



BUTTE COUNTY BOARD OF SUPERVISORS

MINUTES

DECEMBER 16, 2025

1. CALL TO ORDER

Pledge of Allegiance

Observation of a Moment of Silence

2. INTRODUCTORY ITEMS

Rules of Decorum

The Board of Supervisors welcomes the public to its meetings and encourages and appreciates public engagement. The Board of Supervisors expects members of the public to act in a courteous, civil, and respectful manner, and not make personal, impertinent, slanderous, or profane remarks to any member of the Board, staff, or the general public. The Board of Supervisors will not tolerate loud, threatening, personal, or abusive language, or disorderly conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. Violation of these rules of decorum will result in the meeting being recessed.

2.1 Corrections and/or Changes to the Agenda

2.2 Announcement(s) of Recusal

3. CONSENT AGENDA

The Consent Agenda will begin with any Supervisor Comments on the Consent Agenda Items, then proceed with the Adoption of the Consent Agenda. Items can be removed for further discussion at the request of a Supervisor.

The following members of the public submitted Public Comment: John Stonebraker for items 3.2.i, 3.2.l, and 3.6.a (electronically).

Action: ADOPT THE CONSENT AGENDA

Motion: Supervisor Durfee

Second: Supervisor Ritter

The Consent Agenda was approved unanimously with the exception of Item No. 3.2.j which was approved by a 4-1 Vote (Ayes: Supervisors Connelly, Durfee, Ritter, and Chair Kimmelshue; Nays: Supervisor Teeter)

3.1. Clerk-Recorder's Office

- 3.1.a Certification of Statement of Votes Cast November 4, 2025 Statewide Special Election
Pursuant to California Elections Code section 15372, the County Clerk-Recorder/Registrar of Voters submits the certified statement of the results of the election to the Board of Supervisors. The certified statement of votes cast for Butte County for the November 4, 2025 Statewide Special Election is hereby submitted to the Board. (CLERK-RECORDER'S OFFICE)

Action Requested - ACCEPT CERTIFICATION OF THE STATEMENT OF VOTES CAST FOR THE NOVEMBER 4, 2025 STATEWIDE SPECIAL ELECTION.

3.2. County Administration

- 3.2.a Approval of Board of Supervisors Meeting Minutes
Submitted for approval are the November 18, 2025 Board of Supervisors Meeting Minutes. (COUNTY ADMINISTRATION)

Action Requested - APPROVE THE NOVEMBER 18, 2025 BOARD OF SUPERVISORS MEETING MINUTES.

- 3.2.b Equipment Replacement Fund (ERF) - Change Fund Type Classification from Special Revenue Funds to General Fund - Assigned Sub-Funds
The County established ERFs in FY 1998-99 to set aside funds for replacing certain equipment. Originally, the ERFs were created as Special Revenue Funds. Currently, ten departments utilize an ERFs: Department of Agriculture, Assessor's Office, District Attorney's Office, Department of Development Services, Fire Department, Department of General Services, Department of Information Systems, Probation Department, Sheriff's Office, and University of California Cooperative Extension. Since the establishment of the ERFs, accounting guidelines have been revised and updated requiring a change to the accounting for ERFs. Current ERF activity, along with current accounting guidelines, make it necessary to reclassify the ERFs to the Governmental Fund type as General Fund - Assigned Subfunds. County Administration recommends a budget amendment to establish appropriations in new subfunds to complete equipment replacement purchases approved in the fiscal year budget. The remaining fund balances will be transferred to the new subfunds by June 30 and the special revenue funds will be closed as part of the year-end process. These actions accomplish the required accounting changes and allow ERFs to continue to be used. (COUNTY ADMINISTRATION)

Action Requested - 1) APPROVE BUDGET AMENDMENT (4/5 VOTE REQUIRED), AND 2) AUTHORIZE STAFF TO TAKE NECESSARY STEPS TO CLOSE SPECIAL REVENUE FUNDS DURING FISCAL YEAR 2025-26 YEAR-END.

- 3.2.c Resolution Approving Application for the Fiscal Year 2025 Emergency Management Performance Grant (EMPG)
The Butte County Operational Area has been allocated \$160,237 by the California Office of

Emergency Services through the Fiscal Year 2025 EMPG Program, to support activities that contribute to the mitigation, prevention, preparation, response, and recovery from emergencies. These funds are used to purchase emergency operations center materials, community outreach items, employee training, and assist in the day-to-day expenses of Butte County Emergency Management. Participation in this grant requires a match and reimburses 50% of eligible expenses up to \$160,237. The grant and match are included in the Fiscal Year 2025-26 Adopted Budget. Staff recommend the Board of Supervisors authorize a resolution to apply for the grant and authorize the Chief Administrative Officer, Assistant Chief Administrative Officer, Deputy Chief Administrative Officers, and Emergency Manager to sign grant documents. (COUNTY ADMINISTRATION)

Action Requested - ADOPT RESOLUTION AND AUTHORIZE THE CHAIR TO SIGN.

3.2.d Update from the Alliance for Workforce Development (AFWD) on Operations in Butte County

As part of the Northern Rural Training and Employment Consortium, AFWD delivers the federal Workforce Investment Act programs for adults, youth, dislocated workers, and businesses throughout Butte County. AFWD has provided the Board of Supervisors with an update on the status of services provided in Butte County during the 2024-25 program year. (COUNTY ADMINISTRATION)

Action Requested - ACCEPT FOR INFORMATION.

3.2.e Contract Amendment with Tetra Tech For Camp Fire Debris and Tree Removal Insurance Recovery

As a result of the 2018 Camp Fire, FEMA approved Private Property Debris Removal for burned properties. CalOES and other partners established a debris removal program to safely remove potentially hazardous ash and debris from affected private and approved public properties and a hazard tree removal program to safely remove hazard trees threatening public roads, rights-of-way, and eligible private roads. Residents completed a Right-of-Entry Permit to enroll in these programs, which included agreeing to file an insurance claim if insured, and assigning those insurance proceeds for debris or hazard tree removal to the County to prevent a duplication of benefits as defined in the Code of Federal Regulations.

On June 22, 2021, in accordance with the approval for Private Property Debris Removal, the Board of Supervisors approved a contract with Tetra Tech to make reasonable efforts to collect insurance funds for those property owners who participated in the debris or hazard tree removal programs. The initial term of the contract was through June 30, 2024, not-to-exceed \$7,300,000. Due to the volume of parcels and delays in receiving parcel costs from the State, the Board approved a contract amendment on June 25, 2024, to extend the term to June 30, 2026, and increase the not-to-exceed to \$10,132,287. In order to close out insurance collections with final notices and comply with reasonable effort, staff recommends the Board extend the contract six months to December 31, 2026 without increasing the not-to-exceed amount. The expense for this service is eligible for reimbursement from FEMA, and the local share of costs is estimated at 2.5%. (COUNTY ADMINISTRATION)

Action Requested - APPROVE CONTRACT AMENDMENT AND AUTHORIZE THE CHAIR TO SIGN

3.2.f Annual Report from Explore Butte County for the Butte County Tourism Business Improvement District (BCTBID)

In 2015, the Board of Supervisors established the BCTBID and approved a Management District Plan (Plan) with Explore Butte County, the Owners' Association. The Board renewed the BCTBID for ten years in 2020, and in July of this year revised the Plan to expire on December 31, 2029. The Plan requires Explore Butte County to submit an Annual Report to the Board with improvements and activities planned, as well as estimated costs for the upcoming fiscal year. The BCTBID 2026 Annual Report is submitted for information only. (COUNTY ADMINISTRATION)

Action Requested - ACCEPT FOR INFORMATION.

3.2.g Contract for Indigent Defense Services

The Sixth Amendment of the U.S. Constitution guarantees the right to counsel for all criminal defendants charged with a crime or in other special circumstances, if they cannot afford an attorney. Butte County is required by State and federal law to pay for these services and contracts with a consortium of local attorneys to provide indigent defense services. The Public Defender Consortium has been an effective component of the criminal justice system, and has the support of the Superior Court Bench, District Attorney, Chief Probation Officer, and Sheriff. The consortium is a cost-effective model, providing a high level of service for substantially less than similar counties pay.

The County contracts with 18 full-time attorneys, one half-time, and one part-time attorney in the consortium. The County contract with Tracy Davis, who served as a part-time attorney, ended November 30, 2025. The consortium selected Ryan Lamb to serve as a part-time attorney in the role previously held by Ms. Davis. The District Attorney and Superior Court support the selection. County Administration recommends the Board of Supervisors approve a contract with Ryan Lamb for indigent defense services starting December 1, 2025, through June 30, 2027; not-to-exceed \$133,749. (COUNTY ADMINISTRATION)

Action Requested - APPROVE CONTRACT AND AUTHORIZE THE CHAIR TO SIGN.

3.2.h Letter to FERC Regarding Fireboat for Lake Oroville

At the November 18, 2025 Board of Supervisors (Board) meeting, the Board requested the preparation of a letter to FERC requesting that the State Department of Water Resources be required to provide a fireboat, along with the necessary funding for the Butte County Fire Department to staff and operate it. This would address fire and medical emergencies on Lake Oroville and its shoreline. Staff have prepared the joint letter from the Fire Chief and Board for consideration. (COUNTY ADMINISTRATION)

Action Requested - APPROVE LETTER AND AUTHORIZE THE CHAIR AND FIRE CHIEF TO SIGN.

3.2.i Letter to the California Board of Forestry and Fire Protection (BOF) Regarding Zone 0 Regulations

At the November 18, 2025 Board of Supervisors (Board) meeting the Butte County Fire Department provided an update on the BOF draft "Zone 0" regulations. The Board requested the preparation of a letter to the BOF regarding a number of concerns, including the need for practical solutions for existing homes, alignment with insurance industry standards, ensuring there is a scientific basis for the requirements and enforceability. Staff have prepared the letter for Board consideration. (COUNTY ADMINISTRATION)

Action Requested - APPROVE LETTER AND AUTHORIZE THE CHAIR TO SIGN.

3.2.j Letter to Congressman LaMalfa Regarding Housing and Urban Development (HUD) Grants

At the November 18, 2025 Board of Supervisors (Board) meeting, the Board requested the preparation of a letter to Congressman LaMalfa regarding changes to the HUD grant process for the FY 2025 Homelessness Continuum of Care (CoC). In 2024, Congress authorized HUD to operate under a two-year funding cycle for CoC programs, under which all contracts were to be automatically renewed for FY 2025 with no new application required. Contrary to this directive, in July 2025 HUD announced that it was reversing the two-year cycle and intended to issue a new NOFO.

On November 13, HUD released a NOFO that substantially changed program priorities and requirements, with consolidated CoC applications due January 14, 2026. The extremely short timeline, new requirements that would penalize programs for adhering to prior HUD guidance, and significant reprioritization of funds that would effectively defund ongoing programs generated serious concern. In addition, some proposed requirements were impossible to meet. In response, HUD withdrew the NOFO; however, it has announced its intent to reissue one for FY 2025.

Staff has prepared for Board consideration a letter to Congressman LaMalfa's seeking his support to engage with HUD to honor that previously communicated two-year funding cycle and ensure that any reissued or new NOFO maximizes local control, does not penalize programs for complying with prior HUD requirements and avoids imposing unworkable requirements that would effectively defund critical components of our Continuum of Care. (COUNTY ADMINISTRATION)

Action Requested - APPROVE LETTER AND AUTHORIZE THE CHAIR TO SIGN.

3.2.k Contract Amendment with Housing Tools for Administration of the CDBG Disaster Recovery (CDBG-DR) Multifamily Housing Program (MHP)

As a result of the 2018 Camp Fire, the California Department of Housing and Community Development (HCD) made \$61,361,926 in CDBG-DR MHP funding available to Butte County. This funding allows the County to provide gap financing for multifamily housing projects including underwriting proposals, providing oversight and monitoring for construction, and providing ongoing affordability monitoring. On June 8, 2021, the Board of Supervisors approved a contract with Housing Tools to provide housing consulting services for the program. The contract term was December 31, 2026, not-to-exceed \$745,602. The contract was administratively amended once in November of 2021 to allow

for minor cost increases and decreases within tasks. The contract was amended a second time on August 12, 2025, by the Board to increase the contract amount to \$957,951 and the term to December 1, 2030. These increases were due to the allocation increase to \$118,186,909 for DR MHP funding in January of 2025.

On October 28, 2025, the Board approved a resolution increasing the allocation for DR MHP funding to \$155,000,000 to add a 10th project, the Humboldt Senior Housing Project. Adding the 10th project increases the need for housing consulting services. Staff recommend the Board approve a third contract amendment with Housing Tools to account for the additional project, increasing the not-to-exceed by \$104,695 to \$1,062,646. The additional expense for the contract is eligible for reimbursement through CDBG-DR MHP. All other terms remain the same. Staff recommends the Board approve the contract amendment and authorize the Chair to sign. (COUNTY ADMINISTRATION)

Action Requested - APPROVE CONTRACT AMENDMENT AND AUTHORIZE THE CHAIR TO SIGN.

3.2.I Contract with ITG Communications for Foothills Connectivity Action Plan

On May 14, 2024, the Board of Supervisors authorized submission of an application for CDBG Disaster Recovery (CDBG-DR) Mitigation funds to develop the Foothills Connectivity Action Plan. The mitigation funds are available to the County as a result of the 2018 Camp Fire to reduce risk through planning and public services. The County was awarded \$451,938 to develop the Foothills Connectivity Action Plan which is a community-driven, mitigation-focused plan to inform broadband and other communication system planning decisions that could reduce risk to life in high-risk areas. The plan will build upon the countywide Broadband Planning and Feasibility Study presented to the Board for information on February 27, 2024.

On August 1, 2025, County Administration published an RFP for the Foothills Connectivity Action Plan. Three proposals were received from qualified firms nationwide. Following the competitive evaluation process, Tilson Communications, recently purchased by ITG Communications of Ft. Lauderdale, Florida, was identified as the most qualified. Staff recommend the Board approve a contract with ITG Communications to develop the Foothills Connectivity Action Plan. The term of the contract is from December 16, 2025, through June 30, 2027, not-to-exceed \$175,000. Staff will bring the Foothills Connectivity Action Plan to the Board for information once completed. (COUNTY ADMINISTRATION)

Action Requested - APPROVE CONTRACT AND AUTHORIZE THE CHAIR TO SIGN.

3.3. Department of Development Services

3.3.a Lot Line Adjustment, Rescission of (2) Existing California Land Conservation Act (Williamson Act) Agreements, and Approval of (3) Williamson Act Agreements for Butte Pacific Orchards.

Applicant Butte Pacific Orchards, on behalf of Owners (Clinton and Gail Moffitt Trust, Blain and Jenna Moffitt Trust, Thiara Family Trust, and Thiara Investment Trust) has applied for a lot line adjustment across three parcels with four APNs (025-080-067, 025-080-038, and 025-080-054/025-080-068). The parcels are located on the west side of Larkin Road from

the northwest corner of Watson Road and Larkin Road to 0.9 miles north of Ord Ranch Road, east of the City of Biggs.

The addresses of APN 025-080-067 are 2519 and 2025 Larkin Road, Biggs, CA 95917 and are currently enrolled in the Williamson Act (No. 84-5845) ; APN 025-080-038 is not currently enrolled in the Williamson Act; APNs 025-080-054 and 025-080-068 comprise one lot, and are currently enrolled in the Williamson Act (No. 84-5718).

The Land Conservation Act Advisory Committee reviewed the lot line adjustment on November 3, 2025, and found it consistent with Butte County Uniform Rules and Procedures for Implementing the Williamson Act. The Committee recommended rescission of the two existing Williamson Act Agreements and simultaneous entry into three new agreements. The new agreements are for continued orchard production and proposed rice production. The making of a Williamson Act agreement is exempt from review under the California Environmental Quality Act per Categorical Exemption 15317 Open Space Contracts or Easements. (DEPARTMENT OF DEVELOPMENT SERVICES)

Action Requested - 1) DETERMINE THAT THE LOT LINE ADJUSTMENT IS CONSISTENT WITH THE WILLIAMSON ACT; 2) RESCIND EXISTING (2) AGREEMENTS; AND 3) APPROVE (3) NEW AGREEMENTS AND AUTHORIZE THE CHAIR TO SIGN.

3.3.b Land Conservation (Williamson Act) Telecommunication Facility Consistency Review for Verizon Wireless

Verizon Wireless has applied for a Conditional Use Permit for a Telecommunication Facility on a parcel in a Williamson Act Agreement. The telecommunication facility will be located on APN 041-140-023, which is a 144.88-acre parcel. The parcel is located on the northeast corner of Coal Canyon Road and Flag Creek Road, north of Oroville. The telecommunication facility includes a 165-foot-tall monopole. The monopole will be a total of 170 feet high, including a 5-foot lightning rod, antenna array with 9 antennas, and associated ground equipment, all within a 2,500 square foot leased area.

The Land Conservation Act Advisory Committee reviewed the telecommunication facility on September 22, 2025, and found it will not impair the use of the property for agriculture (grazing) and it is consistent with the Williamson Act and the Butte County Administrative Procedures and Uniform Rules for Implementing the Williamson Act. The Land Conservation Act Advisory Committee did not require any changes to the existing Williamson Act Agreement (No. 2051-223/238). (DEPARTMENT OF DEVELOPMENT SERVICES)

Action Requested - DETERMINE THAT THE TELECOMMUNICATION FACILITY IS CONSISTENT WITH THE WILLIAMSON ACT.

3.3.c Resolution Recognizing Dan Breedon upon his Retirement from the Department of Development Services

The Department of Development Services recommends the Board of Supervisors adopt a resolution recognizing Planning Division Manager Dan Breedon on the occasion of his retirement from Butte County after 27 years of service. (DEPARTMENT OF

DEVELOPMENT SERVICES)

Action Requested - ADOPT RESOLUTION AND AUTHORIZE THE CHAIR TO SIGN.

3.3.d Contract with Land Logistics, Inc. for Mine Reclamation and Compliance Services

The Department of Development Services contracts for professional planning services to support the review of active mines, mine reclamation activities, and verification of regulatory compliance under the Surface Mining and Reclamation Act of 1975. On September 9, 2025, the Department issued a RFP for mine reclamation and compliance services. Five responses were received: SHN of Redding, CA; Vestra of Redding, CA; Benchmark Resources of Folsom, CA; Guzi West Inspection and Consulting of Chico, CA; and Land Logistics of Davis, CA. Land Logistics was identified as the most qualified bidder. The Department recommends that the Board of Supervisors approve a contract with Land Logistics, Inc. for mine reclamation and compliance services. The term of the contract is date of execution for a period of five years, not-to-exceed \$250,000. The contract is contingent upon utilization, and payment will only be rendered for services provided. (DEPARTMENT OF DEVELOPMENT SERVICES)

Action Requested - APPROVE CONTRACT AND AUTHORIZE THE CHAIR TO SIGN.

3.4. Department of General Services

3.4.a Jail Program & Capacity Expansion Project Contract Change Order with D.H. Slater & Son, Inc.

In 2014, California enacted SB 863, providing lease-revenue bond funding for the construction and renovation of county adult detention facilities. On August 11, 2015, the Board of Supervisors authorized submission of the County's \$40 million funding application under SB 863, which required a 10% local match. On May 19, 2023, the State Public Works Board approved the construction contract awarded to D.H. Slater & Son, Inc., and the County subsequently issued the Notice to Proceed. As of November 17, 2025, the County has issued 93 change orders totaling \$1,782,877, all within the approved construction contingency. The Jail Program & Capacity Expansion Project remains under budget by approximately \$500,000. The Department of General Services, in coordination with the Sheriff's Office, recommends the Board approve Change Order 94, in the amount of \$413,365, for the removal and replacement of existing pavement, including cement-treated base, and installation of site lighting at the administration entrance parking lot at 5 Gillick Way in Oroville. The Change Order utilizes the remaining project funds. (DEPARTMENT OF GENERAL SERVICES)

Action Requested - APPROVE CHANGE ORDER 94 AND AUTHORIZE THE CHAIR TO SIGN.

