete these grant funded activities. Butte County Department of Water and Resource Conservation will provide overall grant management and project management services to ensure all Components are conducted consistent with the DWR Grant Agreement and required reporting is submitted to DWR. In addition, Butte County will retain consultants to complete Components 5-*Surface Water Supply and Recharge Feasibility Study*, 6- *Interbasin Coordination, Modeling and Reporting*, and 7- *Outreach Program*. The Agricultural Groundwater Users of Butte County (AGUBC) will provide grant and project management services to the GSA, as outlined in the Subrecipient Agreement, for Components 3-*Demand Reduction Strategies in the*

Vina Subbasin and 5- Surface Water Supply and Recharge Feasibility Study. The AGUBC's established relationships with local stakeholders and landowners, current administration of the CDFR SWEEP Grant, and knowledge of the Vina Subbasin make them uniquely qualified to provide efficient and cost effective project management and technical assistance to Components 3 and 5.

Since the SGM grant program funding has a compact and firm deadline of April 2026 for project completion, staff has worked to line up contracts and agreements in parallel with the execution of the grant agreement so projects can get started as soon as possible. As such, the Vina GSA released a Request for Proposals on November 27, 2023 and two proposals were received. The proposals were reviewed by a committee of Member Agency staff (Water and Resource Conservation, City of Chico), a representative from Rock Creek Reclamation District GSA, and a representative from the AGUBC. The review committee unanimously recommended the Vina GSA enter into a contract with Larry Walker Associates for Component 2 and Geosyntec Consultants for Components 3 and 4 based on firm capabilities, experience, references, schedule, and cost.

The table on the following page outlines the anticipated roles of the Vina GSA, Butte County, and AGUBC for each Component. The Work Plans in the Subrecipient agreements outline the specifics of these roles.

Recommendation

1. Staff recommends approving the Subrecipient Agreement between the Vina GSA and Butte County with a term from October 4, 2022 thru April 15, 2026, not-to-exceed \$1,470,000.
2. Staff recommends approving the Subrecipient Agreement between the Vina GSA and AGUBC with a term from December 13, 2023 thru April 15, 2026, not-to-exceed \$395,000.
3. Staff recommends entering into a contract with Larry Walker Associates for the completion of Component 2, *GSP Updates, Data Gaps, and Outreach*. The term of the contract is upon execution through April 15, 2026, not-to-exceed \$695,000.
4. Staff recommends entering into a contract with Geosyntec Consultants, Inc. for the completion of Component 3, *Demand Reduction Strategies in the Vina Subbasin*, and Component 4, *Lindo Channel Surface Water Recharge Implementation*. The term of the contract is upon execution through April 15, 2026, not-to-exceed \$1,037,000.

Attachments

1. DWR Email received February 27, 2024



Water and Resource Conservation

Kamie N. Loeser, Director

308 Nelson Avenue
Oroville, California 95965

T: 530.552.3595
F: 530.538.3807

buttecounty.net/waterresourceconservation
bcwater@buttecounty.net

Summary of Roles and Responsibilities for SGM Grant Components

	Components	Vina GSA	Butte County	AGUBC
1	Grant Administration	Support	Overall Project & Grant Management Responsibility	Support
2	GSP Updates, Data Gaps, and Outreach	Retain Consultants	Project & Grant Management (C1)*. Provide subject matter expertise and technical assistance.	Not Involved
3	Demand Reduction Strategies in the Vina Subbasin	Retain Consultants. Support Implementation tasks	Advisory	Project & Grant Management. Technical Assistance and Outreach Lead.
4	Lindo Channel Surface Water Recharge Implementation	Retain Consultants	Project & Grant Management (C1) Advisory.	Not Involved
5	Surface Water Supply and Recharge Feasibility Study	Retain contractor for Legal Implications Analysis.	Project & Grant Management. Retain Consultants	Project & Grant Management Support. Technical Assistance and Outreach support.
6	Interbasin Coordination, Modeling and Reporting	Retain Consultants for Fee Study.	Project & Grant Management (C1). Retain Consultants. Technical Assistance.	Not Involved
7	Outreach Program	Technical Assistance and Support.	Project & Grant Management (C1). Retain Consultants.	Advisory

* (C1) indicates that funding for project and grant management comes from Component 1 budget.

AGUBC- Agricultural Groundwater Users of Butte County, a 501(c)(6) non-profit corporation

Buck, Christina

From: Boyt, Jessica@DWR <Jessica.Boyt@water.ca.gov>
Sent: Tuesday, February 27, 2024 2:57 PM
To: Buck, Christina
Subject: Status of your SGMA Round 2 Grant Agreement

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

Dear Vina Groundwater Sustainability Agency,

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

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

In the meantime, we highly recommend that you begin work under your Grant Agreement, knowing you can invoice for these activities if the costs are eligible as outlined in the Grant Agreement, Guidelines, and PSP. It is also recommended that you work on getting your initial invoice(s) prepared and ready to invoice immediately after the Grant Agreement is executed. Your first invoice can end either December 31, 2023 or March 31, 2024. We will need to have those invoices all processed before the end of April, prior to the close of the State fiscal year which will be discussed in more detail in a follow up email.

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

Follow up email:

“IMPORTANT: FISCAL YEAR-END INVOICE DEADLINE RE: GRANT AGREEMENT NO.

*In order for DWR to meet the State Controller’s Office deadlines for year-end financial reporting and ensure invoice payments can be processed in a timely manner, please **submit invoices you need processed in this fiscal year by April 12, 2024**. If invoices are not received by April 12, 2024, payments may be delayed while the State year-end accounting reporting processes are completed and until such time as DWR can resume paying invoices. “*

Best regards,

Jessica Boyt
Senior Environmental Scientist -Specialist
Region Office Lead - Grants

Department of Water Resources
Northern Region Office
2440 Main Street Red Bluff, CA 96080
(530) 868-8054
Jessica.Boyt@water.ca.gov



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

**TO CONDUCT PROJECT AND GRANT MANAGEMENT SERVICES, RETAIN AND MANAGE
CONSULTANTS AND PROVIDE TECHNICAL ASSISTANCE TO COMPLETE GRANT
COMPONENTS AND TASKS ON BEHALF OF THE VINA GSA**

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

THIS AGREEMENT is entered into on this 13th day of March, 2024 by and between the **Vina Groundwater Sustainability Agency**, a public agency in the State of California (herein referred to as the "Vina GSA"), and the **County of Butte**, a political subdivision of the State of California, (herein referred to as the "Subrecipient").

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

WHEREAS, the Vina GSA was formed through a Joint Powers Agreement (JPA) between three member agencies: the City of Chico, Durham Irrigation District, and Butte County.

WHEREAS, there are two GSAs in the Vina Subbasin – the Vina GSA and the Rock Creek Reclamation District GSA (RCRD GSA). Through a Cooperation Agreement, the two GSAs prepared a joint Groundwater Sustainability Plan (GSP) and cooperate in the work of the GSAs and the management of the Vina Subbasin.

WHEREAS, together the GSAs developed and adopted a single GSP for the Vina Subbasin in December 2021. The GSP was approved by DWR through a Determination Letter on July 27, 2023.

WHEREAS, in December 2022, the Vina GSA submitted a grant application to the SGM Grant Program to fund ten components for \$5,535,000 on behalf of the GSAs and member agencies.

WHEREAS, applications were reviewed by the DWR Financial Branch and a final award list was released in September 2023 that recommended funding for the full \$5,535,000 to the Vina GSA for the work included in the grant application.

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

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

WHEREAS, the Vina GSA wishes to engage the Subrecipient to conduct grant and project management services, retain and manage consultants, and provide technical assistance to complete deliverables of the Project consistent with the Work Plan in Exhibit A.

WHEREAS, as a member agency responsible for developing policy and implementing projects related to water and resource conservation within Butte County, the Subrecipient has specialized knowledge and project management experience that shall assist in the successful implementation of Components 1, 2, 4, 5, 6, and 7, and the Vina GSA wishes to further augment its capacity to successfully complete the deliverables of these six components.

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

1. PURPOSE

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

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

Component 2, GSP Updates, Data Gaps, and Outreach. Subrecipient shall provide grant and project management services and provide technical assistance and subject matter expertise consistent with the Work Plan described in Exhibit A.

Component 4, Lindo Channel Surface Water Recharge Implementation. Subrecipient shall provide limited grant and project management services consistent with the Work Plan described in Exhibit A.

Component 5, Surface Water Supply and Recharge Feasibility Study. Subrecipient shall provide grant and project management services and retain and manage consultants to complete deliverables consistent with the Work Plan described in Exhibit A.

Component 6, Interbasin Coordination, Modeling, and Reporting. Subrecipient shall provide grant and project management services, retain and manage consultants, and provide technical assistance to complete deliverables consistent with the Work Plan described in Exhibit A.

Component 7, Outreach Program. Subrecipient shall provide grant and project management services and retain and manage consultants to complete deliverables consistent with the Work Plan described in Exhibit A.

2. TERM OF SUBRECIPIENT AGREEMENT

The term of this Agreement shall begin on October 4, 2022, and end on April 15, 2026, or when the Parties' obligations under this agreement are fully satisfied, whichever occurs earlier.

3. AMOUNT

The Vina GSA shall reimburse Subrecipient not more than \$1,470,000 for professional services rendered in association with the terms of this agreement. Any additional costs are the responsibility of the Subrecipient.

4. BASIC CONDITIONS

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

- a. Documentation: For the term of this Agreement, the Subrecipient submits Invoice Progress Reports, associated monthly invoices, and all invoice backup documentation by deadlines specified on the Deliverable Due Date Schedule to be provided by the Vina GSA within 60 days of the execution of this agreement and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
- b. Levels of Accomplishment: Goals and Performance Measures: Subrecipient agrees to provide the levels of program services as detailed above under Purpose and in Exhibit A, Work Plan. Subrecipient agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged communities and/or Tribes.
- c. Performance Monitoring: The Vina GSA will monitor the performance of Subrecipient against goals and performance standards stated above. Substandard performance as determined by the Vina GSA will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within ninety (90) days after being notified by the Vina GSA, contract suspension or termination procedures shall be initiated.
- d. Compliance with Standard Conditions: Subrecipient must adhere to all applicable standard conditions stated in DWR Grant Agreement between the Vina GSA and DWR, as contained herein in Exhibit D. Violation of any of the terms may result in the contract suspension or termination of this Agreement between the Vina GSA and Subrecipient.

5. DISBURSEMENT OF FUNDS

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

6. ELIGIBLE PROJECT COST

The Subrecipient shall apply funds received from the Vina GSA only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of project management activities, studies,

engineering, design, land and easement acquisition, and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after October 4, 2022 shall be eligible for reimbursement.

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

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

7. METHOD OF PAYMENT

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

documentation curing the deficiency(ies), the Vina GSA will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Subrecipient shall include the following information:

- a. Costs incurred for work performed in implementing the Work Plan during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Subrecipient must provide justification within the associated Invoice Progress Report.
- b. Invoices shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the Vina GSA's funding amount, as depicted in Paragraph 3, "Amount."
 - v. Signature and date of the Subrecipient's Project Representative.

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

8. WITHHOLDING OF DISBURSEMENTS BY THE VINA GSA

If the Vina GSA determines that a project is not being implemented in accordance with the provisions of this Agreement, or that the Subrecipient has failed in any other respect to comply with the provisions of this Agreement, and if the Subrecipient does not remedy any such failure to the Vina GSA's satisfaction, the Vina GSA may withhold from the Subrecipient all or any portion of the Vina GSA funding and take any other action that it deems necessary to protect its interests. Where a portion of the Vina GSA funding has been disbursed to the Subrecipient and the Vina GSA notifies the Subrecipient of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion of any funds disbursed but not released shall thereafter be repaid immediately at the time the Vina GSA notifies the Subrecipient, as directed by the Vina GSA. The Vina GSA may consider the Subrecipient's refusal to repay the requested disbursed amount a contract

breach subject to the default provisions in Paragraph 9. If the Vina GSA notifies the Subrecipient of its decision to withhold the entire funding amount from the Subrecipient pursuant to this Paragraph, this Agreement shall terminate upon receipt of such notice by the Subrecipient, and the Vina GSA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS

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

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

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

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

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

10. CONTINUING ELIGIBILITY

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

11. NOTIFICATION OF VINA GSA

The Subrecipient shall promptly notify the Vina GSA, in writing, of the following items:

- a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Subrecipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the Vina GSA and the Vina GSA has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- b. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the Vina GSA's representatives. The Subrecipient shall make such notification at least fifteen (15) calendar days prior to the event.
- c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Subrecipient agrees that all work in the area of the find will cease until the Vina GSA has determined what actions should be taken to protect and preserve the resource.
- d. The initiation of any litigation or the threat of litigation against the Subrecipient regarding the Project or that may affect the Project in any way.

12. NOTICES

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

- a. By delivery in person.
- b. By certified U.S. mail, return receipt requested, postage prepaid.

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

13. PROJECT REPRESENTATIVES

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

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

Vina Groundwater Sustainability Agency

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

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

14. STANDARD PROVISIONS AND INTEGRATION

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

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

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

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

SUBRECIPIENT
BUTTE COUNTY DEPARTMENT OF
WATER AND RESOURCE CONSERVATION

VINA GROUNDWATER SUSTAINABILITY
AGENCY

Tod Kimmelshue
Chair, Board of Supervisors Date

Chair, Vina GSA Date

REVIEWED FOR CONTRACT POLICY
COMPLIANCE
General Services Contracts Division

Approved as to Legal Form and Sufficiency

By _____

Valerie Kincaid
Vina GSA Legal Counsel

APPROVED AS TO FORM
BRAD J. STEPHENS
BUTTE COUNTY COUNSEL

By _____

EXHIBIT A

WORK PLAN

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

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

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

Subrecipient shall:

- Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of [DWR Grant Agreement](#) (Exhibit D of this Agreement). Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.
- Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the [DWR Grant Agreement](#). No invoices will be reviewed or processed by Grantee until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the [DWR Grant Agreement](#) to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR’s Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager’s comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

1. EIF
2. Deliverable due date schedule
3. Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation for the following Components as described in Exhibit D.

Component 2: GSP Updates, Data Gaps, and Outreach

Component 4: Lindo Channel Surface Water Recharge
Component 5: Surface Water Supply and Recharge Feasibility Study
Component 6: Inter-basin Coordination, Modeling and Reporting
Component 7: Outreach Program

4. Draft and Final Component Completion Reports for Components 1,2,4,5,6 and 7
5. Draft and Final Grant Completion Reports
6. Submission of all required grant reporting documentation to DWR

COMPONENT 2: GSP UPDATES, DATA GAPS, AND OUTREACH

Technical work of Component 2 will be completed by GSA Consultants. Subrecipient shall manage the project to meet the reporting requirements of the grant and ensure all deliverables specified in the Grant Agreement in Exhibit D are completed by GSA Consultant and submitted to DWR.

Category (d): Monitoring / Assessment

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

- Task 4: Response to DWR GSP Determination
- Task 5: Draft Periodic Evaluation of the GSP
- Task 6: Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water Sustainable Management Criteria
- Task 7: Domestic Well Survey
- Task 8: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment
- Task 9: Community Monitoring and Dry Well Data and Visualization

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

Deliverables:

1. Provide written comments on draft GSP Amendments (Task 4)
2. Provide written comments to GSA Consultant on Draft Periodic Evaluation document (Task 5)
3. Provide written comments to GSA Consultant on Task 6 Technical Memo

COMPONENT 4: LINDO CHANNEL SURFACE WATER RECHARGE IMPLEMENTATION

Technical work of Component 2 will be completed by GSA Consultants. Subrecipient shall manage the project to meet the reporting requirements of the grant and ensure all deliverables specified in the Grant Agreement in Exhibit D are completed by GSA Consultant and submitted to DWR.

COMPONENT 5: Surface Water Supply and Recharge Feasibility Study

Component 5, Agricultural Surface Water Supplies Feasibility Analysis, focuses on assessing the feasibility of potential water sources and required infrastructure to expand the use of surface water use for irrigation in the Vina Subbasin. Component 5 also consists of performance of a feasibility analysis to design and implement a phased groundwater recharge plan that considers previous studies and efforts to determine the most efficient and effective path forward to increase recharge in the Vina subbasin.

Category (a): Component Administration

Subrecipient shall provide grant management services, retain and manage consultants, and provide technical assistance to ensure deliverables for the following Tasks are completed and submitted to DWR as specified in Exhibit D:

- Task 1: Water Supply Project Feasibility Analysis
- Task 2: Recharge Project Identification and Feasibility Analysis
- Task 3: Groundwater Recharge Investigation and Implementation

Task 4: Legal Implications of Recharge Analysis will be contracted, managed, and completed by the GSA.

Deliverables:

1. Component reporting to be included in Quarterly Progress Reports and Invoices
2. Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Subrecipient shall retain and manage consultants to complete the following work:

Task 1: Water Supply Project Feasibility Analysis

- Develop a conceptual water supply projects list and perform initial screening by conducting a fatal flaws analysis. Select two most promising projects in consultation with interested parties and GSAs.
- Identify and evaluate water conveyance and place of use options, environmental concerns, financing options, and water rights concerns. Develop reconnaissance-level project designs and cost estimates. Quantify cost-benefit ratio of projects in terms of dollars per acre-foot (\$/AF). Develop feasibility report for two projects analyzed.

Deliverables:

1. Summary of all projects considered
2. Feasibility Analysis report

Task 2: Recharge Project Identification and Feasibility Analysis

- Obtain information from stakeholders regarding potential recharge projects that could be completed within the short term.
- Review proposed projects within the Vina Subbasin GSP and existing studies.
- Review the results of the airborne electromagnetic (AEM) survey conducted in the Subbasin.

- Conduct site visits and outreach with project proponents, landowners, and relevant water purveyors to gather additional details, discuss feasibility for conducting recharge.
- Conduct a cost-benefit analysis that assesses access to water supplies, water rights, conveyance, costs, reliability, average recharge potential (acre-feet), geographical zones of benefit, and beneficiaries of groundwater recharge, monitoring costs, and operation and maintenance costs.

Deliverables:

1. Technical Memo

Task 3: Groundwater Recharge Investigation and Implementation

- Investigate groundwater recharge performance to identify the groundwater recharge potential at selected site from feasibility analysis.
- Perform field tests that may include a towed electromagnetic system (tTEM) or equivalent geophysical method survey, cone penetrating tests (CPT), exploratory borings, and collection of groundwater and soil samples for physical and chemical testing.
- Implement groundwater recharge pilot project, if feasible.

Deliverables:

1. Groundwater Recharge Investigation Report
2. Pilot Project Implementation Report

Category (e): Engagement / Outreach

Subrecipient shall retain and manage consultants to complete the following work:

Task 5: Project Outreach and Coordination

- Plan and facilitate project feasibility meetings for identified recharge and water supply projects.
- Develop education and outreach materials to educate regional and county decision makers and the public about the objectives, progress, and results of the groundwater recharge assessments and designs and water supply projects.

Deliverables:

1. Outreach materials
2. Meeting agendas

COMPONENT 6: Inter-basin Coordination, Modeling and Reporting

Component 6 includes the development of a funding plan, the preparation of annual reports, technical analysis of GSPs along the Sacramento River Corridor to support Inter-basin Coordination, and integrated-groundwater surface water modeling work.

Category (a): Component Administration

Subrecipient shall provide grant management services, retain and manage consultants, and provide technical assistance to ensure deliverables for the following Tasks are completed and submitted to DWR.

Task 2: Prepare Annual Reports

Task 3: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

Task 4: Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation

Task 1: Conduct a Fee Study for Long-term Financing of the Vina GSA will be contracted, managed, and completed by the GSA.

Deliverables:

1. Component reporting to be included in Quarterly Progress Reports and Invoices
2. Draft and Final Component Completion Reports

Category (d): Monitoring / Assessment

Subrecipient shall provide grant management services, retain and manage consultants, and provide technical assistance to complete the following work:

Task 2: Prepare Annual Reports

- Prepare four (4) annual reports, as required by DWR, during the life of the grant, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status.

Deliverables:

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

Task 3: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

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

Deliverables:

1. Technical Memo

Task 4: Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation

- Activities may include updating the Butte Basin Groundwater Model (BBGM) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget, to improve understanding of the hydrogeology, inform future refinements to the hydrogeologic conceptual model, help identify potential areas for recharge, or quantify benefits of potential implementation projects.
- Plan to incorporate data from DWR's Airborne Electromagnetic surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions.
- Address potential model limitations identified in the GSP including the need for additional hydrogeological conceptualization and incorporating future data into model calibration.

- Use of other existing modeling tools may also be warranted such as C2VSIM-FG or SVSIM.

Deliverables:

1. Technical Memo

COMPONENT 7: Outreach Program

Component 7 will support an Outreach Program by the GSA to communicate subbasin conditions, GSP development and implementation, and to create education and outreach materials that support and encourage public engagement in all other Components.

Category (e): Outreach and Education Program

Subrecipient shall provide grant and project management services and retain and manage consultants to complete the following work:

Outreach and Education Program

- Perform stakeholder outreach and engagement through development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps and develop projects and management actions.
- Conduct workshops and working group meetings to gain public input. This may include meetings of the Vina Stakeholder Advisory Committee, the GSA Board, public workshops and dissemination of information electronically or in hard copy form, as appropriate.

