



**UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY
TECHNICAL ADVISORY COMMITTEE**

Regular Meeting
AGENDA

County of Mendocino Conference Room B ♦ 501 Low Gap Rd. ♦ Ukiah, CA 95482

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/89520774769>

Alternatively, you may view the meeting (without participating) by clicking on the date and name of the meeting at www.cityofukiah.com/meetings, then go to the media tab.

May 7, 2025 - 1:00 PM

1. CALL TO ORDER AND ROLL CALL

2. APPROVAL OF AGENDA

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The Ukiah Valley Basin Groundwater Sustainability Agency Technical Advisory Committee welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Committee when this matter is considered. If you wish to speak on a matter that is not on this agenda that is within the subject matter jurisdiction of the Technical Advisory Committee, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

4. BUSINESS ITEMS

4.a. Discussion of Education, Outreach, and Engagement Recommendations to the Facilitation Support Services (FSS) Ad Hoc.

Recommended Action: Discuss and provide recommendations to the Facilitation Support Services (FSS) Ad Hoc committee regarding Task 3 (Tribal Outreach and Coordination) and Task 4 (Public Outreach and Education) under the Sustainable Groundwater Management Act (SGMA) FSS Implementation Services Plan

Attachments:

1. ISP79_Cover_Ukiah (1)
2. ISP79_Ukiah_RecipientCopy

4.b. Discussion and Recommendations to the General Manager and the Ukiah Valley Groundwater Sustainability Agency (UVBGS/GSA) Board Regarding Governance Review and Development of a Joint Powers Agreement and Bylaws Update, Including Guidance Regarding any Necessary Actions as they Relate to the Technical Advisory Committee (TAC) Board Seats, Assignments, or Other Pertinent Items.

Recommended Action: Discussion and recommendations to the General Manager and the Ukiah Valley Groundwater Sustainability Agency (UVBGS/GSA) Board regarding governance review and development of a Joint Powers Agreement (Attachment 1) and Bylaws (Attachment 2) update, including guidance regarding any necessary actions as they relate to the Technical Advisory Committee (TAC) board seats, assignments, or other pertinent items.

Attachments:

1. Ukiah-Valled-Basin-GSA-JPA
2. UVB-Bylaws-adopted-11917

5. PARTNER UPDATES

- 5.a. Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) Staff Updates.
Recommended Action: Receive Staff updates from the General Manager.

6. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the UVBGSA Technical Advisory Committee. Items may be removed from the Consent Calendar upon request of a Commissioner or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the Commissioners on the Consent Calendar will approve and make findings in accordance with Staff recommendations.

- 6.a. Approval of the Minutes for the March 14, 2024, Technical Advisory Committee (TAC) Regular Meeting.

Recommended Action: Approve the Minutes for the March 14, 2024, Technical Advisory Committee (TAC) Meeting.

Attachments:

1. 2024-03-14 TAC Draft Minutes

- 6.b. Approval of the Minutes for the March 5, 2025, Technical Advisory Committee (TAC) Regular Meeting.

Recommended Action: Approve the Minutes for the March 5, 2025, Technical Advisory Committee (TAC) Meeting.

Attachments:

1. 2025-03-05 TAC Draft Minutes

7. FUTURE AGENDA ITEMS AND SET NEXT MEETING DATE

- 7.a. Discussion to Establishing a Regular Meeting Date, Time, and Location.

Recommended Action: To hold meetings on the first Wednesdays of January, May, and October, at 1:00 p.m., in the County of Mendocino conference room B, located at 501 Low Gap Road, Ukiah, CA 95482; or establish another date, time, and place of the member's choosing.

- 7.b. Discussion and Consideration of Future Agenda Items and Scheduling of Next Meeting Date with Meeting to be Held at the County of Mendocino, Conference Room #B, 501 Low Gap Rd., Ukiah, CA 95482, at 1:00 p.m.

Recommended Action: Discuss and get consensus to hold the next regular meeting on October 1, 2025, or another day of the Members' choosing.

8. ADJOURNMENT

Please be advised that the Technical Advisory Committee (TAC) to the Ukiah Valley Basin Groundwater Sustainability Agency (GSA) needs to be notified 24 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. TAC complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the TAC Commissioners after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California; and at 200 S School St., Ukiah, CA 95482; not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, CMC/CPMC
Dated: 5/2/25



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Discussion of Education, Outreach, and Engagement Recommendations to the Facilitation Support Services (FSS) Ad Hoc.

PREPARED BY: Blake Adams, Chief Resiliency Officer

PRESENTER: Elizabeth Salomone, TAC Chair

ATTACHMENTS:

1. ISP79_Cover_Ukiah (1)
2. ISP79_Ukiah_RecipientCopy

Summary: The Department of Water Resources (DWR) is offering Facilitation Support Services (FSS) to assist the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) (Attachment 1), which contributes towards implementing the Sustainable Groundwater Management Act (SGMA). The GSA Board has established an FSS Ad Hoc committee to consider recommendations and advise on the execution of the Implementation Service Plan.

Background: Under DWR Contract No. 46000155545, AM-03 Stantec Consulting Services Inc. (Contractor) provides FSS professional services in nine categories to support DWR's Sustainable Groundwater Management Program. Implementation Service Plan No. 79: Ukiah Valley Basin (1-052) (Attachment 2) authorizes the Contractor to deliver the following services to the UVBGSA:

- Task 1: Strategic Planning
- Task 2: Governance Development
- Task 3: Tribal Outreach & Coordination
- Task 4: Public Outreach & Education
- Task 5: Contract Management

Discussion: The Technical Advisory Committee (TAC) will discuss and proposed recommendations to the FSS Ad Hoc committee regarding Task 3: Tribal Outreach & Coordination, and Task 4: Public Outreach & Education. As for Task 3, the Implementation Service Plan (ISP) states, "Activities provided under this task include support for enhanced outreach with Tribes in the Ukiah Valley region for the purpose of relationship-building and increased opportunities for coordination and/or partnership on groundwater-related activities or projects. As for Task 4, the ISP states, "Activities under this task include facilitation of a workshop for members of the GSA Board and public as well as development of general informational materials to enhance community understanding and engagement with GSA activities."

Recommended Action: Discuss and provide recommendations to the Facilitation Support Services (FSS) Ad Hoc committee regarding Task 3 (Tribal Outreach and Coordination) and Task 4 (Public Outreach and Education) under the Sustainable Groundwater Management Act (SGMA) FSS Implementation Services Plan



CALIFORNIA DEPARTMENT OF WATER RESOURCES

SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

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

March 10, 2025

Elizabeth Salomone
DistrictManager@rrfc.net

Subject: DWR Facilitation Support Services (FSS): Ukiah Valley Basin (1-052)

Dear Ms. Salomone,

The California Department of Water Resources (DWR) is pleased to notify the Ukiah Valley Basin Groundwater Sustainability Agency (GSA) of our approval of your application to the Department's Facilitation Support Services (FSS) Program for the Ukiah Valley Basin (1-052). Attached to this letter is a copy of the FSS scope of work authorized by DWR to assist your agency in the subbasin in facilitation and outreach actions.

Services to be provided to the Ukiah Valley Basin will be provided by Stantec's Senior Facilitator Christy Clark, Facilitator II Marisa Perez-Reyes, and Facilitator II Bridget Lowry, available to DWR via Contract 4600015545, AM-03 (Stantec Consulting Services Inc.). The Team of Facilitators will invoice DWR directly, and not the GSA, for these services. As described in the attached scope, the total labor hours provided for ISP-79 is not to exceed 486 with a period of performance ending by March 31, 2026. As always, please do not hesitate to contact your DWR Regional Coordinator if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Christina Boggs-Chavira".

Christina Boggs-Chavira
Senior Engineering Geologist
Attachment: Implementation Service Plan No. 79 Recipient Copy

SGMA FACILITATION SUPPORT SERVICES IMPLEMENTATION SERVICE PLAN

ISP No. 79: Ukiah Valley Basin (1-052)

Ukiah Valley Basin Groundwater Sustainability Agency

I. PREAMBLE

The Department of Water Resources (DWR) is offering Facilitation Support Services (FSS) to assist Groundwater Sustainability Agencies (GSAs) and local water management groups foster discussions that contribute towards implementing the Sustainable Groundwater Management Act (SGMA).

II. DESCRIPTION OF SERVICES

Under DWR Contract No. 4600015545, AM-03 Stantec Consulting Services Inc. (Contractor) provides FSS professional services in the nine below listed categories in support of DWR's Sustainable Groundwater Management Program.

1. Stakeholder Assessments
2. Governance Development
3. Stakeholder Communication and Engagement Planning and Support
4. Public and Stakeholder Outreach
5. Targeted Outreach to Underrepresented Groundwater Users
6. Tribal Government Outreach and Engagement
7. Meeting Facilitation
8. Intra-Basin and Inter-Basin Coordination Support
9. Interest-Based Negotiation

Implementation Service Plan (ISP) No. 79: Ukiah Valley Basin (1-052) authorizes Contractor to deliver one or more of the services listed above to support the SGMA Program in the Ukiah Valley Basin.

DWR has established a not-to-exceed budget of 486 labor hours and \$1,720.00 for travel and other direct costs to execute the Scope of Work by March 31, 2026, unless amended.

III. BACKGROUND

This ISP responds to an application for professional facilitation support by the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) which acts as the sole GSA and plan manager for the Ukiah Valley Basin Groundwater Sustainability Plan (GSP), which was approved by DWR on July 27, 2023. The UVBGSA is a Joint Powers Agreement (JPA) between the County of Mendocino, City of Ukiah, Mendocino County Russian River Flood Control and Water Conservation Improvement District, and the Upper Russian River Water Agency.

The UVBGSA is governed by a six-member Board of Directors that includes a representative from each of the four member agencies, plus an Agricultural Representative (nominated by the Mendocino Farm Bureau) and Tribal Representative (selected by the six Tribes in the Basin: Redwood Valley Little River Band of Pomo Indians, Pinoleville Pomo Nation, Guidiville Rancheria, Yokayo Tribe of Indians, Coyote Valley Rancheria, and Potter Valley Tribe).