3.4.b Jail Kitchen Remodel Project and Budget Amendment

The Butte County Jail kitchen has reached the end of its functional life and requires modernization to ensure safe, reliable, and compliant food service for the inmate population. The proposed remodel will replace outdated and unreliable components, including major kitchen appliances, flooring, wall finishes, and utility systems. Appliances that can no longer be efficiently repaired or supported by manufacturers will be replaced.

The project also includes sealing of walk-in refrigerators and freezers, installation of new epoxy flooring and washable wall coverings, and electrical, plumbing, and potential gas line upgrades to support the new equipment. Temporary kitchen and storage accommodations will be provided to maintain uninterrupted operations during construction. These improvements are essential to ensuring long-term operational reliability, reducing maintenance costs, and maintaining compliance with health and safety requirements. The Community Corrections Partnership (CCP) has approved the use of available CCP funds to finance the remodel. The Department of General Services, in coordination with the Butte County Sheriff's Office, recommends approval of a capital project to remodel the Jail Kitchen and a budget amendment of \$1,500,000 to transfer CCP funds for the new project. (DEPARTMENT OF GENERAL SERVICES)

Action Requested - 1) APPROVE CAPITAL PROJECT AND 2) APPROVE BUDGET AMENDMENT (4/5 VOTE REQUIRED).

3.5. Department of Human Resources

3.5.a Resolution to Amend the Salary Ordinance

The Department of Human Resources recommends the Board of Supervisors adopt a resolution amending the Salary Ordinance for the following departments:

Child Support Services: Delete 1 vacant Administrative Analyst Supervisor and 1 vacant flexibly staffed Information Technology Analyst position resulting from successful internal recruitments for positions approved by the Board in October 2025; total allocations to decrease by 2.

Development Services: Add 1 flexibly staffed Administrative Analyst position. Following an internal recruitment, the Department will return to delete the resulting vacancy.

Development Services: Add 1 flexibly staffed Administrative Analyst position. Following an internal recruitment, the Department will return to delete the resulting vacancy. This staff change is part of a larger reorganization strategy that will ultimately result in a decrease of several positions. The strategy will allow the Department to proactively balance operational resources with revenue projections. The position is paid for by the General Fund and is expected to result in an annual salary increase of \$5,000 and will be paid for with salary savings in the current fiscal year. Total position allocations will temporarily increase by 1.

Employment and Social Services: Delete 1 vacant Program Manager of Employment and Social Services - Eligibility and Employment position; Delete 1 vacant flexibly staffed Administrative Analyst position; Delete 1 vacant flexibly staffed Health and Human Services Program Analyst position; Delete 2 vacant Eligibility and Employment Program Specialist positions; and 3 vacant flexibly staffed Employment Case Manager positions. The eliminations are based on available resources. The total annual cost savings for these changes will be \$794,000. Total allocations to decrease by 8. (DEPARTMENT OF HUMAN RESOURCES)

Action Requested - ADOPT RESOLUTION AND AUTHORIZE THE CHAIR TO SIGN.

3.5.b Resolution Honoring Butte County Employees for Dedicated Years of Service

Each year, the Board of Supervisors recognizes employees who have reached milestones of 30, 35, 40, 45, or 50 years of continuous, dedicated service to Butte County. For 2025, the Board recognizes Raymond Cooper, Essence Davis, Stephanie Eveatt, Michael Larish, and Penelope Mittag for 30 years of service and Cristi Roach, Michael Thompson, and Catherine Weitze for 35 years of service. (DEPARTMENT OF HUMAN RESOURCES)

Action Requested - ADOPT RESOLUTIONS (8) AND AUTHORIZE THE CHAIR TO SIGN.

3.6. Department of Public Health

3.6.a Contract with Luhdorff & Scalmanini Consulting Engineers, Inc (LSCE) for Rural Water Safety Planning, Ordinance Review, and Public Engagement Services

The Department of Public Health Environmental Health Division is responsible for protecting groundwater, ensuring safe drinking water, and overseeing onsite wastewater treatment systems (OWTS) in Butte County. The County's existing water well and OWTS ordinances require substantial updates to align with current State laws, Department of Water Resources (DWR) standards, California State Water Resources Control Board OWTS policy requirements, and evolving groundwater conditions. A comprehensive update is needed to ensure the ordinances remain technically sound, legally defensible, and protective of public health. On May 14, 2024, the Board of Supervisors authorized submission of an application for CDBG-Disaster Recovery (CDBG-DR) Mitigation funds to update the Water Well and the Wastewater Ordinance. The mitigation funds are available to the county as a result of the 2018 Camp Fire to reduce risk through planning and public service. The County was awarded \$500,000 to update the ordinances. On July 28, 2025, the Department published an RFP for a consultant to update the two ordinances. The Department received one proposal from LSCE of Woodland, CA. The Department recommends entering into a contract with LSCE to provide ordinance review, data analysis, stakeholder engagement, GIS mapping, CEQA support, and updated ordinance language. The term of the contract is December 16, 2025 through March 31, 2028, not-to-exceed \$479,805. (DEPARTMENT OF PUBLIC HEALTH)

Action Requested - APPROVE CONTRACT AND AUTHORIZE THE CHAIR TO SIGN.

3.6.b Grant Agreement with the California Department of Public Health (CDPH) for Disease Intervention Specialist (DIS) Workforce Development

The Department of Public Health has received grant funding from CDPH to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and monkeypox (mpox). The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends, and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV and mpox. The Department recommends entering into a grant agreement with CDPH for DIS Workforce Development to cover staff time and supplies needed to meet the deliverables of the grant. The term of the grant agreement is July 1, 2025, through June 30, 2030, with a maximum amount receivable of \$588,281. (DEPARTMENT OF PUBLIC HEALTH)

Action Requested - APPROVE GRANT AGREEMENT AND AUTHORIZE CHAIR TO SIGN.

3.7. Department of Public Works

3.7.a Agreement with Butte Meadows Hillsliders Snowmobile Club (Hillsliders) for Butte Meadows Winter Recreation

For over 30 years, the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation (OHMVR) Division's Over-the-Snow Vehicle (OSV) green sticker grant program has assisted with funding winter recreation activities in the Butte Meadows area. From 1990 to 2007, the Sheriff's Office administered the grant program, with Hillsliders performing the OSV grant operations. In 2007, the Department of Public Works began grant administration.

On October 8, 2025, the Department approved a grant agreement with the California Department of Parks and Recreation for OSV services in Butte Meadows. The term of the grant agreement is October 1, 2025, through September 30, 2030, not-to-exceed \$451,670. The Department recommends that the Board approve a new agreement with the Hillsliders for Butte Meadows Winter Recreation and related OSV grant operations. The term of the agreement is from date to proceed through September 30, 2030, not-to-exceed \$451,670. The expense of the agreement is fully paid for by the grant and is included in the Department's FY 2025-26 budget. (DEPARTMENT OF PUBLIC WORKS)

Action Requested - APPROVE THE AGREEMENT AND AUTHORIZE THE CHAIR TO SIGN.

3.7.b Agreement with Westervelt Ecological Services for the Purchase of Mitigation Credits

On August 18, 2014, the County entered into an agreement with Caltrans to complete the Ord Ferry Road across the Little Chico Creek Bridge Replacement Project. The project was completed in October 2025. To address the project's environmental impacts, and as required by the California Department of Fish and Wildlife, the County must mitigate 3.69 acres of streamside habitat. While some of this mitigation was originally planned for the projects on-site and off-site areas, constraints within the federal Highway Bridge Program made portions of the off-site work ineligible for funding, and only 0.82 acres of on-site restoration could be completed. As a result, the County must acquire 2.87 acres of mitigation credits to satisfy the remaining requirements. Mitigation credits are pre-approved environmental offsets that ensure long-term habitat protection.

Westervelt Ecological Services, a recognized provider of mitigation banking and ecological restoration services, is finalizing a mitigation bank that meets the project's habitat requirements. The estimated cost for the required mitigation credits is approximately \$861,000. The Department of Public Works recommends the Board of Supervisors approve an agreement with Westervelt Ecological Services to reserve and purchase mitigation credits and authorize the Director of Public Works to sign the agreement and the final purchase documents once the mitigation bank is finalized. The term of the agreement is 24 months from date of execution, not-to-exceed \$861,000. The agreement is primarily funded by the Highway Bridge Program. (DEPARTMENT OF PUBLIC WORKS)

Action Requested - 1) APPROVE THE AGREEMENT; AND 2) AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO SIGN THE AGREEMENT AND PURCHASE DOCUMENTS.

3.7.c Contract Amendment with WSP USA, Inc. to Continue Providing Engineering Services to Neal Road Recycling and Waste Facility (NRRWF)

On June 14, 2022, the Board of Supervisors approved a contract with Golder Associates, Inc. for design, engineering services, and permitting assistance at NRRWF. The term of the original contract is June 14, 2022, through June 14, 2027, not-to-exceed \$500,000. The contract was amended one time pursuant to a transfer of ownership from Golder Associates, Inc. to WSP USA, Inc. All other terms remained the same.

The Department of Public Works recommends the Board approve an amendment to the contract with WSP USA, Inc. for services provided on the Module 5E liner project, Wind Aerated Leachate Evaporation System (WAIV), Joint Technical Document (JTD) updates, and landfill gas well design services. The amendment increases the maximum amount payable by \$350,000, not-to-exceed \$850,000. All other terms remain the same. The cost of the amendment is included in the NRRWF FY2025-26 budget and is paid for by the Enterprise Fund. (DEPARTMENT OF PUBLIC WORKS)

Action Requested - APPROVE AGREEMENT AMENDMENT AND AUTHORIZE THE CHAIR TO SIGN.

3.8. Sheriff-Coroner's Office

3.8.a High Intensity Drug Trafficking Areas (HIDTA) Program Revenue Budget Amendment and Capital Asset Purchase

In July 2022, the White House Office of National Drug Control Policy (ONDCP) announced the addition of Butte County to the HIDTA program as part of the Central Valley California HIDTA region (CVC HIDTA). HIDTA is a federally funded program whose purpose is to disrupt and dismantle drug trafficking operations that threaten public health and safety. ONDCP provides funding to CVC HIDTA, which in turn provides funding to participating agencies within the region based on law enforcement case load statistics. CVC HIDTA has provided an annual allocation to Butte County due to the extraordinary work performed by the Special Enforcement Unit of the Sheriff's Office and the Butte Interagency Narcotics Task Force (BINTF), which includes representatives from Chico Police Department, Gridley Police Department, California Highway Patrol, Oroville Police Department, the Probation Department, the District Attorney's Office, and the Sheriff's Office. For FY 2025-26, the Sheriff's Office will receive \$87,000 in HIDTA funds. The Sheriff's Office recommends accepting CVC HIDTA funds and appropriating \$87,000 for a capital asset purchase of one new trailer to be used for crime scene investigations and equipment necessary to put the trailer into service. (SHERIFF-CORONER'S OFFICE)

Action Requested - 1) APPROVE CAPITAL ASSET PURCHASE; AND 2) APPROVE BUDGET AMENDMENT (4/5 VOTE REQUIRED).

3.8.b Capital Asset Purchase of Server Equipment and Related Software and Budget Amendment

The Sheriff's Office has identified the need to purchase a new server and related server management software license in order to provide additional storage space necessary for the continued operation of vital systems, including the computer-aided dispatch (CAD) system and records management system (RMS) that are utilized by staff each day. There are funds available in the 2011 Rural County Assistance Sub-Fund to pay the estimated cost of the new server and related software of \$225,000.

The Sheriff's Office recommends approval of the purchase of one (1) new server and related software as a capital asset and the related budget amendment. (SHERIFF-CORONER'S OFFICE)

Action Requested - 1) APPROVE CAPITAL ASSET PURCHASE; AND 2) APPROVE BUDGET AMENDMENT (4/5 VOTE REQUIRED).

3.9. Other

3.9.a District Priorities Fund Application - Butte County Fair

Supervisor Kimmelshue recommends approval of \$1,500 in District 4 Priorities Funds for the Butte County Fair to repair the ceiling in the fair office. The project will remove existing sheet rock, replace insulation that was impacted by water damage and then paint. Currently, the sheetrock is falling off the ceiling and the improvements will improve energy efficiency. (DISTRICT 4 SUPERVISOR)

Action Requested - APPROVE DISTRICT PRIORITIES FUND APPLICATION.

3.9.b District Priorities Fund Application - Northern Valley Catholic Social Service (NVCSS)

Supervisor Durfee recommends approval of \$2,000 in District 2 Priorities Funds for NVCSS for the Nourish & Protect: Food Security and Infant Safety Support for Butte County project. The project will provide food baskets and safety items such as baby gates and outlet covers to families in the Butte Baby Steps home visiting program administered by NVCSS. The project strives to strengthen vulnerable families. (DISTRICT 2 SUPERVISOR)

Action Requested - APPROVE DISTRICT PRIORITIES FUND APPLICATION.

3.9.c District Priorities Fund Application - Oroville Cemetery District

Supervisor Connelly recommends approval of \$600 in District 1 Priorities Funds to the Oroville Cemetery District for site preparations for a headstone for Captain Ralph Bird, considered to be the father of Oroville. (DISTRICT 1 SUPERVISOR)

Action Requested - APPROVE DISTRICT PRIORITIES FUND APPLICATION.

4. REGULAR AGENDA

4.1 Board Member/Committee Reports and Board Member Comment

Supervisor Connelly - Attended Air Quality Management District Board meeting, BCAG, RCRC, Emergency Services of Northern California meeting, and Oroville Light Parade.

Supervisor Durfee - Attended an event at Esplanade House; met with District 2 representative of Butte County Housing Authority, State Theater Guild group, developers regarding levee concerns, and constituents regarding flooding concerns.

Supervisor Ritter - Attended First 5 Executive meeting; Chico Unified School District Board meeting; Pipeline Safety Emergency Response table top; NACo West meeting; Disability Action Network meeting; United Domestic Workers of America Provider Recognition Dinner; Downtown Christmas Preview; Behavioral Health Training orientation; Agenda Review for Air Quality Management District Board meeting; Fall Roots meeting at Chico State; Health Care for the Unhoused event; Fundraiser at the Ahart Herbarium; Restorative Justice meeting; Reproductive Justice meeting; BCAG meeting; and Town Hall for Transportation.

Supervisor Kimmelshue - Attended Wyandotte Creek GSA meeting, Vina GSA meeting, CSAC Annual meeting, Butte County Disaster Council meeting, Sutter Buttes Flood Control Agency meeting, and Town Hall for Transportation.

Supervisor Teeter - Attended Forest Ranch Fire Safe Council meeting, Sierra Nevada Conservancy meeting, California Task Force meeting, Wildfire Solutions Coalition event, and met with constituents regarding forest service trails.

4.2 Public Comment

Comments to the Board on issues and items not listed on the agenda. Pursuant to California State law, the Board of Supervisors is prohibited from taking action on any item not listed on the agenda. Please note that Public Comment is in two separate sections. One, at the beginning of the regular agenda, which will last a maximum of 15 minutes, with another to follow as the last item on the regular agenda with no time limits.

The following members of the public submitted Public Comment: Diana Dreiss, Julie Threet (electronically and in-person), Ronald F. Owens Jr., and the Cameraman.

4.3 Appointment of Delegate and Alternate to the Rural County Representatives of California (RCRC), Golden State Finance Authority (GSFA), and the Golden State Connect Authority (GSCA)

RCRC is a 40-member county service organization that supports policies on behalf of California's rural counties. The RCRC Board of Directors is composed of a member of the

Board of Supervisors from each of its member counties. RCRC staff work in partnership with its Board of Directors to deliver a rural perspective when legislation and regulations are being formulated in Sacramento, and Washington, D.C. RCRC expanded its role as a service provider through the establishment of several public entities. Through these entities, which include the GSFA and GSCA, RCRC develops and implements services to address important challenges facing communities across California. Each year, the Board of Supervisors selects a Delegate to serve on the RCRC Board.

Historically, the Delegate chosen to serve on the RCRC Board also represents Butte County on the GSFA and GSCA Boards. The Delegate position is currently held by Supervisor Connelly and Supervisor Teeter is serving as Alternate Delegate. Staff requests the Board appoint a Delegate and an Alternate to serve on the RCRC Board and affiliate Boards for 2026. (OTHER)

Action Requested - APPOINT A DELEGATE AND AN ALTERNATE TO SERVE ON THE BOARDS OF RCRC, GSFA, AND GSCA FOR 2026.

Melissa Kitts, the Assistant Clerk of the Board, presented this item to the Board.

There was no public comment received for this item.

Action: Appoint Supervisor Connelly as Delegate and Supervisor Teeter as Alternate for 2026.

**Motioned: Chair Kimmelshue
Second: Supervisor Ritter**

Motion passed unanimously.

4.4 Appointment to the Environmental Services Joint Powers Authority (ESJPA) Board of Directors

The ESJPA is an entity of Rural County Representatives of California (RCRC), and is a 26-member county service organization that provides regulatory advocacy and technical assistance to rural counties, supports local public education campaigns and administers grants for recycling and hazardous waste management programs. In addition to legislative and regulatory advocacy, ESJPA also provides ongoing assistance directly to member counties in their efforts to comply with State and federal environmental standards and regulations.

Since the ESJPA is an entity of RCRC, the Board of Supervisors' Member appointed as the RCRC Delegate typically serves as the Delegate appointed to the ESJPA. Additionally, the ESJPA requests two alternate positions, who are typically held by Butte County Staff. Staff recommend the Board of Supervisors appoint one Board Member as Delegate for the ESJPA, and Craig Cissell, Deputy Director of Waste Management as an Alternate Member, and Valerie Meza, Recycling Coordinator, as a Second Alternate, to each serve a one-year term on the ESJPA ending December 31, 2026. (OTHER)

Action Requested - APPOINT ONE BOARD MEMBER TO SERVE AS DELEGATE MEMBER ON THE ESJPA; AND APPOINT CRAIG CISSELL, DEPUTY DIRECTOR OF WASTE MANAGEMENT AS AN ALTERNATE MEMBER, AND VALERIE MEZA, RECYCLING COORDINATOR, AS A SECOND ALTERNATE MEMBER, TO SERVE A ONE-YEAR TERM FOR A TERM ENDING DECEMBER 31, 2026.

Melissa Kitts, the Assistant Clerk of the Board, presented this item to the Board.

There was no public comment received for this item.

Action: Appoint Supervisor Connelly as Delegate, and Craig Cissell and Valerie Meza as Alternates, for 2026.

**Motioned: Supervisor Teeter
Second: Supervisor Ritter**

Motion passed unanimously.

4.5 Appointment to the Northern California Water Association

The Northern California Water Association (NCWA) was established to ensure reliable and affordable water supplies to the Northern Sacramento Valley and is governed by a Board of Directors, who are elected every other year. NCWA has begun their election process for the Board of Directors for the 2026/2027 term and has requested appointments be provided to them by December 22, 2025. Chair Kimmelshue currently serves as Member and Supervisor Connelly serves as the Alternate Member. Staff requests the Board of Supervisors appoint one Member and one Alternate Member to serve a two-year term on the NCWA Board of Directors ending December 31, 2027. (OTHER)

Action Requested - APPOINT ONE BOARD MEMBER AND ONE ALTERNATE BOARD MEMBER TO SERVE A TWO-YEAR TERM ON THE NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) BOARD OF DIRECTORS.

Melissa Kitts, the Assistant Clerk of the Board, presented this item to the Board.

There was no public comment received for this item.

Action: APPOINT CHAIR KIMMELSHUE AS MEMBER AND SUPERVISOR CONNELLY AS ALTERNATE BOARD MEMBER TO SERVE A TWO-YEAR TERM ON THE NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) BOARD OF DIRECTORS.

**Motioned: Supervisor Durfee
Second: Supervisor Teeter**

Motion passed unanimously.