Deliverables:

1. Meeting agendas
2. Outreach materials

EXHIBIT B

BUDGET

Components	Department Staff	Consultants / Contingency	Total
Component 1: Grant Administration			
(a) Grant/Component Administration	\$ 200,000	\$ -	\$ 200,000
Totals	\$ 200,000	\$ -	\$ 200,000
Component 2: GSP Updates, Data Gaps, and Outreach			
(d) Monitoring / Assessment	\$ 100,000	\$ -	\$ 100,000
Totals	\$ 100,000	\$ -	\$ 100,000
Component 5: Surface Water Supply and Recharge Feasibility Study			
(a) Administration and Management	\$ 25,000	\$ -	\$ 25,000
(b) Water Supply Project Feasibility Analysis			
(b) Recharge Project Identification and Feasibility Analysis	\$ -	\$ 575,000	\$ 575,000
(b) Groundwater Recharge Investigation and Implementation			
(e) Project Outreach and Coordination	\$ -	\$ 25,000	\$ 25,000
Totals	\$ 25,000	\$ 600,000	\$ 625,000
Component 6: Interbasin Coordination, Modeling and Reporting			
(d) Prepare Annual Reports (2022, 2023, 2024, 2025)	\$ 20,000	\$ 140,000	\$ 160,000
(d) Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs	\$ -	\$ 190,000	\$ 190,000
(d) Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation	\$ -	\$ 50,000	\$ 50,000
Totals	\$ 20,000	\$ 380,000	\$ 400,000
Component 7: Outreach Program			
(e) Outreach and Education Program	\$ -	\$ 145,000	\$ 145,000
Totals	\$ -	\$ 145,000	\$ 145,000
Totals	\$ 345,000	\$ 1,125,000	\$ 1,470,000

Any indirect costs charged shall be consistent with the conditions of Paragraph 6 (h) of this Agreement. Any amendments to the budget shall be approved in writing by both the Vina GSA and the Subrecipient.

EXHIBIT C
SCHEDULE

Categories	Start Date ¹	End Date ¹
Component 1: Grant Administration	10/4/2022	04/15/2026
(a) Grant Agreement Administration	10/4/2022	04/15/2026
Component 2: GSP Updates, Data Gaps, and Outreach	10/4/2022	4/15/2026
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	10/4/2022	4/15/2026
(e) Education / Outreach	N/A	N/A
(a) Grant Agreement Administration	N/A	N/A
Component 5: Surface Water Supply and Recharge Feasibility Study	10/4/2022	4/15/2026
(a) Grant Agreement Administration	10/4/2022	4/15/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
Component 6: Inter-basin Coordination, Modeling and Reporting	10/4/2022	4/15/2026
(a) Grant Agreement Administration	N/A	N/A
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	10/4/2022	4/15/2026
(e) Education / Outreach	N/A	N/A

NOTES:

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

EXHIBIT D

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
VINA GROUNDWATER SUSTAINABILITY AGENCY**

AGREEMENT NUMBER < _____ >

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

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

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the Vina Subbasin GSP Projects and Management Actions Implementation (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSP or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 1, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$5,535,000. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g., submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan."
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:

- i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
- ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and
 - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

- iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."
5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
 6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or spending plan.

- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
 - C. Operation and maintenance costs, including post-construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supplies.
 - G. Replacement of existing funding sources.
 - H. Travel and per diem costs, except for mileage.
 - I. Support of existing agency requirements and mandates.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Meals, food items, or refreshments.
 - L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
 - M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, training, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions," are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g., submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

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

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Michael Parker at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to michael.parker@water.ca.gov. All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision

not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee, and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 - i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
 - B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
 - A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - B. Terminate any obligation to make future payments to the Grantee.
 - C. Terminate the Grant Agreement.
 - D. Take any other action that it deems necessary to protect its interests.

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

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

Progress Report should be submitted to the State no later than APRIL 30, 2024, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

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

efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan," a Monitoring Plan shall be submitted to the State prior to the disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding the preservation of the resource and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar

days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

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

Vina Groundwater Sustainability Agency
Kamie Loeser
Director, Butte County
308 Nelson Ave.
Oroville, CA 95965
Phone: (530) 552-3595
Email: kloeser@buttecounty.net

Direct all inquiries to the Grant Manager:

Department of Water Resources
Michael Parker
Engineering Geologist
2440 Main Street
Red Bluff, CA 96080
Phone: (530) 317-8551
Email: michael.parker@water.ca.gov

Vina Groundwater Sustainability Agency
Christina Buck
Assistant Director, Butte County
308 Nelson Ave.
Oroville, CA 95965
Phone: (530) 552-3593
Email: cbuck@buttecounty.net

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

VINA GROUNDWATER SUSTAINABILITY
AGENCY

Arthur Hinojosa
Manager, Division of Regional Assistance

Kamie Loeser, Director

Date _____

Date _____

Approved as to Legal Form and Sufficiency

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

Date _____

Exhibit A

WORK PLAN

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

Project Description: This Work Plan will make progress on GSP implementation actions that advance groundwater sustainability in the Vina Subbasin. This proposal includes three categories of activities that will work toward monitoring and eliminating the 10,000 acre-feet (AF) of estimated overdraft per year. Activities include: 1) required GSP implementation tasks such as reporting, responding to DWR GSP determination, continued stakeholder outreach, groundwater model updates, financing strategies, and filling data gaps; 2) improving the monitoring network and developing a domestic well inventory; and 3) implementation of pilot projects for recharge, agricultural irrigation efficiency, and reduced groundwater demand. The Work Plan includes seven Components:

- Component 1: Grant Agreement Administration
- Component 2: GSP Updates, Data Gaps, and Outreach
- Component 3: Demand Reduction Strategies in the Vina Subbasin
- Component 4: Lindo Channel Surface Water Recharge
- Component 5: Surface Water Supply and Recharge Feasibility Study
- Component 6: Inter-basin Coordination, Modeling and Reporting
- Component 7: Outreach Program

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

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

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

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

listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

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

COMPONENT 2: GSP UPDATES, DATA GAPS, AND OUTREACH

Component 2 consists of the installation of monitoring sites and dedicated monitoring equipment, to expand the understanding of basin conditions in the Vina subbasin and address data gaps as identified in the Groundwater Sustainability Plan (GSP). In aggregate, project tasks will help expand the understanding of the hydrogeology and hydrology in the Subbasin to support updates to the GSP and successful management of the subbasin.

Additionally, the project focuses on improving the understanding of the domestic well conditions in the Subbasin by performing an in-depth review of the domestic wells in the Subbasin and by creating a Community Monitoring Program with dry well tracking. In aggregate, project tasks will help expand the understanding of the domestic well conditions in the Subbasin.

The project includes preparation of the five-year GSP Periodic Evaluation and tasks to address recommended corrective actions identified by DWR in the Determination Letter for the Vina GSP.

The public and interested parties will be informed of the activities associated with this project through regular Stakeholder Advisory Committee Meetings, meetings of the GSA Boards, public workshops, and regular email correspondence to the interested parties list, similar to the approach taken during GSP development. In addition, targeted outreach will be conducted to stakeholders near and around the monitoring sites.

Category (a): Component Administration

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

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

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Landowner Access Agreement/Site Access

Acquire landowner access agreement(s) required to install monitoring wells, piezometers, and stream gages if applicable. Any access agreements obtained pursuant to this Agreement shall allow for adequate long-term, access for construction and maintenance of the well, piezometer, or stream gage.

Deliverables:

- Landowner access agreement(s)

Task 2: Multi-Completion Monitoring Wells, Shallow Wells, and Stream Gages Planning

Conduct planning and design activities associated with the multi-completion monitoring well installation, shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, and the final number of completions to be included in each monitoring well. Acquire the necessary permits required for the installation of the wells, piezometers, and gages.

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

Construction may not begin, and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency

obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement.

Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its

environmental clearance shall not be reimbursed, and any such amounts shall be deducted from the total Grant

Amount in Paragraph 3.

Obtain any additional permits, as required.

Deliverables:

- Map of approved locations for monitoring wells, piezometers, and gages.
- 100% Design, plans, and specifications, if applicable
- Awarded contracts, if applicable
- Required environmental documentation for CEQA compliance, if applicable
- Copies of required permits, if applicable

Category (c): Implementation / Construction

Task 3: Multi-Completion Monitoring Wells, Shallow Wells, and Stream Gages Installation

Install a minimum of one (1) multi-completion monitoring wells. Install a minimum of two (2) vertical zones per well. Assess the HCM to decide the number of screen intervals, water conditions, well locations, water trends and conditions, and access agreements. Install a minimum of three (3) new surface water flow monitoring sites. Install each stream gage with three (3) new shallow monitoring wells. Assess the hydrogeologic conceptual model (HCM) to decide the final well design, including the depth and distance of the wells from stream gages, water conditions, data gaps, water trends and conditions, and access agreements.

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

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

Deliverables:

- Well completion reports
- Bid documents
- Notice of award
- Notice to proceed
- Photos of completed wells
- Well permits, if applicable
- Surface and groundwater monitoring site summary report

Category (d): Monitoring / Assessment

Task 4: Response to DWR GSP Determination

Modify the GSP, as required, in response to DWR's determination letter received in July 2023. Draft Amended GSP will be made available for public review and comment.

Deliverables:

- Draft Amended GSP

Task 5: Draft Periodic Evaluation of the GSP

Develop the Periodic Evaluation to accompany the amended GSP for submittal to DWR before January 2027 as part of the required 5-year Periodic Evaluation. The draft Periodic Evaluation will be made available for public review and comment.

Deliverables:

- Draft GSP Periodic Evaluation
- Board meeting presentations on GSP evaluations

Task 6: Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water Sustainable Management Criteria

Refine the sustainable management criteria for Interconnected Surface Water to address expected DWR comments on the Vina GSP related to the technical approach for the use of groundwater levels as proxies for measurable objectives and minimum thresholds in GSP. Use new data to fill initial data and develop a refined approach to set the Interconnected Surface Water SMC for the updated GSP.

Deliverables:

- Technical Memo or Updated Chapter in GSP

Task 7: Domestic Well Survey

Perform a desktop survey of existing domestic well datasets to identify wells with poor construction information and wells with a high potential to go dry. Conduct a field visit to the wells identified and confirm use status. Perform well video surveys on wells in use with poor construction information. Update the current dataset of domestic wells with the results of the survey, including active domestic wells and their construction information.

Deliverables:

- Technical Memo

Task 8: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment

Create a monitoring program plan for domestic well owners that will include methods for outreach and engagement, identifying and meeting education needs, identifying methods for data management, and how the plan will be implemented. Purchase necessary monitoring equipment to track water levels in 8 domestic wells. Engage with domestic well owners who have volunteered to participate and install equipment necessary for monitoring.

Deliverables:

- Map of installed equipment
- Summary of well characteristics

Task 9: Community Monitoring and Dry Well Data and Visualization

Enhance the existing Data management System (DMS) to house the water levels collected as part of the community monitoring program and to track dry wells. Include the capability for the DMS to report on the status of subbasin sustainability for interested parties. Develop a system for verifiably reporting and tracking dry wells. Create a user interface with new or existing front-end software needed to visually communicate the water levels and dry wells.

Deliverables:

- Screenshot of updated DMS

Category (e): Engagement / Outreach

Task 10: Community Monitoring Program Engagement and Education

Perform public engagement through workshops designed to educate participants in the community monitoring program and how to use the installed monitoring equipment including

how to upload the data to the DMS. Inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Workshop agenda and information materials

COMPONENT 3: DEMAND REDUCTION STRATEGIES IN THE VINA SUBBASIN

Component 3 will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (*i.e.*, evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring. This component will leverage education and outreach, a feasibility study involving the piloting of innovative irrigation technologies, and the development of a precision irrigation implementation plan to improve ET-based water management at a broader scale in the Vina Subbasin. Additionally, a program for demand-side intervention aimed at extending the fallowing period of an orchard from one to two years during orchard replacement will reduce consumptive use (*i.e.*, evapotranspiration or ET) of groundwater. The reductions in ET are obtained by having one or two additional low ET years at the beginning of the orchard life cycle.

Category (a): Component Administration

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

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

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Develop Extend Orchard Replacement Pilot Program

Quantify potential water savings and required costs for implementing the Extend Orchard Replacement Program. Develop a pilot project plan after costs and benefits are known.

Deliverables:

- Technical Memo

Task 2: Precision Irrigation Pilot Program Design

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

Deliverables:

- Technical Memo

Category (c): Implementation / Construction

Task 3: Implement Extend Orchard Replacement Pilot Program

Implement a two-year pilot project based on the pilot project plan. Identify willing growers and lands for pilot implementation.

Deliverables:

- Map of Participating Parcels
- Summary of Participants

Task 4: Implement Precision Irrigation Pilot Program

Implement precision irrigation pilot program together with agricultural and academic partners. Disseminate remotely sensed ET data to Vina Subbasin agricultural interested parties within the Vina Subbasin.

Deliverables:

- Map of Participating Parcels
- Summary of Participants

Category (d): Monitoring / Assessment

Task 5: Monitor and Assess Extend Orchard Replacement Program

Monitor fallowed fields to quantify reductions in ET. Analyze the results of the extended orchard replacement pilot program. Quantify subbasin-wide opportunities for reductions in ET from the program. Add monitoring data to the DMS and summarize in annual reports.

Deliverables:

- Technical Memo

Task 6: Monitor and Assess Precision Irrigation Pilot Program

Analyze results of precision irrigation pilot programs from both a technical and interested party perspective. Quantify subbasin-wide opportunities for reductions in ET from precision irrigation. Make recommendations for future applications.

Deliverables:

- Precision Irrigation Results and Opportunities Technical Memo

Category (e): Engagement / Outreach

Task 7: Outreach Program

Facilitate interested party kick-off meeting to describe the program. Develop education and outreach materials, including videos on the Extended Orchard Replacement Program and Precision Irrigation Pilot Program. Plan and implement education and outreach events related to the program targeting growers, URCs, SDACs, and youth.

Deliverables:

- Outreach materials
- Meeting agendas

COMPONENT 4: LINDO CHANNEL SURFACE WATER RECHARGE IMPLEMENTATION

Component 4 will provide multiple benefits to the area in the City of Chico that is experiencing groundwater level declines by supporting increased groundwater recharge while reducing potential flooding within the City. Recharging excess flows from Big Chico Creek via the unlined, natural Lindo Channel will help improve groundwater levels for domestic well users and support Big Chico Creek groundwater-dependent ecosystems. Monitoring wells will be installed near the Lindo Channel to assess changes in water levels during and after a stormwater recharge event.

Category (a): Component Administration

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

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

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Pilot Project Feasibility and Initial Design

Develop the flow threshold for diversion, based on water rights, habitat, and downstream beneficial users. Compute expected recharge yield, and evaluate if there are any infrastructure or stream improvement needs related to the current diversion or channel. Test percolation rates. Design the project implementation plan. Assess environmental permitting needs.

Deliverables:

- Summary report of project feasibility
- Environmental permitting documentation, if necessary

Category (c): Implementation / Construction

Task 2: Final Implementation Design of the Lindo Channel Recharge Pilot Project

Coordinate with the City of Chico, DWR, Department of Fish and Wildlife and/or other pertinent agencies. Identify maintenance needed to implement revised stormwater flow. Implement stormwater flow diversions into Lindo Channel per initial design requirements.

Deliverables:

- Final design plans and specifications
- Maintenance Plan

Task 3: Install Monitoring Network

Install shallow well and stream gage monitoring network to quantify project benefits and assess potential impacts.

Deliverables:

- Installation Report

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Conduct public meetings and prepare documentation for outreach to stakeholders and interested parties, including Chico area residents, the City of Chico, Butte County, Cal Water, selected State and federal resource agency representatives and downstream water users.

Deliverables:

- Meeting agenda and presentation materials

COMPONENT 5: SURFACE WATER SUPPLY AND RECHARGE FEASIBILITY STUDY

Component 5, Agricultural Surface Water Supplies Feasibility Analysis, focuses on assessing the feasibility of potential water sources and required infrastructure to expand the use of surface water use for irrigation in the Vina Subbasin.

Component 5 also consists of the performance of a feasibility analysis to design and implement a phased groundwater recharge plan that considers previous studies and efforts to determine the most efficient and effective path forward to increase recharge in the Vina subbasin. This component will build upon previous studies and pilot projects for groundwater recharge in the

area. Key considerations for groundwater recharge projects will include site feasibility, water availability, water rights, water supply cost, and certainty, legal implications of recharge, opportunities for partnership, funding sources, optimal methods of recharge, multi-benefits, and consistency with achieving the sustainability goals for the Subbasin. The data collected will help interested parties throughout the subbasin to determine the feasibility for groundwater recharge and support future project design. The results of this analysis will be used to identify potential areas for recharge and/or recharge projects for implementation.

Category (a): Component Administration

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

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

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Water Supply Project Feasibility Analysis

Develop a conceptual water supply project list and perform an initial screening by conducting a fatal flaws analysis. Select the two most promising projects in consultation with interested parties and GSAs.

Identify and evaluate water conveyance and place of use options, environmental concerns, financing options, and water rights concerns. Develop reconnaissance-level project designs and cost estimates. Quantify the cost-benefit ratio of projects in terms of dollars per acre-foot (\$/AF). Develop feasibility report for two projects analyzed.

Deliverables:

- Summary of all projects considered
- Feasibility Analysis report

Task 2: Recharge Project Identification and Feasibility Analysis

Obtain information from stakeholders regarding potential recharge projects that could be completed within the short term. Review proposed projects within the Vina Subbasin GSP and existing studies. Review the results of the airborne electromagnetic (AEM) survey conducted in the Subbasin. Conduct site visits and outreach with project proponents, landowners, and relevant water purveyors to gather additional details and discuss the feasibility of conducting recharge. Conduct a cost-benefit analysis that assesses access to water supplies, water rights, conveyance, costs, reliability, average recharge potential (acre-feet), geographical zones of benefit, beneficiaries of groundwater recharge, monitoring costs, and operation and maintenance costs.

Deliverables:

- Technical Memo

Task 3: Groundwater Recharge Investigation and Implementation

Investigate groundwater recharge performance to identify the groundwater recharge potential at selected sites from the feasibility analysis. Perform field tests that may include a towed electromagnetic system (tTEM) or equivalent geophysical method survey, cone penetrating tests (CPT), exploratory borings, and collection of groundwater and soil samples for physical and chemical testing. Implement groundwater recharge pilot project, if feasible.

Deliverables:

- Groundwater Recharge Investigation Report
- Pilot Project Implementation Report

Task 4: Legal Implications of Recharge Analysis

Assess and address the legal implications associated with actively managing recharge water in the Vina subbasin. Identify the beneficial use(s) of the water, limitations of subsequent recovery and use, "leave behind" requirements, appropriate water right permit, terms of recharge or storage, water availability for overlying groundwater users, in-lieu recharge assumptions, CEQA requirements, and monitoring and reporting requirements.

Deliverables:

- Legal Implications of Recharge Analysis Summary
- Adopted Policy or Ordinance for recharge projects

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Task 5: Project Outreach and Coordination

Plan and facilitate project feasibility meetings for identified recharge and water supply projects. Develop education and outreach materials to educate regional and county decision-makers and the public about the objectives, progress, and results of the groundwater recharge assessments and designs and water supply projects.

Deliverables:

- Outreach materials
- Meeting agendas

COMPONENT 6: INTER-BASIN COORDINATION, MODELING AND REPORTING

Component 6 includes the development of a funding plan, the preparation of annual reports, and technical analysis of GSPs along the Sacramento River Corridor to support Inter-basin Coordination and integrated groundwater-surface water modeling work. The public and interested parties will be informed of this project's development and progress through regular Stakeholder Advisory Committee Meetings, meetings of the GSA Boards, public workshops, and regular email correspondence to the interested parties list.

Category (a): Component Administration

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

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

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Conduct a Fee Study for Long-term Financing of the Vina GSA

Conduct a long-term financing options study for funding the Vina GSA for GSP implementation activities. This will include an Engineers Report and/or Fee Study resulting in a selected funding mechanism for the Vina GSA. Vina GSA will evaluate a variety of funding mechanisms, including Proposition 218 or Proposition 26, to support ongoing operational costs and to fund agency operations.

Deliverables:

Fee Study

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Task 2: Prepare Annual Reports

Prepare four (4) annual reports, as required by DWR, during the life of the grant, consisting of the following sections: Executive Summary, Introduction, Updated Groundwater Conditions, Water Supply and Use, and Plan Implementation Status.

Deliverables:

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

Task 3: Inter-basin Coordination - Conducting Joint Analysis and Evaluation of GSPs

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

Deliverables:

- Technical Memo

Task 4: Integrated Groundwater-Surface Water Modeling to support GSP Amendments and PMA implementation

Activities may include updating the Butte Basin Groundwater Model (BBGM) aquifer parameter values and refine the calibration using new data to better represent the aquifer's water budget, to improve understanding of the hydrogeology, inform future refinements to the hydrogeologic conceptual model, help identify potential areas for recharge, or quantify benefits of potential implementation projects. Plan to incorporate data from DWR's Airborne Electromagnetic surveys to integrate basin-specific and cross-basin geophysical data. Improve model boundary conditions. Address potential model limitations identified in the GSP including the need for additional hydrogeological conceptualization and incorporating future data into model calibration. Use of other existing modeling tools may also be warranted, such as C2VSIM-FG or SVSIM.

Deliverables:

- Technical Memo

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 7: OUTREACH PROGRAM

Component 7 will support an Outreach Program by the GSA to communicate subbasin conditions, GSP development and implementation, and to create education and outreach materials that support and encourage public engagement in all other Components.

Category (a): Component Administration

Prepare reports detailing component work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing the contents of the backup documentation organized by task.

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

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this Component

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Outreach and Education Program

Perform stakeholder outreach and engagement through the development of hard copy and virtual materials to communicate efforts to amend the GSP, fill data gaps, and develop projects and management actions. Conduct workshops and working group meetings to gain public input. This may include meetings of the Vina Stakeholder Advisory Committee, the GSA Board, public workshops and dissemination of information electronically or in hard copy form, as appropriate.

