



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

Special Meeting **AGENDA**

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

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

Or you can call in using your telephone only:

- Call (toll free) 1-669-444-9171
- Enter the Access Code: 860 7441 2428
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

August 26, 2026 - 1:00 PM

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

2. **APPROVAL OF AGENDA**

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

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

4. **DISCUSSION AND POSSIBLE ACTION ITEMS**

- 4.a. Review, Discuss, and Consider Approval of the Ukiah Valley Basin Groundwater Sustainability Agency's Amended and Restated Governing Documents, and Make Any Associated Recommendations to Staff.

Recommended Action: Adopt the Resolution Approving Amended and Restated Joint Powers Agreement and Bylaws, and Approve the New MOU Technical Advisory Committee (TAC) for the Ukiah Valley Groundwater Sustainability Agency.

Attachments:

1. JPA-Bylaws-MOU
2. Template Resolution
3. UVBGSA Resolution

- 4.b. Receive Update on the Ukiah Valley Basin Sustainability Agency's Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study.

Recommended Action: Receive update from staff and consultants on the Upper Russian River Groundwater Dependent Ecosystem and Interconnected Surface Water Study.

Attachments: None

- 4.c. Receive Update on the Ukiah Valley Groundwater Sustainability Agency's Groundwater Sustainability Plan 2027 Periodic Evaluation.

Recommended Action: Receive update from the technical team on preparation of the 2027 Groundwater Sustainability Plan Periodic Evaluation.

Attachments: None

- 4.d. Consideration of Adoption of the Ukiah Valley Basin Groundwater Sustainability Agency Strategic Plan.

Recommended Action: Adopt the Ukiah Valley Basin Groundwater Sustainability Agency Strategic Plan and/or provide alternate direction to the UVBGSA General Manager.

Attachments:

1. Item 4.d DRAFT_Ukiah Strategy Document_2026_v4

5. **CONSENT CALENDAR**

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

- 5.a. Approval of the Minutes for the June 11, 2026, UVBGSA Regular Meeting.

Recommended Action: Approve the Minutes for the June 11, 2026, UVBGSA Regular Meeting.

Attachments:

1. 2026-06-11 GSA Draft Minutes

- 5.b. Approval of the Minutes for the July 10, 2026, UVBGSA Special Meeting.

Recommended Action: Approve the Minutes for the July 10, 2026, UVBGSA Special Meeting.

Attachments:

1. 2026-07-10 GSA Draft Minutes - Special Meeting

- 5.c. Consider Providing Authorization for General Manager to Execute a Professional Services Agreement with Larry Walker Associates for Technical Support Services with a Total Amount Not to Exceed of \$105,000.

Recommended Action: Authorize the General Manager to execute the Professional Services Agreement with Larry Walker Associates (LWA) to provide additional technical services in support of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP) in an amount not to exceed \$105,000.

Attachments:

1. 2026-07-20 DRAFT UVBGSA Agreement with Larry Walker Associates for Technical Support Services FY 2026-27
2. UVBGSA-LWA On Call Tech Support FY 26-27 Budget and Scope

6. **STAFF AND PARTNER UPDATES**

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

Recommended Action: Receive updates and provide direction if needed.

Attachments:

1. GM Report
2. UVBGSA 2027 General Calendar
3. Final Report MCRCD to UVBGSA FY25-26
4. UVBGSA Fact Sheet 6 2026
5. UVBGSA Financial Report

6. CLSI GSA Discharge Report 2026

6.b. Updates from GSA Legal Counsel.

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

- 7.a. Discussion and Consideration of Future Agenda Items and Scheduling of Next Meeting Date with Meeting to be Held at the County of Mendocino, Board of Supervisors Chamber, 501 Low Gap Rd., Ukiah, CA 95482, at 1:00 p.m.

Recommended Action: Consensus to hold the next regular meeting on the scheduled date of November 12, 2026, at 1:00 p.m. at the Supervisors Chamber, located at 501 Low Gap Rd., Ukiah, CA, or to schedule another day of the Board's choosing.

8. **ADJOURNMENT**

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

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

Kristine Lawler, CMC
Dated: 8/19/26



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

STAFF REPORT

SUBJECT: Review, Discuss, and Consider Approval of the Ukiah Valley Basin Groundwater Sustainability Agency's Amended and Restated Governing Documents, and Make Any Associated Recommendations to Staff.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Maya Simerson, General Manager

ATTACHMENTS:

1. JPA-Bylaws-MOU
2. Template Resolution
3. UVBGSA Resolution

Summary: The Ukiah Valley Basin Groundwater Sustainability Agency ("UVBGSA") Board of Directors ("Board") will review and discuss potential amendments and updates relating to the UVBGSA's governing documents and associated resolution.

Background: On May 13, 2026, the Board of Directors ("Board") gave direction to Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) staff ("Staff") to complete final drafts of targeted amendments to the agency's Joint Powers Agreement ("JPA"), Bylaws, and Memorandum of Understanding for the Technical Advisory Committee ("TAC MOU"). On June 11, 2026, the Board gave further direction to Staff to complete final drafts of the amended governing documents for the Board's approval at a future meeting. The purpose of this agenda item is to present those amendments to the Board for review, approval, and further direction.

The UVBGSA requested a technical memorandum from Stantec to evaluate the Agency's governing documents, including the JPA, the Bylaws, and TAC 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. Stantec's technical memorandum, together with preliminary redline amendments, was presented to the Board and the TAC and identified recommended updates concerning the membership and governance of the UVBGSA.

The Board followed the TAC's recommendations and directed Staff to develop the recommended amendments to the JPA, Bylaws, and TAC MOU. The recommended amendments are discussed below.

Discussion: Staff, in coordination with legal services, has incorporated all targeted items into the attached updated documents for the Board's final review. (Attachment 1, Exhibits A-E)

Joint Powers Agreement. The following are key updates presented in the proposed Amended and Restated JPA, including: (1) replacement of the Upper Russian River Watershed Authority with the Ukiah Valley Water Agency; (2) alignment of the TAC membership with Board seats; (3) recognition of the Yokayo Tribe as representing Tribal interests within the basin; and (4) transition of the UVBGSA's accounts and fiscal responsibilities from the County of Mendocino to the City of Ukiah. (Attachment 1, Exhibits A & B)

Importantly, the proposed Amended and Restated JPA can only take effect following the independent approval of the UVBGSA's member agencies. To that end, the UVBGSA has developed a recommended resolution

template for the member agencies to use in approving the amendments. (Attachment 2)

The Amended and Restated JPA is currently scheduled to take effect January 1, 2027. Accordingly, Staff recommends that the Board authorize Staff to coordinate with the member agencies in adopting their respective resolutions and then return with those resolutions and any additional recommended amendments at the next meeting for the Board's final review and any further direction.

Bylaws. The proposed Amended and Restated Bylaws are designed to bring the Bylaws into alignment with the proposed Amended and Restated Joint Powers Agreement. (Attachment 1, Exhibits C & D)

Unlike the JPA, the proposed Amended and Restated Bylaws can be approved and adopted by a simple majority vote of the Board. Accordingly, Staff recommends that the Board adopt the proposed Amended and Restated Bylaws with an effective date of January 1, 2027.

TAC MOU. The proposed TAC MOU similarly contains edits to align with the proposed Amended and Restated JPA and Bylaws, including replacing the previous parties with the UVBGSA's member agencies. (Attachment 1, Exhibit E)

Like the Bylaws, the proposed TAC MOU can be approved by a majority vote of the Board. Accordingly, Staff recommends that the Board approve the proposed TAC MOU, terminate the existing version, and direct Staff to execute the TAC MOU with the member agencies.

Staff recommends the Board review and approve the items presented today or provide Staff with further direction.

Recommended Action: Adopt the Resolution Approving Amended and Restated Joint Powers Agreement and Bylaws, and Approve the New MOU Technical Advisory Committee (TAC) for the Ukiah Valley Groundwater Sustainability Agency.

Amended and Restated
Joint Powers Agreement ~~Forming of~~ the Ukiah Valley Basin
-Groundwater Sustainability Agency

Commented [JW1]: Note: This document is for the purpose of tracking changes, and a clean/polished version will be prepared upon further review by the member agencies. Please ensure any edits made to this document are reflected with tracked changes.

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This Amended and Restated 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; ~~and the Russian River Flood Control and Water Conservation Improvement District ("RRFC"),~~ which are ~~together~~ referred to herein individually as a "Member" and collectively as "Members," under which the Members agree for the purposes of forming a joint powers agency, to be known as the Ukiah Valley Basin Groundwater Sustainability Agency, to serve as jointly exercise the powers of the Ukiah Valley Basin 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 page shall be effective as of January 1, 2027.

Recitals

A. The Agency was formed pursuant to the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017.

B. The Agency's Members have determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect gained operational experience and current governance procedures.

C. The Agency's Members have further determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect the voluntary withdrawal of the Upper Russian River Water Agency as a Member, effective July 7, 2025, including the addition of the Ukiah Valley Water Authority as a new Member.

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~~A.D.~~ D. 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 51005-1-00~~) and ~~Partti~~ 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 groundwater basin.

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~~B.E.~~ E. 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.F.~~ F. Section ~~10720.7+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.

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G. The Ukiah Valley basin (designated basin number 1-52 inm Bulletin 118; -the

"Basin") is designated as a medium-priority basin.

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~~D.H.~~ The Agency's groundwater sustainability plan for the Basin was approved by the California Department of Water Resources on July 27, 2023.

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

~~F.J.~~ 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.

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~~G.K.~~ Based on the foregoing legal authority, the Members desire to ~~create-execute this Amended and Restated Joint Powers Agreement, which shall supersede the original Joint Powers Agreement as of the Effective Date a joint powers agency~~ for the purpose of jointly exercising ~~taking~~ all powers and taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

~~H.L.~~ 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 Amended and Restated Joint Powers Agreement.

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 Agency's Board of Directors that shall serve as the governing body of the Agency as established by pursuant to Article 7 of this Agreement of this Agreement.

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

~~1.7.1.6.~~ "Committee" shall mean any committee established pursuant to Article ~~11~~ Twelve ~~(12)~~ of this Agreement.

1.7. ~~"Director(s)" means the individual(s) appointed to be on the Agency's Board pursuant to Article 7.3 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 means the individual appointed to pursuant to Article 13.1 of this Agreement.~~

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

~~1.11.1.12.~~ "GSP" shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023 a groundwater sustainability plan.

~~1.12.1.13.~~ "Member(s)" means the public agencies that are jointly exercising the powers of the Agency as provided in Article 6 of this Agreement 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

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Commented [JW2]: Better to use a single defined term.

Commented [MS3]: I read this as relating to article 11?

Commented [JW3R2]: Article 11 is correct. Some of the internal references may be off because of the edits we are making. When we finalize these changes for further review and approval of the member agencies, part of our process includes verifying all cross-references.

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Commented [JW4]: We previously used "director" and "board member." Let's stick to director because that easily distinguishes the individuals from the "Members," which are the agencies.

Commented [MS5]: I think this was supposed to be 7.3?

Commented [JW5R2]: 7.3 is correct.

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this Agreement, including any new members, as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

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

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

Commented [JW6]: Not used.

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

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

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~~1.17.1.14.~~ "Special Project" means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

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~~1.18.1.15.~~ "Stakeholder Director" means a stakeholder within the Basin ~~a Director appointed pursuant to Article 6 of this Agreement that represents stakeholder interests.~~

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~~1.19. "State" means the State of California.~~

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Article 2. ~~Creation of a Separate Entity~~ Adoption of this Agreement and Agency Boundaries

2.1. Upon the ~~effective date of this Agreement~~ Effective Date, the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017, shall be superseded in its entirety and replaced with this Agreement. ~~("Agency") is hereby created. Pursuant to the provisions of the Act, the~~ The Agency shall be a public agency separate from its members. The principal office shall be provided for in the agency's Bylaws, including as amended.

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~~ the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 17 of this Agreement or otherwise superseded by a new agreement.

Article 4. Purpose of the Agency and this Agreement

4.1. The purpose of this Agreement is to amend and restate the Joint Powers Agreement of the Agency and to continue the jointly exercising the powers of the Agency as a separate public agency and as the GSA for the Basin ~~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 ~~and adopt~~ and implement a GSP for the Basin ~~the GSP~~ 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 ~~GSP~~.

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 the~~ 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-development~~ and implementation of ~~thea~~ GSP ~~for the Basin.~~

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

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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~~Board 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~~Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending ~~the Agency's~~ meetings or any committee of the Agency in performing the duties of their office, subject to ~~Board of Directors~~Board policy and budget authorization, and provided that they are not receiving compensation for their participation from any other source.

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 the GSPn~~, 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~~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.~~

Commented [MS8]: Replace with UVWA

Commented [JW8R2]: This section is no longer needed. See the new Article 6.1 below.

6.1. ~~Members. The Members of the Agency shall consist of the public agencies that have executed this Agreement and that have not withdrawn or terminated their involvement in the Agency as set forth in this Agreement and make up the Stakeholder Directors for the Board.~~

6.2. ~~New Members.~~ Additional ~~Parties-public agencies~~ 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,

6.2. (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~~Board: (1) be a resident of ~~Mendocino-the~~ County of Mendocino; and (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 ~~seven~~7ix 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, ~~Yokayo Tribe~~, and the Hopland Reservation.

7.1.3. ~~Relationship of Members. The Upper Russian River Water AgencyUkiah Valley Water Authority is a JOintjoint 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 AgencyUkiah 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 AuthorityUpper 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~~

Commented [MS9]: I was just trying to tie this to section 7.6 & 7.7?

Commented [JW9R2]: In the context of a Joint Powers Agreement, "members" usually refers to the member agencies that have executed the agreement and whose existing powers are being exercised to govern the joint powers agency. The "directors" and the "members" do not have to align.

Including a reference to the stakeholder directors may cause some confusion in this regard, so we suggest omitting language here regarding the stakeholders.

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Commented [MS10]: checking with Jared Walker on this section

Commented [JW10R2]: Removing per J. Wlaker on 7/21

Commented [JW11]: This was only in here previously because of the relation of RRFC to URRWA. Does a similar relationship exist between RRFC and UVWA?

~~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~~Board. 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 of ~~this Agreement~~, are reserved to and shall be exercised by and through the ~~Board of Directors~~Board, except as may be expressly delegated to the ~~Executive Director~~General Manager or others pursuant to this Agreement, ~~the Agency's~~ Bylaws, including as amended, or by specific action of the ~~Board of Directors~~Board.

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-Chair or General Manager 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) ~~s~~Stakeholder Director shall be chosen by the Member Directors to represent agricultural interests within the ~~Ukiah Valley Groundwater~~ Basin. This Stakeholder Director shall meet the qualifications as described in 7.1.2. (a). This Stakeholder Director 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, including as amended, 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) One (1) Tribal Stakeholder Director shall be chosen by the Member Directors to represent Tribal interests within the Basin. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the ~~six (6)~~ 7 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. 7.3.3 Alternate Directors. Each Member Director and Stakeholder Director may also appoint-nominate one (1) Alternate Director to the Board of Directors, and an Alternate Director shall be appointed for each Stakeholder Director. Alternate Member Directors shall be and appointed in the same manner provided in Article 7.3.1. Alternate Stakeholder Directors shall be nominated and appointed in the same manner provided in Article 7.3.2(a) and (b). All Alternate Directors shall be appointed in the same manner as set forth in Section~~

~~7.3. Alternate Directors shall have no vote, and 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 Director is not present, the~~

Page 10 of 18

Commented [MS12]: the stakeholders directors are the ag and tribe so no need to add tribe again right?

Commented [JW12R2]: That is correct. I added language to 7.3.2.(b) above to mirror the ag director.

Commented [JW13]: Do we want the appointment of alternates to be a requirement?

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Commented [MS14]: this isn't really supported with a straight forward process.

Commented [JW14R2]: I revised the language to clarify that alternates are chosen in the same manner as the director to whom they are an alternate. Thus, alternate member directors will be appointed by that governing board by resolution, and alternate stakeholder directors will be appointed by the stakeholder nomination and GSA board approval process.

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Alternate ~~Board-Member~~Director shall be entitled to participate in all respects as a ~~regular-Board-~~
~~Member~~Director.

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~~7.5.7.4.~~ Terms of Office. The term of office for each ~~member of the Agency's Board of Directors~~ Director is two (2) years. Each ~~member of the Board of Directors~~ Director shall serve at the pleasure of the appointing Member and may be removed from the ~~Board of Directors~~ Board by the appointing members at any time. If at any time a vacancy occurs on the ~~Board of Directors~~ Board, a replacement shall be appointed to fill the unexpired term of the previous ~~Board Member~~ Director, pursuant to ~~Article~~ Article 7 of this Agreement 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.~~ 7.5 Removal of Board Members ~~Directors.~~ ~~Board Members~~ Directors and Alternate ~~Board Members~~ Directors shall serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. A ~~Board Member~~ Director that no longer meets the qualifications set forth in section.

7.1 is automatically removed from the Agency ~~Board of Directors~~ Board. Additionally, absenteeism and/or unethical/improper conduct may warrant removal from the governing board. 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~~ Director, the Alternate ~~Board Member~~ Director shall serve as a ~~Board Member~~ Director until a new ~~Board Member~~ Director is appointed by the Member. Members must submit any changes in ~~Board Member~~ Director or Alternate ~~Board Member~~ Director positions to the ~~Chair or General Manager~~ 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.

~~7.7.7.5.~~ 7.6 Vacancies. A vacancy on the ~~Board of Directors~~ Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in ~~Section Article~~ Section Article 7.5 of this Agreement, 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 Article~~ Section Article 7.5 of this Agreement. 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 Article~~ Section Article 7.3 of this Agreement, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in ~~Article~~ Section 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the ~~Board of Directors~~ Board or ~~Executive Director~~ General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term has expired they may continue to hold office until a 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.

~~7.8.7.6.~~ 7.7 Adjustment to Composition of the Board of Directors ~~Board.~~ 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~~ 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~~

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Commented [MS15]: can we remove the 'initial meeting' as its already happened?

Commented [JW15R2]: Removed previous Article 8.1 for "initial meeting."

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.

8.2.8.1. Time and Place. ~~The Board shall hold regular meetings at least quarterly, in accordance with Article 3.1 of the Bylaws, including as it may be amended from time to time. 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.~~

Commented [JW16]: Revised this to reference the Bylaws. This will allow flexibility for the GSA to make changes because it can approve bylaw changes by a majority vote, without needing to touch the JPA.

Commented [MS17]: I think we removed the time from the bylaws so we need to add it back and use 1pm or remove this part of the statement here.

Commented [JW17R2]: I used broader language to be more flexible.

8.3.8.2. 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~~ Directors and Alternate ~~Board-Members~~ Directors may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws, but note that appearing in person is necessary to achieve a quorum of the Board per Article-Section 9.1.

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

Article 9. ~~Board-of-Directors~~ Board Voting

9.1. Quorum. A majority of the members appearing in person at a meeting of the ~~Board-of-Directors~~ Board 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~~ Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the ~~Board-of-Directors~~ Board shall require the affirmative vote of a simple majority of all Directors ~~participating~~ 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~~ Board 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~~ Board.

Article 10. Officers

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

I 0.1.1. The Chairman shall preside at all Board Meetings.

I 0.1.2. The Vice-Chairman shall act in place of the Chairman at meetings should the Chairman be absent.

I 0.1.3. The ~~Clerk~~ Secretary shall keep minutes of all meetings of the ~~Board-of-Directors~~ Board 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~~ Board.

10.1.4. All Officers shall be chosen at the first ~~Board-of-Directors~~ Board 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.

Commented [MS18]: Match to ByLaws

Commented [JW18R2]: I used "Directors" in both documents. As amended, "Member" is now only used to refer to the member agencies.

Article 11. Committee Formation

11.1. Internal Committee Formation. There shall be established such internal committees as the ~~Board of Directors~~Board 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~~Board, and shall make recommendations to the ~~Board of Directors~~Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The ~~Board of Directors~~Board 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~~Board shall encourage the active involvement of the advisory committee(s) ~~prior to and during~~ the development and implementation of the ~~Groundwater Sustainability Plan~~GSP. ~~The~~~~Board of Directors~~Board will ensure that at least one (1) member from the ~~Board of Directors~~Board 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~~Board 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 ~~and~~ ; one (1) representative ~~each~~ for ~~each of~~ the Agricultural Stakeholder ~~Director s~~ and the Tribal Stakeholder ~~Directors~~; ~~at least one (1) representative from the Sonoma County Water Agency; and at least one (1) representative from the Mendocino County Resource Conservation District~~. The technical advisory committee shall meet as directed by the ~~Board of Directors, and~~Board and shall make recommendations to the ~~Board of Directors~~Board as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between ~~the Agency and the Members, ... (match the JPA), 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~~~~City of Ukiah~~ shall act as ~~Treasurer and Controller for the Agency~~~~The Agency's Treasurer role shall be performed in accordance with Article 6.3 of the Bylaws, including as it may be amended from time to time. 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~~Board may appoint legal counsel as it deems appropriate.

Article 13. ~~Executive Director~~General Manager

13.1. Appointment. The ~~Board of Directors~~Board may hire a ~~General Manager~~ ✱

Commented [MS19]: I'm still trying to figure some of this stuff out but I think the GSP is complete. Should this section be modified to reflect that?

Commented [JW19R2]: In my previous round of revisions, I defined "GSP" to mean the GSA's adopted GSP and I added a recital indicating that the GSP was approved. I also removed other language suggesting that the GSP had not yet been developed. However, I kept language regarding the "development and implementation" of the GSP, as those things continue with respect to periodic evaluations, 5-year updates, and plan amendments.

