



# UKIAH VALLEY BASIN GROUNWATER SUSTAINABILITY AGENCY

## Special Meeting **AGENDA**

**County of Mendocino Supervisors Chamber ♦ 501 Low Gap Rd. ♦ Ukiah, CA 95482**

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/86074412428>

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

**August 28, 2025 - 9:00 AM**

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### 1. CALL TO ORDER AND ROLL CALL

### 2. APPROVAL OF AGENDA

### 3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The Groundwater Sustainability Agency (GSA) Board welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Board 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 GSA Board, 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. DISCUSSION AND POSSIBLE ACTION ITEMS

#### 4.a. Facilitation Support Services Ad Hoc Committee Report.

***Recommended Action: Receive Recommendation from the Facilitation Support Services Ad Hoc Committee regarding next steps regarding the Facilitation Support Services (FSS) Implementation Service Plan (ISP) Agreement between California Department of Water and Stantec.***

Attachments:

1. FSS ISP79\_UVBGSA
2. UVBGSA\_Memo\_FSS Ad Hoc\_Recommendation

#### 4.b. Discuss Ukiah Valley Basin Groundwater Sustainability Agency Joint Powers Agreement & Bylaws Update.

***Recommended Action: Receive Board discussion and provide direction on how the Chair and Vice Chair will engage with the General Manager to advise on governance reform priorities and next steps for the Bylaws update under the Facilitation Support Services (FSS) Implementation Service Plan Agreement (ISP) with Stantec.***

Attachments:

1. UVBGSA-JPA
2. UVBGSA-Bylaws

### 5. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the GSA Board. Items may be removed from the Consent Calendar upon request of a Board Member 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 Board Members on the Consent Calendar will approve and make findings in accordance with Staff recommendations.

5.a. Approval of the Minutes for the June 12, 2025, GSA Regular Meeting.

**Recommended Action: Approve the Minutes for the June 12, 2025, GSA Regular Meeting.**

Attachments:

1. 2025-06-12 GSA Draft Minutes

## 6. **STAFF AND PARTNER UPDATES**

6.a. Updates from General Manager

**Recommended Action: Receive updates from the General Manager regarding current activities of the Ukiah Valley Basin Groundwater Sustainability Agency**

Attachments:

1. 2025-08-22 FINAL UVBGSA Agreement with CLSI for Surface Water Monitoring Services
2. 2025-08-22 FINAL UVBGSA Agreement With MCRCD for Groundwater Monitoring Services
3. 2025-08-22 FINAL UVBGSA Agreement with Larry Walker Associates for On-Call Technical Consulting Services
4. UVB DRAFT Balance Sheet 06-25
5. UVB DRAFT Customer Balance Summary 06-25
6. UVB DRAFT P&L YTD 06-25 - Footnotes
7. UVB DRAFT Unpaid Bill 06-25
8. Resolution #25-06 Updating Appointment of Reps to UVBGSA, signed

6.b. Updates from GSA Legal Counsel.

**Recommended Action: Receive updates from General Counsel**

## 7. **FUTURE AGENDA ITEMS AND SET NEXT MEETING DATE**

7.a. Discussion and Consideration of Future Agenda Items and Scheduling of Next Meeting Date with Meeting to be Held at the County of Mendocino, Board of Supervisors Chamber, 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 the scheduled date of November 13, 2025, at 1:00 p.m., or to schedule another day of the Member's choosing.**

## 8. **ADJOURNMENT**

Please be advised that the Ukiah Valley Basin Groundwater Sustainability Agency (GSA) Board 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. The GSA Board 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 GSA Board Members 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 501 Low Gap Rd., Ukiah, CA 95482; not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, CMC  
Dated: 8/25/25



**UKIAH VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

**STAFF REPORT**

**SUBJECT:**Facilitation Support Services Ad Hoc Committee Report.

**PREPARED BY:** Blake Adams, Chief Resiliency Officer

**PRESENTER:** Blake Adams, General Manager  
Elizabeth Salomone, Russian River Flood District Manager & Members of the FSS Ad Hoc Committee

**ATTACHMENTS:**

1. FSS ISP79\_UVBGSA
2. UVBGSA\_Memo\_FSS Ad Hoc\_Recommendation

**Summary:**The Facilitation Support Services Ad Hoc Committee (FSS Ad Hoc) will present final recommendations to the Board to consider directing the General Manager on how to proceed with the Implementation Service Agreement between DWR and Stantec.

**Background:**

The Department of Water Resources (DWR) provides Facilitation Support Services (FSS) to Groundwater Sustainability Agencies (GSAs) to assist with implementing Groundwater Sustainability Plans (GSPs). These services, delivered through third-party providers such as Stantec, are designed to support technical analysis, meeting facilitation, and stakeholder engagement at no direct cost to the GSA.

In 2023, the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) requested FSS to assist with early stages of GSP implementation. In response, DWR proposed an Implementation Service Plan (ISP) with Stantec, outlining a scope of services tailored to the Agency's identified needs (Attachment 1). The ISP is intended to augment the Agency's capacity by providing facilitation, technical coordination, and outreach support.

To review the proposal, the Board established the Facilitation Support Services Ad Hoc Committee (FSS Ad Hoc). The General Manager met with the FSS Ad Hoc to evaluate the draft ISP, discuss priorities, and assess alignment with Agency goals under the Sustainable Groundwater Management Act (SGMA). Following these meetings, the General Manager, at the request of the FSS Ad Hoc, prepared a memorandum (Attachment 2) summarizing its findings and outlining recommended actions for Board consideration.

The memo recommends that, pending Board direction, the General Manager engage directly with Stantec on behalf of the Agency to negotiate and coordinate the implementation of the ISP. This approach is intended to streamline communication, ensure that the scope of work reflects Agency priorities, and position UVBGSA to take full advantage of DWR's facilitation resources.

**Discussion:**

The Board has previously reviewed and approved of the Facilitation Support Services (FSS) Implementation Service Plan (ISP) Agreement proposed by the California Department of Water Resources (DWR) with Stantec, which is intended to provide technical and facilitation support for implementation of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP). Over the past several months, the Facilitation Support Services

Ad Hoc Committee (FSS Ad Hoc) has engaged in detailed discussions with the General Manager to clarify the scope of services, anticipated deliverables, and alignment with the Agency's implementation needs.

The FSS Ad Hoc has now finalized its evaluation and developed recommendations for the Board's consideration. These recommendations address both the substantive elements of the agreement—such as meeting facilitation, stakeholder engagement, and technical support—as well as procedural considerations regarding how the General Manager should proceed in discussions with DWR to ensure the Agency's interests are protected.

Board action at this time will provide direction on whether to move forward with the Implementation Service Agreement in its current form, propose modifications, or defer execution pending further clarification. The discussion will allow the Board to weigh the benefits of engaging Stantec through this DWR-funded agreement against potential concerns regarding scope, capacity, or alignment with other implementation priorities.

The General Manager will rely on the Board's direction to communicate next steps with DWR and Stantec, ensuring that the services ultimately provided support the Agency's statutory responsibilities and long-term sustainability goals.

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**Recommended Action:** Receive Recommendation from the Facilitation Support Services Ad Hoc Committee regarding next steps regarding the Facilitation Support Services (FSS) Implementation Service Plan (ISP) Agreement between California Department of Water and Stantec.

## 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.

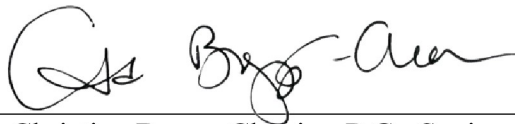
**VII. CONTRACTOR STAFFING**

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.




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




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Gail Eaton, Contractor




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Emily Finnegan, Contractor



**Upper Valley Basin Groundwater Sustainability Agency (UVBGS)**

123 Water Resource Lane • Groundwater City, CA 95482

(707) 555-1234 • www.uvbgsa.ca.gov

**Memorandum**

To: UVBGS Board of Directors, FSS Ad Hoc Committee Members

From: Blake Adams, General Manager

Date: June 24, 2025

Subject: Recommendation on Next Steps for FSS Support from Stantec, Inc.

**Summary:**

On June 24, 2025, the General Manager met with the FSS Ad Hoc Committee to discuss next steps for UVBGS to receive no-cost technical services from Stantec, Inc. These services are being offered on behalf of the California Department of Water Resources (DWR) to support basin sustainability efforts. Currently, there is an application, an award letter, and an Implementation Service Agreement between DWR and Stantec but no signed agreement or scope between those parties and the UVBGS. The group reviewed two potential pathways for proceeding, with broad agreement around a preferred approach. It should be noted that not all members of the Ad Hoc were able to attend but  $\frac{3}{4}$  were present.