Deliverables:

- Meeting agendas
- Outreach materials

Exhibit B

BUDGET

Grant Title: Vina Subbasin GSP Projects and Management Actions Implementation
Grantee: Vina Groundwater Sustainability Agency

Components	Grant Amount
Component 1: Grant Administration	\$ 200,000
Component 2: GSP Updates, Data Gaps, and Outreach	\$ 1,070,000
Component 3: Demand Reduction Strategies in the Vina Subbasin	\$ 2,440,000
Component 4: Lindo Channel Surface Water Recharge Implementation	\$ 330,000
Component 5: Surface Water Supply and Recharge Feasibility Study	\$ 850,000
Component 6: Inter-basin Coordination, Modeling and Reporting	\$ 480,000
Component 7: Outreach Program	\$ 165,000
Total:	\$ 5,535,000

Component 1: Grant Administration

Component 1 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$ 200,000
Total:	\$ 200,000

Component 2: GSP Updates, Data Gaps, and Outreach

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$50,000
(c) Implementation / Construction	\$350,000
(d) Monitoring / Assessment	\$662,500
(e) Engagement / Outreach	\$7,500
Total:	\$1,070,000

Component 3: Demand Reduction Strategies in the Vina Subbasin

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$100,000
(b) Environmental / Engineering / Design	\$300,000
(c) Implementation / Construction	\$1,600,000
(d) Monitoring / Assessment	\$300,000
(e) Engagement / Outreach	\$140,000
Total:	\$2,440,000

Component 4: Lindo Channel Surface Water Recharge Implementation

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$200,000
(c) Implementation / Construction	\$100,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$30,000
Total:	\$330,000

Component 5: Surface Water Supply and Recharge Feasibility Study

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$45,000
(b) Environmental / Engineering / Design	\$775,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$35,000
Total:	\$850,000

Component 6: Inter-basin Coordination, Modeling and Reporting

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$80,000
(c) Implementation / Construction	\$

(d) Monitoring / Assessment	\$400,000
(e) Engagement / Outreach	\$000,000
Total:	\$480,000

Component 7: Outreach Program

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?
 (check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$165,000
Total:	\$165,000

Exhibit C
SCHEDULE

Grant Title: Vina Subbasin GSP Projects and Management Actions Implementation

Categories	Start Date ¹	End Date ¹
Component 1: Grant Administration	05/01/2023	04/15/2026
(a) Grant Agreement Administration	05/01/2023	04/15/2026
Component 2: GSP Updates, Data Gaps, and Outreach	10/4/2022	4/15/2026
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	10/04/2022	4/15/2026
(d) Monitoring / Assessment	10/04/2022	4/15/2026
(e) Education / Outreach	10/04/2022	4/15/2026
Component 3: Demand Reduction Strategies in the Vina Subbasin	10/4/2022	4/15/2026
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	06/01/2024	4/15/2026
(d) Monitoring / Assessment	10/05/2022	4/15/2026
(e) Education / Outreach	10/05/2022	4/15/2026
Component 4: LIndo Channel Surface Water Recharge	10/04/2022	4/15/2026
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	01/01/2024	12/01/2025
(c) Implementation / Construction	06/01/2024	4/15/2026
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	4/15/2026
Component 5: Surface Water Supply and Recharge Feasibility Study	10/04/2022	4/15/2026
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	N/A	N/A

(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	4/15/2026
Component 6: Inter-basin Coordination, Modeling and Reporting	10/4/2022	4/15/2026
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	10/04/2022	4/15/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	10/04/2022	4/15/2026
(e) Education / Outreach	N/A	N/A
Component 7: Outreach Program	10/04/2022	4/15/2026
(a) Grant Agreement Administration	10/04/2022	4/15/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	4/15/2026

NOTES:

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

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

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

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

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

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

- D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense; such audit is to be conducted by a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions," or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement, and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager, and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide not to fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."

- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges, in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in

any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide, throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. The cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
 - A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

- i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract, or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan," and in accordance with Project Exhibit B, "Budget," and Exhibit C, "Schedule."
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.
- E. Implement the Project in accordance with applicable provisions of the law.
- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for the design, construction, operation, and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict the responsibilities of the Grantee under this Agreement.

- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for the performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of

section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the work plan are changes that help clarify the original language, the addition of tasks without deleting others, and minor edits that will not result in a change to the original scope. Non-material changes with respect to the budget are changes that only result in the reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of the contract value and labor and materials (100%) of the contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

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

- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violate the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until the termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement or any duty, covenant, obligation, or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro-rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to, that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

Resolution No.

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

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

WHEREAS, there are three Member Agencies that comprise the Vina GSA - City of Chico, Durham Irrigation District, and County of Butte; and

WHEREAS, there are two GSAs in the Vina Subbasin - Vina GSA and Rock Creek Reclamation District GSA (“RCRD GSA”); and

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

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

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

WHEREAS, the Vina GSA desires to work cooperatively with the RCRD GSA in the submission of one application to DWR and in developing and undertaking projects and other activities pursuant to the Vina Subbasin’s application to DWR; and

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

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

WHEREAS, the Vina GSA’s application includes projects that are of interest and of benefit to the Vina Subbasin; and

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

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

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

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

PASSED AND ADOPTED by the Vina Board of Directors, the governing body for the Vina GSA this 9th day of November 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:



Evan Tuchinsky, Chair
Vina GSA Board of Directors

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Vina GSA held on the 9th day of November, 2022.

ATTEST:

By: 
Kamie Loeser, Administrator, Vina GSA

Exhibit F
REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

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

2. COMPONENT COMPLETION REPORT

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

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

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

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:

- Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost, including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

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

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

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

4. POST-PERFORMANCE REPORT

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

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number

- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

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

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at:

https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

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

Exhibit H STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.

3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

Exhibit I PROJECT LOCATION

GSP - Vina Groundwater Subbasin
Section 1

Figure 1

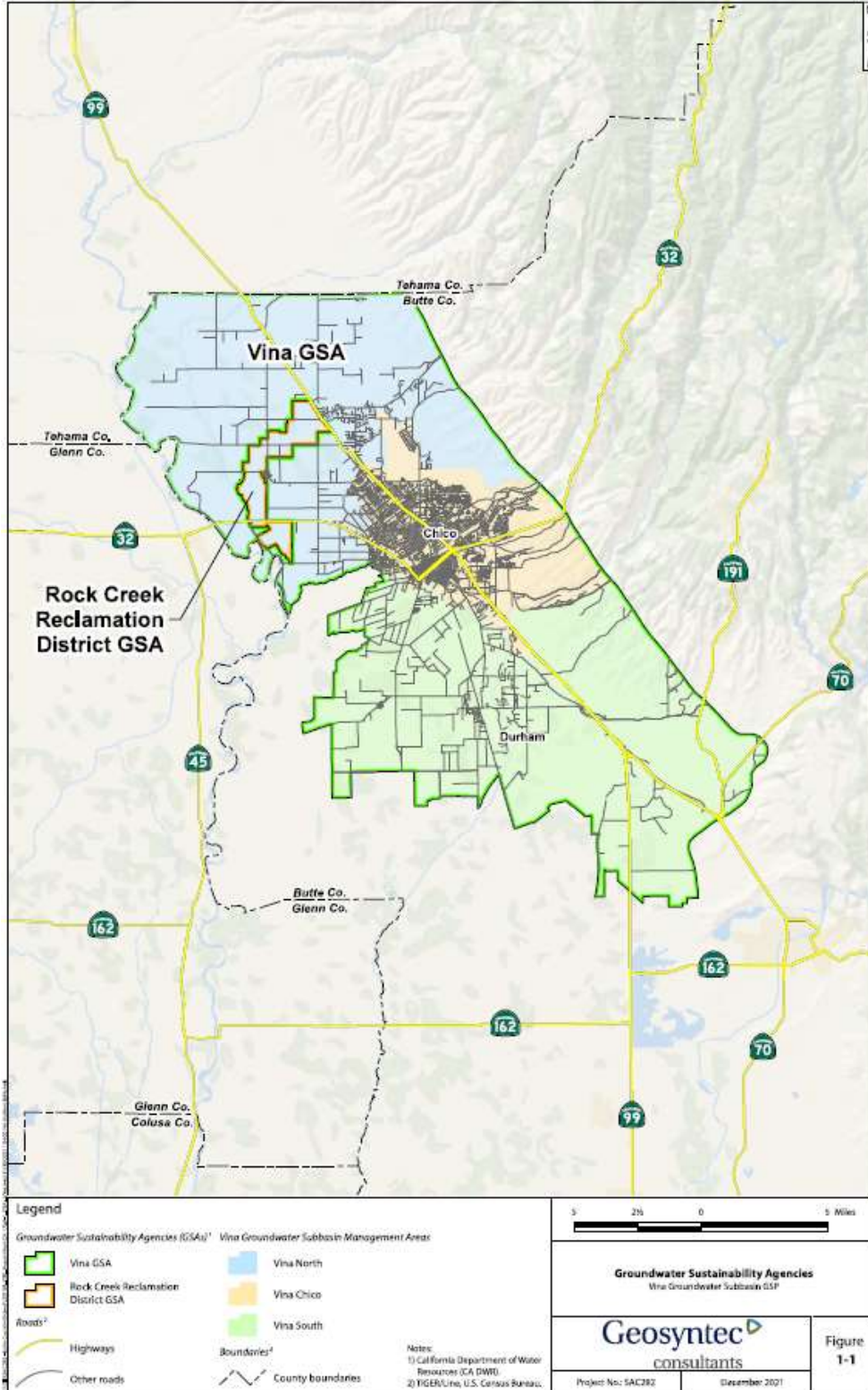


Exhibit J
MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of the project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Projects within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sqmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

For property acquisitions funded in this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value, and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of the Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote, or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends, including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the

relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements, including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements, and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where, the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area, including surface features and topography, easements, encumbrances or improvements, including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel, must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use, which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales, which are used to compare to vacant land subject properties, must include an allocation between land and improvements, using a methodology similar to the methodology used in

item 16 above to estimate improvement value, when possible, with an explanation of the methodology used.

26. Comparable data sheets.

- a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
- b) For listings, also include marketing time from the list date to the effective date of the appraisal, original list price, changes in list price, and broker feedback, if available.
- c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects the highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:

- a) A discussion of market conditions and trends, including identification of the relevant market, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to the subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, backup power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of the Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT M
INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

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

Administration Charges

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

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

Labor Rates

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

**SUBRECIPIENT AGREEMENT BETWEEN THE
VINA GROUNDWATER SUSTAINABILITY AGENCY AND
AGRICULTURAL GROUNDWATER USERS OF BUTTE COUNTY**

**FOR PROJECT MANAGEMENT AND TECHNICAL ASSISTANCE SUPPORT FOR DEMAND
REDUCTION STRATEGIES IN THE VINA SUBBASIN COMPONENT AND SURFACE
WATER SUPPLY AND RECHARGE FEASIBILITY STUDY COMPONENT**

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

THIS AGREEMENT is entered into on this 13th day of March, 2024 by and between the **Vina Groundwater Sustainability Agency**, a public agency in the State of California (herein referred to as the "Vina GSA"), and the **Agricultural Groundwater Users of Butte County**, a California 501(c)(6) non-profit corporation whose offices are located at 30 Independence Circle, Chico, California, 95973, (herein referred to as the "Subrecipient").

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

WHEREAS, the Vina GSA was formed through a Joint Powers Agreement (JPA) between three member agencies: the City of Chico, Durham Irrigation District, and Butte County.

WHEREAS, there are two GSAs in the Vina Subbasin – the Vina GSA and the Rock Creek Reclamation District GSA (RCRD GSA). Through a Cooperation Agreement, the two GSAs prepared a joint Groundwater Sustainability Plan (GSP) and cooperate in the work of the GSAs and the management of the Vina Subbasin.

WHEREAS, together the GSAs developed and adopted a single GSP for the Vina Subbasin in December 2021. The GSP was approved by DWR through a Determination Letter on July 27, 2023.

WHEREAS, in December 2022, the Vina GSA submitted a grant application to the SGM Grant Program to fund ten components for \$5,535,000 on behalf of the GSAs and member agencies.

WHEREAS, applications were reviewed by the DWR Financial Branch and a final award list was released in September 2023 that recommended funding for the full \$5,535,000 to the Vina GSA for the work included in the grant application.

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

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

WHEREAS, the Vina GSA wishes to engage the Subrecipient to assist in the management and implementation of two components of the Project – Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 5, Surface Water Supply and Recharge Feasibility Study.

WHEREAS, the Subrecipient has specialized knowledge and relationships with farmers and local stakeholders that shall assist in the successful implementation of Component 3 and Component 5, and the Vina GSA wishes to further augment its capacity to successfully complete the deliverables of these two components.

WHEREAS, the Vina GSA wishes to engage Subrecipient to manage GSA Consultant(s) on behalf of the Vina GSA to complete the deliverables of Component 3 and Component 5, and as defined in the Exhibit A, Work Plan.

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

1. PURPOSE

Subrecipient shall provide project management services to assist in the implementation of two components of the Project – Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 5, Surface Water Supply and Recharge Feasibility Study.

For Component 3, Demand Reduction Strategies in the Vina Subbasin, Subrecipient shall provide project management services consistent with the Work Plan described in Exhibit A, Work Plan.

For Component 5, Surface Water Supply and Recharge Feasibility Study, Subrecipient shall provide project management services consistent with the Work Plan described in Exhibit A, Work Plan.

2. TERM OF SUBRECIPIENT AGREEMENT

The term of this Agreement shall begin on December 13, 2023, and end on April 15, 2026, or when the Parties' obligations under this agreement are fully satisfied, whichever occurs earlier.

3. AMOUNT

The Vina GSA shall reimburse Subrecipient not more than \$395,000 for professional services rendered in association with the terms of this agreement. Any additional costs are the responsibility of the Subrecipient.

4. BASIC CONDITIONS

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

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

- b. Levels of Accomplishment: Goals and Performance Measures: Subrecipient agrees to provide the levels of program services as detailed above under Purpose and in Exhibit A, Work Plan. Subrecipient agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged communities and/or Tribes.
- c. Staffing: Staffing shall be determined by Subrecipient after consultation with and concurrence from Butte County Department of Water and Resource Conservation and Vina GSA staff. All expenses for contractors hired under subcontracts to Subrecipient shall be approved in writing by Vina GSA staff prior to the Subrecipient committing contractually to the subcontractor. Such subcontractor expenses shall be considered approved if Vina GSA staff reviews and approves the subcontractor agreement to Subrecipient. No reimbursement under this section shall be allowed or reimbursed without presentation of invoices from subcontractors and/or receipts for direct expenses. The Vina GSA shall not unreasonably withhold its concurrence to any proposed staffing and/or subcontracting plan.
- d. Performance Monitoring: The Vina GSA will monitor the performance of Subrecipient against goals and performance standards stated above. Substandard performance as determined by the Vina GSA will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within ninety (90) days after being notified by the Vina GSA, contract suspension or termination procedures shall be initiated.
- e. Compliance with Standard Conditions: Subrecipient must adhere to all applicable standard conditions stated in DWR Grant Agreement, as contained herein in Exhibit D. Violation of any of the terms may result in the contract suspension or termination of this Agreement between the Vina GSA and Subrecipient.

5. DISBURSEMENT OF FUNDS

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

6. ELIGIBLE PROJECT COST

The Subrecipient shall apply funds received from the Vina GSA only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of project management activities, studies, engineering, design, land and easement acquisition, and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 13, 2023 shall be eligible for reimbursement.

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

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

7. METHOD OF PAYMENT

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

Invoices submitted by the Subrecipient shall include the following information:

- a. Costs incurred for work performed in implementing the Work Plan during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Subrecipient must provide justification within the associated Invoice Progress Report.
- b. Invoices shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the Vina GSA's funding amount, as depicted in Paragraph 3, "Amount."
 - v. Signature and date of the Subrecipient's Project Representative.

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

8. WITHHOLDING OF DISBURSEMENTS BY THE VINA GSA

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

9. DEFAULT PROVISIONS

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

- a. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Subrecipient and the Vina GSA evidencing or securing the Subrecipient's obligations.
- b. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement.
- c. Failure to operate or maintain the Project in accordance with this Agreement.
- d. Failure to provide required submissions pursuant to this Agreement, including any submission or documentation requested as a result of an audit conducted pursuant to Section 7.
- e. Failure to submit invoice progress reports pursuant to Paragraph 4.
- f. Failure to routinely invoice the Vina GSA pursuant to Paragraph 7.
- g. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
- h. A determination pursuant to Government Code section 11137 that the Subrecipient has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.

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

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

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

10. CONTINUING ELIGIBILITY

On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive->

Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Vina GSA determine that the Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The Vina GSA shall provide the Subrecipient advance written notice of such termination, allowing the Subrecipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Vina GSA.

11. NOTIFICATION OF VINA GSA

The Subrecipient shall promptly notify the Vina GSA, in writing, of the following items:

- a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Subrecipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the Vina GSA and the Vina GSA has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- b. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the Vina GSA's representatives. The Subrecipient shall make such notification at least fifteen (15) calendar days prior to the event.
- c. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Subrecipient agrees that all work in the area of the find will cease until the Vina GSA has determined what actions should be taken to protect and preserve the resource.
- d. The initiation of any litigation or the threat of litigation against the Subrecipient regarding the Project or that may affect the Project in any way.

12. NOTICES

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

- a. By delivery in person.
- b. By certified U.S. mail, return receipt requested, postage prepaid.
- c. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d. By electronic means.

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

13. PROJECT REPRESENTATIVES

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

Agricultural Groundwater Users of Butte County Rich McGowan 30 Independence Circle, Suite 300 Chico, CA 95973 Phone: (530) 342-4040 Email: rmfrich@hotmail.com	Vina Groundwater Sustainability Agency Kamie Loeser Director, Butte County 308 Nelson Ave. Oroville, CA 95965 Phone: (530) 552-3595 Email: kloeser@buttecounty.net
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Direct all inquiries to the Project Manager:

Agricultural Groundwater Users of Butte County Tovey Giezentanner 30 Independence Circle, Suite 300 Chico, CA 95973 Phone: (916) 801-0344 Email: tovey@giezentanner.com	Vina Groundwater Sustainability Agency Christina Buck Assistant Director, Butte County 308 Nelson Ave. Oroville, CA 95965 Phone: (530) 552-3593 Email: cbuck@buttecounty.net
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Either party may change its Project Representative or Project Manager upon written notice to the other party.

14. STANDARD PROVISIONS AND INTEGRATION

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

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

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Requirements for Data Submittal

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

SUBRECIPIENT
AGRICULTURAL GROUNDWATER USERS
OF BUTTE COUNTY

VINA GROUNDWATER SUSTAINABILITY
AGENCY

Rich McGowan Date
President

Chair, Vina GSA Date

Approved as to Legal Form and Sufficiency

Valerie Kincaid Date
Vina GSA Legal Counsel

EXHIBIT A

WORK PLAN

Subrecipient shall provide project management services to assist in the implementation of two Vina GSA Grant Projects – Component 3, Demand Reduction Strategies in the Vina Subbasin, and Component 5, Surface Water Supply and Recharge Feasibility Study.

COMPONENT 3 - Demand Reduction Strategies in the Vina Subbasin

Component 3, Demand Reduction Strategies in the Vina Subbasin, will improve subbasin sustainability related to groundwater levels and groundwater storage by decreasing consumptive use (i.e., evaporation and transpiration or ET) by applying ET-based water management principles of precision irrigation and ET monitoring. This component will leverage education and outreach, a feasibility study involving piloting of innovative irrigation technologies, and development of a precision irrigation implementation plan to improve ET-based water management at a broader scale in the Vina Subbasin. Additionally, a program for demand-side intervention aimed at extending the fallowing period of an orchard from one to two years during orchard replacement will reduce consumptive use (i.e., evapotranspiration or ET) of groundwater.

At the direction of the Vina GSA and its Project Representatives, Subrecipient shall provide project management for this component, which includes administering and providing technical assistance and subject matter expertise to support the following tasks:

Category (a): Project Administration

Task 1: Component Administration

1. Draft each Quarterly Progress Report for this Component. Progress Reports shall, in part, provide a brief description of the work performed, the Component's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period. The Vina GSA Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.
2. Prepare Component Invoice Package to accompany Quarterly Progress Reports. Collect and organize backup documentation by budget category and task and generate a summary Excel document using template from GSA Grant Manager detailing contents of the backup documentation organized by task for submission of Component Invoice.
3. Generate Draft and Final Component Completion Reports, i.e., reports detailing component work completed during reporting periods consistent with this Agreement. The Subrecipient shall submit a Component Completion Report within sixty (60) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project.
4. Maintain the project record of documents and files generated by GSA Consultant(s), Subrecipient, or other partnering entities involved with the Component.

5. Manage contracts and GSA Consultant teams needed to complete all Component tasks in the DWR Grant Agreement as outlined here:
 - i. Project Administration
 - ii. Develop Extend Orchard Replacement Pilot Program
 - iii. Develop Precision Irrigation Pilot Program Design
 - iv. Implement Extend Orchard Replacement Pilot Program
 - v. Implement Precision Irrigation Pilot Program
 - vi. Implement Monitor and Assess Extend Orchard Replacement Program
 - vii. Implement Monitor and Assess Precision Irrigation Pilot Program
 - viii. Outreach Program

Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the Vina GSA. If requested, the Subrecipient shall promptly provide any additional information deemed necessary by the Vina GSA.

Subrecipient shall ensure GSA Consultant(s) submit applicable data in keeping with the State's Requirements for Data Submittal as described in Exhibit E.

Task 1 Deliverables:

- a. Component reporting to be included in SGM Grant Program Quarterly Progress Reports and Invoices
- b. Project Files at conclusion of the project
- c. Review and approve Contractor Invoices for consistency with grant requirements
- d. Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 2: Develop Extend Orchard Replacement Pilot Program

1. Provide technical input and manage GSA Consultant team to:
 - a. Quantify potential water savings and required incentive costs for implement the Extend Orchard Replacement Program.
 - b. Develop a pilot project plan after costs and benefits are known.
 - c. Generate a Technical Memo with more detailed information using the above information.
2. Facilitate meetings between stakeholders, project advisors, and the GSA Consultant team to support program design.
3. Review draft documentation and provide direction to GSA Consultant team

Task 2 Deliverables:

- a. Provide written comments to GSA Consultant on Task 2 Technical Memo

Task 3: Develop Precision Irrigation Pilot Program Design

1. Provide technical input and manage GSA Consultant team to:
 - a. Perform a comprehensive field-scale ground-based inventory of irrigation methods, crops, and water sources in the Vina Subbasin.
 - b. Review state of the art precision irrigation technology.
 - c. Select the most appropriate precision irrigation technology.
 - d. Develop a precision irrigation pilot program for the Vina Subbasin, including a summary of ground-based inventory.
 - e. Generate a Technical Memo with more detailed information using the above information.
 - f. Facilitate meetings between stakeholders, project advisors, and the consultant team to support program design.
2. Review draft documentation and provide direction to GSA Consultant team. Subrecipient shall review and provide comments on draft Technical Memo developed by the GSA Consultant for Task 3.

