

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

STAFF REPORT

Agenda Item 8: Ukiah Valley Basin Groundwater Sustainability Agency Update

Monday, September 14, 2026

The Strategic Plan relevant priority is **Strategic Partnerships**: Collaborating with partners to achieve aligned goals for a mutual benefit, Goal 3: Collaborate with strategic partners to enhance accountability and transparency.

Background

The Ukiah Valley Groundwater Sustainability Agency (UVBGSA) was established through a Joint Powers Agreement effective May 10, 2017, among the County of Mendocino, City of Ukiah, Russian River Flood Control and Water Conservation Improvement District (RRFC), and Upper Russian River Water Agency (URRWA). The Basin is a medium-priority basin under the Sustainable Groundwater Management Act (SGMA), and the UVBGSA serves as the Groundwater Sustainability Agency for the Ukiah Valley Basin.

The UVBGSA's Groundwater Sustainability Plan (GSP) was approved by the California Department of Water Resources (DWR) on July 27, 2023. The member agencies have continued to operate under the original JPA while gaining experience with governance, administration, groundwater management, and implementation of the GSP.

The Upper Russian River Watershed Authority withdrew from the JPA effective July 7, 2025. The Ukiah Valley Water Authority (UVWA) is eligible and desires to become a member of the UVBGSA. The original JPA requires amendments to be in writing and signed by all Members and requires unanimous consent for admission of a new member. The proposed Amended and Restated JPA therefore updates the governing agreement and replaces the former membership structure with UVWA as a member.

Discussion

The four member agencies are being asked to take coordinated action on three related documents:

1. Resolution approving the Amended and Restated JPA

The resolution is intended to provide each member agency's formal approval of the Amended and Restated JPA and authorization for execution of the governing documents. The resolution also authorizes the appropriate official to execute the documents and take ministerial actions necessary to complete the transaction.

2. Amended and Restated Joint Powers Agreement

The proposed Amended and Restated Agreement supersedes the original 2017 Agreement in its entirety upon its effective date. The revised Agreement reflects the current membership and provides an updated framework for operation of the UVBGSA.

3. Technical Advisory Committee Memorandum of Understanding

This establishes the structure and operating framework for the UVBGSA Technical Advisory Committee (TAC.) The TAC is intended to provide technical information and recommendations to the Board regarding groundwater management policies and programs and the interaction between groundwater and surface water.

(continued...)

The Agreement will become effective after it has been approved and executed by all required member agencies. Following approval by each governing body, the executed documents should be returned to UVBGSA for compilation of the fully executed agreements. Each Member will ultimately receive an executed counterpart of the Agreement.

General Update

At its August 26, 2026 meeting, the Groundwater Sustainability Agency Board approved several Amended and Restated Governing Documents and received updates on the Groundwater Dependent Ecosystem and Interconnected Surface Water Study and development of the 2027 Periodic Evaluation. A new Strategic Plan was introduced to and adopted by the Board. The consent calendar included authorization for the General Manager (GM) to execute the Agreement with consultants to continue technical support to the Groundwater Sustainability Agency (GSA) and was approved by the Board. The GM provided reports on operations, future meeting calendars, financial reports, etc. Tribal engagement continues with a priority intent to have Tribal representative seats filled. See **attached** GSA Staff Reports on the Periodic Evaluation and the Groundwater Ecosystem and Interconnected Surface Water Study.

Recommendation

- Move to Adopt the Resolution Approving the Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency;
and
- Move to Approve the Ukiah Valley Basin Groundwater Sustainability Agency Technical Advisory Committee Memorandum of Understanding;
and
- Move to Authorize Staff, Board President, and/or Legal Counsel to take any ministerial actions necessary to complete execution and transmit the fully executed documents to the Ukiah Valley Basin Groundwater Sustainability Agency.

Attachments

- DRAFT Resolution Approving the Amended and Restated JPA including Exhibit A: the DRAFT Amended and Restated Joint Powers Agreement of the Ukiah Valley Basin Groundwater Sustainability Agency
- DRAFT Technical Advisory Committee Memorandum of Understanding
- Ukiah Valley Basin GSA Periodic Evaluation and the Groundwater Ecosystem 8/26/26 staff report
- Ukiah Valley Basin GSA Interconnected Surface Water Study 8/26/26 staff report

Note: The Proposed Amended and Restated Joint Powers Agreement Redline Version is available at <https://rrfc.specialdistrict.org/2026-09-14-board-meeting>

* * * *

Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

Resolution #25-06
**of the Mendocino County Russian River Flood Control &
Water Conservation Improvement District**
**Approving the Amended and Restated Joint Powers Agreement
of the Ukiah Valley Basin Groundwater Sustainability Agency**

WHEREAS, the Mendocino County Russian River Flood Control & Water Conservation Improvement District (District) is an Independent Special District duly organized and existing under the laws of the State of California; 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, Mendocino County 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 District 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

A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of Mendocino County Russian River Flood Control & Water Conservation Improvement District, 304 N. State St, #2, Ukiah, CA 95482.

