



## Vina Groundwater Sustainability Agency

308 Nelson Avenue  
Oroville, CA 95965  
(530) 552-3592

Agenda Prepared: 10/7/2023

Agenda Posted: 10/7/2023

Prior to: 5:30 p.m.

### Board Members:

Raymond Cooper  
Tod Kimmelshue  
Kasey Reynolds

## VINA GROUNDWATER SUSTAINABILITY AGENCY ADJOURNED REGULAR BOARD MEETING

Meeting Agenda

OCTOBER 11, 2023, 5:30 P.M.

**Conference Room 1, Chico City Council Chamber Building, 421 Main Street, Chico CA**  
**(Please note new room location due to technical difficulties in the Council Chamber)**

**IN PERSON AND ONLINE MEETING VIA ZOOM FOR VIEWING ONLY**

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Any materials related to an item on this Agenda are available for public inspection online at <https://www.vinagsa.org/>

## PUBLIC PARTICIPATION:

Please use the following information to remotely view the Vina GSA Board meeting online. ***Pursuant to recent changes to the Brown Act Teleconferencing Rules, no public comments or questions will be taken online.***

### ZOOM MEETING INFORMATION:

To access the live meeting, you have the following options:

1. Join Zoom Meeting
  - a. <https://us02web.zoom.us/j/86983600705>
2. From a web browser <https://zoom.us/join>
  - a. When prompted, use Meeting ID: 869 8360 0705
3. Directly from your mobile phone you can tap:
  - a. +16699006833, 86983600705# US (San Jose)
4. Dial-in using your landline or mobile phone to:
  - a. 1 669 900 6833
  - b. When prompted, use Meeting ID: 869 8360 0705

Please note when you access the meeting, ***you will be placed into a waiting room and admitted*** into the meeting by the Meeting Host. You will also be placed on mute and will not be able to provide comments in the meeting.

### PUBLIC COMMENT INFORMATION:

Public comment will be accepted in-person at the meeting or may be submitted by email prior to the meeting to [VINAGSAPUBLICCOMMENTS@CHICOCA.GOV](mailto:VINAGSAPUBLICCOMMENTS@CHICOCA.GOV). **If you would like to address the Board at this meeting, you are requested to complete a speaker card and hand it to the Board Clerk prior to the conclusion of the staff presentation for that item.** A time limit of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for agenda items has been established. If more than 10 speaker cards are submitted for agenda items, the time limitation may be reduced to one and a half minutes per speaker.

When submitting public comments via email, please indicate the item number your comment corresponds to in the subject line. Comments submitted will be sent to the full GSA Board members electronically prior to the start of the meeting. Email comments will be acknowledged and read into the record by name only during the public comment period for each agenda item. Emailed comments received prior to the end of the meeting will be made part of the written record but not acknowledged at the meeting.

**VINA GROUNDWATER SUSTAINABILITY AGENCY BOARD  
ADJOURNED REGULAR MEETING AGENDA  
OCTOBER 11, 2023**

**1. VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) REGULAR BOARD MEETING**

- 1.1. Call to Order
- 1.2. Introduction of the Primary Agricultural and Domestic Well User Stakeholder Board Members approved by the Butte County Board of Supervisors at its meeting on 10/10/23.
- 1.3. Roll Call
- 1.4. Election of Chair and Vice Chair (*Linda Herman*)

**2. CONSENT AGENDA:**

**2.1. APPROVAL OF THE 8/23/23 VINA GSA BOARD MEETING MINUTES.**

**Action:** Approve the Vina GSA meeting minutes.

**3. ITEMS REMOVED FROM CONSENT – IF ANY**

**4. PUBLIC COMMENTS**

Members of the public may address the Board at this time on any matter not already listed on the agenda; comments are limited to three minutes. The Board cannot take any action at this meeting on requests made under this section of the agenda.

**5. NOTICED PUBLIC HEARINGS: NONE**

**6. REGULAR AGENDA**

**6.1. CONSIDERATION OF AN AMENDMENT TO THE VINA GSA STAKEHOLDER ADVISORY COMMITTEE (SHAC) CHARTER.**

The Vina GSA Board will consider an amendment to the SHAC Charter regarding Committee appointments requested by the Board at their 8/28/23 meeting and other revisions recommended by the Management Committee. (*Report – Kamie Loeser*)

**RECOMMENDATION:** Adopt Amendment No.3 to the SHAC Charter.

**6.2. CONSIDERATION OF APPOINTMENTS TO THE STAKEHOLDER ADVISORY COMMITTEE.**

Pursuant to Section 11.3 and Appendix A of the JPA, an Advisory Committee consisting of ten (10) Board appointed at-large members representing various stakeholder interests was established to advise the Vina GSA. The recruitment for five (5) SHAC members whose terms have or will expire was conducted and the Board will consider applications for appointment of the new members. (*Report – Kamie Loeser*)

**RECOMMENDATION:** Review the applications and appoint members representing the following Stakeholder positions:

- |                                 |                |
|---------------------------------|----------------|
| • Agricultural Groundwater User | 2 appointments |
| • Domestic Well User            | 1 appointment  |
| • Environmental Representative  | 1 appointment  |

**6.3. CONSIDERATION OF A 2024 ANNUAL WORK PLAN FOR THE VINA GSA**

The Board will review and consider a Draft Annual Work Plan outlining the anticipated tasks and activities that may take place during the 2024 calendar year. *(Report – Christina Buck)*

**RECOMMENDATION:** Approve the 2024 Vina GSA Annual Work Plan or provide direction to the Management Committee.

**6.4. CONSIDERATION OF A COST SHARE AGREEMENT BETWEEN THE VINA GSA AND THE COUNTY OF BUTTE.**

The Board will review and consider an agreement with the County of Butte to provide compensation for specific administrative and management services performed by County staff in support of the GSA, including those which are outlined in the 2024 Work Plan or related to carrying out grant-funded projects and activities. *(Report – Christina Buck)*

**RECOMMENDATION:** Adopt the GSA Administrative Cost Share Agreement or provide direction to the Management Committee.

**6.5. CONSIDERATION OF THE 2024 VINA GSA BOARD AND SHAC MEETING CALENDAR**

The Board will consider Management Committee's recommended calendars for both the Vina GSA Board and SHAC meetings in 2024. *(Report – Linda Herman)*

**RECOMMENDATION:** Adopt the 2024 Vina GSA Board meeting calendar and approve the 2024 SHAC meeting calendar or provide direction to the Management Committee.

**7. COMMUNICATIONS AND REPORTS**

**7.1.** 2023 Annual Water Year Report Schedule\_ *(Verbal Report – Christina Buck)*

**8. ADJOURNMENT:**

The Vina GSA Board meeting will adjourn to a Closed Session in Conference Room 2 after tonight's Vina GSA Board Meeting.

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**1. CLOSED SESSION**

1.1 Call to Order

**2. CLOSED SESSION AGENDA**

**2.1 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) AND 54956.9(E)(5), CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION AGAINST THE AGENCY.**

Section 54956.9(d)(2) states: "A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Section 54956.9(e)(5) applies when a statement is made outside of an open and public meeting threatening litigation, and an agency official having knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting.

Statements have been made by landowners potentially subject to proposed property-related fees. These statements have been made to Vina GSA Board members and these Board members have contemporaneous or other record of the statements.

**2.2 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - AQUALLIANCE, CALIFORNIA WATER IMPACT NETWORK, AND CALIFORNIA SPORTFISHING PROTECTION ALLIANCE VS. VINA GROUNDWATER SUSTAINABILITY AGENCY.**

**3 CLOSED SESSION ANNOUNCEMENT:**

Report on any action taken during the Closed Session.

**4 ADJOURNMENT:**

The Vina GSA Closed Session will adjourn to a Vina GSA Board Regular Meeting on **March 13, 2024**, at 5:30 p.m. at the Chico City Council Chamber Building at 421 Main Street., Chico, CA and online via Zoom for viewing only.



Please contact the City of Chico Public Works Department at (530) 894-4200 if you require an agenda in an alternative format or if you need to request a disability-related modification or accommodation. This request should be received at least three working days prior to the meeting.

