



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

Regular Meeting
AGENDA

**Civic Center ♦ 300 Seminary Avenue, Conference Room #3 ♦ Ukiah, CA 95482
310 Spyglass Parkway ♦ Vallejo, CA 94591**

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

Or you can call in using your telephone only:

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May 13, 2026 - 1:00 PM

1. CALL TO ORDER AND ROLL CALL

- 1.a. AB 2449 Notifications and Considerations
- 1.b. Introduction of New Committee Members Erin Formaker, Mendocino Country Resource Conservation District and Jared Walker, City of Ukiah Water Resources Department.

2. APPROVAL OF AGENDA

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

4. BUSINESS ITEMS

- 4.a. Update on the Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water Study (ISW) Project Funded by the California Department of Fish and Wildlife Grant.
Recommended Action: Receive update.
- 4.b. Review and Discuss the Stantec Technical Memo Relating to Governing Document Amendments and Make Any Associated Recommendations to Staff.
Recommended Action: Give direction to staff to complete final drafts of targeted amendments to the Bylaws, JPA, and TAC MOU for formal Board consideration and adoption.

Attachments:

1. UVBGSA Governance and Operations Document Review Memo_2026-02-02
2. GSA governing docs

- 4.c. Update on the Department of Water Resources (DWR)'s Groundwater Sustainability Plan 2027 Periodic Evaluation.

Recommended Action: Receive update.

- 4.d. Status and Update of the Well Inventory Phase II Project.

Recommended Action: Receive update.

- 4.e. Consideration of the Establishment of an Ad Hoc Committee to Identify and Develop Proposition 4 Project Opportunities.

Recommended Action: Establish an Ad Hoc Committee comprised of two TAC members to work with staff in identifying, prioritizing, and developing potential Proposition 4 (Prop 4) project opportunities that provide measurable benefits to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA).

5. STAFF AND PARTNER UPDATES

- 5.a. Status Update and Discussion on Russian River Watershed Resilience Pilot- Sonoma Water.

- 5.b. Update and Demonstration on the Bureau of Reclamation 2024 Grant.

- 5.c. Presentation and Update Regarding Next Steps for the Facilitation Support Services (FSS) Agreement Work Via the Department of Water Resources and Stantec Consultants, and Discuss Potential Joint Meeting with the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Board in July.

6. GENERAL MANAGER'S REPORT

- 6.a. Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) General Manager Update.

Attachments:

1. General Manager Report 5 -13-2026

7. CONSENT CALENDAR

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

- 7.a. Approval of the Minutes for the February 11, 2026, TAC Regular Meeting.

Recommended Action: Approve of the Minutes for the February 11, 2026, TAC Regular Meeting.

Attachments:

1. 2026-02-11 TAC Draft Minutes

8. FUTURE AGENDA ITEMS AND SET NEXT MEETING DATE

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

Recommended Action: Discuss and get consensus to hold the next regular meeting on October 7, 2026, or another day of the Members' choosing.

Attachments:

1. 2026 TAC Agenda Forecasting

9. ADJOURNMENT

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

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California; and at 501 Low Gap Rd., Ukiah, CA 95482; not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, CMC/CPMC

Dated: 5/8/26



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Update on the Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water Study (ISW) Project Funded by the California Department of Fish and Wildlife Grant.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Audra Bardsley, Larry Walker Associates

ATTACHMENTS:

None

Summary:

This item provides an update on the Upper Russian River GDE and ISW Study, with emphasis on activities completed since the February 11, 2026 Technical Advisory Committee (TAC) meeting. Recent efforts have focused on outreach and coordination, site prioritization and reconnaissance, landowner engagement, and early preparation for monitoring implementation. This update is informational only; no action is requested.

Background:

The Upper Russian River GDE and ISW Study is being implemented by the Ukiah Valley Basin Groundwater Sustainability Agency with funding from the California Department of Fish and Wildlife under Grant No. Q2496105. The study is intended to improve understanding of groundwater–surface water interactions and groundwater dependent ecosystems to support SGMA implementation.

At the February 11, 2026 TAC meeting, staff and consultants provided an overview of study objectives, preliminary analytical work, and anticipated next steps, including development of a site prioritization framework, outreach to stakeholders and Tribes, and initiation of reconnaissance activities.

Discussion:

Since the February 11, 2026 TAC meeting, the project team has advanced study implementation through coordinated technical analysis, outreach, and site preparation activities. Following a public webinar in January 2026, outreach efforts were expanded in February 2026 through participation in a Mendocino Lake Sonoma Tribal Environmental Partnership (MLSTEP) Stream Team meeting, supporting information sharing and discussion of optional Tribal participation pathways.

The technical team finalized and applied a multi-factor site prioritization framework—previously reviewed and approved by the TAC—to evaluate tributaries, the Russian River mainstem, and the West Fork. Field reconnaissance was conducted in March 2026 at prioritized tributary locations and along the Russian River mainstem and West Fork to ground-truth desktop findings, with participation by fisheries biology, herpetology, and geomorphology specialists.

Field reconnaissance and outreach activities have been accompanied by landowner coordination. To date, three site access agreements have been executed for publicly owned properties along the Russian River

mainstem and Russian River West Fork. The technical team is currently in discussions with additional private landowners regarding potential participation along several high-priority tributaries.

Other activities have included review of existing groundwater sensor datasets to identify wells responsive to river stage fluctuations, evaluation of candidate wells for potential sensor installation, coordination with the City of Ukiah and the Ukiah Valley Water Authority, and initial procurement planning for anticipated shallow monitoring well installations.

Recommended Action: Receive update.



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Review and Discuss the Stantec Technical Memo Relating to Governing Document Amendments and Make Any Associated Recommendations to Staff.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Maya Simerson

ATTACHMENTS:

1. UVBGS Governance and Operations Document Review Memo_2026-02-02
2. GSA governing docs

Summary: Review and discuss the Stantec Technical Memo relating to governing document amendments & discuss a potential joint meeting with the Board in July.

Background:

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS) requested a technical memorandum from Stantec to evaluate the Agency's governing documents, including the Joint Powers Agreement (JPA), the agency's Bylaws, and the Technical Advisory Committee's (TAC) Memorandum of Understanding (MOU). This review was undertaken to identify opportunities to improve clarity, consistency, and alignment with best practices for Groundwater Sustainability Agencies operating under the Sustainable Groundwater Management Act. See the full memo in Attachment #1.

The Stantec memo identifies several areas where the documents could be strengthened, including:

- Defining eligibility, appointment processes, and continuing qualifications for Board and TAC members;
- Establishing term lengths and/or setting limits to holding consecutive positions;
- Formalizing TAC leadership roles such as Chair and Vice-Chair;
- Clarifying the TAC's authority to form ad hoc working groups;
- Providing more specificity regarding meeting logistics and public noticing requirements consistent with the Ralph M. Brown Act; and
- Clarifying how the TAC develops recommendations to the Board and responds to Board direction.

The memo also identifies the need to replace the Upper Russian River Watershed Authority with the Ukiah Valley Water Agency, and it points to an inconsistency between the JPA and TAC MOU related to TAC membership, specifically regarding the role of the California Land Stewardship Institute (CLSI) needing to be added.

Discussion:

Staff has begun incorporating the recommendations from the Stantec memo into draft amendments to the Bylaws, the JPA and the TAC MOU, see attachment #2. Staff has also considered the alternative option of developing a standalone TAC Charter to address governance and procedural details.

Key policy considerations for the Board and TAC include:

- Whether to amend the existing TAC MOU or develop a separate TAC Charter;
- How to formally define TAC membership, including resolution of the inconsistency related to CLSI participation;
- The appropriate level of structure for TAC terms, leadership roles, and meeting procedures; and
- How best to formalize the process for TAC recommendations and responses to Board direction.

Staff recommends that the TAC provide direction to proceed with **targeted amendments to the existing governing documents**—including the Bylaws, Joint Powers Agreement (JPA), and Technical Advisory Committee (TAC) Memorandum of Understanding (MOU)—to incorporate the recommendations identified in the Stantec technical memorandum. The redline changes proposed for these three documents can be referenced in Attachment #2.

Staff further recommends **not pursuing development of a standalone TAC Charter** at this time. While a Charter could provide a consolidated framework for TAC procedures, it would introduce an additional governing document, which may create redundancy, increase administrative complexity, and require ongoing coordination across multiple documents. Amending the existing documents instead maintains a more streamlined and cohesive governance structure.

In summary, Staff recommends that the TAC provide policy direction on the key considerations outlined above and authorize staff to return with **final draft amendments** to the Bylaws, JPA, and TAC MOU to be presented to the Board for consideration and adoption.

Recommended Action: Give direction to staff to complete final drafts of targeted amendments to the Bylaws, JPA, and TAC MOU for formal Board consideration and adoption.

To: Blake Adams
City of Ukiah, Ukiah Valley Basin
Groundwater Sustainability Agency

From: Marisa Perez-Reyes, Nicole
Hinostroza, and Bridget Lowry
Stantec Consulting Services Inc;
Sacramento, CA

File: Technical Memorandum:
Governance and Operational
Document Review

Date: February 2, 2026

Dear Blake Adams,

Per your request, Stantec has prepared a technical memorandum with options for potential revisions to the Ukiah Valley Basin GSA's governance and operational documents. The technical memorandum outlines areas that may benefit from an update to enhance alignment and efficiency during implementation of the Ukiah Valley Basin's Groundwater Sustainability Plan. When appropriate, alternative text and/or suggestions for revisions are also offered. Key areas that are addressed in the analysis include:

- GSA Board Composition
- Designation of GSA Board Member Alternates
- GSA Board Meeting Attendance
- Removal of a GSA Member Agency or Board Director
- GSA Board Member Terms and Vacancies
- Composition and Requirements of the Technical Advisory Committee
- Clarifying the GSA Administration Role and Responsibilities
- Incorporating Changes and Updates from Board Resolutions
- Incorporating Information from the Compliance Checklist
- JPA Amendment Process
- Dispute Resolution and Conflict Management
- Clarification of Financial Powers
- Opportunities for Improving Communication and Engagement
- Next Steps for Aligning ISP 79 Activities

We hope the enclosed technical memorandum is helpful to your planning regarding potential updates to UVBGSA's governing and operational documents, and welcome further discussion. Please do not hesitate to reach out to us with any questions you may have.