Commented [JW20]: This would not include the Ag/Tribal Stakeholders because they are not Member agencies. If we want those interests to be parties to the MOU, we would need to identify an individual or agency who will execute the MOU.

Commented [JW21]: Are these treated as separate rolls? Or should we just use Treasurer? If separate, are there any other distinctions between these rolls that should be noted here?

Commented [MS21R2]: checking with city finance director

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

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

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

13.4. Staff. The ~~Executive-Director~~General Manager 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~~Board. 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~~Board Approval. The ~~Board of Directors~~Board 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~~Board shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. ~~The Agency shall be funded through any mechanism allowed by law, including grant funding, assessments, charges, fees, or other mechanisms authorized by SGMA, Proposition 26, Proposition 218, or other applicable law. 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 also 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).~~

Commented [MS22]: should this section be updated to reflect the rate and fee study and new revenue structure?

Commented [JW22R2]: See revisions.

Commented [JW23]: Do member agencies make such voluntary contributions?

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-article~~ 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~~Board. 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~~Board.

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~~The Board of Directors~~Agency~~ shall ~~draft and approve~~maintain Bylaws of the Agency to govern day-to-day operations of the Agency.

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

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

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

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

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

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

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

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

[Signature Pages Below]

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

COUNTY OF OCI, NO
7-1, t, -

By: JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: 1-8-2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]

Deputy: 1-8-2017

Date: _____

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

Date: APR 18 2017

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 4-11-17

DEPARTMENTAL REVIEW:

[Signature]
DEPARTMENT HEAD

FISCAL REVIEW

[Signature]
Deputy CEO/Fiscal

INSURANCE

RISK

ALAN D. FLORA
RISK MANAGER

EXECUTIVE REVIEW:
APPROVAL RECOMMENDED

[Signature]
CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER

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

CITY OF UKIAH

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

5-10-17
Date

BY: Sgt. S. Jim

5-10-17
Date

CITY MANAGER

ATTEST

Kristine Lander

5-10-17

CITY CLERK _____ 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.~~

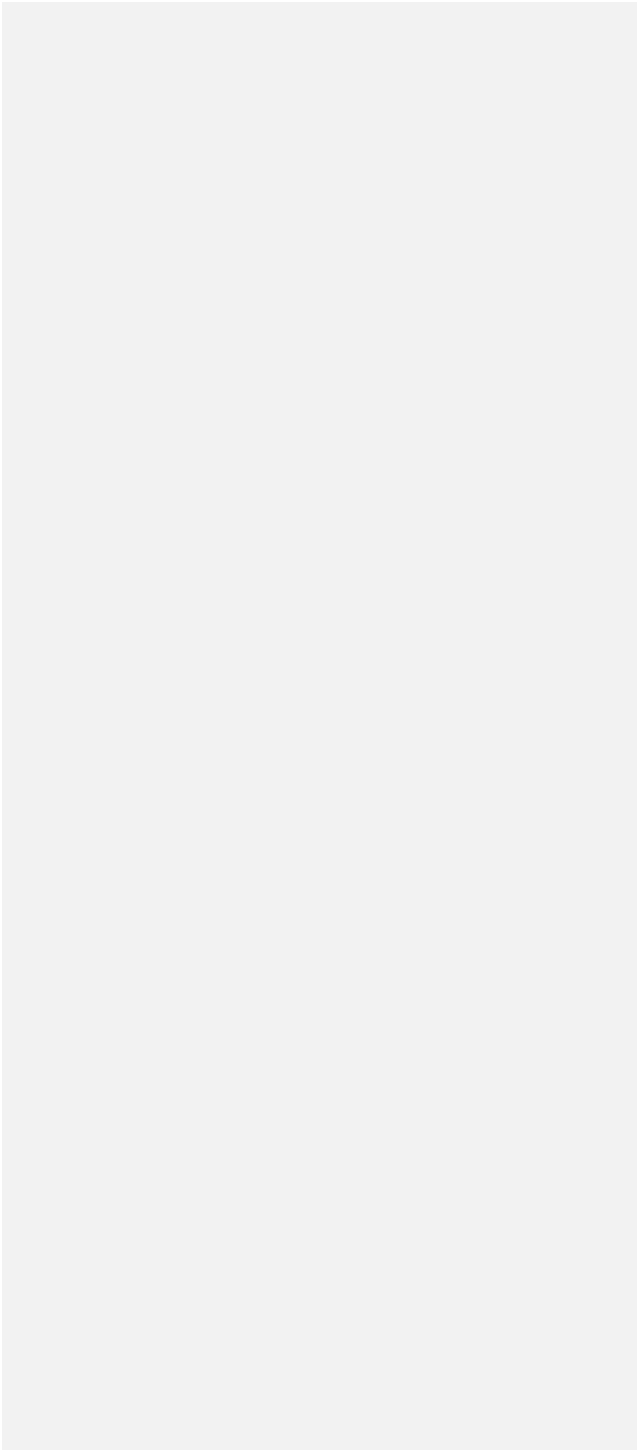
~~Upper Russian River Water Agency~~

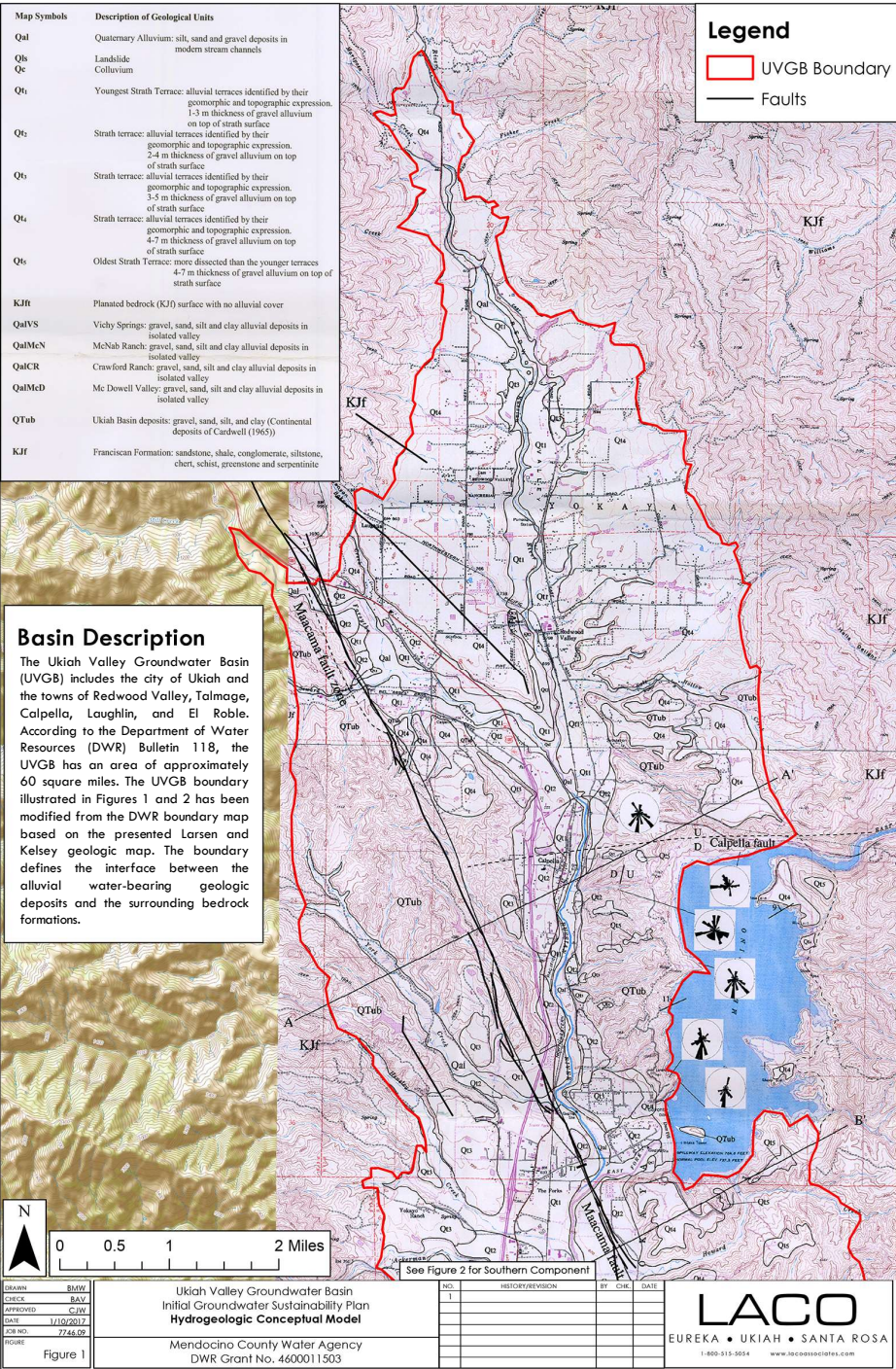
~~By: _____~~

~~Jeny Cardoza, President~~

~~Board of Directors~~

Date: 4-5-17





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

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into by and among the Ukiah Valley Water Authority (“UVWA”), a joint powers authority; the City of Ukiah, a municipal corporation; the County of Mendocino, a political subdivision of the State of California; and the Russian River Flood Control and Water Conservation Improvement District (“RRFC”), which are referred to herein individually as a “Member” and collectively as “Members,” under which the Members agree to jointly exercise the powers of the Ukiah Valley Basin Groundwater Sustainability Agency. This Agreement shall be effective as of January 1, 2027.

Recitals

A. The Agency was formed pursuant to the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017.

B. The Agency’s Members have determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect gained operational experience and current governance procedures.

C. The Agency’s Members have further determined that the original Joint Powers Agreement should be amended and restated in its entirety to reflect the voluntary withdrawal of the Upper Russian River Water Agency as a Member, effective July 7, 2025, including the addition of the Ukiah Valley Water Authority as a new Member.

D. 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 § 4999), Part 5.1 (commencing with § 5100) and Part 5.2 (commencing with § 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 groundwater basin.

E. 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.

F. 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.

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

H. The Agency’s groundwater sustainability plan for the Basin was approved by the California Department of Water Resources on July 27, 2023.

I. The Members have determined that the sustainable management of the Basin pursuant to SGMA is best be achieved through the cooperation of the Members continuing to operate as a joint powers agency.

J. 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.

K. Based on the foregoing legal authority, the Members desire to execute this Amended and Restated Joint Powers Agreement, which shall supersede the original Joint Powers Agreement as of the Effective Date for the purpose of jointly exercising all powers and taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin, as required by SGMA.

L. 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 Amended and Restated Joint Powers Agreement.

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” means the Agency’s Board of Directors that shall serve as the governing body of the Agency pursuant to Article 7 of this Agreement.

1.6. “Committee” shall mean any committee established pursuant to Article 11 of this Agreement.

1.7. “Director(s)” means the individual(s) appointed to be on the Agency’s Board pursuant to Article 7.3 of this Agreement.

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

1.9. “Fiscal Year” means July 1 through June 30.

1.10. “General Manager” means the individual appointed to pursuant to Article 13.1 of this Agreement.

1.11. “GSA” shall mean a groundwater sustainability agency.

1.12. “GSP” shall mean the Ukiah Valley Basin Groundwater Sustainability Plan, approved by the California Department of Water Resources on July 27, 2023.

1.13. “Member(s)” means the public agencies that are jointly exercising the powers of the Agency as provided in Article 6 of this Agreement.

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

1.15. “Stakeholder Director” means a stakeholder within the Basin appointed pursuant to Article 7 of this Agreement.

ARTICLE 2 ADOPTION OF THIS AGREEMENT AND AGENCY BOUNDARIES

2.1. Upon the Effective Date, the original Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017, shall be superseded in its entirety and replaced with this Agreement. The Agency shall be a public agency separate from its members. The principal office shall be provided for in the agency’s Bylaws, including as amended.

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 the Effective Date and shall continue in full force and effect until terminated pursuant to the provisions of Article 17 of this Agreement or otherwise superseded by a new agreement.

ARTICLE 4 PURPOSE OF THE AGENCY AND THIS AGREEMENT

4.1. The purpose of this Agreement is to amend and restate the Joint Powers Agreement of the Agency and to continue the jointly exercising the powers of the Agency as a separate public agency and as the GSA for the Basin. The purpose of the Agency is to (a) develop and implement the GSP 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 GSP.

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.

5.2.2 To develop and implement the GSP pursuant to SGMA.

5.2.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency; and development and implementation of the GSP.

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

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.

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 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 Directors and TAC members for the actual amounts of reasonable and necessary expenses incurred, up to \$100 per meeting, in attending Agency meetings or any committee of the Agency in performing the duties of their office, subject to Board policy and budget authorization, and provided that they are not receiving compensation for their participation from any other source.

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 implementation of the GSP, 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. Members. The Members of the Agency shall consist of the public agencies that have executed this Agreement and that have not withdrawn or terminated their involvement in the Agency as set forth in this Agreement.

6.2. New Members. Additional public agencies 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. The Board shall be composed of six (6) Directors consisting of the following representatives:

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: (1) be a resident of the County of Mendocino; and (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. 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 7 Tribes exercising jurisdiction over Indian lands within the Basin identified as Redwood Valley Rancheria, Coyote

Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, Yokayo Tribe, and the Hopland Reservation.

7.2. Duties of the Board. 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 of this Agreement, are reserved to and shall be exercised by and through the Board, except as may be expressly delegated to the General Manager or others pursuant to this Agreement, the Agency's Bylaws, including as amended, or by specific action of the Board.

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 Chair or General Manager 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 Director shall be chosen by the Member Directors to represent agricultural interests within the Basin. This Stakeholder Director shall meet the qualifications as described in 7.1.2(a). This Stakeholder Director 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, including as amended, 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) One (1) Tribal Stakeholder Director shall be chosen by the Member Directors to represent Tribal interests within the Basin. The Member Directors shall confirm the nomination for the Tribal Stakeholder Director submitted by the 7 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.

7.3.3 Alternate Directors. Each Member Director and Stakeholder Director may also nominate one (1) Alternate Director to the Board. Alternate Member Directors shall be and appointed in the same manner provided in Article 7.3.1. Alternate Stakeholder Directors shall be nominated and appointed in the same manner provided in Article 7.3.2(a) and (b). 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. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. If the Director is not present, the Alternate Director shall be entitled to participate in all respects as a Director.

7.4. Terms of Office. The term of office for each Director two (2) years. Each Director shall serve at the pleasure of the appointing Member and may be removed from the Board by the appointing members at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the unexpired term of the previous Director, pursuant to Article 7 of this Agreement 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.

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

7.6. Vacancies. A vacancy on the Board shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Article 7.5 of this Agreement, 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 Article 7.5 of this Agreement. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed, as set forth in Article 7.3 of this Agreement, unless the Alternate Director is already serving as a Member Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Article 7.3 of this Agreement. Members shall submit any changes in Director or Alternate Director positions to the Board or General Manager by written notice, signed by an authorized representative of the Member. If a Director or Alternate Director's term has expired, they may continue to hold office until a 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.

7.7. Adjustment to Composition of the Board. 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 Board to accurately reflect groundwater production within the boundaries of the authority.

ARTICLE 8 AGENCY MEETINGS

8.1. Time and Place. The Board shall hold regular meetings at least quarterly, in accordance with Article 3.1 of the Bylaws, including as it may be amended from time to time.

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

applicable laws, but note that appearing in person is necessary to achieve a quorum of the Board per Article 9.1.

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

ARTICLE 9 BOARD VOTING

9.1. Quorum. A majority of the members appearing in person at a meeting of the Board 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 Director shall have one (1) vote. Except as otherwise specified in this Agreement, all affirmative decisions of the Board shall require the affirmative vote of a simple majority of all Directors participating in voting on a matter of Agency business; provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. The Board 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.

ARTICLE 10 OFFICERS

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

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

10.1.4 All Officers shall be chosen at the first Board 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 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, and shall make recommendations to the Board on the various activities of the Agency.

11.2. External Advisory Committee Formation. The Board 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 Basin. The Board shall encourage the active involvement of the advisory committee(s) during the development and implementation of the GSP. The Board will ensure

that at least one (1) member from the Board 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 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 and one (1) representative each for the Agricultural Stakeholder Director and the Tribal Stakeholder Director. The technical advisory committee shall meet as directed by the Board and shall make recommendations to the Board as requested. The role and responsibilities of the technical advisory committee will be established in a Memorandum of Understanding between the Agency and the Members.

ARTICLE 12 TREASURER AND LEGAL COUNSEL

12.1. Treasurer. The Agency's Treasurer role shall be performed in accordance with Article 6.2 of the Bylaws, including as it may be amended from time to time.

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

ARTICLE 13 GENERAL MANAGER

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

13.2. Duties. The General Manager shall be the Chief Administrative Officer of the Agency, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Agency. The General Manager shall have the powers designated in the Bylaws, including as amended.

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

13.4. Staff. The General Manager 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. 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 Approval. The Board 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 Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year.

15.2. Agency Funding and Contributions. The Agency shall be funded through any mechanism allowed by law, including grant funding, assessments, charges, fees, or other mechanisms authorized by SGMA, Proposition 26, Proposition 218, or other applicable law. The Agency may also be funded through additional voluntary contributions by all Members.

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 Article 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 article 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. 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.

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:
15 I 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
Ukiah Valley Water Authority, 300 Seminary Avenue, Ukiah, CA 95482

18.3. Bylaws. The Agency shall maintain Bylaws of the Agency to govern day-to-day operations of the Agency.

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

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

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

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

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

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

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

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

[Signature Pages Below]

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

COUNTY OF MENDOCINO

By: _____

Name: _____

Title: _____

Date: _____

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

ATTEST

[Name]