The UVBGSA is supported by a nine-member Technical Advisory Committee (TAC) made up of representatives from each of the four member agencies plus Sonoma County Water Agency, Mendocino County Resource Conservation District, California Land Stewardship Institute, a Tribal Seat, and an Agricultural Seat. The TAC advises the GSA Board on issues of a technical nature, related to the activities of the GSA.

The UVBGSA is currently transitioning GSA Administrator responsibilities from an external consultant to the City of Ukiah. This FSS request is intended to support the transition of GSA administrative responsibilities, clarify roles and responsibilities for operations and management, and help the GSA identify goals, strategies, and tactics to support implementation of the UVBGSP.

An FSS Ad Hoc Committee made up of individuals from the GSA Board and TAC was formed for the purpose of directing and managing the contractor in implementation of the activities outlined in this ISP.

IV. KEY FACILITATION TASKS

Key activities supported by this ISP include completion of a situation assessment and strategic planning document, governance development, Tribal outreach, and public outreach and education.

Task 1. Strategic Planning

March 1, 2025 – June 30, 2025

Activities provided under this task include conduct of a situation assessment (inclusive of interviews) and the subsequent development of a Strategic Plan to characterize key areas of challenge and opportunity for the GSA, and identify and prioritize near- and long-term goals, strategies, and requirements for implementation of the UVBGSP. The task includes:

- **Situation Assessment:**
 - Process Initiation:
 - Project Kick Off Meeting: Includes establishment of a work plan in coordination with FSS Ad Hoc Committee to confirm data needs, goals and objectives; review of draft interview questionnaire and interviewee list; and a detailed implementation schedule. Meeting to be held by webinar.
 - Desktop Review: Includes conduct of a desktop review of existing GSA Board actions and materials to understand recent activities and developments in GSA governance and operations. Desktop review may include a review of recent Board meeting minutes, scope of work for GSA Administrator, and DWR GSP approval letter and corrective actions.

- Interviews: Includes preparation, conduct, and note-taking for up to twelve (12) interviews with GSA Board members, TAC members, and select interested parties to identify key areas of challenge and opportunity for the GSA, and to gather input on major near- and long-term goals and objectives consistent with the UVBGSA's SGMA responsibilities. Interviews may be conducted one-on-one or in small groups.
- Presentation of Findings: Includes compilation of interview results into a PowerPoint presentation to be delivered during a publicly noticed joint meeting of the Board and TAC. The Presentation of Findings is anticipated to highlight key outcomes from the interviews, including a draft shared vision statement and high-level reflections on potential goals, strategies, and tactics for the Strategic Plan.
- **Strategic Plan:**
 - Develop a draft Strategic Plan articulating a shared vision for GSA management and key goals, objectives, and tactics for the UVBGSA through 2030 based on input received from the TAC and Board during the Presentation of Findings.
 - The draft Strategic Plan is anticipated to be shared with the FSS Ad Hoc Committee for review, with comments and feedback to be provided in one document for the contractor to receive and integrate into an updated Strategic Plan.
 - Present the updated Strategic Plan at a publicly noticed Board meeting and facilitate discussion with the Board on the Strategic Plan's relationship to the GSA's priorities and other management activities undertaken by the Board.

Assumptions:

- **Situation Assessment:**
 - Process initiation assumed at 18 hours, including project kick off meeting, desktop review, and preparation of the interview questionnaire. FSS Ad Hoc Committee to provide budget-related documents, the scope of work of the previous GSA Administrator, and other documents identified during the project kick-off meeting.
 - Interview questionnaire assumed at up to two pages.
 - Interviews assumed to take place virtually at 3 hours each, including time for preparation, scheduling, and post-interview follow up. Interview participants are anticipated to be selected by the FSS Ad Hoc Committee.
 - Presentation of Findings assumed to take place in-person during a joint meeting of the Board and TAC and 30 hours of effort, inclusive of preparation and travel for two contractors.
- **Strategic Plan:**
 - Strategic Plan assumed at up to ten pages and 22 hours to develop, including incorporation of feedback from the FSS Ad Hoc Committee.
 - Board presentation and discussion around the Strategic Plan assumed to be virtual, during a regularly scheduled Board meeting. Presentation assumed at 10 hours to develop and deliver by two contractors.

Deliverables:

- Process Initiation Work Plan
- Interview Questionnaire
- Presentation of Findings
- Meeting Summary from Presentation of Findings
- Strategic Plan Presentation
- Updated Strategic Plan

Level of Effort (LOE):

Name	Classification	ISP 79 Hours
Christy Clark	Senior Facilitator	12
Bridget Lowry	Facilitator II	52
Marisa Perez-Reyes	Facilitator II	52

Task 2. Governance Development*March 1, 2025 – March 31, 2026*

Activities provided under this task include support for governance development activities, including operations planning, review of the GSA bylaws, and support for an amendment to the TAC Charter. These activities will be informed by the outcomes of the Situation Assessment and Strategic Plan conducted under Task 1. The task includes:

- **Operations Planning:**
 - With guidance from the FSS Ad Hoc Committee, identify the core functions and activities undertaken by the GSA for SGMA compliance and GSP implementation, including the duties and responsibilities of the GSA Administrator, GSA member agencies, TAC, and Board members. Coordination may also include review of additional background documents or materials (such as the scope of work for the new GSA Administrator) and discussion with the FSS Ad Hoc Committee about gaps and needs for additional support (such as the potential need for a GSA Managers Committee). Memorialize the roles and responsibilities of the GSA member agencies, Board, and TAC in managing GSP implementation activities in a draft Operations Planning Document.
 - The draft Operations Planning Document is anticipated to be shared with the FSS Ad Hoc Committee for review, with comments and feedback to be provided in one document for the contractor to receive and integrate into an updated Operations Planning Document.
 - Present the Operations Planning Document during a publicly noticed Board meeting. Includes support for developing an accompanying Staff Report and PowerPoint presentation.

- **Bylaws Review:**
 - With guidance from the FSS Ad Hoc Committee, review the existing GSA Bylaws and JPA to identify elements that may warrant revision to better reflect changing responsibilities for GSP implementation, inclusive of any changes precipitated by the Strategic and/or Operations Planning processes under this ISP, to ensure consistency and cohesion.
 - Prepare a Bylaws Review Memo documenting potential changes and processes for implementing changes.
 - Present the Bylaws Review Memo at a publicly noticed Board meeting. Includes support for developing an accompanying Staff Report.
- **Technical Advisory Committee (TAC) Charter Amendment:**
 - With guidance from the FSS Ad Hoc Committee, prepare an Amendment to the TAC Charter, reflective of any changing responsibilities under GSP implementation or as a result of the Strategic and/or Operations Planning processes under this ISP.
 - Develop a redline Charter for presentation to the TAC and Board that clearly identifies the suggested changes and revisions.
 - Attend one (1) TAC meeting to introduce the Charter revision process and one (1) Board meeting to present the Amended TAC Charter for adoption. Includes support for developing accompanying Staff Report(s).

Assumptions:

- Operations Planning:
 - Operations Planning Document assumed at up to ten pages and 40 hours of effort, including planning meetings with the FSS Ad Hoc Committee and incorporation of written feedback from the FSS Ad Hoc Committee on the draft Operations Planning Document.
 - Operations Planning Document presentation to the Board assumed to be virtual and 6 hours of effort for preparation of presentation and attendance by one contractor.
- Bylaws Review:
 - Bylaws Review Memo to occur in coordination with Blake Adams, General Manager of the GSA.
 - Bylaws Review memo assumed at up to six pages and 24 hours of effort.
 - Bylaws Review presentation to the Board assumed to be virtual and 6 hours of effort for attendance by one contractor.
- TAC Charter Amendment:
 - Development of Redline Charter assumed at 12 hours of effort.
 - TAC and Board meeting presentations assumed to be virtual and 6 hours each for attendance by one (1) contractor.

Deliverables:

- Operations Planning Document
- Presentation of the Operations Planning Document

- Bylaws Review Memo
- TAC Charter Amendment
- Staff Reports

Level of Effort (LOE):

Name	Classification	ISP 79 Hours
Christy Clark	Senior Facilitator	11
Bridget Lowry	Facilitator II	38
Marisa Perez-Reyes	Facilitator II	51

Task 3. Tribal Outreach and Coordination

March 1, 2025 – March 31, 2026

Activities provided under this task include support for enhanced outreach with Tribes in the Ukiah Valley region for the purpose of relationship-building and increased opportunities for coordination and/or partnership on groundwater related activities or projects. The task includes:

- **Tribal Contact List:**
 - Support the maintenance of an up-to-date Tribal contact list developed under a previous ISP (No. 28) that includes contact information for Council members of the six area Tribes, as well as contact information for their staff who are involved in water or environmental management. The list will be reviewed quarterly with GSA Tribal representatives and updated accordingly (up to three times), as needed.
- **Support for Coordination with Area Tribes:**
 - Support GSA Tribal Representatives in conducting up to eight (8) coordination meetings with interested parties in the six area Tribes to provide information and hold dialogue about upcoming GSA TAC or Board agenda items that may be of potential interest. Meetings may include Tribal Council members and staff, Mendocino Lake Sonoma Tribal Environmental Partnership (MLSTEP) members, North Coast Resource Partnership Tribal representatives, or others. Up to two (2) of these meetings are anticipated to occur in person with the other six (6) taking place virtually. Support includes scheduling, materials development, notetaking, or other facilitation-related needs as identified by Tribal representatives on the TAC and GSA Board.
- **Tribal Workshop:**
 - Includes the facilitation of one (1) in-person workshop focused on Tribal engagement with the GSA. Workshop topics are anticipated to include GSP implementation activities and potential impacts, additional opportunities and methods of engagement with local Tribes, and/or Tribal representation on the GSA Board. Includes the development of a Workshop Facilitation Plan, Agenda, Materials as needed, and a Summary.

- **Tribal Informational Materials:**

- Includes the development of up to six (6) informational materials for the purpose of engaging with Tribes. Informational materials may take the form of newsletters, flyers, factsheets, or other products identified by the FSS Ad Hoc Committee.

