UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

BYLAWS

ADOPTED BY: Board of Directors

ADOPTED: November 9, 2017

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

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PREAMBLE

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

ARTICLE 1. THE AGENCY

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

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

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

ARTICLE 2. BOARD OF DIRECTORS

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

2.2 PROCEDURE FOR APPOINTMENT OF BOARD MEMBERS

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

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

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

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

ARTICLE 3. BOARD MEETINGS

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

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

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

3.3.1 Call to Order.

3.3.2 Roll Call.

3.3.3 Approval of Minutes of the Previous Meeting.

3.3.4 Public Comment Period

3.3.5 Staff Updates.

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

3.3.7 Directors Reports.

3.3.8 Adjournment.

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

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

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

ARTICLE 4. OFFICERS

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

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

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

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

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

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

4.7 RESPONSIBILITIES OF OFFICERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Take any final action on matters which, under the Agreement, require approval by a majority vote of the Board;

ii. Amend or repeal the Bylaws or adopt new Bylaws;

iii. Amend or repeal any resolution of the Board; or,

iv. Appoint any other committees of the Board or the members of these committees.

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

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

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

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

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

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

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

i. Take any final action on matters which, under the Agreement, require approval by a majority vote of the Board;

ii. Amend or repeal the Bylaws or adopt new Bylaws;

iii. Amend or repeal any resolution of the Board; or

iv. Appoint any other committees of the Board or the members of these committees.

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

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

ARTICLE 6. AGENCY ADMINISTRATION, MANAGEMENT AND STAFFING

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. FINANCES

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

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

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

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

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

ARTICLE 8. SPECIAL PROJECTS

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

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

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

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

ARTICLE 9. DEBTS AND LIABILITIES

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

ARTICLE 10. RECORDS RETENTION

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

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

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

10.1.3 Approved Resolutions and Agreements.

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

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

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

ARTICLE 11. ETHICS AND CONFLICTS OF INTEREST

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

ARTICLE 12. AMENDMENT

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

ARTICLE 13. DEFINITIONS AND CONSTRUCTION

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