By: _____

Date: _____

**COUNTY COUNSEL REVIEW
APPROVED AS TO FORM**

By: _____

Name: _____

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

[NAME], Clerk of said Board

By: _____

Date: _____

DEPARTMENT FISCAL REVIEW

By: _____
DEPARTMENT HEAD

FISCAL REVIEW

By: _____
Deputy CEO/Fiscal

**INSURANCE REVIEW:
RISK MANAGER**

By: _____
[Name]
RISK MANAGER

**EXECUTIVE REVIEW:
APPROVAL RECOMMENDED**

By: _____
[Name]
CHIEF EXECUTIVE OFFICER

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

CITY OF UKIAH

By: _____

Date: _____

Name: _____

By: _____

Title: _____

ATTEST

By: _____

Date: _____

Title: _____

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

Russian River Flood Control and Water Conservation Improvement District

By: _____

Date: _____

Name: _____

Title: _____

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

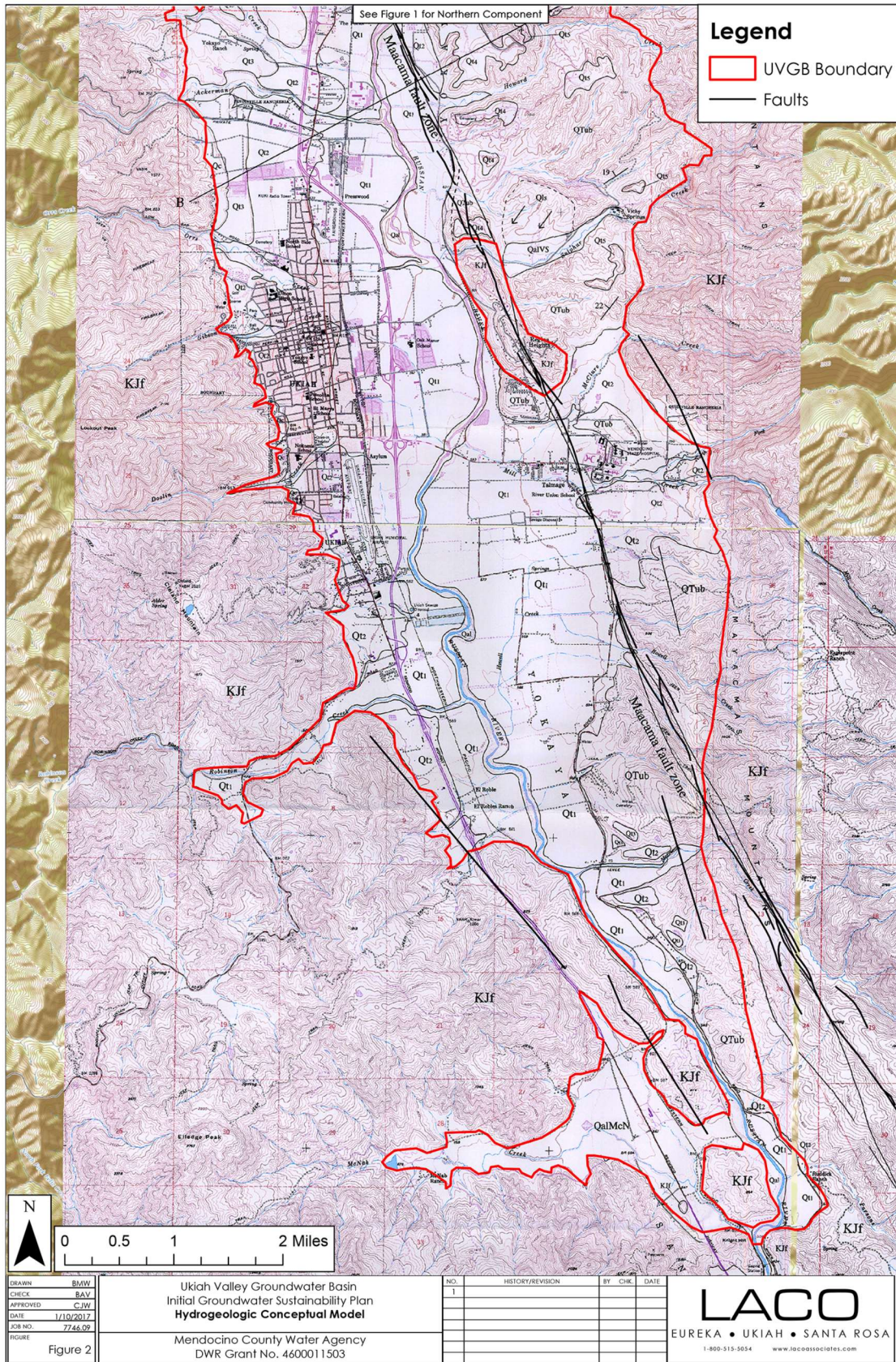
Ukiah Valley Water Authority

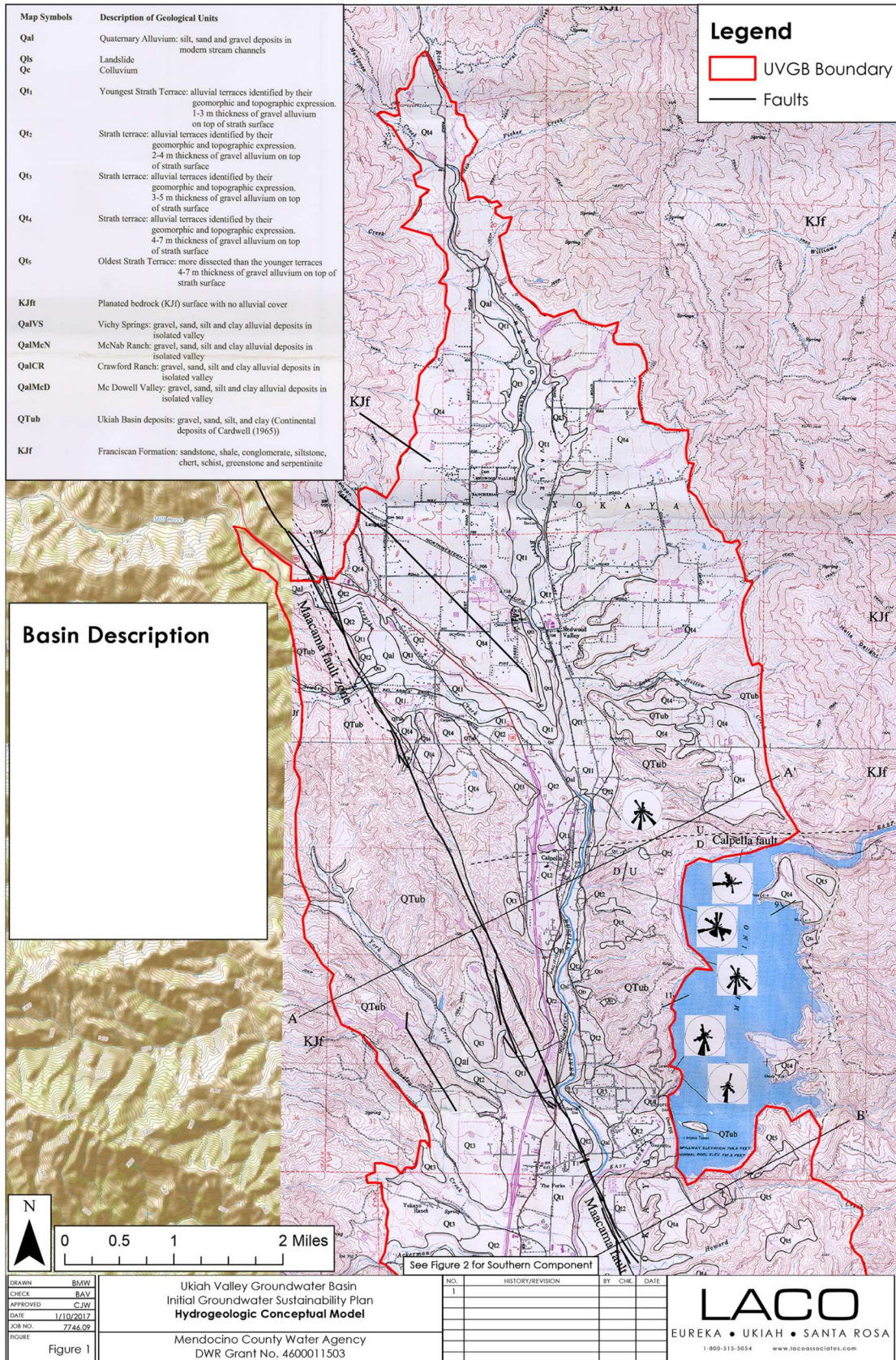
By: _____

Date: _____

Name: _____

Title: _____





UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY



AMENDED AND RESTATED BYLAWS

Effective as of January 1, 2027

Commented [JW1]: Note: The purpose of this document is to track substantive changes to the Bylaws. There may be formatting issues. A clean/polished version will be prepared upon further review by the member agencies. Please always track change when making edits.

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PREAMBLE

The Ukiah Valley Basin Groundwater Sustainability Agency adopted its first Bylaws governing its organization and operations on November 9, 2017. The Board of Directors ("Board") has determined that the Bylaws should be amended and restated in their entirety to reflect gained operational experience and current governance procedures. Accordingly, these Amended and Restated Bylaws shall supersede and replace the previously adopted Bylaws effective on January 1, 2027. 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 governed by these Bylaws ~~Agency created by the Agreement~~ shall be the Ukiah Valley Basin Groundwater Sustainability ~~Agency~~ and shall be referred to herein as "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~~ 300 Seminary Avenue, 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~~ these Bylaws and the Agency's joint powers agreement, as amended ("JPA"), and as otherwise provided by law.

ARTICLE 2. BOARD OF DIRECTORS APPOINTMENT AND REMOVAL 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.~~

2.12 PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS ~~APPOINTMENT.~~

2.2.1 Appointment. ~~Each of the Agency's members described in the Member Agency JPA ("Members")~~ is responsible for appointing a ~~Board Member~~ Director and an ~~Alternate Board Member~~ Director, pursuant to its own procedures and authorities. The appointment shall be made by ~~r~~Resolution.

2.2 NOTIFICATION, 2.2.2 Notification. ~~Each Member Agency shall notify the other Members the Agency when it appoints or changes its Board Member Director and/or Alternate Board Member Director.~~

2.2.3 Tribal Member TRIBAL DIRECTOR. ~~The six (76)~~ Tribes within the Ukiah Valley identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, Yokayo Tribe, and the Hopland Reservation, shall submit a letter nominating a

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Commented [JW2]: Made edits to use "director" consistently, rather than also using "member" or "board member"

Commented [JW2R2]: With these edits, "member" is used only to refer to member agencies.

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~~Tribal~~ Director and Alternate ~~Tribal~~ Director. The Board shall ~~confirm~~ consider appointing the nominee at a regular meeting and shall appoint the Tribal Director and Alternate Tribal Director upon simple majority vote of all Members.

2.2.4. Agricultural Member ~~AGRICULTURAL DIRECTOR~~. The ~~Agricultural Member Director~~ shall meet the qualifications as described in Section 7.1.2(a) of the JPA Agreement. The ~~Members Agricultural Director~~ shall be selected from a list of ~~three (3)~~ nominationsees submitted ~~from by~~ the Mendocino County Farm Bureau ("MCFB"), but the ~~three (3)~~ nominees need not be a member of ~~the organization~~ the MCFB. The MCFB shall submit a nomination letter and completed applications ~~for~~ all ~~three 3~~ nominees. The MCFB must use the application approved by the ~~Board~~ Board and set forth of ~~Directions in~~ (Appendix A hereto). 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 Director and alternate member~~ upon a simple majority vote of all Member ~~Directors~~s.

2.5 REMOVAL OF DIRECTORS. ~~Directors and Alternate Directors serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. Tribal Directors and Agricultural Directors that no longer meet the qualifications set forth in Section 7.1 of the JPA will be automatically removed from the Board and may be reappointed by a simple majority vote of the Board. Upon removal of a Director, the Alternate Director shall serve as the Director until a new Director is appointed. Directors may also be removed in accordance with Article 3.7 of these Bylaws.~~

ARTICLE 3. BOARD MEETINGS

3.1 MEETINGS. ~~The Board shall hold regular meetings at least quarterly. Regular meetings shall be held on the third Thursday of the months of March, June, August, and November at 1:00 p.m. at Mendocino County Board of Supervisors Chambers, 501 Low Gap Road, Room 1070, Ukiah, CA 95482. The Board may from time to time change the date, time, frequency, or location of its meetings or cancel a regular meeting as necessary. Any such change shall be made and noticed in accordance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.) ("Brown Act"). 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, provided that the meeting agenda is posted at least 24 hours before the meeting. Board meetings shall be conducted in compliance with all applicable laws, and as further specified herein. Regular mMeeting agendas shall be posted 72 hours before each meeting in compliance with the requirements of the Ralph M. Brown Act.~~

3.2 QUORUM. In determining a quorum as defined by Section 9.1 of the JPA 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.

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Commented [JW3]: The Bylaws do not specify the procedures for appointing an Alternate Ag Director. The GSA website has a vacancy for an Alt Tribal Director, but not Ag. The only reference to an alternate Ag Director was in the last sentence of this section, but it is not clear whether the Alt Ag Director would require 3 separate nominations. Remove alternate from this altogether pending further discussion.

Commented [JW3R2]: Per M. Simerson 7/20: Adam to check on this

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Commented [JW4]: Before finalizing, all references to the JPA will be double-checked, as those references could change when the member agencies make edits.

Commented [JW5]: This will be included upon finalizing.

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Commented [JW6]: Removing "may be removed" because we say just before that removal is "automatic."

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Commented [MS7]: Meetings have been at 1pm?

Commented [MS7R2]: Remove time reference.

Commented [JW8]: Revised this language per M. Simerson on 7/29.

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.~~

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

3.3.67 Directors' Reports.

~~3.3.7 Staff Updates, including, but limited to, General Manager Reports and Legal Counsel 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 a 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~~Clerk. All other actions of the Board shall be ~~by motion recorded~~recorded by motion in written minutes. ~~The A~~ clerk, or the Chair in ~~an~~the 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, and it is encouraged that all Alternate Directors attend meetings to stay informed of Board actions and developments. Board Directors must notify their Alternate Directorss to participate at a Board meeting on their behalf in the event that a Director is unable to attend. If a D~~irector

Commented [JW9]: Moved Staff Updates to follow Director's reports per M. Simerson's comment on 7/20.

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does not participate in ~~three (3)~~ consecutive meetings, ~~they will~~ may be automatically removed. Upon such an event, the Board may take action at the next meeting following the third consecutive absence, by a simple majority vote of the other Directors, finding that there was good cause for the consecutive absences and that the Director should not be removed. If no such finding is made, the Alternate Director will serve in the removed Director's place until a new Director is appointed. -

Commented [JW10]: If it's automatic, then no further Board action is needed. However, "may" suggests that Board action is necessary in order to determine whether automatic removal is warranted. Please see revised language.

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ARTICLE 4. OFFICERS

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

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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 ~~2two~~ Directors are nominated for any one office, voting occurs until a nominee receives a simple 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 ~~2two~~ years after the election. Thereafter, each Officer shall serve a term of ~~2two~~ 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~~themselves 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.~~

Commented [JW11]: Moved this up to Article that is applicable to Directors.

4.34. REMOVAL OF OFFICERS. Prior to the expiration of their term, an ~~O~~fficer may be removed only by a simple majority vote of the ~~B~~oard or as a result of resignation, removal from or replacement on the ~~B~~oard ~~of directors, including for missing three consecutive meetings,~~ or by operation of law.

4.45 VACANCIES. Any Officer 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 by~~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~~Director until a new ~~Board member~~Director is appointed. Members ~~shall~~ shall submit ~~give notice of~~ any changes in Director or Alternate Director positions to the Board ~~_of Directors and~~ Executive Director~~General Manager~~ ~~by written notice~~in writing signed by an authorized representative from the Member. The written notice ~~d~~ must include a rResolution of the governing board of the Member directing such change in the Director or Alternative Director position.

4.56 RESIGNATION OF OFFICERS. Any Officer may resign at any time by giving written notice to the ~~Board Chair or Secretary~~ General Manager. 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.

4.67 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 ~~them~~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.

4.6.2 Vice-Chair ~~of the Board~~. The Vice-Chair ~~of the Board~~ shall fulfill all the duties of the Chair in ~~the Chair's his/her~~ absence and exercise and perform such other powers and duties as may be assigned to ~~him/her~~them by the Board ~~or prescribed by these Bylaws~~.

4.6.3 ~~Secretary~~Clerk. The ~~Secretary~~Clerk shall perform duties assigned by the Board, ~~such duties shall include~~ing, 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~~them by the Board ~~or prescribed by these Bylaws~~.

4.78 ~~OPTIONAL COMPENSATION OF DIRECTORS~~ OFFICERS. ~~Compensation shall be paid to Directors, including members of the Technical Advisory Committee, as provided in Section 5.2.14 of the JPA.~~
~~OPTIONAL STIPEND. Per TAC recommendation of \$100 per meeting.~~

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~~Directors to facilitate conduct of its work. Temporary Board Committees will have a specific charge and operational duration not to exceed ~~six~~ months and are

Commented [JW12]: Note that this is different than vacancies, which requires notice to the Board and GM. The GSA may wish to re-consider to whom each type of notice under these Bylaws should be directed.

Commented [MS13]: Remove or replace with clerk of the board?

Commented [JW13R2]: I replaced with Clerk, assuming there isn't a separate "secretary" position.

Commented [JW14]: Any compensation for officers?

Commented [JW14R2]: Pending response from my email to M. Simerson on 7/30.

Commented [MS15]: Hold on this pending 6/30 tribal meeting.

Commented [JW15R2]: Please advise of any results from the 6/30 meeting.

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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 ~~up to 2 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~~ their work and may function for up to ~~six months~~ 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.

Commented [JW16]: Consider limiting to 2. If the "subset" is large enough to be a quorum of the Board, it will be subject to the Brown Act.

5.3 ADVISORY COMMITTEES. Pursuant to Section 11 of the ~~Agreement~~ JPA, 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 ~~Advisory~~ 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 ~~Advisory~~ 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-Director~~ or Agency employee attends and participates in each advisory committee meeting.

~~_____~~ 5.3.4 Any ~~A~~ advisory ~~C~~ 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~~ JPA, 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 ~~or remove any other~~ committees of the Board or ~~the members of these committees~~ committee members.

5.3.5 Advisory ~~C~~ committees shall meet at the call of their respective committee chairs. All ~~A~~ advisory ~~C~~ committee meetings shall be conducted in accordance with the ~~Ralph M.~~ Brown Act (~~California Government Code sections 54950 et seq.~~). Minutes of ~~Advisory C~~ 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~~ JPA there shall be established ~~and maintained a T~~ technical ~~A~~ advisory ~~C~~ 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.

Commented [MS17]: Align with TAC MOU and to match Board Seats.

5.4.1 The ~~T~~technical ~~A~~advisory ~~C~~committee shall be comprised of ~~at least one~~ ~~(1)~~ representative ~~for~~ each Member; ~~one (1)~~ representative for ~~each of the~~ Agricultural ~~Stakeholder~~Director; ~~and 1 representative for~~ ~~s and the Tribal Stakeholder~~Director~~s~~, or as otherwise described in Section 11.3 of the JPA. ; ~~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.~~

Commented [JW18]: By using "at least," there is no limit. The GSA should consider whether to impose a limit, or keep it at 1.

5.4.2 The ~~T~~technical ~~A~~advisory ~~C~~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 ~~T~~technical ~~A~~advisory ~~C~~committee will be established in a Memorandum of Understanding between the Agency ~~and the Members, including as it may be amended from time to time the Mendocino County Resource Conservation District, the Sonoma County Water Agency, and the California Land Stewardship Institute.~~

5.4.4~~3~~ Additional Members to the ~~T~~technical ~~A~~advisory ~~C~~committee may be added by recommendation of the Board, followed by an amendment ~~to~~of the ~~Memorandum of Understanding~~TAC MOU signed by all parties.

5.4.5~~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~~JPA, 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 ~~or remove~~ any ~~other~~ committees of the Board or ~~committee~~the members ~~of these committees.~~

5.4.6~~5~~ The Technical ~~A~~advisory ~~C~~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 ~~Technical Advisory~~ Ccommittee meetings shall be recorded and distributed upon approval to the Board.

5.4.7~~6~~ In the event that a ~~T~~technical ~~A~~advisory ~~C~~committee includes a quorum of the Board ~~of Directors, including A~~alternate ~~Directorss~~, then all meetings of that committee shall be noticed and treated as joint meetings of the ~~T~~technical ~~A~~advisory ~~C~~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~~role, Agency administration and management will be determined by resolution of the ~~B~~board. The Agency ~~intends to initially may~~ utilize a collaborative staffing model ~~under~~in which the professional,

Commented [JW19]: Now that the Agency is operating, we can remove language like "intends to."

administrative, and technical staff of one or more Members voluntarily provide services to, or coordinate with, the Agency. Any such staffing support or services provide by a Member's staff shall be subject to that Member's authorization and shall remain under the direction and control of that Member's designated management personnel, and these Bylaws shall not authorize the Board to direct, supervise, assign duties to, or otherwise exercise control over the staff of a Member absent a separate agreement between the Agency and that Member. the member agencies work together to provide staff leadership, management and administration of the agency. The Board may, 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 these Bylaws and the JPA, as amended Agreement.

6.3 TREASURER. The Treasurer shall be the depository and have custody of all Agency funds, securities, and other financial assets, and shall provide strict accountability for Agency funds in accordance with Government Code Sections 6505 and 6505.5. The Treasurer shall possess the powers of, and perform the functions required by, Government Code Sections 6505, 6505.5, and all other applicable laws and regulations, including any amendments thereto. The Treasurer shall comply with all applicable provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.

6.3.1 Appointment of Treasurer. The Finance Director of the City of Ukiah shall serve as the Treasurer of the Agency. The Treasurer may designate staff to perform ministerial duties under the Treasurer's direction; however, such designation shall not relieve the Treasurer of the responsibilities imposed by law or these Bylaws.

6.3.2 Treasurer's Duties. The Treasurer shall be responsible for the custody, management, and oversight of the Agency's financial assets, including, but not limited to, the following:

i. Custody of Funds. Receive, safeguard, and maintain custody of all Agency funds and financial assets.

ii. Deposits and Disbursements. Deposit Agency funds in approved depositories and authorize or cause the disbursement of Agency funds in accordance with Board-approved budgets, contracts, policies, and applicable law.

iii. Cash and Investment Management. Manage the Agency's cash flow, banking relationships, investments, and liquidity in accordance with applicable law and any investment policies adopted by the Board.

iv. Financial Reporting to the Board. Provide the Board with a quarterly Treasurer's Report summarizing the Agency's cash position, investment activity, and budget-to-actual revenues and expenditures for the current fiscal year, or such other financial information as the Board may request.

v. Statutory Compliance. Ensure compliance with all statutory duties assigned to the Treasurer under the California Government Code and other applicable laws.

Commented [DB20]: I'm not sure what this is or how it's intended to work. The staff of the City works for the City Manager and can only be directed by that office. An expectation otherwise would be inappropriate.

Past practice has been for staff to be available to governing body members (e.g. City Council) for meetings, to answer questions, and to work on special projects together, but that remains the at the discretion of the City Manager.

Commented [JW20R2]: Please see revisions addressing these concerns.

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6.4 CONTROLLER. The Controller manages the accounting and financial and managerial reporting for the Agency.

6.4.1 Appointment of Controller

The Treasurer shall appoint a Controller to serve at the pleasure of the Treasurer. The Controller may be an employee of the City of Ukiah and shall be responsible for the Agency's accounting and financial reporting functions under the general direction of the Treasurer.

6.4.2 Controller's Duties. The Controller shall be responsible for maintaining the Agency's accounting records and financial reporting, including, but not limited to, the following:

i. Books and Records. Keep and maintain, or cause to be kept and maintained, complete and accurate books and records of the Agency's financial transactions, including accounts of assets, liabilities, revenues, expenditures, fund balance, net position, capital assets, and other financial information customarily reflected in governmental financial statements. The books and records shall be available for inspection by any Director at reasonable times.

ii. Accounting and Financial Reporting. Prepare or cause to be prepared the Agency's financial statements, accounting records, journal entries, reconciliations, and other financial reports in accordance with generally accepted accounting principles (GAAP) and applicable governmental accounting standards.

iii. Internal Controls. Establish and maintain appropriate accounting procedures and internal controls to safeguard Agency assets and ensure accurate financial reporting.

iv. Annual Audit Coordination. Coordinate the Agency's annual independent financial audit. The audit shall be performed by an independent Certified Public Accountant selected by the Treasurer in accordance with City of Ukiah procurement policies and applicable law, including Government Code Section 6505(b). The Controller shall serve as the primary liaison to the independent auditor and coordinate the preparation of the Agency's Annual Financial Report and any required management responses.

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 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 City of Ukiah shall act as Treasurer for the Agency.

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Commented [JW21]: This is redundant. See Article 6.3.3

Commented [DB22]: The City's Treasurer does not perform the functions of Treasurer as outlined herein. The City's Finance Director is responsible for these.

Commented [JW22R2]: Unless the City objects, I will revise this Article 6.3 as Treasurer duties, rather than Treasurer and Controller, and the City's Finance Director will assume the role as the GSA's Treasurer. The only separate roll for the Controller was causing the independent audit to be made

~~6.3.21.1 Treasurer's Duties. Particularly, the Treasurer's duties include, shall perform, but are 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 AgreementJPA, 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 basisbasis, 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.~~

~~6.3.22.1 Independent Audit. The annual independent audit will be conducted or coordinated by the Mendocino CountyCity of Ukiah Finance Director through the use ofusing a third party independent Auditor pursuant to Government Code section 6505(b).~~

6.54 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~~.