Assumptions:

- Tribal Contact List:
 - Tribal Contact List assumed at 12 hours to develop and include support from the GSA Tribal Representatives and FSS Ad Hoc Committee. Quarterly updates to the contact list are assumed at six hours total.
- Support for Coordination with Area Tribes:
 - Coordination is assumed at 3 hours per virtual meeting and 12 hours per in-person meeting, inclusive of scheduling and logistical support, notetaking, materials development, travel (for in person occurrences), and other related tasks. Tribal coordination meetings are assumed to be attended by a GSA Tribal representative and may include the contractor on an as-needed basis.
- Tribal Workshop:
 - Workshop assumed to be in person and 42 hours of effort, for attendance by up to two contractors, inclusive of preparation and travel. Workshop content will be developed in close coordination with GSA Tribal representatives, FSS Ad Hoc Committee, and technical consultants to the GSA, as appropriate.
- Tribal Informational Materials:
 - Each informational material is assumed at up to two pages and 12 hours of effort. Content for informational materials will be developed in close coordination with GSA Tribal representatives, FSS Ad Hoc Committee, and technical consultants to the GSA, as appropriate.
 - Informational materials assumed to be provided to the GSA in electronic format.

Deliverables:

- Tribal Contact List
- Calendar Invitations for Tribal Coordination Meetings and other materials, as relevant
- Workshop Facilitation Plan
- Workshop Agenda
- Workshop Materials, as needed
- Workshop Summary
- Informational Materials

Level of Effort (LOE):

Name	Classification	ISP 79 Hours
Christy Clark	Senior Facilitator	10
Bridget Lowry	Facilitator II	82
Marisa Perez-Reyes	Facilitator II	82

Task 4. Public Outreach and Education

March 1, 2025 – March 31, 2026

Activities provided under this task include facilitation of a workshop for members of the GSA Board and public as well as development of general informational materials to enhance community understanding and engagement with GSA activities.

- **Board and Public Education Workshop:**
 - Includes the facilitation of one (1) in-person workshop for members of the GSA Board and public to support their education and understanding of SGMA compliance, GSA funding needs, and the benefits of GSP projects and management actions. Workshop anticipated to be publicly noticed to allow for public participation and may be scheduled to coincide with a regular Board meeting. Workshop may include special guest speakers to provide subject matter expertise. Activity includes development of Workshop Facilitation Plan, Agenda, materials as needed, and Summary, and travel for up to two contractors to attend in person.
- **Informational Materials:**
 - Includes the development of up to four (4) informational materials such as Newsletters, Flyers, Fact Sheets, or other product identified by the FSS Ad Hoc Committee, for the purpose of enhancing community understanding and engagement with GSA activities, particularly SGMA compliance, GSA funding needs, and projects and management action benefits.

Assumptions:

- **Board and Public Education Workshop:**
 - Workshop assumed to be conducted in person at 36 hours of effort for attendance by up to two contractors. Workshop assumed to be advertised by the GSA through the interested parties database, and materials to be posted online. Workshop content will be developed in close coordination with FSS Ad Hoc Committee or their technical consultants, as appropriate.
- **Informational Materials:**
 - Each informational material is assumed at up to two pages and 10 hours of effort. Content for informational materials will be developed in close coordination with FSS Ad Hoc Committee or technical consultants, as appropriate.
 - Informational materials will be distributed electronically to interested parties and posted on the GSA website.
 - Informational materials assumed to be provided to the GSA in electronic format.

Deliverables:

- Workshop Facilitation Plan
- Workshop Agenda
- Workshop materials, as needed
- Workshop Summary

- Informational Materials

Level of Effort

Name	Classification	ISP 79 Hours
Christy Clark	Senior Facilitator	5
Bridget Lowry	Facilitator II	35
Marisa Perez-Reyes	Facilitator II	36

Task 5. Contract Management

March 1, 2025 – March 31, 2026

Activities anticipated under this task include:

- Prepare and submit monthly progress reports of activities in support of this ISP.
- Submittal of deliverables identified in this ISP.

Deliverables:

- Monthly Progress Report
- Submittal of deliverables identified in this ISP

Level of Effort (LOE):

Name	Classification	ISP 79 Hours
Bridget Lowry	Facilitator II	13
Marisa Perez-Reyes	Facilitator II	7

V. TERM

Work will occur in the period of *March 1, 2025 – March 31, 2026*.

VI. BUDGET ASSUMPTIONS

1. Travel and other direct costs are budgeted at \$1,720.00. Includes five 430-mile driving trips. Travel will be reimbursed at actual costs up to authorized state rates. The facilitator will work with Ukiah Valley Basin GSA to minimize travel and combine with other activities, as appropriate.
2. Ukiah Valley Basin GSA will provide for all other direct expenses including photocopies, meeting rooms, refreshments and other related items.
3. All materials will be transmitted electronically.
4. The ISP Budget Worksheet, Appendix A provides the budgeted cost breakdown for DWR.
5. In the event FSS funding provided through this ISP is used for activities that materially deviate from the authorized scope, the Department reserves the right to immediately suspend continued implementation of this ISP via written notification.

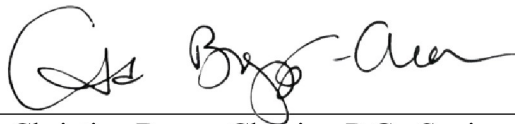
VII. CONTRACTOR STAFFING

Contractor will assign the individuals listed below to perform the professional-level services required in this Project. If for some reason anyone listed is unable or unavailable to perform as planned, any replacements or substitutes will be subject to prior approval by DWR.

Job Classification	Assigned Staff
Senior Facilitator	Christy Clark
Facilitator II	Bridget Lowry
Facilitator II	Marisa Perez-Reyes

VIII. SIGNATURES

Approved by signature.



Christina Boggs-Chavira, P.G., Senior Engineering Geologist, DWR



Gail Eaton, Contractor



Emily Finnegan, Contractor



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Discussion and Recommendations to the General Manager and the Ukiah Valley Groundwater Sustainability Agency (UVBGSA/GSA) Board Regarding Governance Review and Development of a Joint Powers Agreement and Bylaws Update, Including Guidance Regarding any Necessary Actions as they Relate to the Technical Advisory Committee (TAC) Board Seats, Assignments, or Other Pertinent Items.

PREPARED BY: Blake Adams, Chief Resiliency Officer

PRESENTER: Blake Adams, TAC General Manager.

ATTACHMENTS:

1. Ukiah-Valled-Basin-GSA-JPA
2. UVB-Bylaws-adopted-11917

Summary: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) has an opportunity and need to update the established Joint Powers Agreement (JPA) and its Bylaws, as part of governance review and development, to address expected changes in its membership among other items. Staff suggest that the TAC consider making any desired recommendations to both staff (General Manager) and the GSA Board to advise on additional amendments.

Background: At the March 05, 2025, TAC meeting, members discussed potential recommendations to address TAC member seats. This discussion provides another opportunity for members to advise formally as to next steps.

Discussion: Facilitation Support Services Task 2: Governance Development under ISP No. 79, Ukiah Valley Basin (1-052), includes support for governance development activities including operations planning, review of the GSA Bylaws, and support for an amendment to the TAC Charter.

Recommended Action: Discussion and recommendations to the General Manager and the Ukiah Valley Groundwater Sustainability Agency (UVBGSA/GSA) Board regarding governance review and development of a Joint Powers Agreement (Attachment 1) and Bylaws (Attachment 2) update, including guidance regarding any necessary actions as they relate to the Technical Advisory Committee (TAC) board seats, assignments, or other pertinent items.

Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency

This Joint Powers Agreement (“Agreement”) is made and entered into by and among the Russian River Flood Control and Water Conservation Improvement District (“RRFC”), and the Upper Russian River Water Agency, both of which are California special districts, the City of Ukiah, a municipal corporation, and the County of Mendocino, a political subdivision of the State of California, which are together referred to herein individually as “Member” and collectively as “Members,” for the purposes of forming a joint powers agency, to be known as the Ukiah Valley Basin Groundwater Sustainability Agency, to serve as the Groundwater Sustainability Agency in the Ukiah Valley basin.

Recitals

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with Section 4999), Part 5.1 (commencing with Section 5100) and Part 5.2 (commencing with Section 5200) of the California Water Code Section *et seq.*; “SGMA”), duly organized and existing under, and by virtue of, the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Ukiah Valley.

B. SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

C. Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources (“DWR”) in its Bulletin 118 be managed under groundwater sustainability plans, or coordinated groundwater sustainability, plans pursuant to SGMA.

D. The Ukiah Valley basin (designated basin number 1-52 in Bulletin 118; the “Basin”) is designated as a medium-priority basin.

E. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency.

F. The Joint Exercise of Powers Act (Chapter 5 (commencing with § 6500) of Division 7, of Title 1 of the California Government Code; the “Act”), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an Agreement and to exercise additional powers granted under the Act.

G. Based on the foregoing legal authority, the Members desire to create a joint powers agency for the purpose of taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

H. The governing board of each Member has determined it to be in the Member's and in the public's best interest that this Agreement be executed.

Terms of Agreement

Article 1. Definitions

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. "Agency" means the Ukiah Valley Basin Groundwater Sustainability Agency.

1.3. "Agreement" means this joint powers agreement, which creates the Ukiah Valley Basin Groundwater Sustainability Agency.

1.4. "Basin" means the Ukiah Valley basin, as shown on the map attached as Exhibit A, which is incorporated herein by this reference.

1.5. "Board of Directors" or "Board" means the governing body of the Agency as established by Article 7 of this Agreement.

1.6. "Board Member" or "Director" shall mean a member of the Agency's Board of Directors.

1.7. "Committee" shall mean any committee established pursuant to Article Twelve (12) of this Agreement.

1.8. "Effective Date" means the date on which the last Member executes this Agreement.

1.9. "Fiscal Year" means July 1 through June 30.

1.10. "GSA" shall mean a groundwater sustainability agency.

1.11. "GSP" shall mean a groundwater sustainability plan.

1.12. "Member" has the meaning assigned to it in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 6.1 of this Agreement, including any new members, as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

1.13. "Member Director" means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

1.14. "Member's Governing Body" means the board of directors or other voting body that controls the individual public agencies that are Members.

1.15. "RRFC" has the meaning assigned to it in the Preamble of this Agreement.

1.16. "SGMA" has the meaning assigned to it in Recital A.

1.17. "Special Project" means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.18. "Stakeholder Director" means a Director appointed pursuant to Article 6 that represents stakeholder interests.

1.19. "State" means the State of California.