Regards,

Stantec Consulting Services Inc.



Ukiah Valley Basin
Groundwater Sustainability Agency

Technical Memorandum

Ukiah Valley Basin GSA Governance and Operational Document Review Considerations for Potential Revisions to Enhance Alignment and Efficiency During GSP Implementation Date: February 2, 2026

Prepared by:

Marisa Perez-Reyes
Nicole Hinostrroza
Bridget Lowry



Table of Contents

Acronyms and Abbreviations:.....	3
Introduction	4
GSA Board Composition	5
Designation of GSA Board Member Alternates.....	5
GSA Board Meeting Attendance	5
Removal of a GSA Member Agency or Board Director	6
GSA Board Member Terms and Vacancies	6
Composition and Requirements of the Technical Advisory Committee	6
Clarifying the GSA Administration Role and Responsibilities	7
Incorporating Changes and Updates from Board Resolutions.....	7
Incorporating Information from the Compliance Checklist	8
JPA Amendment Process.....	8
Dispute Resolution And Conflict Management.....	9
Clarification of Financial Powers	9
Opportunities for Improving Communication and Engagement	9
Next Steps: Aligning ISP 79 Activities with Governance Improvements	9
Appendix A. GSA GovernaNce Checklist Gaps and Corresponding Options for Addressing	11

ACRONYMS AND ABBREVIATIONS:

California Land Stewardship Institute (CLSI)
Facilitation Support Services (FSS)
Implementation Service Plan (ISP)
Groundwater Sustainability Agency (GSA)
Groundwater Sustainability Plan (GSP)
Joint Powers Agreement (JPA)
Memorandum of Understanding (MOU)
Mendocino County Resource Conservation District (MCRCD)
Mendocino County Russian River Flood Control and Water Conservation District (RRFC)
Sonoma County Water Agency (SCWA)
Sustainable Groundwater Management Act (SGMA)
Technical Advisory Committee (TAC)
Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA)
Ukiah Valley Water Authority (UVWA)
Upper Russian River Water Agency (URRWA)

This memorandum was prepared by Stantec at the request of the Ukiah Valley Basin GSA, with support from the California Department of Water Resources, Facilitation Support Services (FSS) Program, Implementation Service Plan (ISP) No. 79.

INTRODUCTION

This technical memorandum, Governance and Operational Document Review, was prepared by Stantec at the request of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA, GSA).

UVBGSA is made up of four member agencies: the City of Ukiah, County of Mendocino, Russian River Flood Control and Water Conservation District (RRFC) and the Upper Russian River Water Agency (URRWA), joined together in Joint Powers Agreement (JPA) to develop and implement the Ukiah Valley Basin Groundwater Sustainability Plan (GSP). The GSA is governed by a six-member Board of Directors, advised by a nine-member Technical Advisory Committee (TAC), and administered by the City of Ukiah.

The original Ukiah Valley Basin governance documents were drafted during the GSA's formation and created the structure that supported the Basin's GSP development and adoption. The work of the GSA has now shifted to implementation of the GSP. Given the evolving nature of the GSA's work, a review of its guiding documents is appropriate. The goal of the review is to identify potential revisions that would enhance alignment with Sustainable Groundwater Management Act (SGMA) requirements, reflect the agency's existing practices, and highlight opportunities for efficiency.

The technical memorandum lists the documents Stantec reviewed and outlines areas that may benefit from an update. Stantec consulted with the GSA to track existing governance documents to ensure that all relevant documents were reviewed. When appropriate, alternative text and/or suggestions for revisions are also offered. During this review, particular attention was given to the GSA's JPA requirements and Bylaws that support the formation and function of the Ukiah GSA and supporting agencies and discussions with the GSA Administrator on the GSA's current challenges and opportunities.

Reviewed documents included the following:

- 2017 Ukiah Valley Basin GSA Joint Powers Agreement (JPA)
- 2017 Ukiah Valley Basin GSA Bylaws
- 2018 Memorandum of Understanding (MOU) between the GSA, Mendocino County Resource Conservation District (MCRCD), Sonoma County Water Agency (SCWA), and the California Land Stewardship Institute (CLSI) establishing the Ukiah Valley Basin Technical Advisory Committee (TAC)
- 2022 Ukiah Valley Basin GSA Communications and Engagement Update
- Ukiah Valley Basin GSA Administrative Processes Document
- Ukiah Valley Basin GSA Governance Compliance Checklist
- February 2025 email communications between Indigo Bannister (West Yost, previously contracted GSA administrator) and UVBGSA legal counsel regarding potential JPA amendments
- Board Resolutions:
 - No. 23-01 Decisions Between Board Meetings
 - No. 23-03 Ukiah Valley Basin GSA Procurement Processes
 - No. 24-01 Adopting New Governance Policies
 - No. 24-02 GM Spending Authority
 - No. 24-03 Adopting Social Media Policy

This memorandum identifies several governance and operational gaps, potential challenges, and opportunities for enhancements. Options for revisions to the JPA, Bylaws, or other associated governance and operational documents are also offered. Key challenges or opportunities are grouped and offer corresponding options the GSA may consider to address them.

GSA BOARD COMPOSITION

The 2017 JPA was signed by four member agencies: the City of Ukiah, the County of Mendocino, the Russian River Flood Control and Water Conservation District (RRFC) and the Upper Russian River Water Agency (URRWA). URRWA has since disbanded and will therefore no longer be a member of the GSA. A new water agency in the region, the Ukiah Valley Water Authority (UVWA), has formed and is anticipated to be added as a member agency to the GSA. To address this change, the GSA should:

- Update the JPA to remove references to URRWA and to add UVWA as a member agency.
- Update Section 7.1.3 of the JPA to describe the relationship between UVWA and the City of Ukiah.

The GSA might also consider adding a Domestic Well User Stakeholder Director position to allow for representation from this beneficial user group.

DESIGNATION OF GSA BOARD MEMBER ALTERNATES

JPA Section 7.4 states, “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”. This language can be interpreted to mean that Alternates are optional for Member Agencies but are required for the Stakeholder Directors. The Bylaws provide this clarification by stating, “Each Member Agency is responsible for appointing a Board Member and an Alternate Board Member, pursuant to its own procedures and authorities.” Aligning the JPA with this language will ensure consistency across governance documents and reduce confusion. To avoid ambiguity, the GSA could:

- Revise Section 7.4 of the JPA to clearly state the expectation that an Alternate be appointed for every Director seat.

In contrast to Bylaws Section 2.2.4, which outlines the process for the Board to appoint the Agricultural Stakeholder Director and Alternate, Section 2.2.3 does not include language about the process for appointing an Alternate for the Tribal Stakeholder Director position. To address this, the GSA could:

- Add language to Section 2.2.3 to clarify expectations for how an Alternate for the Tribal Stakeholder Representative will be determined.

This issue is especially pertinent given challenges that have surfaced in recent years with reaching quorum at GSA Board meetings. Establishing Alternates may support achieving quorum in cases when not all Members are able to attend.

GSA BOARD MEETING ATTENDANCE

To further address issues in attendance and meeting quorum, the GSA could also consider adding language to the JPA and/or Bylaws that outlines expectations for meeting attendance and sets a process for managing excessive absences. Example text could include:

- The expectation that Board Directors attend and actively participate in all Board meetings,
- Encouragement of Alternate Directors to attend meetings to stay informed of Board actions and developments,
- Expectation that Board Directors notify their Alternates to participate at a Board meeting on their behalf in the event that a Director is unable to attend, and/or
- A process for declaring a vacancy on the Board if neither the Director or Alternate attends a certain number of consecutive Board meetings or a certain number of meetings within a year.

REMOVAL OF A GSA MEMBER AGENCY OR BOARD DIRECTOR

Currently, Section 7.6 of the JPA outlines the terms for removal of a Board Member (noting that Member Agency Directors may be removed or replaced by their appointing Member Agency at any time, and Stakeholder Directors may be removed or reappointed by a simple majority vote of the GSA Board) and Article 17 describes policies for voluntary withdrawal of a GSA Member Agency, but neither specify what would constitute grounds for involuntary termination of a member agency. The GSA may wish to develop a policy that establishes clear procedures for Board Members and Member Agencies, in the event of absenteeism, failure to pay dues, and/or unethical/improper conduct. Options to address this could include:

- Revise Section 7.6 of the JPA to outline the action(s) the Board may take in response to violations of attendance, financial obligations, or conduct requirements such as a issuing written warnings to the Director or Alternate and Member Agency, outlining corrective steps and timelines, and if noncompliance persists, a process to recommending removal of the Director or Alternate.
- Revise Article 17 of the JPA to specify what measures would constitute the removal of a Member Agency from the GSA, such as absenteeism, failure to pay dues, and/or unethical/improper conduct, as well as the measures that would be taken to notify the Member Agency of the GSA's intent to terminate, with corrective actions and timelines to comply, as appropriate.

GSA BOARD MEMBER TERMS AND VACANCIES

The GSA has expressed a desire to include additional policies to address vacancies on the Board of Directors due to expiration of terms. Currently, Section 7.7 of the JPA states that when vacancies occur on the Board of Directors, a replacement should be appointed to fill the unexpired term of the previous Board Member. Upon the vacancy of a Member Director, the Alternate Director shall then serve as Director until a new Director is appointed. Currently, there is a gap in procedure for cases where a Director's term has expired but there are no qualified candidates to assume the role and in what case a Director might serve an additional term. To provide further clarity around member terms, the GSA might:

- Revise the JPA and/or Bylaws to allow Directors and Alternates Directors with expiring terms to hold office until their successor is selected by their Member Agency, and the GSA has been notified of the succession. If a Director or Alternate Director's term is expiring and there are no qualified candidates for the open seat, they may continue to hold office until a qualified replacement is appointed and assumes the role.
- Amend Section 7.5 of the JPA to add more specificity regarding rules for Board member term limits, conditions for consecutive terms, and clarify that all Director terms are concurrent. The section should also state that when a new Director is appointed mid-term, they serve the remainder of the exiting term rather than starting a new term.
- Update the JPA and/or Bylaws to state a Director may resign at any time upon written notice to the GSA, including any timing considerations for the notice of resignation.