**Recommendation:**

The FSS Ad Hoc Committee recommends Option 2 as the most effective path forward:

- The FSS Ad Hoc will continue to meet and work closely with the General Manager to finalize scope, priorities, and timelines for the engagement with Stantec.
- A final set of recommendations and decision points will be presented to the Board at its August regular meeting for formal approval and authorization.
- Following the August Board decision, the FSS Ad Hoc Committee would be stood down, and the General Manager, in accordance with the Board's wishes and with regular consultation of the TAC and existing management contractors, will take the lead on implementation.
- Regular updates will be provided to both the Board and the TAC at every subsequent meeting, including at the August regular meeting of the Board.

While not all FSS Ad Hoc members were present during the June 24 meeting, there was consensus among those attending that Recommendation 2 offers a clear, efficient governance structure and empowers staff to proceed without unnecessary delays.

**Additional Considerations:**

- Concerns were raised by the General Manager regarding the legal mechanism to receive services in the absence of a formal agreement. Legal counsel is currently reviewing whether UVBGSA can proceed under the proposed arrangement. The General Manager with support from KMTG will provide more clarity in due time.
- A final meeting of the FSS Ad Hoc is planned for July to operationalize the scope of work and identify priority needs, taking into account available staff and consultant hours.
- All final actions will remain subject to Board approval, in line with UVBGSA bylaws.

**Conclusion:**

Staff supports the FSS Ad Hoc Committee's preferred approach and recommends that the Board consider and act upon the final recommendations in August. This path ensures accountability, maximizes efficiency, and supports a smooth transition into this new technical assistance phase. The General Manager is open to continued discussions around this topic which can and should take place at our next available opportunity in mid-July.

Respectfully,

Blake Adams  
General Manager, UVBGSA



**UKIAH VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

**STAFF REPORT**

**SUBJECT:** Discuss Ukiah Valley Basin Groundwater Sustainability Agency Joint Powers Agreement & Bylaws Update.

**PREPARED BY:** Blake Adams, Chief Resiliency Officer

**PRESENTER:** Blake Adams, General Manager

**ATTACHMENTS:**

1. UVBGSA-JPA
2. UVBGSA-Bylaws

**Summary:** As part of the Facilitation Support Services Implementation Service Plan (FSS ISP) with the Department of Water Resources (DWR) and Stantec, governance reform - including potential updates to the Joint Powers Agreement (JPA) (Attachment 1) and Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Bylaws (Attachment 2), is an allowable area of support. The Board will discuss areas of recommended focus for the FSS ISP and how the Chair and Vice Chair expect to interact with the General Manager between regular Board meetings in order to guide Stantec's work. The discussion will help prioritize governance reform activities and ensure that facilitation services are used effectively to support a structured Bylaws update process between now and fall 2025.

**Background:**

The Agency's current Bylaws were adopted at the time of formation and provide the framework for Board governance, officer roles, and meeting procedures. As the Agency transitions into the implementation phase of the Groundwater Sustainability Plan (GSP), the Board has identified a need to revisit and potentially update the Bylaws to ensure they reflect current priorities, operational needs, and best practices.

Through the FSS ISP with DWR and Stantec, governance reform activities including JPA and Bylaws updates are eligible services. This presents an opportunity for the Agency to leverage state-supported facilitation resources to conduct a structured and inclusive review process at no direct cost to the Agency.

**Discussion:** The Board will consider how the Chair and Vice Chair will engage with the General Manager between Board meetings and meetings between the General Manager and Stantec, so to advise on governance reform efforts and provide direction on Bylaws updates. Establishing a clear process for this coordination will allow the General Manager to communicate timely and consistent guidance to Stantec, ensuring that facilitation resources are directed toward the Board's highest priorities.

Board input at this time will help clarify expectations, streamline communication, and set the foundation for a focused Bylaws update process to be carried out over the next several months.

**Recommended Action:** Receive Board discussion and provide direction on how the Chair and Vice Chair will engage with the General Manager to advise on governance reform priorities and next steps for the Bylaws update under the Facilitation Support Services (FSS) Implementation Service Plan Agreement (ISP) with Stantec.



## 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: 

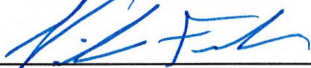
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS

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: \_\_\_\_\_

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:


KATHARINE L. ELLIOTT,  
County Counsel

By:   
Deputy

Date: 4/18/17

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

**DEPARTMENT FISCAL REVIEW:**

  
DEPARTMENT HEAD

**FISCAL REVIEW**

  
Deputy CEO/Fiscal

**INSURANCE REVIEW:  
RISK MANAGER**

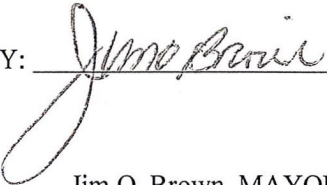
  
**ALAN D. FLORA**  
RISK MANAGER

**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

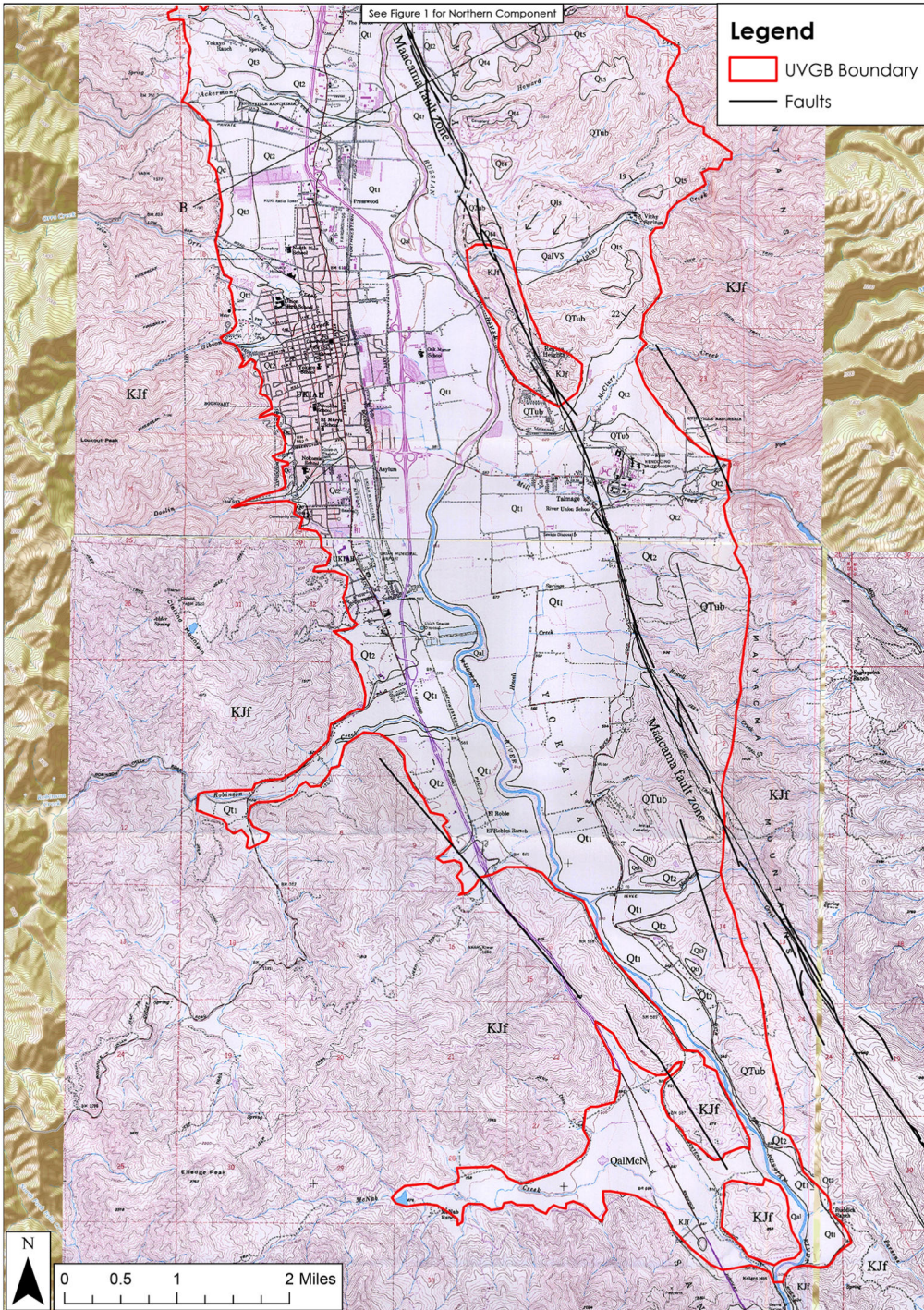
IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