6.65 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, and shall be in accordance with Article 13 of the AgreementJPA.~~

ARTICLE 7. FINANCES

7.1 DEPOSIT AND DISBURSEMENT OF FUNDS. The Treasurer shall deposit, invest, manage, and disburse Agency funds in accordance with applicable law and the Agency's policies. The Treasurer may maintain Agency funds in one or more accounts established exclusively for the Agency or may include such funds in the City of Ukiah's pooled cash and investment accounts for purposes of cash management, investment, and facilitating timely receipts and disbursements. If Agency funds are included in the City's

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Commented [JW24]: The GSA may want to consider adding duties for the Controller, as we do with the Treasurer above.

Commented [JW24R2]: Similar comment on the JPA: Do the Controller and Treasurer remain as distinct roles?

Commented [JW25]: Removing language from this section that applied prior to the GSA operating and adopting its GSP.

pooled accounts, the Treasurer shall maintain separate and accurate accounting records identifying the Agency's cash balance, transactions, investment earnings, and other amounts attributable to the Agency. 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 the budgeted or contracted amount 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 of the Agency. 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 when necessary and appropriate during the fiscal 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 adopt all City of Ukiah financial and procurement policies and utilize the County of Mendocino City of Ukiah procurement process for professional services, including use of the Agency County's contract boilerplate, legal review and contract administration. All contracts for public projects (as defined in Public Contract Code section 22002(c)) performed by the Agency shall be procured in accordance with the Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.) and the current version of the Cost Accounting Policies and Procedures Manual issued by the California Uniform Construction Cost Accounting Commission. All contracts shall 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 The Agency may shall be funded through (i) additional voluntary contributions by all Members; (ii) fees or charges and as otherwise provided for in in Chapter 8 of SGMA the Sustainable Groundwater Management Act (commencing with Section 10730 of the Water Code) and other applicable law; and/or (iii) grant funding (commencing with Section 10730 of the Water Code).

ARTICLE 8. SPECIAL PROJECTS

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

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Commented [DB26]: What is the agency's fiscal year? July to June?

Commented [JW26R2]: July 1 through June 30.

Commented [JW27]: The reference to the City's procurement process was inserted when the agency was at its infancy, but the GSA may wish to reconsider this language as it may limit procurement options/processes that could otherwise be available to the GSA.

We also that the GSA must use the City's procedures, but then we say that the GSA must use its own boilerplate.

Commented [MS28]: KTMG verify contract boilerplate is updated to current laws and standards.

Commented [MS29]: Insert the opt in to CUPACCA

Commented [JW30]: This is always the case. Not needed here.

Commented [JW31]: Since we use "or," we can keep voluntary contribution here, even though members are not currently contributing.

8.2 MEMBER--SPECIFIC PROJECTS. In addition to the general activities jointly 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 jointly undertaken project that involves less than all the Members~~

8.2.1 ~~PROJECT-Project AGREEMENT~~Agreement. Prior to jointly undertaking any project or litigation that does not involve all Member ~~Agenciesrs~~, 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~~JPA. Each Project Agreement shall provide specific terms and conditions in accordance with Section 14.3 of the ~~Agreement~~JPA.

~~8.3 B8.2.2 Board Approval. OARD OF DIRECTORS APPROVAL.~~ The Board ~~of Directors~~ shall have the authority to disapprove any Project Agreement ~~for~~ upon a determination that the Project Agreement has specific, substantial adverse impacts ~~upon on~~ 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-JPA~~ 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 ~~shall~~will keep the following at its principal office:

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 ~~theits~~ Board, ~~and~~ any of the Agency's committees, ~~and advisory committees, if any.~~

10.1.3 Approved ~~r~~Resolutions and ~~a~~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.

Commented [JW32]: Adding "jointly" to clarify that this applies to projects jointly undertaken by the member agencies, and not the GSA's own projects which may lack approval from some Members.

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Commented [JW33]: Removed "and of the Board" because it doesn't appear to add anything. The Agency's "Adequate and correct books and records of account" necessarily apply to Board activities.

Commented [JW34]: Since this says "may," we can keep it here as an option.

A records retention policy could be useful to help the narrow which records would need to be produced in the case of litigation or a PRA request. However, that usually is only the case where the records retention policy is diligently and routinely followed.

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

Commented [JW35]: Let us know if there has been any further development of such a policy. If not, the language can stay the same.

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 including that~~ the Agency shall adopt ~~an ethics policy as well as a~~ Conflict of Interest ~~C~~ode ~~as required and as provided by the implementing regulations of the Political Reform Act.~~

Commented [JW36]: I have not been able to find a conflict of interest code. An "ethics code/policy," is not required, but a Conflict of Interest Code is required. The FPPC has a conflicts code that the GSA can adopt by reference. Please let me know if you would like Kronick's assistance preparing that policy.

ARTICLE 12. AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board duly adopted upon ~~a simple~~ majority of the Board at ~~a 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~~Members. 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-capitalized~~ terms shall have the same meaning ascribed to them in the ~~Agreement~~JPA. If any term of these Bylaws conflicts with any term of the ~~Agreement~~JPA, the ~~Agreement's~~JPA's terms shall prevail, ~~in which case and~~ these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the ~~Agreement~~JPA requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws.

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY



AMENDED AND RESTATED BYLAWS

Effective as of January 1, 2027

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PREAMBLE

The Ukiah Valley Basin Groundwater Sustainability Agency adopted its first Bylaws governing its organization and operations on November 9, 2017. The Board of Directors ("Board") has determined that the Bylaws should be amended and restated in their entirety to reflect gained operational experience and current governance procedures. Accordingly, these Amended and Restated Bylaws shall supersede and replace the previously adopted Bylaws effective on January 1, 2027.

ARTICLE 1 THE AGENCY

1.1. NAME OF AGENCY. The name of the agency governed by these Bylaws shall be the Ukiah Valley Basin Groundwater Sustainability Agency and shall be referred to herein as "Agency."

1.2. OFFICE OF AGENCY. The principal office of the Agency shall be at 300 Seminary Avenue, 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 these Bylaws and the Agency's joint powers agreement, as amended ("JPA"), and as otherwise provided by law.

ARTICLE 2 APPOINTMENT AND REMOVAL OF DIRECTORS

2.1. APPOINTMENT. Each of the Agency's members **described in the JPA ("Members") is responsible for appointing a Director and an Alternate Director, pursuant to its own procedures and authorities. The appointment shall be made by resolution.**

2.2. NOTIFICATION. Each Member shall notify the other Members when it appoints or changes its Director and/or Alternate Director.

2.3. TRIBAL DIRECTOR. The 7 Tribes within the Ukiah Valley identified as Redwood Valley Rancheria, Coyote Valley Reservation, Pinoleville Pomo Nation, Potter Valley Rancheria, Guidiville Rancheria, Yokayo Tribe, and the Hopland Reservation, shall submit a letter nominating a Tribal Director and Alternate Tribal Director. The Board shall consider appointing the nominee at a regular meeting and shall appoint the Tribal Director and Alternate Tribal Director upon simple majority vote of all Members.

2.4. AGRICULTURAL DIRECTOR. The Agricultural Director shall meet the qualifications as described in Article 7.1.2(a) of the JPA. The Agricultural Director shall be selected from a list of 3 nominees submitted by the Mendocino County Farm Bureau ("MCFB"), but the 3 nominees need not be a member of the MCFB. The MCFB shall submit a nomination letter and completed applications for all 3 nominees. The MCFB must use the application approved by the Board and set forth in Appendix A hereto. The Board shall consider the nominees at a regular meeting of the Board and may interview the nominees. The Board shall appoint the Agricultural Director upon a simple majority vote of all Members.

2.5. REMOVAL OF DIRECTORS. Directors and Alternate Directors serve at the pleasure of their appointing Member's governing board and may be removed or replaced at any time. Tribal Directors and Agricultural Directors that no longer meet the qualifications set forth in Article 7.1 of the JPA will be automatically removed from the Board and may be reappointed by a simple majority vote of the Board. Upon removal

of a Director, the Alternate Director shall serve as the Director until a new Director is appointed. Directors may also be removed in accordance with Article 3.7 of these Bylaws.

ARTICLE 3 BOARD MEETINGS

3.1. MEETINGS. The Board shall hold regular meetings at least quarterly. Regular meetings shall be held on the third Thursday of the months of March, June, August, and November at 1:00 p.m. at Mendocino County Board of Supervisors Chambers, 501 Low Gap Road, Room 1070, Ukiah, CA 95482. The Board may from time to time change the date, time, frequency, or location of its meetings or cancel a regular meeting as necessary. Any such change shall be made and noticed in accordance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.) ("Brown Act"). Special meetings of the Board may be called by the Chair or any 4 directors by written request, provided that the meeting agenda is posted at least 24 hours before the meeting. Board meetings shall be conducted in compliance with all applicable laws, and as further specified herein. Regular meeting agendas shall be posted 72 hours before each meeting in compliance with the Brown Act.

3.2. QUORUM. In determining a quorum as defined by Article 9.1 of the JPA, 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 Agenda Items, including any appropriate combination of consent items, regular business items, public hearing items or closed session items.

3.3.6 Directors' Reports.

3.3.7 Staff Updates, including, but limited to, General Manager Reports and Legal Counsel Reports.

3.3.8 Adjournment.

3.4. AGENDA. Members may submit items for the agenda at a minimum of 7 days prior to the publication of the agenda for any regular meeting. The agenda shall be published 72 hours prior to a regular meeting and 24 hours prior to a special 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 Clerk. All other

actions of the Board shall be recorded by motion in written minutes. A clerk, or the Chair in the 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 Directors attend and actively participate in all Board meetings, and it is encouraged that all Alternate Directors attend meetings to stay informed of Board actions and developments. Directors must notify their Alternate Directors 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 3 consecutive meetings, they will be automatically removed. Upon such an event, the Board may take action at the next meeting following the third consecutive absence, by a simple majority vote of the other Directors, finding that there was good cause for the consecutive absences and that the Director should not be removed. If no such finding is made, the Alternate Director will serve in the removed Director’s place until a new Director is appointed.

ARTICLE 4 OFFICERS

4.1. OFFICERS. The Officers of the Agency are the Chair, Vice-Chair, and Clerk, as provided for in Article 10 of the JPA. 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 2 years hence, nominations for the Officers will be made and seconded by a Director. If more than 2 Directors are nominated for any one office, voting occurs until a nominee receives a simple 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 2 years after the election. Thereafter, each Officer shall serve a term of 2 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 themselves and may serve any number of consecutive or non-consecutive terms.

4.3. REMOVAL OF OFFICERS. Prior to the expiration of their term, an Officer may be removed only by a simple majority vote of the Board or as a result of resignation, removal from or replacement on the Board, including for missing three consecutive meetings, or by operation of law.

4.4. VACANCIES. Any Officer vacancy because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed by 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 Director until a new Director is appointed. Members shall give notice of any changes in Director or Alternate Director positions to the Board and General Manager in writing 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.

4.5. RESIGNATION OF OFFICERS. Any Officer may resign at any time by giving written notice to the Chair or General Manager. 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.

4.6. RESPONSIBILITIES OF OFFICERS.

4.6.1 Chair. The Chair shall preside at meetings of the Board and exercise and perform such other powers and duties as may be assigned to them 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.

4.6.2 Vice-Chair. The Vice-Chair shall fulfill all the duties of the Chair in the Chair's absence and exercise and perform such other powers and duties as may be assigned to them by the Board or prescribed by these Bylaws.

4.6.3 Clerk. The Clerk shall perform duties assigned by the Board, including, 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 them by the Board or prescribed by these Bylaws.

4.7. COMPENSATION OF DIRECTORS. Compensation shall be paid to Directors, including members of the Technical Advisory Committee, as provided in Article 5.2.14 of the JPA.

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 2 Directors to facilitate conduct of its work. Temporary Board Committees will have a specific charge and operational duration not to exceed 6 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 up to 2 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 their work and may

function for up to 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 Article 11 of the JPA, the Board may establish 1 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 Advisory 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 Advisory 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 1 Director 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 JPA, 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 or remove any committees of the Board or committee members.

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 Brown Act. Minutes of Advisory Committee meetings shall be recorded and upon approval shall be distributed to the Board.

5.4. TECHNICAL ADVISORY COMMITTEE. Pursuant to Article 11 of the JPA there shall be established and maintained 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 1 representative for each Member; 1 representative for the Agricultural Director; and 1 representative for the Tribal Director, or as otherwise described in Article 11.3 of the JPA.

5.4.2 The Technical Advisory Committee shall meet as directed by the Board, and shall make recommendations to the Board 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 and the Members, including as it may be amended from time to time.

5.4.4 Additional Members to the Technical Advisory Committee may be added by recommendation of the Board, followed by an amendment to the TAC MOU signed by all parties.

5.4.5 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 JPA, 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 or remove any committees of the Board or committee members.

5.4.6 The Technical Advisory Committee may meet at the call of their respective committee chair. All advisory committee meetings shall be conducted in accordance with the Brown Act. Minutes of Technical Advisory Committee meetings shall be recorded and distributed upon approval to the Board.

5.4.7 In the event that a Technical Advisory Committee includes a quorum of the Board, including Alternate Directors, then all meetings of that committee shall be noticed and treated as joint meetings of the Technical Advisory Committee and the Board.

ARTICLE 6 AGENCY ADMINISTRATION, MANAGEMENT AND STAFFING

6.1. COLLABORATIVE MANAGEMENT. Except for the Agency's Treasurer role, Agency administration and management will be determined by resolution of the Board. The Agency may utilize a collaborative staffing model under which the professional, administrative, and technical staff of one or more Members voluntarily provide services to, or coordinate with, the Agency. Any such staffing support or services provided by a Member's staff shall be subject to that Member's authorization and shall remain under the direction and control of that Member's designated management personnel, and these Bylaws shall not authorize the Board to direct, supervise, assign duties to, or otherwise exercise control over the staff of a Member absent a separate agreement between the Agency and that Member. The Board may adopt such staffing solutions as it determines appropriate to meet the Agency's needs and are consistent with the terms of these Bylaws and the JPA, as amended.

6.2. TREASURER. The Treasurer shall be the depository and have custody of all Agency funds, securities, and other financial assets, and shall provide strict accountability for Agency funds in accordance with Government Code Sections 6505 and 6505.5. The Treasurer shall possess the powers of, and perform the functions required by, Government Code Sections 6505, 6505.5, and all other applicable laws and regulations, including any amendments thereto. The Treasurer shall comply with all applicable provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.

6.2.1 Appointment of Treasurer. The Finance Director of the City of Ukiah shall serve as the Treasurer of the Agency. The Treasurer may designate staff to perform ministerial duties under the

Treasurer's direction; however, such designation shall not relieve the Treasurer of the responsibilities imposed by law or these Bylaws.

6.2.2 Treasurer's Duties. The Treasurer shall be responsible for the custody, management, and oversight of the Agency's financial assets, including, but not limited to, the following:

i Custody of Funds. Receive, safeguard, and maintain custody of all Agency funds and financial assets.

ii Deposits and Disbursements. Deposit Agency funds in approved depositories and authorize or cause the disbursement of Agency funds in accordance with Board-approved budgets, contracts, policies, and applicable law.

iii Cash and Investment Management. Manage the Agency's cash flow, banking relationships, investments, and liquidity in accordance with applicable law and any investment policies adopted by the Board.

iv Financial Reporting to the Board. Provide the Board with a quarterly Treasurer's Report summarizing the Agency's cash position, investment activity, and budget-to-actual revenues and expenditures for the current fiscal year, or such other financial information as the Board may request.

v Statutory Compliance. Ensure compliance with all statutory duties assigned to the Treasurer under the California Government Code and other applicable laws.

6.3. CONTROLLER. The Controller manages the accounting and financial and managerial reporting for the Agency.

6.3.1 Appointment of Controller

The Treasurer shall appoint a Controller to serve at the pleasure of the Treasurer. The Controller may be an employee of the City of Ukiah and shall be responsible for the Agency's accounting and financial reporting functions under the general direction of the Treasurer.

6.3.2 Controller's Duties. The Controller shall be responsible for maintaining the Agency's accounting records and financial reporting, including, but not limited to, the following:

i Books and Records. Keep and maintain, or cause to be kept and maintained, complete and accurate books and records of the Agency's financial transactions, including accounts of assets, liabilities, revenues, expenditures, fund balance, net position, capital assets, and other financial information customarily reflected in governmental financial statements. The books and records shall be available for inspection by any Director at reasonable times.

ii Accounting and Financial Reporting. Prepare or cause to be prepared the Agency's financial statements, accounting records, journal entries, reconciliations, and other financial reports in accordance with generally accepted accounting principles (GAAP) and applicable governmental accounting standards.

iii Internal Controls. Establish and maintain appropriate accounting procedures and internal controls to safeguard Agency assets and ensure accurate financial reporting.

iv Annual Audit Coordination. Coordinate the Agency's annual independent financial audit. The audit shall be performed by an independent Certified Public Accountant selected by the Treasurer in accordance with City of Ukiah procurement policies and applicable law, including Government Code Section 6505(b). The Controller shall serve as the primary liaison to the independent auditor and coordinate the preparation of the Agency's Annual Financial Report and any required management responses.

6.4. LEGAL COUNSEL. The Board may appoint legal counsel as it deems appropriate and may request that Members utilize their counsel on Agency business.

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 and shall be in accordance with Article 13 of the JPA.

ARTICLE 7 FINANCES

7.1. DEPOSIT AND DISBURSEMENT OF FUNDS. The Treasurer shall deposit, invest, manage, and disburse Agency funds in accordance with applicable law and the Agency's policies. The Treasurer may maintain Agency funds in one or more accounts established exclusively for the Agency or may include such funds in the City of Ukiah's pooled cash and investment accounts for purposes of cash management, investment, and facilitating timely receipts and disbursements. If Agency funds are included in the City's pooled accounts, the Treasurer shall maintain separate and accurate accounting records identifying the Agency's cash balance, transactions, investment earnings, and other amounts attributable to the Agency. 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 the budgeted or contracted amount 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 of the Agency. 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 when necessary and appropriate during the fiscal year.

7.3. CONTRACTS. All contracts for public projects (as defined in Public Contract Code section 22002(c)) performed by the Agency shall be procured in accordance with the Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.) and the current version of the Cost Accounting Policies and Procedures Manual issued by the California Uniform Construction Cost Accounting Commission. All contracts shall require approval by the Board.

7.4. AGENCY FUNDING AND CONTRIBUTIONS. The Agency shall be funded through (i) voluntary contributions by Members; (ii) fees or charges as provided for in the Sustainable Groundwater

Management Act (commencing with Section 10730 of the Water Code) and other applicable law; and/or (iii) grant funding.

ARTICLE 8 SPECIAL PROJECTS

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

8.2. MEMBER-SPECIFIC PROJECTS. In addition to the general activities jointly 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 jointly undertaken project that involves less than all the Members

8.2.1 Project Agreement. Prior to jointly undertaking any project or litigation that does not involve all Members, 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 Article 14.3 of the JPA. Each Project Agreement shall provide specific terms and conditions in accordance with Article 14.3 of the JPA.

8.2.2 Board Approval. The Board shall have the authority to disapprove any Project Agreement for upon a determination that the Project Agreement has specific, substantial adverse impacts on 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 JPA 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 shall keep the following at its principal office:

10.1.1 Adequate and correct books and records of account.

10.1.2 Minutes in written form of the proceedings of the Board and any of the Agency's committees.

10.1.3 Approved resolutions and agreements.

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) and Section 1090 et seq. of the Government Code of the State of California, including that the Agency shall adopt a Conflict of Interest Code.

ARTICLE 12 AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board duly adopted upon a simple majority of the Board at a regular or special meeting; provided, however, that no such amendment shall be adopted unless at least 30 days written notice thereof has previously been given to all Members. 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 capitalized terms shall have the same meaning ascribed to them in the JPA. If any term of these Bylaws conflicts with any term of the JPA, the JPA's terms shall prevail, in which case these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the JPA requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws.

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

This Memorandum of Understanding (“MOU”) effective January 1, 2027, is entered into by and among the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”), the Ukiah Valley Water Authority (“UVWA”), the County of Mendocino, the City of Ukiah, and the Russian River Flood Control and Water Conservation Improvement District (“RRFC”). The entities entering this 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 comprised of representatives of the County of Mendocino, the City of Ukiah, the 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. Additionally, the board has one Agricultural Director and one Tribal Director seat.

C. Ukiah Valley Basin Technical Advisory Committee (“TAC”) members are stakeholders with technical expertise and knowledge regarding management of Basin groundwater and related surface water resources. Through the formation of the 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 TAC must be present. A super majority of the total number of TAC members, present at a meeting in person, 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, Ukiah Valley Water Authority, Russian River Flood Control and Water Conservation Improvement District.
- One regular and one alternate member representing the interests of the Agricultural Stakeholder Director.
- One regular and one alternate member representing the interests of the Tribal Stakeholder Director.
- 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 until replaced by the appointing authority.

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. Additionally, a TAC member may be removed if they miss more than three consecutive meetings.
- 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. 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 TAC 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. Regular TAC members shall be compensated as provided in Article 5.2.14 of the Joint Powers Agreement of the UVBGSA, including as amended.
- 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:

UVBGS

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

UVWA

[ADDRESS]

COUNTY OF MENDOCINO

[ADDRESS]

CITY OF UKIAH

[ADDRESS]

RRFC

[ADDRESS]

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.]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date of the last signature.