Article 2. Creation of a Separate Entity

2.1. Upon the effective date of this Agreement, Ukiah Valley Basin Groundwater Sustainability Agency ("Agency") is hereby created. Pursuant to the provisions of the Act, the Agency shall be a public agency separate from its members. The principal office shall be provided for in the Bylaws.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit A, attached and incorporated herein by this reference. The boundary shown on Exhibit A is an updated version of the Bulletin 118 boundary, based on the 2005 Larsen and Kelsey Map approved by the Department of Water Resources on January 26, 2017.

Article 3. Term

3.1. This Agreement shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 17.

Article 4. Purpose of the Agency and this Agreement

4.1. The purpose of this Agreement is to create a joint powers agency separate from its Members that will elect to be the GSA for the entire Basin. The purpose of the Agency is to (a) develop, adopt, and implement a GSP for the Basin in order to implement SGMA requirements and achieve the sustainably goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the Ukiah Valley Basin Groundwater Sustainability Plan.

Article 5. Powers of the Agency

5.1. Restrictions on Exercise of Powers. For purposes of Government Code Section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Mendocino, and in the event of the withdrawal of the County of Mendocino as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Ukiah.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power in its own name to exercise any and all common powers of the Members reasonably related to the purposes of the Agency, including but not limited to, the following powers, together with such other powers as are expressly set forth in the Act and SGMA:

5.2.1. To exercise all powers afforded to a GSA pursuant to, and as permitted by, SGMA upon electing in accordance with SGMA to become the GSA for the Ukiah Valley Basin.

5.2.2. To develop, adopt and implement a GSP for the Basin pursuant to SGMA.

5.2.3. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and adoption and implementation of a GSP for the Basin.

5.2.4. To obtain rights, permits and other authorizations for, or pertaining to, implementation of a GSP for the Basin; and to exercise the common powers of the Members, as directed by the Board, in developing and implementing a GSP for the Basin.

5.2.5. To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including, without limitation, environmental review, engineering and design.

5.2.6. To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, advisors, independent contractors, technical specialists and other consultants.

5.2.7. To make and enter into contracts necessary to the full exercise of the Agency's power.

5.2.8. To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.

5.2.9. To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain; and to hold, enjoy, lease, sell, or otherwise dispose of property, including real property, water rights and personal property, necessary for the full exercise of the Agency's powers.

5.2.10. To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including, without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

5.2.11. To incur debts, obligations, and liabilities; to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency, to impose assessments, groundwater extraction fees or other charges, and other means of financing the Agency as authorized by Chapter 8 of SGMA (commencing at Section 10730 of the Water Code).

5.2.12. To apply for, accept, and receive contributions, grants or loans from any public or private agency or individual in the United States, or any department, instrumentality, or agency thereof for the purpose of financing the Agency's activities.

5.2.13. Invest money that is not needed for immediate necessities, as the Board of Directors determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code, as that section now exists, or may hereafter be amended.

5.2.14. Reimburse Board Members for the actual amounts of reasonable and necessary expenses incurred in attending the Agency's meetings or any committee of the Agency in performing the duties of their officer, subject to Board of Directors policy and budget authorization.

5.2.15. To sue and be sued in the Agency's own name; provided that a Member may determine not to contribute to the expenses of litigation initiated by the Agency.

5.2.16. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest; and may employ counsel and other expert assistance for these purposes.

5.2.17. To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including, but not limited to the operation of the Agency and adoption and implementation of a Groundwater Sustainability Plan for the Basin, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.2.18. Employ or retain a full time or part time supporting staff.

5.2.19. To perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

5.3. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

Article 6. Membership

6.1. Initial Members. The initial Members of the Agency shall be the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District, and the Upper Russian River Water Agency.

6.2. New Members. Additional Parties may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SGMA, (b) possesses powers common to all other Members, and (c) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency. Additional Stakeholders Directors may be created by the execution of a written amendment to this Agreement signed by all Members.

Article 7. Agency Board of Directors

7.1. Formation of the Board of Directors. The Agency shall be governed by a Board of Directors (“Board of Directors” or “Board”). The Board shall be composed of six (6) Directors consisting of the following representatives, who shall be appointed in the manner set forth in Section 7:

7.1.1. One (1) representative appointed by the governing board of each Member, who shall be a member of the governing board of the Member (each, a “Member Director”).

7.1.2. Two (2) Stakeholder Directors, one (1) of which shall be representative of agricultural stakeholders and interests within the Basin; and one (1) of which shall be representative of tribal stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications: ¶

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board Members: (1) be a resident of Mendocino County; (2.a) own/ lease real property in active commercial agricultural production overlying the Basin or (2.b) be an employee of a commercial agricultural production operation overlying the basin involved with water use decisions and (3) extract groundwater from the Basin for the irrigation/frost protection of at least fifteen (15) acres of agricultural crops in commercial operation. The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Tribal Stakeholder Director shall be appointed by the six tribes exercising jurisdiction over Indian lands within the Ukiah Valley Basin identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria and the Hopland Reservation.

7.1.3. Relationship of Members. The Upper Russian River Water Agency is a joint powers authority consisting of several water districts within the Ukiah Valley and the RRFC. For purposes of the Agency, the RRFC desires to be a separate member of the Agency with a separate vote, and as such, will not take part in any action or discussion, and shall not vote on any item of the Upper Russian River Water Agency related to the Agency. The abstention of the RRFC from such agenda items of the Upper Russian River Water Agency shall be separately reflected in documents of the Upper Russian River Water Agency. Should the RRFC fail to abstain from taking part in any vote relating to the Agency before the Upper Russian River Water Agency, it shall not be entitled to vote on that matter when it comes before the Agency.

Members of the Upper Russian River Agency are also contemplating the consolidation of all members of the joint powers authority into a single water district. Should such consolidation occur, this JPA shall be amended to reflect the consolidation of members.

7.2. Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member and be appointed by that governing board by Resolution, which Resolution shall be transmitted to the Secretary of the Agency following adoption by the Member.

7.3.2. Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) One (1) stakeholder shall be chosen by the Member Directors to represent agricultural interests within the Ukiah Valley Groundwater Basin. This stakeholder shall meet the qualifications as described in 7.1.2. (a). This stakeholder shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau, but the three (3) nominees need not be a member of the organization. Nominees shall be submitted to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominees at a regular meeting of the Board and shall appoint the Agricultural Stakeholder Director upon simple majority vote of all Member Directors.

(b) Tribal Stakeholder Director. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the six (6) Tribes within the Ukiah Valley. The Member Directors shall confirm the nominee at a regular meeting and shall appoint the Tribal Stakeholder Director upon simple majority vote of all Member Directors.

7.4. Alternate Directors. Each Member may also appoint one (1) Alternate Director to the Board of Directors, and an Alternate Director shall be appointed for each Stakeholder Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 7.3. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. Alternate Board Members have no vote at Board of Director meetings if the Board Member is present. If the Board Member is not present, the Alternate Board Member shall be entitled to participate in all respects as a regular Board Member.

7.5. Terms of Office. The term of office for each member of the Agency's Board of Directors is two (2) years. Each member of the Board of Directors shall serve at the pleasure of the appointing Member and may be removed from the Board of Directors by the appointing members at any time. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed to fill the unexpired term of the previous Board Member, pursuant to Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.6. Removal of Board Members. Board Members and Alternate Board Members shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A Board Member that no longer meets the qualifications set forth in section 7.1 is automatically removed from the Agency Board of Directors. Upon removal of a Board Member, the Alternate Board Member shall serve as a Board Member until a new Board Member is appointed by the Member. Members must submit any changes in Board Member or Alternate Board Member positions to the Secretary in writing and signed by the Member. A Stakeholder Director may be removed or reappointed by a simple majority vote of all Member Directors.

7.7. Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 7.5. For Member Directors, a vacancy shall also occur when he/she is removed by his/her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 7.5. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in Section 7.3, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 7.3. Members shall submit any changes in Director or Alternate Director positions to the Board of Directors or Executive Director by written notice, signed by an authorized representative of the Member. The written notice shall include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

7.8. Adjustment to Composition of the Board of Directors. Should the circumstances change in the future, any person or entity may petition the Members hereto to amend this Agreement so as to add or delete representatives to the Governing Board to accurately reflect groundwater production within the boundaries of the authority.

Article 8. Agency Meetings

8.1. Initial Meeting. The initial meeting of the Agency's Board of Directors shall be called by the County of Mendocino and held in the Mendocino County Board of Supervisors Chambers, 501 Low Gap Road, Ukiah, California within 60 days of the effective date of this Agreement. All Members shall be required to attend the initial meeting.

8.2. Time and Place. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law, for the time and place for holding regular meetings, at least quarterly, and at such other times as determined by the Board of Directors.

8.3. Conduct. All meetings of the Governing Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws.

8.4. Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*).

Article 9. Board of Directors Voting

9.1. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

9.2. Director Votes. Each member of the Board of Directors of the Agency shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the Board of Directors shall require the affirmative vote of a simple majority of all Directors participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The Board of Directors shall strive for consensus of all members on items.

9.3. Voting on Fiscal Items. Fiscal items, approval of the annual budget of the Agency and any expenditures, and any projects shall require an affirmative vote by a majority of the Board of Directors.

Article 10. Officers

10.1. Officers. The Board of Directors shall select a Chairman, Vice-Chairman, Secretary, and any other officers as determined necessary by the Board of Directors.

10.1.1. The Chairman shall preside at all Board Meetings.

10.1.2. The Vice-Chairman shall act in place of the Chairman at meetings should the Chairman be absent.

10.1.3. The Secretary shall keep minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Board of Directors.

10.1.4. All Officers shall be chosen at the first Board of Directors meeting and serve a term for two (2) years. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Agency.

Article 11. Committee Formation

11.1. Internal Committee Formation. There shall be established such internal committees as the Board of Directors shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Agency.

11.2. External Advisory Committee Formation. The Board of Directors may establish, as deemed necessary, one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Ukiah Valley Basin. The Board of Directors shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the Groundwater Sustainability Plan. The Board of Directors will ensure that at least one (1) member from the Board of Directors or Agency employee attends and participates in each advisory committee meeting.