Upper Russian River Water Agency

By: Jerry Cardoza  
Jerry Cardoza, President

Date: 4-5-17

Board of Directors



DRAWN	BMW
CHECK	BAV
APPROVED	CJW
DATE	1/10/2017
CAD FILE	7746.DWG
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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 1-800-312-3054 www.lacoassociates.com

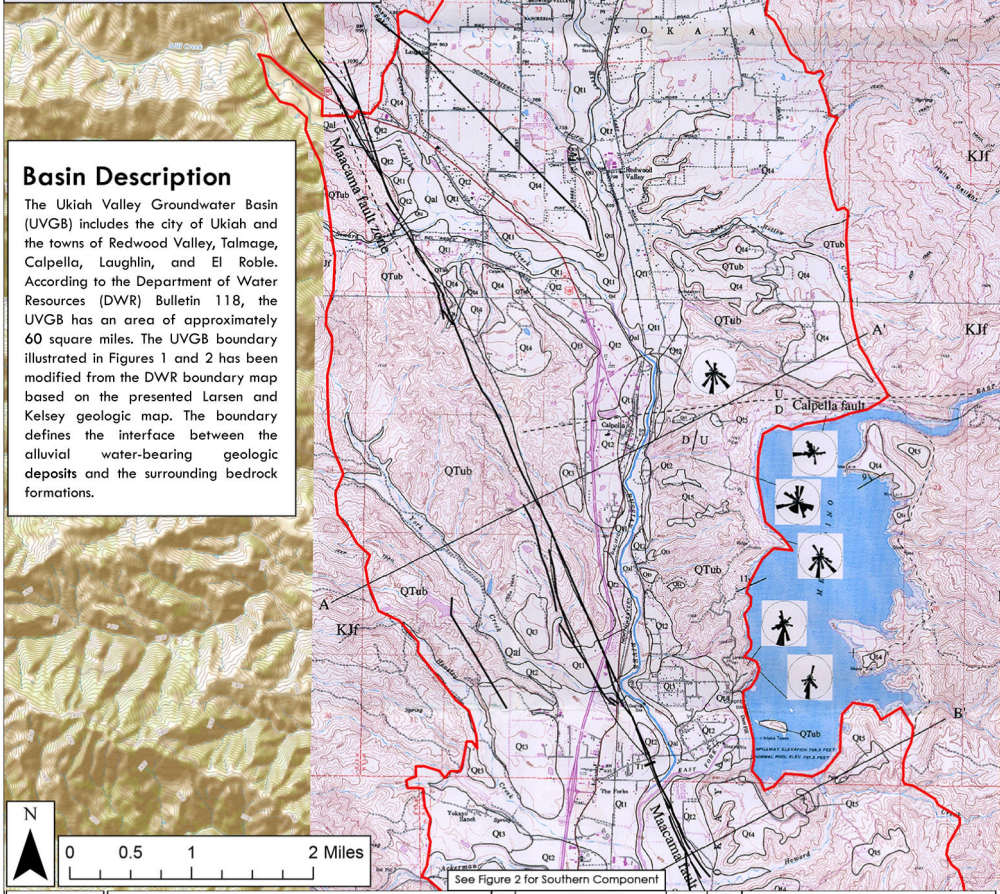
Figure 2

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	Platined 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 serpentinite

**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.



DRAWN	BMW
CHECK	BAV
APPROVED	CJV
DATE	1/10/2017
CD NO.	7746.09
FIGURE	Figure 1

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
1				

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# UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY



## BYLAWS

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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 GROUNDWATER SUSTAINABILITY AGENCY  
Regular Meeting**

**MENDOCINO COUNTY BOARD OF SUPERVISORS CHAMBER  
501 Low Gap Road, Ukiah, CA 95482**

**Virtual Meeting Link: <https://us06web.zoom.us/j/86074412428>**

**Ukiah, CA 95482  
June 12, 2025  
10:00 a.m.**

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**1. CALL TO ORDER AND ROLL CALL**

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) met at a Regular Meeting on June 12, 2025, having been legally noticed on June 6, 2025. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/86074412428>. Chair Cline called the meeting to order at 10:04 a.m. Roll was taken with the following **Directors Present:** Adam Gaska, Ag Representative; John Bailey, Russian River Flood Control (RRFC) District Representative (*Alternate Director for Chris Watt*); Douglas F. Crane; and Madeline Cline. **Directors Absent:** Theresa McNerlin, Upper Russian River Water Agency Representative (URRWA) and Eddie Nevarez, Tribal Representative. **Staff Present:** Blake Adams, GSA General Manager and Kristine Lawler, Ukiah City Clerk.

**Also Present:** Audra Bardsley and Laura Foglia, Lawrence Walker Associates; Dominic Blum-Gutierrez, Department of Water Resources (DWR); Elizabeth Salomone, Russian River Flood Control (RRFC) District; Josie Slovut, Mendocino County Water Agency (MCWA); Ken Todd, Redwood Valley Water District (RVCWD), Jared Walker, Redwood and Millview Water Districts General Manager; Sean White, City of Ukiah Water Resources Director; Amber Fissette, Mendocino County Department of Transportation; Harry Starkey, West Yost; Jonathan Weldon, GSA Legal Counsel.

*CHAIR CLINE PRESIDING.*

*The Pledge of Allegiance was led by Director Gaska.*

**2. APPROVAL OF AGENDA**

**Presenter:** Chair Cline.

**Motion/Second:** Gaska/Bailey to approve the agenda. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

**3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

*No public comments were received.*

**4. DISCUSSION AND POSSIBLE ACTION ITEMS**

**a. Consideration of the Fiscal Year 2025 - 2026 Operating Budget of the Ukiah Valley Basin Groundwater Sustainability Agency.**

**Presenters:** Blake Adams, UVBGSA General Manager and Harry Starkey, West Yost

**Public Comment:** Sean White, City of Ukiah Water Resources Director.

**Motion/Second:** Gaska/Bailey to approve of the Fiscal Year 2025 - 2026 operating budget of the Ukiah Valley Basin Groundwater Sustainability Agency. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

**b. Consideration of a Resolution Adopting Regulatory Fee Changes for Fiscal Year 2025 - 2026.**

**Presenter:** Blake Adams, UVBGSA General Manager.

*No public comment was received.*

**Motion/Second:** Gaska/Bailey to adopt the Resolution (2025-04) adopting regulatory fee changes for Fiscal Year 2025 - 2026. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

**5. CONSENT CALENDAR**

a. Approval of the Minutes for the April 10, 2025, Regular Meeting.

b. ~~Authorize the General Manager to Execute an Amendment to Existing Vendor Agreements with California Land Stewardship Institute (CLSI), Mendocino County Resource Conservation District (MCRCD), West Yost, and Larry Walker & Associates (LWA) Extending the Term Through June 2025, with Minor Changes to Scope and Compensation. Pulled for discussion.~~

**Note:** Board took an earlier vote on the Consent Calendar, however, per direction by legal counsel the following actions and votes were taken/retaken in order to comply with the Brown Act.

*Director Bailey pulled agenda item 5b off the Consent Calendar for Discussion.*

**Motion/Second:** Gaska/Bailey to approve the Consent Calendar item 5a. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

**Motion/Second:** Gaska/Bailey to bring up 5b for discussion and possible action. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

**b. Authorize the General Manager to Execute an Amendment to Existing Vendor Agreements with California Land Stewardship Institute (CLSI), Mendocino County Resource Conservation District (MCRCD), West Yost, and Larry Walker & Associates (LWA) Extending the Term Through June 2025, with Minor Changes to Scope and Compensation.**

**Presenters:** Chair Cline and Director Bailey.

*No public comment received.*

**Motion/Second:** Bailey/Gaska to authorize the extension of the terms of the agreements with California Land Stewardship Institute (CLSI), Mendocino County Resource Conservation District (MCRCD), West Yost, and Larry Walker & Associates (LWA) into the 25/26 Fiscal Year. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

**6. STAFF AND PARTNER UPDATES**

**a. Updates from General Manager.**

**Presenter:** Blake Adams, UVBGSA General Manager.

*No public comment was received.*

*Updates were received.*

**b. Updates from GSA Legal Counsel.**

**Presenter:** Jonathan Weldon, GSA Legal Council - Kronick Moskovitz Tiedmann & Girard (KMTG).

*No public comment was received.*

*Updates were received, including in respect to the disbandment of Upper Russian River Water Agency.*

**7. FUTURE AGENDA ITEMS AND SET NEXT MEETING DATE**

**a. Discussion and Consideration of Future Agenda Items and Scheduling of Next Meeting Date with Meeting to be Held at the County of Mendocino, Board of Supervisors Chamber, 501 Low Gap Rd., Ukiah, CA 95482, at 10:00 a.m.**

**Presenter:** Blake Adams, GSA General Manager.

*No public comment was received.*

**Motion/Second:** Bailey/Gaska to adopt the proposed Fiscal Year 2025 – 2026 meeting schedule of the Ukiah Valley Basin Groundwater Sustainability Agency (shown below) with a 1:00 p.m. start time for the GSA Board meetings (*August 14, 2025; November 13, 2025; March 12, 2026; June 11, 2026*) pending availability of the Chamber. Motion **carried** by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: McNerlin and Nevarez. ABSTAN: None.