4.6 Appointment to the Vina GSA Board of Directors

The Vina GSA is comprised of three member agencies, Butte County, the City of Chico, and the Durham Irrigation District and is responsible for implementing the Sustainable Groundwater Management Act (SGMA) and the Groundwater Sustainability Plan (GSP) for its portion of the Vina subbasin. The Vina GSA Board of Directors has one seat for each Member Agency and two Stakeholder Directors that consist of an Agricultural Stakeholder and a Non-Agricultural Domestic Well User Stakeholder. The Stakeholder Directors are appointed by the Butte County Board of Supervisors.

On June 13, 2025, Staff was notified of an unexpected vacancy, which initiated the recruitment process to fill the Non-Agricultural Domestic Well User Stakeholder Director position. On September 9, 2025, qualified candidates were presented to the Board and, following deliberations and public comment, the Board requested that the application period be reopened to allow additional time for more applicants to apply. A second recruitment and application window was opened from September 16, 2025 through October 10, 2025, which resulted in three qualified applicants: Jim Graydon, Aimee Raymond, and Liliana Scarafia. Per Section 7.3 of the Vina JPA, the Vina GSA ad-hoc Nomination Committee (consisting of the Durham Irrigation District Member Agency Director and City of Chico staff), reviewed the qualified candidates and now recommend that the Board of Supervisors appoint Jim Graydon to the Non-Agricultural Domestic Well User Stakeholder Director primary position to fill the vacant unexpired term ending October 10, 2027. (OTHER)

Action Requested - APPOINT JIM GRAYDON TO THE NON-AGRICULTURAL DOMESTIC WELL USER STAKEHOLDER DIRECTOR PRIMARY POSITION TO FILL THE VACANT UNEXPIRED TERM ENDING OCTOBER 10, 2027.

Melissa Kitts, the Assistant Clerk of the Board, presented this item to the Board.

The following members of the public submitted Public Comment: Katie Hawley, Tovey Giezentanner, Susan Screder, Jim Graydon, Patrizia Hironimus, and Cheetah Tchudi.

Action: APPOINT JIM GRAYDON TO THE NON-AGRICULTURAL DOMESTIC WELL USER STAKEHOLDER DIRECTOR PRIMARY POSITION TO FILL THE VACANT UNEXPIRED TERM ENDING OCTOBER 10, 2027.

**Motioned: Supervisor Ritter
Second: Supervisor Connelly**

Motion passed 3-2 (Ayes; Supervisors Connelly, Ritter, and Chair Kimmelshue; Nays: Supervisors Durfee and Teeter).

4.7 Appointment to the Biggs-West Gridley Water District

In the Biggs-West Gridley Water District, the number of qualified candidates filing for the Director seats did not exceed the number of positions to be filled and no petition calling for election was submitted. Pursuant to California Elections Code section 10515, the Butte

County Board of Supervisors shall appoint nominees to each Director seat in lieu of election. The Biggs-West Gridley Water District requests that the Board of Supervisors appoint Eric Waterbury and Eric Sligar, to serve four-year terms as Directors of the Biggs-West Gridley Water District in lieu of an election. (OTHER)

Action Requested - APPOINT ERIC WATERBURY AND ERIC SLIGAR TO SERVE A FOUR-YEAR TERM AS DIRECTORS OF THE BIGGS-WEST GRIDLEY WATER DISTRICT IN LIEU OF ELECTION.

Melissa Kitts, the Assistant Clerk of the Board, presented this item to the Board.

There was no public comment received for this item.

Action: APPOINT ERIC WATERBURY AND ERIC SLIGAR TO SERVE A FOUR-YEAR TERM AS DIRECTORS OF THE BIGGS-WEST GRIDLEY WATER DISTRICT IN LIEU OF ELECTION.

**Motioned: Supervisor Connelly
Second: Supervisor Durfee**

Motion passed unanimously.

4.8 PG&E Settlement Fund Request, Capital Asset Authority for Contract with Global Security System for Alert FM and Budget Amendment

Butte County received a \$252 million settlement from PG&E for the impacts of the Camp Fire. The County's net settlement is \$206.5 million. On July 21, 2020, the Board of Supervisors directed the PG&E Settlement Fund be established and committed to County stability, hazard mitigation, and disaster recovery with priority given to projects in the Camp Fire burn area, projects that leverage other funding, and projects with an urgent timeline. The Board has committed funds to 26 projects for a total of \$138 million since adopting the policy. Including interest, there is \$90.1 million in available, un-programmed PG&E Settlement Fund to date.

In April 2021, the Board approved use of PG&E Settlement Funds to pay for Alert FM, a radio-based emergency alert system that is used to alert residents of threats posed by wildfire or other dangers that is not reliant on power or cell phone service and contributes to the County's hazard mitigation efforts by increasing its ability to communicate vital information to the public during emergencies. In June 2021, the Sheriff's Office entered into a five-year contract with Global Security Systems to provide the Alert FM system utilizing five radio tower sites located throughout Butte County. The Sheriff's Office recommends the County enter into a new contract with Global Security Systems that extends use of the Alert FM system at the five existing sites and adds two new radio tower sites to expand coverage to the areas of Butte Meadows, Forbestown, and Clipper Mills. The cost of the new contract will be split between PG&E Settlement Funds and General Fund.

The Sheriff's Office recommends approval of \$275,000 in PG&E Settlement Funds to pay for Alert FM, approval of a related budget amendment appropriating the PG&E Settlement

Funds and moving existing appropriation within the Sheriff's Office budget, and approval of capital asset authority for a contract with Global Security Systems that extends use of the Alert FM system at the five existing sites and adds two new radio tower sites. The contract will begin upon execution and end on June 21, 2031, not-to-exceed \$400,000. (SHERIFF-CORONER'S OFFICE)

Action Requested - 1) COMMIT \$275,000 IN PG&E SETTLEMENT FUNDS FOR ALERT FM SYSTEM; 2) APPROVE BUDGET AMENDMENT (4/5 VOTE REQUIRED); 3) APPROVE CAPITAL ASSET PURCHASE; AND 4) APPROVE CONTRACT AND AUTHORIZE THE CHAIR TO SIGN.

Kory Honea, Sheriff, presented this item to the Board.

There was no public comment received for this item.

Action: 1) COMMIT \$275,000 IN PG&E SETTLEMENT FUNDS FOR ALERT FM SYSTEM; 2) APPROVE BUDGET AMENDMENT (4/5 VOTE REQUIRED); 3) APPROVE CAPITAL ASSET PURCHASE; AND 4) APPROVE CONTRACT AND AUTHORIZE THE CHAIR TO SIGN.

**Motioned: Supervisor Ritter
Second: Supervisor Connelly**

Motion passed unanimously.

4.9 Board Direction Requested on Community Education Expansion Grant for Chapter 38A Enforcement

In February of 2021, the Board of Supervisors approved an application for a mitigation grant from the California Department of Housing and Community Development (HCD) as a result of the 2017 Wind Complex. The mitigation grant was for a community education program related to Chapter 38A enforcement. The grant was awarded and in 2022 the funds were used to launch the "Be Ready, Butte!" campaign to accompany defensible space inspections. In 2025, as a result of the 2018 Camp Fire, HCD awarded a second grant to the County to expand this program. On September 9, 2025, Chief Sjolund recommended the Board award the expansion grant to an outside agency selected through an RFP process to continue the program. At that meeting, staff received direction to modify the grant scope of work to increase personal contacts and to reissue the RFP. Staff requests direction from the Board on modifying the grant scope of work and budget as detailed in the staff report prior to submitting the revisions to HCD. Once HCD approves the modifications, staff will reissue the RFP for services under the grant. (COUNTY ADMINISTRATION)

Action Requested - PROVIDE DIRECTION TO STAFF.

Katie Simmons, Deputy Chief Administrative Officer, & Garrett Sjolund, Fire Chief, presented this item to the Board.

The following members of the public submitted Public Comment: John Stonebraker.

Action: The Board gave direction to proceed with Option A, which keeps the Fire Education Specialist within the Fire Department.

4.10 2026 Job Order Contracts (JOC) with Air Systems of Sacramento, ACCO Engineered Systems, Inc., Cleanrite, Inc., Hankins Group, Inc., Holt Construction, Inc., Jessee Heating and Air Conditioning, Mesa Energy Systems Inc., T&S Intermodal Maintenance, Inc., and McClelland Air Conditioning, Inc.

JOC is an alternative project delivery method that enables the County to complete a wide range of repair, maintenance, and repetitive work projects through a single competitively bid contract. Public Contract Code authorizes the County to utilize JOC to select contractors who will perform individual projects based on fixed unit prices under umbrella contracts approved by the Board of Supervisors. On September 9, 2025, the Department of General Services advertised the 2026 JOC Program and received nine responsive and responsible bids. While there is no guaranteed minimum, each contractor will have an opportunity to perform job orders totaling at least \$25,000, with an initial contract value of \$2,000,000 for B-License Contractors and \$1,000,000 for C-License Contractors. The County reserves the right to increase the maximum value of each contract to \$6,210,093 in accordance with Public Contract Code. Individual job orders exceeding \$250,000 will be returned to the Board for approval. The Department recommends entering into JOC contracts with the following firms: Air Systems Services and Construction, LLC dba Air Systems of Sacramento; ACCO Engineered Systems, Inc.; Cleanrite, Inc.; Hankins Group, Inc.; Holt Construction, Inc.; Jessee Heating and Air Conditioning; Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy; T&S Intermodal Maintenance, Inc. dba T&S West; and McClelland Air Conditioning, Inc. (DEPARTMENT OF GENERAL SERVICES)

Action Requested - APPROVE CONTRACTS (9) AND AUTHORIZE THE CHAIR TO SIGN.

Dennis Schmidt, Interim Director of General Services, presented this item to the Board.

There was no public comment received for this item.

Action: APPROVE CONTRACTS (9) AND AUTHORIZE THE CHAIR TO SIGN.

**Motioned: Supervisor Ritter
Second: Supervisor Durfee**

Motion passed unanimously.

4.11 Administrative and Management Cost Share Agreement with Vina and Wyandotte Creek GSAs

On November 7, 2023, the Board of Supervisors approved a cost share agreement with Vina and Wyandotte Creek GSAs. The agreement delegates duties, responsibilities, and

fiscal contributions between the County and the Agencies. Under the agreement, the County provides administration, management, and technical services and one full-time Program Manager position to the GSAs. The term of the agreement is through June 30, 2028.

The provision of County administration, management, and staff to the GSAs has faced certain challenges related to differing priorities and liability exposure. GSA staff being nestled in the County has created public confusion regarding the role of the County and the independence of the GSAs as separate entities. The Board directed the Department of Water and Resource Conservation to pursue a greater degree of distinction between the County and the Vina and Wyandotte Creek GSAs. The Director of Water and Resource Conservation has prepared a presentation for the Board to discuss strategies implemented to address these challenges currently and options for amending the cost share agreement. (DEPARTMENT OF WATER & RESOURCE CONSERVATION)

Action Requested - PROVIDE DIRECTION TO STAFF.

Kamie Loeser, Director of Water & Resource Conservation, presented this item to the Board.

The following members of the public submitted Public Comment:

Action: The Board directed Staff to moved forward with Option 3 to continue the Cost Share Agreement through June 30, 2028, Further, they directed Staff to bring the item back before the Board on June 30, 2027, one year prior to the contract expiration.

4.12 Palermo Community Projects Update

The Department of Water and Resource Conservation will provide the Board of Supervisors with an update on three projects that the Department is leading or collaborating on within the Palermo community. The projects are funded by various grants and funding sources and include the Palermo Clean Water Consolidation Project, Palermo Drainage Master Plan, and the Palermo Dry Well Consolidation Project.

The Palermo Clean Water Consolidation Project will connect approximately 380 parcels to the existing South Feather Water and Power Agency's drinking water supply system.

The Dry Well Consolidation Project addresses the most urgent need to bring potable water service to several parcels served by wells which had already failed or were in a compromised state due to drought. It adds 6,000 liner feet of water main and 49 service laterals (meters, valves or hydrants).

The Palermo Drainage Master Plan analyzes the quantity and movement of water within the community and the mechanics of water flow through various culverts, ditches, and waterways within the community. The Palermo Drainage Master Plan will identify potential improvements and projects that could be implemented to reduce potential flooding during certain storm events. (DEPARTMENT OF WATER & RESOURCE CONSERVATION)

Action Requested - ACCEPT FOR INFORMATION.

Kamie Loeser, Director of Water & Resource Conservation, presented this item to the Board.

There was no public comment received for this item.

Action: Accepted for information.

4.13 Consideration of Additional CDBG Disaster Recovery (CDBG-DR) Infrastructure Funds for Camp Fire Recovery

At the direction of the Board of Supervisors, County staff are implementing a number of projects using CDBG-DR funding as a result of the Camp Fire. In May, the California Department of Housing and Community Development (HCD) approached the County about identifying additional shovel-ready projects that may be funded if additional CDBG-DR funds become available. On June 24, 2025, the Board directed staff to qualify two additional projects: (1) the Humboldt Senior Housing Project which HCD approved for funding, and the Magalia Dam Road Widening Design Project which HCD has determined does not qualify for funding as construction for the Magalia Dam Improvement Project is currently unfunded. Given this, HCD has requested the County identify any other unmet needs that will qualify for CDBG-DR infrastructure funding.

After evaluating unmet needs, staff recommends the Board direct staff to pursue up to \$15,858,654 in additional CDBG-DR infrastructure funds for existing Camp Fire infrastructure projects. Staff recommends prioritizing those funds, if granted, toward County projects already underway: the consolidated Behavioral Health facilities in Paradise, Oroville, and Gridley; and the Lakeridge Circle road project in Magalia. Staff recommends the Board direct additional funds above the County's needs to the Sewerage Commission of Oroville for the wastewater treatment plant upgrade. Should additional funds be granted, staff will return to the Board requesting approval of a resolution accepting the funds. (COUNTY ADMINISTRATION)

Action Requested - DIRECT STAFF TO PURSUE ADDITIONAL CDBG DISASTER RECOVERY FUNDS FOR EXISTING CAMP FIRE INFRASTRUCTURE PROJECTS, AND PRIORITIZE THOSE FUNDS TO MEET COUNTY PROJECT NEEDS FIRST.

Katie Simmons, Deputy Chief Administrative Officer, presented this item to the Board.

The following members of the public submitted Public Comment: John Stonebraker.

Action: Directed Staff to continue to pursue funds.

4.14 Lease Agreement with Verizon Wireless for Cell Tower on 4007 Keefer Road, Chico and Adoption of CEQA Negative Declaration

At the August 10, 2021 meeting, the Board of Supervisors considered the appeal of the Planning Commission's approval of a Conditional Use Permit to allow Verizon Wireless to construct a cell tower in north Chico to resolve a gap in coverage. In denying Verizon's ability to build on that property, the Board directed staff to locate alternative construction sites.

In May 2022, a study identified County-owned land, 4007 Keefer Road, as a suitable alternative. The project proposes a lease and future construction of a 100-foot cell tower to be built as a monopole, monopine, or faux water tank, with capacity for up to three additional carrier co-locations, potentially including public safety communications. The 2,500-square-foot (50' x 50') lease area would occupy a part of the southern portion of the 6.19-acre parcel, reserving the northern portion for the future County fire station. Approval of the lease is a prerequisite for Verizon to begin the Conditional Use Permit application process at this site.

An environmental review consistent with CEQA evaluated the proposed lease and the reasonably foreseeable development of the telecommunication facility. The analysis determined that the project would not result in significant environmental impacts. The Initial Study and proposed Negative Declaration were circulated to responsible agencies and surrounding property owners for review and comment.

County Counsel recommends adoption of the Negative Declaration and approval of a lease agreement with Verizon Wireless for the 2,500-square-foot area at 4007 Keefer Road. The initial term is five years, with up to four additional five-year renewals. The initial term will begin on the first day of the month after Verizon begins installation of communications equipment on the premises. The annual rent is \$17,823, increasing by 3% each year. (COUNTY COUNSEL)

Action Requested - 1) ADOPT THE NEGATIVE DECLARATION; AND 2) APPROVE THE LEASE AND THE MEMORANDUM OF LEASE AND AUTHORIZE THE CHAIR TO SIGN.

Felix Wannenbacher, Chief Deputy County Counsel, presented this item to the Board.

Comments received by Paula Daneluk, Director of Development Services.

There was no public comment received for this item.

Action: 1) ADOPT THE NEGATIVE DECLARATION; AND 2) APPROVE THE LEASE AND THE MEMORANDUM OF LEASE AND AUTHORIZE THE CHAIR TO SIGN.

**Motioned: Supervisor Durfee
Second: Supervisor Teeter**

Motion passed unanimously.

4.15 Overview of the Federal Impacts of House Resolution 1 (H.R.1) on Public Health and Social Services

House Resolution 1 (H.R.1) was signed into law on July 4, 2025, and imposes stricter eligibility requirements on Medi-Cal and CalFresh, causing millions of Californians to risk losing health or food benefits. It's also projected to result in a significant loss of health coverage for the low-income population. These changes shift major administrative and financial burdens onto counties which may face higher costs, reduced services, and increased pressure on social safety net programs. The Departments of Employment and Social Services and Public Health will present an overview of the federal impacts of H.R.1 on county-administered public health and social services programs. (DEPARTMENT OF EMPLOYMENT & SOCIAL SERVICES)

Action Requested - ACCEPT FOR INFORMATION.

Tiffany Rowe, Director of Employment & Social Services, & Monica Soderstrom, Director of Public Health, presented this item to the Board.

There was no public comment received for this item.

Action: Accepted for information.

4.16 Items Removed from the Consent Agenda for Board Consideration and Action

4.17 Update of Budget, Legislative, and other Current Issues by the Chief Administrative Officer

Comments received by Jarrett Beaudoin, County Health Officer.

4.18 Board of Supervisors Public Comment (Continuation as needed)

The following members of the public submitted Public Comment: John Stonebraker.

5. PUBLIC HEARINGS AND TIMED ITEMS

NONE.

6. BOARD OF SUPERVISORS CLOSED SESSION

6.1 Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Discipline/Dismissal/Release, Pursuant to Government Code section 54957

- A. Agricultural Commissioner
- B. Behavioral Health Director
- C. Chief Administrative Officer

- D. Chief Probation Officer
- E. Child Support Services Director
- F. County Counsel
- G. Development Services Director
- H. Employment and Social Services Director
- I. General Services Director
- J. Human Resources Director
- K. Information Systems Director
- L. Library Director
- M. Public Health Director
- N. Public Works Director
- O. Water & Resource Conservation Director

6.2 Actual Litigation Pursuant to Government Code sec. 54956.9(d)(1) - Four Cases

- a. Ryan Holman v. County of Butte et al, Butte County Superior Court Case No: 20cv00578
- b. AquaAlliance, et al v. Biggs-West Gridley Water District, et al., Butte County Superior Court Case No: 22CV00348
- c. Edward Tuman v. Butte County; Workers' Compensation Appeals Board Case No: ADJ15138239 (Claim No: 2097110061)
- d. Alan Davis v. Butte County; Workers' Compensation Appeals Board Case No: ADJ8628991 (Claim No: 1197110086, CBTE-294919) (COUNTY COUNSEL)

6.3 Workers' Compensation Liability Claims Pursuant to Government Code Sec. 54956.95 (a) - One Claim

- a. AJ Haggard v. Butte County; Workers' Compensation Claim, Claim No: 0897110020, Workers' Compensation Appeals Board Case No: ADJ8172077 (DEPARTMENT OF HUMAN RESOURCES)

6.4 Closed Session Public Comment

There being no further business before the Board, the meeting adjourned. The Butte County Board of Supervisors will reconvene at the next regular meeting, scheduled for January 13, 2026.