11.3. Technical Advisory Committee. There shall be established a technical advisory committee, the purpose of which shall be to provide advice to the Board of Directors on issues of a technical nature related to the activities of the Agency. The technical advisory committee shall be comprised of at least one (1) representative of each Member; one (1) representative for each of the Agricultural Stakeholders and the Tribal Stakeholders; at least one (1) representative from the Sonoma County Water Agency; and at least one (1) representative from the Mendocino County Resource Conservation District. The technical advisory committee shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between the Agency, the Mendocino County Resource Conservation District, and the Sonoma County Water Agency.

Article 12. Treasurer, Controller, and Legal Counsel

12.1. Treasurer and Controller. The County of Mendocino shall act as Treasurer and Controller for the Agency. The Controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The Controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency, or any authorized representative pursuant to any delegation of Agency adopted by the Agency. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.

12.2. Legal Counsel. The Board of Directors may appoint legal counsel as it deems appropriate.

Article 13. Executive Director

13.1. Appointment. The Board of Directors may hire an Executive Director who shall be compensated for his or her services, as determined by the Board of Directors. The Executive Director may, though need not be, an officer, employee or representative of one of the Members.

13.2. Duties. The Executive Director shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board of Directors for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated in the Bylaws.

13.3. Term and Termination. The Executive Director shall serve until he/she resigns or the Board of Directors terminates his/her appointment.

13.4. Staff. The Executive Director may employ such additional full-time and or part-time employees, assistants, and independent contractors that may be necessary from time to time to accomplish the purposes of the Agency, subject to approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology, human resources and other technical and non-technical staff assistance as may be required. A written Agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that Agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

Article 14. Specific Projects

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Further, to the extent the Project is litigation, the Members who have not entered into the Project Agreement shall not be named or otherwise listed in the pleadings and/or appear on litigation materials.

14.4. Board of Directors Approval. The Board of Directors shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

Article 15. Budget and Expenses

15.1. Budgets. Within ninety (90) days after the first meeting of the Governing Board of the Agency, and thereafter prior to the commencement of each fiscal year, the Board of Directors shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded by a contribution from initial Members in the amount established in the bylaws, which contribution shall be set at an equal dollar amount for initial Members. In subsequent years, the Agency may be funded through additional voluntary contributions by all Members, and as otherwise provided in Chapter 8 of SGMA (commencing with Section 10730 of the Water Code).

Article 16. Liability and Indemnification

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented. Therefore unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code Section 6507, the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

Article 17. Withdrawal and Termination

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Section 5.2.11. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency, or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.4. Disposition of Agency Assets upon Termination.

17.4.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board of Directors.

Article 18. Miscellaneous

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail to the addresses below:

Russian River Flood Control and Water Conservation Improvement District: 151
Laws Avenue, Suite D, Ukiah, CA 95482
County of Mendocino: 501 Low Gap Road, Room 1010, Ukiah, CA 95482
City of Ukiah: 300 Seminary Avenue, Ukiah, CA 95482
Upper Russian River Water Agency: 151 Laws Avenue, Ukiah, CA 95482

18.3. Bylaws. At, or as soon as practicable after the first Board of Directors meeting the Board of Directors shall draft and approve Bylaws of the Agency to govern day-to-day operations of the Agency.

18.4. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.5. Agreement Complete. This Agreement constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior Agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.7. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward three (3) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.8. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.9. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.


18.10. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.11. Other Joint Power Agreements. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power Agreements.

[Signature Pages Below]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

COUNTY OF MENDOCINO

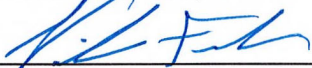
By: 
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: APR 18 2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:


CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy
APR 18 2017

Date: _____

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board


By: 
Deputy

Date: APR 18 2017

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel


By: 
Deputy

Date: 4/18/17

DEPARTMENT FISCAL REVIEW:


DEPARTMENT HEAD

FISCAL REVIEW


Deputy CEO/Fiscal

**INSURANCE REVIEW:
RISK MANAGER**

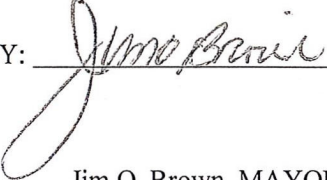

ALAN D. FLORA
RISK MANAGER

**EXECUTIVE REVIEW:
APPROVAL RECOMMENDED**


CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

CITY OF UKIAH


BY: 
Jim O. Brown, MAYOR

5.10.17
Date

BY: 
CITY MANAGER

5-10-17
Date

ATTEST


CITY CLERK

5-10-17
Date

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

Russian River Flood Control and Water Conservation Improvement District

By: William Carson

Date: 4/10/17

William Carson, President

Board of Trustees

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

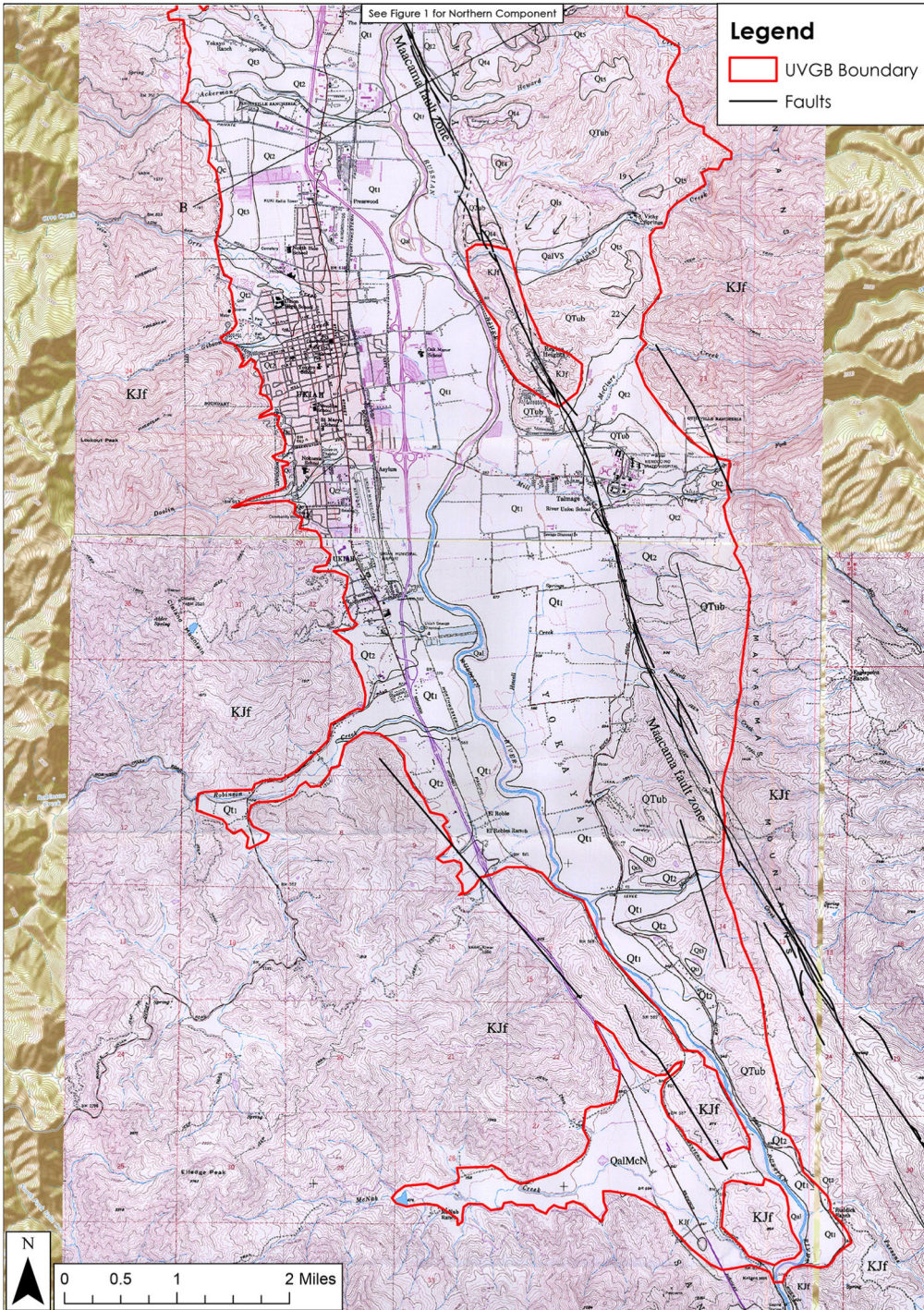
Upper Russian River Water Agency

By: Jerry Cardoza

Date: 4-5-17

Jerry Cardoza, President

Board of Directors



DRAWN	BMW
CHECK	BAV
APPROVED	CJW
DATE	1/10/2017
CAD NO.	7746.09
FIGURE	

Ukiah Valley Groundwater Basin
Initial Groundwater Sustainability Plan
Hydrogeologic Conceptual Model
 Mendocino County Water Agency
 DWR Grant No. 4600011503