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 August 13, 2026, the UVBGSA Board of Directors adopted Resolution No. 2026-03 approving the proposed Amended and Restated Joint Powers Agreement and directing UVBGSA staff to transmit it to the Members for consideration and approval by their respective governing bodies; and

WHEREAS, the proposed Amended and Restated Agreement is attached as **Exhibit A**, incorporated herein by this reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mendocino County Russian River Flood Control & Water Conservation Improvement District as follows:

1. All recitals are true and correct.
2. The Mendocino County Russian River Flood Control & Water Conservation Improvement District Board 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 Mendocino County Russian River Flood Control & Water Conservation Improvement District Board 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 General Manager of the District is hereby authorized and directed to execute the Amended and Restated Agreement on behalf of the Agency.
5. The General Manager of the District is further authorized to approve and execute any nonmaterial revisions to the Amended and Restated Agreement that: (i) are approved as to form by District 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 District.

6. The General Manager, District Legal Counsel, and other appropriate officers and employees of the District 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.
7. The Mendocino County Russian River Flood Control & Water Conservation Improvement District Board 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.
8. 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.

ADOPTED by the Board of Trustees of the Mendocino County Russian River Flood Control & Water Conservation Improvement District on 14th day of September, 2026 by the following vote:

John Reardan	Yes / No / Abstain / Absent
Dave Koball	Yes / No / Abstain / Absent
John Bailey	Yes / No / Abstain / Absent
Tyler Rodrigue	Yes / No / Abstain / Absent
Christopher Watt	Yes / No / Abstain / Absent