COMPOSITION AND REQUIREMENTS OF THE TECHNICAL ADVISORY COMMITTEE

A 2018 Memorandum of Understanding (MOU) established the UVBGSA Technical Advisory Committee (TAC) and includes general information about the TAC's purpose, composition, and general functions. However, a detailed Charter for the TAC does not exist and the level of detail that many TAC Charters would typically list does not exist in the MOU. Among the components not detailed in the MOU are:

- Eligibility and continuing qualifications to serve as a representative on the TAC and nomination or application processes,
- TAC member term lengths or limits,
- Committee roles (e.g., chair, vice-chair),

- Authority to convene ad hoc groups on specific topics,
- Location, time, and frequency of TAC meetings, and the location where meeting agendas are posted per the requirements of the Ralph M. Brown Act, and
- Detail about how recommendations are made from the TAC to the Board and how the TAC responds to directives from the Board to advise on certain topics.

To document this information, the GSA could either:

- Amend the TAC MOU to include details consistent with the above listed components, or
- Develop and adopt a TAC Charter that includes the relevant details.

Additionally, there is an inconsistency in how the UVBGSA JPA and TAC MOU describe TAC membership. Both state that the TAC will be comprised of at least one representative from each member agency, one Agricultural Stakeholder representative, one Tribal Stakeholder representative, one member representing SCWA, and one representing the MCRCD. However, the MOU also indicates that a representative from CLSI will participate in the TAC. The GSA could address the inconsistency by:

- Updating the JPA to include CLSI as a member of the TAC.

CLARIFYING THE GSA ADMINISTRATION ROLE AND RESPONSIBILITIES

The GSA's governing documents are not consistent in how they refer to the GSA's Administrator/ Executive Director/ General Manager, nor is the scope of responsibilities abundantly clear. At the time of the GSA's formation, Article 13 of the JPA allowed the Board of Directors to hire an Executive Director who would serve as the Chief Administrative Officer of the GSA and would be responsible for the proper and efficient administration of the GSA and hold all the powers designated in the Bylaws. However, the Bylaws reference the Executive Director only once and do not provide further detail on the roles and responsibilities of this position. More current Board Resolutions consistently refer to a GSA General Manager—a role that is not defined in the JPA or Bylaws. Options to address this include:

- Update Article 1 of the JPA to state that “Executive Director” and “GSA General Manager” are used interchangeably to refer to the same position.
- Update the Article 4 of the Bylaws to include a section on the roles and responsibilities of the Executive Director and to add a clause that states “Executive Director” and “GSA General Manager” are used interchangeably to refer to the same position.

UVBGSA contracted with West Yost consultants to perform the role of Executive Director from 2022-2024. In 2025, the City of Ukiah assumed the administrative duties for managing the GSA and worked with West Yost to outline a UVB Administrative Process document describing the administrative duties of the GSA Executive Director. To reduce ambiguity and better align the documents, the GSA might:

- Add a section to the Bylaws that describes the role and responsibilities of the Executive Director, using information from the UVB Administrative Process document.

INCORPORATING CHANGES AND UPDATES FROM BOARD RESOLUTIONS

Numerous resolutions have been approved by the Board that could be incorporated in the GSA Bylaws. Options to update the Bylaws include:

- Add a new section to incorporate Resolution No. 23-01, which established an alternative process for policy decisions requiring urgent action.
- Update Article 2 to include policies adopted under Resolution No. 24-01 and 24-03, which address social media use by the Board and the expectations and appropriate use of GSA property and resources by Directors.

- Update Section 7.3, which directs the GSA to use the County of Mendocino’s procurement process, standard contract, legal review, and contract administration, to reference Resolution No. 23-03, which allows the GSA to adopt their own GSA procurement policies.
- Update Article 10 to incorporate the governance policies adopted under Resolution No. 24-01, which established the “Document Retention and Destruction Policy.”
- Update Article 11, which expresses the GSA’s intent to develop Ethics and Conflict of Interest policies, to reference Resolution No. 24-01 which formally adopted a new Conflict of Interest Code and Code of Ethics.
- Update Article 7 to incorporate the GM’s spending authority adopted under Resolution 24-02.

INCORPORATING INFORMATION FROM THE COMPLIANCE CHECKLIST

The Ukiah Valley Basin GSA Governance Compliance Checklist outlines compliance requirements, recommended SGMA best practices and suggested policies for future consideration that serve as an internal resource for the GSA Administrator to determine missing policies, procedures, and processes in governance. In some instances, the GSA may consider incorporating relevant practices into its JPA and Bylaws or passing a Board Resolution to formally adopt and document the policies.

Across multiple checklist categories, the GSA lacks fully documented and consistent processes related to training requirements and onboarding procedures for different roles. The checklist also identifies gaps in reporting and disclosure procedures expected from elected officials and decision-makers. To address these governance gaps, the GSA may consider the following:

- Pass a Board Resolution that formally documents required trainings, standardizes the onboarding process, and lists reporting and disclosure expectations from GSA members, elected officials, and staff, or
- Amend the Bylaws to formally document the same items.

Similarly, the Compliance Checklist states that periodic financial reports should be prepared by a certified public accountant and lists elements the report should address. An option to provide further clarity would be to:

- Amend Article 12.1 to reflect the new entity assuming the Treasurer and Controller role and to include the best practices of processes for financial reporting.

See **Appendix A** for the complete summary of gaps identified in the Compliance Checklist and how these items could be incorporated into existing or new governance documents.

JPA AMENDMENT PROCESS

The JPA does not currently outline a formal process for adopting an amendment to the JPA. Language to add to the JPA could include:

- Information about the process required for a member agency to provide formal written notice if they intend to withdraw from the Agreement, including timing considerations for when the agency’s withdrawal is considered effective and the agency is no longer considered a “Member” of the GSA, per § 17.1 of the agreement.
- Information about the number of Board members that must consent for an amendment to the JPA to be considered.
- Expand upon § 18.7 of the Agreement to include how the amended JPA would be circulated to obtain signatures from existing Members.
- Procedures expected for individual member agencies to adopt the amended JPA, if any.

- Timing considerations for when the amendment would take effect and when copies of the amendment must be sent to the Secretary of State's Office and Controller's Office.

DISPUTE RESOLUTION AND CONFLICT MANAGEMENT

Currently, the GSA does not have a clearly established process for resolving disputes between Members of the JPA. The GSA should consider adding a new section to the JPA to address roles and responsibilities for conflict dispute resolution. Considerations may include:

- Information about which party is responsible for attempting to resolve any issues that should arise between Member Agencies or Directors, through coordination of informal negotiations, facilitation of communication, and assistance to members to reach a resolution.
- Options available for the GSA to engage a mediator or arbitrator to assist in reaching a resolution, if the GSA is not able to resolve the matter informally.

CLARIFICATION OF FINANCIAL POWERS

Since the formation of the GSA, the role of Mendocino County has changed. Areas that may warrant attention include:

- Article 12 of the JPA and Bylaws Section 6.3, which states that the Mendocino County shall act as Treasurer and Controller for the GSA. To reflect current practices, the GSA should revise these sections to remove mention of Mendocino County and add language stating that the GSA Board may appoint any Member to the role of Treasurer and Controller upon a simple majority vote.
- Article 6.3.2.1 of the Bylaws, which directs Mendocino County to conduct or coordinate an Independent Audit, among other sections that assign duties to the County, may need to be revisited.

Lastly, GSA Legal Counsel indicated to the previous administrator, West Yost, that the GSA may wish to clarify how GSA fees might be administered. In email communications from earlier this year, Legal Counsel recommended the GSA add language to Article 7 of the JPA to clarify which Member agencies can administer fees and within which geographic jurisdictions. Without further context, Stantec cannot make a recommendation as to how this comment should be considered.

OPPORTUNITIES FOR IMPROVING COMMUNICATION AND ENGAGEMENT

In 2022, Stantec prepared an update to the GSA's Communication and Engagement Plan which identified recommendations for improved outreach and engagement with Tribes and other Stakeholder groups. Some recommendations for the GSA to consider include:

- Shifting GSA Board and TAC meeting times that take place outside of business hours to allow for more participation from members of the public.
- Allowing hybrid participation in Board and TAC meetings to allow for increased participation.
- Tribes have requested separate meetings amongst UVBGSA staff and Tribal Representatives. The GSA could consider allowing these types of meetings to be held or directly engaging with trusted community partners to increase Tribal participation.

If the GSA were to implement any recommendation from the C&E plan, it would be a good practice to ensure that the JPA or Bylaws are updated to reflect changes.

NEXT STEPS: ALIGNING ISP 79 ACTIVITIES WITH GOVERNANCE IMPROVEMENTS

This memorandum includes options for amending the UVBGSA JPA, Bylaws, TAC MOU, and other relevant operational/administrative resources. We hope this memo will help support the GSA Administrator and UVBGSA legal counsel as they prepare as-needed amendments to these documents.

In addition to providing considerations for changes to these documents, Stantec anticipates this governance and operational document review memo can help inform the other governance, operational, and strategic planning activities included in ISP 79:

- **TAC Charter/MOU Amendment** – ISP 79 includes scope to prepare a redline amendment of the TAC Charter, pending outcomes from this activity. The scope of work in the ISP would need to be updated and clarified, because the TAC has an MOU that functions as a Charter rather than an existing Charter. Based on the GSA’s review of this technical memorandum, Stantec could likely support the preparation of an amendment to the MOU or the development of a new charter.
- **Operations Plan** – ISP 79 includes scope to prepare an Operations Plan describing the roles and responsibilities of the various entities involved in governing, advising, or administering the UVBGSA. This memo can help identify areas where greater operational clarity is needed, and therefore facilitate a discussion with the GSA Administrator or other GSA supports about UVBGSA processes.
- **Strategic Plan** – Lastly, the ISP includes support for preparation of a Strategic Plan, to articulate UVBGSA’s vision and long- and short-term goals. Stantec will conduct a series of interviews with TAC members and interested parties and summarize interview findings in a presentation to the Board and TAC and receive direction on items to prioritize in the development of the Strategic Plan. Some of the questions raised for GSA consideration raised in this memo may be useful to review during interviews or with the GSA Board.