Task 3 Deliverables:

- a. Provide written comments to GSA Consultant on Task 3 Technical Memo

Category (c): Implementation / Construction

Task 4: Implement Extend Orchard Replacement Pilot Program

1. Identify willing growers and lands for pilot implementation.
2. Implement a two-year pilot project on land where acreage will be determined based on magnitude of required incentives.

Task 4 Deliverables:

- a. Map of Participating Parcels
- b. Summary of Participants

Task 5: Implement Precision Irrigation Pilot Program

1. Disseminate remotely sensed ET data to Vina Subbasin agricultural interested parties within the Vina Subbasin.
2. Implement a precision irrigation pilot program in coordination with agricultural and academic partners and the GSA Consultant team.

Task 5 Deliverables:

- a. Map of Participating Parcels
- b. Summary of Participants

Category (e): Engagement / Outreach

Task 6: Outreach Program

1. Develop education and outreach materials, including at least one video, on the Extend Orchard Replacement Program and Precision Irrigation Pilot Program.
2. Plan and implement education and outreach events related to the program targeting growers, URCs, SDACs, and youth.
3. Facilitate an interested party kick-off meeting to describe the program.

Task 6 Deliverables:

- a. Outreach materials
- b. Meeting agendas

COMPONENT 5 - Surface Water Supply and Recharge Feasibility Study

Component 5, Surface Water Supply and Recharge Feasibility Study, focuses on assessing the feasibility of potential water sources and required infrastructure to expand the use of surface water use for irrigation in the Vina Subbasin. Component 5 also consists of the development of a feasibility analysis to design and implement a phased groundwater recharge plan that considers previous studies and efforts to determine the most efficient and effective path forward to increasing recharge in the Vina Subbasin. The results of this analysis will be used to identify potential areas for recharge and/or recharge projects for implementation.

At the direction of the Vina GSA and Project Representatives, Subrecipient shall provide project management for this component, which includes administering and providing technical assistance to support the following tasks:

Category (a): Project Administration

Task 1: Component Administration

1. Generate Draft and Final Component Completion Reports, i.e., reports detailing component work completed during reporting periods consistent with this Agreement.
2. Collect and organize backup documentation for invoices by budget category and task and generate a summary Excel document detailing contents of the backup documentation organized by task using template provided by Vina GSA Grant Manager.
3. Generate draft Quarterly Progress Reports. Progress Reports shall, in part, provide a brief description of the work performed, the Component's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period. The Vina GSA Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.
4. Assist with agreement and contract development with GSA Consultant(s).

Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the Vina GSA. If requested, the Subrecipient shall promptly provide any additional information deemed necessary by the Vina GSA.

Subrecipient shall ensure GSA Consultant(s) submit applicable data in keeping with the State's Requirements for Data Submittal as described in Exhibit E.

Task 1 Deliverables:

- a. Component reporting to be included in SGM Grant Program Quarterly Progress Reports and Invoices
- b. Draft and Final Component Completion Reports

Categories (b): Environmental / Engineering / Design

Task 2: Water Supply Project Feasibility Analysis

1. Facilitate meetings between staff, stakeholders, project advisors, and the GSA Consultant team.
2. Review and provide comments on draft documentation generated by GSA Consultant team.
3. Manage GSA Consultant team to:
 - a. Develop a conceptual water supply projects list and perform initial screening by conducting a fatal flaws analysis.
 - b. Select two most promising projects in consultation with interested parties and GSAs.
 - c. Identify and evaluate water conveyance and place of use options, environmental concerns, financing options, and water rights concerns.
 - d. Develop reconnaissance-level project designs and cost estimates.
 - e. Quantify cost-benefit ratio of projects in terms of dollars per acre-foot (\$/AF).
 - f. Generate a Summary of all projects considered.
 - g. Generate a Feasibility Analysis Report.

Task 2 Deliverables:

- a. Provide written comments on Task 2 DRAFT Feasibility Analysis Report

Task 3: Recharge Project Identification and Feasibility Analysis

1. Facilitate meetings between staff, stakeholders, project advisors, and the GSA Consultant team.
2. Review and provide comments on draft documentation generated by GSA Consultant team.
3. Manage GSA Consultant team to:
 - a. Obtain information from stakeholders regarding potential recharge projects that could be completed within the short term.

- b. Review proposed projects within the Vina Subbasin GSP and existing studies.
- c. Review the results of the airborne electromagnetic (AEM) survey conducted in the Subbasin.
- d. Conduct site visits and outreach with the project proponents, landowners, and relevant water purveyors to gather additional details, and discuss feasibility for conducting recharge.
- e. Conduct a cost-benefit analysis that assesses access to water supplies, water rights, conveyance, costs, reliability, average recharge potential (acre-feet), geographical zones of benefit, and beneficiaries of groundwater recharge, monitoring costs, and operation and maintenance costs.
- f. Generate a Technical Memo with more detailed information using the above information.

Task 3 Deliverables

- a. Provide written comments on Task 3 Technical Memo

Task 4: Groundwater Recharge Investigation and Implementation

- 1. Facilitate meetings between staff, stakeholders, project advisors, and the GSA Consultant team.
- 2. Review and provide comments on draft documentation generated by GSA Consultant team.
- 3. Manage GSA Consultant(s) to:
 - a. Investigate groundwater recharge performance to identify the groundwater recharge potential at selected site from feasibility analysis.
 - b. Perform field tests that may include a towed electromagnetic system (tTEM) or equivalent geophysical method survey, cone penetrating tests (CPT), exploratory borings, and collection of groundwater and soil samples for physical and chemical testing.
 - c. Implement groundwater recharge pilot project, if feasible.
 - d. Generate a Groundwater Recharge Investigation Report
 - e. Generate a Pilot Project Implementation Report.

Task 4 Deliverables:

- a. Provide written comments on Task 4 Groundwater Recharge Investigation Report and Pilot Project Implementation Report

Category (e): Engagement / Outreach

Task 6: Project Outreach and Coordination

- 1. Assist with project feasibility meetings for identified recharge and water supply projects.
- 2. Assist with development of education and outreach materials to educate regional and county decision makers and the public about the objectives, progress, and results of the

groundwater recharge assessments and designs and water supply projects.

Deliverables:

- a. Written comments on draft outreach materials
- b. Meeting Agendas from meetings attended.

EXHIBIT B

BUDGET

Component 3: Demand Reduction Strategies in the Vina Subbasin:

Expense			Totals
Task 1	Project Administration and Management	Category (a)	\$90,000
Task 2	Develop Extend Orchard Replacement Pilot Program	Category (b)	\$25,000
Task 3	Develop Precision Irrigation Pilot Program Design	Category (b)	
Task 4	Implement Extend Orchard Replacement Pilot Program	Category (c)	\$60,000
Task 5	Implement Precision Irrigation Pilot Program	Category (c)	
Task 8	Outreach Program	Category (e)	\$120,000
Component 3 Total			\$295,000

Component 5: Surface Water Supply and Recharge Feasibility Analysis

Expense			Totals
Task 1	Administration and Management	Category (a)	\$15,000
Task 2	Water Supply Project Feasibility Analysis	Category (b)	\$75,000
Task 3	Recharge Project Identification and Feasibility Analysis	Category (b)	
Task 4	Groundwater Recharge Investigation and Implementation	Category (b)	
Task 6	Project Outreach and Coordination	Category (e)	\$10,000
Component 5 Total			\$100,000

Any indirect costs charged shall be consistent with the conditions of Paragraph 6 (h) of this Agreement. Any amendments to the budget shall be approved in writing by both the Vina GSA and the Subrecipient.

EXHIBIT C
SCHEDULE

Categories	Start Date¹	End Date¹
Component 3: Demand Reduction Strategies in the Vina Subbasin	12/13/2023	4/15/2026
(a) Subrecipient Grant Agreement Administration	12/13/2023	4/15/2026
(b) Environmental / Engineering / Design	12/13/2023	4/15/2026
(c) Implementation / Construction	06/01/2024	4/15/2026
(d) Monitoring / Assessment	12/13/2023	4/15/2026
(e) Education / Outreach	12/13/2023	4/15/2026
Component 5: Surface Water Supply and Recharge Feasibility Study	12/13/2023	4/15/2026
(a) Subrecipient Grant Agreement Administration	12/13/2023	4/15/2026
(b) Environmental / Engineering / Design	12/13/2023	4/15/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	12/13/2023	4/15/2026

NOTES:

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

EXHIBIT D

STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
A. Separate Accounting of Funding Disbursements: the Subrecipient shall account for the money disbursed pursuant to this Subrecipient Agreement separately from all other funds. The Subrecipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Subrecipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Subrecipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the Vina GSA at any and all reasonable times.
- D.2. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Subrecipient Agreement does not appropriate sufficient funds for this program, this Subrecipient Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the Vina GSA to make any payments under this Subrecipient Agreement. In this event, the Vina GSA shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Subrecipient Agreement and the Subrecipient shall not be obligated to perform any provisions of this Subrecipient Agreement. Nothing in this Subrecipient Agreement shall be construed to provide the Subrecipient with a right of priority for payment over any other Subrecipient. If funding for any fiscal year after the current year covered by this Subrecipient Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the Vina GSA shall have the option to either cancel this Subrecipient Agreement with no liability occurring to the Vina GSA, or offer a Subrecipient Agreement amendment to the Subrecipient to reflect the reduced amount.
- D.3. CALIFORNIA CONSERVATION CORPS: The Subrecipient may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.4. CEQA: Activities funded under this Subrecipient Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the GSA Grant Manager and the Subrecipient has been given notice to proceed.
- D.5. CHILD SUPPORT COMPLIANCE ACT: The Subrecipient acknowledges in accordance with Public Contract Code section 7110, that:
A. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

- B. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.6. CLAIMS DISPUTE: Any claim that the Subrecipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the GSA Grant Manager, within thirty (30) days of the Subrecipient's knowledge of the claim. The Vina GSA and the Subrecipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.7. COMPETITIVE BIDDING AND PROCUREMENTS: The Subrecipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the Vina GSA under this Subrecipient Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Subrecipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.8. COMPUTER SOFTWARE: The Subrecipient certifies that it has appropriate systems and controls in place to ensure that Vina GSA funds will not be used in the performance of this Subrecipient Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.9. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited

to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

- D. Employees and Consultants to the Subrecipient: Individuals working on behalf of a Subrecipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.10. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Subrecipient agrees to expeditiously provide throughout the term of this Subrecipient Agreement, such reports, data, information, and certifications as may be reasonably required by the Vina GSA.
- D.11. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Subrecipient Agreement, the Subrecipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Subrecipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Subrecipient Agreement:
 - i. Will receive a copy of the Subrecipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Subrecipient's condition of employment, contract or subcontract.
- D.12. SUBRECIPIENT'S RESPONSIBILITIES: The Subrecipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Subrecipient Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Subrecipient in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Subrecipient Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Subrecipient Agreement, including those necessary to perform design,

construction, or operation and maintenance of the Project. The Subrecipient shall provide copies of permits and approvals to the Vina GSA.

- G. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Subrecipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The Vina GSA will not mediate disputes between the Subrecipient and any other entity concerning responsibility for performance of work.
- D.13. GOVERNING LAW: This Subrecipient Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.14. INCOME RESTRICTIONS: The Subrecipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subrecipient under this Agreement shall be paid by the Subrecipient to the Vina GSA, to the extent that they are properly allocable to costs for which the Subrecipient has been reimbursed by the Vina GSA under this Agreement. The Subrecipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.15. INDEMNIFICATION: The Subrecipient shall indemnify and hold and save the Vina GSA, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Subrecipient shall require its contractors or subcontractors to name the Vina GSA, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.16. INDEPENDENT CAPACITY: The Subrecipient, and the agents and employees of the Subrecipients, in the performance of the Subrecipient Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Vina GSA.
- D.17. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Subrecipient Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Subrecipient Agreement. Failure or refusal by the Subrecipient to comply with this provision shall be considered a breach of this Subrecipient Agreement, and the Vina GSA may withhold disbursements to the Subrecipient or take any other action it deems necessary to protect its interests.
- D.18. INSPECTIONS OF PROJECT BY VINA GSA: The Vina GSA shall have the right to inspect the work being performed at any and all reasonable times during the term of the Subrecipient Agreement. This right shall extend to any subcontracts, and the Subrecipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Subrecipient Agreement with the Vina GSA.

- D.19. LABOR CODE COMPLIANCE: The Subrecipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Subrecipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Subrecipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.20. MODIFICATION OF OVERALL WORK PLAN: At the request of the Subrecipient, the Vina GSA may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the Vina GSA Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Subrecipient to the Vina GSA in writing and are not effective unless and until specifically approved by the Vina GSA's Grant Manager in writing.
- D.21. NONDISCRIMINATION: During the performance of this Subrecipient Agreement, the Subrecipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Subrecipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subrecipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Subrecipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Subrecipient Agreement.
- D.22. OPINIONS AND DETERMINATIONS: Where the terms of this Subrecipient Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.23. PRIORITY HIRING CONSIDERATIONS: If this Subrecipient Agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the Subrecipient Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.24. REMAINING BALANCE: In the event the Subrecipient does not submit invoices requesting all of the funds encumbered under this Subrecipient Agreement, any remaining funds revert to the Vina GSA. The Vina GSA will notify the Subrecipient stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Subrecipient Agreement.
- D.25. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Subrecipient Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.26. RIGHTS IN DATA: The Subrecipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Subrecipient Agreement shall be the property and ownership of the Vina GSA and made available in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Subrecipient shall not utilize the materials for any profit-making venture or sell or Subrecipient rights to a third party who intends to do so.
- D.27. SEVERABILITY: Should any portion of this Subrecipient Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Subrecipient Agreement shall continue as modified.
- D.28. SUSPENSION OF PAYMENTS: This Subrecipient Agreement may be subject to suspension of payments or termination, or both if the Vina GSA determines that:
A. The Subrecipient, its contractors, or subcontractors have made a false certification, or
B. The Subrecipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Subrecipient Agreement.
- D.29. SUCCESSORS AND ASSIGNS: This Subrecipient Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Subrecipient Agreement or any part thereof, rights hereunder, or interest herein by the Subrecipient shall be valid unless and until it is approved by the Vina GSA and made subject to such reasonable terms and conditions as the Vina GSA may impose.
- D.30. TERMINATION BY THE SUBRECIPIENT: Subject to Vina GSA approval which may be reasonably withheld, the Subrecipient may terminate this Agreement and be relieved of contractual obligations. In doing so, the Subrecipient must provide a reason(s) for termination. The Subrecipient must submit all progress reports summarizing accomplishments up until termination date.
- D.31. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the Vina GSA may terminate this Subrecipient Agreement and be relieved of any payments should the Subrecipient fail to perform the requirements of this Subrecipient Agreement at the time and in the manner herein, provided including but not limited to

reasons of default under Paragraph 9, "Default Provisions."

- D.32. TERMINATION WITHOUT CAUSE: The Vina GSA may terminate this Agreement without cause on 30 days' advance written notice. The Subrecipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.33. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or Subrecipient remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.34. TIMELINESS: Time is of the essence in this Subrecipient Agreement.
- D.35. UNION ORGANIZING: The Subrecipient, by signing this Subrecipient Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Subrecipient Agreement. Furthermore, the Subrecipient, by signing this Subrecipient Agreement, hereby certifies that:
- A. No Vina GSA funds disbursed by this Subrecipient Agreement will be used to assist, promote, or deter union organizing.
 - B. The Subrecipient shall account for Vina GSA funds disbursed for a specific expenditure by this Subrecipient Agreement to show those funds were allocated to that expenditure.
 - C. The Subrecipient shall, where Vina GSA funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Subrecipient makes expenditures to assist, promote, or deter union organizing, the Subrecipient will maintain records sufficient to show that no Vina GSA funds were used for those expenditures and that the Subrecipient shall provide those records to the Attorney General upon request.
- D.36. VENUE: The Vina GSA and the Subrecipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Butte, California, or in the United States District Court in and for the Eastern District of California. The Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.37. WAIVER OF RIGHTS: None of the provisions of this Subrecipient Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Subrecipient Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Subrecipient Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data

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

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

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

Groundwater Level Data

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

Vina Grant Components 3 and 4 - Geosyntec

This Contract, dated as of the last date executed by the Vina Groundwater Sustainability Agency is between the Vina Groundwater Sustainability Agency, formed under a Joint Exercise of Powers Agreement, hereinafter referred to as "GSA", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE						
Term of This Contract						
Term Begins			Term Completion Date			
On Following Date		Upon Execution	On Following Date		April 15, 2026	
Member Agency Lead		Butte County				
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)						
Price	\$	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Annual Price	<input type="checkbox"/> Monthly Price	<input checked="" type="checkbox"/> Hourly Rate	
Not-to-Exceed Price		\$1,037,000	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
CONTRACTOR Contact Information			GSA Contact Information			
CONTRACTOR	Geosyntec Consultants, Inc. Joseph Turner		Project Manager	Christina Buck		
Address	3043 Gold Canal Drive, Suite 100		Address	308 Nelson Ave.		
City, State & ZIP	Rancho Cordova, CA 95670		City, State & ZIP	Oroville, CA 95926		
Telephone	916.637.8351		Telephone	530-552-3593		
Email	JTurner@geosyntec.com		Email	cbuck@buttecounty.net		

WHEREAS, GSA, through the GSA Member Agency identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work

By signature below, the GSA Program Manager, or their designee, certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Professional Services Contract."

Typed or Printed Name

Signature

Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **GSA Project Manager.** The GSA Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of GSA nor is the CONTRACTOR a partner or in any way directly affiliated with the GSA. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The GSA retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the GSA by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the GSA. The parties agree that the GSA will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the GSA and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the

CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the GSA or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the GSA, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent caused by the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the GSA, but excluding liability due to the active negligence or willful misconduct of the GSA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to GSA for any loss of or damage to GSA property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the GSA's funding source herein may be GSA, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with GSA, State or Federal mandates and to reimburse the GSA for any liability upon the GSA for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to GSA, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with GSA Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** GSA has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by GSA shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the GSA.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Directors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The GSA may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the GSA shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the GSA may proceed with the work in any manner deemed proper by the GSA. The cost to the GSA shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the GSA.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of GSA and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. GSA will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by GSA upon the express representation that CONTRACTOR has no other contracts in effect with GSA except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the GSA in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the GSA for the advice of Vina GSA Legal Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the GSA and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The GSA at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that GSA waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER GSA Contracts

List any and all contracts that you have with GSA or Member Agencies. If none, you must stipulate "none."
This cannot be left blank or omitted from the contract.

None.

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the GSA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the GSA.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The GSA, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the GSA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the GSA, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the GSA.

C. WAIVER OF SUBROGATION: Contractor hereby grants to GSA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the GSA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the GSA has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the GSA for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the GSA. The GSA may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GSA.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the GSA.

F. VERIFICATION OF COVERAGE: Contractor shall furnish GSA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The GSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: GSA reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the GSA certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the GSA for review.

**ATTACHMENT VI
PROFESSIONAL CREDENTIALS**

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

Joseph Turner - Licensed Hydrogeologist (CHg #454); Geologist – (PG #5125)

Amer Hussain – Civil Engineer (PE #57343)

David Jaffe – Civil Engineer (PE #68321)

Joel Kimmelshue – Certified Professional Soil Scientist (CPSS - #18204)

Adriana Delucchi - Certified Agricultural Irrigation Specialist (CAIS) and Certified Crop Advisor (CCA #490209) with Nitrogen Management Certification

Joel Crowther - Certified Crop Advisor (CCA #344924)

ATTACHMENT III Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *90 days* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with GSA Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

Duties and obligations of the CONTRACTOR:

Contractor Tasks:

Component 3: Demand Reduction Strategies in the Vina Subbasin

C3.1 Project Management

The Consultant shall work with the GSA to resolve project scope, schedule or budget changes by focusing on the issue, defining any points of disagreement to discover common ground, potential alternatives, and resolution. The Consultant shall provide the GSA written monthly progress reports as part of the invoicing to formally communicate progress, issues, changes, and deliverable status. The Consultant will maintain open and frequent communication with the County.

Deliverables

- Monthly invoicing

Assumptions

- All project management efforts and costs are contained within each individual task.
- Monthly updates will be provided as a cover letter to the invoice and will not be revised.
- Monthly updates and invoices will be provided in electronic format only.
- The GSA will provide an outline of invoice structure to be consistent with DWR grant agreement at start of contract.
- The GSA will process complete invoices within 30 days.
- It is assumed costs for this task will be proportionally divided between categories b, c and e as discussed below.
- Costs assume a total project duration of 25 months.

Category (b): Environmental / Engineering / Design

C3.b.2 Task 1 - Develop Extend Orchard Replacement Pilot Program

An Extend Orchard Replacement Pilot Program study technical approach and analysis plan will be developed. Team members will use existing resources from ongoing evapotranspiration work conducted elsewhere in California to initially estimate the water savings possible with Extend Orchard Replacement efforts. A field-by-field, subbasin-wide monitoring program will be developed that will include data-driven, ground-calibrated, remotely sensed evapotranspiration,

measured precipitation, crop type, block boundaries, and permanent crop age. A pilot program will be developed that will include primarily almonds and walnuts, however other minor tree crops (e.g., prunes, pistachios, pecans) will also be considered for water savings quantification. The pilot program will also estimate the likely rotational removal of the major tree crops based on permanent crop age classifications already developed by Consultant. Criteria will be developed for orchard block identification, selection, and ultimate full-scale implementation possibilities. The Team will work with Engagement and Outreach consultants to receive grower feedback, preferences, barriers to adoption, and metrics for success.