FY 25/26	GSA BOARD REGULAR MEETINGS	TECHNICAL ADVISORY COMMITTEE MEETINGS
Q1	Thursday, August 14, 2025	
Q2		Wednesday, October 8, 2025
Q2	Thursday, November 13, 2025	
Q3		Wednesday, February 11, 2026
Q3	Thursday, March 12, 2026	
Q4		Wednesday, May 13, 2026
Q4	Thursday, June 11, 2026	

**8. ADJOURNMENT**

There being no further business, the meeting adjourned at 11:05 a.m.

\_\_\_\_\_  
Madeline Cline, Chair

ATTEST:

\_\_\_\_\_  
Sean White, Secretary

DRAFT



**UKIAH VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

**STAFF REPORT**

**SUBJECT:** Updates from General Manager

**PREPARED BY:** Blake Adams, Chief Resiliency Officer

**PRESENTER:** Blake Adams, General Manager

**ATTACHMENTS:**

1. 2025-08-22 FINAL UVBGSA Agreement with CLSI for Surface Water Monitoring Services
2. 2025-08-22 FINAL UVBGSA Agreement With MCRCDD for Groundwater Monitoring Services
3. 2025-08-22 FINAL UVBGSA Agreement with Larry Walker Associates for On-Call Technical Consulting Services
4. UVB DRAFT Balance Sheet 06-25
5. UVB DRAFT Customer Balance Summary 06-25
6. UVB DRAFT P&L YTD 06-25 - Footnotes
7. UVB DRAFT Unpaid Bill 06-25
8. Resolution #25-06 Updating Appointment of Reps to UVBGSA, signed

**Summary:** The Board will receive updates from the General Manager regarding current activities of the Ukiah Valley Basin Groundwater Sustainability Agency with attention to the following items:

- 1) Vendor Contracts - Status Update (Attachments 1, 2, & 3)
- 2) Presentation of Budget Actuals ( '24-'25 Fiscal Year-End) (Attachment 4, 5, 6, & 7)
- 3) Resolution #25-06 - Russian River Flood Control & Water Conservation Improvement District (Attachment 5)

**Background:** Routine updates from the General Manager are provided to keep the Board informed of administrative, contractual, and financial matters relevant to Agency operations.

**Discussion:** This item allows the Board to receive information and ask clarifying questions; no formal action is requested.

**Recommended Action:** Receive updates from the General Manager regarding current activities of the Ukiah Valley Basin Groundwater Sustainability Agency

UVBGSA AGREEMENT NO. 26-04

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY  
PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA LAND  
STEWARDSHIP INSTITUTE, IN THE AMOUNT OF \$10,073.64 FOR SURFACE  
WATER MONITORING SERVICES**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as “UVBGSA”, and California Land Stewardship Institute, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH**

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and,

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), UVBGSA is in need of surface water monitoring services related to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan; and,

WHEREAS, due to CONSULTANT’s in-depth knowledge of the Ukiah Valley Basin surface water conditions and relationships with local land owners, UVBGSA desires to obtain CONSULTANT for its surface water monitoring services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”) and shall continue through June 30, 2026. The compensation payable to CONSULTANT hereunder shall not exceed Ten Thousand Seventy-Three Dollars and Sixty-Four Cents (\$10,073.64) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**UVBGSA**

By: \_\_\_\_\_  
MADELINE CLINE, Chair  
BOARD OF DIRECTORS

Date: \_\_\_\_\_

**UVBGSA FISCAL REVIEW:**

By: \_\_\_\_\_  
BLAKE ADAMS, General Manager  
UKIAH VALLEY BASIN GSA

Date: \_\_\_\_\_

**UVBGSA INSURANCE REVIEW:**

By: \_\_\_\_\_  
BLAKE ADAMS, General Manager  
UKIAH VALLEY BASIN GSA

Date: \_\_\_\_\_

**UVBGSA LEGAL COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: *H. Roberson*  
HOLLY ROBERSON, Legal Counsel  
UKIAH VALLEY BASIN GSA

Date: August 22, 2025

**CONSULTANT/COMPANY NAME**

By:

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONSULTANT:

California Land Stewardship Institute

550 Gateway Dr, Suite 106

Napa, CA 94558

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

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the UVBGSA in any capacity whatsoever, and UVBGSA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold UVBGSA harmless from any and all liability which UVBGSA may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of UVBGSA.

CONSULTANT does, by this Agreement, agree to perform their said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in their field and that the sole interest of UVBGSA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the UVBGSA.

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the UVBGSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of UVBGSA. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the UVBGSA maintain in force those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from UVBGSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to UVBGSA certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold UVBGSA harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify UVBGSA by telephone. CONSULTANT shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
  - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If UVBGSA overpays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to UVBGSA within 30 calendar days, or at UVBGSA's option, permit UVBGSA to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from UVBGSA for a service, reimbursement for which is later disallowed by UVBGSA, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to UVBGSA upon request, or at its option UVBGSA may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to UVBGSA in a timely manner and consistent with the terms specified in Exhibit B. In no event shall UVBGSA be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the UVBGSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by UVBGSA, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by UVBGSA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants UVBGSA and any assignee of UVBGSA an express royalty – free license to retain and use said Documents and Materials. UVBGSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

UVBGSA's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Email transmission:** When sent by email to the email address of the designated recipient of the party giving notice, notice is effective at the time the email is sent.

Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To UVBGSA:                   UVBGSA  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Email: badams@cityofukiah.com  
Attn: Blake Adams

To CONSULTANT:           California Land Stewardship Institute  
550 Gateway Dr Suite 106  
Napa, CA 94558  
Email: laurelm@fishfriendlyfarming.org  
ATTN: Laurel Marcus

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF UVBGSA PROPERTY: CONSULTANT shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of their obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONSULTANT shall, if requested to so do by UVBGSA, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by UVBGSA, CONSULTANT shall provide UVBGSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with County of Mendocino's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of UVBGSA. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon UVBGSA's request, CONSULTANT shall file copies of same with UVBGSA.
- CONSULTANT represents and warrants to UVBGSA that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to UVBGSA, and shall furnish to UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as UVBGSA may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with UVBGSA requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of UVBGSA, make such books and records available to UVBGSA for inspection at a location within UVBGSA or CONSULTANT shall pay to UVBGSA the reasonable, and necessary costs incurred by UVBGSA in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. UVBGSA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by UVBGSA, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after UVBGSA makes the final or last payment or within four (4) years after any pending issues between UVBGSA and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following UVBGSA's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Surface Water Monitoring Services shall not exceed

\$10,073.64 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If UVBGSA should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) calendar days written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual written agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSA's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the UVBGSA General Manager or his or her written designee shall have the authority to approve subcontractor(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of

them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware (“CONSULTANT PRODUCTS”) to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to UVBGSA, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to UVBGSA under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against UVBGSA relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend UVBGSA pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for UVBGSA the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document. Electronic signatures with docusign, signature equivalent included with PDF editor/reader software, or scanned wet signature copy is acceptable.

34. **COOPERATION WITH UVBGSA**

Contractor shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. UVBGSA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement.

Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with UVBGSA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONSULTANT shall provide the following services:

- Surface Water Monitoring services to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP) as requested by UVBGSA. A more detailed scope of work and proposed budget included as Attachment 1 to Exhibit A.

[END OF DEFINITION OF SERVICES]

**ATTACHMENT 1 TO EXHIBIT A**  
**Streamflow Gage Monitoring**  
**Ukiah Valley Basin Groundwater Sustainability Agency**  
**FY2025/2026 SCOPE OF WORK AND BUDGET**

California Land Stewardship Institute (CLSI) will provide the Ukiah Valley Basin Groundwater Sustainability Agency (GSA) with streamflow gage monitoring and reporting for 2 stream gages identified in the Groundwater Sustainability Plan. CLSI will coordinate as needed with LWA, but the GSA will assure that the dataloggers at each gage are in functional order. CLSI will attend GSA Board and GSA Technical Advisory Committee (TAC) meetings.

**Scope of Work: Streamflow Gage Monitoring and Reporting**

CLSI will conduct streamflow gage monitoring of the Larry Walker Associates (LWA) gages at Forsythe Creek and the West fork of the Russian River. The monitoring will complete four sets of two discharge measurements during FY 2025 wet season.