FSS support is not limited to activities currently scoped in ISP 79. If the GSA identifies areas where additional support may be useful for carrying out options identified in this memorandum, the GSA is encouraged to work with GSA and DWR to submit a request for additional services.

APPENDIX A. GSA GOVERNANCE CHECKLIST GAPS AND CORRESPONDING OPTIONS FOR ADDRESSING

Checklist Category	Existing Gap(s)	Options for Addressing
Financial Practices		
<p>General – UVBGSA should, if applicable, fully disclose both positive and negative financial information to the public and financial institutions including fund summaries, revenues, expenditures, and forecasts.</p>	<p>The GSA has a process in place for financial disclosure, but the requirements are not currently documented in the Bylaws.</p>	<p>Amend Article 7 of the Bylaws to include the explicit requirements for disclosing both positive and negative financial information to the public and financial institutions. The amendment could also specify the reporting procedures and standards the GSA must abide by.</p>
<p>Internal Agency Controls – Adopt internal policies that establish a clear authorization, approval, verification, and reconciliation process to ensure accuracy, detect discrepancies, and guide corrective actions.</p>	<p>Article 7 of the Bylaws addresses authorizations and approvals for transactions but does not address reconciliation or corrective actions.</p> <p>Board Resolution 24-02 provides guidance on authority and limitations on discretionary spending by the GSA Administrator.</p> <p>The JPA does not address the checklist recommendation for Internal Agency Controls.</p>	<p>Pass a Board Resolution or amend Article 7 of the Bylaws to establish clearer authorization, approval, verification, reconciliation processes, detect discrepancies, and guide corrective actions.</p>
<p>Periodic Financial Reports – Financial reports should be prepared by a certified public accountant (CPA) in accordance with generally accepted accounting principles, with periodic reporting to GSA officials, disclosure of assets and liabilities, and investment reporting presented in open meetings</p>	<p>Bylaws Article 6 directs the Treasurer and Controller (County of Mendocino) to coordinate an independent audit by a CPA, maintain records of assets and liabilities accessible to the Board and provide a quarterly Treasurer report to the Board. It is not clear if investment reporting is presented in open meetings.</p>	<p>Amend Article 12.1 of the JPA to incorporate best-practice financial reporting such as rules and procedures for disclosure of assets and liabilities, and to specify the GSA's commitment to present investment reports in open meetings.</p>
<p>Budget – Adopt internal budget policies requiring the posting of the current fiscal year budget on the GSA website and when applicable, establishing clear-capital financing and debt management policies governing consultant selection, disclosure</p>	<p>Article 7 and 9 of the Bylaws and Article 15 of the JPA cover budget and capital financing and debt topics, but they do not specify requirements for posting budgets online.</p>	<p>Either through Board resolution or by amending Article 9 to the Bylaws, include a policy debt management that addresses how it selects external consultants and disclosure practices and interactions with rating service agencies.</p>

Checklist Category	Existing Gap(s)	Options for Addressing
practices and interactions with rating agencies.	Currently, there are no policies in the JPA or Bylaws that address debt management related to external consultants or disclosure practices and interactions with rating service agencies.	Additionally, a policy to post complete fiscal year budgets could be added to the Bylaws to properly document administrative procedures and requirements.
Audits – Pursuant to California law, ensure accountability of funds through regular audits, cooperation with state and federal audits, independent audits within 180 days of the year-end, posting of audit reports, rotation of auditors, and Board review of audit results in an open meeting.	Article 12 of the JPA directs the treasurer and controller (County of Mendocino) to coordinate independent audits in compliance with Government Code Section 6505. It does not mention cooperation with other state or federal audits, audits timelines, posting requirements, rotation of auditors and Board review of audit results in an open meeting.	Via Board Resolution or by amending the Bylaws, the GSA could specify required annual/biennial independent audits, 180-day deadline post year-end, auditor rotation, full cooperation with state/federal audits, Board debrief in open session and posting of audit reports. OR Via Board Resolution, the GSA could also consider documenting these audit procedures in an Audit Policy detailing roles, timelines, and public posting requirements.
Expense Reimbursement – Implement policies governing travel and expense reimbursement for officials and staff, including limits to expenses, use of government and group rates, distribution of policy to new personnel, consistent staff review of compliance and independent verification.	Though expense reimbursement is not addressed in the JPA or Bylaws, this may likely only be applicable to consultants of the GSA. In those cases, contracts cover these reimbursement policies.	If the GSA desires to implement travel and expense reimbursement for elected officials and staff, it could pass a Board Resolution or amend Bylaws Article 7 to document administrative policies and procedures.
Allowances – Adopt a policy addressing allowances for Board members and staff, ensuring allowances are supported by clear documentation of their factual basis.	There are currently no policies addressing allowances for Board and staff members.	Pass a Board Resolution or consider amending Article 7 of the Bylaws to address allowance reporting and documentation and additional requirements for Board members and staff.

Checklist Category	Existing Gap(s)	Options for Addressing
<p>Use of GSA Resources and Equipment – Audit policies prohibit gifts of public resources, personal or political use of GSA resources, improper mass mailings, and ensuring consistent enforcement and training for those with special access to GSA equipment.</p>	<p>None. This item is addressed by Resolution No 24-01, Exhibit A, Proper Use, and Safeguarding UVBGSA Property and Resources Policy.</p>	<p>N/A.</p>
<p>Procurement and Contract Rules and Policies – Establish a transparent, agency-wide procurement and contracting policy that includes advertising requirements, compliance with self-dealing and conflict-of-interest laws, form 700 and form 805 filing, standards for surplus-property disposal, and adherence to competitive bidding requirements where applicable.</p>	<p>Procurement processes and policies are addressed in Board Resolution No. 23-03. Board Resolution No. 24-01 adopted a new Conflict of Interest Code and a Code of Ethics which includes Form 700 filing requirements.</p> <p>There are currently no policies addressing Form 805 filing and advertisement requirements.</p>	<p>Pass a Board Resolution or amend Article 7 of the Bylaws to address advertising requirements and Form 805 filing.</p>
<p>Investments and Bonds – Adopt an annual written investment policy that provides guidelines for the deposit and investment of GSA funds in accordance with applicable laws.</p>	<p>There is no policy speaking to annual written investment statement requirements.</p>	<p>If the GSA has investments, pass a Board Resolution or amend Bylaws Article 9 to include the annual written investment policy and a section addressing investments and bonds.</p>
<p>Open Government</p>		
<p>Promoting Transparency – Ensure officials and designated staff maintain current Form 700 Statements of Economic Interests and adopt a policy for receiving and reporting tickets or event admissions. in compliance with FPPC requirements (Form 802).</p>	<p>Bylaws Article 6 states the Treasurer’s duties shall include keeping and maintaining matters included in financial statements.</p>	<p>Article 6 of the Bylaws could be amended to document the forms Board Members and staff must submit to the Treasurer.</p>
<p>Public Records Act Requests and Record Retention – Adopt policies for responding to Public Records Act requests and establishing a records retention schedule specifying required retention periods, with procedures</p>	<p>Bylaws Article 10.3 specifies that the Agency shall comply with California Public Records Act.</p> <p>Board Resolution 2024-01, Exhibit B: Document Retention and Destruction</p>	<p>N/A.</p>

Checklist Category	Existing Gap(s)	Options for Addressing
made publicly accessible and a designated staff roles.	Policy include a records retention schedule and destruction procedures.	
Public Engagement – Ensure compliance with Brown Act posting requirements, adopt a policy addressing AB 992’s limits on board member social media use, and maintain accessible meeting calendars, agendas, minutes, and translated communication materials as needed.	Both the JPA and Bylaws mention that the governing body of the GSA is subject to the Brown Act and must follow posting requirements, but it does not mention the GSAs commitment to maintain meeting calendars, minutes, and translated materials. Board Resolution 2024-01 includes a Social Media Use policy for Board Members.	Pass a Board Resolution or amend Article 3 Meetings of the Bylaws to include the GSA’s commitment to maintaining meeting calendars, minutes, and translated materials.
Information about Key Elected and Appointed Officials and Staff – Prepare the annual Local Appointments List, maintain updated contact and term of office information for officials and staff on the GSA website, post Form 806, and file required Statements of Facts of Public Agencies with the County Clerk and Secretary of State.	None. This need was addressed in Resolution 2024-01, Exhibit D: Agency Transparency and Local Appointment List Policy	N/A.
Meetings		
Policies and Procedures – Officials must receive training on open meeting laws, roles, and responsibilities; provide chairperson specific training and adopt rules of procedures for meetings.	Article 3 of the Bylaws provides details on Board meetings and provides some direction on open meeting laws and best practices but does not include training on roles and responsibility. Article 3 also includes the roles of procedure and roles of order for meetings.	Pass a Board Resolution or amend Bylaws Article 3 to address the required training for Board and staff members.
Website Content – Post regular and special meeting agendas within required Brown Act timelines and maintain accessible online meeting materials, including current year agendas, minutes, calendars, and options for	None. Bylaws Article 3 addresses Brown act timelines and reporting which requires website agenda to be posted but does not address the posting of other meeting materials.	Amend Bylaws Article 3 to include the GSA commitment to maintaining accessible online meeting materials, including current year minutes and calendars.