NO.	HISTORY/REVISION	BY	CHKD	DATE
1				

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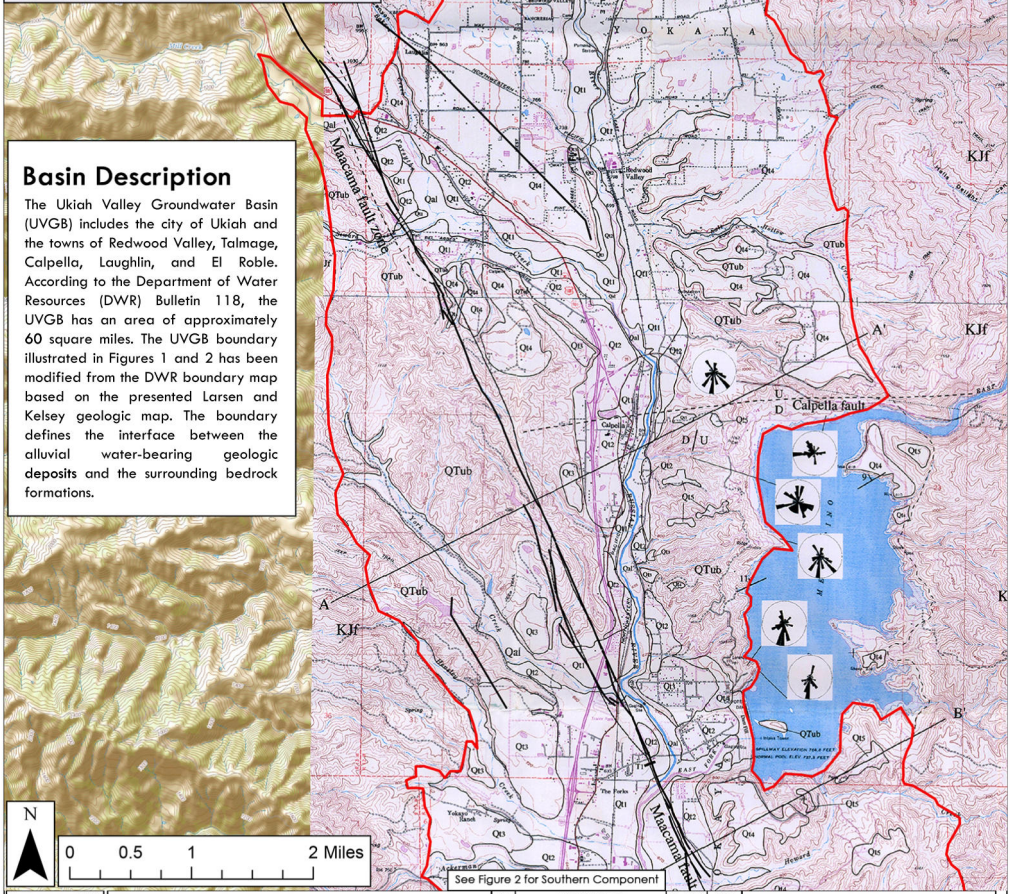
Figure 2

Map Symbols	Description of Geological Units
Qal	Quaternary Alluvium: silt, sand and gravel deposits in modern stream channels
Qls	Landslide
Qc	Colluvium
Qt6	Youngest Strath Terrace: alluvial terraces identified by their geomorphic and topographic expression. 1-3 m thickness of gravel alluvium on top of strath surface
Qt5	Strath terrace: alluvial terraces identified by their geomorphic and topographic expression. 2-4 m thickness of gravel alluvium on top of strath surface
Qt4	Strath terrace: alluvial terraces identified by their geomorphic and topographic expression. 3-5 m thickness of gravel alluvium on top of strath surface
Qt3	Strath terrace: alluvial terraces identified by their geomorphic and topographic expression. 4-7 m thickness of gravel alluvium on top of strath surface
Qt2	Strath terrace: alluvial terraces identified by their geomorphic and topographic expression. 4-7 m thickness of gravel alluvium on top of strath surface
Qt1	Oldest Strath Terrace: more dissected than the younger terraces 4-7 m thickness of gravel alluvium on top of strath surface
KJf	Planated bedrock (KJ) surface with no alluvial cover
QalVS	Vichy Springs: gravel, sand, silt and clay alluvial deposits in isolated valley
QalMcN	McNab Ranch: gravel, sand, silt and clay alluvial deposits in isolated valley
QalCR	Crawford Ranch: gravel, sand, silt and clay alluvial deposits in isolated valley
QalMcD	Mc Dowell Valley: gravel, sand, silt and clay alluvial deposits in isolated valley
QTub	Ukiah Basin deposits: gravel, sand, silt, and clay (Continental deposits of Cardwell (1965))
KJf	Franciscan Formation: sandstone, shale, conglomerate, siltstone, chert, schist, greenstone and serpentine

Legend

UVGB Boundary

Faults



Basin Description

The Ukiah Valley Groundwater Basin (UVGB) includes the city of Ukiah and the towns of Redwood Valley, Talmage, Calpella, Laughlin, and El Roble. According to the Department of Water Resources (DWR) Bulletin 118, the UVGB has an area of approximately 60 square miles. The UVGB boundary illustrated in Figures 1 and 2 has been modified from the DWR boundary map based on the presented Larsen and Kelsey geologic map. The boundary defines the interface between the alluvial water-bearing geologic deposits and the surrounding bedrock formations.

N

0 0.5 1 2 Miles

DRAWN	BMW	Ukiah Valley Groundwater Basin Initial Groundwater Sustainability Plan Hydrogeologic Conceptual Model Mendocino County Water Agency DWR Grant No. 4600011503	NO.	HISTORY/REVISION	BY	CHK.	DATE
CHECK	BAV		1				
APPROVED	CJV						
DATE	1/10/2017						
CD NO.	7746.09						
FIGURE	Figure 1						

See Figure 2 for Southern Component

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UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY



BYLAWS

ADOPTED BY: Board of Directors

ADOPTED: November 9, 2017

These Bylaws are adopted and effective as of November 9, 2017, pursuant to the Joint Powers Agreement of the UKIAH VALLEY BASIN GROUNDATER SUSTAINABILITY AGENCY.

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PREAMBLE

These Bylaws are adopted and effective as of October 12, 2017, pursuant to the Joint Powers Agreement of the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY (Agreement).

ARTICLE 1. THE AGENCY

1.1 NAME OF AGENCY. The name of the Agency created by the Agreement shall be the Ukiah Valley Basin Groundwater Sustainability Agency (Agency).

1.2 OFFICE OF AGENCY. The principal office of the Agency shall be at the Mendocino County Water Agency, 501 Low Gap Road, Room 1010, Ukiah, CA 95482, or at such other location as the Board may designate by resolution.

1.3 POWERS. The powers of the Agency shall be as set forth in Article 5 of the Agreement.

ARTICLE 2. BOARD OF DIRECTORS

2.1 BOARD OF DIRECTORS. The Agency shall be governed by a Board of Directors (Board) as set forth in Article 7 of the Agreement.

2.2 PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS

2.2.1 Appointment. Each Member Agency is responsible for appointing a Board Member and an alternate Board Member, pursuant to its own procedures and authorities. The appointment shall be made by Resolution.

2.2.2 Notification. Each Member Agency shall notify the Agency when it appoints or changes its Board Member and/or alternate Board Member.

2.2.3 Tribal Member. The six (6) Tribes within the Ukiah Valley identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria and the Hopland Reservation, shall submit a letter nominating a Director and Alternative Director. The Board shall confirm the nominee at a regular meeting and shall appoint the Tribal Director upon simple majority vote of all Members.

2.2.4. Agricultural Member. The Agricultural Member shall meet the qualifications as described in 7.1.2(a) of the Agreement. The Members shall be selected from a list of three (3) nominations submitted from the Mendocino County Farm Bureau (MCFB), but the three (3) nominees need not be a member of the organization. The MCFB shall submit a nomination letter and completed applications of all three nominees. The MCFB must use the application approved by the Board of Directions (Appendix A). The Board shall consider the nominees at a regular meeting of the Board and may interview the nominees. The Board shall appoint the Agricultural Member and alternate member upon simple majority vote of all Member Directors.

ARTICLE 3. BOARD MEETINGS

3.1 MEETINGS. The Board shall meet regularly, at least once per quarter on the second Thursday of the first month of the quarter, at 1:30 PM, at Mendocino County Board of Supervisors Chambers, 501 Low Gap Road, Room 1070, Ukiah, CA 95482 and as often as needed. Special meetings of the Board may be called by the Chair or any four directors by written request. Board meetings shall be conducted in compliance with all applicable laws, and as further specified herein. Meeting agendas shall be posted 72 hours before each meeting in compliance with the requirements of the Ralph M. Brown Act.

3.2 QUORUM. In determining a quorum as defined by Section 9.1 of the Agreement, Alternate Directors attending meetings shall not be counted as part of any meeting quorum unless such Alternate Director is formally representing an absent appointed Director.

3.3 ORDER OF BUSINESS. In general, at the regular meetings of the Board, the following will be the order of business:

3.3.1 Call to Order.

3.3.2 Roll Call.

3.3.3 Approval of Minutes of the Previous Meeting.

3.3.4 Public Comment Period

3.3.5 Staff Updates.

3.3.6 Agenda Items, including any appropriate combination of consent items, regular business items, public hearing items or closed session items.

3.3.7 Directors Reports.

3.3.8 Adjournment.

3.4 AGENDA. Members may submit items for the agenda at a minimum of seven (7) days prior to the publication of the agenda for any regular meeting. The agenda shall be published seventy-two (72) hours prior to regular board meeting and twenty-four (24) hours prior to a special board meeting in accordance with the Brown Act. Agenda publication shall conform to all required provisions of the Brown Act. Nothing herein shall prohibit the board from considering any late-submitted or emergency item to the extent permitted by the Brown Act.

3.5 ACTION BY THE BOARD. Action by the Board on all resolutions or ordinances shall be taken using a roll call vote and shall be recorded in writing, signed by the Chair, and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes. The clerk or Chair in an absence of a clerk shall announce the results of the vote including the names of the Directors, if any, voting in the minority.

3.6 RULE OF ORDER. All rules of order not otherwise provided for In these Bylaws or applicable statute, regulation, or other law shall be determined, to the extent practicable, in accordance with "Robert's Rules of Order;" provided, however, that no action of the Board shall be invalidated or its legality otherwise affected by the failure or omission to observe or follow "Robert's Rules of Order."

ARTICLE 4. OFFICERS

4.1 OFFICERS. The Officers of the Agency are the Chair, Vice-Chair, and Secretary, as provided for in Article 10 of the Agreement. All Directors are eligible to serve as an Officer. The Chair and the Vice Chair must be Directors.

4.2 ELECTION OF OFFICERS. At the first meeting of the Board, and every two (2) years hence, nominations for the Officers will be made and seconded by a Director. If more than two Directors are nominated for any one office, voting occurs until a nominee receives a majority of the votes cast. The initial term of the elected Officers shall run from the date of their election to until the Board meeting two years after the election. Thereafter, each Officer shall serve a term of two years. At the expiration of the term, the Officer shall continue to fulfill the responsibilities of their office until such time as a successor is appointed. An Officer may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.

4.3 REMOVAL OF DIRECTORS. Board Members and Alternate Board Members serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. Stakeholder Directors that no longer meet the qualifications set forth in section 7.1 of the JPA will be automatically removed from the Board of Directors. A Stakeholder Director may be removed or reappointed by a simple majority vote of the Board. Upon removal of a Board Member, the Alternate Board Member shall serve as the Board member until a new Board member is appointed.

4.4. REMOVAL OF OFFICERS. Prior to the expiration of their term, an officer may be removed only by a majority vote of the board or as a result of resignation, removal from or replacement on the board of directors, or by operation of law.