Activities will include:

Task 1

- Discharge measurements using a pygmy meter, wading rod, and Aquacalc software.
- Data download
- Administration and updates to records/general record-keeping

Task 2

- Data evaluation and preparation of final report

Task 3

- Reporting of observed data to GSA
- Attendance at GSA Board and Technical Advisory Committee meetings
- Assumes two TAC and Board meetings are in person
- Coordination with LWA for streamflow gage maintenance

Deliverables:

1. Biannual reporting of streamflow gage data to GSA
2. Quarterly reports on the progress of the data collection during wet season, if any
3. Attendance at GSA and GSA TAC meetings

**Budget**

UVBGSA Streamflow Gage Monitoring 7/1/25 – 6/30/26					
Task	Task Item	Qty	Unit Type	Rate	Subtotal
1	Discharge Measurements	58	Hours	\$72.00	\$4,176.00
1	Mileage	820.5	Miles	\$0.70	\$574.35
1	Administration	5.1	Hours	\$87.00	\$441.09
2	Data Evaluation and Final Report	20	Hours	\$72.00	\$1,440.00
3	Attend Board and TAC Meetings	33	Hours	\$87.00	\$2,871.00
3	Mileage	816	miles	\$0.70	\$571.20
				Total	\$10,073.64

## **EXHIBIT B**

### **PAYMENT TERMS**

1. CONSULTANT shall be compensated on a time-and-expense basis, not to exceed Ten Thousand Seventy-Three Dollars and Sixty-Four Cents (\$10,073.64). This fee shall not be exceeded without the prior written authorization from the UVBGSA General Manger and approval by the Board.
2. CONSULTANT shall submit invoices no less than quarterly, detailing the specific services provided and clearly explaining any incidental charges.
3. UVBGSA shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. Payments for work completed by CONSULTANT will be made by UVBGSA within 30 days of receipt of CONSULTANT's invoice.

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude UVBGSA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to UVBGSA certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### EPAYABLES INFORMATION

UVBGSA is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County of Mendocino has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY  
PROFESSIONAL SERVICES AGREEMENT WITH MENDOCINO COUNTY  
RESOURCE CONSERVATION DISTRICT, IN THE AMOUNT OF \$35,646.00 FOR  
GROUNDWATER MONITORING SERVICES**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as “UVBGSA”, and Mendocino County Resource Conservation District, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH**

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and,

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), UVBGSA is in need of groundwater monitoring services related to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan; and,

WHEREAS, due to CONSULTANT’s in-depth knowledge of the Ukiah Valley Basin groundwater conditions and relationships with local land owners, UVBGSA desires to obtain CONSULTANT for its groundwater monitoring services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”) and shall continue through June 30, 2026.

The compensation payable to CONSULTANT hereunder shall not exceed Thirty-Five Thousand Six Hundred Forty Six Dollars (\$35,646.00) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**UVBGSA**

By: \_\_\_\_\_  
MADELINE CLINE, Chair  
BOARD OF DIRECTORS

Date: \_\_\_\_\_

**UVBGSA FISCAL REVIEW:**

By: \_\_\_\_\_  
BLAKE ADAMS, General Manager  
UKIAH VALLEY BASIN GSA

Date: \_\_\_\_\_

**CONSULTANT/COMPANY NAME**

By: \_\_\_\_\_  
STEPHANIE GARRABRANT-SIERRA, MCRCD  
Executive Director

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONSULTANT:**

Mendocino County Resource Conservation  
District  
\_\_\_\_\_

115 E. Smith St

Ukiah, CA 95482

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


**UVBGSA INSURANCE REVIEW:**

By: \_\_\_\_\_  
BLAKE ADAMS General Manager  
UKIAH VALLEY BASIN GSA

Date: \_\_\_\_\_

**UVBGSA LEGAL COUNSEL REVIEW:**

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
HOLLY ROBERSON, Legal Counsel  
UKIAH VALLEY BASIN GSA

Date: August 22, 2025

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the UVBGSA in any capacity whatsoever, and UVBGSA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold UVBGSA harmless from any and all liability which UVBGSA may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of UVBGSA.

CONSULTANT does, by this Agreement, agree to perform their said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in their field and that the sole interest of UVBGSA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the UVBGSA.

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the UVBGSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of UVBGSA. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the UVBGSA maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from UVBGSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to UVBGSA certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold UVBGSA harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify UVBGSA by telephone. CONSULTANT shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
  - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If UVBGSA overpays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to UVBGSA within 30 calendar days, or at UVBGSA's option, permit UVBGSA to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from UVBGSA for a service, reimbursement for which is later disallowed by UVBGSA, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to UVBGSA upon request, or at its option UVBGSA may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to UVBGSA in a timely manner and consistent with the terms specified in Exhibit B. In no event shall UVBGSA be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the UVBGSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by UVBGSA, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by UVBGSA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants UVBGSA and any assignee of UVBGSA an express royalty – free license to retain and use said Documents and Materials. UVBGSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

UVBGSA's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Email transmission:** When sent by email to the email address of the designated recipient of the party giving notice, notice is effective at the time the email is sent.

Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To UVBGSA:                   UVBGSA  
340 Lake Mendocino Dr.  
Ukiah, CA 95482  
Email: badams@cityofukiah.com  
Attn: Blake Adams

To CONSULTANT:           Mendocino County Resource Conservation District  
115 E. Smith St. Ukiah Ca 95482  
Email is erin.b@mcrcd.org  
ATTN: Erin Formaker

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF UVBGSA PROPERTY: CONSULTANT shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of their obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONSULTANT shall, if requested to so do by UVBGSA, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by UVBGSA, CONSULTANT shall provide UVBGSA with access to copies of all of its records pertaining or relating to its

employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with County of Mendocino's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of UVBGSA. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon UVBGSA's request, CONSULTANT shall file copies of same with UVBGSA.

CONSULTANT represents and warrants to UVBGSA that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to UVBGSA, and shall furnish to UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as UVBGSA may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with UVBGSA requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of UVBGSA, make such books and records available to UVBGSA for inspection at a location within UVBGSA or CONSULTANT shall pay to UVBGSA the reasonable, and necessary costs incurred by UVBGSA in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. UVBGSA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by UVBGSA, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after UVBGSA makes the final or last payment or within four (4) years after any pending issues between UVBGSA and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following UVBGSA's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Groundwater Monitoring Services shall not exceed \$35,646.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If UVBGSA should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) calendar days written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual written agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSA's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the UVBGSA General Manager or his or her written designee shall have the authority to approve subcontractor(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware (“CONSULTANT PRODUCTS”) to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to UVBGSA, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to UVBGSA under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against UVBGSA relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend UVBGSA pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for UVBGSA the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document. Electronic signatures with docusign, signature equivalent included with PDF editor/reader software, or scanned wet signature copy is acceptable.

34. **COOPERATION WITH UVBGSA**

Contractor shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. UVBGSA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it

being understood that acceptance of Consultant's work by UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with UVBGSA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONSULTANT shall provide the following services:

- Groundwater Monitoring services to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP) as requested by UVBGSA. A more detailed scope of work and proposed budget included as Attachment 1 to Exhibit A.

[END OF DEFINITION OF SERVICES]

**ATTACHMENT 1 TO EXHIBIT A**  
**Groundwater Elevation and Groundwater Quality Monitoring**  
**Ukiah Valley Basin Groundwater Sustainability Agency**  
**FY 25-26 SCOPE OF WORK AND BUDGET**

Mendocino County Resource Conservation District (MCRCD) will provide the Ukiah Valley Basin Groundwater Sustainability Agency (GSA) with groundwater elevation monitoring for 26 wells and groundwater quality sampling for nine wells as identified in the Groundwater Sustainability Plan according to a schedule created for the GSA by consultants Larry Walker Associates (LWA), and reporting associated with all monitoring. MCRCD will also coordinate as needed with LWA and attend GSA and GSA Technical Advisory Committee (TAC) meetings.

**Scope of Work:**

**Task 1: Groundwater Elevation Monitoring and Data Collection for 26 wells:**

MCRCD will collect groundwater elevation monitoring data for nine (9) wells monthly, four (4) wells every other month, and thirteen (13) wells twice per year. The monitoring schedule is detailed in Tables 1 and 2, below.