Checklist Category	Existing Gap(s)	Options for Addressing
community members to receive meeting notifications.		
Decision Making		
Decision Makers – Ensure timely distribution and collection of Form 700s; adopt and enforce a conflict-of-interest code and ethics policy; advise officials on prohibitions against self-dealing and relevant conflict-of-interest boundaries; decision-makers are aware of boundary marks with respect to their various property interests.	There are no clear processes for form 700 reporting and timelines. The JPA and Bylaws do not mention boundaries for property interests.	To address Form 700 requirements, see recommendations for Promoting Transparency. If applicable, JPA Article 11 may also be amended to include self-dealing and relevant conflict-of-interest boundaries, and boundary marks with respect to their various property interests.
Process – Adopt a conflict-of-interest code and ethics policy; ensure consistent application of agency policies and provide training for decisionmakers on due process requirements and disclosure rules for quasi-adjudicatory matters.	Board Resolution No. 24-01 adopted a new Conflict of Interest Code and a Code of Ethics. There are no policies addressing training requirements for decision-makers.	By Board Resolution or through an amendment to the Bylaws, the GSA could adopt a Training Policy to formally document training requirements and timelines for Board and staff members.
Education and Training		
Onboarding – Provide new officials and staff with information on their duties, responsibilities, and required policies, including ethics and compliance obligations, as part of a formal onboarding process.	There is no mention of onboarding procedures or requirements in the GSA policies.	Through Board Resolution or by amending the Bylaws the GSA could include guidance or procedures related to on-boarding and training to ensure constancy in policies for all staff and Board members.
Ongoing Education – Ensure required sexual harassment prevention training for elected officials and supervisors and provide ongoing access to resources and educational opportunities on ethics and other applicable laws.	Sexual harassment trainings and resources are not addressed in the JPA or Bylaws.	To memorialize the GSA's current practices with sexual harassment trainings, a Board Resolution could be passed to address the GSAs commitment to provide educational materials and trainings.
Ethics Training – Ensure elected and appointed officials complete two hours of ethics training every two years (and initial overview training upon assuming office) and	There are no policies addressing Ethics Training.	To memorialize the GSAs current ethics training process, a board resolution could be passed, or the Bylaws could be amended to address the

Checklist Category	Existing Gap(s)	Options for Addressing
encourage participation by senior staff as relevant to their duties.		expectations and procedures for completing Ethics Trainings.
Personnel		
Personnel Practices and Policies – If employees are hired, adopt personnel policies covering fair hiring and advancement, wide recruitment efforts, nondiscrimination, anti-nepotism, secondary employment, whistleblower protections, and required public announcement of executive compensation decisions.	There are no policies addressing hiring policies and employment expectations.	Either through Board Resolution or an amendment to the Bylaws, the GSA could adopt hiring policies for GSA staff, and/or develop an Employee Handbook which could include but not limited to fair-hiring policies, non-discrimination, anti-nepotism, secondary employment, whistleblower protections, and required public announcement of executive compensation decisions.

**UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY
AGENCY**



BYLAWS

ADOPTED BY: Board of Directors

ADOPTED: November 9, 2017

Amended: June 11, 2026

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.

Table of Contents

PREAMBLE	3
ARTICLE 1. THE AGENCY	3
1.1 NAME OF AGENCY	3
1.2 OFFICE OF AGENCY	3
1.3 POWERS.	3
ARTICLE 2. BOARD OF DIRECTORS	3
2.1 BOARD OF DIRECTORS.	3
2.2 PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS	3
ARTICLE 3. BOARD MEETINGS	4
3.1 MEETINGS.	4
3.2 QUORUM	4
3.3 ORDER OF BUSINESS.	4
3.4 AGENDA	4
3.5 ACTION BY THE BOARD.	4
3.6 RULE OF ORDER	5
ARTICLE 4. OFFICERS	5
4.1 OFFICERS.	5
4.2 ELECTION OF OFFICERS.	5
4.3 REMOVAL OF DIRECTORS	5
4.4. REMOVAL OF OFFICERS	5
4.5 VACANCIES.	5
4.6 RESIGNATION OF OFFICERS	65
4.7 RESPONSIBILITIES OF OFFICERS.	6
ARTICLE 5. BOARD COMMITTEES, WORKING GROUPS, ADVISORY COMMITTEES AND TECHNICAL ADVISORY COMMITTEE	6
5.1 INTERNAL BOARD COMMITTEES	6
5.2 WORKING GROUPS.	6
5.3 ADVISORY COMMITTEES	76
5.4 TECHNICAL ADVISORY COMMITTEE	7
ARTICLE 6. AGENCY ADMINISTRATION, MANAGEMENT AND STAFFING	8
6.1 COLLABORATIVE MANAGEMENT	8

6.3 TREASURER AND CONTROLLER	8
6.4 LEGAL COUNSEL	9
6.5 STAFFING STRATEGY REVIEW UPON COMPLETION OF THE GROUNDWATER SUSTAINABILITY PLAN	9
ARTICLE 7. FINANCES	9
7.1 DEPOSIT AND DISBURSEMENT OF FUNDS	9
7.2 BUDGET	10
7.3 CONTRACTS	10
7.4 AGENCY FUNDING AND CONTRIBUTIONS	10
ARTICLE 8. SPECIAL PROJECTS	10
8.1 PROJECTS	10
8.2 MEMBER SPECIFIC PROJECTS	10
8.3 BOARD OF DIRECTORS APPROVAL	10
ARTICLE 9. DEBTS AND LIABILITIES	11
ARTICLE 10. RECORDS RETENTION	11
10.1 MAINTENANCE OF THE AGENCY RECORDS	11
10.2 RECORDS RETENTION POLICY AND SCHEDULE	11
10.3 PUBLIC RECORDS ACT REQUESTS	11
ARTICLE 11. ETHICS AND CONFLICTS OF INTEREST	11
ARTICLE 12. AMENDMENT	11
ARTICLE 13. DEFINITIONS AND CONSTRUCTION	12

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). And as amended on June 11, 2026.

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, Guidville 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, or an alternate location as needed, and or meet 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.

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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."

3.7 BOARD MEETING ATTENDANCE. ~~There is an expectation that Board Directors attend and actively participate in all Board meetings. It is encouraged that all Alternate Directors attend meetings to stay informed of Board actions and developments. Board Directors must notify their Alternates to participate at a Board meeting on their behalf in the event that a Director is unable to attend. If a director does not participate in three (3) consecutive meetings they may be automatically removed.~~

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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~~General Manager by written notice signed by an

authorized representative from the Member. The written notice 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.

**Joint Powers Agreement Forming the Ukiah Valley Basin Groundwater
Sustainability Agency
Amended and Restated**

This Joint Powers Agreement ("Agreement") is made and entered into by and among the Russian River Flood Control and Water Conservation Improvement District ("RRFC"), a California special district, and the Upper Russian River Water Agency, that is replaced by the Ukiah Valley Water Authority (UVWA), a joint powers authority, per this Amended and Restated Agreement, 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. This Amended and Restated Agreement takes effect when the last Member executes it on the following signature pages.

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 I 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 I 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.

~~1.9.1.10.~~ "General Manager" shall be used interchangeably with "GSA General Manager" and "Executive Director" to refer to the same position.

~~1.10.1.11.~~ "GSA" shall mean a groundwater sustainability agency.

~~1.11.1.12.~~ "GSP" shall mean a groundwater sustainability plan.

~~1.12.1.13.~~ "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.

~~1.13.1.14.~~ "Member Director" means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

~~1.14.1.15.~~ "Member's Governing Body" means the board of directors or other voting body that controls the individual public agencies that are Members.

~~1.15.1.16.~~ "RRFC" has the meaning assigned to it in the Preamble of this Agreement.

~~1.16.1.17.~~ "SGMA" has the meaning assigned to it in Recital A.

~~1.17.1.18.~~ "Special Project" means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

~~1.18.1.19.~~ "Stakeholder Director" means a Director appointed pursuant to Article 6 that represents stakeholder interests.

~~1.19.1.20.~~ "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 SOMA, (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~~ Ukiah Valley Water Authority is a ~~JOint~~ 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~~ Ukiah Valley Water Authority related to the Agency. The abstention of the RRFC from such agenda items of the ~~Ukiah Valley Water Authority~~ Upper Russian River Water Agency shall be separately reflected in documents of the ~~Ukiah Valley Water Authority~~ Upper Russian River Water Agency. Should the RRFC fail to abstain from taking part in any vote relating to the Agency before the ~~Ukiah Valley Water Authority~~ Upper Russian River Water Agency, it shall not be entitled to vote on that matter when it comes before the Agency.

Members of the ~~Ukiah Valley Water Authority~~ 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~~General Manager 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 Director, Stakeholder Director, and Tribal Stakeholder Director 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 after any Director changes. 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. The Chair and Vice Chair shall serve two (2) year terms and shall not serve more than two (2) consecutive terms in the same office. 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 ~~Attiele~~Article 7 and within ninety (90) days of the date that such position becomes vacant. In this case if the new Director is appointed mid-term they are serving the remainder of the past Directors term.

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. Additionally, absenteeism and/or unethical/improper conduct may warrant removal from the governing board. Should a Director miss three (3) consecutive meetings they may be automatically removed. Any unethical or improper conduct by a Director will be documented in writing and presented to the Board with the recommendation for corrective action or removal. 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, or when a Director fails to participate in more than three consecutive meetings. 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~~forth in Section 7.3. Members shall submit any changes in Director or Alternate Director positions to the Board of Directors or ~~Executive Director~~General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term is expiring and there are no qualified candidates for the open seat, they may continue to hold office until a qualified replacement is appointed and assumes the role. 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 I 974 (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 ~~partieipating~~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, but no more than two (2) terms in the same office. 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. There may also be a representative from the California Land Stewardship Institute if recommended by the Board. 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~~General Manager

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

13.2. Duties. The ~~Executive Director~~General Manager~~General Manager~~ 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~~General Manager~~General Manager~~ shall have the powers designated in the Bylaws.

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

13.4. Staff. The ~~Executive Director~~General Manager~~General Manger~~ 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~~
~~Ukiah Valley Water Authority, 300 Seminary 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.

CITY OF UKIAH

BY: Jim O. Brown
Jim O. Brown, MAYOR

5-10-17
Date

BY: Sage S. [Signature]
CITY MANAGER

5-10-17
Date

ATTEST

Kristine Lavelle
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: 1/30/27

~~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: _____ 

Date: 4-5-17

Jeny Cardoza, President

Board of Directors

**MEMORANDUM OF UNDERSTANDING
UKIAH VALLEY BASIN TECHNICAL ADVISORY COMMITTEE
TO THE GROUNDWATER SUSTAINABILITY AGENCY
Amended June 2026**

This Memorandum of Understanding (“MOU”) effective _____, 2018 is entered into by and among the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”), the Mendocino County Resource Conservation District (“MCRCD”), the Sonoma County Water Agency (“SCWA”), and the California Land Stewardship Institute (“CLSI”). The entities entering into this ~~MOA~~MOU, and any entities subsequently added under section 3.2, are each an individual “Party” and collectively are “Parties.”