Deliverables:

- Extend Orchard Replacement Pilot Program study and overall program technical report.
- Presentation materials summarizing the pilot program.
- Spatial mapping of crop type and permanent crop age.

Assumptions:

- GSA will review the study document and provide comments.
- Comments will be incorporated for final study document deliverable.
- An independent review will be conducted by local UCCE experts.
- Up to three meetings with GSA representatives and technical team

C3.b.3 Task 2 – Precision Irrigation Pilot Program Design

Contractor shall develop a Precision Irrigation Pilot Program study technical approach and analysis plan. A comprehensive state of irrigation technology and systems analysis shall be part of the technical report. Supporting technical work shall include mapping of all irrigation system types on a field-by-field basis within the Vina Subbasin with an estimated spatial accuracy of 80-85%. This irrigation method mapping will then allow for overlaying of other spatial layers including soil type, elevation, ownership, and other spatial attributes. Contractor shall develop criteria for orchard block identification, selection, and ultimate full-scale implementation possibilities. Contractor shall work with Engagement and Outreach consultants to receive grower feedback, preferences, barriers to adoption, and metrics for success.

Deliverables:

- Precision Irrigation Pilot Program study and overall program technical report.
- Presentation materials summarizing the pilot program.
- Spatial mapping of field-by-field irrigation method.

Assumptions:

- GSA will review the study document and provide comments.
- Comments will be incorporated for final study document deliverable.
- An independent review will be conducted by local UCCE experts.
- Up to two meetings with GSA representatives and technical team

Category (c): Implementation / Construction

C3.c.4 Task 3 - Implement Extend Orchard Replacement Pilot Program

A critical component of the implementation of the Extend Orchard Replacement Pilot Program will be the purchasing and installation of necessary technical instrumentation to measure the environmental parameters necessary to estimate field-by-field evapotranspiration of all orchard crops within the Vina Subbasin. Contractor shall purchase and install measurement equipment.

Deliverables:

- Documentation of equipment purchased, and labor required to install.
- Spatial mapping locations of ground-truthing stations and representation by crop type.

Assumptions:

- Only the purchasing of necessary equipment and the labor associated with installation will be included in this task.
- All reporting of results and conclusions will be developed and disseminated via tasks C3.d.6 and C3.d.7.
-

C3.c.5 Task 4 - Implement Precision Irrigation Pilot Program

The results from the equipment installed in Task C3.c.4 will also be used to assess differences in water consumption as an intended result of reducing non-beneficial evapotranspiration.

Deliverables:

- Documentation of equipment purchased, and labor required to install.
- Spatial mapping locations of ground-truthing stations and representation by crop type.

Assumptions:

- Only the purchasing of necessary equipment and the labor associated with installation will be included in this task.
- All reporting of results and conclusions will be developed and disseminated via tasks C3.d.6 and C3.d.7.
- No meetings will be included.

Category (d): Monitoring/Assessment

C3.d.6 Task 5 - Monitor and Assess Extend Orchard Replacement Pilot Program

This task will comprise the efforts necessary to monitor, summarize, and report the results as outlined in the Extend Orchard Replacement Pilot Program plan developed in task C3.b.2. Contractor shall conduct activities required to conduct field-by-field consumptive use estimations, crop mapping, permanent crop age classifications, and development of spatial precipitation maps on a field-by-field basis. Contractor shall provide accuracy assessments of all spatial results. Grower collaboration will be essential, and the technical team is well versed in securing grower cooperators.

Deliverables:

- Quarterly update reports on reduction estimates of water consumption as a result of Extend Orchard Replacement efforts. These reports will also include all changing results of crop mapping, precipitation amounts and those contributions to overall evapotranspiration.
- Final report from quarterly updates at end of project.
- All spatial data developed from the monitoring efforts.

Assumptions:

- Consultant shall collaborate with the GSA and Agricultural Groundwater Users of Butte County (AGUBC) in communicating with cooperating growers.
- All deliverables will be submitted in draft form for review by GSA and AGUBC stakeholders.
- Up to three meetings with GSA representatives and technical team.

C3.d.7 Task 6 – Monitor and Assess Precision Irrigation Pilot Program Results

Contractor shall conduct activities necessary to monitor, summarize, and report the results as outlined in the Precision Irrigation Pilot Program plan developed in task C3.b.3. Contractor shall provide quantification of water savings through comparison of orchards implemented with precision irrigation improvements of modified systems or through more detailed irrigation management. These water savings will primarily be focused on reduction of non-beneficial evapotranspiration through various approaches including improvements to physical irrigation systems, reduction of overall pumping, timing and management of irrigation events, and associated other results. Contractor shall also quantify subbasin-wide opportunities for reductions in ET from precision irrigation and make recommendations for future applications. Grower collaboration will be essential, and the technical team is well versed in securing grower cooperators.

Deliverables:

- Quarterly update reports on reduction estimates of water consumption as a result of Precision Irrigation Pilot Program efforts. These reports will also include all changing results of crop mapping, precipitation amounts and those contributions to overall evapotranspiration.
- Final report from quarterly updates at end of project.
- All spatial data from the monitoring efforts.

Assumptions:

- Consultant will work with the GSA and AGUBC in communicating with cooperating growers.
- All deliverables will be submitted in draft form for review by GSA and AGUBC stakeholders.
- Up to three meetings with GSA representatives and technical team.
- Final report shall include quantification of subbasin-wide opportunities for reductions in ET from precision irrigation and make recommendations for future applications

Category (e): Engagement / Outreach

C3.e.8 Stakeholder Engagement, Education, and Outreach

Contractor shall provide technical support, results, and conclusions during stakeholder engagement and outreach efforts when necessary and as directed by the GSA and their consultants.

Deliverables:

- Presentation materials
- Previously developed documentation

Assumptions:

- Engagement/Outreach will be lead and developed by Vina Subbasin consultant other than Contractor.
- All contributions to Engagement/Outreach activities will be support roles in nature and related to the technical aspects of the work efforts as described in previous tasks.
- Up to four meetings with GSA representatives and technical team.

Component 4: LINDO CHANNEL SURFACE WATER RECHARGE IMPLEMENTATION

C4.1 Project Management

The Consultant shall provide the GSA written monthly progress reports as part of the invoicing to formally communicate progress, issues, changes, and deliverable status. The Consultant shall maintain open and frequent communication with the GSA. The Consultant shall work with the GSA to resolve project challenges by identifying the challenge, defining potential alternatives, and working with the GSA toward a resolution.

Deliverables

- Monthly invoicing

Assumptions

- Monthly updates will be provided as a cover letter to the invoice and will not be revised.
- Monthly updates and invoices will be provided in electronic format only
- The GSA will provide an outline of invoice structure to be consistent with DWR grant agreement at start of contract
- The GSA will process complete invoices within 30 days
- It is assumed costs for this task will be proportionally divided between categories b, c and e as discussed below
- Costs assume a total project duration of 15 months

Category (b): Environmental / Engineering / Design

C4.b.2 Pilot Project Feasibility and Initial Design

As part of this task, the Consultant shall:

- Develop the flow threshold for diversion, based on water rights, habitat, and downstream beneficial users
- Compute expected recharge yield for wet, average and dry years
- Evaluate if there are any infrastructure or stream improvement needs related to the current diversion or channel, including stream aggregational trends and diversion structure adequacy
- Test percolation rates
- Prepare the project draft implementation plan
- Assess environmental and regulatory permitting needs.
- Assess operational requirements and responsibilities associated with flow diversions for groundwater recharge into Lindo Channel.

Deliverables:

- Summary report of project feasibility
- Existing condition stream and diversion structure documentation

Assumptions

- Existing scientific literature, communication with resources agencies, and water rights are known and readily available
- Nearby stream gage data are available with at least 17 years of daily flow data
- No new flood strategy will be developed and the project seeks to pose no impact to existing flood control strategies and practices. Operation of the flood control strategies and practices will be conducted by others that includes operation of the groundwater recharge project..
- Stream bed elevation and/or current topographic maps, maintenance and grading

history and data will be provided, as available.

- Percolation rates will be assessed from data collected from stilling well installed as part of Task 4
- Summary feasibility will be provided in electronic format and revised based on one set of comments provided by the GSA. Comments received and action taken will be provided in a tabular format.
- The proposed conditions documentation will only be prepared if environmental permitting documentation is required. This documentation will be prepared in a format that can be used by those preparing the permitting report, if required
- If prepared, the permitting conditions document will be provided in electronic format and revised based on one set of comments provided by the GSA. Comments received and action taken will be provided in a tabular format.
- No structural or geotechnical analysis of the diversion structure is included in this task

C4.b.3 Design Consultation and Meetings

Throughout the project, Consultant shall work closely with GSA representatives to coordinate activities, provide information, develop appropriate strategies and answer questions. As with projects of this nature, it is anticipated that up to 6 in-person stakeholder meetings shall be conducted. The first meeting will be kick off meeting involving stakeholders to understand existing project conditions, constraints, and required coordination. During the kick-off meeting (or another meeting as agreed to in coordination with the GSA, the Consultant will participate in a field visit with GSA staff to assess diversion infrastructure and bed aggradation. Additional meeting may involve stakeholders, the public, and elected officials.as directed by the GSA. Public outreach meetings are described in Task C4.e.7.

Deliverables:

- Meeting agendas, minutes, and list of action items

Assumptions:

- Meeting minutes will be provided in electronic format and will not be revised
- Meetings will be conducted as teleconferences and will be 2-hours in duration

Category (c): Implementation / Construction

C4.c.4 Task 1: Final Implementation Design of the Lindo Channel Recharge Pilot Project

Consultant shall coordinate with the City of Chico, California Department of Water Resources, Department of Fish and Wildlife, US Army Corps of Engineers, US EPA, CVRWQB, Central Valley Flood Protection Board, and/or other regulatory agencies. Consultant shall also identify maintenance needed to implement revised stormwater flow diversions into Lindo Channel and implement stormwater flow diversions into Lindo Channel per original US Army Corps design requirements.

Deliverables:

- Final design plans and specifications or Operations Report
- Maintenance Plan

Assumptions

- Final design plans and specifications will be provided in electronic format and revised based on one set of comments provided by the GSA
- It is assumed the final design plans and specifications will take the form of a proposed operations report.

- Maintenance plan will be provided in electronic format and revised based on one set of comments provided by the GSA.

C4.c.5 Task 2: Install Monitoring Network

This project includes installation of a shallow well and stream gages to monitor and quantify project benefits and assess potential impacts. It is assumed that the shallow well required for this project will be installed as part of another GSA grant project or will be an existing well located along the project corridor. Under this contract, contractor shall install a simple temporary stilling well, consisting of PVC pipe for installation of a pressure transducer such as an In Situ Rugged Troll 200, within the project area used to assess percolation rates needed for Task C4.b2. If a more permanent structure is needed, costs assume this feature will be installed as part of another project.

Deliverables:

- Summary Installation Report

Assumptions

- Shallow well will consist of existing well or will be installed under a separate contract
- Stream gauge will consist of temporary stilling well that will be used to collect data to assess percolation rates.
- Any permanent stream gauges will be installed by others.
- Summary report will be provided in electronic format and revised based on one set of comments provided by the GSA.

C4.c.6 Implementation Consultation and Meetings

As with the design phase, throughout the project, Consultant shall work closely with GSA representatives to coordinate activities, provide information, develop appropriate strategies and answer questions. It is anticipated that up to 4 meetings will be conducted and scheduled as needed.

Deliverables:

- Meeting agendas, minutes, and list of action items.

Assumptions:

- Meeting notes will be provided in electronic format and will not be revised.
- Meetings will be conducted as teleconferences and will be 1-hour in duration.

Category (e): Engagement / Outreach

C4.e.7 Stakeholder Engagement

- Consultant shall conduct public meetings and prepare documentation for outreach to stakeholders and interested parties, including Chico area residents, the City of Chico, Butte County, Cal Water, selected State and federal resource agency representatives and downstream water users. Three interviews shall be conducted with key stakeholders. Contractor shall prepare an interview summary memorandum after completion of all interviews and will be provided electronically to the GSA.

Deliverables:

- Meeting agenda and presentation materials

Assumptions

- Interviews will be by teleconference and will be up to 2-hours in duration.
- Six total public meetings (may include GSA, Stakeholder Advisory Committee, public workshops etc. as directed by GSA representatives) shall be prepared for and attended by two members of the Contractor team. A total of 12 hours for each consultant member has been allotted for these meetings.
- The meetings will be conducted in the City of Chico
- The GSA will advertise, coordinate, and setup each of the meetings.

Contractor Compensation:

The maximum amount billable under this contract shall not exceed one million and thirty seven thousand dollars (\$1,037,000). Billing rates are identified on Attachment III, Exhibit "A", CONTRACTOR Fee Schedule, attached hereto and incorporated herein. CONTRACTOR shall submit fully delineated invoices by budget category and task monthly to GSA. Using a general overhead percentage is not allowed and shall not be used for invoicing. Expenditures for tasks shall not exceed totals specified in each Budget Category presented in the Cost Breakdown Tables for each Component.

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

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

Purchase of monitoring equipment or other materials shall be preapproved by GSA and accompanied by receipts for reimbursement. Total expenses of equipment shall not exceed \$200,000.

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

Fully Delineated invoices must include:

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

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

Licensing

All deliverables will be licensed for use by the Vina Groundwater Sustainability Agency and other direct project related cooperators only for the purposes of this scope of work. A license agreement will be executed by both parties (and its consultants) at notice to proceed.

Cost Breakdown Tables

COMPONENT 3

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

Table 1: Component 3 Cost Breakdown by Task

Budget Category	Task	Technical	Project Mgt	Total Cost	Budget Category Total
	C3.1 Project Management	\$ -	\$ -	\$ -	
Category (b): Environmental/Engineering/Design	C3.b.2 - Task 1 Develop Extend Orchard Replacement Pilot Program	\$ 123,900	\$ 6,100	\$ 130,000	\$ 275,000
	C3.b.3 - Task 2 Develop Precision Irrigation Pilot Program	\$ 138,100	\$ 6,900	\$ 145,000	
Category (c): Implementation Construction	C3.c.4 - Task 3 Implement Extend Orchard Replacement Pilot Program	\$ 81,000	\$ 4,000	\$ 85,000	\$ 155,000
	C3.c.5 - Task 4 Implement Precision Irrigation Pilot Program	\$ 66,700	\$ 3,300	\$ 70,000	
Category (d): Monitoring/Assessment	C3.d.6 - Task 5 Monitor and Assess Extend Orchard Replacement Pilot Program	\$ 157,200	\$ 7,800	\$ 165,000	\$ 290,000
	C3.d.7 - Task 6 Monitor and Assess Precision Irrigation Pilot Program	\$ 119,100	\$ 5,900	\$ 125,000	
Category (e): Engagement/Outreach	C3.e.8 - Stakeholder Engagement, Education, and Outreach	\$ 19,000	\$ 1,000	\$ 20,000	\$ 20,000
Total		\$ 705,000	\$ 35,000	\$ 740,000	\$ 740,000

COMPONENT 4

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

Table 1: Component 4 Cost Breakdown by Task

Budget Category	Task	Technical	Project Management	Total Cost	Budget Category Total
Category (a): Component Administration	C4.1 Project Management	\$0	\$0	\$0	
Category (b): Environmental / Engineering / Design	C4.b.2 Pilot Project Feasibility and Initial Design	\$155,879	\$12,121	\$168,000	180,000
	C4.b.3 Design Consultation and Meetings	\$12,000	\$0	\$12,000	
Category (c) Implementation / Construction	C4.c.4 Task 1: Final Implementation Design of the Lindo Channel Recharge Pilot Project	\$68,939	\$6,061	\$75,000	90,000
	C4.c.5 Task 2: Install Monitoring Network	\$5,000	\$0	\$5,000	
	C4.c.6 Implementation Consultation and Meetings	\$10,000	\$0	\$10,000	
Category (e) Engagement / Outreach	C4.e.7 Stakeholder Engagement	\$25,182	\$1,818	\$27,000	27,000
Total		\$277,000	\$20,000	\$297,000	297,000

Schedule

Changes to the schedule may be made in writing as mutually agreed upon by GSA and CONTRACTOR.

Component 3	Start	Finish
Category (a): Component Administration		
Task C3.1 - Project Management	3/18/2024	4/15/2026
Invoices with Cover Letter	16th of Every Month	
Category (b): Environmental / Engineering / Design		
Task C3.b.2 - Develop Extend Orchard Replacement Pilot Program	3/18/2024	9/16/2024
Extend Orchard Replacement Pilot Program Technical Report	6/17/2024	9/16/2024
Presentation Materials for Pilot Program	6/17/2024	9/16/2024
Spatial Mapping	6/17/2024	9/16/2024
Task C3.b.3 - Precision Irrigation Pilot Program Design	3/18/2024	9/16/2024
Precision Irrigation Pilot Program Technical Report	6/17/2024	9/16/2024
Presentation Materials for Pilot Program	6/17/2024	9/16/2024
Spatial Mapping	6/17/2024	9/16/2024
Category (c) Implementation / Construction		
Task C3.c.4 - Implement Extend Orchard Replacement Pilot Program	6/17/2024	12/16/2024
Equipment Purchase Documentation	6/17/2024	12/16/2024
Spatial Mapping	6/17/2024	12/16/2024
Task C3.c.5 - Implement Precision Irrigation Pilot Program	6/17/2024	4/15/2026
Equipment Purchase Documentation	6/17/2024	12/16/2024
Spatial Mapping	6/17/2024	3/9/2026
Category (d): Monitoring/Assessment		
Task C3.d.6 - Monitor and Assess Extend Orchard Replacement Pilot Program	6/17/2024	4/15/2026
Quarterly Update Reports	6/17/2024	12/12/2025
1	9/16/2024	12/13/2024
2	12/16/2024	3/14/2025
3	3/17/2025	6/13/2025
4	6/16/2025	9/12/2025
5	9/15/2025	12/12/2025
Final Report	12/15/2025	4/15/2026
Spatial Data	9/13/2024	4/15/2026
Task C3.d.7 – Monitor and Assess Precision Irrigation Pilot Program Results	12/16/2024	4/15/2026
Quarterly Update Reports	12/16/2024	12/12/2025
1	12/16/2024	3/14/2025
2	3/17/2025	6/13/2025
3	6/16/2025	9/12/2025
4	9/15/2025	12/12/2025

Final Report	12/15/2025	4/15/2026
Spatial Data	3/14/2025	4/15/2026
Category (e) Engagement / Outreach		
Task C3.e.8 - Stakeholder Engagement, Education, and Outreach¹	3/18/2024	4/15/2026

Notes: This task is for support of Outreach and Education. Contractor shall provide deliverables as directed by GSA and associated contractors leading this task.

Component 4	Start	Finish
C4.1 Project Management	3/18/2024	6/17/2025
Invoices with Cover Letter	16th of Every Month	
C4.b.2 Pilot Project Feasibility and Initial Design	3/18/2024	7/22/2024
Summary report of project feasibility	6/17/2024	7/1/2024
Existing condition stream and diversion structure documentation	7/8/2024	7/22/2024
C4.b.3 Design Consultation and Meetings	3/18/2024	6/17/2025
Kickoff meeting and site visit	3/25/2024	
Up to 6 additional meetings	Dates coordinated with GSA	
Meeting agendas, minutes, and list of action items	Agendas available 2 days before meetings, minutes available within 1 week of meeting	
C4.c.4 Task 1: Final Implementation Design	7/29/2024	10/28/2024
Design Plans or Operations Report	8/26/2024	9/16/2024
Maintenance Plan	9/23/2024	10/14/2024
C4.c.5 : Install Monitoring Network	7/29/2024	6/17/2025
Summary report	9/16/2024	6/17/2025
C4.c.6 Implementation Consultation and Meetings	3/18/2024	6/17/2025
Up to four meetings	Dates coordinated with client	
Meeting agendas, minutes, and list of action items.	Agendas available 2 days before meetings, minutes available within 1 week of meeting	
C4.e.7 Stakeholder Engagement	3/18/2024	6/17/2025
Up to three interviews	Dates coordinated with GSA	
Up to six total public meetings	Dates coordinated with GSA	
Outreach documentation	Available two days before meetings	
Interview summary	Available within one week of meetings	

Exhibit A: CONTRACTOR Fee Schedule

GEOSYNTEC CONSULTANTS 2024 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$155
Senior Staff Professional	\$180
Professional	\$205
Project Professional	\$230
Senior Professional	\$255
Principal	\$275
Senior Principal	\$295
Technician I	\$ 82
Technician II	\$ 89
Senior Technician I	\$100
Senior Technician II	\$107
Site Manager I	\$120
Site Manager II	\$132
Construction Manager I	\$142
Construction Manager II	\$152
Senior Designer	\$190
Designer	\$160
Senior Drafter/Senior CADD Operator	\$145
Drafter/CADD Operator/Artist	\$130
Project Administrator	\$ 85
Clerical	\$ 70
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

US 2024 RATE C

Land IQ - Standard and Expert Testimony Rates - Effective Jan 2024- Dec 2024

Standard Classification	Consulting (\$/hr)	Legal Support, Deposition & Expert Testimony (\$/hr)
Principal Scientist II	\$ 245.00	\$ 400.00
Principal Scientist I	\$ 235.00	\$ 400.00
Principal Analyst I	\$ 225.00	\$ 400.00
Senior Ecologist II	\$ 195.00	\$ 375.00
Senior Scientist II	\$ 195.00	\$ 375.00
Senior Analyst II	\$ 195.00	\$ 375.00
Senior Developer II	\$ 195.00	\$ 375.00
Senior Scientist I	\$ 180.00	\$ 350.00
Senior Analyst I	\$ 180.00	\$ 350.00
Senior Developer I	\$ 180.00	\$ 350.00
Senior Ecologist I	\$ 180.00	\$ 350.00
Senior Project Manager I	\$ 180.00	\$ 350.00
Project Scientist	\$ 170.00	\$ 350.00
Project Developer	\$ 170.00	\$ 350.00
Project Manager	\$ 170.00	\$ 350.00
Project Analyst	\$ 165.00	\$ 350.00
Project Ecologist	\$ 165.00	\$ 325.00
Associate Developer	\$ 155.00	N/A
Associate Scientist	\$ 155.00	N/A
Associate Ecologist	\$ 150.00	N/A
Associate Analyst	\$ 150.00	N/A
Staff Developer II	\$ 140.00	N/A
Staff Scientist II	\$ 140.00	N/A
Staff Analyst II	\$ 135.00	N/A
Staff Ecologist II	\$ 135.00	N/A
Staff Developer I	\$ 135.00	N/A
Staff Scientist I	\$ 130.00	N/A
Staff Analyst I	\$ 130.00	N/A
Staff Ecologist I	\$ 125.00	N/A
Technician/Assistant II	\$ 115.00	N/A
Accounting Assistant II	\$ 110.00	N/A
Technician/Assistant I	\$ 95.00	N/A
Accounting Assistant I	\$ 95.00	N/A

*Rates effective through 2024 for new contracts, tasks, amendments, or renegotiations.
Rates are subject to escalation on an annual basis.*



2024 Billing Rate Schedule
 (Effective January 1, 2024, through December 31, 2024)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

* This schedule is updated annually.