Signed: _____

Christopher Watt, President

Attest: _____

Elizabeth Salomone, General Manager

**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: _____

DRAFT

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

Ukiah Valley Water Authority

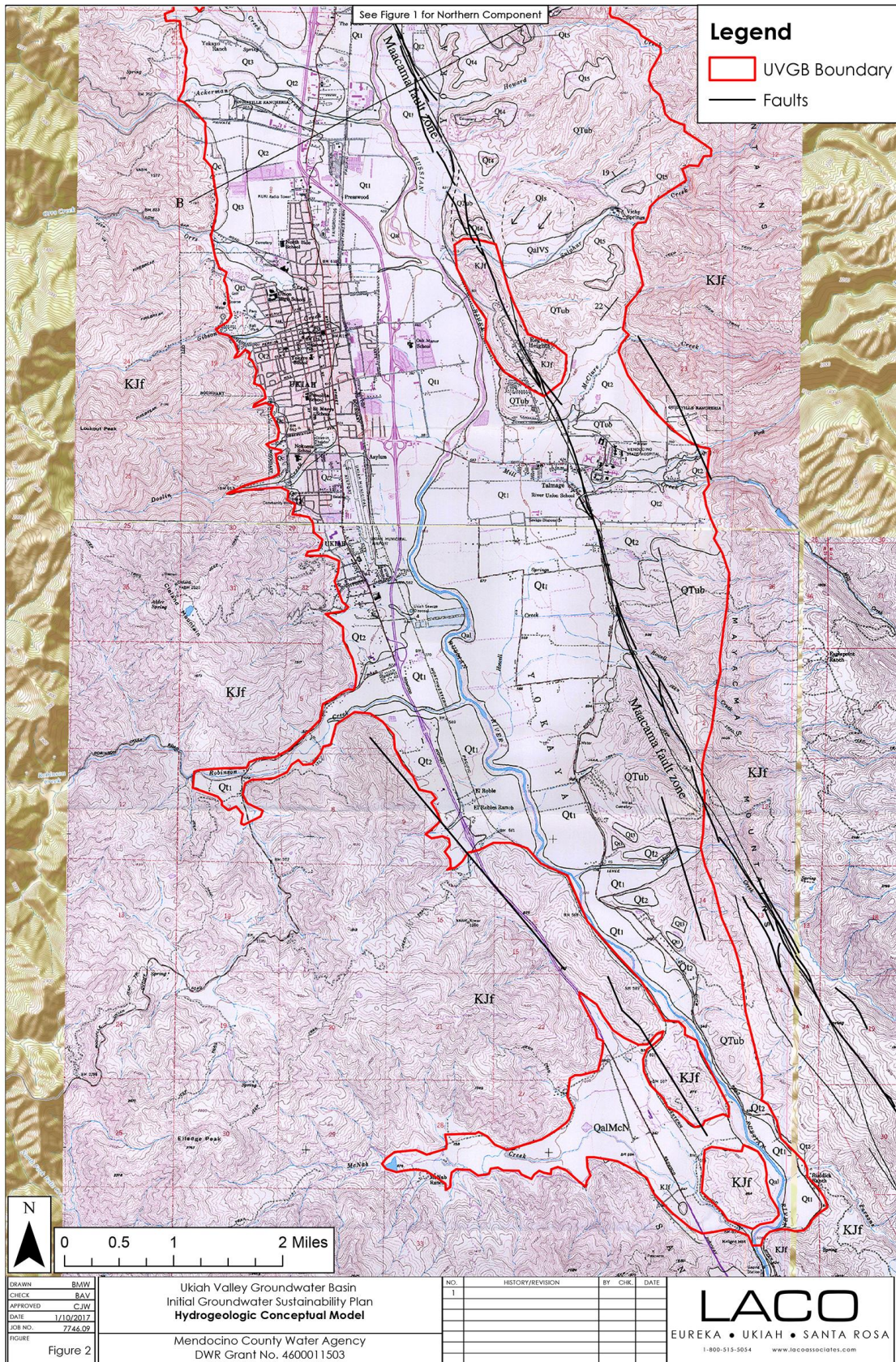
By: _____

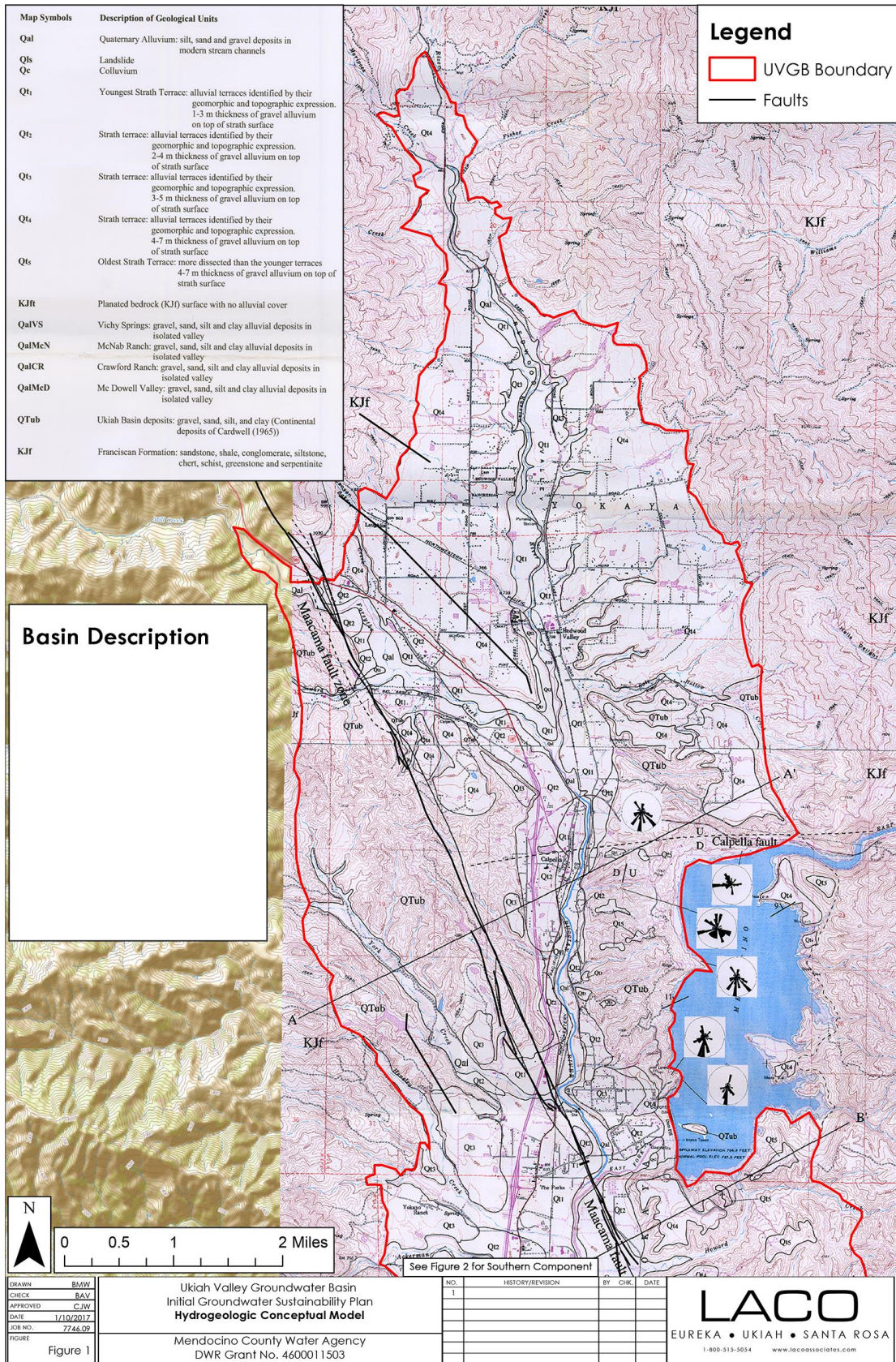
Date: _____

Name: _____

Title: _____

DRAFT





**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 UVBGS, 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 UVBGS Board of Directors, or a unanimous vote of the TAC members.
5. Additional Matters of Mutual Interest. The following activities have been identified as additional matters of mutual interest to the Parties. The TAC may add, remove or modify this list at any time without amending this MOU.

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

6. General Provisions.

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

UVBGSA

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

UVWA

300 Seminary Ave
Ukiah, CA 95482

COUNTY OF MENDOCINO

501 Low Gap Road
Ukiah, CA 95482

CITY OF UKIAH

300 Seminary Ave
Ukiah, CA 95482

RRFC

PO Box 2104
Ukiah, CA 95482

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: Christopher Watt

Title: Board President

Date: _____



**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: 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.