RECITALS

A. In 2014, the California Legislature passed the Sustainable Groundwater Management Act (“SGMA”), Water Code sections 10720-10737.8.

B. The UVBGSA is a joint powers authority formed by the County of Mendocino, the City of Ukiah, the ~~Upper Russian River Water Agency~~Ukiah Valley Water Authority, and the Russian River Flood Control and Water Conservation Improvement District, all of which are local agencies with land use or water supply responsibilities within the Ukiah Valley Groundwater Basin (Department of Water Resources B-118 Basin No. 1-052) (the “Basin”). The UVBGSA has been designated as the exclusive groundwater sustainability agency for the Basin.

C. MCRCD, SCWA and CLSI are stakeholders with technical expertise and knowledge regarding management of Basin groundwater and related surface water resources. Through the formation of the Ukiah Valley Basin Technical Advisory Committee (“TAC”), these Parties will assist the UVBGSA in support of its SGMA obligations and efforts to develop sustainable groundwater management in the Basin.

D. The Parties, by and through their respective governing boards, have determined that it would be mutually beneficial to participate in the TAC and this MOU, with their participation guided by the following principles:

i. Sustainable groundwater management can be achieved through coordinated management of Basin groundwater and related surface water supplies.

ii. Regional actions that leverage available resources for compliance with SGMA and water rights regulations can be achieved and will result in a more efficient and effective response to water reliability issues in the Upper Russian River watershed.

iii. As directed by the UVBGSA governing board, the TAC will cooperate in the development of a common scientific understanding of the processes of interaction between groundwater in the Basin and surface water.

In consideration of these recitals and the mutual agreement in this MOU, the Parties agree as follows:

AGREEMENT

1. Purpose and Authority. The purpose of the TAC is to provide information and recommendations to the UVBGSA Board of Directors regarding the development and preparation of groundwater management policies and programs, and information regarding the interaction of surface water in the Basin.

The TAC will have authority to make recommendations on the following actions:

- Assess present groundwater conditions in the Basin.
 - Provide review, comments and recommendations to the UVBGSA regarding technical data and analyses for SGMA implementation in the Basin and its interaction with surface water supplies.
 - Provide review, comments and recommendations regarding the Basin Groundwater Sustainability Plan that the UVBGSA will prepare.
 - Provide a forum to share technical information and coordinate various activities by the Parties that could affect water resource management in the Basin and Upper Russian River watershed.
 - Identify and develop water management concepts of mutual interest for consideration by the UVBGSA governing board.
 - Coordinate and partner for grant funding opportunities related to surface and groundwater interaction and management.
 - Review and provide comments and recommendations on other items referred to the TAC by the UVBGSA Board of Directors, or on other matters of mutual interest to the UVBGSA, the TAC or the Parties.
2. Process of Recommendation by the TAC to the Board of Directors. The Parties agree that the TAC will strive for consensus in all of its decision making activities. The Parties agree that working toward stakeholder consensus is a fundamental principle of the TAC and this MOU. The TAC is consensus seeking but shall not limit itself to strict consensus if 100% agreement among all representatives cannot be reached after all interests and options have been thoroughly identified, explored, and discussed. When unable to reach consensus on advice or recommendations, the Committee will outline the areas in which it does not agree, providing some explanation of both majority and minority viewpoints in its recommendation reports that inform Board decision-making. In order to conduct business (e.g. make and

advance a recommendation to the Board), a quorum of the ~~Advisory Committee~~TAC must be present. A super majority of the total number of ~~Advisory Committee~~TAC members constitutes a quorum.

The TAC serves strictly in an advisory capacity and does not have independent decision-making authority.

Board Direction to TAC

The Board of Directors may direct the TAC to review and provide recommendations on specific technical or policy matters. Such direction shall be communicated through:

- Formal Board action; or
- The General Manager or designee.

The TAC shall respond to Board directives within a reasonable timeframe and provide written recommendations as appropriate.

3. Committee Governance.

3.1. Membership. The TAC will consist of the following members:

- One regular and one alternate member from each of the UVBGSA members: County of Mendocino, City of Ukiah, ~~Upper Russian River Water~~Ukiah Vally ~~Water Authority Agency~~, Russian River Flood Control and Water Conservation Improvement District, Tribal Seat and Agricultural Seat
- One regular and one alternate member from MCRCD, SCWA and CLSI.
- One regular member and one alternate member representing each entity added to the MOU pursuant to section 3.2, to be appointed by that entity's governing board.

Each regular member and each alternate member will serve at the pleasure of the appointing entity and each may be removed and replaced at any time by the appointing entity's governing board, with a replacement designated by notice to the Parties.

TAC members shall serve two (2)-year terms unless otherwise specified by the appointing authority. Members may be reappointed without limitation. Vacancies shall be filled for the remainder of the unexpired term.

Committee Roles for Chair and Vice-Chair

The TAC shall annually elect a Chair and Vice-Chair.

The Chair shall:

Preside over meetings;

Coordinate with staff on agenda development;

Serve as liaison to the Board.

The Vice-Chair shall act in the absence of the Chair.

Staff Support

The General Manager (or designee) shall provide administrative and technical support to the TAC.

Ad Hoc Committees

The TAC may establish ad hoc working groups, subject to coordination with the Chair and General Manager, to address specific technical issues.

Ad hoc groups shall be temporary and advisory in nature; Participation may include non-TAC subject matter experts; Ad hoc groups shall report findings back to the TAC.

- 3.2. Addition of Parties. Additional parties may become a Party through TAC member agreement and recommendation for action by the Board of Directors.
- 3.3. Withdrawal of Parties. A Party may withdraw from the MOU or be removed from the MOU by: (a) unanimous action by the other Parties' governing boards, or (b) written notice to the other Parties from the governing board of the Party leaving the MOU.
- 3.4. Meetings, Notice and Brown Act Compliance. The TAC meetings will comply with the Ralph M. Brown Act (Government Code, §§ 54950-54963 (the "Brown Act")). The Committee will hold its first meeting as directed by the Board of Directors. Except for the first meeting, the time, place and manner of holding meetings will be prescribed by the TAC and announced by email to the TAC and all interested parties. The Committee will hold meetings as frequently as directed by the Board of Directors. Special TAC meetings may be called by the TAC members, provided that notification to the public is made in accordance with the Brown Act.
- 3.5. Compensation. TAC regular members will serve without compensation from the UVBGSA.
- 3.6. Rules. Subject to approval by the Board of Directors in accordance with the Brown Act, the TAC may adopt such other rules as it may deem necessary for the transaction of its business.
4. Termination. This MOU will be effective as of the effective date above and will remain in effect until terminated by a majority vote by the UVBGSA Board of Directors, or a unanimous vote of the TAC members.
5. Additional Matters of Mutual Interest. The following activities have been identified as additional matters of mutual interest to the Parties. The TAC may add, remove or modify this list at any time without amending this MOU.

- United States Geological Survey Russian River Watershed study/coupled surface water/groundwater model development.
- Data sharing and collaboration to support an update of Upper Russian River/Lake Mendocino reliability study.
- Coordination of monitoring programs that will be used to support implementation of SGMA.
- Improved water management and forecast informed reservoir operations for Lake Mendocino.
- Evaluation of new water supply projects (e.g., recycled water, conjunctive use programs) that are aligned with the purposes and goals of SGMA and that will improve Upper Russian River/Lake Mendocino water supply reliability.
- Promotion of conservation and water use efficiency to promote water supply resiliency.
- Pursuing Upper Russian River drought contingency plans to reduce impacts of water shortages.
- Collaboration and coordination related to Potter Valley Project relicensing process.
- Coordination to jointly pursue funding opportunities to support initiatives of mutual interest.

6. General Provisions.

- 6.1. Joint Authorship and Interpretation. This MOU will be deemed to have been prepared equally by all of the Parties, so its terms, individually and as a whole, will not be interpreted against any Party on the grounds that a Party prepared those terms.
- 6.2. Amendment. This MOU may be amended as circumstances necessitate by a written amendment executed by representatives of all of the Parties.
- 6.3. Compliance with Laws. Each Party will comply with all laws, regulations, orders and other legal obligations applicable to its actions under this MOU.
- 6.4. Notices. All notices given by a Party under this MOU will be deemed to have been given and received by another Party: (a) immediately upon personal delivery; (b) three business days after the notice is deposited in the U.S. mail, with adequate first-class postage prepaid; or (c) the business day following facsimile or e-mail transmission, with return receipt requested and received. The following are the Parties' representatives and contact information for purposes of notices under this MOU:

UVBGSA

501 Low Gap Rd., Room 1010
Ukiah, CA 95482

MCRCD

410 Jones Street, Ste. C-3
Ukiah, CA 95482

SCWA

404 Aviation Blvd
Santa Rosa, CA 95403

CLSI

550 Gateway Drive, Suite 108
Napa, CA 94558

Any Party may change its above referenced representative or contact information by notifying the other Parties of the change.

6.5. Legal Capacity and Signatures. Each individual executing this MOU as a Party's representative represents that he or she has the legal authority to do so on that Party's behalf. This MOU and any amendments may be signed in counterparts and by facsimile or PDF signatures.

6.6. No Commitment to Actions with Environmental Impacts. The Parties do not intend to make, and nothing in this MOU makes, any commitment to any action that could cause a physical change in the environment. To the extent there is any dispute about whether any term of this MOU represents a commitment to such an action, that term will be interpreted as not involving such a commitment. No Party subject to the California Environmental Quality Act (Public Resources Code §§ 21000-21189.3 ("CEQA")) will make a commitment to any such action before conducting and completing any environmental analysis required by CEQA.

6.7. Integration. This MOU states the Parties' entire agreement concerning its subject matter and incorporates and supersedes any prior agreements, representations, negotiations or understandings concerning that subject matter.

[Signatures on the following page.]

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Carre Brown, Chair

Dated: _____

Attest:

Brandi Brown, Secretary

MENDOCINO COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]

SONOMA COUNTY WATER AGENCY

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]

CALIFORNIA LAND STEWARDSHIP INSTITUTE

By: _____
[Name]

Dated: _____

Attest:

[Name]

Approved as to Form:

[Name]



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Update on the Department of Water Resources (DWR)'s Groundwater Sustainability Plan 2027 Periodic Evaluation.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Audra Bardsley, Larry Walker Associates

ATTACHMENTS:

None

Summary:

This item provides a status update on preparation of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP) Periodic Evaluation (PE), which is required to be submitted to the Department of Water Resources (DWR) by January 28, 2027. Consistent with prior Technical Advisory Committee (TAC) recommendations and Board direction, staff is proceeding under the PE-only pathway. This item is informational only; no action is requested.