ATTEST:

Andy Pickett, Chief Administrative Officer and
Clerk of the Board

Tod Kimmelshue, Chair

Butte County Board of Supervisors

Deputy

Assistant Clerk of the Board

INDIGENT DEFENSE SERVICES CONTRACT

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "ATTORNEY."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date		December 1, 2025		On Following Date June 30, 2027	
County Department		Administration			
Basis of Price (Do Not ☒ More Than One of the Following Four Blocks)					
Price		☐ Fixed Price		☐ Annual Price	
		☐ Monthly Price		☐ Hourly Rate	
Not-to-Exceed Price		\$133,748.88		☒ if Reasonable Expenses are authorized in addition to Hourly Rate	
ATTORNEY Contact Information			COUNTY Contact Information		
ATTORNEY	Ryan Lamb		Project Manager	Danielle Nuzum	
Address	550 Salem Street, Suite 3		Address	25 County Center Dr. Suite 200	
City, State & ZIP	Chico, CA 95928		City, State & ZIP	Oroville, CA 95965	
Telephone	530-342-1476		Telephone	530-552-3336	
Facsimile			Facsimile	530-538-7120	

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

WHEREAS, ATTORNEY 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 1A, request to change insurance requirement

Attachment VI – Professional Credentials

Attachment III – Scope of Work

By signature below, the department head or his or her deputy 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."

Danielle Nuzum, Deputy CAO

Typed or Printed Name

Signature

Date

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

COUNTY

ATTORNEY

By _____
Tod Kimmelshue Date
Chair, Board of Supervisors

Ryan Lamb Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRAD J STEPHENS
BUTTE COUNTY 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 ATTORNEY. 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. **County Project Manager.** The COUNTY 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.** ATTORNEY is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the ATTORNEY a partner or in any way directly affiliated with the COUNTY. ATTORNEY agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Termination.** This Contract may be terminated by either the COUNTY or ATTORNEY by a thirty day written notice. Authorized costs incurred by the ATTORNEY 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.
6. **Indemnification.** ATTORNEY agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, 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 ATTORNEY, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by ATTORNEY hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. 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 ATTORNEY or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. ATTORNEY shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with ATTORNEY's negligence or willful misconduct.
7. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore ATTORNEY is responsible for administering the program as described herein, ATTORNEY 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 COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
8. **Insurance Requirements.** ATTORNEY 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 ATTORNEY, ATTORNEY's agents, representatives, employees and subcontractors. At the very least, ATTORNEY shall maintain the

insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **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 COUNTY 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.
10. **Representations and Warranties.** ATTORNEY 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.
11. **ATTORNEY's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the ATTORNEY as a material inducement to enter into this Contract. ATTORNEY hereby warrants that all of ATTORNEY'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 ATTORNEY's work by COUNTY shall not operate as a waiver or release. Where applicable, the ATTORNEY 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 COUNTY.
12. **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 Supervisors. If this Contract was executed for the COUNTY of Butte 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.
13. **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 Supervisors. If this Contract was executed for the COUNTY of Butte 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 Supervisors.
14. **Compliance with Laws.** ATTORNEY shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the ATTORNEY 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.

15. **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.
16. **ATTORNEY Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to ATTORNEY should ATTORNEY fail to perform the covenants herein contained at the time and in the manner herein provided. ATTORNEY 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 COUNTY shall notify the ATTORNEY of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the ATTORNEY under this agreement and the balance, if any, shall be retained by the COUNTY.
17. **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.
18. **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 COUNTY 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 ATTORNEY. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
19. **Conflict of Interest.** ATTORNEY and ATTORNEY'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 COUNTY upon the express representation that ATTORNEY has no other contracts in effect with COUNTY 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. ATTORNEY understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY 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. ATTORNEY stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. ATTORNEY recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
20. **Canon of Ethics.** ATTORNEY by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
21. **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.

22. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the ATTORNEY to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the ATTORNEY to fulfill those obligations.
23. **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 COUNTY Contracts

List any and all contracts that you have with COUNTY 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.**

ATTORNEY 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 ATTORNEY, ATTORNEY's agents, representatives, employees and subcontractors. Before the commencement of work ATTORNEY shall submit Certificates of Insurance and Endorsements evidencing that ATTORNEY 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 ATTORNEY 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 ATTORNEY provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to ATTORNEY's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

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

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

- 1)** The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the ATTORNEY, 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 ATTORNEY'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, ATTORNEY's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of ATTORNEY'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 County.

C. WAIVER OF SUBROGATION: ATTORNEY hereby grants to County a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against the County by virtue of the payment of any loss under such insurance. ATTORNEY 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 County 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 County for all work performed by the ATTORNEY, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require ATTORNEY 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 County.

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 County.

F. VERIFICATION OF COVERAGE: ATTORNEY shall furnish County 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 ATTORNEY's obligation to provide them. The County 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: County 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: ATTORNEY 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 County 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 ATTORNEY 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 County for review.

**ATTACHMENT VI
PROFESSIONAL CREDENTIALS**

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

Active membership in the State Bar of California

Ryan Lamb

ATTACHMENT III Scope of Work

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

Should ATTORNEY provide services from December 1, 2025, and prior to execution of contract, ATTORNEY agrees and acknowledges all language stated in this original contract, including all attachments, shall apply at time services are performed.

Duties and obligations of the ATTORNEY:

1. **New Cases**

ATTORNEY agrees to represent such persons in and regarding actions commenced on or after December 1, 2025, which are of the types specified in Exhibit D, Specific Duties attached hereto and incorporated herein by this reference.

2. **Pending Cases; Transition**

ATTORNEY also agrees to represent such persons in and regarding actions which are of the types specified in Exhibit D and are already pending.

3. **Assignments and Rotating Assignments**

It is understood that assignments in the above matters will be made by the Court; however, it is further understood that such assignments of ATTORNEY and the other attorneys (if any) having the same contractual responsibilities, will be on a rotating basis, as scheduled by the Butte County Indigent Defense Services Executive Director ("Executive Director"). As necessary, the Executive Director shall work with the Butte County Administrative Office to update ATTORNEY'S specific duties as reflected in Exhibit D attached hereto and incorporated herein by this reference. It is within the Executive Director's authority to approve revisions to ATTORNEY'S specific duties.

4. **Lack of Association with Other Contracting Attorneys; Cooperative Efforts**

ATTORNEY does not have, nor will he/she develop or maintain any association or partnership or employer-employee relationship with any other attorney contracting with COUNTY to provide indigent defense services. However, it is the intent that through a cooperative effort of each of the contracting attorneys, the Executive Director, and the Chief Administrative Officer or designee, that a comprehensive public defender system will be provided and that all necessary court appearances in connection therewith will be made as required in all the courts in the county.

5. **Representation Prior to Appointment**

Prior to court appointment, ATTORNEY may undertake to represent any person whom ATTORNEY believes would be deemed indigent and who requires representation regarding a pending investigation which ATTORNEY believes could result in an appointment pursuant to this contract. ATTORNEY shall advise the court of pre-appointment representation as soon as doing so will not disclose privileged information or otherwise disadvantage the client.

6. **Ancillary Services and Facilities**

ATTORNEY shall provide, at his/her own expense, all appropriate personnel ancillary to the furnishing of legal services as necessary to fully discharge in a professional manner all obligations herein assumed by ATTORNEY. ATTORNEY represents and warrants that at all times ATTORNEY'S personnel shall be competent, and that all services rendered will be sufficient to meet all constitution requirements relating to legal services. Upon request

ATTORNEY shall provide the COUNTY proof of these services (by submitting documentation of expenditures pursuant to the requirements set forth by section 17 of this Contract).

ATTORNEY shall provide, at his/her own expense, all office materials, equipment, facilities and supplies necessary for the support of such personnel in the performance of legal services under this Contract, including, but not limited to, office space, furnishings, telephones, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.

ATTORNEY shall maintain a full-time office within Butte County. The office shall be easily accessible to respective clients, or the ATTORNEY agrees to provide suitable alternatives to meet the needs of the client.

7. **Expert Assistance**

ATTORNEY may obtain such expert assistance and interpreters as ATTORNEY deems necessary to prepare each client's defense and as approved by the Court or the Executive Director. The fees and expenses incurred by ATTORNEY for these services shall be paid pursuant to an order of the Court, or the written approval of the Executive Director out of a budget established by County for that purpose.

8. **Investigative Assistance**

If investigation services are required, ATTORNEY shall utilize the investigator or investigators as assigned by the Executive Director. COUNTY will provide an investigation fund to cover the costs of investigatory services for all the attorneys contracting with COUNTY to provide indigent defense services. The Executive Director, in consultation with the Chief Administrative Officer or designee, will establish guidelines for the management and control of this fund which will specify when and how investigatory services shall be made available. The Executive Director shall make investigatory services available to ATTORNEY in accordance with the guidelines so established, and ATTORNEY shall request and utilize investigatory services pursuant to such guidelines. The amount of the investigation fund may be increased as necessary and subject to the provisions of Section 13, EXTRAORDINARY EXPENSES. Contractual or other arrangements for investigatory services shall be the responsibility of ATTORNEY, the Executive Director, or the Chief Administrative Officer (or designee), as they may agree. Investigators shall not be considered nor construed as COUNTY employees or as having any contractual relationship with the COUNTY.

9. **Contract Term; Termination**

This contract shall take effect on December 01, 2025, and shall be in effect through June 30, 2027, unless earlier extended by mutual written consent or terminated. This contract may be terminated by either party by the giving of 30 days written notice of termination to the other party.

COUNTY may terminate the contract at any time for good cause. "Good cause" for early termination of the contract by COUNTY means any of the following actions or inactions by ATTORNEY:

- a. Pleading no contest to, pleading guilty, or being found guilty of a felony or a crime involving moral turpitude;
- b. Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;
- c. Disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
- d. Willful misconduct by the attorney pertaining to Contract performance;
- e. Habitual intemperance in the use of intoxicants or drugs;
- f. Conduct prejudicial to the administration of justice, which brings the attorney into disrepute;
- g. Continuing conflict between private practice and Contract services;
- h. Failure to maintain membership in State Bar.

No waiver of any default or good cause for termination shall be deemed a waiver of any subsequent default or good cause for termination.

10. Continuation of Services After Contract Term

Upon termination of the Contract, ATTORNEY shall nevertheless continue to represent existing clients whose cases are set for sentencing after trial verdict(s) and clients whose felony cases are set for trial within 30 days from the termination date or for felony preliminary hearing or misdemeanor trial within 15 days from the termination date. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract, pro-rated to reflect the duration of the representation and the actual time ATTORNEY devotes to providing such services.

11. Financial Eligibility Determination

With the exception of cases involving pre-appointment investigation stage representation, determination of financial eligibility or "indigency" evaluation is the sole responsibility of the Court. Non-privileged information subsequently obtained by ATTORNEY which suggests that a client is not eligible for appointment of counsel shall be provided to the Court. At the request of the Court, ATTORNEY shall attend, as a witness, any hearing regarding the client's ability to reimburse the County for the value of ATTORNEY'S services. ATTORNEY'S participation in such a hearing remains subject to appropriate claims of privilege. Upon commencement of representation, ATTORNEY shall advise client of the requirements of this clause.

12. Rate of Compensation and Payment

ATTORNEY'S monthly compensation for services rendered under this Contract for the period of December 1, 2025, through June 30, 2026, will be \$7,284.80 (\$43,708.80 total).

ATTORNEY'S monthly compensation for services rendered under this Contract for the period of July 1, 2026, through June 30, 2027, will be \$7503.34 (\$90,040.08 total annually).

Such monthly compensation shall be in full satisfaction for all services to be rendered by ATTORNEY under this contract for each such month.

All such monthly payments shall be made by the first day of each month, for services rendered in the preceding month, if requests for payment are submitted to the County of Butte Administrative Office on a County claim form and in conformance with a schedule created by the Administrative Office, which reflects the payment schedule of the Auditor/Controller. Claims not submitted within ninety (90) days of the date services are rendered hereunder may be reduced by a 10% late processing fee.

Said monthly payments shall be exclusive of any Extraordinary Expenses which may be payable by COUNTY pursuant to Section 13 hereof.

The parties agree and represent the rate of compensation has been established after consideration of the facts set forth in California Penal Code, Section 987.3.

Notwithstanding anything to the contrary herein, COUNTY shall not be liable to pay ATTORNEY any amounts whatsoever hereunder, and ATTORNEY shall have no obligation to provide services hereunder, unless and until the Board of Supervisors of COUNTY budgets and appropriates funds for such purposes.

In no event shall ATTORNEY accept anything of value as consideration for services rendered pursuant to this Contract from any indigent person ATTORNEY has been appointed to represent by the Courts, except for compensation under this Contract from the COUNTY. ATTORNEY shall neither charge nor receive any fee or payment from any such indigent person for services rendered pursuant to this Contract.

13. Extraordinary Expenses

In addition to the compensation specified in Section 12 above, COUNTY agrees to fund reasonable attorney fees and costs associated with extraordinary cases. Extraordinary cases are of two types: (1) capital cases, and, (2) non-capital cases. Capital extraordinary cases are those cases in which the district attorney is seeking the death penalty. Non-capital extraordinary cases are those cases which, due to the nature of the crimes charged, the complexity of the legal issues involved, the severity of the penalty sought, the characteristics of the individual defendant(s), the estimated length of the trial, or other factors, unforeseen extraordinary time or expense is required for preparation and trial.

Capital Extraordinary Cases

Capital extraordinary cases shall be staffed by two attorneys. One attorney shall be a capital case qualified attorney from the Consortium. The other attorney shall be a capital case qualified attorney not from the Consortium.

COUNTY will negotiate with the Non-Consortium attorney for reasonable attorney fees in coordination with the Executive Director and the Non-Consortium attorney. Payment for the services of the Non-Consortium attorney will be made directly to that attorney by COUNTY upon that attorney's presentation of a proper bill for services rendered and an approved court order.

In coordination with the Chief Executive Officer or designee and the Executive Director and upon request of the Consortium appointed capital attorney, the Consortium attorney shall be provided a "Relief Attorney" to assist with the Consortium attorney's normal case load. The Relief Attorney will be responsible for handling approximately half the normal case load of the Consortium attorney while the capital case is pending. Two months prior to the jury trial of the capital case, and during the jury trial of the capital case, Relief Attorney will handle the entire case load of the Consortium attorney. One month following the conclusion of the capital case trial, Relief Attorney will handle approximately half the normal case load of the Consortium attorney. Compensation to the Relief Attorney will be at a rate of half that paid to the Consortium attorney while Relief Attorney is handling approximately half the normal case load, and at the same full rate as the Consortium attorney while handling the entire normal case load. Payment for the services of Relief Attorney will be paid directly to that attorney by COUNTY. The Consortium attorney will ensure that while Relief Attorney is provided services to cover Consortium attorney's case load, Relief Attorney will follow this Contract's requirements regarding Ancillary Services and Facilities (section 6), Representation Conflicts of Interest and Appearance of Impropriety (section 15), Retention of Files (section 16), Financial Reports and Records (section 17), and Standards of Representation (section 18).

Costs for an investigator, mitigation specialist, other experts, travel, lodging, etc., in capital extraordinary cases will be paid upon presentation of a court order from the capital Case Superior Court Funding Judge pursuant to Penal Code section 987.9.

All information regarding the funding of extraordinary expenses in capital cases shall be kept confidential by COUNTY and not shared with COUNTY COUNSEL or the DISTRICT ATTORNEY or any other agency without prior court approval, or as otherwise required by law.

Non-Capital Extraordinary Cases

The decision of whether a case meets the criteria of a non-capital extraordinary case shall be submitted to the Chief Administrative Officer (or designee) of COUNTY. The determination of whether the case meets the criteria of a non-capital extraordinary case shall be made by the Chief Administrative Officer (or designee) of COUNTY after consultation with Executive Director. COUNTY shall not discuss the matter with any other agency, including the DISTRICT ATTORNEY.

If COUNTY determines that a case does not qualify as a non-capital extraordinary case, the ATTORNEY may file a noticed motion in the Superior Court seeking a judicial determination of whether COUNTY abused its discretion in determining that the case was not extraordinary.

Requests for non-privileged costs (costs not protected by the Attorney-Client or Work Product Privileges) shall be paid only after prior authorization by the Chief Administrative Officer (or designee) of COUNTY.

Requests for privileged costs (costs protected by the Attorney-Client or Work Product Privileges) shall be submitted to the Executive Director for approval and, if approved, shall be paid by COUNTY.

If a case is determined by COUNTY to be a non-capital extraordinary case, COUNTY shall reimburse ATTORNEY for the costs of services rendered by a relief attorney at the rate of \$100 per hour or another negotiated rate with a cap of \$35,000.

Good Faith

This Extraordinary Case schedule has been negotiated in good faith by the parties with the understanding that it specifies maximum levels of compensation. It is expected that ATTORNEY, non-Consortium Attorney, and any Relief Attorney will provide services pursuant to the Standards of Representation specified in Section 18 of this contract and within the maximum levels specified in this schedule. However, it is further acknowledged by ATTORNEY and COUNTY that many factors outside the control of the parties can affect the service level required to meet said Standards of Representation in any particular case. Accordingly, in the event ATTORNEY, in his professional judgment, concludes that services are required beyond that which may be provided within this schedule, ATTORNEY may request additional, reasonable compensation. ATTORNEY'S request for such additional compensation shall be submitted to the Chief Administrative Officer (or designee) of COUNTY who may thereafter approve the request or submit the request to COUNTY'S Board of Supervisors for approval pursuant to Government Code section 54950 et seq., and in a manner that maintains the confidentiality of the information.

14. Appointment of Special Counsel, Assessment of Fees

When special counsel is appointed by the Court as a result of ATTORNEY'S failure to appear, absent legal cause, or failure to provide services as required pursuant to the terms of this Contract, the fees assessed against the County for the payment of such special counsel shall be charged against ATTORNEY and offset against any compensation owing to ATTORNEY hereunder.

15. Representation Conflicts of Interest and Appearance of Impropriety

The parties recognize that ethical considerations such as those referred to in the California Rules of Professional Conduct may prohibit attorneys from accepting some appointments normally included in the Contract caseload. ATTORNEY, in accordance with policies and guidelines established by the Executive Director, and reviewed by the Chief Administrative Officer or designee, agrees to establish a system for screening new appointments upon intake to discover potential conflicts of interest.

Upon discovery of a conflict of interest or other ethics considerations which preclude further representation, ATTORNEY shall immediately notify the affected client(s), court and Executive Director, and assist in the referral of the case to another attorney under contract with COUNTY. No conflict necessitating the appointment of other non-contracting counsel by the courts will be declared unless all of the attorneys who have contracted to provide services of the type in question with the COUNTY have each individually declared a conflict.

ATTORNEY shall cooperate with the Executive Director to establish policies and guidelines for determining which case(s) to decline in the event that a conflict of interest requires ATTORNEY to continue representation of one client while seeking relief from further representation of another.

16. **Retention of Files**

ATTORNEY shall maintain and retain client files, time records and other documents related to the defense cases to which ATTORNEY is assigned (or shall assure the maintenance of such records in the possession of any third party performing work related to this agreement) until the latter of (a) eight (8) years after final disposition of the client's case, including any appeals; (b) eight (8) years after the last activity in the case; (c) if the client is a minor, eight (8) years after the client reaches the age of majority; (d) until all State and/or Federal audits are complete; or (e) as otherwise required by law.

Upon request, and to the extent that such disclosure would not violate the law or an applicable privilege, ATTORNEY shall make available copies of these records to COUNTY, 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.

ATTORNEY shall maintain all files and time records for each case in safe storage for the retention periods stated above unless such files are assigned to successor counsel in the case. COUNTY shall have access to such files as necessary for administration of this Contract or a successor contract, but COUNTY guarantees the confidentiality of such files for all other purposes. COUNTY shall not be permitted access to any such file for any other purpose without the written consent of ATTORNEY, or court order. ATTORNEY will work with COUNTY on a cooperative basis to find suitable storage (at one or more of the offices of attorneys contracting with County to provide Indigent Defense Services or at some other facility under their control) for the old public defender files currently in the possession of such ATTORNEY. ATTORNEY shall work with Executive Director regarding storage requirements and facilities for records subject to these retention requirements

17. **Financial Reports and Records**

ATTORNEY shall keep proper records to enable COUNTY to establish the cost of representing all categories of persons represented pursuant to this Contract and shall make such records available to COUNTY in any proceedings to recover such costs from whomever may be obligated to reimburse the COUNTY or State, pursuant to the provisions of Section 987.4 and 987.8 of the Penal Code. If requested by the Chief Administrative Officer, ATTORNEY shall by the 15th of the month following each month in which services are performed hereunder submit time sheets including an itemization of the services rendered and time spent hereunder in such preceding month. If requested, such time sheets shall be submitted separately for each subcontracting attorney performing legal services on behalf of ATTORNEY. If such requested time sheets are not received by the 15th day of each month following each month in which services are performed, COUNTY may withhold compensation for services rendered by ATTORNEY for the succeeding month or months until such time sheets are received by COUNTY.