**MINUTES OF THE  
VINA GROUNDWATER SUSTAINABILITY AGENCY  
ADJOURNED REGULAR MEETING**

Meeting of  
**August 23, 2023, 5:30 p.m.**  
Chico City Council Chamber Building, 421 Main Street, Chico CA  
**IN-PERSON AND ONLINE VIA ZOOM (viewing/listening only)**

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**1. VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) REGULAR BOARD MEETING**

**1.1. Call to Order**

The Vina GSA meeting was called to order by Chair Tuchinsky at 5:30 p.m.

**1.2. Roll Call**

**Board Members Present:**

Evan Tuchinsky  
Jeffrey Rohwer  
Raymond Cooper  
Kasey Reynolds  
Todd Kimmelshue

**Board Members Absent:** None

**Management Committee Members Present:**

Christina Buck, and Kamie Loeser (Butte County Department of Water & Resource Conservation (BCDWRC), Jeff Carter and Jeannie Trizzino (Durham Irrigation District), Erik Gustafson and Linda Herman (City of Chico), and Valerie Kincaid (Legal Counsel).

**1.3. Announcement from the Vina GSA Special Closed Session Meeting on August 23, 2023.**

Chair Tuchinsky announced that the Board met with the Vina GSA Management Committee members and legal counsel in Closed Session at 4:00 p.m. on August 23, 2023 in the Chico City Council Chamber Conference Room 2 regarding the following matter:

**4.1 Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(5), Conference with Legal Counsel – Exposure to litigation against the agency.**

Section 54956.9(d)(2) states: “A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”

Section 54956.9(e)(5) applies when a statement is made outside of an open and public meeting threatening litigation, and an agency official having knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting.

Statements have been made by landowners potentially subject to proposed property-related fees. These statements have been made to Vina GSA Board members and these Board members have contemporaneous or other record of the statements.

No action was taken on this item, but direction was given to legal Counsel.

**2. CONSENT AGENDA:**

**2.1. APPROVAL OF MINUTES FOR THE 5/10/23, 5/18/23, 7/24/23, 7/26/23 AND 8/04/23 VINA GSA BOARD MEETINGS.**

**Action:** Approve the meeting minutes.

A motion by Board Member Reynolds to approve the consent agenda was seconded by Vice-Chair Rohwer.

The motion carried as follows:

AYES: Board Members Reynolds, Kimmelshue, Cooper, Vice Chair Rohwer, and Chair Tuchinsky

NOES: None

ABSENT: None

ABSTAIN: None

**3. ITEMS REMOVED FROM CONSENT – NONE**

**4. PUBLIC COMMENTS**

Members of the public may address the Board at this time on any matter not already listed on the agenda; comments are limited to three minutes. The Board cannot take any action at this meeting on requests made under this section of the agenda.

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There were no comments from the public.

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**5. NOTICED PUBLIC HEARINGS: NONE**

**6. REGULAR AGENDA**

**6.1. APPROVAL OF AN AMEDEMMENT TO THE COOPERATIVE AGREEMENT WITH THE ROCK CREEK RECLAMATION DISTRICT (RCRD).**

The Board considered an Amendment to the Cooperation Agreement between the RCRD GSA and the Vina GSA to provide their proportionate funding for SGMA compliance and Groundwater Sustainability Plan (GSP) implementation costs for the Vina subbasin, which includes costs for the preparation of annual reports, technical support, and basin management. *(Report – Kamie Loeser)*

**RECOMMENDATION** Approve the Amendment and authorize the Vina GSA Chair to sign the Amendment:

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There were no public comments on this item.

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Board Member Reynolds motioned to approve the Amendment, which was seconded by Vice-Chair Rohwer.

The motion carried as follows:

AYES: Board Members Reynolds, Kimmelshue, Cooper, Vice Chair Rohwer, and Chair Tuchinsky

NOES: None

ABSENT: None

ABSTAIN: None

**6.2. CONSIDERATION OF OPTIONS TO CONDUCT A NEW FEE STUDY FOR FUTURE LONG-TERM FUNDING FOR THE VINA GSA.**

At its 7/26/23 meeting, the Board approved a fee for funding the Vina GSA operations and SGMA compliance for the 2023-24 fiscal year, with the condition that a new more robust Fee Study be conducted for 2024-25 and future years. The Board considered new or additional tasks to be included in this Fee Study and provided direction to staff. **(Report – Kamie Loeser)**

**RECOMMENDATION:** Provide comments and direction to Staff.

Management Committee Member Kamie Loeser provided a report to the Board proposing that a Request for Proposal (RFP) be issued to retain a consultant to conduct the new Prop 218 fee study.

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There were no public comments on this item.

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As this was an informational item, the Board did not take any action but provided the following directions:

Board member Kimmelshue requested that an Ad-Hoc Committee be established to help research what other GSAs are doing and to develop a more equitable and fairer fee, particularly for non-irrigated land users.

Chair Tuchinsky requested that the RFP ask for samples of other Prop 218 proposals and plans the consultant may have conducted in the past.

Vice-Chair asked if whether the Vina GSA Stakeholder Advisory Committee (SHAC) should be the Ad-Hoc Committee, in which Board member Kimmelshue responded that some SHAC members could and should be included but that other stakeholders should be invited to be on the committee as well.

### **6.3. UPDATE ON VINA GSA BOARD AND STAKEHOLDER COMMITTEE APPOINTMENTS.**

The Board received an update on the recruitment and appointment processes for both the Ag and Domestic Well User Vina GSA Board positions ending on August 28, 2023, and the upcoming Stakeholder Advisory Committee positions ending later this year. **(Verbal Report – Kamie Loeser)**

**RECOMMENDATION:** Provide comments and direction to Staff.

Management Committee Member Loeser provided a schedule for the recruitment and appointment of the two AG and Domestic Well User Stakeholder Vina GSA Board member positions that included an application process in which the Board of Supervisors would consider these appointments at their 10/10/23 meeting. Loeser also advised that the JPA provides for the two non-county member agency Board members (Chico and Durham Irrigation District) to meet and review the Board applications and to provide a recommendation to the Board of Supervisors.

#### Vina GSA Board Member Recruitment:

There was also discussion regarding whether the two expiring Board terms could be extended beyond the 8/28/23 end date which was determined that the current Joint Powers Agreement does not provide for an extension.

Vice-Chair noted this means only the three member agencies would be the Board until the Stakeholder vacancies are filled. Thus, the Chico and Durham Irrigation Board Members meeting to review applications would be a quorum and would have to be a noticed public meeting under the Brown Act.

The Board decided that Chico Management Committee Member Linda Herman would stand in for Board Member Reynolds to meet with Board Member Cooper to review the applications.

#### SHAC Member Recruitments:

Loeser also provided a timeline and schedule for recruitment for the five upcoming expiring SHAC member expirations: two Ag Well User representatives, the Domestic Well User representative, the

Environmental representative, and the Business representative. The schedule provided for the Vina GSA Board to consider applications for these SHAC representatives at its 10/11/23 meeting.

Chair Tuchinsky requested that the Board consider redesignating the current Butte College representative position to a “non-irrigated land/rangeland representative, and the current CSU, Chico representative position to a person or specialist with expertise in water science.

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There were no public comments on this item.

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Chair Tuchinsky motioned to approve redesignating the existing Butte College to a non-irrigated/rangeland user stakeholder designation and the CSU, Chico SHAC positions to a water expert/specialist stakeholder position. The motion was seconded by Board Member Kimmelshue.

The motion carried as follows:

AYES: Board Members Reynolds, Kimmelshue, Cooper, Vice Chair Rohwer, and Chair Tuchinsky

NOES: None

ABSENT: None

ABSTAIN: None

The Board also directed the Management Committee to draft revisions to the SHAC’s Charter for the Board’s future consideration to include 1) language to allow staggered terms for the SHAC members so that there are not so many vacancies at one time, and 2) criteria that a SHAC member cannot be a party to legal action against the Vina GSA.