Background:

The Sustainable Groundwater Management Act (SGMA) requires groundwater sustainability agencies to submit a Periodic Evaluation at least every five years following initial GSP submittal for approved plans. The Ukiah Valley Basin GSP was submitted in January 2022 and approved by DWR in July 2023, requiring the first PE to be submitted by January 28, 2027.

At its October 15, 2025 meeting, the TAC reviewed compliance pathway options and recommended proceeding with a PE only, rather than preparing a combined Periodic Evaluation and Plan Amendment (PA). The Board of Supervisors subsequently approved the PE-only pathway at its December 15, 2025 meeting.

Work was authorized in January 2026 and in April 2026, the existing On-Call Technical Support Agreement with Larry Walker Associates (LWA) was amended to add preparation of the PE and associated Ukiah Valley Basin Integrated Hydrologic Model update tasks.

Discussion:

Under the PE-only pathway, staff and technical team members are preparing a written evaluation focused on GSP implementation progress, monitoring data, sustainable management criteria performance, projects and management actions, and incorporation of new information since plan adoption. Minor updates consistent with DWR guidance, such as addition of new representative monitoring points using established methods, may be included; no substantive GSP amendments are proposed at this time.

A draft Periodic Evaluation will be provided to TAC members in advance of the October 7, 2026 TAC meeting for technical review and input. Comments received will be incorporated into a revised draft for Board of Supervisors review ahead of the November 12, 2026 meeting. Following Board input and consideration of

public comments, technical team members will finalize the document for submittal to DWR by the January 28, 2027 deadline.

Recommended Action: Receive update.



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Status and Update of the Well Inventory Phase II Project.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Audra Bardsley, Larry Walker Associates

ATTACHMENTS:

None

Summary:

This item provides an update on progress made to date for Phase II of the Ukiah Valley Basin Well Inventory. Phase II builds on earlier inventory efforts to improve the accuracy, completeness, and usability of well data to support groundwater monitoring, modeling, and SGMA implementation. This update is informational only; no action is requested.

Background:

The Ukiah Valley Basin Groundwater Sustainability Plan identifies improvement of well construction, use, and location data as an important component of reducing data gaps and strengthening basin analyses. Phase I of the well inventory focused on compiling and reviewing available well completion records (WCRs) and improving baseline information for key categories of wells.

Phase II expands this effort by addressing remaining data gaps, reconciling inconsistencies across datasets, and improving well use classification, with particular emphasis on older wells, irrigation wells, monitoring network wells, and public supply wells. Work was authorized in January 2026 and in April 2026, the existing On-Call Technical Support Agreement with Larry Walker Associates (LWA) was amended to add the Well Inventory Phase II task.

Discussion:

Since initiation of Phase II activities at the start of 2026, significant progress has been made to improve the well inventory dataset. The technical team has manually reviewed the location and depth of wells constructed prior to 1977 and improved planned use records through verification of WCRs for wells with “other” or unknown tabulated use in the Online System for Well Completion Reports (OSWCR) database. Where planned use remains unavailable, the team has begun assigning suspected use based on available information, including identification of wells likely used for irrigation.

Work has also focused on improving public supply well data. The team has begun compiling WCRs for public supply wells operated by Ukiah Valley Water Authority member agencies and has gathered and centralized all available information for active wells operated by water suppliers not affiliated with UVWA. The team has started reconciling naming aliases and location inconsistencies for wells in the groundwater level monitoring network to ensure consistency across monitoring, sensor, reporting, and modeling datasets.

In addition, the team has initiated a process for linking well destruction reports to their corresponding construction reports, improving the ability to track well lifecycle status and reduce duplication or misclassification in the dataset.

Recommended Action: Receive update.



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Consideration of the Establishment of an Ad Hoc Committee to Identify and Develop Proposition 4 Project Opportunities.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Maya Simerson, General Manager

ATTACHMENTS:

None

Summary: Establish an Ad Hoc Committee to collaborate with staff in identifying, prioritizing, and developing Proposition 4 project opportunities that benefit the UVBGSA.

Background:

Proposition 4 funding presents a potential opportunity for the UVBGSA to advance projects that support groundwater sustainability, water supply reliability, and broader basin management objectives. These funding opportunities are expected to be released in the next year.

Given the complexity of project identification, prioritization, and grant application requirements, focused coordination between the TAC, the Board and staff is necessary to ensure the Agency is well-positioned to pursue funding.

Discussion:

Staff recommends the formation of a temporary Ad Hoc Committee to:

- Collaborate with staff to identify eligible and competitive Prop 4 project concepts
- Evaluate potential projects for regional benefit, feasibility, and alignment with the Groundwater Sustainability Plan (GSP)
- Consider opportunities for multi-benefit and multi-agency projects involving our PMAs
- Provide direction on project prioritization and readiness
- Assist in shaping funding strategies and/or partnerships

The Ad Hoc Committee would operate on a limited-term basis and focus specifically on Prop 4-related efforts. As an advisory body of less than a quorum of the Board, the committee would not be subject to the Brown Act.

Staff would support the committee by coordinating meetings, preparing materials, and conducting preliminary technical and funding analyses.

Recommended Action: Establish an Ad Hoc Committee comprised of two TAC members to work with staff in identifying, prioritizing, and developing potential Proposition 4 (Prop 4) project opportunities that provide measurable benefits to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS).



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Status Update and Discussion on Russian River Watershed Resilience Pilot- Sonoma Water.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Stephen Maples, Water Agency Engineer, Sonoma County Water Agency (Sonoma Water)

ATTACHMENTS:

None

Summary: Status Update and Discussion on Russian River Watershed Resilience Pilot- Sonoma Water.

Background:

Sonoma County Water Agency (Sonoma Water) staff will provide an overview of the Russian River Watershed Resilience Pilot and describe how it relates to groundwater sustainability efforts and opportunities for input from the GSA.

Discussion:

The Russian River Watershed Resilience Pilot, led by the Sonoma County Water Agency (Sonoma Water), is a \$2 million initiative funded by the California Department of Water Resources (DWR) to develop a climate-resilient management plan for the 1,500-square-mile watershed. The pilot study area supports over 700,000 people, 238 streams, and critical habitats for endangered salmonids. The pilot aligns with California's Water Plan Update 2023 and focuses on:

- **Climate Vulnerability Assessment:** Quantifying risks from reduced snowpack, drought, floods, and sea level rise.
- **Multi-Sector Integration:** Coordinating water supply, flood management, ecosystems, and land use planning across jurisdictional boundaries.
- **Equity-Centered Planning:** Engaging Tribes, disadvantaged communities, and agricultural stakeholders in decision-making.

The pilot program includes a vulnerability assessment specific to groundwater conditions and will incorporate recommended adaptation strategies to improve resilience of regional groundwater supplies providing an opportunity for incorporating and leveraging groundwater sustainability initiatives and projects of interest to the GSA.

Recommended Action:



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT:Update and Demonstration on the Bureau of Reclamation 2024 Grant.

PREPARED BY: Maya Simerson, Senior Management Analyst, Laurel Marcus, Ca Land Stewardship Institute (CLSI) and Ukiah GSA TAC member

PRESENTER: Laurel Marcus, Ca Land Stewardship Institute (CLSI) and Ukiah GSA TAC member

ATTACHMENTS:

None

Summary:Ca Land Stewardship Institute and the City of Ukiah received a 2024 Bureau of Reclamation grant to enhance water modeling, develop a Decision Support Tool, and support planning for a new municipal well.

Background:

Ca Land Stewardship Institute (CLSI), working in conjunction with the City of Ukiah, received a grant from the Bureau of Reclamation in 2024 to complete extensive modeling of groundwater and surface water and create an online Decision Support Tool for agricultural and municipal water managers.

The grant also funds studies to assist the City with creation of a new municipal well. CLSI has provided updates to the GSA TAC several times.

The project has completed an update of the GSA groundwater model, a topographic survey of the Russian River channel and analysis of changes in surface water availability from the loss of PVP diversions.

Discussion:

A Technical Advisory Group has met several times to provide input on the sources of data being used and the assumptions included for the modeled scenarios.

We are currently in the process of modeling various future scenarios of climate conditions, surface water supply, conservation and groundwater use and designing the DST.

Recommended Action:



**UKIAH VALLEY BASIN GSA
TECHNICAL ADVISORY COMMITTEE**

STAFF REPORT

SUBJECT: Presentation and Update Regarding Next Steps for the Facilitation Support Services (FSS) Agreement Work Via the Department of Water Resources and Stantec Consultants, and Discuss Potential Joint Meeting with the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Board in July.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Marisa Perez-Reyes, Stantec

ATTACHMENTS:

None

Summary:

Background: The Ukiah Valley Basin GSA (UVBGSA) has retained Facilitation Support Services (FSS) from the California Department of Water Resources (DWR) to carry out various support activities, that are defined in Implementation Service Plan (ISP) 79.1. Tasks include the preparation of a situation assessment and Strategic Plan, governance development, Tribal engagement and coordination, and public outreach and education. Stantec Consulting Services Inc. is the facilitator appointed by DWR to carry out the facilitation tasks. Stantec has initiated work on the situation assessment for the Strategic Plan, as well as preparation of a Technical Memorandum reviewing the GSA's governance and operational documents and an operations plan outline.

Discussion: This item is to provide a brief verbal update on the activities scoped in the ISP, with a particular emphasis on the status of activities in progress.

1. Strategic Planning

Stantec has initiated an interview process with members of the TAC and other interested parties with key knowledge about beneficial uses and users of groundwater in the Basin. It is anticipated that approximately 16 interviews will be conducted in total. The interview protocol includes questions aimed at establishing a shared vision statement for the GSA; identification of near- and longer-term goals, including success metrics and anticipated obstacles to implementation; and discussion on the attributes of successful collaboration in the region.