ATTORNEY agrees to maintain and submit any and all proper time and expense records necessary to enable COUNTY to claim reimbursement from the State of California for the cost of defense of capital cases and any other cases in which the COUNTY may be entitled to such reimbursement. Such records or a recapitulation thereof shall be submitted at the conclusion of each such case. If such case is not completed during the fiscal year in which it was filed, all time sheets and billings related thereto for costs incurred during that fiscal year shall be submitted by July 15 of the following fiscal year.

In addition, ATTORNEY shall supply additional statistics as are requested by the County Auditor, the Presiding Judge of the Butte County Superior Court, the County Administrative Officer, or the Board of Supervisors. Such records and reports shall not reveal information which is privileged or may otherwise compromise the defense of any pending case.

18. **Standards of Representation**

ATTORNEY shall provide services on any and all matters necessary to provide adequate representation of the indigent, including but not limited to:

- a. Being present at regularly scheduled arraignments or other initial appearance to make the necessary contact and appointments with clients assigned to ATTORNEY;
- b. Filing all necessary motions, including pre- and post-judgment motions;
- c. Representation through judgment or other final order of the court on the case, including but not limited to:
 - i. Filing timely motions to dismiss in cases subject to diversion agreements, conditional discharge or similar provisions,
 - ii. Filing necessary paperwork, and
 - iii. All pre-judgment proceedings arising from a petition for a writ of mandamus or habeas corpus related to the case on which counsel was appointed;
- d. Preparing all documents, letters, research and referrals to appropriate agencies;
- e. Continuous legal and support staff services, during case substitutions, to the extent necessary to ensure continuous representation and the establishment of the new attorney/client relationship;
- f. Consulting with clients regarding appellate review;
- g. Upon request, assisting in filing a notice of appeal and motion for appointment of appellate counsel and timely responding to appellate counsel's questionnaire or questions regarding the case;
- h. ATTORNEY shall speak to and conduct initial interviews in person with in-custody clients:
 - i. Within 24 hours of receipt of notice of appointment; or
 - ii. By the next working day if the court appoints ATTORNEY on a Friday, weekend, or holiday.

ATTORNEY shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and state constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a "reasonably competent attorney acting as a diligent, conscientious advocate". (People v. Pope, 23 Cal.3d 412 [1979].)

ATTORNEY agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed:

- a. Duty of careful factual and legal investigation. (See People v. Ibarra, 60 Cal.2d 460 [1963] (duty to research the law and raise settled objections); In re Saunders, 2 Cal.2d 1033 [1970] (duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense); ABA Standards on the Defense Function (hereinafter referred to as "ABA Standards", Section 4.1.)
- b. Duty to take prompt action to protect a client's legal rights (ABA Standards, section 3.6a [includes procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal.])
- c. Duty to keep the client informed. (ABA Standards, section 3.8)
- d. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See, ABA Standards, section 7.2(a) and 7.2(b); Amsterdam, Trial Manual for the Defense of Criminal Cases, 3 Ed., 1974.)
- e. Duty to know and explore sentencing alternatives (ABA, Standards, section 8.1(b).
- f. Duty to advise concerning appeals. (ABA Standards, section 8.2(a).)
- g. Duty not to handle a legal matter which the lawyer knows or should know that he is not competent to handle. (ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101(a).)
- h. Duty to maintain client confidences and secrets.

ATTORNEY shall be held accountable in accordance with the terms and conditions of this Contract, and may be subject to periodic performance evaluations by the Chief Administrative Officer (or designee) in conjunction with the Executive Director. Criteria for such evaluations may

include a review of variances among attorneys in pleadings, requests for continuances, and complaints from clients.

ATTORNEY shall satisfy the minimum requirements for practicing law in the State of California as determined by the California Supreme Court and required by the State Bar of California.

ATTORNEY'S continuing legal education shall include courses relating to criminal law practice or other areas of law in which the Consortium provides legal services to eligible clients under the terms of this Contract. The ATTORNEY shall maintain records of compliance with this provision consistent with the requirements of the State Bar of California, and make said records available for inspection by COUNTY upon request.

ATTORNEY shall be required to maintain a membership in a professional association for public defenders/criminal defense attorneys such as the California Public Defenders Association (CPDA) or California Attorneys for Criminal Justice (CACJ).

19. Performance Under Contract to be Principal Business of Attorney: Limited Private Practice Permissible

ATTORNEY represents and warrants to COUNTY that while this Contract is in effect the performance of legal services under this Contract shall be the principal and priority business of ATTORNEY. ATTORNEY shall not be prohibited from engaging in private practice providing that no private criminal or civil case shall be knowingly accepted or work done in connection therewith which would cause a conflict of interest to arise wherein ATTORNEY would be unable to represent an indigent or an indigent co-defendant pursuant to this Contract. No other work of any kind shall be accepted which would conflict with ATTORNEY'S performance of services as required pursuant to this Contract. In the event special counsel other than one of the attorneys in the Indigent Defense Services Consortium has to be appointed due to a conflict of interest which arises out of ATTORNEY'S representation of a co-defendant or other person on a retained basis, ATTORNEY shall reimburse COUNTY the full amount of attorney fees ordered by the Court as a result thereof.

20. Replacement or Additional Attorney

In the event that this Contract is terminated for any reason or it becomes necessary for COUNTY to enter into a contract with an additional attorney to provide services of the type contemplated by this Contract, the attorneys who constitute the Butte County Indigent Defense Services Consortium may nominate a replacement or additional attorney to the Chief Administrative Officer (or designee) and recommendation to the Board of Supervisors. Upon receipt of such nomination, the COUNTY may require any additional information it deems necessary regarding the nominee, may enter into negotiations with the nominee, may select some other attorney, or may initiate a request for proposal procedure to obtain additional proposals for such services.

21. Executive Director

ATTORNEY and the other attorneys contracting with County to provide public defender services have nominated and hereby ratify the nomination of Nicole Marie Diamond to act as Executive Director of Butte County Indigent Defense Services Consortium, to provide coordination and liaison between such attorneys, the Court, and COUNTY in addressing issues related to their contracts, including ATTORNEY quality accountability matters, scheduling, and assignments. The specific duties of this position is set forth in Exhibit E.

The Executive Director shall be responsible for the management, supervision and approval of expenditures from funds established by the COUNTY for investigation and expert assistance services. Annual funding for the services shall be set by the annual County budget, but for the term of this agreement, shall be no less than \$400,000 for investigator services, which include investigators that contract with the consortium and court-appointed investigators, and no less than \$200,000 for expert assistance services and other ancillary costs. At the beginning of each budget year, COUNTY will notify the Executive Director and General Services Department

(Contracts Division) of the Annual Funding amount for that fiscal year and the annual amount will be payable 12 equal monthly installments, payable one month in advance.

The Executive Director is responsible for overseeing and ensuring the records retention requirements of the Contract are being fulfilled by Consortium attorneys. COUNTY will reimburse the Executive Director the reasonable cost of secured storage facilities for records subject to COUNTY retention requirements upon submission of an invoice for such storage costs.

It is understood and agreed that the attorney acting as the Executive Director may be changed periodically by the attorneys who constitute the Butte County Indigent Defense Services Consortium. The manner and method of selecting the Executive Director shall be determined exclusively by the attorneys constituting the Butte County Indigent Defense Services Consortium. Notice of any changes shall be given to the County Administrative Officer immediately and the respective attorneys shall cooperate to modify their contracts accordingly.

The Executive Director shall receive compensation in addition to compensation received for indigent defense services for the Executive Director duties required under this contract and detailed in Exhibit E. The Executive Director's monthly compensation for these services rendered for the period of July 1, 2024, through June 30, 2027, shall be \$ 3,500 per month. Such monthly compensation shall be in full satisfaction for all services rendered by the Executive Director under this contract for each such month. All such monthly payments shall be made by the first day of each month, for services rendered in the preceding month, if requests for payment are submitted to the County of Butte Administrative Office on a County claim form and in conformance with a schedule created by the Administrative Office, which reflects the payment schedule of the Auditor/Controller.

Notwithstanding anything to the contrary herein, COUNTY shall not be liable to pay EXECUTIVE DIRECTOR any amounts whatsoever hereunder, and EXECUTIVE DIRECTOR shall have no obligation to provide services hereunder, unless and until the Board of Supervisors of COUNTY budgets and appropriates funds for such purposes.

DUTIES AND OBLIGATIONS OF THE COUNTY:

1. Compensation

a. Cases Within the Contract

For the services described in Exhibit D, ATTORNEY shall be paid as detailed in section 12 Rate of Compensation and Payment, detailed above. Such monthly compensation shall be in full satisfaction for all services to be rendered by ATTORNEY under this Contract for each such month.

Notwithstanding anything to the contrary herein, COUNTY shall not be liable to pay ATTORNEY any amounts whatsoever hereunder, and ATTORNEY shall have no obligation to provide services hereunder, unless and until the Board of Supervisors of COUNTY budgets and appropriates funds for such purposes.

b. Expert Assistance Services

ATTORNEY will be entitled to reimbursement from COUNTY for the reasonable cost of expert assistance services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense. ATTORNEY agrees that prior to utilizing any expert assistance services in any individual case, ATTORNEY shall obtain the written approval of the Executive Director that the expert assistance services are required for the case and that the cost will be reimbursed at the Court Approved Rate (ATTORNEY will be provided a schedule of court-approved rates by COUNTY). ATTORNEY understands that the COUNTY does not have unlimited funds to reimburse such expert assistance services. No other expenses incurred by ATTORNEY in the performance of this Agreement shall be reimbursed. If the Indigent Defense

Services Consortium contracts with one or more investigators, ATTORNEY agrees to use the contracted investigators. Investigators shall not be considered nor construed as COUNTY employees or as having any contractual relationship with the COUNTY.

COUNTY will be obligated to reimburse ATTORNEY monthly for expert assistance services upon receipt of an accumulated invoice, and any applicable receipts, and either a court order for reimbursement or the written approval by the Executive Director that complies with this Agreement. In accordance with the local rules of the Court, billings or invoices shall be submitted to the Executive Director no later than thirty (30) days following performance.

c. **Appointment of Special Counsel, Assessment of Fees**

When special counsel is appointed by the Court as a result of ATTORNEY's failure to appear, absent legal cause, or failure to provide services as required pursuant to the terms of this Contract, the fees assessed against the COUNTY for the payment of such special counsel shall be charged against the ATTORNEY and offset against any compensation owing to ATTORNEY.

END SCOPE OF WORK

EXHIBIT D

ATTORNEY Specific Duties: New Cases

At the assignment of the Court and the Executive Director, ATTORNEY shall be required to perform the following specific duties below, consistent with that assignment:

1. Felony complaints, information and indictments (including capital cases when qualified) arising out of alleged criminal offenses occurring within Butte County, which are filed in the Butte County Superior Court.
2. Misdemeanor complaints arising out of alleged criminal offenses occurring within Butte County which are filed in the Butte County Superior Court.
3. Misdemeanor appeals in matters where an appeal is filed in a Department(s) in which the attorney is not assigned.
4. Juvenile delinquency petitions pursuant to Welfare and Institutions Code Sections 601 and 602.
5. Petitions or other matters filed pursuant to LPS and Probate Conservatorship proceedings; Reise Hearings-Welfare and Institutions Code Section 5275; Mentally retarded-Welfare and Institutions Code Section 6500.
6. Petitions or other matters filed in the Superior Court pursuant to the provisions of the Sexually Violent Predator (SVP) law.
7. Cases brought under Family Code Section 290 and Code of Civil Procedure Section 1209 (limited to enforcement of child support orders; i.e. Penal Code Section 270, Code of Civil procedures 1209.5)
8. Misdemeanor complaints filed in the DUI Court.
9. High Intensity Drug and Alcohol Enforcement (HIDE) Cases
10. Domestic violence diversion and probation review cases.
11. Proposition 36 and Drug Court.
12. Veteran's Court cases.
13. Pre-trial and post-trial extraordinary writs to the Superior Court, related to accusations referred to in Subsection 1 through 14 above when such representation is required by law.
14. It is understood that Attorney will be assigned to one or more particular Departments of the Criminal Division of the Superior Court. Attorneys in felony departments shall also represent persons he/she is appointed to represent in any of the other felony criminal departments of the Superior Court in matters wherein there is a conflict relating to other attorneys assigned to those departments. Attorneys in misdemeanor departments shall also represents persons he/she is appointed to represent in any of the other misdemeanor criminal departments of the Superior Court in matters wherein there is a conflict relating to other attorneys assigned to those departments.
15. Any other appointment as scheduled by the Executive Director, including reassignment to a new category of cases or Department, pursuant to the section 3 of the Scope of Work of the Indigent Defender Services Contract, and representation of an indigent witness in a criminal matter.

- 16.** It is understood that ATTORNEY does not have the obligation pursuant to this Contract to accept any appointment as counsel (lead or associate) in a capital case where another contract attorney has already been appointed. The parties contemplate that if an appointment of second counsel (lead or associate) is to be made, the Court will appoint an attorney other than one of the attorneys who has entered into a contract with the County to provide public defender services on an on-going basis.

EXHIBIT E

Executive Director of the Butte County Indigent Services Consortium:

- A. Administrator of the consortium and attorneys, including the responsibility to supervise the attorneys to ensure they fulfill their contract responsibilities to their clients and the Courts and the County.
- B. Service as the liaison for the consortium and be directly responsible for providing such liaison services to the client community, the Courts, the Chief Administrative Officer, the County and such other entities, agencies and organizations as may be necessary or appropriate.
- C. Be responsible for the review, processing and submission of requests for extraordinary funds by both the attorneys and investigators.
- D. Conduct contract negotiations, review of contract compliance and the development of fund raising proposals independently and in coordination with the Courts and County.
- E. The Executive Director or his/her approved designee shall be responsible for the management and supervision of the investigative contracts, including the coordination and assignments of the investigators and ensuring they fulfill their contract responsibilities. Pursuant to sections 7, 8 and 21 of the Scope of Work, Executive Director or his/her approved designee shall establish a separate bank account to be used exclusively for the deposit of advances by the County and for payments for investigative services. A monthly advance for investigator services in the amount of no less than \$34,947.49, shall be made to the Executive Director or his/her approved designee upon submission of a claim signed by the Director. Banks statements and documentation in support of all investigator payments must be retained and shall be subject to review by the County, and a copy of the monthly bank statement shall be forwarded each month to the Auditor's Office. The claim may exceed the monthly amount when specifically requested by the Executive Director or his/her approved designee. When such requests in excess of said monthly amount are made, they shall be accompanied by appropriate expense documentation and orders of the Court related to the costs and services therein. Advances not expended for investigative services shall remain the property of the County. Executive Director, in consultation with the Chief Administrative Officer and the County will develop mutually satisfactory reporting requirements for investigative services providers.
- F. Ensure that the consortium includes no less than four (4) attorneys qualified to represent defendants who are facing charges that include a death penalty sentence. The assignment of the attorneys should be such that there is one death penalty qualified counsel per Court department.
- G. Ensure that records subject to the retention requirements of the County are secured, preserved, retained and/or destroyed pursuant to the requirements contained in the Scope of Work. The COUNTY will reimburse the Executive Director the reasonable cost of secure storage for the applicable records.
- H. Perform any other duty enumerated in the Indigent Defense Services Contract.

ATTACHMENT IIA

Request To Change Contract Insurance Requirements				
*Please Submit to Risk Management with the agreement including the Scope of Work				
1.	Department	Administration	Contact Person	Danielle Nuzum
	Email	dnuzum@buttecounty.net		Phone 530-552-3348
2.	Contractor		Contact Person	
	Email		Phone	
3.	What change is being requested?	1) Waive Commercial Liability Insurance requirement 2) Reduce Professional Liability (Errors and Omissions): to \$500,000 3) Waive Workers' Compensation Insurance requirement		
4.	Reason:	1) GL not required for scope of this contract 2) To successfully litigate a legal malpractice action by a Defendant against his/her criminal defense attorney, the defendant must first prove "factual innocence." Specifically, the jury instruction on this issues states that "to establish this claim the plaintiff must first prove that he was actually innocent of the charges for which he was convicted." (CACI 606; citing Wilkinson v. Zelen (2008) 167 Cal.App.4th 37.) The burden of proof means that exposure is extremely low and our risk is adequately covered by a \$500,000 policy. 3) Contractor does not currently have employees, therefore Workers' Compensation Insurance is not currently required.		
	a) Contractor cannot obtain required limits. If so, limits Contractor currently has:			N/A
	b) Contractor cannot afford premium. If so, current premium:			N/A
	c) Contractor cannot obtain insurance at all. Which type of insurance?			N/A
	d) Insurance carrier will not agree to additional insured endorsement. Name and phone number of			
	Contractor's insurance agent:		N/A	
	e) Other:		N/A	
5.	Brief description of services to be performed. If the contract is for construction or road work, please include the location of the project.			
	Public Defender Services			
6.	Length of Contract:		Cost:	\$
7.	Special certificates, licenses, degrees, education, etc., required of Contractor:			N/A
8.	Is Contractor a corporation or individual?			
9.	Will Contractor need to use his/her auto to perform services?		Yes	
10.	Will Contractor be transporting people? If so, maximum number at one time:		No	
11.	Will services be performed at County worksite or Contractor's office?		Both	
12.	Tools or special equipment Contractor will utilize:		N/A	
13.	Will Contractor be using County property?		No	If yes, describe (car, van, office space, etc.):
14.	Does Contractor have employees?		No	Will Contractor use sub-contractors?
15.	Risk Management's Comments:			

PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000 OF BUTTE**Landfill Engineering Services**

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", 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 Notice to Proceed	On Following Date	Five years Therafter		
County Department		Public Works			
Net 30		Basis of Price (Do Not ☒ More Than One of the Following Four Blocks)			
Price \$	Fixed Price	Annual Price	Monthly Price	Hourly Rate	
Not-to-Exceed Price	\$500,000	☒ if Reasonable Expenses are authorized in addition to Hourly Rate			
CONTRACTOR Contact Information			COUNTY Contact Information		
CONTRACTOR	Golder Associates USA, Inc.		Project Manager	Eric Miller	
Address	1000 Enterprise Way, Suite 190		Address	7 County Center Drive	
City, State & ZIP	Roseville, CA 95661		City, State & ZIP	Oroville, CA 95965	
Telephone	916-786-2424		Telephone	530- 552-5690	
Email	Ken_Haskell@golder.com		Email	emiller@buttecounty.net	

WHEREAS, COUNTY, through the COUNTY Department 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 IIA- Request to Change Contract Insurance Requirements
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy 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."

Amanda Partain

Typed or Printed Name

Amanda Partain

Signature

5/31/22

Date

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

COUNTY

By Bill Connolly 14 June 2022
 Bill Connolly Date
 Chair, Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE
 Public Works Contracts Division

By [Signature] 5/31/22

CONTRACTOR

[Signature] 5/25/2022
 Ken Haskell, Principal Date
 Golder Associates USA, Inc.

REVIEWED AS TO FORM
 BRAD J. STEPHENS
 INTERIM BUTTE COUNTY COUNSEL

By [Signature] 5/31/22

**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. **County Project Manager.** The COUNTY 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 COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, 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 COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. 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 COUNTY for any loss of or damage to COUNTY 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 COUNTY's funding source herein may be COUNTY, 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 COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY 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 COUNTY, 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 COUNTY 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 experience 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.** COUNTY 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 COUNTY 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 COUNTY.
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 Supervisors. If this Contract was executed for the COUNTY of Butte 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 Supervisors. If this Contract was executed for the COUNTY of Butte 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 Supervisors.
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 COUNTY 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 COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.
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 COUNTY 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. COUNTY 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 COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY 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 COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY 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 County of Butte 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 COUNTY for the advice of County 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 County of Butte 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 COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY 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 COUNTY Contracts**

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

Contract No.	Amount	Contractor	Description
SCON-0438	\$91,834.00	Golder Associates, Inc.	LFG Well Compliance Monitoring Services

**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** any one claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County 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 County.