UVBGSA:

By: _____

Name: _____

Title: _____

Date: _____

UVWA:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF MENDOCINO:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF UKIAH:

By: _____

Name: _____

Title: _____

Date: _____

RRFC:

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. [REDACTED]**RESOLUTION OF THE [GOVERNING BODY]
OF THE [AGENCY]****APPROVING THE AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, [AGENCY] is a [DESCRIPTION] duly organized and existing under the laws of the State of California (“Agency”); and

WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., authorized two or more public agencies, by agreement, to jointly exercise any power common to the contracting agencies; and

WHEREAS, the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District, and Upper Russian River Water Agency entered into the Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, effective May 10, 2017 (“Original Agreement”); and

WHEREAS, the Original Agreement established the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”) as a separate public agency to serve as the groundwater sustainability agency for the Ukiah Valley Groundwater Basin and to exercise the powers authorized by the Sustainable Groundwater Management Act; and

WHEREAS, the Agency is a member agency of the UVBGSA and a party to the Original Agreement; and

WHEREAS, the Ukiah Valley Water Authority is eligible to become a Member of the UVBGSA and desires to enter into the Amended and Restated Agreement as a member and party thereto; and

WHEREAS, the Upper Russian River Water Agency submitted written notice of its withdrawal from the UVBGSA, effective July 7, 2025; and

WHEREAS, the UVBGSA and its member agencies desire to amend and restate the Original Agreement to reflect the withdrawal of the Upper Russian River Water Agency, the addition of the Ukiah Valley Water Authority as a member, the UVBGSA’s operational and fiscal experience, current governance procedures, and other updates concerning the administration and operation of the UVBGSA; and

WHEREAS, Article 18.4 of the Original Agreement provides that an amendment must be set forth in writing and signed by all Members before it becomes operative or valid; and

WHEREAS, Article 6.2 of the Original Agreement provides that an additional public agency may become a member agency of the UVBGSA upon the unanimous consent of the

existing Members, evidenced by a written amendment signed by all existing member agencies and the additional public agency; and

WHEREAS, on [DATE], the UVBGSA Board of Directors adopted Resolution No. 26-[XX] approving the proposed Amended and Restated Joint Powers Agreement (“Amended and Restated Agreement”) and directing UVBGSA staff to transmit it to the Members for consideration and approval by their respective governing bodies; and

WHEREAS, a tracked changes version of the Amended and Restated Agreement is attached as **Exhibit A**, and a clean version of the Amended and Restated Agreement is attached to this Resolution as **Exhibit B**, each of which are incorporated herein by this reference; and

WHEREAS, the Agency has reviewed the Amended and Restated Agreement and desires to approve and authorize its execution on behalf of the Agency.

NOW, THEREFORE, BE IT RESOLVED by the [GOVERNING BODY] as follows:

1. All recitals are true and correct.
2. The [GOVERNING BODY] hereby approves the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, substantially in the form attached hereto as **Exhibit B**.
3. The [GOVERNING BODY] further approves the Ukiah Valley Water Authority’s admission to and participation in the UVBGSA as a member agency and consents to the Ukiah Valley Water Authority becoming a party to the Amended and Restated Agreement.
4. The [AUTHORIZED INDIVIDUAL] is hereby authorized and directed to execute the Amended and Restated Agreement on behalf of the Agency.

The [AUTHORIZED INDIVIDUAL] is further authorized to approve and execute any nonmaterial revisions to the Amended and Restated Agreement that: (i) are approved as to form by Agency counsel; (ii) are necessary to conform the execution copies approved by the other member agencies; and (iii) do not materially alter the rights or obligations of the Agency.

5. The [AUTHORIZED INDIVIDUAL], Agency counsel, and other appropriate officers and employees of the Agency are authorized and directed to execute any additional documents and take any ministerial actions reasonably necessary to carry out the purposes of this Resolution and implement the Amended and Restated Agreement.
6. The [GOVERNING BODY] finds that its approval and authorization of the Amended and Restated Agreement is not a “project” subject to the California Environmental Quality Act pursuant to CEQA Guidelines section 15378(b)(5), because the action constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

7. The approval granted by this Resolution shall be effective immediately. The Amended and Restated Agreement shall become effective in accordance with its terms after it has been approved and executed by all required member agencies.

PASSED AND ADOPTED at a regular meeting of the [GOVERNING BODY] of the [AGENCY] on [DATE], 2026, by the following vote on roll call:

DIRECTORS:

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

By: _____
[NAME/TITLE]

Attested by: _____ Date: _____
[NAME/TITLE]

EXHIBIT A

Proposed Amended and Restated Joint Powers Agreement
Redline Version

EXHIBIT B

Proposed Amended and Restated Joint Powers Agreement
Clean Version

RESOLUTION NO. 26-XX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
APPROVING AN AMENDED AND RESTATED JOINT POWERS AGREEMENT;
ADOPTING AMENDED BYLAWS; AND APPROVING A NEW MOU**

WHEREAS, the Ukiah Valley Basin Groundwater Sustainability Agency (“UVBGSA”) is a joint powers agency formed pursuant to the Joint Exercise of Powers Act, Cal. Gov. Code § 6500 et seq., and a Joint Powers Agreement effective on May 10, 2017 (“JPA Agreement”); and

WHEREAS, the UVBGSA is also governed by bylaws that were adopted by the UVBGSA Board of Directors (“Board”) on November 9, 2017, which facilitate the governance and administration of the UVBGSA (“Bylaws”); and

WHEREAS, to assist with the implementation of the JPA Agreement and Bylaws, the Agency is also a party to the 2018 Memorandum of Understanding relating to the governance of the UVBGSA’s Technical Advisory Committee (“TAC MOU”), to which none of the UVBGSA’s members agencies (“Members”) are currently parties; and

WHEREAS, Article 18.4 of the JPA Agreement provides that the JPA Agreement may be amended by mutual agreement of the Members, which shall be operative and valid when set forth in writing and signed by all Members; and

WHEREAS, Article 6.2 of the JPA Agreement provides that local agencies may enter into the JPA Agreement as a Member if the prospective Member receives unanimous consent of the existing Members, which shall be operative and valid when set forth in writing and signed by all Members, including the prospective Member; and

WHEREAS, Article 11 of the Bylaws provides that the Bylaws may be amended by a resolution of the Board upon the UVBGSA giving notice of such amendments to all Members; and

WHEREAS, Article 4 of the TAC MOU provides that the TAC MOU may be terminated by a majority vote of the Board; and

WHEREAS, with feedback and coordination with the Members, UVBGSA staff and legal counsel have identified and proposed certain updates to the JPA Agreement and Bylaws to improve efficiency and clarity for the governance and administration of the UVBGSA and to reflect the UVBGSA’s gained operational and fiscal experience, the withdrawal of the Upper Russian River Water Agency as a Member, and the addition of the Ukiah Valley Water Authority as a Member; and

WHEREAS, the proposed amendments to the JPA Agreement and a clean version of the proposed JPA Agreement, as amended, are shown in Exhibit A and Exhibit B, respectively; and

WHEREAS, the proposed amendments to the Bylaws and a clean version of the proposed Bylaws, as amended, are shown in Exhibit C and Exhibit D, respectively; and

WHEREAS, the proposed new TAC MOU is shown in Exhibit E.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. All recitals are true and correct.
2. The Board hereby approves the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency, the proposed amendments for which are shown in Exhibit A, and the clean version for which is shown in Exhibit B, and the Board hereby directs UVBGSA staff to transmit the same to the Members for action by their governing bodies approving the same.
3. The Board hereby adopts the Amended and Restated Bylaws of the Ukiah Valley Basin Groundwater Sustainability Agency, the proposed amendments for which are shown in Exhibit C, and the clean version for which is shown in Exhibit D, and which shall supersede any previously adopted bylaws.
4. The Board hereby terminates the 2018 TAC MOU and directs UVBGSA staff to execute the new TAC MOU as shown in Exhibit E.
5. The Board hereby directs UVBGSA staff, within 30 days after the effective date of the Amended and Restated Joint Powers Agreement, to file with the Secretary of State a copy of the full text of the original JPA Agreement and a copy of the Amended and Restated Joint Powers Agreement, which, as of the date this resolution is prepared, may be filed at <https://specialfilings.sos.ca.gov/jpa> along with the required form SF-404, attached hereto as Exhibit F.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of the Ukiah Valley Basin Groundwater Sustainability Agency on August 13, 2026, by the following vote on roll call:

DIRECTORS:

Cline: ____ **Crane:** ____ **Nevarez:** ____ **Gaska:** ____ **Bailey:** ____

Ayes: ____ **Noes:** ____ **Absent:** ____ **Abstain:** ____

By: _____

Madeline Cline, Chair

Attested by: _____ **Date:** _____

Maya Simerson, General Manager

EXHIBIT A

Proposed Amended and Restated Joint Powers Agreement *Redline Version*

EXHIBIT B

Proposed Amended and Restated Joint Powers Agreement
Clean Version

EXHIBIT C

Proposed Amended and Restated Bylaws
Redline Version

EXHIBIT D

Proposed Amended and Restated Bylaws
Clean Version

EXHIBIT E

Proposed TAC MOU

EXHIBIT F

Form SF-404



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

STAFF REPORT

SUBJECT:Receive Update on the Ukiah Valley Basin Sustainability Agency's Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study.

PREPARED BY: Audra Bardsley, Sr. Scientist, LWA

PRESENTER: Audra Bardsley, Senior Scientist, LWA

ATTACHMENTS:

None

Summary:The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGA) will receive an update on the Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study, with emphasis on progress made since the June 11, 2026, Board of Directors meeting. Recent activities have focused on advancing field data collection efforts and expanding study participation. 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 (UVBGSA) 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.

Discussion: Since the June 2026 Board update, the study has progressed into active field data collection. The biological monitoring team conducted fish surveys during the week of June 15, 2026, and additional environmental tracer samples were collected on June 15 and July 3, 2026. These efforts are helping develop the hydrologic and ecological datasets needed to characterize groundwater-surface water interactions throughout the study area.

Landowner engagement has also continued to advance. The project team recently secured a land access agreement with a landowner along Robinson Creek, representing a third high-priority tributary included in the study. The site was visited on July 3, 2026, for reconnaissance and sample collection activities.

The study remains on schedule. Upcoming work will focus on continued field monitoring and sensor installation, additional data collection and analysis, and coordination with participating landowners and partner agencies.

Recommended Action: Receive update from staff and consultants on the Upper Russian River Groundwater Dependent Ecosystem and Interconnected Surface Water Study.



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

STAFF REPORT

SUBJECT:Receive Update on the Ukiah Valley Groundwater Sustainability Agency's Groundwater Sustainability Plan 2027 Periodic Evaluation.

PREPARED BY: Audra Bardsley, Sr. Scientist, LWA

PRESENTER: Audra Bardsley, Sr. Scientist, LWA

ATTACHMENTS:

None

Summary:The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGA) will receive 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. Recent efforts have focused on coordination with DWR and continued development of the PE consistent with the approach presented at the July 10, 2026, joint Board and Technical Advisory Committee meeting. This update 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 the July 10, 2026, joint Board and TAC meeting, the Board reviewed the proposed PE approach, document structure, schedule, and strategy for addressing DWR's Recommended Corrective Actions and additional recommendations.

Discussion: Following the July 10, 2026, joint meeting, GSA staff and the technical team met with DWR staff to discuss the proposed PE approach and planned responses to DWR's Recommended Corrective Actions. DWR staff noted that they cannot formally approve a proposed approach in advance of PE submittal but expressed appreciation for the organization and technical thought reflected in the materials presented. DWR also affirmed that adaptive management is expected as additional data become available and data quality is evaluated and noted the importance of documenting updates and providing clear technical justification for decisions reflected in the PE.

The technical team is continuing development of the PE in accordance with the schedule presented at the July 10 joint meeting. Current efforts include preparation of draft PE sections, incorporation of updated technical information, and continued development of documentation addressing DWR's Recommended Corrective Actions and additional recommendations.

Recommended Action: Receive update from the technical team on preparation of the 2027 Groundwater Sustainability Plan Periodic Evaluation.



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

STAFF REPORT

SUBJECT: Consideration of Adoption of the Ukiah Valley Basin Groundwater Sustainability Agency Strategic Plan.

PREPARED BY: Marisa Perez-Reyes, Isabel Parés Ramos, Stantec Consulting Services Inc.

PRESENTER: Marisa Perez-Reyes, Stantec

ATTACHMENTS:

1. Item 4.d DRAFT_Ukiah Strategy Document_2026_v4

Summary: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) has retained Facilitation Support Services from the California Department of Water Resources to carry out various support activities, including the development of the Ukiah Valley Basin Groundwater Sustainability Agency Strategic Plan and the Board will consider its adoption.

Background: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) has retained Facilitation Support Services (FSS) from the California Department of Water Resources (DWR) to carry out various support activities, including the development of the Ukiah Valley Basin GSA Strategic Plan based on a series of situation assessment interviews. The Strategic Plan includes a vision statement, near- and long-term goals, and tactics to achieve those goals, consistent with its Sustainable Groundwater Management Act (SGMA) responsibilities for the Ukiah Valley Basin. Stantec Consulting Services Inc. is the facilitator appointed by DWR to carry out this task.

During the UVBGSA Board meeting on July 10th, also attended by members of the Technical Advisory Committee (TAC), Stantec presented an overview of the findings from situation assessment interviews, an updated draft vision statement (based on interview input), and draft goals and tactics organized around four topics:

1. Internal Roles, Processes, and Engagement
2. Funding, Affordability, and Collaborative Partnerships
3. Groundwater Availability and Management
4. Tribal Engagement

Board and TAC members present at the meeting provided valuable feedback and suggested further edits to the vision statement, goals, and tactics. Following the meeting, Stantec distributed an electronic version of the Workbook document that was provided as a printed handout at the July 10th meeting, with a request for Board and TAC members to provide any additional feedback by July 31st to be considered for incorporation in the Draft Strategic Plan.

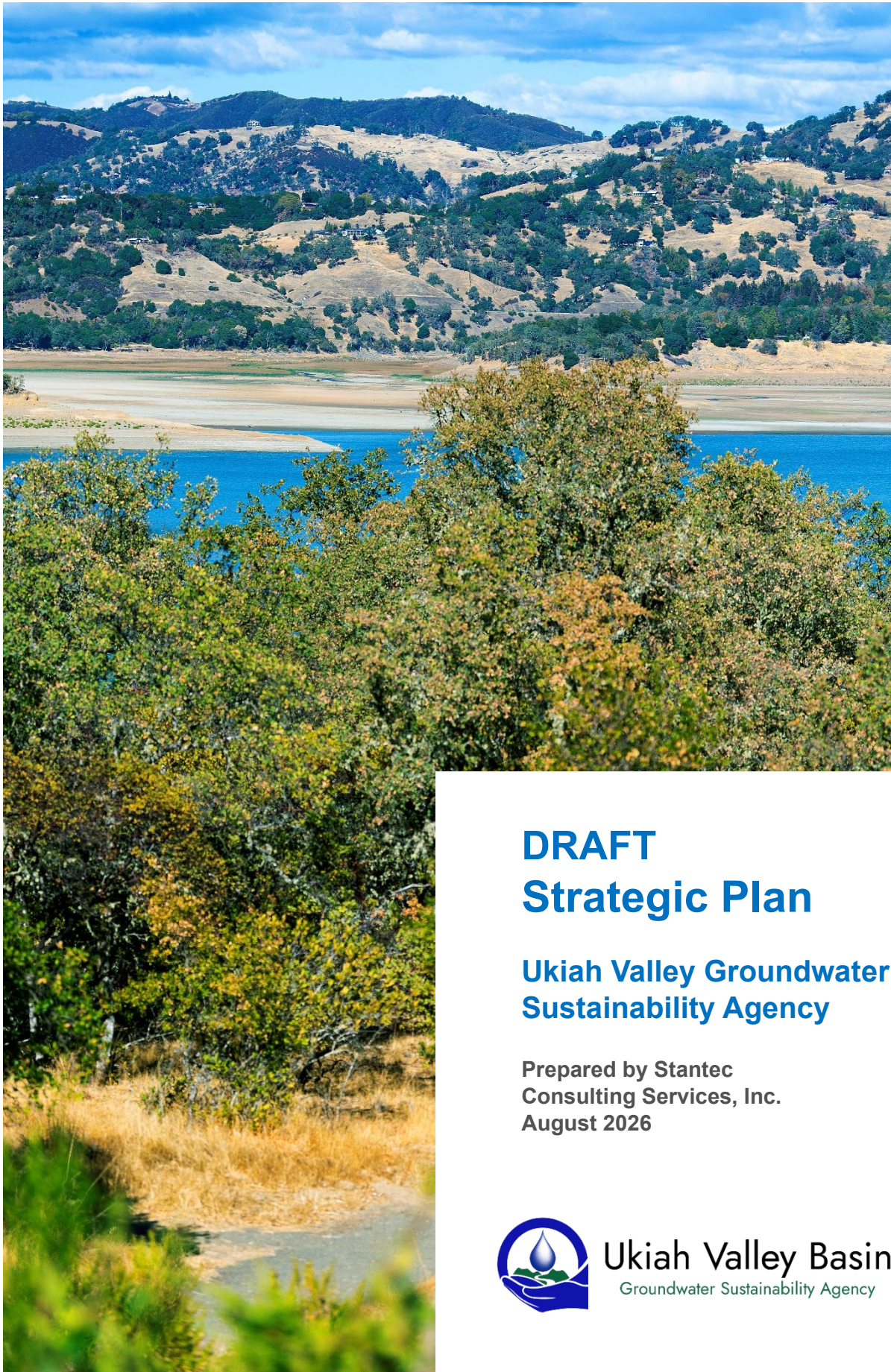
Discussion: UVBGSA Board to receive an overview of the Draft UVBGSA Strategic Plan, with a focus on changes that were made to the vision statement, goals, and tactics based on feedback received from TAC and Board members.

The Board will also assess the Draft Strategic Plan (Attachment 1) for completion, accuracy, and readiness for adoption and/or provide direction to the UVBGSA General Manager on any necessary edits.

Funding for FSS is provided by DWR and administered by Stantec. Furthermore, there is no immediate fiscal impact to the UVBGSA.

Staff recommends the Board receive this report from Stantec and approve the UVBGSA Strategic Plan along with any associated directions.

Recommended Action: Adopt the Ukiah Valley Basin Groundwater Sustainability Agency Strategic Plan and/or provide alternate direction to the UVBGSA General Manager.



DRAFT Strategic Plan

Ukiah Valley Groundwater Sustainability Agency

**Prepared by Stantec
Consulting Services, Inc.
August 2026**



Ukiah Valley Basin
Groundwater Sustainability Agency

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Acronyms

DWR	California Department of Water Resources
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
SGMA	Sustainable Groundwater Management Act
Stantec	Stantec Consulting Services, Inc.
UVBGSA	Ukiah Valley Basin Groundwater Sustainability Agency

This document was funded through the Department of Water Resources’ Facilitation Support Services Program.

1. Introduction

1.1 Background

The Ukiah Valley Groundwater Sustainability Agency (UVBGSA) acts as plan manager for the Groundwater Sustainability Plan of the Ukiah Valley Basin, under the Sustainable Groundwater Management Act (SGMA). The UVBGSA is a public agency formed in 2017 through a Joint Powers Agreements to meet SGMA requirements and has a Board of Directors, a Technical Advisory Committee, and an Administrator. The UVBGSA is administered by the City of Ukiah, and the Board of Directors include representatives from the City of Ukiah, the County of Mendocino, the Russian River Flood Control and Water Conservation Improvement District, and a Tribal and an Agricultural Seat.

SGMA requires the development of a Groundwater Sustainability Plan (GSP), a 20-year plan to ensure the sustainable use of groundwater within a groundwater basin. The Ukiah Valley Basin GSP was submitted to the Department of Water Resources (DWR) in January of 2022 and was approved by DWR in July of 2023. To meet the compliance requirements of SGMA, the GSA must maintain groundwater conditions consistent with the thresholds set for each sustainable management criteria as defined in the GSP and complete administrative functions required by SGMA, such as updating the GSP every five years and submitting annual reports to DWR. These responsibilities are collectively referred to as “GSP implementation” and will carry forward through 2042.

This Strategic Plan outlines the GSA’s near- and long-term goals, consistent with its SGMA responsibilities for the Ukiah Valley Basin, and the tactics it will prioritize to achieve those goals. Its development was informed by:

- A stakeholder assessment interview process conducted by Stantec Consulting Services Inc. (Stantec) in the Winter and Spring of 2026, details about which are documented in Appendix 1.
- Presentation to a Joint GSA Board and TAC meeting on July 10, 2026 to receive input.

To inform the Strategic Plan development, Stantec conducted eighteen (18) interviews with members of the GSA Board, the Technical Advisory Committee (TAC), and other interested parties with key knowledge about beneficial uses and users of groundwater in the Ukiah Valley Basin. The interview questions focused on establishing a shared vision statement for the GSA, identification of near- and longer-term goals, anticipated obstacles and opportunities for GSP implementation, and discussion on the attributes of successful collaboration in the region.

1.2 Key Areas for Improvement

The stakeholder assessment included an analysis of strengths, challenges, barriers, and opportunities around four thematic areas summarized in this section. Additionally, several cross-cutting themes emerged across topical areas, namely, the importance of transparency and the need for clarity around the scope and scale of the GSA and its role in the region. Considering these topics, this Strategic Plan was organized around the following areas:

1. Internal Roles, Processes, and Engagement
2. Funding, Affordability, and Collaborative Partnerships
3. Groundwater Availability and Management
4. Tribal Engagement

1.2.1 Internal Roles, Processes, and Engagement

The GSA’s Board, TAC, staff, and consultants each play an important role in sharing knowledge, providing recommendations, and making decisions that influence GSP implementation. Over time, the entities involved, and their roles and functions have evolved. Many stakeholder assessment participants emphasized that these roles now require clarification and refinement to support more efficient, transparent, and cost-effective GSA management and GSP implementation. Some barriers to increase support for the GSA include lack of knowledge around what the GSA does and the importance of groundwater management, as there is a perception that the

GSA only exists to satisfy a state regulatory requirement that doesn't benefit the region. Participants shared that most residents are not familiar with the GSA, its purpose, or the benefits it provides and highlighted the GSA need to improve its overall visibility and communications. Suggestions included providing more frequent updates, through newsletters or their website, to keep the public informed on ongoing projects, new developments and decisions. Participants also expressed a desire for greater clarity about the roles of the City of Ukiah and Sonoma Water within the GSA's structure and emphasized the importance of public access to data and analyses used in GSP implementation.