**6.4. CONSIDERATION OF A PLAN TO IMPLEMENT THE SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM.**

The Vina GSA applied for and has been initially recommended for over \$5.5 million in funding from Department of Water Resources (DWR) Sustainable Groundwater Management Grant Program. Staff sought direction from the Board on its recommendations on how to implement the projects and deliverables of the grant after final award of funds by DWR. **(Report – Christina Buck)**

**RECOMMENDATION:** Staff requested approval to

1. Begin a Request for Proposals (RFP) process for technical consultants, and
  2. Draft a subrecipient agreement between the Vina GSA and the Butte County Department of Water and Resources Conservation for implementation of some of the proposed grant activities and projects.
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There were no public comments on this item.

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Board Member Reynolds motioned to approve issuing RFPs for the needed consultants and to draft the subrecipient agreement for the Board’s consideration. The motion was seconded by Board Member Kimmelshue.

The motion carried as follows:

AYES: Board Members Reynolds, Kimmelshue, Cooper, Vice Chair Rohwer, and Chair Tuchinsky

NOES: None

ABSENT: None



ABSTAIN: None

**7. COMMUNICATIONS AND REPORTS**

Items provided for the Board's information only. No action can be taken on any of the items unless the Board agrees to include it on a subsequent posted agenda.

**7.1.** DWR Review of Vina GSA Groundwater Sustainability Plan *(for informational purposes only)*.

**7.2.** Tehama County SGMA Newsletter *(for informational purposes only)*.

**7.3.** Butte County Quarterly Well Permit Report *(for informational purposes only)*.

**8. ADJOURNMENT:**

The Vina GSA Board meeting adjourned at 6:44 p.m. to a Vina GSA Board Meeting on October 11, 2023, at 5:30 p.m. at the Chico City Council Chamber Building at 421 Main Street., Chico, CA and online via Zoom for viewing only.



**Vina**  
**Groundwater Sustainability Agency**  
**Agenda Transmittal**

**Agenda Item: 6.1**

**Subject:** Amendment No. 3 to the Vina GSA Stakeholder Advisory Committee Charter

**Contact:** Kamie Loeser

**Phone:** 530.552.3590

**Meeting Date:** October 11, 2023

**Regular Agenda**

**Department Summary:**

The Vina Groundwater Sustainability Agency (GSA) receives input and recommendations on groundwater sustainability plan development and implementation from a Stakeholder Advisory Committee (SHAC). The SHAC is a chartered body comprised of ten (10) members that represent the beneficial uses and users of groundwater identified in the Sustainable Groundwater Management Act (SGMA).

The SHAC's original Charter was approved by the Vina GSA Board in March 2020, and amended in November 2020 and May 2022 at the request of the SHAC. At Vina GSA Board's August 28, 2023 meeting, the Board requested reassigning a SHAC seat to include a new beneficial user category. This reassignment offers the opportunity for the Board to also update additional SHAC Charter language to clarify the members' roles.

The attached proposed third amendment to the SHAC Charter includes:

- \* Establishing two new beneficial users'/beneficial uses' seats: one for a Non-Irrigated Lands/Rangeland user (previously designated as a Butte College representative) and one for a water scientist, or a person with water-related expertise (previously designated as a Chico State representative).
- \* Adding a non-voting Ex Officio member representing Rock Creek Reclamation District, to help facilitate communication between the two GSAs.
- \* Detailing the appointment years for all of the designated seats, in working toward staggered terms of service. These staggered terms have half of the seats expiring every two years.
- \* Clarifying SHAC member eligibility, terms of service, and appointment timelines.

The Vina GSA Board will consider adopting the amendment to the SHAC Charter or provide direction to the Management Committee.

**Fiscal Impact:** None

**Staff Recommendation:** Adopt Amendment No. 3 to the SHAC Charter.



## **Vina Groundwater Sustainability Agency Stakeholder Advisory Committee Charter**

SHAC Charter Amendment 3 for Vina GSA Board approval on 10/11/23

(Annotated Version: Amendment 2 approved Vina GSA Board 5/11/22 with revisions approved by SHAC 4/27/22)

**Purpose:** The purpose of the Stakeholder Advisory Committee (SHAC) is to provide input and recommendations to the [Vina](#) Groundwater Sustainability Agency (GSA) Board of Directors on groundwater sustainability plan development and implementation. The intent of the SHAC is to provide community perspective and participation in Sustainable Groundwater Management Act (SGMA) implementation. The SHAC will review and/or provide recommendations to the GSA Board on groundwater-related issues that may include:

- Development, adoption, [and](#) amendment of the GSP
- Sustainability goals and objectives
- Best management practices
- Monitoring programs
- Annual work plans and reports (including [the](#) mandatory 5-Year ~~milestone reports~~[Updates](#))
- Modeling scenarios
- Inter-basin coordination activities
- Projects and management actions to achieve sustainability
- Community outreach
- Local regulations to implement SGMA
- Fee proposals
- Other

The SHAC will not be involved in the GSA's day-to-day operations, such as contracting, budgeting, etc.

### **Brown Act, Open Process, and Conflicts of Interest**

All meetings of the SHAC are open to the public. The GSA will announce SHAC meetings through its regular communication channels.

SHAC meetings are subject to the Brown Act. The SHAC shall adhere to the schedule adopted by the GSA Board for meetings and adopt a physical location for regular meetings. Regular meetings may be

cancelled by the [Vina GSA](#) Management Committee due to the anticipated lack of a quorum or lack of business to be addressed. Meeting agendas shall be posted in accordance with the Brown Act. Under extenuating circumstances that may preclude the SHAC from holding in-person meetings, the SHAC may consider offering a video-conferencing option. However, all attempts will be made to hold in-person meetings, particularly when substantive discussion and formal recommendations are being considered by the SHAC.

All SHAC meetings shall provide for public comment in accordance with the Brown Act, including non-agenda public comment and public comment on individual agenda items. Speakers will generally be limited to 3 minutes, but time may be adjusted based upon meeting circumstances. As needed, time limits may be placed on public comments to ensure the SHAC is reasonably able to address all agenda items during the course of a meeting. Special and emergency meetings need not provide for non-agenda public comment, but such comment may be allowed at the SHAC's discretion. Members of the SHAC are subject to all applicable conflict of interest laws, including Government Code section 1090 and the California Political Reform Act. The Board shall adopt a conflict of interest code for the SHAC.

## **Roles and Responsibilities**

### GSA Board of Directors

The Board commits to the value of the SHAC and will consider SHAC recommendations when making its policy decisions.

### Stakeholder Advisory Committee

The role and responsibility of the SHAC is to solicit and incorporate community and stakeholder interests into recommendations on SGMA implementation in the Vina Subbasin for the Board to consider in its decision-making process.

The criteria for SHAC members are to:

- Serve as a strong, effective advocate for the interest group represented
- Work collaboratively with others
- Commit time needed for ongoing discussions
- Collectively reflect diversity of interests

As part of membership, members agree to:

- Arrive at each meeting fully prepared to discuss the issues on the agenda. Preparation may include reviewing meeting summaries, technical information, and draft documents distributed in advance of each meeting.
- Present their constituent members' views on the issues being discussed and be willing to engage in respectful, constructive dialogue with other members of the group.
- Develop a problem-solving approach in which they consider the interests and viewpoints of all group members, in addition to their own.
- Keep their constituencies informed about the deliberations and actively seek their constituents' input.

- When desired, submit agenda items to the Management Committee at least 5 business days before the meeting takes place to ensure the Committee is able to consider inclusion on the SHAC meeting agenda. If agenda topic(s) are submitted less than 5 days prior to a SHAC meeting, the topic(s) will be considered for the subsequent meeting's agenda.

#### Management Committee

- Administer the SHAC.
- Maintain a current roster of SHAC members.
- Work with GSA Board to fill SHAC vacancies, as needed.
- Prepare agendas for SHAC meetings.
- Notice all meetings in accordance with the Brown Act.
- Provide at least one staff member for all meetings, record meetings and post them on the website, and develop and distribute action minutes.
- Work with SHAC and GSA Board to develop annual workplan and schedule for SHAC meetings.
- Facilitate the process of incorporating SHAC recommendations into Board packets.
- Provide options and ensure records for AC 1234 Ethics Training and Brown Act Training for SHAC members.
- Maintain a record of all meeting materials.