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

- 1)** The County of Butte, 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 County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, 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 County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County on the policies required herein, except professional liability policy, a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County 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 County 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 County 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 County. The County 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 County.

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 County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County 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 required 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 County reserves the right to require, should a claim arise, a complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County 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 County 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 three (3) 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 three (3) years after completion of contract work.

Request To Change Contract Insurance Requirements

1.	Department	Public Works	Contact Person	Eric Miller	
	Telephone	530-538-7681	FAX	530-538-7171	Email emiller@buttecounty.net
2.	Contractor	Golder Associates USA, Inc.	Contact Person	Ken Haskell	
	Telephone	(408) 220-9223	FAX	(408) 220-9224	Email Ken_Haskell@golder.com
3.	What change is being requested?				
	Changes to Attachment II, Insurance Requirements.				
4.	Reason:	Contractor has requested multiple changes to the Insurance Requirements as detailed below.			
	a) Contractor cannot obtain required limits. If so, limits Contractor currently has:	n/a			
	b) Contractor cannot afford premium. If so, current premium:	n/a			
	c) Contractor cannot obtain insurance at all. Which type of insurance?	n/a			
	d) Insurance carrier will not agree to additional insured endorsement. Name and phone number of Contractor's insurance agent: n/a				
	e) Other:	1) Remove the words "per occurrence or" from Section A. MINIMUM SCOPE AND LIMITS OF INSURANCE 4) Professional Liability (Errors and Omissions). Revising this section to read as follows: Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with limits no less than \$1,000,000 any one claim, \$1,000,000 aggregate. 2) Add the words "on the policies required herein, except professional liability policy" to Section C. WAIVER OF SUBROGATION. Revising the first sentence of this section to read as follows: Contractor hereby grants to County on the policies required herein, except professional liability policy, a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. 3) Add the word "required" and "should a claim arise" to Section F. VERIFICATION OF COVERAGE. Revising this section to read as follows: Contractor shall furnish County 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 required 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 County reserves the right to require, should a claim arise, a complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 4) Revise Section I. CLAIMS MADE POLICIES numbers 2 and 3 to read as follows: Insurance must be maintained and evidence of insurance must be provided for three (3) years after completion of the contract of work. 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 three (3) years after completion of contract work. 5) Delete Section I. CLAIMS MADE POLICIES number 4.			

5.	Brief description of services to be performed. If the contract is for construction or road work, please include the location of the project.		
	Landfill engineering services on an on-going basis for the Neal Road Recycling and Waste Facility.		
6.	Length of Contract:	Five Years	Cost: \$ 500,000
7.	Special certificates, licenses, degrees, education, etc., required of Contractor:		Yes.
8.	Is Contractor a corporation or individual? Corporation		
9.	Will Contractor need to use his/her auto to perform services?		Yes
10.	Will Contractor be transporting people? If so, maximum number at one time:		N/A
11.	Will services be performed at County worksite or Contractor's office?		Both
12.	Tools or special equipment Contractor will utilize:		Gas analyzer
13.	Will Contractor be using County property?	No	If yes, describe (car, van, office space, etc.):
14.	Does Contractor have employees?	Yes	Will Contractor use sub-contractors? No
15.	Risk Management's Comments: Waiver approved as requested 5/24/22 <i>Lauren Kuloph</i>		

**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.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Golder Associates Inc.
Kenneth Haskell, Principal
Professional Engineer #C053290, 1995

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:

CONTRACTOR shall provide landfill engineering services on an on-going basis for the Neal Road Recycling and Waste Facility, in accordance with standard engineering practices described in the following regulations: Code of Federal Regulations, Title 40, Parts 257 and 258 (which implement Subtitle D of the Resource Conservation and Recovery Act or RCRA), CalRecycle (California Code of Regulations (CCR), Title 27), and California Regional Water Quality Control Board Waste Discharge Requirements Order No. R5-2011-0049 (CCR Section 20164, Title 27).

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.

CONTRACTOR TASKS:

CONTRACTOR shall provide Landfill Engineering Services including, but not limited to, the following tasks:

1. Support for Joint Technical Document, Preliminary Closure/Post-Closure Maintenance Plan and Waste Discharge Requirements;
2. Design of Well Field Expansion;
3. Reconfiguration of condensate handling system;
4. Fill sequencing plans;
5. Cell expansion design, construction specifications, bid documents support, construction support, and construction quality assurance services;
6. Permitting revised base liner systems, final cover system, and leachate management systems;
7. Air space/remaining capacity calculations;
8. Review of leachate pond disposal capacity and proposed new design and/or disposal recommendations.
9. Review of storm water pond disposal capacity and proposed design and/or recommendations for storage;
10. Storm water and erosion control planning, design, and inspection;
11. Conceptual planning for a potential landfill expansion and/or development of future on-site recycling facilities or other planned facilities at the landfill;
12. Review of landfill environmental control systems including but not limited to leachate collection and removal system (LCRS) reconfiguration;
13. Landfill and/or recycling facility expansion design and permitting.
14. Responding to regulatory orders requiring the County to implement corrective actions at the landfill.

CONTRACTOR DELIVERABLES

CONTRACTOR shall provide, as directed by COUNTY, necessary reports, plans, specifications, studies, analyses, technical memoranda and other documentation to support the design, planning and implementation of landfill engineering work. CONTRACTOR shall notify COUNTY of an event(s) requiring attention and provide the COUNTY an estimate for work to be performed. CONTRACTOR shall summarize monthly activities.

CONTRACTOR COMPENSATION

CONTRACTOR shall be compensated on a time and materials basis for a total not to exceed contract price of \$500,000, per the Schedule of Charges below:

Billing Level	Personnel Category	2022	2023	2024	2025	2026
LV8	X-14 Senior Director, Engineer/Scientist	\$ 268	\$ 275	\$ 282	\$ 289	\$ 296
LV7	X-13 Director, Engineer/Scientist	\$ 243	\$ 249	\$ 255	\$ 261	\$ 267
LV6	X-12 Senior Lead Consultant, Engineer/Scientist	\$ 214	\$ 220	\$ 226	\$ 232	\$ 238
LV5	X-11 Lead Consultant, Engineer/Scientist	\$ 190	\$ 196	\$ 202	\$ 208	\$ 214
LV4	P-10 Senior Consultant, Engineer/Scientist	\$ 156	\$ 161	\$ 167	\$ 173	\$ 179
LV3	P-9 Consultant, Engineer/Scientist	\$ 133	\$ 138	\$ 143	\$ 148	\$ 153
LV2	P-8 Associate Consultant, Engineer/Scientist	\$ 116	\$ 120	\$ 124	\$ 128	\$ 132
LV1	P-7 Assistant Consultant, Engineer/Scientist	\$ 106	\$ 110	\$ 114	\$ 118	\$ 122
	T-09 Senior Technician	\$ 133	\$ 138	\$ 143	\$ 148	\$ 153
LT4	T-08 Specialist, Technician	\$ 116	\$ 120	\$ 124	\$ 128	\$ 132
LT3	T-07 Senior Coordinator, Technician	\$ 112	\$ 116	\$ 120	\$ 124	\$ 128
LT2	T-06 Coordinator, Technician	\$ 106	\$ 110	\$ 114	\$ 118	\$ 122
LT1	T-05 Technical Assistant	\$ 100	\$ 104	\$ 108	\$ 112	\$ 116
LD4	T-09 Senior Specialist, Technical Engineering Support	\$ 118	\$ 122	\$ 126	\$ 130	\$ 135
LD3	T-08 Specialist, Technical Engineering Support	\$ 104	\$ 108	\$ 112	\$ 116	\$ 120
LD2	T-07 Senior Coordinator, Technical Engineering Support	\$ 96	\$ 99	\$ 102	\$ 106	\$ 110
LD1	T-06 Coordinator, Technical Engineering Support	\$ 88	\$ 91	\$ 94	\$ 97	\$ 100
LA4	A-09 Sr. Project Specialist	\$ 92	\$ 95	\$ 98	\$ 101	\$ 105
LA3	A-08 Project Specialist	\$ 87	\$ 90	\$ 93	\$ 96	\$ 99
LA2	A-07 Sr. Project Coordinator	\$ 83	\$ 86	\$ 89	\$ 92	\$ 95
LA1	A-06 Project Coordinator	\$ 77	\$ 80	\$ 83	\$ 86	\$ 89

Rates listed are intended to be hourly rates.

An office service fee of 5% will be applied to labor billings and includes copies, phones, computers, and 8.5 x 11 overnight deliveries.

Direct expenses will be billed at cost plus a 10 percent general administrative fee.

Outside direct costs will be billed at cost plus a 10% mark-up.

COUNTY's obligations include:

- o Make any relevant notification promptly
- o Provide data promptly
- o Provide schedules or set up meetings or respond to presentation of information promptly
- o Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- o County does not pay interest or penalties.

AMENDMENT TO CONTRACT**Neal Road Recycling & Waste Facility Engineering Services**

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

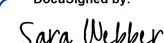
Amendment Number	1	Date of Amendment	January 31, 2023
Contract Number	SCON-0612	Date of Contract	June 14, 2022
Contractor	Golder Associates, Inc.		
Previous Contract Price	\$500,000.00	☐ Fixed Price	☒ Not-to-Exceed Price
Net Change This Amendment	\$0.00	☐ Fixed Price	☐ Not-to-Exceed Price
Revised Contract Price	\$500,000.00	☐ Fixed Price	☒ Not-to-Exceed Price
Current Completion Date	June 14, 2027		
Revised Completion Date	June 14, 2027		
<u>Description of Additional Changes:</u> (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.) 1) This contract is being amended due to change of ownership as follows: Pursuant to the transfer of ownership of Golder Associates, Inc. to WSP USA, Inc. effective at the close of business on January 1, 2023. Effective upon the full execution of this amendment and provisions by WSP USA, Inc. of a completed W-9 form to County. County shall approve the request for assignment and grant the assignment of Contractor's rights and obligations stipulated in Contract SCON-0612 from Golder Associates, Inc. to WSP USA, Inc. Upon full execution of this amendment and receipt of completed W-9, all reference to "Contractor" or "Golder Associates, Inc." shall be replaced with WSP USA, Inc. By execution of this amendment, WSP USA, Inc. (Contractor) acknowledges and shall accept all Scope of Work, Standard Terms and Conditions, Attachments and all other parts of contract SCON-0612 and shall perform them in a professional manner at no added cost to the County. All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.			

COUNTY

DocuSigned by:

 1/31/2023 | 4:15 PM PST
 Joshua Pack
 Director, Public Works

Reviewed for Contract Policy Compliance

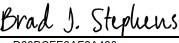
DocuSigned by:

 1/31/2023 | 11:08 AM PST
 Public Works Contracts Division

CONTRACTOR

DocuSigned by:

 1/31/2023 | 9:36 AM PST
 Jeff Dobrowolski, Principal
 WSP USA, Inc.

Approved as to Form
Brad J. Stephens
Butte County Counsel

DocuSigned by:

 1/31/2023 | 2:24 PM PST
 By

Certificate Of Completion

Envelope Id: CA49288DF4974233BD057531FB7C5DC8

Status: Completed

Subject: Complete with DocuSign: FWD: Complete with DocuSign: SCON-0612 Golder Associates (WSP USA) NRRW...

Source Envelope: 74E49D8D0A2A48C5BFAC5B286E9DE06F

Document Pages: 2

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tatum Duckett

AutoNav: Enabled

7 County Center Dr.

Enveloped Stamping: Enabled

Oroville, CA 95965

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

tduckett@buttecounty.net

IP Address: 63.198.28.28

Record Tracking

Status: Original

Holder: Tatum Duckett

Location: DocuSign

01/31/2023 | 10:00

tduckett@buttecounty.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Butte County Public Works

Location: DocuSign

Signer Events**Signature****Timestamp**

Amanda Partain

apartain@buttecounty.net

Administrative Analyst, Senior

Public Works

Security Level: Email, Account Authentication
(None)

DocuSigned by:


F81D7BF24A77477...

Sent: 01/31/2023 | 10:04

Viewed: 01/31/2023 | 10:30

Signed: 01/31/2023 | 10:30

Signature Adoption: Pre-selected Style

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sara Webber

swebber@buttecounty.net

Contracts Procurement Agent, Senior

Public Works

Security Level: Email, Account Authentication
(None)

DocuSigned by:


4C95FBC85A9C409...

Sent: 01/31/2023 | 10:30

Viewed: 01/31/2023 | 11:07

Signed: 01/31/2023 | 11:08

Signature Adoption: Pre-selected Style

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Accepted: 03/29/2021 | 14:20

ID: 65774aeb-acac-4ab6-8b72-6ac53fb2fb56

Beverly Tauchman

CoCoContractReview@buttecounty.net

Security Level: Email, Account Authentication
(None)**Completed**

Sent: 01/31/2023 | 11:08

Resent: 01/31/2023 | 12:04

Viewed: 01/31/2023 | 14:17

Signed: 01/31/2023 | 14:17

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Accepted: 01/31/2023 | 14:17

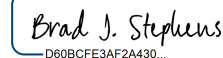
ID: 0bd713a7-39ff-436d-8999-f5837a1d04a0

Brad J. Stephens

CoCoContractReview@buttecounty.net

Security Level: Email, Account Authentication
(None)

DocuSigned by:


D60BCFE3AF2A430...

Sent: 01/31/2023 | 14:17

Viewed: 01/31/2023 | 14:24

Signed: 01/31/2023 | 14:24

Signature Adoption: Pre-selected Style

Using IP Address: 63.198.28.28

Electronic Record and Signature Disclosure:

Accepted: 01/31/2023 | 14:24

ID: 802f21ad-96b6-4ac0-8954-cb942d004915

Signer Events	Signature	Timestamp
Beverly Tauchman CoCoContractReview@buttecounty.net Security Level: Email, Account Authentication (None)	Completed Using IP Address: 63.198.28.28	Sent: 01/31/2023 14:24 Viewed: 01/31/2023 15:48 Signed: 01/31/2023 15:49
Electronic Record and Signature Disclosure: Accepted: 01/31/2023 15:48 ID: 05e037f0-9c2e-43c3-a9e6-4a6fe9831bd9		
Joshua Pack jpack@buttecounty.net Director Public Works Security Level: Email, Account Authentication (None)	DocuSigned by: <i>Joshua Pack</i> 25BCA51F2AC743C... Signature Adoption: Pre-selected Style Using IP Address: 63.198.28.28	Sent: 01/31/2023 15:49 Viewed: 01/31/2023 16:14 Signed: 01/31/2023 16:15
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Eric Miller emiller@buttecounty.net Manager, Waste Management Division Public Works Security Level: Email, Account Authentication (None)	COPIED	Sent: 01/31/2023 16:15
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	01/31/2023 10:04
Certified Delivered	Security Checked	01/31/2023 16:14
Signing Complete	Security Checked	01/31/2023 16:15
Completed	Security Checked	01/31/2023 16:15
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Butte County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Butte County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sdunn@buttecounty.net

To advise Carahsoft OBO Butte County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sdunn@buttecounty.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Butte County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sdunn@buttecounty.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Butte County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sdunn@buttecounty.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Butte County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Butte County during the course of your relationship with Carahsoft OBO Butte County.



MEMORANDUM

DATE: December 16, 2025

TO: Board of Supervisors

FROM: Kamie Loeser, Director of Water and Resource Conservation

RE: Groundwater Sustainability Agency (GSA) Administrative and Management Cost Share Agreement

PURPOSE

The purpose of this discussion is to obtain clarification and direction from the Board of Supervisors regarding the County Department of Water and Resource Conservation's continued role and staffing for the Groundwater Sustainability Agencies (GSAs) as detailed in the Cost-Share Agreement between the County and Vina and Wyandotte Creek GSAs.

The Cost-Share Agreement (Attachment A) was approved on November 7, 2023, and sets forth the terms under which the County provides administrative, management, and technical services to the two GSAs. The Scope of County Services includes the appointment of a single employee as the GSA Program Manager; technical service provision by County staff and/or consultants; duties and responsibilities of the parties; and fiscal contributions on a semi-annual basis. County scope of services, terms of compensation, and other contract items (i.e., terms, insurance, mutual indemnity, and general provisions) are also described in the Cost Share Agreement.

GROUNDWATER SUSTAINABILITY AGENCY BACKGROUND

For 30 years, the County has invested in knowledge and greater understanding of its groundwater resources through the Department of Water and Resource Conservation and the requirements of Butte County Code Chapter 33, Groundwater Conservation Ordinance. Upon the passage of the Sustainable Groundwater Management Act (SGMA) in 2014, California Water Code required that GSAs be formed in high- and medium-priority groundwater basins. There are three subbasins in Butte County: Vina Subbasin, a high-priority basin and the Wyandotte Creek and Butte Subbasins, which are medium-priority basins.

Given the Department of Water and Resource Conservation's history and experience planning and managing groundwater resources in these basins, the County spearheaded the effort to initiate the formation of GSAs with eligible entities. SGMA provided that any local public agency that has water supply, water management, or land use responsibilities in a basin could decide to

become a GSA or opt-out. A single local agency could be its own GSA, or a combination of local agencies could choose to form a GSA by using either a joint exercise of powers authority agreement (JPA), a memorandum of agreement, or other legal agreement. In addition, Water Code §10724(a) states, in the event that there is an area within a high- or medium-priority basin that is not within the management area of a GSA-eligible entity, the county which that “unmanaged area” lies would be the GSA for that area.

In the Vina and Wyandotte Creek subbasins, the County represents the unmanaged areas as a Member Agency of both GSAs. Within the Butte Subbasin, the County of Butte GSA represents the unmanaged areas throughout that Subbasin and is one of 11 GSAs that maintain SGMA compliance through a Cooperation Agreement. In high-and medium-priority basins, if a GSA opts out of its management role and no other local agency is able to take its place, the basin would be subject to intervention by the State Board.

JOINT POWERS AGREEMENT

On September 11, 2018, the Board of Supervisors adopted the JPAs for both the Vina and Wyandotte GSAs for the purpose of establishing a governance structure to develop the Groundwater Sustainability Plans (GSPs). The Vina GSA consists of three Member Agencies including: Butte County, the City of Chico and Durham Irrigation District. The Wyandotte Creek GSA is comprised of three Member Agencies, the City of Oroville, Butte County, and Thermalito Water and Sewer District.

The JPA provides guidance for the operation and administration of the GSAs and specifically states that:

1. The Board of Directors will establish a management committee comprised of a staff representative from each Member:
2. The Board of Directors can appoint and contract for services...deemed necessary or convenient for the business of the Agency; and
3. The Agencies will not have any employees and may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors.

JPA Article 11. Committee Formation

The JPAs describe the use of a Management Committee comprised of Member Agency staff to assist with guiding the management of the GSAs. For the Vina and Wyandotte Creek GSAs, the Butte County Director of Water and Resource Conservation has served on the Management Committee, with the Assistant Director providing technical support with regard to GSP development, data management, and modeling. The Management Committee serves as an advisory role to the GSA Program Manager.

Section 11.1 Management Committee. There shall be established by the Board of Directors a committee comprised of at least one (1) staff representative from each Member. The Management Committee ...shall meet as directed by the Board of Directors, and shall recommend agenda items, proposed action for the Board of Directors, administer the Stakeholder Advisory Committee, establish and administer technical working groups, and bring staff reports to the Board of Directors.

JPA Article 12. Operations and Management

The JPA allows the Board of Directors to appoint and contract for services.

Section 12.2 of the JPA states that "...the Board [of Directors]...shall also have the power to appoint and contract for the services of other officers, consultants, advisers, and independent contractors as it may deem necessary or convenient for the business of the Agency..."