1.2.2 Funding, Affordability, and Collaborative Partnerships

Concerns frequently raised by participants included limited staffing capacity and uncertainties around long-term, sustainable funding sources. Several individuals noted that the GSA's financial documents can be difficult to understand, potentially diminishing public trust. Participants also mentioned that although there is a fee structure in place, the Basin's small population size places a large burden on ratepayers and raises concerns about its long-term financial stability. Participants would like to see the GSA be more self-sufficient, which would involve capacity-building within the GSA and potentially seeking out additional partnerships and grants. As the GSA moves into long-term GSP implementation, grants may be a less reliable funding source for GSA administration. Managing grants is also a time-intensive endeavor, and the GSA's ability to administer grants may be limited by staffing resources. Furthermore, the UVBGSA relies on collaboration with basin partners to implement projects and management actions in the Basin. While partnerships exist already, participants noted that the GSA should continue strengthening collaboration with regional and basin partners such as University of California Cooperative Extension (UCCE), Mendocino County Resource Conservation District, and others. Additionally, there is an opportunity to increase coordination on the County-led Drought Resilience Plan.

1.2.3 Groundwater Availability and Management

Participants agree that the GSA needs to have a clear vision for the prioritization of projects and clarify next steps for GSP implementation. There is support for the interconnected surface water studies being conducted by the UVBGSA. Participants also identified several additional supported projects including the periodic assessment, groundwater storage projects, water conservation education, and efforts related to groundwater dependent ecosystems. There is a need to improve the GSA's understanding of the Ukiah Valley Basin groundwater system and conditions to help the GSA strengthen its scientific foundations for decision-making. Participants noted there is an opportunity to continue updating models, to integrate climate change and land-use change projections to better understand future impacts on the basin to improve monitoring, and a need to revise the sustainable management criteria as new data becomes available. Additionally, participants highlighted the need to identify and map areas for groundwater recharge to promote for conversation and/or avoid development in those areas to ensure groundwater is available for the future. Many also mentioned they would like to see how the GSA will address the decommissioning of the Potter Valley Project which would potentially decrease surface water availability and increase groundwater pumping demand.

1.2.4 Tribal Engagement

Overall, participants agreed there needs to be a greater level of engagement with all seven Tribes in the basin. Many of the Tribes in the Mendocino area have staff dedicated to environmental topics, which improves their capacity to engage in groundwater management discussions. Participants in the stakeholder assessment agreed that there must be an active seat or seats on the GSA Board to represent the interests of Tribes in the basin, and to allow for more Tribal knowledge to be incorporated into GSP implementation. Currently, there is one seat available for a Tribal representative on the TAC and one for a Tribal representative on the GSA Board, but many are not satisfied with one individual representing the perspectives of multiple Tribes. A strong area of consensus among stakeholder assessment participants was the importance of conducting robust outreach and engagement with Tribes and residents in the basin.

2. Vision Statement

The GSA's vision statement describes the region's future end state that will result from proactive, strategic activities. The vision statement was reviewed and confirmed through the stakeholder assessment and by the GSA Board. It reads:

The Ukiah Valley Groundwater Sustainability Agency will continue to collaboratively and transparently work with a range of local and regional groundwater users and Tribal partners to achieve and maintain sustainable, effective, and resilient groundwater conditions in the Ukiah Valley Basin, consistent with the Sustainable Groundwater Management Act and the Basin's Groundwater Sustainability Plan, with fair and equitable consideration to all beneficial groundwater uses and users.

3. Goals and Tactics

Based on the results of the stakeholder assessment, the GSA has identified four goals which answer the question of *what* they will do to accomplish the overall vision. For each goal, two to three tactics have been developed which describe the actions or method for *how* the GSA will achieve those goals.

Internal Roles, Processes, and Engagement

- | | |
|-----------------|--|
| Goal | Clarify the GSA's internal roles and coordination/decision-making processes to improve transparency, trust, and engagement among GSA staff, Board, and TAC members. |
| Tactic 1 | Prepare updates/revisions to the Joint Powers Agreement, Bylaws, and/or Memorandum of Understanding to address out of date information, inconsistencies, and vague language. |
| Tactic 2 | Develop and socialize an Operations Plan that details the GSA's internal governance and coordination structure, with an emphasis on clarifying the role of the City of Ukiah as Administrator relative to its role on the TAC and Board. |

Funding, Affordability, and Collaborative Partnerships

- | | |
|-----------------|---|
| Goal | Leverage partnerships and grant funds to implement projects from the GSP, to keep the GSA's operating budget and the corresponding groundwater fee as lean and affordable as possible for Basin residents. |
| Tactic 1 | Prioritize the projects and management actions identified in the GSP and coordinate with potential or known partner agencies or organizations that could lead the implementation of those projects or actions and/or partner in applying for related grant funds. |
| Tactic 2 | Improve understanding among Basin residents about the groundwater fee, and the purpose and value of how the GSA uses those funds. Consider also partnering with other organizations or agencies to promote awareness of GSA-related activities. |

Groundwater Availability and Management

- Goal** Advance groundwater management and GSP implementation by prioritizing key studies and addressing critical data gaps to support long-term basin sustainability and water supply reliability.
- Tactic 1** Explore groundwater modeling scenarios to better understand potential changes to groundwater demand and availability as a result of water transfer projects and climate change.
- Tactic 2** Integrate new data into the groundwater model as it comes available and regularly review the GSP's sustainable management criteria in light of the latest model outputs. This tactic could also include prioritizing expansion of the monitoring network, as applicable and appropriate.
- Tactic 3** Monitor regional land use planning and development activities (such as California Environmental Quality Act filings and the development of General Plans) and engage as appropriate when potential development plans intersect with groundwater management activities.

Tribal Engagement

- Goal** Improve Tribal engagement to enhance the incorporation of Tribal decision-making with Tribal Knowledge for prioritization of GSP implementation activities.
- Tactic 1** Facilitate the appointment of one Tribal Board representative and alternate and one Tribal TAC representative and alternate to ensure Tribal representation in GSA decision-making.
- Tactic 2** Empower Tribes to identify and articulate their priorities for engagement with the GSA, including provision of facilitation support to the Tribes as desired and as appropriate.
- Tactic 3** Communicate with Tribes during the development and implementation of groundwater studies and analyses, to highlight opportunities to collaborate, coordinate, and align priorities and goals to the extent possible.



Appendix 1

Questionnaire

Interview Process:

- Interviews were conducted virtually and lasted approximately 1 to 1.5 hours each.
- In order to support anonymity, specific input was not attributed to any individual participant. Instead, input collected was aggregated to illustrate overall trends, common ground, and areas of divergence.

Questions:

1. Strategic Plans for GSAs typically include the shared vision for GSA management; key goals and objectives; and anticipated operational tactics through 2032. Below is a working draft vision statement for the GSA. How do you see this draft relating to your area(s) of interest? What should be changed?

Vision Statement Working Draft:

The Ukiah Valley GSA will collaboratively work towards effective groundwater management to achieve and maintain the sustainability of the Ukiah Valley Basin, consistent with SGMA and objectives defined in the GSP, with fair consideration to all beneficial groundwater uses and users.

2. Depending on interviewee:
 - a. *Non-TAC members:* How familiar are you with the Ukiah Valley Basin Groundwater Sustainability Agency and its Groundwater Sustainability Plan? Were you engaged during the GSP development process or have you been engaged in GSP implementation?
 - b. *TAC members:* Describe your agency/organization's relationship to the GSA and how the GSA's actions intersect with your work?
3. Describe your perspective on what the GSA's goals should be in the near (3-5 years) and long-term (20+ years)?
 - a. What would success look like?
 - b. What GSP implementation topics that you and your community would prioritize engaging with? Are there any project or management actions that the GSA should focus on?
4. For the basin to achieve sustainability in these areas, what changes need to be made?
 - i. What obstacles will the GSA have to overcome or what problems will the GSA have to solve to be successful? Of all the problems or obstacles, which are the biggest or most important?
5. For the goals you have identified today, which ones should be prioritized in the Strategic Plan and why?
 - a. Do any stand out as easier or more feasible to implement?
6. We'd like to understand the history of collaboration on groundwater management in the Ukiah Valley.
 - a. Where has collaboration been successful and why? What hasn't worked in previous collaborative processes and why?
7. *For TAC Members:* Given your relationship to the GSA, what are your expectations for the Strategic Plan? How would you measure success in development and implementation of the Strategic Plan?
8. Is there anything else you would like to discuss related to the Strategic Plan? Any other thoughts, ideas, questions, feedback?

Interview Participants

	Role/Responsibility of Interviewee	Interview Date
1.	City of Ukiah – Board Member	May 27
2.	City of Ukiah – TAC Member	January 29
3.	City of Ukiah – Plan Manager	February 4
4.	County of Mendocino – Board Member	May 29
5.	County of Mendocino – TAC Member	January 30
6.	Russian River Flood Control – Board Member	May 28
7.	Russian River Flood Control – TAC Member and Board Alternate	February 12
8.	Tribal Representative – TAC Member	February 5
9.	Mendocino County Resource Conservation District – TAC Member	February 6
10.	Mendocino County Farm Bureau – TAC Member	February 2
11.	California Land Stewardship Institute – TAC Member	February 2
12.	Sonoma County Water Agency – TAC Member	February 4
13.	University of California Agriculture and Natural Resources – Domestic Well User Interest	February 3
14.	North Coast Resource Partnership – Integrated Water Management	February 9
15.	Mendocino Lake Sonoma Tribal Environmental Partnership – Tribal Interest	February 10
16.	Russian Riverkeeper – Environmental User Interest	February 5
17.	Redwood Valley Municipal Authority Committee – Domestic Well User Interest (1)	January 29
18.	Redwood Valley Municipal Authority Committee – Domestic Well User Interest (2)	February 17



UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
Regular Meeting

Mendocino County Board of Supervisors Chamber
501 Low Gap Road, Ukiah, CA 95482

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

Ukiah, CA 95482
June 11, 2026
1:00 p.m.

1. CALL TO ORDER AND ROLL CALL

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) met at a Regular Meeting on June 11, 2026, having been legally noticed on June 4, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/86074412428>. Chair Cline called the meeting to order at 1:02 p.m. Roll was taken with the following **Directors Present:** Adam Gaska, Ag Representative, John Bailey, Russian River Flood Control (RRFC) District; Douglas F. Crane, City of Ukiah; and Madeline Cline, County of Mendocino. **Director Absent:** Eddie Nevarez, Tribal Representative. **Staff Present:** Maya Simerson, Acting General Manager and Kristine Lawler, Clerk. **Also Present:** Jonathan Weldon, Legal Counsel - Kronick Moskovitz Tiedmann & Girard (KMTG).

CHAIR CLINE PRESIDING.

2. APPROVAL OF AGENDA

Presenter: Chair Cline.

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

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

4. DISCUSSION AND POSSIBLE ACTION ITEMS

a. Consideration of the Fiscal Year 20256 - 2027 Operating Budget of the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA).

Presenter: Maya Simerson, General Manager.

No public comment was received.

Motion/Second: Gaska/Bailey to approve of the proposed Fiscal Year 2026 - 2027 operating budget of the Ukiah Valley Basin Groundwater Sustainability Agency. Motion carried by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: Nevarez. ABSTAIN: None.

b. Review and Discuss Updating the Ukiah Valley Basin Groundwater Sustainability Agency's Governing Documents per the Stantec Technical Memo Relating to Governing Document Amendments and per Recommendations from the Technical Advisory Committee, and Make Any Associated Recommendations to Staff.

Presenter: Maya Simerson, General Manager.

No public comment was received.

Board Consensus to direct Staff to complete final drafts, in coordination with legal services, incorporating targeted amendments and direction given to Staff in regard to the Bylaws, JPA, and TAC MOU, for Board adoption at a future board meeting

c. Receive Update on the Groundwater Sustainability Plan 2027 Periodic Evaluation.

Presenter: Audra Bardsley, Larry Walker Associates.

No public comment was received.

A PowerPoint presentation was given and an update was received.

d. Receive Update on the Upper Russian River Groundwater Dependent Ecosystem (GDE) and Interconnected Surface Water (ISW) Study.

Presenter: Audra Bardsley, Larry Walker Associates.

No public comment was received.

A PowerPoint presentation was given and an update was received.

e. Consideration of a Groundwater Sustainability Fee Appeal Submitted by Fred Sagehorn & Son, Inc.

Presenter: Maya Simerson, General Manager.

No public comment was received.

Board Consensus to direct Staff to seek further clarity about the acreage that is within the basin and coordinate with the Chair and Vice Chair to determine how to pursue a response to the appellant; and to review the basin boundaries of the GIS layer to determine if there are any issues that need to be addressed.

f. Consideration of Adoption of Resolution and Corresponding Policy Electing to Participate in the California Uniform Public Construction Cost Accounting Act (CUPCCAA), and Consolidate with the City of Ukiah to Maintain the Required List of Registered Contractors.

Presenters: Maya Simerson, General Manager.

No public comment was received.

Motion/Second: Crane/Gaska to adopt Resolution (*UVBGSA Reso 2026-01*) and Corresponding Policy (*UVBGSA Policy 26-001*) Electing to Participate in the California Uniform Public Construction Cost Accounting Act (CUPCCAA) and Consolidate with the City of Ukiah to Maintain the Required List of Registered Contractors. Motion carried by the following roll call votes: AYES: Gaska, Bailey, Crane, and Cline. NOES: None. ABSENT: Nevarez. ABSTAIN: None.

5. **CONSENT CALENDAR**

a. **Approval of the Minutes for the March 12, 2026, UVBGSA Regular Meeting.**

Recommended Action: Approve the Minutes for the March 12, 2026, UVBGSA Regular Meeting.

b. **Consideration of Authorization of the General Manager to Execute Vendor Agreements/Amendments with Existing Contractors; California Land Stewardship Institute (CLSI), and Kronick Moskowitz Tiedemann & Girard (KTMG) Through June 2027, and for Mendocino County Resource Conservation District (MCRCD) Through June 2028, all with Minor Changes to Scope and/or Compensation.**

Recommended Action: Authorize the General Manager, in collaboration with legal counsel and the GSA Board Chair, to execute agreements/amendments with the existing Contractors: California Land Stewardship Institute (CLSI)(UVBGSA 2526-005), and Kronick Moskowitz Tiedemann & Girard (KTMG)(UVBGSA 2223-001-A3) Through June 2027, and for Mendocino County Resource Conservation District (MCRCD)(UVBGSA 2526-007) Through June 2028, all with Minor Changes to Scope and/or Compensation.

Clerk Note: In respect to Agenda Item 5c and 5d, an incorrect contract database was inadvertently used to identify agreements for publication. The incorrect numbers have been crossed out and the correct numbers placed afterwards.

c. **Consideration Amendment No. 5 to Professional Services Agreement with West Yost (~~Agreement No. 23-01~~) for Term Extension.**

Recommended Action: Approve Amendment No. 5 to ~~Agreement No. 23-01~~ UVBGSA No. 2122-001 with West Yost (UVBGSA 2122-001-A5) extending the term of the agreement through June 30, 2026, with no change to the total compensation amount, and authorize the General Manager to execute the amendment.

d. **Consideration Amendment No. 1 to Professional Services Agreement with the Mendocino County Resource Conservation District (~~Agreement No. 26-05~~) for Term Extension.**

Recommended Action: Approve Amendment No. 1 to ~~Agreement No. 26-05~~ UVBGSA No. 2526-004 with Mendocino County Resource Conservation District MCRCD (UVBGSA 2526-004-A1) extending the term of the agreement through April 30, 2028, with no change to the total compensation amount, and authorize the General Manager to execute the Amendment.

e. **Consider Approval of Amendment No. 1 to the Administrative Services Agreement with the City of Ukiah to Clarify Procedures and Update the General Manager Information.**

Recommended Action: Approve Amendment No. 1 (UVBGSA 2526-001-A1) to the Administrative Services Agreement with the City of Ukiah and authorize the Board Chair to execute the amendment.

f. **Consider Adoption of a Resolution Setting Groundwater Sustainability Fees for Fiscal Year 2026-2027.**

Recommended Action: Adopt Resolution (UVBGSA Reso 26-02) setting Groundwater Sustainability Fees for Fiscal Year 2026-2027, and authorizing implementation of the fee collection process.

No public comment was received.

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

6. STAFF AND PARTNER UPDATES

a. Updates from General Manager.

Presenter: Maya Simerson, General Manager.

No public comment was received.

Updates were received.

Board Directive to Staff to seek reimbursement from the Prop 4 funds for the Periodic Evaluation and the Community Engagement including the Fact Finder tool.

b. Updates from GSA Legal Counsel.

Presenter: Jonathan Weldon, Legal Counsel – Kronick Moskowitz Tiedmann & Girard (KMTG).

No public comment was received.

Updates were received.

7. FUTURE AGENDA ITEMS AND SET NEXT MEETING DATE

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

Presenter: Chair Cline

Board Consensus to hold the next regular meeting on the scheduled date of August 13, 2026, at 1:00 p.m. at the County offices, with a Special Joint meeting with the Technical Advisory Committee (TAC) on July 10, 2026, at 10:00 a.m., to be held at the Ukiah Valley Conference Center, located at 200 South School Street, Ukiah, CA, 95482.

Public Comment: Dominic Blum-Gutierrez, Department of Water Resources (*addressing general items*).

8. ADJOURNMENT

There being no further business, the meeting was adjourned at 2:27 p.m.

Madeline Cline, Chair

ATTEST:

Kristine Lawler, Clerk



**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
AND
TECHNICAL ADVISORY COMMITTEE (TAC) to the
UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Special Joint Meeting
Ukiah Valley Conference Center
200 South School Street, Ukiah, CA 95482**

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

**Ukiah, CA 95482
July 10, 2026
10:00 a.m.**

1. CALL TO ORDER AND ROLL CALL

The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) and the Technical Advisory Committee (TAC) to the Groundwater Sustainability Agency (GSA) met at a Special Joint Meeting on July 10, 2026, having been legally noticed on July 1, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/86074412428>. Vice Chair Crane called the meeting to order at 10:05 a.m. Roll was taken with the following **UVBGSA Directors Present:** Adam Gaska, Ag Representative; Chris Watt, Russian River Flood Control (RRFC) District Alternate; Douglas F. Crane, City of Ukiah; and Madeline Cline, County of Mendocino (*participating remotely per AB 2449*). **UVBGSA Directors Absent:** Eddie Nevarez, Tribal Representative. **Staff Present:** Maya Simerson, Acting General Manager and Kristine Lawler, Clerk.

The Technical Advisory Committee (TAC) was unable to meet due to lack of a quorum. Per legal confirmation, some members stayed to observe the UVBGSA meeting as public members.

VICE CHAIR CRANE PRESIDING PER REQUEST BY CHAIR CLINE

Chair Cline announced that per AB 2449 she was attending remotely due to medical circumstances.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

4. DISCUSSION AND POSSIBLE ACTION ITEMS

a. Discussion and Possible Direction Regarding Ukiah Valley Basin Groundwater Sustainability Plan – First Periodic Evaluation: Approach, and Content Preview.

Presenter: Audra Bardsley, Larry Walker and Associates.

A PowerPoint presentation was given.

No public comment was received.

UBVGSA Motion/Second: Gaska/Cline to approve the recommended action*. Motion **carried** by the following roll call votes: AYES: Gaska, Watt, Crane, and Cline. NOES: None. ABSENT: Nevarez. ABSTAIN: None.

*** Recommended Action:**

- Receive and discuss this status report on the first Periodic Evaluation, including the planned PE structure, corrective action responses, and key technical improvements;
- Review the DWR Feedback Tracker (Attachment B) and provide any feedback on the planned approach to individual RCA and non-RCA items;
- Confirm the proposed PE schedule in Table 3-3, including the September 2026 target for circulation of the draft PE to the TAC for review; and
- Authorize LWA to proceed with the technical work and DWR coordination described herein [see staff report for full description].

b. Discussion and Possible Action or Direction Regarding the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Strategic Plan.

Presenters: Marisa Perez-Reyes and Isabel Parés Ramos, Stantec Consulting Services Inc.

A PowerPoint presentation was given.

Public Comment: Amber Fisett, Mendocino County and Javier Silva, Tribal Representative.

Board Consensus to give following feedback to Stantec representatives:

- **Vision Statement:** Spell out acronyms and end statement after the word “users” (2nd mention of the word)
- **1. Internal Roles, Processes, and Engagement:** ensure that TAC membership mirrors the UVBGSA constituents.
- **2. Funding, Affordability, and Collaborative Partnerships:** include more specifics under Tactics based on plans already in progress and suggestions as discussed.
- **3. Groundwater Availability and Management:** modify Tactic 3 as discussed.
- **4. Tribal Engagement:** no changes.

***Directive to Board** to submit additional feedback individually in response to the questionnaire provided by Stantec Consulting Services.*

8. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:49 p.m.