Vina Grant Component 2- LWA

This Contract, dated as of the last date executed by the Vina Groundwater Sustainability Agency is between the Vina Groundwater Sustainability Agency, formed under a Joint Exercise of Powers Agreement, hereinafter referred to as "GSA", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date		Upon Execution	On Following Date		April 15, 2026
Member Agency Lead		Butte County			
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)					
Price	\$	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		\$ 695,000	<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information			GSA Contact Information		
CONTRACTOR	Larry Walker Associates		Project Manager	Christina Buck	
Address	1480 Drew Avenue, Suite 100		Address	308 Nelson Ave.	
City, State & ZIP	Davis, CA 95618		City, State & ZIP	Oroville, CA 95965	
Telephone	530-753-6400		Telephone	530-552-3595	
Email	ryanf@lwa.com		Email	cbuck@buttecounty.net	

WHEREAS, GSA, through the GSA Member Agency identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work

By signature below, the GSA Program Manager, or their designee, certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Professional Services Contract."

 Typed or Printed Name

 Signature

 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

GSA

CONTRACTOR

By _____
 Evan Tuchinsky Date
 Chair, Vina Groundwater Sustainability Agency

 Larry Walker Associates Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
 Kamie Loeser
 Management Committee Representative

APPROVED AS TO FORM
 Valerie Kincaid
 GSA Legal Counsel

By _____

By _____

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **GSA Project Manager.** The GSA Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of GSA nor is the CONTRACTOR a partner or in any way directly affiliated with the GSA. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The GSA retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the GSA by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the GSA. The parties agree that the GSA will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the GSA and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any

individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the GSA or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the GSA, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the GSA, but excluding liability due to the active negligence or willful misconduct of the GSA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to GSA for any loss of or damage to GSA property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the GSA's funding source herein may be GSA, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with GSA, State or Federal mandates and to reimburse the GSA for any liability upon the GSA for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to GSA, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with GSA Policies and Procedures. No

oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** GSA has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by GSA shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the GSA.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Directors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The GSA may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the

end of the 30 days, if remedy is not made or does not satisfy the default, the GSA shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the GSA may proceed with the work in any manner deemed proper by the GSA. The cost to the GSA shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the GSA.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of GSA and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. GSA will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
 - a. This contract is entered into by GSA upon the express representation that CONTRACTOR has no other contracts in effect with GSA except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
 - b. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the GSA in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the GSA for the advice of Vina GSA Legal Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the GSA and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The GSA at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that GSA waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER GSA Contracts

List any and all contracts that you have with GSA or Member Agencies. If none, you must stipulate "none."
This cannot be left blank or omitted from the contract.

CONTRACTOR has the following contracts with the GSA or Member Agencies:

- Butte County Phase II Stormwater Program Support
- City of Chico Stormwater Master Plan
- City of Chico Local Limits Study

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the GSA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the GSA.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The GSA, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the GSA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the GSA, its officers,

officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the GSA.

C. WAIVER OF SUBROGATION: Contractor hereby grants to GSA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the GSA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the GSA has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the GSA for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the GSA. The GSA may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GSA.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the GSA.

F. VERIFICATION OF COVERAGE: Contractor shall furnish GSA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The GSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: GSA reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the GSA certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the GSA for review.

**ATTACHMENT VI
PROFESSIONAL CREDENTIALS**

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

Table 1. Professional credentials of key staff overseeing the project. Support staff offer additional credentials as needed.

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

ATTACHMENT III Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At 90 days prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with GSA Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

Duties and obligations of the CONTRACTOR:

COMPONENT 2: GSP UPDATES, DATA GAPS, AND OUTREACH SCOPE

Component 2 consists of the installation of monitoring sites and dedicated monitoring equipment, to expand the understanding of basin conditions in the Vina subbasin and address data gaps as identified in the Groundwater Sustainability Plan (GSP). In aggregate, project tasks will help expand the understanding of the hydrogeology and hydrology in the Subbasin to support updates to the GSP and successful management of the subbasin.

Additionally, the project focuses on improving the understanding of the domestic well conditions in the Subbasin by performing an in-depth review of the domestic wells in the Subbasin and by creating a Community Monitoring Program with dry well tracking. In aggregate, project tasks will help expand the understanding of the domestic well conditions in the Subbasin. The project includes preparation of the five-year GSP Periodic Evaluation and tasks to address recommended corrective actions identified by DWR in the Determination Letter for the Vina GSP.

The public and interested parties will be informed of the activities associated with this project through regular Stakeholder Advisory Committee Meetings, meetings of the GSA Boards, public workshops, and regular email correspondence to the interested parties list, similar to the approach taken during GSP development. In addition, targeted outreach will be conducted to stakeholders near and around the monitoring sites.

Category (b): Environmental / Engineering / Design

Task 1: Landowner Access Agreement/Site Access

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

Deliverables:

- Landowner access agreement(s)

Assumptions:

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

Task 2: Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Planning

CONTRACTOR shall conduct planning and design activities associated with the multi-completion monitoring well installation, shallow well or piezometer and stream gage installation/maintenance within the Subbasin. Monitoring well planning will consider data gaps identified in the Vina Groundwater Sustainability Plan and monitoring needs of other projects that are underway in the Vina subbasin, including the Lindo Channel Project. Task 8 activities will be coordinated with overall monitoring well planning conducted under this task.

CONTRACTOR shall perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the final number and location of monitoring wells to be installed, and the final number of completions to be included in each monitoring well. Locations for additional monitoring wells will be identified for inclusion in a DWR Technical Support Services application. CONTRACTOR shall draft application content and will coordinate well drilling/monitoring activities with DWR's Technical Support Services (TSS) Program, as feasible.

CONTRACTOR shall acquire necessary permits required for the installation of the wells, piezometers and gages and any additional permits, as required.

CONTRACTOR shall prepare the environmental documentation, as required, under CEQA with the County Clerk's Office and State Clearinghouse. CONTRACTOR shall submit the CEQA document(s) to the GSA who will work with the DWR Grant Manager for review and concurrence prior to beginning construction. Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance. CONTRACTOR shall wait for Notice to Proceed before construction begins.

Deliverables:

- Draft Application for DWR Technical Support Services Program
- Map of recommended locations for monitoring wells, piezometers and gages for GSA approval
- Required environmental documentation for CEQA compliance
- Copies of required permits

Category (c): Implementation / Construction

Task 3: Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Installation

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

a recommendation for award made. CONTRACTOR shall send a Notice of Intent to Award to the selected bidder(s) and submit a Notice(s) to Award.

CONTRACTOR shall manage the selected contractor to install a minimum of one (1) multi-completion monitoring well with a minimum of two (2) vertical zones per well. CONTRACTOR shall assess the Hydrogeologic Conceptual Model (HCM) to decide the number of screen intervals, water conditions, well locations, water trends and conditions, and access agreements. CONTRACTOR shall install a minimum of three (3) new surface water flow monitoring sites and install each stream gage with three (3) new shallow monitoring wells. CONTRACTOR will assess the HCM to decide the final well design including the depth and distance of the wells from stream gages, water conditions, data gaps, water trends and conditions, and access agreements.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance. CONTRACTOR shall wait for GSA to provide Notice to Proceed before beginning category (c) tasks. CONTRACTOR shall install stream gages and provide construction management support during well drilling. The GSA will contract directly with the well driller(s).

Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total contract amount.

Deliverables:

- Bid documents
- Installation Plan for GSA approval
- Notice of award
- Well permits, if applicable
- Notice to Proceed (to well contractor)
- Photos of completed wells
- Well completion reports
- 100% Design, plans and specifications
- Surface and groundwater monitoring site summary report

Assumptions:

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

Category (d): Monitoring / Assessment

Task 4: Response to DWR GSP Determination

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

Deliverables:

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

Task 5: Draft Periodic Evaluation of the GSP

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

Deliverables:

- Draft GSP Periodic Evaluation
- Board meeting presentations on GSP evaluations
- Map files and data sets developed for the GSP Periodic Evaluation

Task 6: Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water (ISW) Sustainable Management Criteria

CONTRACTOR shall refine the sustainable management criteria for Interconnected Surface Water to address DWR comments on the Vina GSP related to the technical approach for the use of groundwater levels as proxies for measurable objectives and minimum thresholds. CONTRACTOR will use new data to fill initial data gaps and develop a refined approach to set the Interconnected Surface Water SMC for inclusion in the amended GSP.

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

Deliverables:

- Draft and Final Technical Memo or Updated Chapter in GSP
- A copy of the refined/updated BBGM files
- Map files and datasets developed or utilized to develop the SMC

Task 7: Domestic Well Survey

CONTRACTOR shall conduct activities to address the identified data gap related to domestic wells in the Vina Subbasin. CONTRACTOR shall perform a desktop survey of existing domestic well dataset to identify wells with poor construction information and wells with a high potential to go dry. Activities will include field visits to the wells identified to confirm use status and well video surveys on wells in-use with poor construction information. CONTRACTOR shall update current dataset of domestic wells with results of the survey including active domestic wells and their construction information.

Deliverables:

- Technical Memorandum
- Domestic well database

Task 8: Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment

CONTRACTOR shall create a monitoring program plan for domestic well owners that will include methods for outreach and engagement, identifying and meeting education needs, identifying methods for data management, and how the plan will be implemented.

CONTRACTOR shall purchase and install necessary monitoring equipment to track water levels in eight (8) domestic wells. CONTRACTOR shall support engagement with domestic well owners who volunteer to participate.

Deliverables:

- Map of installed equipment
- Summary of well characteristics

Task 9: Community Monitoring and Dry Well Data and Visualization

CONTRACTOR shall enhance the existing Data Management System (DMS) to house the water levels collected as part of the community monitoring program established under Task 8 and to track dry wells. CONTRACTOR shall coordinate task activities with County DMS development process. CONTRACTOR shall develop a system for verifiably reporting and tracking dry wells and will append community monitoring data to the County DMS.

Deliverables:

- DMS input tables

Category (e): Engagement / Outreach

Task 10: Community Monitoring Program Engagement and Education

CONTRACTOR shall participate in public engagement through two in-person workshops designed to educate participants in the community monitoring program and instruct the GSA on how to use the installed monitoring equipment including how to upload the data to the DMS. CONTRACTOR shall work with GSA to inform interested parties about implementation progress through continued GSP-related outreach, relevant reports, and data. Develop public information materials to be distributed informing the public of the program and how they can participate. Hold workshops to discuss the program and hear the suggestions, questions, and concerns of the community.

Deliverables:

- Informational handouts for up to two workshops

Contractor Compensation:

The maximum amount billable under this contract shall not exceed six hundred and ninety-five thousand (\$695,000). Billing rates are identified on Attachment III, Exhibit "A", CONTRACTOR Fee Schedule, attached hereto and incorporated herein. CONTRACTOR shall submit fully

delineated invoices by budget category and task monthly to GSA. Using a general overhead percentage is not allowed and shall not be used for invoicing. Expenditures for tasks shall not exceed totals specified in each Budget Category presented in the Cost Breakdown Table.

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

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

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

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

Fully Delineated invoices must include:

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

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

Cost Breakdown Table

Component 2: GSP Updates, Data Gaps, and Outreach

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

Table 1. Component 2 Cost Breakdown by Task.

Budget Category / Task	Cost
Budget Category (a): Administration	
Not Applicable	\$0
Budget Category (a) Subtotal:	\$0
Budget Category (b): Environmental / Engineering / Design	
1. Landowner Access Agreement/Site Access	\$9,364
2. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Planning	\$30,636
Budget Category (b) Subtotal:	\$40,000
Category (c): Implementation / Construction	
3. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Installation (min. of 1 multi-completion well, 9 shallow wells, and 3 stream gages)	\$135,000
Budget Category (c) Subtotal:	\$135,000
Category (d): Monitoring / Assessment	
4. Response to DWR GSP Determination	\$54,560
5. Draft Periodic Evaluation of the GSP	\$54,450
6. Gather, Evaluate Data, and Develop Approach for Interconnected Surface Water Sustainable Management Criteria	\$238,612
7. Domestic Well Survey	\$33,860
8. Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment (8 wells)	\$116,160
9. Community Monitoring and Dry Well Data and Visualization	\$14,858
Budget Category (d) Subtotal:	\$512,500
Category (e): Engagement / Outreach	
10. Community Monitoring Program Engagement and Education	\$7,500
Budget Category (e) Subtotal:	\$7,500
Project Total:	\$695,000

Note: Budget Category C, Task 3 excludes \$215,000 to drill a minimum of one (1) multi-completion monitoring well with a minimum of two (2) vertical zones per well and nine (9) new shallow monitoring wells. The GSA will contract directly with the driller(s) awarded the work. The budgeted amount may be adjusted as bids are received. Budget may be moved between tasks within the same Budget Category as mutually agreed. A well installation plan will be developed under Budget Category (c) after bids have been received to get GSA approval of the number of new monitoring sites to be drilled. LWA shall be responsible for installing the stream gages and providing construction management services while drilling.

Schedule

Component 2: GSP Updates, Data Gaps, and Outreach

The project schedule (Table 2) is based on an anticipated project start date in March 2024 with project completion in March 2026 (i.e., 24-month timeline). The estimated completion time of the project may change (shorten/lengthen) based upon the responsiveness of the other agencies to information requests, design review phases, permitting, contractor availability, procurement lead times (supply chain), and the ability to perform some project tasks concurrently. CONTRACTOR shall inform GSA staff of any schedule changes.

Table 2. Component 2 Deliverable Due Dates.

Budget Category	Task Number	Deliverable	Due Date
Budget Category (a): Administration	N/A	N/A	N/A
Category (b): Environmental / Engineering / Design	1. Landowner Access Agreement/Site Access	Landowner access agreement(s)	August 2024
	2. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Planning	Draft Application for DWR Technical Support Services Program	June 2024
		Map of recommended locations for monitoring wells, piezometers, and gages for GSA approval	June 2024
		Required environmental documentation for CEQA compliance	Sept 2024
		Copies of required permits	Sept 2024
Category (c): Implementation / Construction	3. Multi-Completion Monitoring Wells, Shallow Wells and Stream Gages Installation	Bid documents	Oct 2024
		Installation Plan for GSA approval	Nov 2024
		Notice of award	Dec 2024
		Well permits, if applicable	Dec 2024
		Notice to Proceed (to well contractor)	Dec 2024
		Photos of completed wells	June 2025
		Well completion reports	June 2025
100% Design, plans and specifications	August 2024		

Budget Category	Task Number	Deliverable	Due Date
		Surface and groundwater monitoring site summary report	Dec 2025
Category (d): Monitoring / Assessment	4. Response to DWR GSP Determination	Draft Amended GSP	Feb 2026
		Map files and data sets developed for GSP amendments	Feb 2026
	5. Draft Periodic Evaluation of the GSP	Draft GSP Periodic Evaluation	Jan 2026
		Board meeting presentations on GSP evaluations	Feb 2026
		Map files and data sets developed for the GSP Periodic Evaluation	Mar 2026
	6. Gather, Evaluate Data, and Develop Approach for ISW SMC	Technical Memo or Updated Chapter in GSP	Jan 2026
		Draft Tech Memo/Chapter	Dec 2025
		A copy of the refined/updated BBGM files	Mar 2026
		Map files and datasets developed or utilized to develop the SMC	Mar 2026
	7. Domestic Well Survey	Technical Memorandum	Dec 2024
		Domestic well database	Dec 2024
	8. Create Community Monitoring Plan and Equip Volunteer Wells with Monitoring Equipment	Map of installed equipment	Jun 2025
		Summary of well characteristics	Jun 2025
9. Community Monitoring and Dry Well Data and Visualization	DMS input tables	Dec 2025	
Category (e): Engagement / Outreach	10. Community Monitoring Program Engagement and Education	Informational handouts for up to two workshops	Jan 2025 / Jun 2025

Exhibit A: CONTRACTOR Fee Schedule



LARRY WALKER ASSOCIATES RATE SHEET
Effective July 1, 2023 – June 30, 2024

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

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

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



Vina
Groundwater Sustainability Agency
Agenda Transmittal

Agenda Item: 6.4

Subject: Consideration of Fiscal Year 2023/2024 Budget Adjustments

Contact: Kamie Loeser

Phone: 530-552-3590

Meeting Date: March 13, 2024

Regular Agenda

Department Summary:

On July 26, 2023, the Vina GSA Board approved the Fiscal Year 2023/2024 (FY 23/24) Budget (Resolution 2023-02) with an identified revenue and expenses of \$267,750. The FY 23/24 Budget was adopted under the assumption that the Sustainable Groundwater Management (SGM) Grant Program would cover costs for the identified Groundwater Sustainability Plan (GSP) implementation and SGMA compliance projects and management actions.

An Award Notification letter from the California Department of Water Resources (DWR) was received on October 2, 2023 informing the Vina GSA that the "Vina Subbasin GSP Projects and Management Actions Implementation Proposal" was recommended for funding in the amount of \$5.535 million, conditioned upon the execution of a Grant Agreement between DWR and the Vina GSA.

On February 27, 2024, DWR provided guidance to the GSA assuring that the Grant Agreement is being finalized and recommended that the GSA initiate work. Staff has been working to finalize consultant contracts, including project work plans, budgets and schedules for the grant projects.

Staff requests an increase of \$822,813 to the adopted operating budget for an anticipated operating budget of \$1,090,563 for the FY 23/24. The identified changes includes unexpended revenue from the 2022/23 fiscal year for professional audit and legal services and anticipated revenue and expenditures associated with execution of the GSA's SGM Grant Program projects.

Fiscal Impact: Add \$822,813 to the adopted 2023/2024 fiscal year budget for a total operating budget of \$1,090,563.

Staff Recommendation: Review and approve budget adjustments or provide direction to the Management Committee.

VINA SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY			
FY23-24 Budget Adjustment			
March 13, 2024			
REVENUES	Adopted Budget 07/26/23	Budget Amendment	Adjusted Budget
Proposition 218 Landowner Fees	\$255,666		\$255,666
Proposition 218 Fee Agreements	\$6,984		\$6,984
DWR SGMA Round 2 Grant Funding		\$812,478	\$812,478
Interest	\$100		\$100
Rollover from FY 22/23		\$15,335	\$15,335
TOTAL REVENUES	\$262,750	\$827,813	\$1,090,563
EXPENSES			
Cost Category-GSA Admin.			
Professional Services - Admin.			
Professional Audit Services (every 2 years, 21-22, 22-23)	\$5,000	\$2,500	\$7,500
Financial Services	\$2,500	\$0	\$2,500
Legal Services	\$20,000	\$7,835	\$27,835
Program Manager (w/County management)	\$60,000		\$60,000
Professional Services - Admin. Sub-total	\$87,500	\$10,335	\$97,835
Office Expense			
Bank Fees	\$250		\$250
Insurance	\$2,000		\$2,000
Outreach (per education and outreach plan)	\$0		\$0
Website	\$2,000		\$2,000
Supplies	\$2,000		\$2,000
Office Expense Sub-total	\$6,250	\$0	\$6,250
Professional Services - GSP Implementation	\$0		\$0
Legal Defense Reserve	\$100,000		\$100,000
County Tax Roll Fee Support	\$9,000		\$9,000
Contingency (10%)	\$0		\$0
GSA Admin. Sub-total	\$202,750	\$10,335	\$213,085
SGMA Grant Administration and Projects			
Grant Administration		\$40,000	\$40,000
Demand Reduction Strategies		\$305,952	\$305,952
Lindo Channel Surface Water		\$90,819	\$90,819
Surface Water Supply and Recharge Feasibility Study		\$101,781	\$101,781
SGMA Grant Administration and Projects Sub-Total		\$538,552	\$538,552
Cost Category-SGMA Compliance			
Annual Reporting (with continued DWR monitoring)	\$0	\$80,000	\$80,000
GSP Updates, Data Gaps, Data Management Syst	\$0	\$159,226	\$159,226
Surface-GW Interaction Modeling	\$0		\$0
GSA Coordination & Outreach (w/in and between GSAs)	\$0	\$34,700	\$34,700
Data Management System Maintenance	\$0		\$0
Long Term Financial Planning/Fees	\$65,000		\$65,000
Grant Procurement	\$0		\$0
Contingency (8%)	\$0		\$0
SGMA Compliance Sub-Total	\$65,000	\$273,926	\$338,926
TOTAL EXPENSES	\$267,750	\$822,813	\$1,090,563



BUTTE COUNTY RECHARGE ACTION PLAN

Prepared by:
Department of Water & Resource Conservation

Adopted: February 13, 2024



**Prepared by Dr. Christina Buck, Assistant Director
Department of Water and Resource Conservation**

In consultation with:

Water Commission Ad Hoc

Tovey Giezentanner, Aimee Raymond, Donnie
Stinnett, Ernie Washington

Technical Advisory Committee Ad Hoc

Joe Connell, Jeff Davids, Kyle Morgado

Adopted by the Butte County Board of Supervisors
February 13, 2024

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Introduction

California experienced a remarkable shift from the past few years with the arrival of 31 atmospheric river storms between October 1, 2022 and April 2023, in contrast to the preceding driest three-year period in the state’s recorded history. While by some measures the drought is now over, continuing impacts of drought and the recent shift in conditions highlights just how much we need to prepare for wetter wet and drier dry years.