The JPA specifically states that the Agencies will **not** have any employees and may employ consultants for planning and functions related to SGMA and completion of a GSP (refer to the complete language below).

Section 12.3 Employees and Management. The Agency will **not** have any employees. In lieu of hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as set forth in an agreement for such Member's services, which shall be approved by a super-majority vote of the Directors. The Agency shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA and complete a GSP.

COST-SHARE AGREEMENT

On May 24, 2022, the Board of Supervisors considered the Department of Water and Resource Conservation's Strategic Plan for 2022-2027, which establishes the mission, vision, values, and priorities for the Department and determines the Department's role and level of involvement in various activities. During the discussion of the level of involvement in various Department activities, the Board provided direction regarding administration of the Vina and Wyandotte Creek GSAs and, to a lesser degree, the County of Butte GSA. The Board of Supervisors' discussion included the Department of Water and Resource Conservation's role in each GSA as well as each GSA's need for continued administration by Member Agency staff and the GSAs' need for long-term financing, which has now been established. During these discussions, the Board of Supervisors expressed its desire that the Vina and Wyandotte Creek GSAs become self-sustaining and financially viable entities with minimal County support in the long-term.

As the GSAs were preparing for the adoption of their long-term fees for administration and operation, it was determined that the least costly method for administration of the GSAs was to have one of the Member Agencies manage the GSAs (as allowed and describe in Section 12.3 above).

On April 25, 2023, at the request of the Vina and Wyandotte Creek GSAs, the Board of Supervisors directed the Department of Water and Resource Conservation to work with the GSAs to develop an agreement for the provision of management services and a county-hired GSA Program Manager. The three-way Cost-Share Agreement between the County and the Vina and Wyandotte Creek GSAs was adopted on November 7, 2023.

The Cost Share Agreement sets forth the terms on which the County would continue to provide administrative, management, and technical services to the GSAs. The Scope of County Services

included the appointment of a single employee, the GSA Program Manager, to oversee the day-to-day operations of the GSAs with additional technical and fiscal services provided by other existing County staff or consultants. The Cost Share Agreement also included details on the duties and responsibilities of the parties to the agreement and making fiscal contributions on a semi-annual basis. In addition, to ensure that the County recovers its costs associated with managing the GSAs, the County is to provide the Agencies with a detailed cost proposal for the subsequent fiscal year (FY) to be reviewed, revised, and approved by April 1st of the preceding year.

The Agreement's expiration and automatic termination is set for June 30, 2028 (unless extended by mutual written agreement) and may be terminated upon any of the following occurrences:

- By mutual written agreement of all Parties.
- By any Party upon the material breach of the Agreement...
- By any Party effective on the last day of the current fiscal year, provided that the Party provides written notice to the other Parties no later than April 1 of the current fiscal year.

CREATING GREATER DISTINCTION BETWEEN THE COUNTY AND GSAS

Subsequent to the Department's Strategic Plan discussion and approval of the Cost-Share Agreement, the Board of Supervisors has become increasingly cognizant of the potential issues associated with the County managing the GSAs; some potential challenges include staff needing to navigate dual processes between the County and the GSAs, increased liability exposure, and differing priorities between the Board of Supervisors and the GSAs' Board of Directors. The Board of Supervisors provided direction to staff to pursue establishing a greater degree of distinction between the County Department of Water and Resource Conservation and the Vina and Wyandotte Creek GSAs.

Vina and Wyandotte Creek GSA Staff

The Department has assigned the following roles to staff to create more "distinction" between the County Department and GSA representation:

- Hired GSA Program Manager and Sustainable Groundwater Management (SGM) Grant Program Project Coordinator and Administrative Analyst. These positions are funded by the GSAs and/or SGM Grant Program that are the "faces" of the Vina and Wyandotte Creek GSAs.
- The Assistant Director of Water and Resource Conservation represents the County for the SGM Grant Projects that the County is managing per its Subrecipient Agreement. The Assistant Director also provides supervision of the GSA Program Manager and SGM Grant Program staff.
- The Director of Water and Resource Conservation serves as the County representative on each GSA's Management Committee, representing the interests of the County.

The following further describes the roles and responsibilities of GSA staff that have been hired for the purpose of managing the GSAs and administering the SGM Grant Program projects:

- GSA Program Manager. This position is 100% funded by the GSAs through the Cost-Share Agreement signed by the Vina GSA Board, Wyandotte Creek GSA Board, and

Board of Supervisors on November 7, 2023 (R42319). The Program Manager's responsibilities include:

- Administers the day-to-day activities of the Vina and Wyandotte Creek GSAs and represents the GSAs at meetings, conferences, workshops, and webinars.
 - Is the "face" of the GSAs and serves as staff for stakeholder advisory meetings, Board meetings, and other associated outreach activities.
 - Initiates the budget planning and long-term fee collection processes.
 - Coordinates the Management Committee and implements the direction of the Vina and Wyandotte Creek GSA Boards.
- Project Coordinator and Administrative Analyst. Both staff have been hired for the purposes of grant administration and project management for the GSAs' SGM Grant Program projects. These positions are 100% funded through the SGM Grant Program through the County's Subrecipient Agreements with GSAs originally executed by the Board April 9, 2024, and most recently amended on September 30, 2025. These are term positions that are scheduled to terminate on June 30, 2026. The Wyandotte Creek Subrecipient Agreement ends March 31, 2026, and the Vina agreement ends March 31, 2027.
 - Project Coordinator manages each of the GSAs' SGM grant projects and represents the Vina and Wyandotte Creek GSA at project team and stakeholder meetings. The Project Coordinator is the "face" of the SGM grant projects for the Vina and Wyandotte Creek GSAs. These projects include:
 - Vina GSA SGMA Grant Projects:
 - GSP Updates and Data Gaps
 - Demand Reduction
 - Lindo Channel
 - Wyandotte Creek GSA SGMA Grant Projects:
 - GSP Updates and Data Gaps
 - Regional Conjunctive Use Project
 - Administrative Analyst assists with grant administration and reporting activities including the recording and processing of consultant invoices and quarterly reporting per SGM Grant Program requirements.

Other Activities that Drive Greater Distinction Between Department and the GSAs

Provided below are other activities that have been conducted to create greater distinction between the Department of Water and Resource Conservation and the GSAs:

- Adoption of a long-term fee. Both GSAs have adopted regulatory fees to provide for the administration and management of the GSAs and SGMA compliance activities. The first fees were collected for the fiscal year (FY) 2023/2024. These fees pay for costs identified in the Cost-Share Agreement.
- Establishing procurement policies and standard professional services agreements. The Wyandotte Creek GSA has established its own consultant procurement policy, and the Vina GSA is pursuing approval of its own policy. Historically, the GSAs have relied on the Department of Water and Resource Conservation to procure consultants for professional and engineering support services.
- GSA Agendas, Minutes, and Board Meeting Materials

- Format of the Vina and Wyandotte Creek GSAs' Agendas, Minutes, and related materials clearly identify the GSA Program Manager separate from Member Agency staff.
- Branding
 - As part of outreach and education, the Vina and Wyandotte Creek GSAs have created their own style guide and color themes separate and distinct from the County.
 - GSAs maintain their own websites, announcements, social media, and outreach materials.
 - Separate business cards, t-shirts, and related items.
- Titles and Affiliations
 - For GSA Board and stakeholder meetings, workshops and other public outreach activities, the GSAs' team clearly identifies their title and agency affiliation and roles for meetings, webinars, and workshops.

GSA FINANCIAL AND ADMINISTRATIVE SYSTEMS AD HOC COMMITTEE

The GSA Program Manager has requested that each GSA Board of Directors form a Financial and Administrative Systems Ad Hoc Committee to more thoroughly evaluate its operational, administrative, and financial management practices to ensure they are well-suited to support the GSA's ongoing responsibilities and future needs. Development and refinement of these systems, tailored to each GSA's needs will help the GSAs maintain transparency, meet regulatory obligations, and operate efficiently as the GSAs take on more independent functions rather than depend on the County's policies and procedures.

The Wyandotte Creek GSA formed its Ad Hoc Committee on October 3, 2025. The Vina GSA Board tabled the discussion until the Primary Non-Agricultural Domestic Well User Stakeholder Board position is filled. The Ad Hoc Committees, which will include participation from each GSA's Management Committee are anticipated to meet in January 2026. Discussions will include a long-term workplan for operations and administration of the GSAs, bookkeeping and financial management, and technical services needed.

OPTIONS FOR AMENDING THE COST SHARE AGREEMENT

Since the approval of the Cost Share Agreement, both Department and GSA staff have identified operational roles and responsibilities that need to be clarified as well as services and associated costs that may need to be amended in the Agreement, including both Fiscal Services and Technical Services. Therefore, the County is considering options for amending the Cost Share Agreement.

Given the workload and responsibilities of the GSAs to ensure compliance with SGMA, specifically the preparation of the 5-year Periodic Evaluation (PE) and potential amendments for the Vina and Wyandotte Creek GSPs that are due January 28, 2027, the Department is proposing three timeline options for amending the term of the Cost-Share Agreement:

- 1) Continue the agreement through the current Fiscal Year 2025-26 and provide notification by January 2026.
- 2) Continue the agreement through the end of the Fiscal Year 2026-27; or

- 3) Continue the agreement through the term of the agreement, June 30, 2028.

Option 1 - Continue the Cost-Share Agreement Through Current FY 2025-26 and Provide Written Notification by January 2026

This option would terminate the agreement at the end of the current FY 2025-26 (June 30, 2026). Under this scenario the County would continue to provide operations and administration services through the GSA Program Manager through June 30, 2026. Under this timeline the following activities would need to be completed to ensure that administration and operation of the GSAs would continue:

1. Solicitation of Request for Proposals (RFP) for a 5-year on-call contract for Professional and Technical Services to provide the GSAs with Operation and Administration Services (supplanting the GSA Program Manager) and ongoing SGMA compliance.
2. Prepare the FY 2026-27 budget for adoption by each GSA Board of Directors.

Under this option, it is recommended that the County notify the GSAs in January 2026 of its intent to terminate the agreement as of June 30, 2026. The Cost-Share Agreement requires notification by April 1; however, to give the GSAs adequate time to initiate the RFP process for Professional and Technical Services and determine additional revenue needs early in the budget planning process. This would allow the GSAs to incorporate the anticipated increase in cost for a consultant to manage the GSAs.

Should the Cost-Share Agreement conclude at the end of the current fiscal year, the following activities and considerations need to be addressed by the Groundwater Sustainability Agencies (GSAs) and the County:

- The GSAs would be required to initiate a procurement process to retain a consultant to assume the duties currently performed by the GSA Program Manager.
- Consultant-provided program management services may result in increased administrative and operational costs for the GSAs. These potential cost increases should be incorporated into the GSAs fiscal planning, including budget development and associated fee processes.
- The GSA Program Manager position within the County Department of Water and Resource Conservation would be discontinued effective June 30, 2026, consistent with the termination of the agreement.
- In the absence of the Program Manager, responsibility for facilitating transition activities, such as document transfer, administrative close-out, and coordination with the GSAs' Boards, Advisory Committees, and Management Committees would likely shift to remaining Department of Water and Resource Conservation staff, subject to workload capacity and operational priorities.

Option 2 - Continue Cost-Share Agreement Through FY 26/27

This option would provide additional time for the GSAs to transition from the GSA Program Manager and County supported management through the end of the FY 2026-27, June 30, 2027. During this timeline the GSA Program Manager would be available for transition activities after a consultant team has been selected for operation and administration of the GSAs.

Under this Option, the County would amend the term of the agreement through the end of the FY 2026-27. Notifying the GSAs of the intent to amend the term in January 2026 would allow for the GSAs to plan for potential increased costs for a consultant to manage the GSAs. Going forward the GSA Program Manager would work to transition the operations and management to a consultant team by June 2027.

Option 3 – GSA Program Manager Continues as County Employee Through the Current Term of the Agreement, June 30, 2028

Under Option 3, the term of the Cost-Share Agreement would remain the same and the County would notify the GSA in January 2028 of the intent to terminate the agreement upon its expiration of June 30, 2028. Option 3 would allow for the GSAs to plan for increased costs for a consultant to manage the GSAs and would provide time for the adequate transition of operations and management from the GSA Program Manager to a consultant team. Under this timeline, the GSA Program Manager would work with the consultant team to establish a work plan for administration and operational activities that would need to be completed and implemented in order for the GSAs to operate independently from County assisted management.

OTHER CONSIDERATIONS

There are benefits and challenges for ending the Cost-Share Agreement early. If the GSAs were managed by a consultant, or if the JPA were modified to allow employees, the change would clarify the roles between the Department and the GSAs and avoid perceived conflicts of interest, reduce liability, and encourage the GSAs to establish a self-sustaining administrative structure.

Having County involvement with the GSAs including a designated employee/GSA Program Manager, staff representative on the Management Committee, and providing technical assistance allows the GSAs to tap into the Department's institutional knowledge. This experience provides continuity given staff's extensive background in SGMA; evaluating, modeling, and analyzing the County's groundwater conditions; understanding the basin's planning, management, and regulatory history; and familiarity with past and ongoing projects.

ACTION REQUESTED

Provide direction to staff regarding the following:

1. Preferred Option for amending the term of the Cost Share Agreement:
 - a. Option 1: End in FY 2025-26 with notice by January 2026
 - b. Option 2: Continue through June 30, 2027
 - c. Option 3: Continue through current term, June 30, 2028



GSA Administrative and Management Cost-Share Agreement

Kamie Loeser – Director of Water & Resource Conservation
Board of Supervisors Meeting
December 16, 2025



Purpose



- Discuss the Department of Water and Resource Conservation's role in managing the Vina and Wyandotte Creek Groundwater Sustainability Agencies (GSAs)
- Review methods for creating more distinction between the Department and the GSAs
- Consider options for amending the term of the Cost-Share Agreement with the Vina and Wyandotte Creek GSAs

Background



- Sustainable Groundwater Management Act Required Establishment of GSAs
- Joint Powers Agreement (JPA)
- Cost-Share Agreement

Groundwater Sustainability Agency Formation



- Sustainable Groundwater Management Act Required Establishment of GSAs
 - Eligible entities / local public agency
 - County role for “unmanaged areas”

Joint Powers Agreement



- Joint Powers Agreement (JPA)
 - Approved September 11, 2018
 - Operation and Administration
 - ✦ Management Committee
 - ✦ Consultant Management
 - ✦ No Employees
 - ✦ Member Agency Management

Cost-Share Agreement



- Approved May 24, 2022
- Scope of County Services
- Compensation for Services
- Timing of Compensation
- Term of the Agreement

Cost-Share Agreement



- Scope of County Services
 - Management of Day-to-Day Operations
 - Point of Contact for GSAs' Governing Boards
 - GSA Program Manager
 - Services Provided by County Employees or Consultants
 - ✦ GSA Program Manager Supervision
 - ✦ Sustainable Groundwater Management Grant Program Funding
 - ✦ Technical Support

Cost-Share Agreement



- Compensation for Services
 - GSA Program Manager
 - Fiscal Services
 - Technical Services
 - Workstation/Office Supplies
- Timing of Payment
 - County provides cost proposal to GSAs by January 1st
 - Agencies review, amend, and approve cost proposal by April 1st
 - GSAs pay in arrears by January and July 15th

Cost-Share Agreement



- **Cost-Share Terms**

- Term ends June 30, 2028
- May be terminated upon:
 - ✦ Mutual written agreement
 - ✦ Material breach
 - ✦ Last day of fiscal year, provided that the party provides written notice to the other parties no later than April 1 of the current fiscal year.

County Challenges Managing GSAs



- Staff navigating dual processes between County and GSAs
- Potential conflicts of interest
- Increased liability exposure
- GSAs rely on County processes for contracting, procurement, and financial controls

Creating Greater Distinction



- Groundwater Sustainability Staff
 - GSA Program Manager
 - Sustainable Groundwater Management Grant Program Project Coordinator and Administrative Analyst
- Long Term Fee
- Policies and Procedures
- Branding
 - GSAs have separate style guides, color themes
 - GSA websites, social media, public information and outreach mechanisms
 - Business cards, logos
- Titles and Affiliations



Options for Amending Cost Share



1. Option 1: End Agreement at end of current FY 2025-26
2. Option 2: End Agreement at end of FY 2026-27
3. Option 3: Continue Agreement to term of June 30, 2028

Option 1 – Amend Term Current FY



- What Would Need to be Completed Immediately:
 - Provide notice to terminate Agreement
 - Issue Request for Proposals for Professional and Technical Services
- Benefits:
 - Separates management of the GSAs from the County in 6 months
 - Reduces the liability exposure to the County
 - Reduces the stakeholder perception that County making GSA decisions
 - Minimizes differing priorities of the Board of Supervisors and GSAs' Board of Directors

Option 1 – Amend Term Current FY



- **Challenges:**

- Increases GSA Program Manager workload to focus on Request for Proposal process to retain consultant for management
- Timeline limits the GSA Program Manager to transition operations to consultant
- Consultant-provided services may increase costs for the GSAs
- The GSA Program Manager position would be discontinued effective June 30, 2026
- Loss of process and institutional knowledge
- Burden of management and transition responsibilities would likely fall to Department of Water and Resource Conservation staff

Option 2 - Amend Term FY 2026-27



- **Benefits:**

- Provides adequate time to issue a Request for Proposal for Professional and Technical Services for administration and operations
- Allows the GSA Program Manager to transition operations and management to the consultant team

- **Challenges:**

- Consultant-provided services may increase costs for the GSAs

Option 3 – Continue to FY 2027-28



- **Benefits:**

- Allows the GSA Program Manager to collaborate with the consultant team for transitioning operations and management
- Sets the GSAs up for successful transition self-sustaining administrative structure

- **Challenges:**

- Consultant-provided services may increase costs for the GSAs

Other Considerations



- **Benefits of County Management:**
 - Designated employee/GSA Program Manager
 - Technical expertise and institutional knowledge of groundwater monitoring and conditions, basin history, past and current projects
 - County assisted provides continuity of services
- **Challenges:**
 - Potential disruptions to meeting SGMA requirements for GSP Periodic Evaluations, development of policies, and grant opportunities
 - Complicates inter-basin coordination and collaboration efforts
 - Requires Management Committee to play greater role

Board Action



- Provide Direction to Staff



MEMORANDUM

DATE: December 16, 2025

TO: Board of Supervisors

FROM: Kamie N. Loeser, Director Water and Resource Conservation

RE: Update on Palermo Community Projects

The Department of Water and Resource Conservation provides periodic updates to the Board of Supervisors on the variety of projects carried out by the Department. This update serves as a status review of project that are being implemented for the Palermo community. These projects include:

- Clean Water Consolidation Project
- Dry Well Consolidation Project
- Drainage Master Plan

Background

The unincorporated community of Palermo is located approximately five miles south of the City of Oroville in Butte County. The Palermo community consists of approximately 490 parcels and a population of 1,102 residents (assuming 2.25 average persons per household for unincorporated areas in Butte County) and qualifies as a severely disadvantaged community.

The majority of the parcels within the Palermo community are served by individual water wells for their potable water supply. In addition, all parcels are served by on-site septic systems for wastewater treatment and disposal. Flooding, high groundwater levels and continued septic system failures have resulted in cross contamination of the existing wells and possibly contamination of the groundwater aquifer. Given the ongoing challenges within the Palermo community, a Town Hall meeting was held in Palermo to discuss a solution to provide clean, reliable and affordable water to the community, resulting in the Palermo Clean Water Consolidation Project and subsequently the Dry Well Consolidation Project. The Palermo Clean Water Consolidation Project would connect approximately 380 parcels to the existing South Feather Water and Power Agency's drinking water supply system. The Dry Well Consolidation Project addresses the most urgent need to bring potable water service to several parcels served by wells which had already failed or were in a compromised state due to drought.

In addition to water quality impacts, localized flooding can also result in public safety and emergency response issues, damage to homes and property, overwhelmed storm drain infrastructure, erosion of roads, economic effects associated with business closures, and decline in property values. The Palermo Drainage Master Plan analyzes the quantity and movement of water within the community and mechanics of water flow through various culverts, ditches, and waterways within the community. The Drainage Master Plan will identify potential projects that could be implemented to reduce potential flooding during certain storm events.