Madeline Cline, Chair

ATTEST:

Kristine Lawler, Clerk



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

STAFF REPORT

SUBJECT: Consider Providing Authorization for General Manager to Execute a Professional Services Agreement with Larry Walker Associates for Technical Support Services with a Total Amount Not to Exceed of \$105,000.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Maya Simerson, General Manager

ATTACHMENTS:

1. 2026-07-20 DRAFT UVBGSA Agreement with Larry Walker Associates for Technical Support Services FY 2026-27
2. UVBGSA-LWA On Call Tech Support FY 26-27 Budget and Scope

Summary: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) Board of Directors will consider approving a Professional Services Agreement with Larry Walker Associates for Fiscal Year 2026-27 technical support services in an amount not to exceed \$105,000 to support implementation of the Ukiah Valley Basin Groundwater Sustainability Plan.

Background: Larry Walker Associates (LWA) has served as the Agency's primary technical consultant supporting implementation of the Groundwater Sustainability Plan (GSP) since adoption of the GSP. LWA provides technical expertise necessary to satisfy the Sustainable Groundwater Management Act (SGMA) requirements, maintain the Agency's monitoring network, prepare required annual reports to the California Department of Water Resources (DWR), and support implementation of groundwater management activities.

LWA's previous agreement expired on June 30, 2026. To ensure continuity of technical services and regulatory compliance, LWA submitted a proposal for Fiscal Year 2026-27 that continues the Agency's core technical support services. The proposed agreement (Attachment 1) is retroactively effective to July 1, 2026, ensuring uninterrupted support while the agreement is presented for Board approval.

Discussion: Larry Walker Associates submitted the attached Proposal dated June 19, 2026, including Scope of Work and Fee Schedule (Attachment 2). The proposed agreement includes four primary tasks that support implementation of the Groundwater Sustainability Plan:

Task 1 – Annual Reporting Prepare the Water Year 2026 Annual Report for submission to DWR, including compilation and analysis of monitoring data, preparation of the report, Agency review, and submittal through the SGMA Data Portal by the April 1, 2027 deadline.

Budget: \$25,000

Task 2 – On-Call Technical Support Provide ongoing technical assistance to the General Manager and Agency staff, including technical analyses, coordination meetings, consultant coordination, support for DWR reporting, and other technical assistance necessary to implement the GSP.

Budget: \$45,000

Task 3 – Board and Technical Advisory Committee Support Prepare technical materials, attend and present at Board and TAC meetings, and provide follow-up technical support as requested.

Budget: \$20,000

Task 4 – Monitoring and Data Operations and Maintenance Operate and maintain the Agency's groundwater monitoring network, including water level sensors, stream gages, telemetry systems, data quality assurance/quality control, and coordination with field monitoring consultants.

Budget: \$15,000

The total not-to-exceed amount for the agreement is **\$105,000**. Labor will be billed in accordance with LWA's Fiscal Year 2026-27 rate schedule, and expenditures beyond the authorized amount would require prior written authorization and Board approval.

The proposed agreement has a **not-to-exceed amount of \$105,000** for Fiscal Year 2026-27. Funding for these services is included within the Agency's adopted FY 2026-27 Budget under professional technical consulting services. No additional budget appropriation is required.

Staff recommends approval of a Professional Services Agreement with Larry Walker Associates for Fiscal Year 2026-27 technical support services in an amount not to exceed \$105,000 to support implementation of the Ukiah Valley Basin Groundwater Sustainability Plan.

Recommended Action: Authorize the General Manager to execute the Professional Services Agreement with Larry Walker Associates (LWA) to provide additional technical services in support of the Ukiah Valley Basin Groundwater Sustainability Plan (GSP) in an amount not to exceed \$105,000.

UVBGSA AGREEMENT NO. 26 -

**UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES,
IN THE AMOUNT OF \$105,000 FOR TECHNICAL SUPPORT SERVICES,
FISCAL YEAR 2026-27**

This Agreement is by and between the UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY, hereinafter referred to as “UVBGSA”, and LARRY WALKER ASSOCIATES, hereinafter referred to as the “CONSULTANT,” and it shall be effective retroactively as of July 1, 2026, when executed by the parties.

WITNESSETH

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

WHEREAS, in order to meet the various requirements of a groundwater sustainability agency under the Sustainable Groundwater Management Act (Part 2.74 of the California Water Code), including to support the implementation of the UVBGSA Groundwater Sustainability Plan, UVBGSA is in need of technical support services, including, but not limited to, annual reporting, on-call technical support, board and advisory committee meeting support, monitoring and data operation and maintenance, including as set forth in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, due to CONSULTANT’s in-depth knowledge of the Ukiah Valley Basin, UVBGSA desires to retain CONSULTANT to provide technical consulting services.

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

WHEREAS, a separate agreement between UVBGSA and LARRY WALKER ASSOCIATES for on-call technical support services expired on June 30, 2026, and the parties therefore intend this AGREEMENT to be effective retroactively as of July 1, 2026, to account for the lapse in having a signed agreement.

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

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

The term of this Agreement shall be from July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONSULTANT hereunder shall not exceed \$105,000 for the term of this Agreement.

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the UVBGSA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, UVBGSA may upon two (2) weeks' written notice to CONSULTANT,

withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

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

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

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

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

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

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

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

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

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

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

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

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

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

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

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

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

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

Addresses for the purpose of giving notice are as follows:

To UVBGSA: UVBGSA
340 Lake Mendocino Dr. Ukiah, CA
95482
Email: msimerson@cityofukiah.com
Attn: Maya Simerson

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

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

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

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

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

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

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to UVBGSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by UVBGSA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following UVBGSA's last payment to CONSULTANT under this Agreement.
18. **TIME IS OF THE ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or cure period allowed in this Agreement.
19. **TERMINATION:** UVBGSA has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any UVBGSA officer authorized to execute or amend the contract, UVBGSA Chair of the Board of Directors, or any other person designated by UVBGSA. In the event that UVBGSA should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto.
20. **NON APPROPRIATION:** If UVBGSA should not appropriate or otherwise make available funds sufficient for the services set forth in this Agreement, or other means of performing the same functions of such services, UVBGSA may unilaterally terminate this Agreement only upon thirty (30) calendar days' written notice to CONSULTANT. Upon termination, UVBGSA shall remit payment for all products and services delivered to UVBGSA and all expenses incurred by

CONSULTANT prior to CONSULTANT'S receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of UVBGSA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of UVBGSA in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between UVBGSA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: The headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual written agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time UVBGSA has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, UVBGSA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to UVBGSA, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of UVBGSA's request and shall

thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without UVBGSAs prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the UVBGSAs General Manager or his or her written designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, including the quality of the work of the subcontractors, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
 - d. The UVBGSAs recognizes that Will Lewis Consulting, LLC, which is owned and operated by Will Lewis, is a subconsultant to the CONSULTANT and is considered for the purposes of this agreement an employee of the CONSULTANT and therefore, the CONSULTANT may delegate work assigned by the UVBGSAs to CONSULTANT to Will Lewis Consulting, LLC as the CONSULTANT deems appropriate.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of this AGREEMENT, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. Notwithstanding the foregoing, the obligations under Paragraphs 16 and 17 shall survive for the periods expressly stated in those paragraphs.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity. CONSULTANT hereby grants to UVBGSAs, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

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

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

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as an original document. Electronic signatures made using DocuSign, signature equivalents included with PDF software, or scanned wet signatures are acceptable.

34. COOPERATION WITH UVBGSA

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

35. PERFORMANCE STANDARD

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

36. ATTORNEYS' FEES

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

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

UKIAH VALLEY BASIN GSA

By: _____
Maya Simerson, General Manager
UVBGSA

Date: _____

LEGAL REVIEW

By:  _____
Jonathan Weldon, Assoc. General Counsel
UVBGSA

Date: July 17, 2027

LARRY WALKER ASSOCIATES

By: _____
Laura Foglia, Vice President
Larry Walker Associates

Date: _____

ADDRESS OF CONSULTANT:

Larry Walker Associates
1480 Drew Avenue Suite 100
Davis, CA 95619

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the services as stated in the *Proposed Scope of Work and Fee Schedule – Technical Support Services, Fiscal Year 2026-27*, attached to this Exhibit A and incorporated herein by reference.

[END OF DEFINITION OF SERVICES]



June 19, 2026

Maya Simerson
General Manager
Ukiah Valley Basin Groundwater Sustainability Agency
300 Seminary Ave
Ukiah, CA 95482
msimerson@cityofukiah.com
707-367-0699

Subject: Proposed Scope of Work and Fee Schedule –Technical Support Services, Fiscal Year 2026-27

Dear Ms. Simerson:

Thank you for your authorization to continue providing technical support to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) during the gap in coverage following expiration of our current agreement on June 30, 2026. In response to your request, Larry Walker Associates (LWA) is pleased to submit the following proposed Scope of Work and not-to-exceed fee schedule for Fiscal Year 2026-27 (July 1, 2026 through June 30, 2027) in support of the Agency's Groundwater Sustainability Plan (GSP) implementation.

This proposal is intended to support development of a professional services agreement for consideration by the UVBGSA Board of Directors at its August 13, 2026 meeting, which will be retractive to July 1, 2026. LWA's current Fiscal Year 2026-27 Rate Schedule is attached for reference (Attachment 1).

Scope of Work

LWA proposes to provide the tasks described below.

Task 1 — Annual Reporting

LWA will prepare the Water Year 2026 Annual Report required by the California Department of Water Resources (DWR) for the Ukiah Valley Basin. Work includes compiling and analyzing the monitoring data required for the report, preparing the report consistent with DWR's annual report requirements, and submitting the final report through the SGMA Data Portal.

Deliverables: Draft Water Year 2026 Annual Report for Agency review; final Annual Report submitted to DWR.

Timeline: Data compilation and analysis in fall/winter 2026; draft to the Agency by early March 2027; final submittal to DWR by the April 1, 2027 deadline.

Task 2 — On-Call Technical Support

LWA will provide on-call technical and consulting support for GSP implementation. Work includes regular check-in meetings and coordination with GSA staff; technical analyses and memoranda; support for data reporting to DWR; coordination with consultants (MCRCD and CLSI) tasked with field monitoring and data collection; and any other support requested by the General Manager or GSA staff.

Deliverables: Technical memoranda, analyses, presentations, and other support products as requested by the General Manager and GSA staff.

Timeline: Throughout the term, on a task-by-task basis as requested by the General Manager and GSA staff.

Task 3 — Board and TAC Meeting Support

LWA will prepare materials for, attend, and present at meetings of the Board of Directors and the Technical Advisory Committee (TAC), and provide related technical guidance and follow-up as requested by the General Manager and GSA staff.

Deliverables: Meeting attendance, technical presentations, and supporting materials for Board and TAC meetings.

Timeline: Throughout the term, in accordance with the Board and TAC meeting schedule.

Task 4 — Monitoring and Data Operation and Maintenance (O&M)

LWA will provide operation and maintenance support for the Agency's monitoring network and associated data management. Work includes operation and maintenance of water level sensors, stream gages, and telemetry; data download and quality assurance/quality control; preparation of data for use with the Ukiah Valley Integrated Hydrologic Model (UVIHM) and for reporting in the annual report; and coordination with the contractors collecting field data (CLSI and MCRCD).

Deliverables: A maintained monitoring network and quality-controlled monitoring data prepared for use in UVIHM and the annual report.

Timeline: Ongoing throughout the term, on the established monitoring schedule.

Fee Proposal

LWA proposes to perform the services described above on a time-and-expense basis, with the following not-to-exceed (NTE) amounts by task, consistent with the Fiscal Year 2026-27 budget approved by the Board of Directors for LWA:

Task	Not-to-Exceed Fee
Task 1 — Annual Reporting (Water Year 2026 Annual Report)	\$25,000
Task 2 — On-Call Technical Support	\$45,000
Task 3 — Board and TAC Meeting Support	\$20,000
Task 4 — Monitoring and Data Operations and Maintenance	\$15,000
Total Not-to-Exceed	\$105,000

Labor will be billed at the hourly rates set forth in the attached Fiscal Year 2026-27 Rate Schedule (Attachment 1). The total NTE amount shall not be exceeded without prior written authorization from the General Manager and approval by the Board.

We appreciate the opportunity to continue supporting the UVBGSA and look forward to another productive year. Please contact me at audrab@lwa.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Audra Bardsley', written over a circular stamp or seal.

Audra Bardsley, PhD
Senior Scientist, Larry Walker Associates, Inc. (Project Manager)
audrab@lwa.com | 510.883.9873 x416

Laura Foglia, PhD
Vice President, Larry Walker Associates, Inc. (Principal-in-Charge)
lauraf@lwa.com | 530.753.6400 x240

Attachment 1: Larry Walker Associates Fiscal Year 2026-27 Rate Schedule



LARRY WALKER
ASSOCIATES

Rate Schedule

July 1, 2026 - June 30, 2027

CLASSIFICATIONS/HOURLY

Administrative	\$84
Contract Administrator	\$158
AR/AP Manager	\$158
Graphic Designer	\$145
Project Level I-C	\$153
Project Level I-B	\$180
Project Level I-A	\$206
Project Level II-B	\$226
Project Level II-A	\$253
Senior I	\$274
Senior II	\$295
Associate I	\$310
Associate II	\$331
Vice President	\$349
Executive Vice President	\$357
Senior Executive	\$368
President	\$368

REIMBURSABLE COSTS

TRAVEL

Local Mileage	Current IRS Rate
Transportation	Actual Expense
Auto Rental	Actual Expense
Fares	Actual Expense
Room	Actual Expense
Subsistence/Per Diem Meals ⁽¹⁾	Current GSA Rate
Breakfast • Lunch • Dinner • Incidentals	Current GSA Rate

REPORT REPRODUCTION & COPYING

Per Color Copy, In-House	\$0.89
Per Black and White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense

DAILY EQUIPMENT RENTAL

Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
RTK-GPS, River Surveyor, Tracer Study Equipment	\$250.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle and All Equipment)	\$200.00

SUBCONTRACTORS

Subcontracted Services	Actual Expense Plus 10% Fee
------------------------	-----------------------------

¹ Charged when overnight lodging is required. U.S. General Services Administration rates are specified by location of work at gsa.gov. Rates above are in U.S. dollars and represent standard billing rates for the 2026–2027 fiscal year.

EXHIBIT B

PAYMENT TERMS

1. CONSULTANT shall be compensated on a time-and-expense basis, not to exceed \$105,000 and the CONSULTANT will charge UVBGSA in accordance with the allocated not-to-exceed amount for each task and the rate schedule shown in the attachment to Exhibit A. This fee shall not be exceeded without the prior written authorization from the UVBGSA General Manager and approval by the Board.
2. CONSULTANT shall submit invoices no less than quarterly, detailing the specific services provided and clearly explaining any incidental charges.
3. UVBGSA shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. Payments for work completed by CONSULTANT will be made by UVBGSA within 30 days of receipt of CONSULTANT's invoice.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

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

CONSULTANT shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]



LARRY WALKER
ASSOCIATES

2246 Sixth Street
Berkeley, CA 94710

530.753.6400
www.lwa.com

June 19, 2026

Maya Simerson
General Manager
Ukiah Valley Basin Groundwater Sustainability Agency
300 Seminary Ave
Ukiah, CA 95482
msimerson@cityofukiah.com
707-367-0699

Subject: Proposed Scope of Work and Fee Schedule –Technical Support Services, Fiscal Year 2026-27

Dear Ms. Simerson:

Thank you for your authorization to continue providing technical support to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) during the gap in coverage following expiration of our current agreement on June 30, 2026. In response to your request, Larry Walker Associates (LWA) is pleased to submit the following proposed Scope of Work and not-to-exceed fee schedule for Fiscal Year 2026-27 (July 1, 2026 through June 30, 2027) in support of the Agency's Groundwater Sustainability Plan (GSP) implementation.

This proposal is intended to support development of a professional services agreement for consideration by the UVBGSA Board of Directors at its August 13, 2026 meeting, which will be retractive to July 1, 2026. LWA's current Fiscal Year 2026-27 Rate Schedule is attached for reference (Attachment 1).

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Deliverables: Technical memoranda, analyses, presentations, and other support products as requested by the General Manager and GSA staff.

LARRY WALKER ASSOCIATES

Timeline: Throughout the term, on a task-by-task basis as requested by the General Manager and GSA staff.

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Fee Proposal

LWA proposes to perform the services described above on a time-and-expense basis, with the following not-to-exceed (NTE) amounts by task, consistent with the Fiscal Year 2026-27 budget approved by the Board of Directors for LWA:

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We appreciate the opportunity to continue supporting the UVBGSA and look forward to another productive year. Please contact me at audrab@lwa.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Audra Bardsley', written over a circular stamp or seal.

Audra Bardsley, PhD
Senior Scientist, Larry Walker Associates, Inc. (Project Manager)
audrab@lwa.com | 510.883.9873 x416

Laura Foglia, PhD
Vice President, Larry Walker Associates, Inc. (Principal-in-Charge)
lauraf@lwa.com | 530.753.6400 x240

Attachment 1: Larry Walker Associates Fiscal Year 2026-27 Rate Schedule



LARRY WALKER
ASSOCIATES

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July 1, 2026 - June 30, 2027

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Subcontracted Services	Actual Expense Plus 10% Fee
------------------------	-----------------------------

¹ Charged when overnight lodging is required. U.S. General Services Administration rates are specified by location of work at [gsa.gov](https://www.gsa.gov). Rates above are in U.S. dollars and represent standard billing rates for the 2026–2027 fiscal year.



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

STAFF REPORT

SUBJECT:Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) General Manager Update.

PREPARED BY: Maya Simerson, Senior Management Analyst

PRESENTER: Maya Simerson, General Manager

ATTACHMENTS:

1. GM Report
2. UVBGSA 2027 General Calendar
3. Final Report MCRCD to UVBGSA FY25-26
4. UVBGSA Fact Sheet 6 2026
5. UVBGSA Financial Report
6. CLSI GSA Discharge Report 2026

Summary:Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) General Manager update.

Background: The Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA/GSA) General Manager will provide an update on ongoing projects and activities of the agency.

Discussion: See attached list of projects and activities (Attachments 1-6), and associated materials to be discussed.

Recommended Action: Receive updates and provide direction if needed.

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 approved in June for final invoices
Agreement	Larry Walker & Associates	08/2025-06/30/2026	2025 annual report	completed
Agreement	Larry Walker & Associates	08/2025-02/01/2027	On Call Tec Services	Amendment Executed, FY27 Contract renewal to be consideration 8/13
Agreement	MCRCD	08/2025-06/30/2026	groundwater monitoring	Contract renewed in June
Agreement	MCRCD- CDFW Grant	Term of Grant (4/30/28)	ISW Field and Tec Support	Contract renewed in June
Agreement	CLSI	08/2025-06/30/2026	surface water monitoring	Contract renewed in June
Agreement	KMTG	2022 - 6/30/2026	Legal Counsel	Contract renewed in June
Agreement	Hansford Consulting	4/23/2026-12/31/2029	Tax roll calculations & GIS map	Contract executed
Agreement	City of Ukiah	ongoing	Professional Services Agreement	ongoing support services

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 submitted projects
Project	UVBGSA Website	ongoing	Updating	Feedback welcome
Project	Stantec	12/31/2026	ISP, FSS & Tec Memo	Work in progress
Project	CDFW Grant	Due March 2028	Staff engaged to support LWA	ongoing
Project	Tribal Engagement Meeting	June 30 at 5:30pm	GSA update, director and alternate nominations for board and TAC	coordinating with Stantec & DWR
Project	Governing Docs Update	n/a	updating of all three docs	in progress
Project	Prop 4 TAC Ad Hoc	summer/fall 2026	Identify Prop 4 projects	planning stage
Project	Joint Board and TAC Meeting	July 10th at 10:00am	ISP update from Stantec and Periodic Evaluation update from LWA	completed, Stantec workbook due 7/31

Update	2027 General Calendar	n/a	Review dates	provide feedback on any modifications (attachment 2)
Update	MCRCD annual report	n/a	FY2025-2026 annual report	review (attachment 3)
Project	Community Outreach	ongoing	Updated FAQ's	draft attached (attachment 4)
Update	Quarterly Financial Report	n/a	FY2025-2026 draft final reports	see attached financial reports (attachment 5)
Update	CLSI annual report	n/a	FY2025-2026 annual report	review (attachment 6)

2027 UVBGSA Schedule

UVBGSA Board

UVBGSA TAC

JANUARY

S	M	T	W	T	F	S
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FEBRUARY

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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26	27	28	29	30	31	

March 18 @ 1pm
Regular Meeting

February 3 @ 1pm
Regular Meeting

June 17 @ 1pm
Regular Meeting

May 5 @ 1pm
Regular Meeting

August 19 @ 1pm
Regular Meeting

October 6 @ 1pm
Regular Meeting

November 18 @ 1pm
Regular Meeting

Key

UVBGSA Board Meetings
UVBGSA TAC Meetings

Ukiah Valley Basin GSA

300 Seminary Ave
Ukiah, CA 95482

Meeting agendas, packets, minutes, &
videos can be accessed at:

ukiahvalleygroundwater.org



Annual Report: MCRCD to UVBGSA
Re: Groundwater Elevation Monitoring and Coordination Agreement 26-03

Mendocino County Resource Conservation District (MCRCD) agreed to provide Ukiah Valley Basin Groundwater Sustainability Agency (GSA) with groundwater elevation/quality monitoring for wells identified in the Groundwater Sustainability Plan according to a schedule created by Larry Walker Associates (LWA); and to attend meetings of the GSA.

Below is a summary of activities performed/deliverables provided by MCRCD to UVB GSA during fiscal year 2025-2026 per the contract Agreement 26-03 Scope of Work.