#### SHAC Officers

The SHAC will elect a Chair and Vice Chair at the first regular meeting of each [calendar](#) year. If either position becomes vacant before the year ends, another election will be held as soon as it is reasonably possible to fill the vacant position. In the absence of both the Chair and Vice Chair, the SHAC shall elect a Chair to preside at the current meeting.

The Chair shall call regular meetings to order and attend and preside over meetings. The Vice Chair shall take on the duties of the Chair, if the Chair is absent or if the Chair's position is vacant, until another election is held.

Officers may resign at any time with written notice. Officers may be removed and replaced at any time, with or without cause, by a majority vote of the SHAC or supermajority vote of the GSA Board. In the event that any non-at-large SHAC member officer is removed by their respective organization, that officer position shall become vacant.

The Chair should attempt to ensure an open process where all member interests are heard and thoughtfully considered. Chair responsibilities are to:

- Plan and run meetings in accordance ~~to~~[with](#) the governing document.
- Ensure matters are dealt with in an orderly, efficient manner.
- Advocate for a fair, effective, and credible process, but remain impartial and objective with respect to the outcome of the deliberations and decisions made.
- Apply collaborative, mutual-gain negotiation methods that foster openness and identify areas of preliminary and final consensus agreement for advice and recommendations to the Board.
- In the absence of consensus, help identify areas of agreement and disagreement.

- Check in with members as needed to ensure all issues are identified and explored.
- Coordinate with Management Committee to ensure accurate, impartial documentation of meetings and agreements (i.e., action minutes)
- Ensure all members uphold the tenets of the charter and address conflicts within the committee.

## Membership

Composition of the SHAC is intended to represent the beneficial uses and users of groundwater identified in SGMA. SHAC members may not serve concurrently on the [Vina](#) GSA Board. Members must live or work within the Vina Subbasin or represent an organization with a presence in the Vina Subbasin. [A SHAC Member may not be a party to any pending litigation against the Vina GSA or any of its JPA member organizations.](#)

The GSA Board will appoint representatives to the SHAC, for a total not to exceed 10 [voting](#) members, [with one additional non-voting Ex Officio member appointed from the Rock Creek Reclamation District, to facilitate communication between the Vina Subbasin's two GSAs.](#) The following ~~represents~~[denotes](#) SHAC representation:

- Agricultural groundwater users (3)
- Cal Water (1)
- ~~At-large~~ [Domestic well users](#) (2)
- ~~At-large~~ [Environmental representative](#) (1)
- ~~At-large~~ [Local business representative](#) (1)
- ~~Butte College~~ [Non-irrigated land/rangeland user](#) (1)
- ~~CSU Chico~~ [Water scientist, or person with water-related expertise](#) (1)
- [Ex Officio representing RCRD \(designated by RCRD\)](#) (1)

The GSA Board may appoint other interests representing beneficial users and uses of groundwater as per Water Code Section 10723.3.

## Member Appointment

The GSA Board will appoint ~~At-large~~ members to fill SHAC seats. Interested individuals from the community or organizations may apply to the GSA Board, designating in the application the seat that the applicant would intend to fill. The GSA Board encourages candidates with experience and familiarity with groundwater and its management. The GSA Board will also give preference to applicants who have the backing of multiple organizations or ~~individuals~~ [beneficial users](#), and/or [those that](#) have experience working with diverse community-based groups.

[Stakeholder Advisory Committee Member Terms](#)

SHAC members serve four-year terms, with members appointed at the final SHAC meeting of the year before their term begins on January 1 of the following year. SHAC members are not term-limited. However, each term SHAC members must resubmit an application to the GSA Board. In the event a term is expiring, and no candidates apply for the open seat, the serving member whose term is expiring may continue in the role, with Vina GSA Board approval, until a qualified candidate is available for that seat. SHAC members serve at the will of the GSA Board and may be removed by the Board with or without cause upon a supermajority vote by the Board. SHAC members may also be removed from the Committee at such time as they no longer meet the membership requirements, or for failure to attend three consecutive meetings, unless there are extenuating circumstances as determined by the GSA Board.

To ensure consistent representation and management of appointees, SHAC membership has staggered seat appointment years, as follows:

SHAC Appointments in 2023	SHAC Appointments in 2024	SHAC Appointments in 2025	SHAC Appointments in 2027
Agriculture groundwater users (2)	Domestic well users (1) * serving a one-year term (see note below)	Agriculture groundwater users (1)	Agriculture groundwater users (2)
Domestic well users (1)		CalWater (1)	Domestic well users (1)
Environmental representative (1)		Domestic well users (1)	Environmental representative (1)
Local business representative (1) * serving a two-year term (see note below)		Local business representative (1)	Non-irrigated land/rangeland user (1)
Non-irrigated land/rangeland user (1)		Water scientist (1)	
Ex Officio RCRD (1) ongoing		Ex Officio RCRD (1) ongoing	Ex Officio RCRD (1) ongoing

Note:

To achieve equal numbers of staggered terms, one of the appointed domestic well users will serve a one-year term (appointed in 2024 and expiring in 2025) and the local business representative will serve a two-year term (appointed in 2023 and expiring in 2025). In 2025, both of these appointments will resume as four-year terms.

#### Application Timeline

The GSA Board will have established a timeline and process for appointment of the initial SHAC following GSA formation members. In subsequent years, applicants will submit an application for vacant seats in the year in which a seat is expiring. The GSA will post applications and the appointment timeline on its website.

#### Stakeholder Advisory Committee Member Terms

SHAC members serve 4 four-year terms, with members appointed at the final SHAC meeting of the year before their term begins on January 1 of the following year. SHAC members are not term-limited. However, each term SHAC members must resubmit an application to the GSA Board. In the

~~event a term is expiring, and no candidates apply for the open seat, the serving member whose term is expiring may continue in the role, with Vina GSA Board approval, until a qualified candidate is available for that seat. SHAC members serve at the will of the GSA Board and may be removed by the Board with or without cause upon a super majority vote by the Board. SHAC members may also be removed from the Committee at such time as they no longer meet the membership requirements, or for failure to attend three consecutive meetings, unless there are extenuating circumstances as determined by the GSA Board.~~

## **Decision-Making and Governing Board Consideration**

### Meetings

A quorum, defined as the majority of seated members, is required to hold a meeting. All meetings shall be conducted pursuant to Rosenbergs's Rules of Order. Motions can be made and seconded by SHAC members, with time then made available for public comment and discussion amongst members and before voting occurs.

### Voting

Each SHAC member will have one vote. An affirmative vote by the majority of SHAC members in attendance will be required to approve any item.

### Board Recommendations

To inform GSA Board decision-making, the Management Committee will provide written staff reports to the GSA Board including SHAC recommendations and a summary of the related discussion points regarding the recommendations. The staff reports for SHAC recommendations will also identify areas of agreement and disagreement amongst SHAC members by name and the number of SHAC members in support or opposition to inform GSA Board decision-making. The SHAC will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least live with a recommendation. Pursuant to GSA Board direction, the Management Committee will develop the annual work plan and schedule for SHAC meetings. The SHAC will adopt a charter describing its purpose, operating principles and ground rules that will be confirmed by the GSA Board of Directors. The GSA Board will consider SHAC recommendations when making decisions. If the GSA Board does not agree with the recommendations of the SHAC, the GSA Board shall state the reasons for its decision. The Management Committee, develops action minutes, provides a record of the meetings on the website and provides a staff report to the GSA Board as described above. Following SHAC meetings, action minutes will be developed by the Management Committee for approval at the subsequent SHAC meeting. The final version of the action minutes will also be provided to the Vina GSA Board.

## **Process Agreements and Ground Rules**

To conduct a successful collaborative process, all SHAC members will work together to create a constructive, problem-solving environment. To this end, all members agree to the following process agreements which the SHAC will use, and to ground rules which will guide individual and group behavior.