Activities will include:

- Communication with well owners to arrange visits and answer questions
- Manual groundwater elevation monitoring
- Updates to records/general record-keeping
- Submission of data to the SGMA portal and reporting of data to GSA (monthly data reporting and quarterly reports)
- Attendance at GSA Technical Advisory Committee meetings
- Coordination with consultants regarding the status of wells, telemetry equipment and assistance with equipment problems
- Bookkeeping

Deliverables:

1. Collection and reporting of monthly groundwater elevation data
2. Quarterly reports on the progress of the data collection
3. Attendance at GSA TAC meetings

**Task 2: Groundwater quality sampling for nine (9) wells (UVBGSA-01a,b,c; UVBGSA-06a,b,c,d; UVBGSA-05; and UVBGSA-07): one time only for five constituents (specific conductivity, nitrate, iron, boron, manganese)**

MCRCD will contract Blaine Tech or comparable contractor to collect ten (10) groundwater quality samples for nine (9) wells, one time during the fiscal year. The tenth sample will be collected at the same sampling event and will be a duplicate set for one well as a quality control measure. The wells are identified in Table 1, below.

Activities will include:

- Contracting with Blaine Tech for groundwater quality sampling
- Coordination with landowners for access to wells
- Collection of ten (10) water quality samples at nine (9) wells for nitrate and specific conductivity, including one set of duplicate samples at one well for quality control
- Coordination of sample testing at Alpha Labs or equivalent
- Reporting the results to the GSA
- Coordination with consultants as needed

Deliverables:

1. Results of one-time water quality samples for nitrate, specific conductivity, iron, manganese, and boron from nine wells

**Table 1. Monitoring Schedule for Individual Wells**

<b>UVBGSA Groundwater Elevation and Groundwater Quality Monitoring Schedule FY 25-26</b>			
<b>Well Name</b>	<b>Groundwater Elevation Monitoring Frequency</b>	<b>Groundwater Quality Sampling Frequency</b>	<b>RMP Status</b>
Ukiah Valley-1	Monthly until instrumented, then every other month		RMP
Ukiah Valley-2	Jan, Mar, May, Jul, Sep, Nov		not RMP
Ukiah Valley-3	Jan, Mar, May, Jul, Sep, Nov		not RMP
Ukiah Valley-4	Jan, Mar, May, Jul, Sep, Nov		not RMP
Ukiah Valley-9	Monthly		not RMP
Ukiah Valley-15	Monthly (data from City of Ukiah)		not RMP
Ukiah Valley-16	Monthly		not RMP
Ukiah Valley-17	Monthly		not RMP
Ukiah Valley-18	Monthly		not RMP
Ukiah Valley-25	Monthly		not RMP
Ukiah Valley-26	Mar, Sep		RMP
Ukiah Valley-32	Monthly		RMP
Ukiah Valley-34	Mar, Sep		not RMP
Ukiah Valley-36	Monthly (data from City of Ukiah)		proposed RMP
Ukiah Valley-37	Monthly (data from City of Ukiah)		not RMP
Ukiah Valley-10a	Mar, Sep (data from CA Land Stewardship Institute)		RMP
UVBGSA-01a	Mar, Sep	once a year	not RMP
UVBGSA-01b	Mar, Sep	once a year	not RMP
UVBGSA-01c	Mar, Sep	once a year	not RMP
UVBGSA-02	Mar, Sep		not RMP
UVBGSA-05	Mar, Sep	once a year	not RMP
UVBGSA-06a	Mar, Sep	once a year	not RMP
UVBGSA-06b	Mar, Sep	once a year	not RMP
UVBGSA-06c	Mar, Sep	once a year	not RMP
UVBGSA-06d	Mar, Sep	once a year	not RMP
UVBGSA-07	Mar, Sep	once a year	not RMP

**Table 2. Monitoring Schedule by Month**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number of Monthly Wells	9	9	9	9	9	9	9	9	9	9	9	9
# of wells every other month	4		4		4		4		4		4	
# of biannual wells			13						13			
Total wells each month	13	9	26	9	13	9	13	9	26	9	13	9
Field hours allocated per person	3.5	3.5	8	3.5	4.5	3.5	4.5	3.5	8	3.5	4.5	3.5

## **EXHIBIT B**

### **PAYMENT TERMS**

1. CONSULTANT shall be compensated on a time-and-expense basis, not to exceed Thirty-Five Thousand Six Hundred Forty-Six Dollars (\$35,646.00). This fee shall not be exceeded without the prior written authorization from the UVBGSA General Manger and approval by the Board.
2. CONSULTANT shall submit invoices no less than quarterly, detailing the specific services provided and clearly explaining any incidental charges.
3. UVBGSA shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. Payments for work completed by CONSULTANT will be made by UVBGSA within 30 days of receipt of CONSULTANT's invoice.

[END OF PAYMENT TERMS]

## ATTACHMENT 1 TO EXHIBIT B

UVBGSA Groundwater Elevation Monitoring 7/1/25-6/30/26				
Task 1: Groundwater Elevation Monitoring for 26 wells: 13 monthly, 13 twice per year				
	Qty	Unit Type	Rate	Amt
Communication with well owners	12	hours	\$ 115.00	\$ 1,380.00
Monitoring (2 people in the field)	108	hours	\$ 115.00	\$ 12,420.00
Updating records	30	hours	\$ 115.00	\$ 3,450.00
Reporting: monthly data and quarterly reports	30	hours	\$ 115.00	\$ 3,450.00
GSA TAC Meetings	8	hours	\$ 115.00	\$ 920.00
Coordination with consultants and GSA	18	hours	\$ 115.00	\$ 2,070.00
Bookkeeping	12	hours	\$ 115.00	\$ 1,380.00
Mileage (50 miles/monitoring event x 12 months)	720	miles	\$ 0.70	\$ 504.00
Supplies: replacement water level meter, alcohol, gloves	1	lump sum	\$ 700.00	\$ 700.00
<b>Subtotal Task 1 Groundwater Elevation Monitoring</b>				<b>\$ 26,274.00</b>
Task 2: Groundwater quality sampling for nine (9) wells (UVBGSA-01a,b,c; UVBGSA-06a,b,c,d; UVBGSA-05; and UVBGSA-07): one time only; five constituents (Sp conductivity, nitrate, iron, boron, manganese)				
	Qty	Unit Type	Rate	Amt
Project management (contracting, reporting and record-keeping, landowner/consultant coordination)	18	hours	\$ 115.00	\$ 2,070.00
Contractor: water quality sampling	1	lump sum	\$ 4,500.00	\$ 4,500.00
Alpha Labs analyses (2024 prices: \$276 each per well, plus one duplicate for quality control)*	10	lump sum	\$ 276.00	\$ 2,760.00
Mileage	60	miles	\$ 0.70	\$ 42.00
<b>Subtotal Task 2 Water Quality Sampling Monitoring</b>				<b>\$ 9,372.00</b>
<b>TOTAL</b>				<b>\$ 35,646.00</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude UVBGSA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to UVBGSA certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### EPAYABLES INFORMATION

UVBGSA is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County of Mendocino has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

UVBGSA AGREEMENT NO. 26-02**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY  
PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES, IN  
THE AMOUNT OF \$75,000 FOR ON-CALL TECHNICAL CONSULTING SERVICES**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as “UVBGSA”, and Larry Walker Associates, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH**

WHEREAS, pursuant to Article 5 Section 5.2.7 of the Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater Sustainability Agency, UVBGSA shall have the power to make and enter into contracts necessary to the full exercise of the Agency’s power; and,

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), UVBGSA is in need of on-call technical consulting services related to implementation of the Ukiah Valley Basin Groundwater Sustainability Plan; and,

WHEREAS, due to CONSULTANT’s in-depth knowledge of the Ukiah Valley Basin, UVBGSA desires to obtain CONSULTANT for its on-call technical consulting services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to UVBGSA.

NOW, THEREFORE it is agreed that UVBGSA does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”) and shall continue through June 30, 2026.

The compensation payable to CONSULTANT hereunder shall not exceed Seventy-Five Thousand Dollars (\$75,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**UVBGSA**

By: \_\_\_\_\_

MADELINE CLINE, Chair  
BOARD OF DIRECTORS

Date: \_\_\_\_\_

**UVBGSA FISCAL REVIEW:**

By: \_\_\_\_\_

BLAKE ADAMS, General Manager  
UKIAH VALLEY BASIN GSA

Date: \_\_\_\_\_

**UVBGSA INSURANCE REVIEW:**

By: \_\_\_\_\_

BLAKE ADAMS, General Manager  
UKIAH VALLEY BASIN GSA

Date: \_\_\_\_\_

**UVBGSA LEGAL COUNSEL REVIEW:**

APPROVED AS TO FORM:



By: \_\_\_\_\_

HOLLY ROBERSON, Legal Counsel  
UKIAH VALLEY BASIN GSA

Date: August 22, 2025  
\_\_\_\_\_

**CONSULTANT/COMPANY NAME**

By: \_\_\_\_\_

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONSULTANT:

Larry Walker Associates  
\_\_\_\_\_

1480 Drew Avenue, Suite 100  
\_\_\_\_\_

Davis, CA 95618  
\_\_\_\_\_

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

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the UVBGSA in any capacity whatsoever, and UVBGSA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold UVBGSA harmless from any and all liability which UVBGSA may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of UVBGSA.