4.5 VACANCIES. Any vacancy in the offices because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board. Alternate Directors shall serve as the Board member until a new Board member is appointed. Members shall submit any changes in Director or Alternate Director positions to the Board of Directors or Executive Director by written noticed signed by an authorized representative from the Member. The written noticed must include a Resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

4.6 RESIGNATION OF OFFICERS. Any Officer may resign at any time by giving written notice to the Board Chair or Secretary. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

4.7 RESPONSIBILITIES OF OFFICERS.

4.6.1 Chair of the Board. The Chair of the Board shall preside at meetings of the Board and exercise and perform such other powers and duties as may be assigned to him/her by the Board or prescribed by these Bylaws. The Chair shall have the power to enforce meeting decorum and rules of order. The Chair shall rule on all questions of procedure, unless overruled by the Board.

4.7.2 Vice-Chair of the Board. The Vice-Chair of the Board shall fulfill all the duties of the Chair in his/her absence and exercise and perform such other powers and duties as may be assigned to him/her by the Board.

4.7.3 Secretary. The Secretary shall perform duties assigned by the Board, such duties shall include, but not be limited to, the following:

i. Book of Minutes. Keep or cause to be kept, at the principal executive office of the Agency or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and Committees of the Agency, with the time and place of holding the meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present and absent at such meetings and the proceedings of such meetings. Minutes will be in the form of Action Minutes.

ii. Notices and Other Duties. Prepare, give, or cause to be given, notice of, and agendas for, all meetings and/or hearings of the Board and committees of the Agency.

iii. Exercise and perform such other powers and perform such other duties as may be assigned to him/her by the Board.

ARTICLE 5. BOARD COMMITTEES, WORKING GROUPS, ADVISORY COMMITTEES AND TECHNICAL ADVISORY COMMITTEE

5.1 INTERNAL BOARD COMMITTEES. The Board may establish temporary or permanent Board Committees composed of two (2) Board Members to facilitate conduct of its work. Temporary Board Committees will have a specific charge and operational duration not to exceed six months and are not subject to the Brown Act. All Board Committees will provide regular updates to the full Board about their activities and the progress of their work.

5.2 WORKING GROUPS. Informal working groups may be formed from time to time to provide opportunities for a small subset of Directors to work with staff on specific planning, analytical, or community engagement activities. Such working groups will have a defined area as the focus for its work and may function for up to six months, and may include such membership as needed to accomplish the objectives for which the working group was created, to the extent permitted by law.

5.3 ADVISORY COMMITTEES. Pursuant to Section 11 of the Agreement, the Board may establish one or more advisory committees to assist in carrying out the purposes and objectives of the Agency.

5.3.1 In establishing an Advisory Committee, the Board shall provide specific direction to the Committee as to its charge, expected duration for completion of its charge, and a summary of the resources, including staff or consultant support available to the Committee in performing its work.

5.3.2 Advisory Committee membership and appointments shall be at the Board's discretion based on creating the membership needed to meet the purpose for which the Advisory Committee was created.

5.3.3 The Board will ensure that at least one (1) member from the Board of Directors or Agency employee attends and participates in each advisory committee meeting.

5.3.4 Any advisory committee shall exercise such powers as may be delegated to it, except that no committee may:

- i. Take any final action on matters which, under the Agreement, require approval by a majority vote of the Board;
- ii. Amend or repeal the Bylaws or adopt new Bylaws;
- iii. Amend or repeal any resolution of the Board; or,
- iv. Appoint any other committees of the Board or the members of these committees.

5.3.5 Advisory committees shall meet at the call of their respective committee chairs. All advisory committee meetings shall be conducted in accordance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.). Minutes of committee meetings shall be recorded and upon approval shall be distributed to the Board.

5.4 TECHNICAL ADVISORY COMMITTEE. Pursuant to Section 11 of the Agreement there shall be established a technical advisory committee, the purpose of which shall be to provide advice to the Board on issues of technical nature related to the activities of the Agency.

5.4.1 The technical advisory committee shall be comprised of at least one (1) representative of each Member; one (1) representative for each of the Agricultural Stakeholders and the Tribal Stakeholders; at least one (1) representative from the Sonoma County Water Agency; at least one (1) representative from the Mendocino County Resource Conservation District; and at least one representative from the California Land Stewardship Institute.

5.4.2 The technical advisory committee shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors as requested.

5.4.3 The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between the Agency, the Mendocino County Resource Conservation District, the Sonoma County Water Agency, and the California Land Stewardship Institute.

5.4.3 Additional Members to the technical advisory committee may be added by recommendation of the Board, followed by an amendment of the Memorandum of Understanding signed by all parties.

5.4.4 The Technical Advisory committee shall exercise such powers as may be delegated to it, except that no committee may:

- i. Take any final action on matters which, under the Agreement, require approval by a majority vote of the Board;
- ii. Amend or repeal the Bylaws or adopt new Bylaws;
- iii. Amend or repeal any resolution of the Board; or
- iv. Appoint any other committees of the Board or the members of these committees.

5.4.5 Technical advisory committees may meet at the call of their respective committee chairs. All advisory committee meetings shall be conducted in accordance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.). Minutes of committee meetings shall be recorded and distributed upon approval to the Board.

5.4.6 In the event that a technical advisory committee includes a quorum of the Board of Directors, including alternates, then all meetings of that committee shall be noticed and treated as joint meetings of the technical advisory committee and the Board of Directors.

ARTICLE 6. AGENCY ADMINISTRATION, MANAGEMENT AND STAFFING

6.1 COLLABORATIVE MANAGEMENT. Except for the Agency's Treasurer and Controller functions, Agency administration and management will be determined by resolution of the board. The Agency intends to initially utilize a collaborative staffing model in which the professional and technical staff of the member agencies work together to provide staff leadership, management and administration of the agency. The Board, however, shall have the authority to adopt such staffing solutions as it determines appropriate to meet the Agency's needs and are consistent with the terms of the JPA Agreement.

6.3 TREASURER AND CONTROLLER. The Treasurer shall be the depository and have custody of all the money of the Agency from whatever source, and shall provide strict accountability of Agency funds in accordance with Government Code Sections 6505 and 6505.5. The Treasurer shall possess the powers of, and shall perform those functions required by Government Code Sections 6505, 6505.5, and all other applicable laws and regulations, including any subsequent amendments thereto. The Controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.

6.3.1 Pursuant to Government Code section 6505.5, the Treasurer for the County of Mendocino shall act as Treasurer for the Agency.

6.3.1.1 Treasurer's Duties. Particularly, the Treasurer shall perform, but not be limited to, the following duties:

i. Books of Account. Keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of Agency, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any Director at all reasonable times.

ii. Deposit and Disbursement of Money and Valuables. Consistent with the provisions of Article 12 of the Agreement, deposit all money and other valuables in the name and to the credit of the Agency within such depository funds and accounts as may be designated by the Board; disburse the funds of the Agency as may be ordered by the Board; and render to the Board, whenever requested, an account of all of his/her transactions as Treasurer and of the financial condition of the Agency.

iii. Treasurer Report. On a quarterly basis provide the Directors with a Treasurer's report that includes a summary of revenue and expenditure activity to date for the current fiscal year.

6.3.2 Pursuant to Government Code section 6505.5, the Mendocino County Auditor shall perform the functions of the Controller of the Agency.

6.3.2.1 Independent Audit. The annual independent audit will be conducted or coordinated by the Mendocino County Auditor pursuant to Government Code section 6505(b).

6.4 LEGAL COUNSEL. The Board of Directors may appoint legal counsel as it deems appropriate and may request that Members utilize their counsel on Agency business when requested by the Board.

6.5 STAFFING STRATEGY REVIEW UPON COMPLETION OF THE GROUNDWATER SUSTAINABILITY PLAN. The staffing model for the Agency will be reviewed and revised as needed. In particular, the performance of the collaborative staffing model in meeting the Agency's needs and the proposed role of the Agency in developing the GSA and GSP will be considered when determining the potential future staffing needs of the Agency. Future staffing of the Agency shall be in accordance with Article 13 of the Agreement.

ARTICLE 7. FINANCES

7.1 DEPOSIT AND DISBURSEMENT OF FUNDS. All funds of the Agency shall be deposited in one or more depository accounts as may be designated by the Board. Such accounts shall be independent of any account owned by or exclusively controlled by any of the Members. No disbursements of such funds shall be made unless the disbursements have been approved in the annual operating budget, or otherwise specifically approved by the Board. Disbursements of not more than one thousand dollars

(\$1,000) may be issued pursuant to the Treasurer's sole signature. Disbursements in excess of one thousand dollars (\$1,000) may only be issued upon the signature of the Treasurer and Chair, or in the Chair's absence, the Vice-Chair. The Treasurer may establish and implement a protocol allowing for electronic signatures by the Chair or Vice-Chair in order to facilitate efficient operation of the Agency.

7.2 BUDGET. The Agency shall operate pursuant to an operating budget to be adopted prior to the beginning of each new fiscal year. The Agency shall endeavor to operate each year pursuant to an annual budget so that projected annual expenses do not exceed projected annual revenues. Budget adjustments to the annual budget shall be reviewed and acted upon by the Board at a regularly or specially scheduled Board meeting occurring after January 1 of each calendar year. The Board may take action to amend the budget at other times if circumstances require more immediate action.

7.3 CONTRACTS. The Agency shall utilize the County of Mendocino procurement process for professional services, including use of the County's contract boilerplate, legal review and contract administration. All contracts require approval by the Agency Board of Directors. The contract administration for the Agency will be reviewed and revised as needed.

7.4 AGENCY FUNDING AND CONTRIBUTIONS. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded by a contribution from initial Members in the amount of five thousand dollars (\$5,000). In subsequent years, the Agency may be funded through additional voluntary contributions by all Members, and as otherwise provided in Chapter 8 of SGMA (commencing with Section 10730 of the Water Code).

ARTICLE 8. SPECIAL PROJECTS

8.1 PROJECTS. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

8.2 MEMBER SPECIFIC PROJECTS. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a project that involves less than all the Members

8.2.1 PROJECT AGREEMENT. Prior to undertaking any project or litigation that does not involve all Member Agencies, the Members electing to participate in the project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by written notice in accordance with Section 14.3 of the Agreement. Each Project Agreement shall provide specific terms and conditions in accordance with Section 14.3 of the Agreement.