Tasks and Deliverables

During the first quarter, MCRCD collected monthly groundwater elevation monitoring data, communicated with well owners, updated records, input data to the SGMA portal and reported the data to the UVBGSA, and coordinated with UVBGSA consultants. Invoice #1 was submitted by MCRCD.

During the second quarter, MCRCD collected monthly groundwater elevation monitoring data, communicated with well owners, updated records, input data to the SGMA portal and reported the data to the UVBGSA, and coordinated with UVBGSA consultants. Invoice #2 was submitted by MCRCD.

During the third quarter, MCRCD collected monthly groundwater elevation monitoring data, communicated with well owners, updated records, input data to the SGMA portal and reported the data to the UVBGSA, attended GSA meetings, and coordinated with UVBGSA consultants. In addition, MCRCD contracted Blaine Tech to conduct well quality sampling. Blaine Tech delivered samples to Alpha Laboratories Analytics and reported results (Table 1). Results were reported to the Larry Walker & Associates as well. Invoice #3 was submitted by MCRCD.

During the fourth quarter, MCRCD collected monthly groundwater elevation monitoring data, communicated with well owners, updated records, input data to the SGMA portal and reported the data to the UVBGSA, and coordinated with UVBGSA consultants. Finally, MCRCD coordinated with GSA to develop the FY26-29 contract for continuing services for another year. Invoice #5 and the FY25-26 Annual Report were submitted by MCRCD.

Problems and Solutions

The MCRCD experienced issues with data failing to upload to the SGMA portal without being notified by the website. There was a lapse in uploads for 3 months, after which the MCRCD was able to retroactively upload the 3 months of data, and has not encountered any such issues since.

Table 1. Well Quality Results

Summary of Water Quality Samples Collected by Blaine Tech. and Analyzed by Alpha Analytical Laboratories for UVBGSA (January 2026)											
WELL #	BORON DETECTED (mg/L)	BORON LIMIT (mg/L)	IRON DETECTED (mg/L)	IRON LIMIT (mg/L)	MANGANESE DETECTED (mg/L)	MANGANESE LIMIT (mg/L)	SPECIFIC CONDUCTANCE (umhos/cm)	SPEC. COND. LIMIT (umhos/cm)	NITRATE DETECTED (mg/L)	NITRATE LIMIT (mg/L)	SAMPLE DATE
UVBGSA-01A	N/A	0.20	N/A	0.10	N/A	0.02	170	20	ND	1.0	1/6/2026
UVBGSA-01B	N/A	0.20	N/A	0.10	N/A	0.02	190	20	2.5	1.0	1/6/2026
UVBGSA-01C	N/A	0.20	N/A	0.10	N/A	0.02	670	20	ND	1.0	1/6/2026
UVBGSA-05	N/A	0.20	N/A	0.10	N/A	0.02	850	20	ND	1.0	1/6/2026
UVBGSA-06A	N/A	0.20	N/A	0.10	N/A	0.02	280	20	32	1.0	1/6/2026
UVBGSA-06B	N/A	0.20	N/A	0.10	N/A	0.02	250	20	12	1.0	1/6/2026
UVBGSA-06C	N/A	0.20	N/A	0.10	N/A	0.02	540	20	ND	1.0	1/6/2026
UVBGSA-06D	N/A	0.20	N/A	0.10	N/A	0.02	300	20	ND	1.0	1/6/2026
UVBGSA-07	N/A	0.20	N/A	0.10	N/A	0.02	230	20	ND	1.0	1/6/2026
DUP-1 (UVBGSA 6a)	N/A	0.20	N/A	0.10	N/A	0.02	280	20	31	1.0	1/6/2026
Above Limit	"ND" = Not Detected/Below Limit		N/A (Not tested in 2026 per GSP guidelines)								

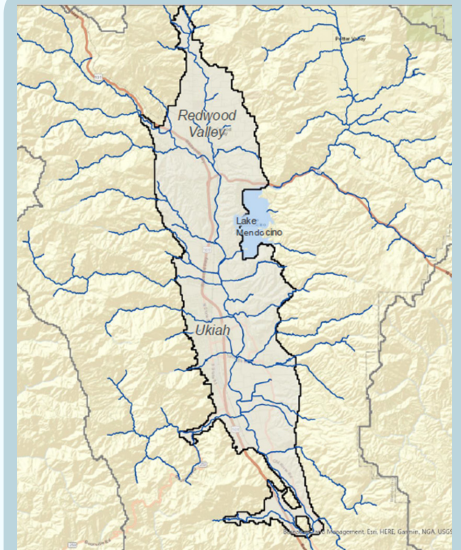
Figure 1. J. MCRCD sampling well Ukiah Valley-25





Sustainable Groundwater Management in the Ukiah Valley Basin

In response to significant drought conditions, California enacted the Sustainable Groundwater Management Act of 2014 (SGMA) to establish local management of groundwater resources in basins throughout the state. The [Ukiah Valley Basin Groundwater Sustainability Agency](#) (UVBGSA) was created in 2017 to meet SGMA requirements.



The Ukiah Valley Basin underlies the Ukiah and Redwood Valleys of Mendocino County (a surface area of 37,500 acres)

What is Groundwater?

Water from rain and melting snow seeps into the ground and is stored beneath the earth's surface. It can be pumped from wells for drinking water, irrigation, and other uses. In the Ukiah Valley region, agriculture is the largest user of groundwater, followed by urban and municipal uses that supply homes, businesses, parks, and public facilities.

What is the Sustainable Groundwater Management Act (SGMA)?

California law intended to prevent excessive groundwater pumping and protect underground water supplies for future generations. Before SGMA, there were few limits on groundwater use. The law provides a framework for local agencies to sustainably manage groundwater resources in the long-term.

The UVBGSA Board of Directors include the City of Ukiah, County of Mendocino, the Russian River Flood Control and Water Conservation Improvement District, and a Tribal and an Agricultural Seat. The GSA is supported by a Technical Advisory Committee and administered by the City of Ukiah.

The [Ukiah Valley Basin Groundwater Sustainability Plan](#) (GSP) was developed by the GSA and approved in 2023. The GSP sets policies and strategies for how the basin will reach long-term sustainability and outlines standards for groundwater management and use, considering the needs of agricultural, residential, industrial, municipal, and ecological users. **Sustainability indicators monitored in the basin include groundwater levels, groundwater storage, water quality, land subsidence, and interconnected surface water.**

The UVBGSA works to safeguard water supply and quality by:



Implementing the GSP: conducting studies to characterize surface and groundwater interconnections and ecosystems that support Chinook salmon and steelhead as well as conducting public outreach.



Reporting on SGMA compliance: monitoring conditions in the basin to demonstrate progress towards sustainability.

The GSA funds these activities with grants and revenue collected through the [Groundwater Sustainability Fee](#), enacted in 2024. Depending on how you receive your water, you may also be paying a utility bill to your water provider. Whereas those fees cover the cost of everyday water use, the GSA's annual fee supports the region in ensuring groundwater is used sustainability for decades to come.

Scan the QR code or go to ukiahvalleygroundwater.org/fee/ to estimate how much you can expect to pay under the GSA's Groundwater Sustainability Fee





Gestión sostenible del agua subterránea en la Cuenca del Valle de Ukiah

En respuesta a la sequía, California adoptó la Ley de Gestión Sostenible del Agua Subterránea (SGMA, por sus siglas en inglés) de 2014 para establecer una gestión local de los recursos de agua subterránea en las cuencas del estado. [La Agencia para la Sostenibilidad del Agua Subterránea de la Cuenca del Valle de Ukiah](#) (UVBGSA, GSA) se creó en 2017 para cumplir con los requisitos de SGMA.

Agua subterránea

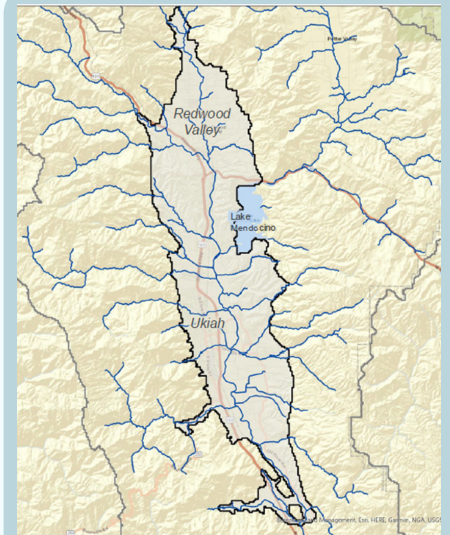
Cuando el agua de lluvia y de la nieve se derrite se filtra en el suelo y se almacena bajo la superficie terrestre. Se puede extraer de pozos para obtener agua potable, para el riego y otros usos. En la región del Valle de Ukiah, la agricultura es el principal consumidor de agua subterránea, seguida de los usos urbanos y municipales que abastecen a hogares, empresas, parques e instalaciones públicas.

Ley de Gestión Sostenible del Agua Subterránea (SGMA)

Legislación de California para evitar la extracción excesiva del agua subterránea y proteger las reservas para las generaciones futuras. Antes de SGMA, apenas existían restricciones al uso del agua subterránea. La ley establece un marco para que las autoridades locales gestionen de forma sostenible los recursos a largo plazo.

El Consejo Directivo de la UVBGSA está compuesta por representantes de la Ciudad de Ukiah, el Condado de Mendocino, el Distrito de Control de Inundaciones y Mejora de la Conservación del Agua del Río Russian, así como por un representante de una tribu y otro del sector agrícola. El GSA cuenta con el apoyo de un Comité Asesor Técnico y está gestionada por la Ciudad de Ukiah.

El [Plan de Sostenibilidad del Agua Subterránea](#) (GSP) de la Cuenca del Valle de Ukiah fue elaborado por la GSA y aprobado en el 2023. El GSP establece estrategias para que la cuenca alcance sostenibilidad a largo plazo y define estándares para la gestión y el uso del agua subterránea, teniendo en cuenta las necesidades de los usuarios agrícolas, residenciales, industriales, municipales y ecológicos. **Entre los indicadores de sostenibilidad que se supervisan en la cuenca se incluyen los niveles de agua subterránea, el almacenamiento de agua subterránea, la calidad del agua, el hundimiento del terreno y las aguas superficiales interconectadas.**



La Cuenca del Valle de Ukiah se extiende bajo los Valles de Ukiah y Redwood, en el Condado de Mendocino (con una superficie de 37,500 acres)

La UVBGSA trabaja para garantizar el suministro y la calidad del agua mediante:



Implementación del GSP: realización de estudios para caracterizar las interconexiones entre las aguas superficiales y las aguas subterráneas y los ecosistemas que albergan al salmón Chinook y a la trucha arcoíris, así como la realización de actividades de divulgación pública.



Presentación de informes sobre el cumplimiento de la SGMA: monitoreo de las condiciones en la cuenca para demostrar avances hacia la sostenibilidad.

La GSA financia estas actividades mediante subvenciones y los ingresos recaudados a través de la [Tarifa de Sostenibilidad del Agua Subterránea](#), aprobada en el 2024. Dependiendo de cómo reciba el suministro de agua, es posible que también tenga que pagar una factura a su proveedor de agua. Mientras que esas tarifas cubren el costo del consumo diario de agua, la tarifa anual de la GSA ayuda a la región a garantizar un uso sostenible del agua subterránea durante las próximas décadas.

Escanee el código QR o visite ukiahvalleygroundwater.org/fee/ para calcular cuanto pudiera pagar por la tarifa de Sostenibilidad:



UVBGSA Financial Reports for FY2026 as of 7/24/2026

Open Items/Unresolved Items Impacting Financials:

Prior year-end reserves are not reflected in the QuickBooks budget module, causing budgeted revenue to appear lower than the revenue included in the approved FY26 budget.

Items to Note:

- As of 06/30, a grant receivable of \$91,066.49 was recorded for the Q4 reimbursement, which is expected to be received in August.
- The final Teeter payment from the county is also expected to be received in August.
- A few payments were received from landowners after the most recent statements were mailed. I will send another round of statements in August

Items Attached:

- Balance Sheet
- P&L vs. Budget
- Customer Balance Summary

Ukiah Valley Basin GSA

Balance Sheet

As of June 30, 2026

	Jun 30, 26
ASSETS	
Current Assets	
Checking/Savings	
Bank Account - County	447,733.79
Total Checking/Savings	447,733.79
Accounts Receivable	
Accounts Receivable	143,212.28
Total Accounts Receivable	143,212.28
Total Current Assets	590,946.07
TOTAL ASSETS	590,946.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-8,187.50
Total Accounts Payable	-8,187.50
Total Current Liabilities	-8,187.50
Total Liabilities	-8,187.50
Equity	
Opening Balance Equity	5,315.31
Unrestricted Net Assets	330,817.47
Net Income	263,000.79
Total Equity	599,133.57
TOTAL LIABILITIES & EQUITY	590,946.07

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07/24/26

Accrual Basis

Ukiah Valley Basin GSA
Profit & Loss Budget vs. Actual
 July 2025 through June 2026

	Jul '25 - Jun 26	Budget
Ordinary Income/Expense		
Income		
Bad Debt	0.00	-15,800.00
Grants	334,994.99	471,700.00
GSA Fee Revenue		
Direct Billing - PWS	182,264.24	0.00
Direct Billing - TE	6,144.16	0.00
Penalties and Interest	-95.72	
Property Tax Roll	492,512.68	0.00
GSA Fee Revenue - Other	0.00	643,860.00
Total GSA Fee Revenue	680,825.36	643,860.00
Total Income	1,015,820.35	1,099,760.00
Gross Profit	1,015,820.35	1,099,760.00
Expense		
GSA Admin		
Admin Staff Transition	11,656.43	0.00
Board & TAC Meetings	29,380.40	42,000.00
County Administration	0.00	5,500.00
County Fee Costs	8,904.23	12,000.00
Fee Program Admin	0.00	7,600.00
Insurance	2,437.50	2,800.00
Legal	15,839.00	45,000.00
Levy Administration	27,579.68	24,000.00
PSA - City of Ukiah	24,455.50	
Stakeholder Outreach/Comms	1,856.21	
Total GSA Admin	122,108.95	138,900.00
GSA Admin - PMA		
Contracts/Fiscal Management	37,955.45	20,200.00
Grant Administration	3,155.55	45,000.00
GSP Implementation Oversight	1,438.56	10,600.00
Outreach, Engagement, Annual WS	0.00	3,700.00
Small GSA Coalition Membershi	2,500.00	3,750.00
Website/Email	2,352.01	2,500.00
Total GSA Admin - PMA	47,401.57	85,750.00

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07/24/26

Accrual Basis

Ukiah Valley Basin GSA
Profit & Loss Budget vs. Actual
 July 2025 through June 2026

	Jul '25 - Jun 26	Budget
GSA Support GSP Implementation		
Annual Reporting	5,757.25	25,000.00
As-needed Technical Support	16,835.00	20,000.00
Compliance Reporting	21,895.75	
Monitoring and Data Collection	30,575.58	31,500.00
Technical Support	27,102.25	56,400.00
Total GSA Support GSP Implementation	102,165.83	132,900.00
Project & Management Actions		
GSP Periodic Evaluation	72,536.35	168,240.00
Interconnected SW-GW Study	334,994.99	426,700.00
Periodic Model Updates	18,960.00	89,520.00
Well Inventory Study	54,651.87	97,200.00
Total Project & Management Actions	481,143.21	781,660.00
Total Expense	752,819.56	1,139,210.00
Net Ordinary Income	263,000.79	-39,450.00
Net Income	263,000.79	-39,450.00

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07/24/26

Ukiah Valley Basin GSA
Customer Balance Summary
As of June 30, 2026

	<u>Jun 30, 26</u>
_PROPERTY TAX ASSESSMENTS	47,994.38
CA DEPT OF FISH & WILDLIFE	91,066.49
CALTRANS	88.87
FRED SAGEHORN & SON INC	116.69
GREAT REDWOOD TRAIL AGENCY	95.53
GROVER T WRIGHT TTEE	210.85
LUCIELLE M NEESE TTEE	40.19
MARK HELLER	49.48
MINERVA C OGLE	85.47
NEBULA HOLDINGS RV LLC	992.31
NORGARD PROPERTIES INC	22.71
ORACLE OAK RANCH	38.72
QUASAR HOLDINGS LLC	83.51
REDWOOD EMPIRE FAIR	232.34
SHAW FAMILY PARTNERSHIP	61.60
STATE OF CALIFORNIA	131.94
THORNHILL VINEYARD PROPERT	756.06
Twelfth District Agricultu	199.64
VICHY SPRINGS COMMUNITY HO	106.25
YOKAYO TRIBE OF INDIANS	799.15
ZAINA VINEYARDS LLC	40.10
TOTAL	<u>143,212.28</u>

California Land Stewardship Institute
550 Gateway Drive Suite 106
Napa, CA. 94558
707 741 9658

To: Maya Simerson, City of Ukiah
From: Connor Bennett, Ca. Land Stewardship Institute

Subject: Final summary report on discharge measurements for GSA gages Forsythe Creek and East Road for July 2025 - June 2026

Date: 7/13/26

Staff from the California Land Stewardship Institute completed discharge measurements using a standard pygmy meter and AquaCalc Pro attached to a wading rod at the established East Road gage on the West Fork Russian River. The measurements were collected following the U.S. Geological Survey (USGS) protocol for discharge measurements (Rantz 1982). Data was collected at regular intervals along a cross section and discharge was computed using the USGS AquaCalc Pro software. The hydrographer took two sets of measurements at the East Road site during each visit on 4/22, 4/24, 5/21, and 5/22/2026. The Forsythe Creek gage was down during the monitoring period, so discharge measurements were not collected at that site.

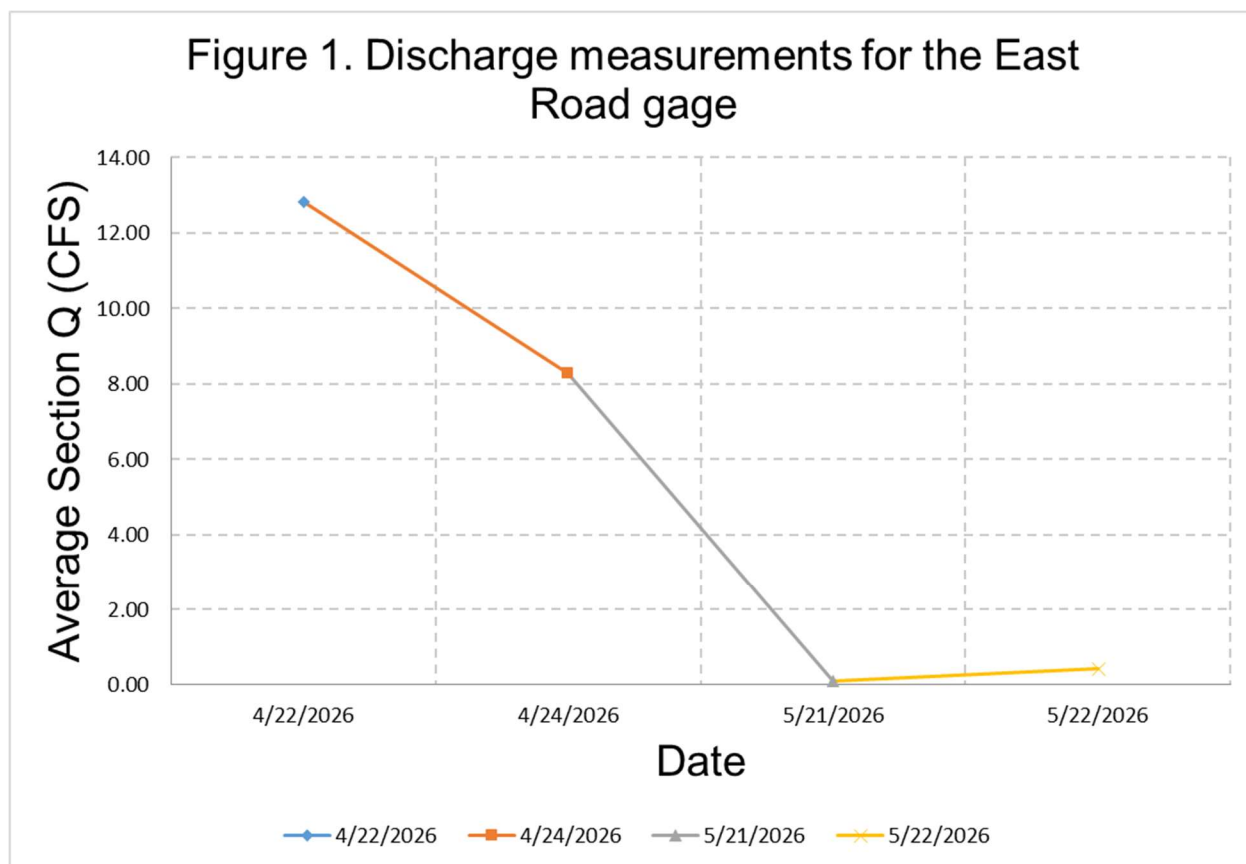


Table 1. Discharge Measurement by date and site

Date	Site	Average Section Q (in CFS)
4/22/2026	East Road	12.83
4/24/2026	East Road	8.29
5/21/2026	East Road	0.09
5/22/2026	East Road	0.42

Discharge at the East Road gage declined from 12.83 CFS on 4/22/2026 to 8.29 CFS on 4/24/2026 and reached very low levels in late May. The lowest average discharge was 0.09 CFS on 5/21/2026, followed by 0.42 CFS on 5/22/2026. No discharge measurements were available for the Forsythe Creek gage because the gage was down during the monitoring period.

References

Rantz, S. E. 1982. Measurement and Computation of Stream Flow: Volume 1. Measurement of Stage and Discharge. U.S. Geological Survey Water-Supply Paper 2175.