The Regional Conjunctive Use Project is being led by the Wyandotte Creek Groundwater Sustainability Agency (GSA) in collaboration with the Department Public Works to use the County's Routine Maintenance Agreement (RMA) obtained from the California Department of Fish and Wildlife (CDFW) to clear vegetation from stormwater conveyance ditches in the Palermo community. Although the overall project extends 1.7 miles, targeted vegetation clearing activities focus on the Palermo Tributary that extends from Perkins Avenue at Baldwin Avenue south to South Villa Avenue.

Palermo Clean Water Consolidation Project

Funding Source: \$2M American Rescue Plan Act (ARPA) funds allocated by the Butte County Board of Supervisors for engineering design and construction activities, \$2.5M in funds from the federal Environmental Protection Agency (EPA) State and Tribal Assistance Grants (STAG) Community Project Funding program, which is congressionally directed funding. **Partner**

Agency: South Feather Water and Power Agency (SFWPA)

Project Manager: Kamie Loeser, Director

Project Overview:

The Palermo Clean Water Consolidation (CWC) Project is a multi-phased project that addresses the drinking water availability and water quality issues within the Palermo community by expanding the South Feather Water and Power Agency's (SFWPA) existing treated drinking water infrastructure to the Palermo community. Implementation of each of the phases is dependent on funding.

The Project service area is bounded by Messina Avenue to the north, South Villa Avenue to the south, the railroad to the west and Upper Palermo Road to the east. The overall Palermo CWC Project involves connecting 380 parcels with 40,000 linear feet of distribution main in the Palermo community to the SFWPA's treated water system which currently serves 110 parcels. The Palermo CWC Project would bring all parcels Safe Drinking Water Act (SDWA) compliant clean treated potable water and thereby reduce future potential health and safety issues. The project benefit includes approximately 75 acre-feet per year of water supply.

There are several phases of the overall project: the initial Dry Well Consolidation Project (discussed below) and subsequent phases including Phase 1 – 6-inch pipe extensions that connects the central portions of the community to the east and west sides and Phase 2 – 6-inch pipe extensions on the northern and southern portions of the community.

Project Status: Current project activities to date include (listed in reverse chronological order):

- SFWPA and the Water Board is processing the final funding agreement for the SRF funds.
- SFWPA, in coordination with the Department, is obtaining Letters of Intent to connect from landowners within the Project's service area boundaries. SFWPA will need to demonstrate that roughly 180 parcels will connect in order to receive SRF funds.
- Water Board confirmed with the Department and SFWPA that SRF funds can be used to connect the residence to the water meter.
- Department is currently working on application to receive the STAG allocation.
- SFWPA submitted supplemental application materials to the state Water Board in March, May, and September 2024.
- May 14, 2024 Board of Supervisors approved two subrecipient agreements with SFWPA for 1) the use ARPA funds to procure a contractor for the construction of water conveyance infrastructure to the dry well areas within the community and 2) use UMDR funds to obtain a consultant for construction management services.
- January 26, 2024, the Department received notice from Water Board indicating that SFWPA needs to be the Drinking Water State Revolving Fund (DW-SRF) applicant.
- The project is currently being reviewed by the DW-SRF credit analysts.
- June and July 2023 additional County and SFWPA financial information provided to DW-SRF.
- May 22, 2023 Encroachment Permits were approved by the Department of Public Works.
- January 5, 2023 the Certificate of Completion for the change of organization (annexation) was completed.
- On September 1, 2022 the annexation application will be reviewed and considered for approval by LAFCo. Assuming there is no opposition there is a 30-day reconsideration period. During that time a legal description will be prepared, which will be submitted along with the Certificate of Completion to the State Board of Equalization. The annexation information will be forwarded to the DW-SRF project manager to further process the grant application.
- June 2022, Annexation application submitted to LAFCo
- Design plans completed for the proposed project.
- February 8, 2022, the Board held a public hearing adopting the Mitigated Negative Declaration, per the California Environmental Quality Act, for the project.
- January 25, 2022, the Board adopted Resolutions authorizing the Department to submit applications to the DWR Small Community Drought Relief Funding Program and the DW-SRF.
- November 17, 2021 a community meeting was held at the Palermo Grange to provide an overview of the project and solicit community interest in the project.
- September 28, 2021, the Board of Supervisors approved a contract with Luhdorff and Scalmanini Consulting Engineers to develop all elements of a DW-SRF application for the Project.

Palermo Dry Well Consolidation Project

Funding Source: \$2M American Rescue Plan Act (ARPA) funds allocated by the Butte County Board of Supervisors for engineering design and construction activities and \$525,000 DWR Urban and Multi-Benefit Drought Relief (UMDR) Program.

Partner Agency: South Feather Water and Power Agency (SFWPA)

Project Manager: Kamie Loeser, Director

Project Overview: The Palermo Dry Well Consolidation Project was implemented with the California Department of Water Resources (DWR) Urban and Multi-benefit Drought Relief (UMDR) funds. This was an initial phase of the overall Palermo CWC Project to address the most urgent need to bring potable water service to several parcels served by wells which had already failed or were in a compromised state due to drought. This project phase consisted of the installation of approximately 6,000 linear feet of water main, 49 service laterals and meters, meter boxes, valves, hydrants, and related appurtenances.

Project Status: Current project activities to date include (listed in reverse chronological order):

- Construction management team and Department staff finalizing closeout documents.
- Site Visit with California Department of Water Resources (DWR), SFWPA, County staff, Supervisor Connelly, November 5, 2025.
- Construction starts August 2025 and continues through October 2025.
- Bids are received on June 27, 2025, RCI General Engineering is the lowest bidder.
- Water Works Engineers prepares and releases bid documents for construction services, May 2025.
- Project Kickoff Meeting with SFWPA, Department, Water Works, April 2025.
- SFWPA and Department representatives select a construction management consultant and signs contract with Water Works Engineers.
- SFWPA reissued the Request for Proposals (RFP), extending the deadline through December of 2024.
- SFWPA reissued the RFP August 5, 2024 with a September 11, 2024 deadline. No proposals were received during the second round.
- June 19, 2024 SFWPA issued an RFP for Construction Management Services. No proposals were received.
- May 14, 2024 Board of Supervisors approved two subrecipient agreements with SFWPA for 1) the use ARPA funds to procure a contractor for the construction of water conveyance infrastructure to the dry well areas within the community and 2) use UMDR funds to obtain a consultant for construction management services.
- The Department secured an additional \$525,000 in DWR Urban and Multi-Benefit Drought Relief (UMDR) Program funds and entered into an agreement with the Sierra Institute to receive these funds for construction management.

Palermo Master Drainage Plan

Funding Source: Hazard Mitigation Grant Program (HMGP) and Subdivision Drainage Fund for local match.

Consultant: West Yost

Project Manager: Kamie Loeser, Director

Project Overview: In April 2020, the California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) awarded the County \$270,000 to address drainage deficiencies in the south Oroville watershed, particularly Maintenance District No. 6. The project requires a \$90,000 local match of funds, which will be provided by the Subdivision Drainage Fund.

The Palermo Drainage Master Plan analyzes the quantity and movement of water within the community and mechanics of water flow through various culverts, ditches, and waterways within the community. The Drainage Master Plan will identify potential projects that could be implemented to reduce potential flooding during certain storm events.

Project Timeline of Activities: Project activities to date include (listed in reverse chronological order):

- Final Drainage Master Plan available January 2026.
- October 22, 2025 – Community Meeting at Palermo Grange Hall.
- July 2025 – Comparison of Alternatives for addressing flooding within the Palermo Community with hydraulic model results for six alternatives.
- February 19, 2025 – Community Meeting at Palermo Grange Hall
- November 2024 – Wyandotte Creek Groundwater Sustainability Agency Regional Conjunctive Use Project – Update on the Palermo Drainage Master Plan
- September 2024 – Coordination with Wyandotte Creek GSA's consultants for the Sustainable Groundwater Management Regional Conjunctive Use Project to discuss an integrated and multi-benefit approach to flood management, surface water use, and recharge opportunities.
- August 2024 – Draft Conceptual Solutions Technical Memo for staff to review based on input from Department of Public Works and Department staff and community outreach.
- May 16, 2024 – Community Meeting at Palermo Grange Hall.
- March 2024 – Evaluation of existing flood areas including fieldwork and data collection.
- January 23, 2024 the Board of Supervisors approved a contract with West Yost for the preparation of the Palermo Drainage Master Plan

Department of Water and Resource Conservation



UPDATE ON PALERMO COMMUNITY PROJECTS

Kamie Loeser, Director
Department of Water and Resource Conservation
December 16, 2025



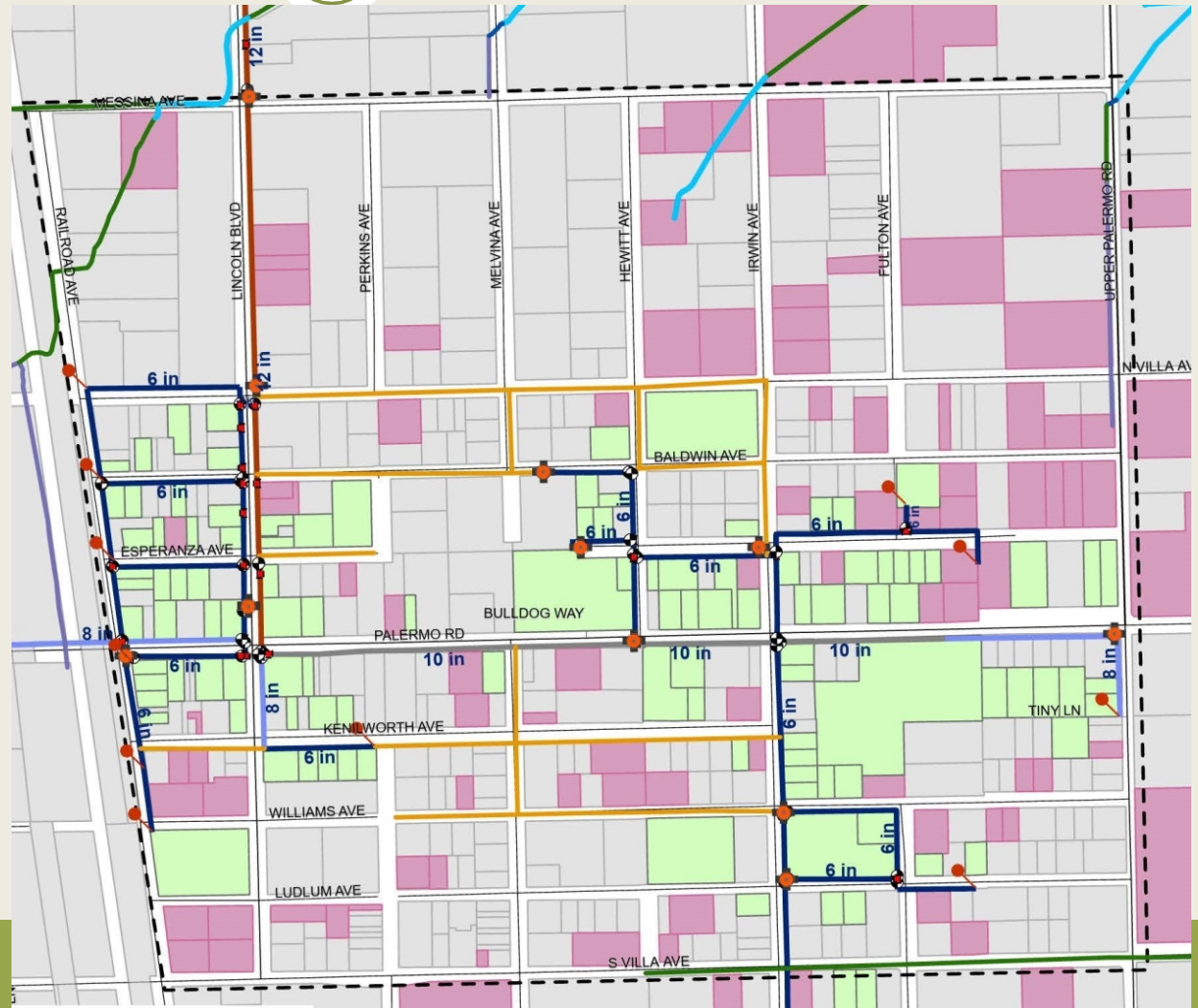
Palermo Community Projects



- ☐ Palermo Clean Water Consolidation Project
- ☐ Palermo Dry Well Consolidation Project
- ☐ Palermo Master Drainage Plan

Palermo Clean Water Consolidation Project

- 110 existing connections
- Connect 380 additional parcels
- Install 40,000 linear feet of water mains, laterals, meters/boxes, valves, hydrants
- 175 Letters of Intent to connect



Palermo **Clean Water** Consolidation Project

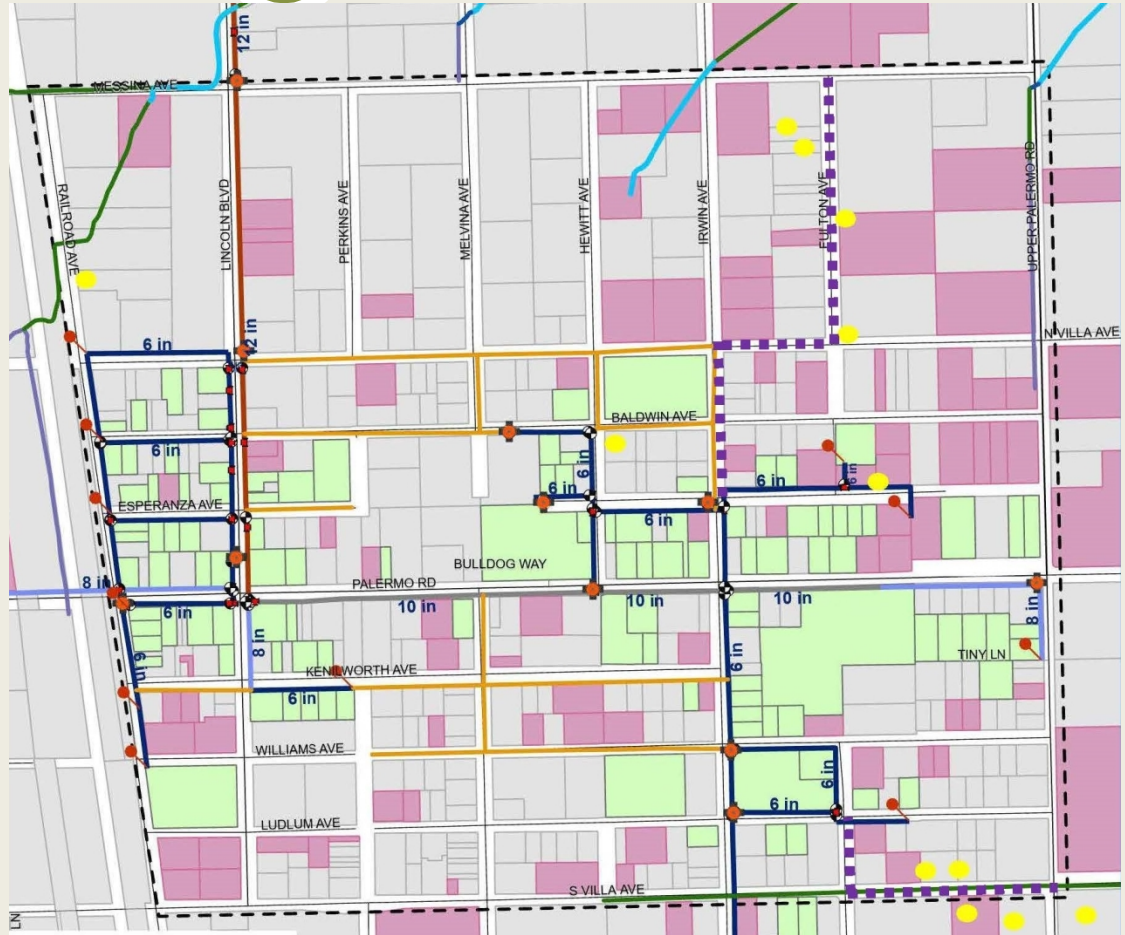


□ Funding Sources

- Water Board State Revolving Loan Fund – SRF
 - | Water Board and South Feather Water and Power Agency
- EPA State and Tribal Assistance Grants (STAG) Community Project Funding program, \$2.5M
 - | Final processing with EPA representative
- American Rescue Plan Act (ARPA), \$2M
- DWR Urban and Multi-Benefit Drought Relief Program \$525,000,

Palermo Dry Well Consolidation Project

- 6,000 linear feet of water main
- 49 service laterals to parcels, meter boxes, valves, hydrants
- Saves 10 acre-feet of groundwater
- Construction completed October 2025
- Site Visit with DWR November 2025



Palermo **Dry Well** Consolidation

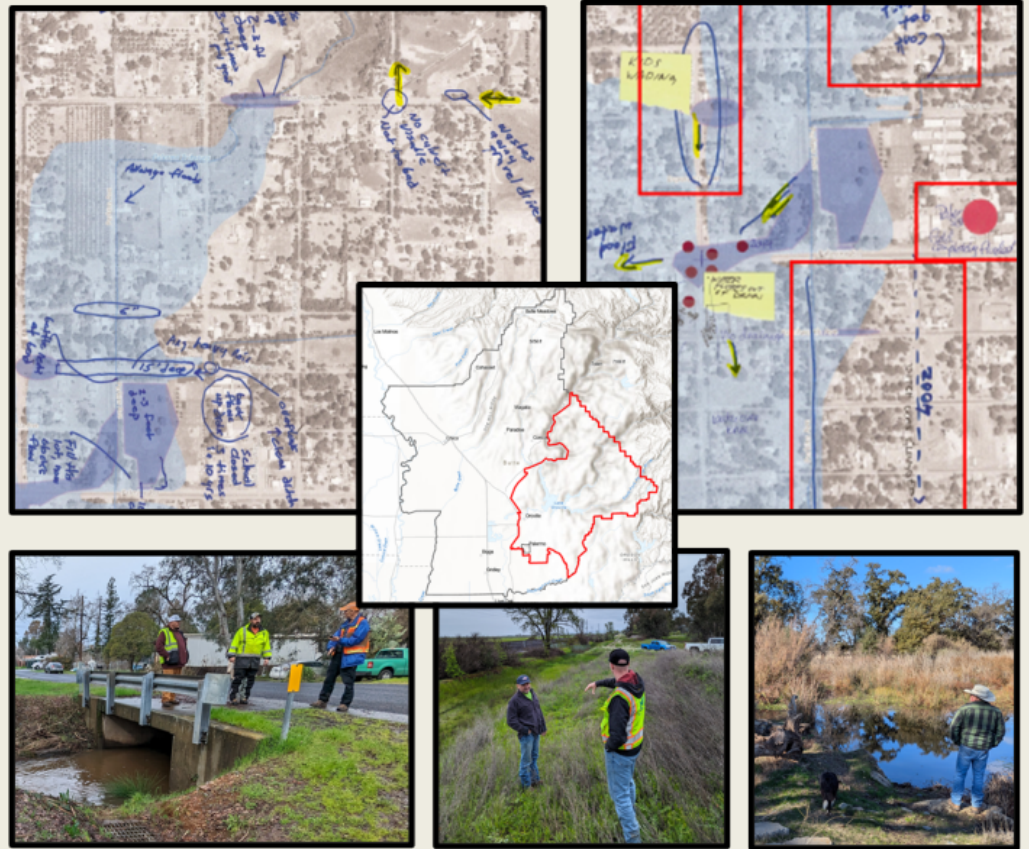


Palermo Dry Well Consolidation



Palermo Drainage Master Plan

- Funding Source: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program
- Field visits with Public Works road crews
- 3 Community Meetings
- Community Survey
- Hydraulic Modeling
- Conceptual Solutions
- Final Document January 2026



Palermo Community Projects



Questions?