CONSULTANT does, by this Agreement, agree to perform their said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in their field and that the sole interest of UVBGSA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the UVBGSA.

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the UVBGSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to the extent occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of UVBGSA. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the UVBGSA maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from UVBGSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to UVBGSA certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold UVBGSA harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify UVBGSA by telephone. CONSULTANT shall promptly submit to UVBGSA a written report, in such form as may be required by UVBGSA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of UVBGSA's equipment, tools, material, or staff were involved.
  - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the UVBGSA the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If UVBGSA over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to UVBGSA within 30 calendar days, or at UVBGSA's option, permit UVBGSA to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from UVBGSA for a service, reimbursement for which is later disallowed by UVBGSA, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to UVBGSA upon request, or at its option UVBGSA may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to UVBGSA in a timely manner and consistent with the terms specified in Exhibit B. In no event shall UVBGSA be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the UVBGSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by UVBGSA, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by UVBGSA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants UVBGSA and any assignee of UVBGSA an express royalty – free license to retain and use said Documents and Materials. UVBGSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

UVBGSA's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Email transmission:** When sent by email to the email address of the designated recipient of the party giving notice, notice is effective at the time the email is sent.

Any notice given by email shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To UVBGSA: UVBGSA  
340 Lake Mendocino Dr.  
Ukiah, CA 95482  
Email: badams@cityofukiah.com  
Attn: Blake Adams

To CONSULTANT: Larry Walker Associates  
1480 Drew Avenue, Suite 100  
Davis, CA 95618  
Emails:  
lauraf@lwa.com;  
audrab@lwa.com  
ATTN: Laura Foglia

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF UVBGSA PROPERTY: CONSULTANT shall not use UVBGSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of their obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONSULTANT shall, if requested to so do by UVBGSA, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by UVBGSA, CONSULTANT shall provide UVBGSA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with County of Mendocino's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of UVBGSA. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon UVBGSA's request, CONSULTANT shall file copies of same with UVBGSA.

CONSULTANT represents and warrants to UVBGSA that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to UVBGSA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to UVBGSA, and shall furnish to UVBGSA, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as UVBGSA may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with UVBGSA requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of UVBGSA, make such books and records available to UVBGSA for inspection at a location within UVBGSA or CONSULTANT shall pay to UVBGSA the reasonable, and necessary costs incurred by UVBGSA in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. UVBGSA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by UVBGSA, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after UVBGSA makes the final or last payment or within four (4) years after any pending issues between UVBGSA and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following UVBGSA's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its On-Call Technical Services shall not exceed \$75,000

payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If UVBGSA should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) calendar days written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual written agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSA's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the UVBGSA General Manager or his or her written designee shall have the authority to approve subcontractor(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, including the quality of the work of the subcontractors, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
  - d. The UVBGSA recognizes that Will Lewis Consulting, LLC, which is owned and operated by Will Lewis, is a subconsultant to the CONSULTANT and is considered for the purposes of this agreement an employee of the CONSULTANT and therefore, the CONSULTANT may delegate work assigned by the UVBGSA to CONSULTANT to Will Lewis Consulting, LLC as the CONSULTANT deems appropriate. This contract modification constitutes prior written approval from the UVBGSA for Will Lewis only.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2),

Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to UVBGSA, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to UVBGSA under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against UVBGSA relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend UVBGSA pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for UVBGSA the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document. Electronic signatures with docusign, signature equivalent included with PDF editor/reader software, or scanned wet signature copy is acceptable.

34. COOPERATION WITH UVBGSA

Contractor shall cooperate with UVBGSA and UVBGSA staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. UVBGSA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by UVBGSA shall not operate as a waiver or release. If UVBGSA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, UVBGSA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with UVBGSA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

The LWA on call scope of work includes, but is not limited to, the following tasks:

- Task 1: Attendance (Virtual) of Board and TAC meetings to provide technical guidance
- Task 2: Preparation of the WY 2025 Annual Report
- Task 3: Technical support: supervise data collection, support the GSA with data reporting to DWR, coordinate data collection effort with CLSI and MCRCD
- Task 4: As-needed technical Support: Other GSP related technical support as requested by the UVBGSA General Manager in writing
- On-Call technical consulting services will be requested in writing by the UVBGSA general manager on a task-by-task basis. Services will be billed in accordance with Exhibit B.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

1. CONSULTANT shall be compensated on a time-and-expense basis, not to exceed Seventy-Five Thousand Dollar (\$75,000) and the CONSULTANT will charge the UVBGSA in accordance with the allocated budget to each task and rate schedule in Attachment 1 to Exhibit B. This fee shall not be exceeded without the prior written authorization from the UVBGSA General Manger and approval by the Board.
2. CONSULTANT shall submit invoices no less than quarterly, detailing the specific services provided and clearly explaining any incidental charges.
3. UVBGSA shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. Payments for work completed by CONSULTANT will be made by UVBGSA within 30 days of receipt of CONSULTANT's invoice.

[END OF PAYMENT TERMS]



LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2025 - June 30, 2026

TITLE	HOURLY RATE	REIMBURSABLE COSTS	
Administrative	\$82	<b>Travel</b>	
Contract Manager	\$155	Local Mileage	Current IRS Rate
AR/AP Manager	\$155	Auto Rental	Actual Expense
Graphic Designer	\$142	Room	Actual Expense
Project Engineer/Scientist I-C	\$150	Subsistence and Per Diem Meals <sup>(1)</sup>	Current GSA Rate
Project Engineer/Scientist I-B	\$176	Breakfast	Current GSA Rate
Project Engineer/Scientist I-A	\$202	Lunch	Current GSA Rate
Project Engineer/Scientist II-B	\$221	Dinner	Current GSA Rate
Project Engineer/Scientist II-A	\$248	Incidentals	Current GSA Rate
Senior I	\$269	<b>Report Reproduction and Copying</b>	
Senior II	\$289	Per Color Copy, In-House	\$0.89
Associate I	\$304	Per Black and White Copy, In-House	\$0.08
Associate II	\$324	Per Binding, In-House	\$1.95
Vice President	\$342	Special Postage and Express Mail	Actual Expense
Executive Vice President	\$357	Third-Party Material Preparation	Actual Expense
Senior Executive	\$368	Other Direct Costs	Actual Expense
President	\$368	<b>Daily Equipment Rental Rates (Daily Rate)</b>	
		Single Parameter Meters & Equipment	\$30.00
		Digital Flow Meter	\$60.00
		Multi-Parameter Field Meters & Sondes	\$100.00
		RTK-GPS, River Surveyor, Tracer Study Equipment	\$250.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle and All Equipment)	\$200.00
		<b>Subcontractors</b>	Actual Expense Plus 10% Fee

March 2025

**Attachment 1 to Exhibit B**

Task	Budget
<b>GSP Implementation</b>	<b>\$ 75,000</b>
Meetings attendance and preparation (Board and TAC)	\$ 15,000
Annual Reporting	\$ 25,000
Technical Support	\$ 25,000
As-needed Technical Support	\$ 10,000

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude UVBGSA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to UVBGSA certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### EPAYABLES INFORMATION

UVBGSA is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County of Mendocino has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

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## Ukiah Valley Basin Groundwater Sustainability Agency

08/22/25

**Balance Sheet**

Accrual Basis

As of June 30, 2025

	<u>Jun 30, 25</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bank Account - County	305,441.87
Total Checking/Savings	305,441.87
Accounts Receivable	
Accounts Receivable	35,102.81
Total Accounts Receivable	35,102.81
Total Current Assets	340,544.68
<b>TOTAL ASSETS</b>	<b><u>340,544.68</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Opening Balance Equity	5,315.31
Unrestricted Net Assets	84,259.40
Net Income	250,969.97
Total Equity	340,544.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>340,544.68</u></b>

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08/22/25

## Ukiah Valley Basin Groundwater Sustainability Agency Customer Balance Summary

As of June 30, 2025

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	Jun 30, 25
_PROPERTY TAX ASSESSMENTS	33,268.34
CALTRANS	86.63
COAST RAILROAD AUTHO NORTH	50.06
COUNTY OF MENDOCINO	360.65
LAKE VIEW MUTUAL WATER COMPANY	364.79
MARK HELLER	25.91
MENDOCINO COUNTY OFFICE OF EDUCATION	81.53
NELSON CHRISTOPHER C TTEE	67.06
REDWOOD EMPIRE FAIR	226.48
SHAW FAMILY PARTNERSHIP	32.63
STATE OF CALIFORNIA	20.84
VICHY SPRINGS COMMUNITY HO	55.64
VICHY SPRINGS UNIT 2 HOMEO	46.03
YOKAYO TRIBE OF INDIANS	416.22
<b>TOTAL</b>	<b>35,102.81</b>