### Process Agreements



- ✓ Everyone agrees to negotiate in good faith. All participants agree to participate in decision making, to act in good faith in all aspects of this effort and to communicate their interests during meetings. Good faith also requires that members not make commitments they do not intend to follow through with, and that members act consistently in the meetings and in other forums where the issues under discussion in these meetings are also being discussed.
- ✓ Everyone agrees to address the issues and concerns of the participants. Everyone who is joining in the SHAC is doing so because s/he has a stake in the issue at hand. For the process to be successful, all the members agree to validate the issues and concerns of the other members and strive to reach an agreement that takes all the issues under consideration. Disagreements will be viewed as problems to be solved, rather than battles to be won.
- ✓ Everyone agrees to inform and seek input from their constituents about the outcome of the facilitated discussions. To the extent possible, scheduling will allow for members to inform and seek input from their constituents, and others about discussions.
- ✓ Everyone agrees that members can meet with other organizational or interest group members in accordance with the Brown Act. SHAC members may find it helpful to meet with other organizations or interest group members and to consult with constituents outside of the meeting, so the member is better able to communicate community concerns on the issues at hand.
- ✓ Everyone agrees to attend all the meetings to the extent possible. Continuity of the conversations and building trust are critical to the success of the Advisory Committee. Members are encouraged to turn off cell phones and focus on the issue at hand. GSA staff or the facilitator will coordinate the meeting schedule.

#### Ground Rules

- ✓ Use Common Conversational Courtesy: Treat each other with mutual respect as you discuss and deliberate groundwater issues.
- ✓ All Ideas and Points of View Have Value: The goal is to achieve understanding. Simply listen, you do not have to agree. If you hear something you do not agree with or you think is "silly" or "wrong," please remember that the purpose of the forum is to share ideas.
- ✓ Be Honest, Fair, and as Candid as Possible: Put your interests forward, help others understand you and listen actively in order to understand others.
- ✓ Avoid Editorials: It will be tempting to analyze the motives of others or offer editorial comments. Please talk about your own ideas and thoughts. Avoid commenting on why you believe another participant thinks something.
- ✓ Honor Time, Be Concise and Share the Air: Help ensure an inclusive discussion by being cognizant of time constraints, stating your views clearly and concisely, and sharing the air so others can participate as well.

- ✓ Think Innovatively and Welcome New Ideas: Creative thinking and problem solving are essential to success. “Climb out of the box” and attempt to think about the problem in a new way.
- ✓ Invite Humor and Good Will: Don’t hesitate to bring levity and humor to the process when warranted, as this often helps collaborative discussions.

#### Amendments

The SHAC can recommend future changes to ~~the~~ [its](#) Charter. The [Vina GSA](#) Board may amend the charter, when needed, using its decision-making procedure.



**Vina**  
**Groundwater Sustainability Agency**  
**Agenda Transmittal**

**Agenda Item: 6.2**

**Subject:** Appointments to the Vina Groundwater Sustainability Agency Stakeholder Advisory Committee

**Contact:** Kamie Loeser

**Phone:** 530.552.3590

**Meeting Date:** October 11, 2023

**Regular Agenda**

**Department Summary:**

The Vina Groundwater Sustainability Agency (GSA) receives input and recommendations on groundwater sustainability plan development and implementation from a Stakeholder Advisory Committee (SHAC). As memorialized in the SHAC Charter (last modified and approved in May 2022 and again today, October 11, 2023), the intent for the SHAC is to provide community perspective and participation in Sustainable Groundwater Management Act (SGMA) implementation. The Vina GSA SHAC is comprised of ten (10) members representing the beneficial uses and users of groundwater identified in SGMA. Members must live or work in or represent an organization with a presence in the Vina Subbasin and may not concurrently serve on the GSA Board. The GSA Board appoints at-large members to fill the SHAC seats and interested individuals apply to the GSA.

This Fall, five (5) SHAC seats already have or will soon expire: two Agricultural Groundwater Users, one Domestic Well User, one Environmental Representative, and one Business Representative. The Vina GSA solicited applications for the vacancies between September 6, 2023 and September 29, 2023. Four candidates submitted applications: Anne Dawson for the Domestic Well User seat; Jim Brobeck for the Environmental Representative; and Greg Sohnrey and Samantha Lewis for the Agricultural Groundwater User seats. There were no applicants to the Business Association Representative. Redacted copies of the submitted applications are attached to this report.

The Amended SHAC Charter allows a member of an expiring seat to continue to serve until a qualified candidate comes forward. Once filled, the new positions will expire on a staggered timeline, according to the newly Amended Vina SHAC Charter. Term expiration dates are as follows:

- Domestic Well User seat will serve a 2-year term (expiration in 2025)
- Environmental Representative will serve a 4-year term (expiration in 2027)
- Business Representative will serve a 2-year term (expiration in 2025)
- Agricultural Groundwater Users will serve 4-year terms (expiration in 2027)

Note that the Butte College beneficial user designation has been reassigned as a Non-Irrigated Land/Rangeland User per Vina GSA Board direction on 8/28/23. A separate recruitment for this new Non-irrigated Land/Rangeland User designation will be conducted, with the possibility that the Butte College representative would continue to serve on the SHAC until a new representative is found.

The Vina GSA Board will consider appointing members to the SHAC or provide direction to the Management Committee.

**Fiscal Impact:** None

**Staff Recommendation:** 1) Make one appointment to the Domestic Well User seat with term ending in 2025. 2) Make one appointment to the Environmental Representative seat with term ending 2027. 3) Make two appointments to the Agricultural Groundwater User seats with terms ending in 2027.



**Vina Groundwater Sustainability Agency**  
308 Nelson Avenue, Oroville, California 95965  
(530) 552-3592 • VinaGSA@gmail.com

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**Applicants to the Vina Groundwater Sustainability Agency Stakeholder Advisory Committee**

**Domestic Well User Applicants:**

- Anne Dawson

**Environmental Representative Applicants:**

- Jim Brobeck

**Agricultural Groundwater User Applicants (2 positions available):**

- Greg Sohnrey
- Samantha Lewis

There were no applicants to the Business Association Representative position.

## APPENDIX A

### APPLICATIONS FOR APPOINTMENT TO THE VINA GROUNDWATER SUSTAINABILITY AGENCY STAKEHOLDER ADVISORY COMMITTEE

**From:** [BCWater](#)  
**To:** [Loeser, Kamie](#)  
**Subject:** FW: Vina SHAC application  
**Date:** Thursday, September 7, 2023 10:03:07 AM

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**From:** Anne Dawson [REDACTED]  
**Sent:** Tuesday, September 5, 2023 12:52 PM  
**To:** vinagsa@gmail.com  
**Subject:** Vina SHAC application

**ATTENTION:** This message originated from outside **Butte County**. Please exercise judgment before opening attachments, clicking on links, or replying.

## Vina SHAC

Application from  
Anne Dawson

[REDACTED]  
[REDACTED]  
[REDACTED]

I am a resident living within the jurisdiction of the Vina GSA

I am applying for the position of Domestic Well User

1. **Describe how you will represent the interest group indicated above and communicate with other members of these interest groups:** This is challenging because there is no organization representing domestic well users, and the county does not maintain a list of domestic well owners. I reach out to friends and neighbors, let them know of my involvement with SGMA, listen to concerns and feelings, and encourage reporting of well issues to [mydrywatersupply.ca.gov](http://mydrywatersupply.ca.gov).
2. **Current Occupation:** Retired
3. **Current license and/or certifications:** I have an active physician's license issued September 2023 and valid until November 2026
4. **Relevant education/experience:** I graduated from medical school at the University of Edinburgh, Scotland in 1976. I practiced for approximately 38 years prior to retiring. I have been a domestic well representative on the Vina SHAC for the last four years.
5. **Other relevant Board/Commission/Committees on which you serve/have served:** I served on multiple medical committees at Enloe hospital, including chairmanships of the Cancer committee, and the Institutional Review Board.
6. **Letters of support:** I am not affiliated with any local organizations or community groups engaged in issues related to water. Individual well owners might be willing to provide letters of support if necessary.

7. **References:** Neither of these referees have relevant affiliations.

1. [REDACTED]

8. **Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA advisory committee:** I have served on the Vina SHAC as a domestic well representative for the past four years. During that time I have learned a great deal about water. It is my opinion that I have a good understanding of how the Vina GSA plan affects domestic well users. I would like to use that depth of knowledge and understanding to continue to advocate for the interests of domestic well users as we move into the next phase of plan implementation which will include developing a domestic well registry and, ultimately, mitigations.