Butte County recognizes the need to address declining groundwater levels, particularly in the Vina Subbasin (Figure 1), and is engaged with Groundwater Sustainability Agencies (GSAs) to pursue solutions using a five-pronged approach.

- 1 Reducing groundwater demand through increased conservation activities ↓
- 2 Increasing groundwater recharge during wet periods ↑
- 3 Increasing use of available surface water supplies when economical 💧
- 4 Land use management to manage water demands, and: 📊
- 5 Inter-basin coordination 🤝

As part of the state’s response to California’s unprecedented amount of rain during the 2023 water year, Governor Newsom issued [Executive Order \(EO\) N-4-23](#) that enabled local water agencies and other water users to capture water from storms to recharge groundwater supplies. The order suspended

regulations and restrictions on permitting and use to enable water agencies and water users to divert flood stage water for the purpose of boosting groundwater recharge. Subsequently, Senate Bill 122 put into law the bulk of EO N-4-23 as [Water Code Section 1242.1](#).

However, given the local precipitation conditions and timing of the EO, Butte County was unable to implement actions under the EO. In a [letter to the California Department of Water Resources](#), Butte County communicated its approach and intent to pursue enhanced natural recharge. The letter outlined a series of activities to pursue, including the creation of a Butte County Groundwater Recharge Action Plan (“Recharge Action Plan”).

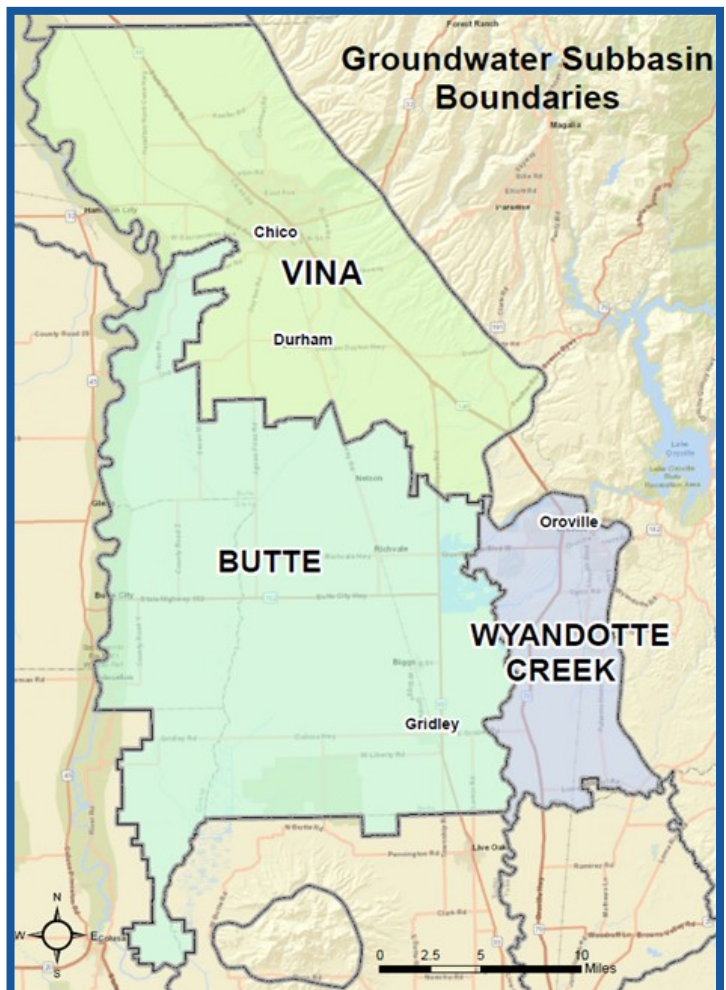


Figure 1. Groundwater Subbasins in Butte County

This Recharge Action Plan satisfies this commitment and outlines actions the County plans to pursue, directly or through partnerships, to participate in the sustainable management of local groundwater resources.

Why Set a Recharge Goal?

In August 2022, the Newsom Administration released [California's Water Supply Strategy- Adapting to a Hotter, Drier Future](#) which charted actions to offset the water supply that will be lost to a changing climate. It describes an anticipated 10% reduction in California Water Supply driven by hotter, drier weather that consumes a greater share of the rain and snow-fall absorbed by dry soils, thirsty plants, and evaporation into the air.

Locally a similar increase in evaporative demand was estimated for the Vina Subbasin (7.5%). Although in recent decades a slightly smaller agricultural footprint county-wide, increased irrigation efficiency, and urban conservation has reduced groundwater demands, a warming climate means agricultural, urban, and native lands will be thirstier and demand more water¹. The climate change modeling scenario used for the Vina Groundwater Sustainability Plan suggests groundwater pumping demands and the imbalance of net recharge in the future will be similar to conditions observed during 2000-2018. This period and more recent years have seen a decline in groundwater storage of about 20,000 acre-feet per year resulting in cumulative storage decline of about 550,000 acre-feet. This is evidenced by declining groundwater levels and historical lows in some areas of the subbasin². The recent past reflects the anticipated extremes of dry and wet years the future may hold. Therefore enhancing natural recharge during wet years and also during big storms within dry years becomes a key strategy in leveling off declining groundwater levels and managing groundwater sustainably through droughts and floods.

In addition, in the Butte Subbasin potential future changes to inflows to Lake Oroville could lead to an increase in the frequency of cutbacks to water districts in the County using Feather River water supplies for irrigation.

Reduced availability of surface water in some years will increase groundwater demand (an estimated 29%). However, in the Butte Subbasin change in groundwater storage is projected to decline only about 2,000 acre-feet per year³.

Groundwater levels in the Wyandotte Creek Subbasin have declined through the recent dry years, but longer-term

RECHARGE DEFINED

"Groundwater Recharge" means a process where water moves down from the ground surface or the bottom of a waterway and infiltrates an underlying aquifer. Groundwater recharge actions include increasing the amount of raw, treated or recycled water in the groundwater basins through human-controlled means, including, but not limited to, use of aquifer storage and recovery wells, injection wells, surface spreading basins, field flooding, storm water capture, flood managed basins, and in-lieu recharge." Water Code 10004.7

Implementation steps in this Recharge Action Plan focus on field flooding, storm water capture, and in-lieu recharge.

1 [Vina Subbasin Groundwater Sustainability Plan-Section 2.3 Water Budget \(Table 2-8\)](#)

2 [Annual Report 2022](#) submitted to Department of Water Resources for Vina Subbasin

3 [Butte Subbasin Groundwater Sustainability Plan- Section 2.2.3 Water Budget \(Table 2-8\)](#)



trends show relatively stable conditions with variability associated with wet and dry year cycles and generally no appreciable change in groundwater storage over time⁴.

The Vina Subbasin is the focus area for pursuing recharge activities, although continued creative water management and projects in the other two subbasins will be important for maintaining groundwater sustainability there. The problem in Vina is three fold: 1. Currently there is an estimated 550,000 acre-foot deficit of groundwater in storage (i.e. potential space in the aquifer to refill), 2. Ongoing average annual decline of 20,000 acre-feet of groundwater in storage, and 3. Anticipated increasing water demand (7.5-10%) by a warming climate.

In Butte County, the main driver of groundwater level increases or declines is the balance of wet and dry years that occur. Therefore, groundwater demand and recharge in the County must, on a decadal time scale, be in balance with local climate conditions. This means that recharge (and conservation) efforts must be implemented in a way that scale up or down to reflect drought or wet periods that occur. ***Given the recent consecutive severe drought periods (2013-2016 and 2020-2022), a scaled up effort is required now to return the Vina Subbasin to a balanced condition.***

The Goal: Expand average annual groundwater recharge by at least 20,000 acre-feet

Due to recent declines in groundwater levels in some areas of the Vina Subbasin, capacity exists (~550,000 acre-feet) in the groundwater system to store additional water underground. Increasing recharge will provide benefits to the shallow groundwater system that in some places supports groundwater dependent ecosystems. Where recharge increases groundwater levels, it will also increase reliability of domestic wells providing drinking water supplies to rural households and will decrease pumping costs for all groundwater users. In addition, increasing recharge may also increase stream flows at later times that could provide benefits to creeks and streams or to the Sacramento River.

The average annual recharge goal mirrors the 20,000 acre-feet of average decline in groundwater storage in the Vina Subbasin over the past couple decades. However, efforts to increase recharge will recognize that some wet years will bring opportunities to recharge upwards of 90,000 acre-feet while other years will provide limited opportunities for recharge. The scale of projects should recognize this wide swing of opportunity driven by the whiplash of wet and dry periods. Additionally, in most years there is an opportunity to increase use of surface water supplies for irrigation in the County and thereby achieve in-lieu

⁴ [Annual Report 2022](#) submitted to Department of Water Resources for Wyandotte Creek GSA

recharge. A goal of 20,000 acre-feet will go a long way to reverse the declining trend, but more will be required to begin to fill the “hole” that currently exists.

The goal is to recharge as much as possible in as many ways as possible to both flatten the downward trend and bring groundwater levels back up.

GROUNDWATER CONDITION OVERVIEW IN THREE BUTTE COUNTY SUBBASINS IN 2023

- *Groundwater levels in many monitoring wells in the Vina Subbasin have improved with the wet year conditions of water year 2023. However, many wells have a significantly declining trend line since roughly the year 2000.*
- *Groundwater levels in the Butte Subbasin improved with wet year conditions of water year 2023 which included full surface water allocations. Longer-term trends show that conditions are relatively stable and shallow.*
- *Groundwater levels in the Wyandotte Creek Subbasin improved with wet year conditions of water year 2023 and longer-term trends show relatively stable conditions with variability associated with wet and dry year cycles.*
- *Monitoring of subbasins is ongoing and additional monitoring specific to any future recharge activities will be critical for building a greater understanding of aquifer response to recharge actions.*

Building on a Foundation of Data and Recent Work

Increasing recharge has been building momentum statewide over the past eight years, gaining steam since the passage of the Sustainable Groundwater Management Act in 2014 and most recently gaining additional attention with the desire to capture historically high flows coming out of the Sierra into the Tulare Lake Basin in 2023, where some of the most extreme declines in groundwater levels and land subsidence have occurred. This statewide focus has resulted in efforts by the Department of Water Resources through their Flood Managed Aquifer Recharge (Flood-MAR) Program⁵ to conduct pilot projects, develop modeling tools, and provide technical assistance to local agencies working to recharge groundwater basins.

In addition, a number of guidance documents have recently been released by numerous entities:

1. [On-Farm Recharge Methods Manual](#) (2023)
2. [District Recharge Program Guidance](#) (2023)
3. [Central Valley Groundwater Recharge Incentives and Strategies](#) (2023)

⁵ <https://water.ca.gov/Programs/All-Programs/Flood-MAR>

4. [Coordinating Flood & Groundwater Management- Considerations for Local Flood Managers \(2023\)](#)

5. [Introduction to Groundwater Recharge \(2021\)](#)

These documents provide an opportunity to learn from the activities of others throughout the state to mold a strategy that fits the unique needs and values of our community, industries, and environment.

Locally, over the past 10 years Butte County has led a number of data collection and scientific studies to better characterize the groundwater system and recharge processes⁶. These studies along with the Basin Setting sections of the Groundwater Sustainability Plans describe the current understanding of groundwater flows, recharge areas, and water budgets. The following highlight what we've learned about groundwater recharge in Butte County:

- Recharge from rainfall is a more significant source of recharge than seepage from streams in the Vina Subbasin (34% of total inflows compared to 7%)⁷. Water soaking into the ground over a large area is a primary mechanism of recharge suggesting that increasing the area or time by which water can soak into the ground could be an effective means of increasing recharge and inflow to the aquifer system.
- There is significant recharge potential of the shallow alluvial aquifer to deeper Lower Tuscan aquifer materials⁸.
- Tuscan Formation characteristics are variable throughout the valley and some areas are more connected from the shallow to the deeper zones of the aquifer than others. Expanding our understanding of these pathways will be important in conducting recharge in the basin.

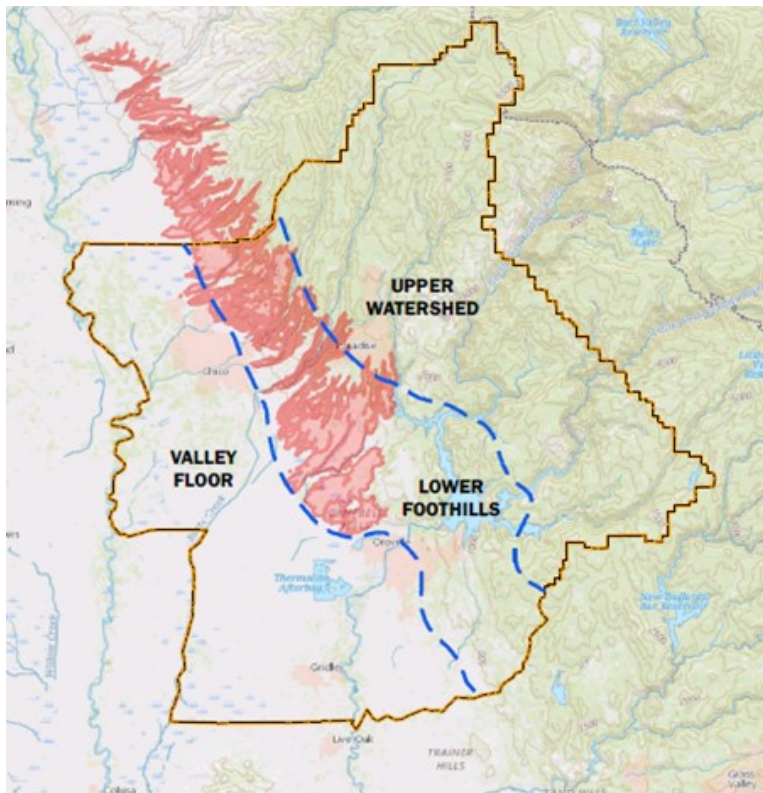


Figure 2. Precipitation falling in the lower foothills is an important source of recharge

- Precipitation falling on the Valley Floor and Lower Foothill areas, roughly the elevation of Paradise and lower, is an important source of recharge to the Butte and Vina subbasins⁹ (Figure 2).

- Precipitation occurring in the Upper Watershed enters the groundwater system via rivers and streams that cross the valley and seep water into the basin (i.e. Sacramento River, Butte Creek, and Feather River). This water recharges the upper portions of the aquifer in the vicinity of the waterways and in some areas could find pathways to move into deeper zones of the aquifer.

6 [Recap of Concept. Model of Recharge in the Vina & Butte Subbasins, Buck Presentation 2023](#)

7 [Vina Groundwater Sustainability Plan Water Budget](#)

8 [Lower Tuscan Aquifer Investigation, 2013](#)

9 [Stable Isotope Recharge Study, 2017](#)

- Deep zones of the aquifer system are generally recharged by water sourced from the Lower Foothills.
- Applied water from the Feather River is a source of recharge in the shallowest portions of the aquifer in the Butte Subbasin.
- The *Evaluation of Restoration and Recharge within Butte County Groundwater Basins* (2018) completed an assessment to identify optimal places for groundwater recharge and to evaluate the availability of surface water supplies that could be used to provide recharge, including for in-lieu.
- Clearest opportunities for promoting groundwater recharge make use of surface water now available within the County. This includes encouraging agricultural water users to install dual-source irrigation systems and policies to incentivize urban developers and property owners to install semipermeable pavements. In addition, efforts to identify and advance local in-lieu recharge projects would provide areas now primarily reliant on groundwater access to surface water supplies from willing local partners, such as Rancho Esquon located along Butte Creek in the Vina subbasin.

THERE IS NO SINGLE SOURCE OF GROUNDWATER RECHARGE THROUGHOUT BUTTE COUNTY

Different parts of the basin are recharged from one or more of the following resources:

- a) Rain falling on the Lower Foothills (intermediate and deep zones);*
- b) Butte Creek (shallow zones);*
- c) Sacramento River (shallow zones);*
- d) Local rain falling on the valley floor (shallow, intermediate and deep zones in the Butte Subbasin area)*
- e) Irrigation water (shallowest portion of the Butte Subbasin)*

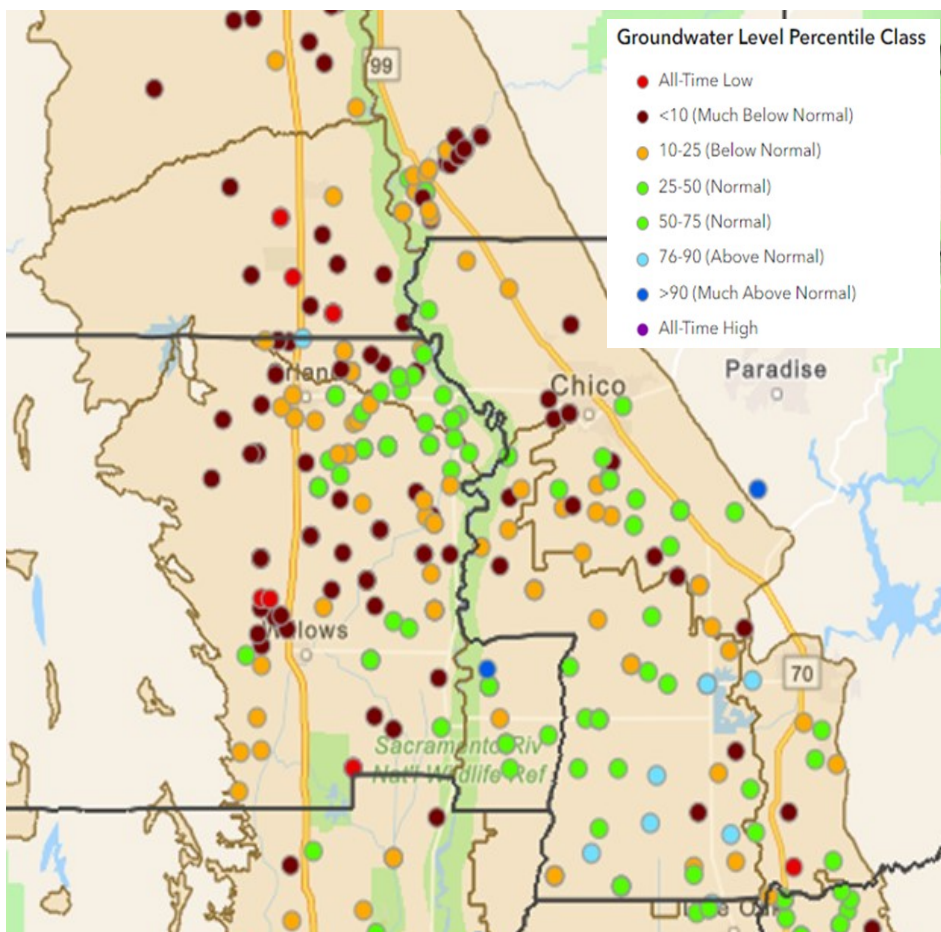
Recharge and Neighboring Subbasins

If we recharge water in Butte County will we just lose it to neighboring subbasins? No, like us, our neighbors are required to manage groundwater sustainably.

There are many factors to consider. It is true groundwater is not a stagnant resource, but instead moves slowly, generally from the northeast to the southwest and toward the Sacramento River. This means groundwater historically flows from the Vina Subbasin to the Butte Subbasin, for example. If Vina does not address its declining water levels and decreased groundwater storage, less groundwater will naturally flow to the Butte Subbasin and could affect that subbasin's ability to maintain sustainability. Flow between eastern and western subbasins in the valley is dynamic: changing direction in some years and having significant changes in magnitude between years and over different time periods. Understanding this better, particularly as it relates to Vina's neighboring subbasins to the west,



will be part of a grant funded project to support inter-basin coordination. Inter-basin coordination is crucial. However, concerns about groundwater’s destination should not stop us from addressing our own imbalances. Any recharge project will have one or more identified objectives and potential benefits such as increasing groundwater levels (thereby increasing water supply reliability of nearby wells), flood risk reduction, drought preparedness, aquifer replenishment, and/or ecosystem enhancement. One could design a recharge project to increase water flow to the main aquifer to help bring the subbasin into balance. Or a project could be designed to recharge water near a creek to increase flows in the creek during critical times for habitat or for the benefit of a shallow aquifer system that supports groundwater dependent ecosystems. Recharge activities will provide benefits in the vicinity of where the recharge occurs first, and then may provide additional benefits as the recharged water migrates into the aquifer system or pops out as streamflow at some later time and place. Whether or not another subbasin also benefits, is not a reason to avoid enhancing recharge locally.



Groundwater levels are not at historical lows everywhere.

Recharge efforts should focus on areas experiencing low levels relative to historical conditions. For example, monitoring wells displayed in the map are categorized by percentile class comparing the most recent measurement at that well to the last 10-years of measurements for that month. Orange and maroon wells are below or much below normal for the time period (2013-2023).

Figure 3. Groundwater Levels measured in monitoring wells

Taking Action to Advance Recharge

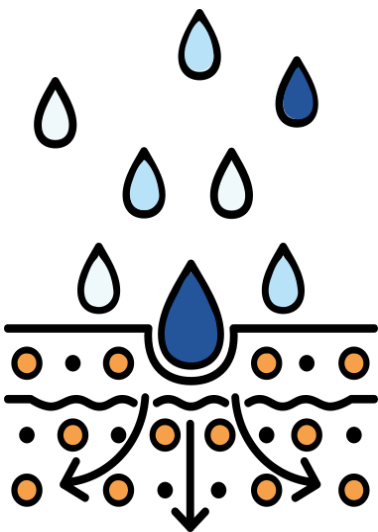
Increasing groundwater recharge can happen through a number of different approaches. Near term strategies for advancing recharge in Butte County focuses on enhancing natural recharge and by maximizing the place and use of available surface water supplies to meet water demand (i.e. in-lieu recharge). By “enhancing natural recharge” we mean increasing the extent to which recharge occurs via natural processes by extending the amount of time and/or expanding the area over which water has an opportunity to seep into the ground. The following actions describe specific approaches that will be pursued by Butte County and partnering local agencies.