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**Ukiah Valley Basin Groundwater Sustainability Agency**  
**Profit & Loss Budget vs. Actual**  
**July 2024 through June 2025**

	<u>Jul '24 - Jun 25</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Bad Debt	\$ (1,681.67)	\$ (15,990.00)	10.52%
Fiscal Year-End Reserve	\$ -	\$ 89,574.71	0.0%
Grants	\$ 3,127.50	\$ 214,615.00	1.46%
<b>GSA Fee Revenue</b>			
Direct Billing - PWS	\$ 155,286.61		
Direct Billing - TE	\$ 9,321.54		
Penalties and Interest	\$ 253.01		
Property Tax Roll	\$ 467,739.22		
GSA Fee Revenue - Other	\$ -	\$ 600,000.00	0.0%
<b>Total GSA Fee Revenue</b>	<u>\$ 632,606.38</u>	<u>\$ 600,000.00</u>	<u>105.43%</u>
<b>Total Income</b>	<u>\$ 634,046.21</u>	<u>\$ 888,199.71</u>	<u>71.39%</u>
<b>Gross Profit</b>	\$ 634,046.21	\$ 888,199.71	71.39%
<b>Expense</b>			
<b>GSA Admin</b>			
Admin Staff Transition	\$ 14,306.25	\$ 15,000.00	95.38%
Board & TAC Meetings	\$ 38,153.75	\$ 45,665.00	83.55%
County Administration	\$ 19,530.86	\$ 5,200.00	375.59%
County Fee Costs	\$ 8,655.79	\$ 12,000.00	72.13%
Fee Program Admin	\$ 16,172.00	\$ 16,800.00	96.26%
Insurance	\$ 2,492.00	\$ 2,600.00	95.85%
Legal	\$ 36,018.84	\$ 43,250.00	83.28%
<b>Total GSA Admin</b>	<u>\$ 135,329.49</u>	<u>\$ 140,515.00</u>	<u>96.31%</u>
<b>GSA Admin - PMA</b>			
Contracts/Fiscal Management	\$ 29,748.50	\$ 33,000.00	90.15%
Grant Administration	\$ 5,189.25	\$ 12,000.00	43.24%
GSP Implementation Oversight	\$ 11,331.50	\$ 24,000.00	47.22%
Outreach, Engagement, Annual WS	\$ 6,240.02	\$ 8,700.00	71.72%
Website/Email	\$ 2,392.92	\$ 2,500.00	95.72%
<b>Total GSA Admin - PMA</b>	<u>\$ 54,902.19</u>	<u>\$ 80,200.00</u>	<u>68.46%</u>
<b>GSA Support GSP Implementation</b>			
Annual Reporting	\$ 33,343.01	\$ 20,800.00	160.3%
As-needed Technical Support	\$ -	\$ 20,000.00	0.0%
Monitoring and Data Collection	\$ 37,298.36	\$ 30,250.00	123.3%
Technical Support	\$ 57,224.79	\$ 54,200.00	105.58%
<b>Total GSA Support GSP Implementation</b>	<u>\$ 127,866.16</u>	<u>\$ 125,250.00</u>	<u>102.09%</u>

**Ukiah Valley Basin Groundwater Sustainability Agency**  
**Profit & Loss Budget vs. Actual**  
 July 2024 through June 2025

	<u>Jul '24 - Jun 25</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Project &amp; Management Actions</b>			
GSP Periodic Evaluation	\$ -	\$ 31,200.00	0.0%
Interconnected SW-GW Study	\$ -	\$ 202,615.00	0.0%
Periodic Model Updates	\$ -	\$ 51,600.00	0.0%
Rate and Fee Study	\$ 27,377.50	\$ 40,000.00	68.44%
Well Inventory Study	\$ 37,600.90	\$ 40,560.00	92.7%
<b>Total Project &amp; Management Actions</b>	<b>\$ 64,978.40</b>	<b>\$ 365,975.00</b>	<b>17.76%</b>
<b>Total Expense</b>	<b>\$ 383,076.24</b>	<b>\$ 711,940.00</b>	<b>53.81%</b>
<b>Net Ordinary Income</b>	<b>\$ 250,969.97</b>	<b>\$ 176,259.71</b>	<b>142.39%</b>
<b>Net Income</b>	<b>\$ 250,969.97</b>	<b>\$ 176,259.71</b>	<b>142.39%</b>

FOOTNOTES FY2324 Expenses - \$27,404.54 - LWA / Technical Support

County Administration includes FY2223 and FY2324 expenses

DRAFT

12:20 PM

08/22/25

**Ukiah Valley Basin Groundwater Sustainability Agency**  
**Unpaid Bills Detail**  
As of June 30, 2025

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	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
TOTAL						<u><u>                    </u></u>

DRAFT

**Resolution #25-06**

**of the Mendocino County Russian River Flood Control &  
Water Conservation Improvement District**

**Approving the Appointment of Representatives to the  
Ukiah Valley Basin Groundwater Sustainability Agency**

**WHEREAS**, groundwater in the Ukiah Basin is a vital resource to meet the water supply needs for customers of the Mendocino County Russian River Flood Control & Water Conservation Improvement District (District);

**WHEREAS**, the County of Mendocino Water Agency, City of Ukiah, Upper Russian River Water Agency, and the District came together as Member Agencies to improve management of groundwater in the Ukiah Valley Basin under a Joint Powers Agreement (JPA) creating the Ukiah Valley Basin Groundwater Sustainability Agency (GSA);

**WHEREAS**, each of the Member Agencies is a local agency as defined by the Sustainable Groundwater Management Act of 2014 (SGMA), duly organized and existing under and by virtue of the laws of the State of California with the ability to exercise powers related to groundwater management; and,

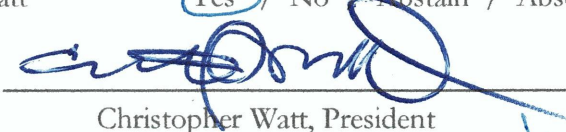
**WHEREAS**, Article 7 of the GSA Joint Powers Agreement provides for the appointment and re-appointment by Resolution of Directors and Alternate Directors on the Agency Board of Directors to serve as representatives of each Member Agency, including the District.

**BE IT FURTHER RESOLVED** that effective immediately and until the District takes action otherwise, **Trustee John Bailey** will serve as the Director and **Trustee Christopher Watt** will serve as Alternate Director to represent the District on the Ukiah Valley Basin Groundwater Sustainability Agency in the event that the Director representing the District cannot attend a GSA Board of Directors meeting. **Trustee Christopher Watt** will also serve as the appointee to represent the District on the Technical Advisory Committee.

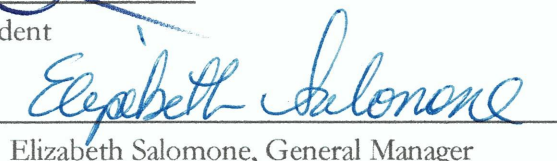
**ADOPTED** by the Board of Trustees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District on 4th day of August, 2025.

John Reardan	<input checked="" type="radio"/> Yes / No / Abstain / Absent
Dave Koball	Yes / No / Abstain / <input checked="" type="radio"/> Absent
John Bailey	<input checked="" type="radio"/> Yes / No / Abstain / Absent
Tyler Rodrigue	<input checked="" type="radio"/> Yes / No / Abstain / Absent
Christopher Watt	<input checked="" type="radio"/> Yes / No / Abstain / Absent

Signed:

  
\_\_\_\_\_  
Christopher Watt, President

Attest:

  
\_\_\_\_\_  
Elizabeth Salomone, General Manager



**UKIAH VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

**STAFF REPORT**

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**SUBJECT:** Updates from GSA Legal Counsel.

**PREPARED BY:** Blake Adams, Chief Resiliency Officer

**PRESENTER:** Jonathan Weldon, General Counsel

**ATTACHMENTS:**

None

**Summary:** General Counsel will provide updates on: (1) Upper Russian River Water Agency (URRWA) disbandment, (2) vendor agreements, and (3) JPA and Bylaw reform processes, including any related legal guidance.

**Background:** Legal updates are provided to inform the Board of developments affecting governance, agreements, and Agency operations.

**Discussion:** This item allows the Board to hear updates and ask questions; no action is requested.

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**Recommended Action:** Receive updates from General Counsel