Sent from my iPad



Vina Groundwater Sustainability Agency  
Stakeholder Advisory Committee  
VinaGSA@gmail.com

**Vina Groundwater Sustainability Agency**  
**Stakeholder Advisory Committee Application**

*Updated 8/30/2023*

Date submitted: 9/11/2023

First and last name: Jim Brobeck

Address, phone number and email address: [REDACTED], Chico CA, [REDACTED]

Describe how you meet eligibility (circle one): *to verify that you are a resident or are employed in the Vina GSA boundaries search the GSA Map View: <https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>*

- Resident living within the jurisdiction of the Vina GSA      YES

Which at-large seat(s) are you applying for:

☐ Environmental Representative (1 position opens 11/14/23)

1. **Describe how you will represent the interest group(s) indicated above and communicate with other members of these interest group(s):** As the sitting Environmental representative on the SHAC I have attended every meeting. I always study the agenda packets and actively participate in the meetings speaking out for protecting the trees, the streams and the groundwater dependent human environment. I have support from the environmental organizations in the Vina sub basin and keep them updated on critical GSP issues.
2. **Current Occupation(s):**  
Retired.
3. **Current License(s) and / or Certifications:**
4. **Relevant Education / Experience:**
5. **Other Relevant Board(s) / Commission(s) / Committee(s) on which you serve / have served (paid or volunteer):**  
I served on Board of the Butte County Fire Safe Council for many years. I was nominated to serve on the Butte County Water Advisory Committee by Supervisor Kim Yamaguchi earlier this century. Like the SHAC, these were unpaid positions.
6. **Letters of Support:** I will have representatives from the Butte Environmental Council and the Sierra Club email





Vina Groundwater Sustainability Agency  
Stakeholder Advisory Committee  
VinaGSA@gmail.com

you letters of support before the deadline. I expect that letters of support from the initial term are on file. *For at-large seats, applicants are encouraged to demonstrate support from local organizations and community groups engaged in issues related to the interest that the applicant seeks to represent (i.e. environmental, business, agriculture, rural communities) by attaching letters of support. Submission of letters of support are not required, but are encouraged in order to demonstrate the applicant's ability to represent the interests of the stakeholder seats for which they are applying. Please list the organization, author and date of the letters of support attached here:*

**7. References:**

*List at least two personal and / or professional references. Provide the name, affiliation, title, phone number, and email address of each reference. References remain confidential.*

[REDACTED]

**8. Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA Advisory Committee:**

My commitment to attend meetings well-prepared is established and my demeanor is congenial. My awareness of regional and statewide water issues is essential in identifying the parameters of sustainable and balanced groundwater policies.

NOTE: The Agency will keep all applications on file for one year from the date of receipt of the application.

**From:** [Patrizia Hironimus](#)  
**To:** [VinaGSA@gmail.com](mailto:VinaGSA@gmail.com)  
**Cc:** [Jim Brobeck](#); [Patrizia Hironimus](#)  
**Subject:** BEC letter of recommendation Jim Brobeck for Vina GSA SHAC  
**Date:** Thursday, September 14, 2023 3:18:08 PM  
**Attachments:** [BEC letter of recommendation Vina GSA SHAC- Jim Brobeck.pdf](#)

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**ATTENTION:** This message originated from outside **Butte County**. Please exercise judgment before opening attachments, clicking on links, or replying.

September 14th, 2023

Stakeholder Advisory Committee (SHAC)

308 Nelson Avenue, Oroville CA 95965

530.552.3592

[VinaGSA@gmail.com](mailto:VinaGSA@gmail.com)

Dear valued members of the SHAC,

Jim Brobeck is well suited to represent environmental interests in the Vina sub-basin.

Butte Environmental Council supports Jim's continued presence representing the environmental community on the Vina Groundwater Stakeholder Advisory Committee (SHAC). Jim has been able to attend and participate in every

SHAC and Vina Board meeting this far and is extremely knowledgeable and capable.

Please contact me directly with any questions.

Thank you,

Patrizia Hironimus

\* Please find the attached letter of recommendation for Jim Brobeck for the VINA GSA- Stakeholder Advisory Committee (SHAC) next term.

**Patrizia Hironimus**  
Pronouns: she/they  
*Executive Director* - Butte Environmental Council  
313 Walnut Street, Suite 140

Chico, CA 95928-4505

530.891.6424 | [www.becnet.org](http://www.becnet.org)

*Butte Environmental Council acknowledges that we gather on the traditional land of Indigenous people. This message originates from the traditional land of the Mechoopda Indian Tribe of Chico Rancheria. We acknowledge and honor with gratitude the land itself and the people who have and continue to steward it throughout the generations. This calls us to continue to learn how to be better stewards of the land we inhabit. We encourage you to learn which tribal nations are indigenous to the area where you are now living, one excellent source of information is [Native Land](#).*

image.png





**BUTTE  
ENVIRONMENTAL  
COUNCIL**

313 Walnut Street,  
#140  
Chico, CA 95928  
(530) 891-6424  
[www.becnet.org](http://www.becnet.org)

Federal Tax ID  
94-2309829  
CA Charity Number  
018005

**Activities &  
Events**

Park and Creek  
Cleanups  
Urban Forest Program  
Recycling & Rubbish  
Education  
Community Air  
Protection Education  
Oak Way Community  
Garden  
Endangered Earth  
Event  
Community Forum  
Series

**Mission**

To protect the land, air,  
and water of Butte  
County and surrounding  
regions through  
education, advocacy,  
and action!

September 14th, 2023

Stakeholder Advisory Committee (SHAC)

308 Nelson Avenue, Oroville CA 95965

530.552.3592

[VinaGSA@gmail.com](mailto:VinaGSA@gmail.com)

Dear valued members of the SHAC,

Jim Brobeck is well suited to represent environmental interests in the Vina sub-basin.

Butte Environmental Council supports Jim's continued presence representing the environmental community on the Vina Groundwater Stakeholder Advisory Committee (SHAC). Jim has been able to attend and participate in every

SHAC and Vina Board meeting this far and is extremely knowledgeable and capable.

Please contact me directly with any questions.

Thank you,

Patrizia Hironimus

Executive Director, Butte Environmental Council

[Redacted]

[Redacted]

**From:** [BCWater](#)  
**To:** [Loeser, Kamie](#)  
**Subject:** FW: Nominee for Vina Groundwater Stakeholder Advisory Committee.  
**Date:** Tuesday, September 12, 2023 8:48:57 AM

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**From:** GRACE M MARVIN <[REDACTED]>  
**Sent:** Monday, September 11, 2023 6:27 PM  
**To:** VinaGSA@gmail.com  
**Cc:** Suzette Welch [REDACTED] >  
**Subject:** Nominee for Vina Groundwater Stakeholder Advisory Committee.

**ATTENTION:** This message originated from outside **Butte County**. Please exercise judgment before opening attachments, clicking on links, or replying.

Please re-nominate Jim Brobeck to allow him to continue representing so many environmentalists in our community. He is knowledgeable, outspoken, and very important to us in providing a perspective on groundwater that we want to have represented on the Vina Groundwater Stakeholder Advisory Committee.

Thank you.