8.3 BOARD OF DIRECTORS APPROVAL. The Board of Directors shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

ARTICLE 9. DEBTS AND LIABILITIES

The debts, liabilities and obligations of the Agency are not and will not be the debts, liabilities or obligations of any or all of the Members. However, nothing in this Article or in the Agreement prevents, or impairs the ability of, a Member or Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of the Agency, including but not limited to, any bond or other debt instrument issued by the Agency.

ARTICLE 10. RECORDS RETENTION

10.1 MAINTENANCE OF THE AGENCY RECORDS. The Agency will keep:

10.1.1 Adequate and correct books and records of account; and of the Board.

10.1.2 Minutes in written form of the proceedings of its Board, and committees, and advisory committees, if any.

10.1.3 Approved Resolutions and Agreements.

10.1.4 All such records will be kept at the Agency's principal office.

10.2 RECORDS RETENTION POLICY AND SCHEDULE. The Board may review and adopt a Records Retention Policy and Schedule that specifies the retention period of different categories of materials. Implementation of this Policy will be the responsibility of Agency staff if adopted.

10.3 PUBLIC RECORDS ACT REQUESTS. The Agency shall comply with Government Code Section 6250 et seq. known as the California Public Records Act. The Agency may review and adopt a Public Access to Records policy. Implementation of this Policy will be the responsibility of Agency staff if adopted.

ARTICLE 11. ETHICS AND CONFLICTS OF INTEREST

The Agency shall be subject to the conflict of interest rules set forth in the Political Reform Act (commencing with Section 81000 of the Government Code of the State of California) and Sections 1090 et seq. of the Government Code of the State of California, and the Agency shall adopt an ethics policy as well as a conflict of interest code as required and as provided by the implementing regulations of the Political Reform Act.

ARTICLE 12. AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board at its regular or special meeting; provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has previously been given to all members of the Board. Such notice shall identify the Article to be amended, the proposed amendment, and the reason for the proposed amendment.

ARTICLE 13. DEFINITIONS AND CONSTRUCTION

Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement's terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws.



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT:Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS/GSA) Staff Updates.

PREPARED BY: Blake Adams, Chief Resiliency Officer

PRESENTER: Blake Adams, TAC General Manager.

ATTACHMENTS:

None

Summary:Staff will provide updates regarding outcomes and next steps identified during the April Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS/GSA) Board meeting as well as administrative developments including, but not limited to, GSA website updates, GSA admin transition, JPA and Bylaw amendments, and FY 25/26 Budget formulation.

Background:

Discussion:

Recommended Action: Receive Staff updates from the General Manager.



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
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Technical Advisory Committee (TAC)

Draft Meeting Summary

March 14, 2024

1. Call to Order and Roll Call

Chair Salomone called the meeting to order.

TAC Members Present: Elizabeth Salomone (RRFC), Laurel Marcus (CLSI), Stephen Maples, Sonoma Water), Ken Todd (URRWA), Amber Fisette (County of Mendocino), Clint Nelson (Ag), Sean White, City of Ukiah; Javier Silva, Tribal Liaison, and Joe Scriven, newly appointed Mendocino County RCD member.

TAC Members Absent: None

Others Present: Erik Cadaret and Sabrina Marson from West Yost; Audra Bardsley and Laura Foglia of Larry Walker & Associates; Schaelene Rollins (Hansford Economic Consulting; Dominic Gutierrez, DWR; Josie Slovut, Mendocino Water Agency, Jamie Neary, Russian Riverkeeper; Al White and Paula, both members of public.

2. Approval of Agenda

Chair Salomone reviewed the day's agenda and covered the meeting protocol. Member Gaska moved to approve the agenda with no revisions, Member White seconded. None opposed.

3. Public Comment on Items Not on the Agenda

No public comment.

4. Overview of Department of Water Resources (DWR) anticipated improvements and corrective actions for Groundwater Sustainability Plan and potential projects and management actions.

Erik Cadaret provided an overview of the technical merits of DWR's proposed actions to address improvements and corrective actions of the Ukiah Valley Basin Groundwater Sustainability Plan. Anticipated improvements identified in the GSP include: well construction information and well inventory; groundwater elevation; water budget; depletion of interconnected surface water monitoring network; and stream network and hydrologic data. Recommended corrective actions include: updating the water budget; improve characterization of interconnected surface waters; expanded, enhanced monitoring network; interconnected surface water study; and well inventory.

ACTION: Chair Salomone to coordinate a GSP 'action prioritization' meeting with Dominic Gutierrez, DWR and (to be determined) TAC members.

ACTION: Stephen Maples and Laurel Marcus to discuss pump test opportunities.

ACTION: Erik Cadaret to ensure the link to a State Assembly Hearing on SGMA 10-year anniversary is posted on the Ukiah Valley Basin GSA web page as a resource.



ACTION: Chair Salomone to ensure the recent three letters from Mendocino County Farm Bureau addressed to the GSA TAC and/or Board, are posted on the website with this meeting's materials.

5. GSA Partner Project Updates

Various members provided brief updates.

Laurel Marcus presented the City of Ukiah Phase IV expansion and surface water monitoring and Bureau of Reclamation grant project.

ACTION: Laurel Marcus to send information to Chair Salomone and Erik Cadaret about the new project.

6. Water Quality Results from 2023 Sampling

Joe Scriven, TAC Member representing Mendocino County, RCD presented water quality results from the 2023 sampling efforts.

7. Water Year 2023 Annual Report Results

Audra Bardsley of Larry Walker & Associates presented the Water Year 2023 Annual Report results and state of the basin.

8. Consent Items

Member White motioned to approve the minutes from the August 30, 2023 TAC meeting, seconded by Member Gaska.

9. Future Agenda Items

The next TAC meeting will be in August and include the FY 2025 TAC meeting schedule, status of GAS fee along with next steps, and FY 2025 GSA implementation.

10. Adjournment

Chair Salomone adjourned the meeting at 12:30 p.m.

The meeting recording can be found at: https://us02web.zoom.us/rec/share/y4UeXY2AH8aPmeAMm-PfCpHMhqlpcyAGsdqer7WoxE5ePGtu7t-6SyaeYq7_zaVT.rU1fyyEBa8Kxig6X?startTime=1710432947000.



**UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY TECHNICAL ADVISORY COMMITTEE
Regular Meeting
AGENDA**

**County of Mendocino Conference Room B
501 Low Gap Road ♦ Ukiah, CA 95482
Virtual Link: <https://us06web.zoom.us/j/84136430721>**

**March 5, 2025
1:00 p.m.**

1. CALL TO ORDER AND ROLL CALL

The Technical Advisory Committee (TAC) to the Groundwater Sustainability Agency (GSA) met at a Regular Meeting on March 5, 2025, having been legally noticed on February 28, 2025. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/84136430721>. Chair Salomone called the meeting to order at 1:08 p.m. Roll was taken with the following **Members Present:** Amber Fisetto, Adam Gaska, Laurel Marcus, Joe Scriven, Donald Seymour, Sean White, and Beth Salomone. **Member Absent:** Javier Silva **Staff Present:** Blake Adams, General Manager and Kristine Lawler, Clerk.

CHAIR SALOMONE PRESIDING.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

3. APPROVAL OF MINUTES

a. Approval of the Minutes for the December 11, 2024, TAC Meeting.

Motion/Second: Gaska/Marcus to approve the minutes for the December 11, 2024, TAC Meeting, with modifications as discussed. Motion **carried** by the following roll call votes: AYES: Fisetto, Gaska, Marcus, Scriven, Seymour, White, and Salomone. NOES: None. ABSENT: Silva. ABSTAIN: None.

4. NEW BUSINESS

a. Discussion and Adoption Regarding Order of Agenda.

Presenter: Elizabeth Salomone, Chair.

Member Consensus to approve the following agenda order:

1. Call to Order and Roll Call
2. Approve the Agenda
3. Audience Comments on Non-Agenda Items
4. Business Items
5. Partner Updates
6. Consent Calendar
7. Future Agenda Items and Set Next Meeting Date
8. Adjournment

b. Presentation Regarding the United States Bureau of Reclamation (USBR) WaterSmart Grant-funded Ukiah Valley Basin (UVB) Project Entitled, "Creating Long-Term Water Supply Resiliency for Ukiah Valley and Upper Russian River".

Presenter: Laurel Marcus, California Land Stewardship Institute Member Representative.

A PowerPoint presentation was received.

c. Discussion Regarding the Request for Proposal (RFP) Process for Solicitation in Support of the Upper Russian River Groundwater Dependent Ecosystem and Interconnected Surface Water.

Presenter: Blake Adams, General Manager.

Ad hoc, consisting of Vice Chair White and Members Fisette and Gaska, reported out to Committee.

Committee Directives given to Staff:

- Contact West Yost regarding the status of the issuance of the RFP, including comments provided by ad hoc, and report back to ad hoc members, who will advise the full Committee if there are any remaining issues.
- Place an item on the next GSA Board meeting agenda to form a review panel for the incoming proposals.
- Place a comprehensive update for the GSA Board on their next meeting agenda.

5. UNFINISHED BUSINESS

a. Annual Report on Water Year 2024 Ukiah Valley Basin Annual Report and Update on Well-Monitoring Study.

Presenter: Audra Bardsley (She/her), Larry Walker Associates.

A PowerPoint presentation was received.

6. COMMITTEE MEMBER ANNOUNCEMENTS AND REPORTS

Presenters: Chair Salomone, Member Fisette, and Marlayna Bourbonnais Duley, Mendocino County Health Director.

7. SET NEXT MEETING DATE

a. Discussion and Consideration of Future Agenda Items and Scheduling of Next Meeting Date with Meeting to be Held at County of Mendocino Conference Room B at 501 Low Gap Rd., Ukiah, CA 95482, at 1:00 p.m.

Presenter: Chair Salomone

Member Consensus to hold the next meeting on May 7, 2025, at 1:00 p.m., at a location to be determined.

Chair Directive to direct Staff to only print two agendas going forward.

8. ADJOURNMENT

There being no further business, the meeting adjourned at 2:39 p.m.

Kristine Lawler, CMC/CPMC