Following the interviews, Stantec plans to summarize themes from the situation assessment and present findings to a joint, in-person meeting of the UVBGSA Board and TAC for reactions, impressions, and feedback on how the assessment themes can inform Strategic Plan goals and tactics. Stantec will prepare a Draft Strategic Plan based on the outcomes from the joint Board-TAC meeting. The ISP assumes the Draft Strategic Plan will be presented by Stantec to the Board at a virtual meeting to review and confirm the goals and tactics identified in the Plan.

2. Governance Development

Stantec has conducted a desktop review of the GSA's governance and operational documents (inclusive of the Joint Powers Agreement, Bylaws, Memorandum of Understanding that established the TAC, as well as other materials like Board Resolutions and administrative process documents) and prepared a Technical Memorandum with considerations for potential revisions to enhance alignment and efficiency during GSP implementation. The memo was provided to the GSA Administrator and GSA legal counsel on February 2nd. The ISP assumes the Administrator will receive input from other stakeholders as appropriate, revise as

needed, and then present the Memo at a publicly noticed Board meeting. The Bylaws Review Memo includes options for preparation of a TAC Charter or amendments to the MOU to clarify items related to TAC function. If one of those options is selected, the ISP includes scope for FSS to support with that activity.

Stantec has also initiated preparation of an Operations Plan, the purpose of which is to outline the roles and responsibilities of the Administrator, GSA member agencies, TAC members, Board members, and others engaged in implementing the GSP. The Operations Plan will be provided to the Administrator who will gather feedback from stakeholders and integrate comments or feedback in a mark-up version of the document, which Stantec will support revising accordingly. It is anticipated that the GSA Administrator would present the finalized Operations Plan during a publicly noticed Board meeting.

3. Tribal Engagement and Coordination – not initiated, in favor of prioritizing activity related to governance development and strategic planning, though the nexus between Tribal engagement and those activities has been noted and is being considered as part of those activities currently in progress.

4. Public Outreach and Education – not initiated, in favor of prioritizing activity related to governance development and strategic planning

Fiscal Impact: None. Funding for FSS is provided by DWR and administered by Stantec.

Recommended Action:

UVBGSA General Manager Report

Item	Agency/ Consultant	Term	Main Focus	Status/ Comments/ Notes
Agreement	West Yost	3/10/22-12/31/25	GM duties	Transition complete; term extension to board in June for final invoices
Agreement	Larry Walker & Associates	08/2025-06/30/2026	2025 annual report	Contract renewal to be consideration on June agenda
Agreement	Larry Walker & Associates	08/2025-02/01/2027	On Call Tec Services	Amendment Executed
Agreement	MCRCD	08/2025-06/30/2026	groundwater monitoring	Contract renewal to be consideration on June agenda
Agreement	MCRCD- CDFW Grant	Term of Grant	ISW Field and Tec Support	Agreement executed; term extension on June agenda
Agreement	CLSI	08/2025-06/30/2026	surface water monitoring	Contract renewal to be consideration on June agenda
Agreement	KMTG	2022 - 6/30/2026	Legal Counsel	Contract renewal to be consideration on June agenda
Agreement	Hansford Consulting	4/23/2026-12/31/2029	Tax roll calculations & GIS map	Contract exeucted
Agreement	City of Ukiah	ongoing	Professional Services Agreement	Update GM and billing process
Project	Larry Walker & Associates	Due January 2027	Periodoc Evaluation	Work in progress
Project	Small GSA Coalition	ongoing	Engagement with the group	GM attending coalition meetings, Prop 4 tracking & workshop,
Project	Small GSA Coalition	asap	Submit FPPC form	Submitted
Project	Small GSA Coalition	asap	Update Fact Sheet	completed
Project	UVBGSA Website	ongoing	Updating	Feedback welcome
Project	Stantec	12/31/2026	ISP, FSS & Tec Memo	Work in progress
Project	DWR	asap	Update contact in portal	completed
Project	CDFW	asap	Update contact in portal	completed
Project	CDFW Grant	Due March 2028	Staff engaged to support LWA	ongoing



**UKIAH VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY (UVBGS)
TECHNICAL ADVISORY COMMITTEE (TAC)**

Regular Meeting

AGENDA

**County of Mendocino Conference Room B Board of Supervisors Chamber
501 Low Gap Road ♦ Ukiah, CA 95482**

Virtual Link: <https://us06web.zoom.us/j/89520774769>

February 11, 2026

1:00 p.m.

1. CALL TO ORDER AND ROLL CALL

The Technical Advisory Committee (TAC) to the Groundwater Sustainability Agency (GSA) met at a Regular Meeting on February 11, 2026, having been legally noticed on February 6, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/89520774769>. Chair Watts called the meeting to order at 1:02 p.m. Roll was taken with the following **Members Present**: Erin Formaker, Mendocino County Resource Conservation District; Amber Fisette, County of Mendocino; Adam Gaska, Agricultural Representative; Laurel Marcus, California Land Steward Institute; Stephen Maples, Sonoma County Water Agency (SCWA) (RCD); Javier Silva, Tribal Representative; and Chris Watt, Russian River Flood Control (RRFC). **Staff Present**: Maya Simerson, Acting General Manager; Jared Walker, City of Ukiah Water Resources Director; and Kristine Lawler, Clerk.

Note: City of Ukiah representation is pending City Council appointment.

CHAIR WATTS PRESIDING.

2. APPROVAL OF AGENDA

Motion/Second: Gaska/Fisette to approve the agenda. Motion **carried** by the following roll call votes: AYES: Formaker, Fisette, Gaska, Marcus, Seymour, and Watts. NOES: None. ABSENT: Silva. ABSTAIN: None.

Clerk announced that the TAC meeting was taking place in the Board of Supervisors Chamber due to a double-booking of conference room B, and that signs had been posted at all doors.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Dominic Blum-Gutierrez, Department of Water Resources (DWR) – Giving contact information and announcing document releases.

4. BUSINESS ITEMS

a. Discussion and Possible Nomination and Appointment of a Chair and Vice Chair of the Technical Advisory Committee (TAC) for the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS) for the 2025-26 Fiscal Year.

Presenter: Chair Watts.

No public comment was received.

Motion/Second: Gaska/Fisette to nominate and appoint Chris Watts as Chair of the Technical Advisory Committee (TAC) for the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) for the 2025-26 Fiscal Year. Motion **carried** by the following roll call votes: AYES: Formaker, Fisette, Gaska, Marcus, Seymour, Silva, and Watts. NOES: None. ABSENT: None. ABSTAIN: None.

Jared Walker, City of Ukiah Water Resources Director, responded to an inquiry from the Chair that he would prefer not to serve as Vice Chair.

Motion/Second: Fisette/Marcus to nominate and appoint Adam Gaska as Vice Chair of the Technical Advisory Committee (TAC) for the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) for the 2025-26 Fiscal Year. Motion **carried** by the following roll call votes: AYES: Formaker, Fisette, Gaska, Marcus, Seymour, Silva, and Watts. NOES: None. ABSENT: None. ABSTAIN: None.

5. **STAFF AND PARTNER UPDATES**

a. **Presentation and Update Regarding the Upper Russian River Groundwater-Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study.**

Presenters: Audra Bardsley, Larry Walk Associates, Senior Scientist.

No public comment was received.

A PowerPoint presentation was given and received.

Motion/Second: Gaska/Fisette to approve the Draft Site-Prioritization Rubric, and the Draft Table of Pre-Screened Streams and Weights for Rubric Factors. Motion **carried** by the following roll call votes: AYES: Formaker, Fisette, Gaska, Marcus, Seymour, Silva, and Watts. NOES: None. ABSENT: None. ABSTAIN: None.

b. **Presentation by Sonoma Water Regarding the Russian River Watershed Resilient Project.**

Presenters: Stephen Maples and Don Seymour, Sonoma County Water Agency (Sonoma Water)

Public Comment: Audra Bardsley.

A PowerPoint presentation was given and received.

c. **Presentation and Update Regarding Next Steps for the Facilitation Support Services (FSS) Agreement Work Via the Department of Water Resources and Stantec Consultants.**

Presenter: Marisa Perez-Reyes, Stantec.

No public comment was received.

Update was received.

Chair Directive and Member Consensus for Stantec to expand the tribal engagement coordination and public outreach and education components of the FSS.

d. **Presentation and Discussion of the Draft 2025 Annual Water Year Report and Projects & Management Actions (PMAs).**

Presenter: Audra Bardsley, Larry Walk Associates, Senior Scientist.

No public comment was received.

A PowerPoint Presentation was given and received.

6. GENERAL MANAGER'S REPORT

a. Update from the General Manager.

Presenter: Maya Simerson, Acting General Manager.

Report was received.

Chair Directive for staff to research whether Member Silva can be an Alternate on the GSA Board if the tribal representative is not available.

Public Comment: Beth Salomone.

7. CONSENT CALENDAR

a. Approval of the Minutes for the May 7, 2025, TAC Regular Meeting.

b. Approval of the Minutes for the October 15, 2025, TAC Regular Meeting.

Motion/Second: Gaska/Marcus to approve the minutes of May 7, 2025, and October 15, 2025, Regular meetings, as submitted. Motion **carried** by the following roll call votes: AYES: Formaker, Fissette, Gaska, Marcus, Seymour, Silva, and Watts. NOES: None. ABSENT: None. ABSTAIN: None..

8. 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, Conference Room #B, 501 Low Gap Rd., Ukiah, CA 95482, at 1:00 p.m.

Presenter: Chair Watt.

Committee Consensus to hold the next regular meeting on May 13, 2026, at 1:00 p.m. [at the County of Mendocino, Conference Room B, located at 501 Low Gap Road in Ukiah].

Note: The agenda improperly said April 13, 2026, but this was corrected during discussion.

Future Agenda Items:

- **Member Marcus:**
 - Update on the Bureau of Reclamation grant and the decision support tool for water management.
- **Chair Watts:**
 - Update on Facilitation Support Services (FSS)
 - Update and Direction, if needed, on Interconnected Surface Water (ISW) Study by Larry Walker.

9. ADJOURNMENT

There being no further business, the meeting adjourned at 2:28 p.m.

Kristine Lawler, CMC/CPMC
TAC Clerk