Sincerely,

Grace M. Marvin

Conservation Chair

Sierra Club - Blue Oak Group

and member of the Executive and Conservation Committees of the  
Sierra Club's Mother Lode Chapter

**Vina Groundwater Sustainability Agency.**  
**Stakeholder Advisory Committee Application**

*Updated 8/30/2023*



Date submitted:

**First and last name:** Greg Sohnrey

**Address, phone number and email address:** [REDACTED] Durham, Ca [REDACTED] Phone number [REDACTED] email [REDACTED]

**Describe how you meet eligibility (circle one):** *to verify that you are a resident or are employed in the Vina GSA boundaries search the GSA Map View: <https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>*

- Resident living within the jurisdiction of the Vina GSA      I am a resident and farmer in the Vina GSA
- Employed at an organization with a presence within the jurisdiction of the Vina GSA

**Which at-large seat(s) are you applying for:**

- Agricultural representative (2 positions open on 9/12/23 and 11/14/23)      I am applying for the agricultural representative position
- Domestic Well User (1 position opens on 10/10/23)
- Environmental Representative (1 position opens 11/14/23)
- Business Association Representative (1 position opens 11/14/23)
- Non-irrigated/Rangeland Representative (*please note that the Vina GSA Board is currently considering the addition of a non-irrigated/rangeland representative for the SHAC*)
- **Describe how you will represent the interest group(s) indicated above and communicate with other members of these interest group(s):** I have been on the Vina SHAC in this roll since it was formed
- **Current Occupation(s):** Farmer and business owner  
*Within the last 12 months*
- **Current License(s) and / or Certifications:** No licenses or certifications  
*Professional or occupational, date of issues / expiration, including status*

- **Relevant Education / Experience:** I have been involved in the water arena since 1994 in many various capacities including many different committees over that period  
*Applicant may attach resume containing this information and any other information that would be helpful to the Board in evaluating the application.*

- **Other Relevant Board(s) / Commission(s) / Committee(s) on which you serve / have served (paid or volunteer):** Member of many different boards from cooperatives to community organizations serving as board presidents of some of them.  
*Please list name of organization, title, and date of service.*

- **Letters of Support:**  
*For at-large seats, applicants are encouraged to demonstrate support from local organizations and community groups engaged in issues related to the interest that the applicant seeks to represent (i.e. environmental, business, agriculture, rural communities) by attaching letters of support. Submission of letters of support are not required, but are encouraged in order to demonstrate the applicant's ability to represent the interests of the stakeholder seats for which they are applying. Please list the organization, author and date of the letters of support attached here:*

- **References:**

List at least two personal and / or professional references. Provide the name, affiliation, title, phone number, and email address of each reference. References remain confidential.

**8.** *Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA Advisory Committee: I have been serving on this committee and would like to continue and see the process through*

NOTE: The Agency will keep all applications on file for one year from the date of receipt of the application.





**Vina Groundwater Sustainability Agency**  
**Stakeholder Advisory Committee Application**

*Updated 8/30/2023*

**Date submitted:** September 5, 2023

**First and last name:** Samantha Lewis

**Address, phone number and email address:** [REDACTED], Chico, CA [REDACTED]  
[REDACTED]

**Describe how you meet eligibility (circle one):** *to verify that you are a resident or are employed in the Vina GSA boundaries search the GSA Map View: <https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>*

- Resident living within the jurisdiction of the Vina GSA
- Employed at an organization with a presence within the jurisdiction of the Vina GSA

**Which at-large seat(s) are you applying for:**

- ☒ Agricultural representative (2 positions open on 9/12/23 and 11/14/23)
- ☐ Domestic Well User (1 position opens on 10/10/23)
- ☐ Environmental Representative (1 position opens 11/14/23)
- ☐ Business Association Representative (1 position opens 11/14/23)
- ☐ Non-irrigated/Rangeland Representative (*please note that the Vina GSA Board is currently considering the addition of a non-irrigated/rangeland representative for the SHAC*)

**1. Describe how you will represent the interest group(s) indicated above and communicate with other members of these interest group(s):**

As a 5<sup>th</sup> generation Butte County farmer, I have long-established ties to the community. Thru my involvement in groups such as the Butte County Farm Bureau, California Ag Leadership, Blue Diamond Growers, and the Butte County Resource Conservation District, I have access to Ag users throughout Butte County.

**2. Current Occupation(s):**

*Within the last 12 months* Family Farmer

**3. Current License(s) and / or Certifications:**

*Professional or occupational, date of issues / expiration, including status* N/A

**4. Relevant Education / Experience:**





Vina Groundwater Sustainability Agency  
Stakeholder Advisory Committee  
VinaGSA@gmail.com

*Applicant may attach resume containing this information and any other information that would be helpful to the Board in evaluating the application.*

Johns Hopkins University, B.A. 2002  
California Ag Leadership, Class of 35

**5. Other Relevant Board(s) / Commission(s) / Committee(s) on which you serve / have served (paid or volunteer):**

*Please list name of organization, title, and date of service.*

Vina GSA SHAC, Ag Representative & Chair, 2019-2023  
Butte County Resource Conservation District, Board Member, 2022-Present  
Chico High Sober Grad Night, President 2021-Present  
Chico High PTSA, Executive Vice President 2021-2023  
Butte County Water Advisory Committee, Ag Representative 2015-2020

**6. Letters of Support:**

*For at-large seats, applicants are encouraged to demonstrate support from local organizations and community groups engaged in issues related to the interest that the applicant seeks to represent (i.e. environmental, business, agriculture, rural communities) by attaching letters of support. Submission of letters of support are not required, but are encouraged in order to demonstrate the applicant's ability to represent the interests of the stakeholder seats for which they are applying. Please list the organization, author and date of the letters of support attached here:* N/A

**7. References:**

*List at least two personal and / or professional references. Provide the name, affiliation, title, phone number, and email address of each reference. References remain confidential.*

[Redacted]  
[Redacted]

**8. Please explain your reasons for wishing to serve and, in your opinion, how you feel you can contribute to the Vina GSA Advisory Committee:**

My family owns/operates a 5<sup>th</sup> generation almond farm in Butte County and I have dedicated a significant amount of time in support of the Vina GSA and water sustainability. From my own farming background, I am an expert on water efficient irrigation practices and pumping plant efficiency. As a board member, I also have a knack for looking at issues from all angles and finding areas of agreement and avenues for compromise.

NOTE: The Agency will keep all applications on file for one year from the date of receipt of the application.



**Vina**  
**Groundwater Sustainability Agency**  
**Agenda Transmittal**

**Agenda Item: 6.3**

**Subject:** 2024 Vina GSA Annual Work Plan

**Contact:** Christina Buck

**Phone:**

**Meeting Date:** October 11, 2023

**Regular Agenda**

**Department Summary:**

The Vina Groundwater Sustainability Agency (GSA) is initiating many activities as part of implementing the subbasin's Groundwater Sustainability Plan (GSP). To help organize and clarify those activities, the GSA Management Committee has prepared a draft 2024 Annual Work Plan. The Work Plan describes the activities anticipated to be conducted by the GSA in 2024 to fulfill its responsibilities under the Sustainable Groundwater Management Act (SGMA).

Tasks in the work plan are organized under five primary functions:

- (1) Administration of GSA Boards and Committees
- (2) Advance projects and management actions of the GSP
- (3) Ongoing SGM program activities
- (4) Administration of the GSA
- (5) Interagency coordination and representation of the GSA

Further, the Work Plan breaks these functions into subtasks and provides a description for each, lists the key outcomes that are anticipated, and details any relevant schedule or timeline considerations.

The Vina GSA Board will consider approving the 2024 Vina GSA Annual Work Plan or provide direction to the Management Committee.

**Fiscal Impact:** None

**Staff Recommendation:** Approve the 2024 Vina GSA Annual Work Plan.



Vina Groundwater Sustainability Agency

Annual Work Plan – 2024

Prepared by Stantec for Butte County Department of Water & Resource Conservation

## Introduction

This Work Plan describes the activities to be conducted by the Vina Groundwater Sustainability Agency (GSA) in 2024 to fulfill its responsibilities under the Sustainable Groundwater Management Act of 2014 (SGMA) to manage the Vina Subbasin (5-21.57) in coordination with the Rock Creek Reclamation District GSA through implementation of the Vina Groundwater Sustainability Plan (GSP), submitted to the California Department of Water Resources (DWR) on January 28, 2022 and subsequently approved July 27, 2023.

The activities in this Work Plan are anticipated to be primarily carried out by the Butte County Department of Water and Resource Conservation (DWRC) Program Manager in coordination with member agency staff. The work serves five primary functions:

- (1) Administration of GSA Boards and Committees,
- (2) Advance Projects and Management Actions of the GSP,
- (3) Ongoing SGM Program Activities,
- (4) Administration of the Vina GSA, and
- (5) Interagency Coordination and Representation of the GSA.