SURFACE WATER SUPPLIES DEFINED

Water districts and agencies in Butte County hold water rights to Butte Creek or the Feather River, for example, to be utilized for drinking water or irrigation. In some cases, agencies do not fully utilize or deliver the entirety of their water right in every year. It is these surface water supplies held under existing water rights that we refer to as “Existing and Underutilized Surface Water Supplies.”

ACTION 1

SPREAD OUT AND SLOW DOWN FLOOD FLOWS



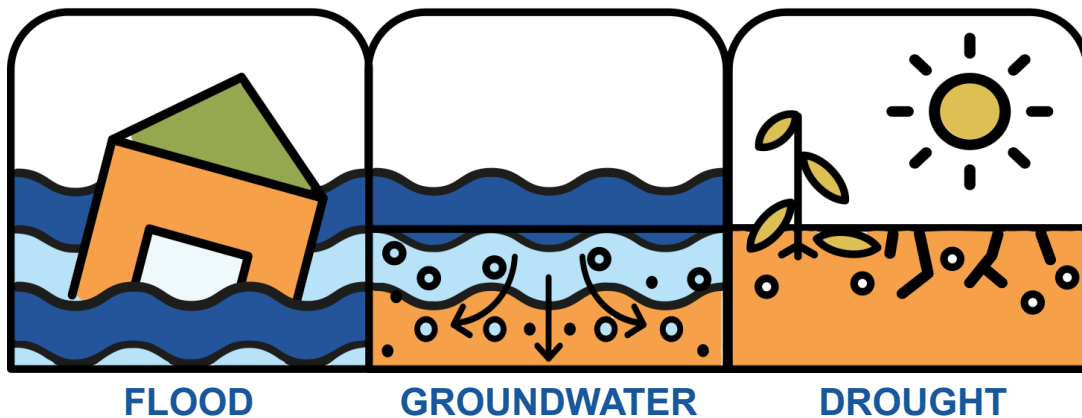
Spread out and slow down flood flows. Managing flood events or high flows in a way that also increases groundwater recharge presents an opportunity for multi-benefit water management. When creeks, streams, and rivers are surging with high flows and either threatening properties or flooding roadways, providing targeted areas for the water to spread out, slow down, and soak in can reduce flood risk and help increase natural movement of water to the groundwater system. Recent cycles of extreme drought and flood, and the passage of the Sustainable Groundwater Management Act (SGMA) make thinking about managing high flows this way ever more important.

“What’s needed is a distributed solution, says Graham Fogg, a University of California, Davis, professor emeritus of hydrogeology: many small projects scattered across the landscape that slow water, allowing it to infiltrate underground for storage. This would re-create nature’s method for refilling groundwater, which human development has largely eradicated.”¹⁰

¹⁰ [Depleted Groundwater Could Be Refilled by Borrowing a Trick from Solar Power - Scientific American](#)

Connect flood managers with groundwater and drought managers.

Thinking, planning, and implementing actions with a more integrated and multi-benefit approach will help reduce flood risk and improve drought resilience. Adapting to weather whip lash will require flood and drought managers to collaborate more closely. Senate Bill 122 passed in July 2023 amends the Water Code to provide that “the diversion of flood flows for groundwater recharge do not require an appropriative water right if specified conditions regarding the diversion are met, including, among other things, if a local or regional agency that has adopted a local plan of flood control or has considered flood risk as part of its most recently adopted general plan has given notice via its internet website...or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.”¹¹ The law also outlines the conditions for which such diversions can occur and specifies reporting requirements to the State Board for activities conducted under its provisions. Recognition of flood flows as a source of recharge to address drought impacts and groundwater sustainability necessitates a closer relationship between these water management sectors.



FLOOD

GROUNDWATER

DROUGHT

1.1 IMPLEMENTATION STEPS

- a. Butte County Department of Water and Resource Conservation (WRC) will coordinate with Butte County Public Works to understand existing data sets and opportunities.
- b. WRC will work with local flood managers to identify flow rates (i.e. thresholds) on local creeks and streams that would trigger local flood response actions. Take advantage of technical assistance available through State Water Board and/or Department of Water Resources to assist with establishing triggers.
- c. Establish a County process that would trigger action to divert flood flows for recharge.
- d. Tap into local knowledge through agencies and landowners.

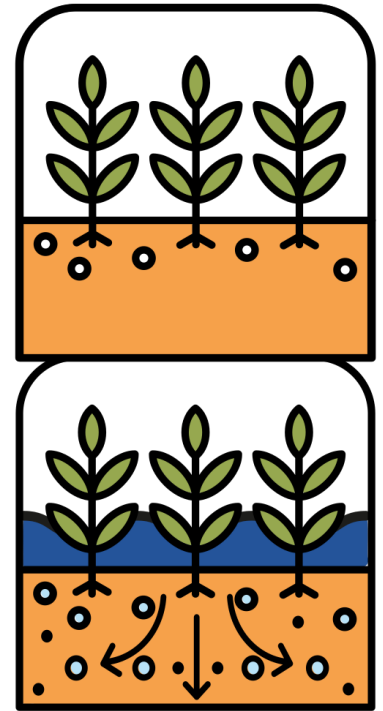
¹¹ [Water Code 1242.1](#)

1.2 Spread flood waters on working ag lands

Spread flood waters on working ag lands.

The concept is to divert water off a channel during high-flow events and deliver it to agricultural fields or fallowed fields where it can soak into the ground and increase groundwater storage or provide later benefits to shallow groundwater or streamflow. Opportunities along Pine Creek, Rock Creek, Big Chico Creek, Little Chico Creek, and Butte Creek will be prioritized to benefit groundwater conditions in those areas.

Flood-MAR is an integrated and voluntary resource management strategy that uses flood water resulting from, or in anticipation of, rainfall or snowmelt for groundwater recharge on agricultural lands, working landscapes, and managed natural lands, including but not limited to refuges, floodplains, and flood bypasses.¹²



1.2 IMPLEMENTATION STEPS

- Determine which creeks or water bodies adjacent to working lands periodically flood roadways and other infrastructure during high rainfall events. Examples include Chico River Road and Ord Ferry Road.
- Identify landowners willing to divert water to their working lands (prioritize lands with soils with high recharge rates) and develop incentive programs to encourage participation.
- Identify where historical flood irrigation infrastructure still exists that could be utilized to facilitate field flooding.
- Develop pilot program of “flood fighters” to activate diversions during flood flows

1.3 Slow the flow in lower foothill rangeland areas

Slowing the flow of excess flood flows in lower foothill rangeland areas aims to reduce the downstream maximum water height of a flood and delay the arrival of the flood peak downstream, thereby reducing flow rate in the valley during storm events. The goal of this strategy would be to implement projects that result in natural recharge of at least 20,000 acre-feet during years where there is excess flood flow.

This strategy could be pursued in several ways, including:

1. Increasing soil infiltration and allowing water to soak into the soil.
2. Storing water by using natural features such as existing ponds, ditches or low lying land or by creating new ponds and areas to hold back water.
3. Slowing water by increasing resistance to flow. For example, by planting trees, introducing beavers, or constructing “leaky rock weirs” in upstream channels.
4. Identifying historical ponding in pasture lands and increase how often they are filled.

1.3 IMPLEMENTATION STEPS

- a. Perform a desktop analysis to better understand topography and which tributaries, creeks or water bodies in Butte County are most likely to provide opportunities to reduce flow rate in the valley under storm events. Examples may include Rock Creek, Mud Creek, Keefer Slough, Comanche Creek, Hamlin Slough, Little Dry Creek, Clear Creek, and Dry Creek.
- b. Identify landowners willing to divert water to rangelands (prioritize lands with soils with high recharge rates)
- c. Identify where historical flood or pond infrastructure may exist that could be utilized to facilitate spreading of flows.
- d. Utilize Sustainable Groundwater Management grant program funding to further explore prioritized Slow the Flow concepts and/or opportunities.
- e. Conduct additional research along the foothills to understand connectivity to the aquifer system
- f. Identify the local/regional experts on “Beaver Reintroduction” efforts and host a workshop to better understand if reintroduction is a viable option to slow the flow in seasonal creeks/drainages.
- g. Identify local/regional experts on “leaky rock weir” and other natural recharge management in and off-stream structures and host a workshop to better understand the opportunities, strengths and weaknesses to this strategy for slowing the flow.



ACTION 2

RETAIN STORMWATER RUNOFF ON AGRICULTURAL FIELDS

Retain stormwater runoff on agricultural fields.

The idea is to slow runoff from properties and agricultural fields and allow it to fill up a deep ditch or small retention basin adjacent to a cultivated field to encourage rainfall runoff to soak into the ground and reduce runoff from entering already swollen channels.

2 IMPLEMENTATION STEPS

- a. Inventory existing ditches and estimate what rain events result in runoff from orchards to estimate recharge potential of the approach
- b. Identify willing landowner to pilot the concept (prioritizing areas where runoff occurs and infiltration is likely to provide benefits to groundwater conditions)
- c. Preliminary design of retention basin or installation of weirs within existing ditches for pilot project

ACTION 3

MANAGE FLOWS IN NATURAL CHANNELS TO INCREASE RECHARGE

Manage flows in natural channels to increase recharge.

Lindo Channel is the perfect example of an opportunity to utilize the natural landscape and stream system to increase recharge and provide benefits to shallow groundwater and groundwater storage. Lindo Channel is an existing flood control channel that runs through Chico to the north of Big Chico Creek; when the flow in Big Chico Creek increases during periods of heavy rainfall and runoff, water is diverted into Lindo Channel to prevent Big Chico Creek from overtopping its banks. There is also a flood control channel connecting Big Chico Creek and Lindo Channel to Sycamore Creek and Mud Creek, ephemeral streams farther north. This project would divert water from Big Chico Creek when flow exceeds a defined threshold (to be determined) to Lindo Channel. The aim would be to have water in the channel more frequently than occurs under current operations of the existing flood control infrastructure at 5 mile in Bidwell Park.



Figure 4: Box culverts regulating flow on Big Chico Creek into Lindo Channel

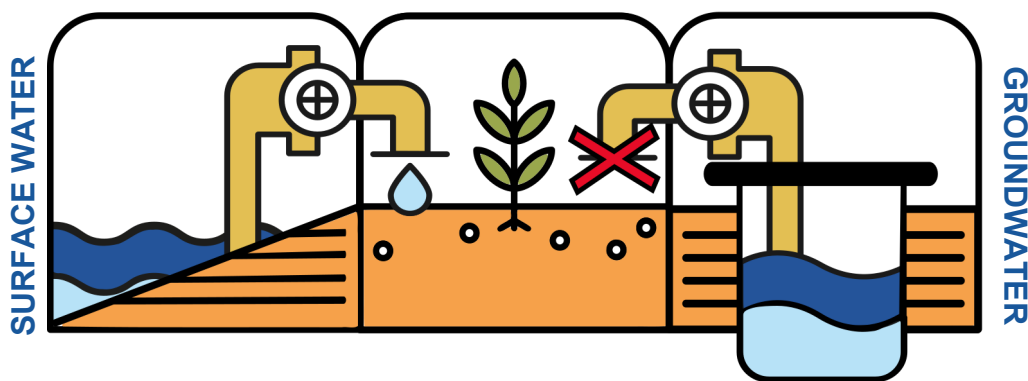
3 IMPLEMENTATION STEPS

- a. Coordinate with Butte County, California Department of Water Resources, Department of Fish and Wildlife, the Vina Groundwater Sustainability Agency, City of Chico, Mechoopda Tribe, and other interested parties to integrate interests of various stakeholders
- b. Develop the flow threshold for diversion from Big Chico Creek to Lindo Channel, based on water rights, habitat, and downstream beneficial users
- c. Compute the expected recharge yield and conduct monitoring to understand recharge amounts and processes
- d. Evaluate other opportunities to utilize natural channels and manage flood flows for increased recharge

ACTION 4

MAXIMIZE USE OF EXISTING AND UNDERUTILIZED SURFACE WATER SUPPLIES

Maximize use of existing and underutilized surface water supplies. Using surface water in-lieu of (*i.e.*, in place of) groundwater when and where it is available is an essential component of groundwater sustainability. All else being equal, every unit of increased surface water translates to a net benefit to the subbasin. Therefore the goal is to maximize the use of available surface water supplies in the County to help meet water demands. In groundwater dependent areas this means pursuing dual source irrigation systems for orchards and introducing, or in some cases, reintroducing the use of surface water for irrigation. The aim would be to utilize an additional 15,000-25,000 acre-feet of surface water supplies to offset groundwater demand. With a number of different potential local water supply sources, this is possible.



The *Evaluation of Restoration and Recharge within Butte County Groundwater Basins* (2018) study evaluated and described several project alternatives to utilize additional surface water in the County, with some including cost estimates in 2017 dollars. Any project involving construction of major infrastructure to move water from one place to another

has a huge price tag. More promising is to pursue water exchange agreements between local parties and utilize natural water ways to the greatest extent possible. Diversions from the Sacramento River have been conceptualized to provide additional water supplies either for irrigation in the northern portion of the Vina Subbasin or to provide for urban demands in the City of Chico. Alternatively, diversions from the Sacramento River could be used for direct recharge activities on working ag lands. In any case, pursuing any of these actions requires determining how realistic an exchange agreement and new diversion off of the Sacramento River would be. Other possible projects could involve landowners with existing riparian or appropriative rights to surface water such as Rancho Esquon, Gorrill Ranch, Durham Mutual Water Company, Western Canal Water District, Butte Water District or others.

4 IMPLEMENTATION STEPS

- a. Identify two most promising surface water supply projects in the Vina Subbasin and complete feasibility analyses
- b. Educate and incentivize growers to install dual source irrigation systems
- c. Identify agricultural users in the Wyandotte Creek Subbasin that could use surface water supply in-lieu of groundwater and conduct feasibility and initial design of needed infrastructure to expand surface water use
- d. Explore opportunities to utilize treated urban wastewater for direct recharge or irrigation supply
- e. Explore the viability and practicality of an exchange agreement with the Bureau of Reclamation for diversion off the Sacramento River instead of the Feather River

Potential future agricultural surface water supplies from various existing sources

Existing Surface Water Supply Source	Surface Water Conveyance	Surface Water Use
Miocene Canal (PG&E)	Miocene Canal; Feather River	Southeast Vina Subbasin near the intersections of Highways 70, 99, and 149
Butte County Table A (Lake Oroville)	Butte Creek; TBD	South Vina
Feather River Diverters (ex. Western Canal Water District, Butte Water District)	Butte Creek; TBD	South Vina
Sacramento River (ex. riparian water rights)	TBD	North or South Vina
Recycled water (e.g. City of Chico wastewater)	Existing conveyance	South Vina
Paradise Irrigation District (Butte Creek)	Butte Creek; TBD	South Vina
Durham Mutual Water Company (DMWC) (Butte Creek)	Existing DMWC conveyance; new conveyance	DMWC service area; Rancho Esquon (South Vina)

ACTION 5

IDENTIFY POLICY NEEDS TO ADDRESS CONCERNS OF OWNERSHIP AND WATER RIGHTS

Identify policy needs to address concerns of ownership and water rights.

During development of the Vina Groundwater Sustainability Plan, concerns were raised about the legal implications of conducting recharge projects. These concerns highlighted the fact that recharged surface water does not become “native groundwater” but is “surface water stored underground” available to the water right holder that put it there¹³. For water recharged using a water right, currently the State Board prefers a “last in, first out” approach of accounting and is largely leaving it to Groundwater Sustainability Agencies to define how much is “lost” and therefore the amount that must be left behind, or how recharge plays into an allocation system, in cases where one exists. It will be important for legal aspects of ownership to be addressed for any project that uses a new or existing water right for the project.

Importantly, Senate Bill 122 (signed July 2023 and incorporated as [Water Code 1242.1](#)) outlines conditions under which an agency can divert flood flows for groundwater recharge and specifies that, ***“The person or entity making the diversion for groundwater recharge does not claim any water right based on that diversion and recharge.”*** ***This creates a clear situation in which recharge conducted with flood flows under the conditions of Water Code 1242.1 is free from ownership concerns of recharged water.***

5 IMPLEMENTATION STEPS:

- a. Identify and clarify legal implications of recharge projects and what policies/ordinances (i.e. Leave Behind) will effectively address vulnerabilities locally
- b. Clarify the legal aspects of in-lieu recharge
- c. Track development of the State’s recommended “legal and regulatory requirements for recharge projects” per Senate Bill 659
- d. Evaluate any recharge project for risks of groundwater ownership

Conservation and Land Management Strategies

Conservation and Land Management Strategies Will Play a Role in Reaching and Maintaining Groundwater Sustainability.

Long term sustainability in a subbasin that is out of balance can be achieved by either reducing groundwater demands or increasing flows into the groundwater system (i.e. via recharge actions). Although increasing inflows is the focus of this Recharge Action Plan, conservation and reduced groundwater demand will also be an important part of the solution portfolio throughout the County. An Extend Orchard Replacement Pilot Program aims to reduce groundwater pumping demand from the Vina Subbasin through increased

land following. In addition, an Agricultural Irrigation Efficiency Pilot and Education Program will focus on identifying and implementing irrigation interventions that can reduce non-beneficial water consumption¹⁴. ***Flexible programs that can respond proportionally to the swings in hydrology will build drought resilience and support sustainable supplies.***

Who will carry out these actions?

Butte County seeks to lead, set goals, and provide vision to advance recharge actions. In a highly decentralized system, numerous other water districts and entities play a role in water management and delivery locally. Implementation of this Plan will require partnerships since Butte County and Groundwater Sustainability Agency (GSA) leaders, state partners, farmers, other business owners, and water districts are all essential actors in carrying out this plan. Primary agencies to advance actions outlined in this plan will be Butte County Department of Water and Resource Conservation (in coordination with Public Works, Public Health-Division of Environmental Health, and Office of Emergency Management), the Vina GSA, Rock Creek Reclamation District GSA, and Wyandotte Creek GSA. Partnering with other entities and agencies will be crucial as well. State funds and technical assistance will play a role in carrying out these actions. State policy currently emphasizes prioritizing funds and human resources to support local projects and local agency efforts to build water resilience. Capturing these funds and utilizing available resources will be important to reduce local costs.

Near Term Opportunities

Identified actions will be advanced via funding from State grants received by the Vina and Wyandotte Creek GSAs through the Sustainable Groundwater Management grant program. Butte County will partner with the GSAs to implement these projects. A valuable outcome of carrying out this Plan and completing these projects will be a better understanding of costs associated with different recharge approaches. This will help to prioritize future efforts.

Action	Vina Grant	Wyandotte Creek Grant
#1 Spread out and Slow Down Flood Flows	Surface Water Supply and Recharge Feasibility Study (\$725,000)	
#2: Retain Stormwater Runoff on Agricultural Fields	Surface Water Supply and Recharge Feasibility Study (\$725,000)	
#3: Manage Flows in Natural Channels to Increase Recharge	Lindo Channel Surface Water Recharge Project (\$330,000)	
#4: Maximize Use of Existing and Underutilized Surface Water Supplies	Surface Water Supply and Recharge Feasibility Study (\$725,000)	Regional Conjunctive Use Project (\$380,000)
#5: Identify policy needs to address concerns of ownership and water rights	Legal Implications of Recharge Analysis (\$125,000)	

¹⁴ [Workshop Presentation on Agricultural Efficiency and Extend Orchard Replacement Pilot Programs](#)

Conclusion

Ensuring a sustainable aquifer and drought resilient groundwater supplies in Butte County will require action and coordination by GSAs, partnering local agencies, and the County. Local agencies and our communities are up to the task of protecting and managing local and regional water supplies that are crucial for our rural communities, environment, and agricultural industry. Recognizing the warmer, drier climate that is likely to dominate our future, we will pursue these action steps and continue to encourage the State to make additional funds and technical assistance available to non-critically over-drafted subbasins. The enhancement of groundwater recharge within Butte County subbasins will greatly help in providing not only essential water supply resilience, but it will also address drought impacts that have affected groundwater dependent households, communities, and ecosystems over recent decades.

Appendix: Recent Studies and Reports

[ACWA. A Technical Framework for Increasing Groundwater Replenishment, Nov. 2019](#)

[Almond Board & Sustainable Conservation. Introduction to Groundwater Recharge, 2021](#)

[Butte County. Evaluation of Restoration and Recharge within the Butte County Groundwater Basins, Jan. 2018](#)

[Butte County. Stable Isotope Recharge Study Final Report, Sept. 2017](#)

[Butte County. Lower Tuscan Aquifer Investigation Final Report, May 2013](#)

[California's Water Supply Strategy, Aug 2022](#)

[California Water Supply Strategy, Progress Report, Oct. 2023](#)

[DWR & Sustainable Conservation. District Recharge Program Guidance, Aug. 2023](#)

[DWR & Sustainable Conservation. Central Valley Groundwater Recharge Incentives and Strategies, May 2023](#)

[DWR. Coordinating Flood & Groundwater Management, Considerations for Local Flood Managers, 2023](#)

[Executive Order N-7-22](#)

[Executive Order N-4-23](#)

[PPIC. Measuring Groundwater Overdraft in the Sacramento Valley, Nov. 2023](#)

[Sustainable Conservation. On-Farm Recharge Methods Manual, A Summary of Strategies and Challenges, Aug. 2023](#)

[SWRCB. Fact Sheet for flood control, groundwater recharge, and water rights](#)

[SWRCB. Fact sheet: Purposes of Use for Underground Storage Projects, Jun 2020](#)

[UCCE & Sustainable Conservation. Guidance in Establishing On Farm Recharge Sites for Groundwater Basins](#)

[Water Code 1242.1](#)