A description of the tasks to be carried out by the Vina GSA and the associated key outcomes and timelines follow.

### 1. Administration of GSA Boards and Committees

#	Task	Description	Key Outcome(s)	Timeline/ Due Date
1.1	<b>Management Committee</b>	Meetings of the Vina GSA Management Committee to handle administrative matters pertaining to the GSA and GSP, including preparation of draft and final agendas and presentation materials for Vina GSA Board and Stakeholder Advisory Committee (SHAC) Meetings.	<ul style="list-style-type: none"> <li>Administration of the GSA and GSP.</li> <li>Agendas and material development for SHAC and Vina GSA Board meetings</li> </ul>	Monthly, as needed
1.2	<b>Vina GSA Board</b>	Meetings of the Vina GSA Board for the purpose of GSA decision-making. May also include convening ad hoc meetings of the Board. Also includes updates or addendums to the Vina GSA Joint Powers Agreement (JPA) and filling vacant Board seats.	<ul style="list-style-type: none"> <li>Fully functional, transparent, publicly accessible, and representative GSA governance.</li> </ul>	Three meetings, Special meetings as needed
1.3	<b>Stakeholder Advisory Committee (SHAC)</b>	Meetings of the Vina SHAC to provide input on Projects and Management Actions (PMAs)	<ul style="list-style-type: none"> <li>Beneficial uses and users of the subbasin are</li> </ul>	Quarterly Meetings, Special

		and prepare recommendations to the GSA Board.	<ul style="list-style-type: none"> <li>represented in decision-making</li> <li>Engagement with the public</li> </ul>	meetings as needed
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## 2. Advance Projects and Management Actions of the GSP

#	Task	Description	Key Outcome(s)	Timeline/ Due Date
2.1	<b>SGM Grant Program Administration</b>	Establish grant agreement with DWR and subrecipient agreements. Establish invoicing and reporting procedures for grant management. Complete all reporting and invoicing requirements	<ul style="list-style-type: none"> <li>Grant Agreement</li> <li>Subrecipient Agreement(s)</li> <li>Quarterly invoicing and reporting</li> </ul>	Ongoing, completed by Spring 2026.
2.2	<b>Conduct an Updated Fee Study (e.g., Prop 218/ 26 activities)</b>	Contract with a consultant to conduct an updated Fee Study.	<ul style="list-style-type: none"> <li>Adopt a funding strategy for the GSA</li> </ul>	August 2024
2.3	<b>GSP Updates, Data Gaps and Outreach Project (grant funded)</b>	Execute contract with consultant, coordinate with stakeholders, GSA Board and SHAC to advance each project task. Communicate progress and activities to the public. Complete grant reporting and invoicing requirements.	<ul style="list-style-type: none"> <li>Monitoring Network improvements</li> <li>Five Year GSP Update and Amendments to the GSP</li> <li>Address data gaps related to Inter-connected Surface Water</li> </ul>	Ongoing in 2024. Completed by Spring 2026.
2.4	<b>Outreach Program (grant funded)</b>	Execute contract with consultant to conduct outreach program and development educational materials to advance community engagement and coalitions around PMAs and GSA activities	<ul style="list-style-type: none"> <li>Establish effective lines of communication with stakeholders and the public.</li> </ul>	Ongoing through 2024. Completed by Spring 2026.
2.5	<b>Demand Reduction Strategies in the Vina Subbasin</b>	Execute contract with consultant to develop demand reduction programs	<ul style="list-style-type: none"> <li>Extend Orchard Replacement pilot program</li> </ul>	Ongoing through 2024. Completed by Spring 2026.

	<b>Project (grant funded)</b>		<ul style="list-style-type: none"> <li>Agricultural Irrigation Efficiency pilot program</li> </ul>	
2.6	<b>Lindo Channel Surface Water Recharge Implementation Project (grant funded)</b>	Execute contract with consultant to completed tasks of the grant funded project	<ul style="list-style-type: none"> <li>Initial project design and monitoring</li> </ul>	Ongoing through 2024. Completed by Spring 2026.
2.7	<b>Coordination with Butte County Implemented Grant Projects</b>	Coordinate with DWRC for reporting out and participation in: <ol style="list-style-type: none"> <li>Inter-basin Coordination and Modeling project</li> <li>Surface Water Supply and Recharge Feasibility Study</li> </ol>	<ul style="list-style-type: none"> <li>Comprehensive and timely coordination and participation in applicable project tasks and submission of reports.</li> </ul>	Ongoing through 2024. Completed by Spring 2026.

### 3. Ongoing SGM Program Activities

#	Task	Description	Key Outcome(s)	Timeline/ Due Date
3.1	<b>Annual Report</b>	Preparation and submission of annual report on Vina Subbasin conditions for 2023 (October 2022 – September 2023) to DWR. Initiation of 2024 Annual Report for submission in 2025.	<ul style="list-style-type: none"> <li>Timely submission of comprehensive Annual Report on Vina Subbasin conditions for 2023 Water Year.</li> <li>Preparation for 2024 Annual Report.</li> </ul>	<ul style="list-style-type: none"> <li>April 1, 2024: 2023 Annual Report due</li> <li>April 1, 2025: 2024 Annual Report due</li> </ul>
3.2	<b>Groundwater Level Monitoring and Reporting</b>	Data management, including collection, storage, analysis, and access.	<ul style="list-style-type: none"> <li>Reliable, accurate, accessible groundwater data.</li> <li>Maintain compliance with SGMA Portal requirements</li> </ul>	Ongoing
3.3	<b>Interested Parties List</b>	Maintenance and use of the Vina GSA interested parties list to keep members of the public informed of GSA activities and key milestones.	<ul style="list-style-type: none"> <li>Informed members of the public and effective method for distribution of GSA materials or news.</li> </ul>	Ongoing

<b>3.4</b>	<b>Outreach and Engagement Activities</b>	Conduct of outreach and engagement activities that engage varied groundwater user groups, including coordination of logistics for project-related workshops. Also includes updates to and maintenance of the Vina GSA website.	<ul style="list-style-type: none"> <li>Public understanding and support for GSA and GSP activities</li> <li>Various events or activities</li> <li>Up-to-date website</li> </ul>	Ongoing
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#### 4. Administration of the Vina GSA

#	Task	Description	Key Outcome(s)	Timeline/ Due Date
<b>4.1</b>	<b>Vina GSA JPA Amendments</b>	Facilitate longer-term changes to the Joint Powers Agreement to, among other identified actions, ensure continuous Stakeholder Director representation on the Board to avoid periods of vacancies between appointments.	<ul style="list-style-type: none"> <li>Amended Vina GSA JPA</li> </ul>	N/A
<b>4.2</b>	<b>Overall Budgeting, Management, and Reporting for the GSA</b>	Management of the overall Vina GSA budget and fulfillment of reporting requirements.	<ul style="list-style-type: none"> <li>Adopted Budget</li> <li>Financial Reports to GSA Board</li> <li>The Vina GSA remains in good standing from a financial perspective.</li> </ul>	Adopted Budget in June 2024 for following fiscal year, July 2024-June 2025 and ongoing
<b>4.3</b>	<b>GSA Fee Management (e.g., administration of current or future fee needs)</b>	Administration of current or future fees needs for funding GSA activities, such as management of parcel or fee data and coordination with the County assessor.	<ul style="list-style-type: none"> <li>Provide tax roll to County for 2025 fee</li> </ul>	August 2024
<b>4.4</b>	<b>Cost-sharing Agreements and Accounting</b>	Oversight of establishing, updating as needed, and enacting cost-share agreements between different parties for funding the Vina GSA.	<ul style="list-style-type: none"> <li>Costs for administering the Vina GSA and GSP are equitably distributed among the involved parties.</li> </ul>	Ongoing and as-needed



<b>4.5</b>	<b>Reporting and Accountability (to County, to GSAs, to public)</b>	Fulfillment of reporting and accountability requirements, including: Financial Transaction Report and Government Compensation Report for State Controller, Bi-annual audits, Form 700s, and liability insurance.	<ul style="list-style-type: none"> <li>The Vina GSA remains in good standing from a legal and managerial perspective.</li> </ul>	In keeping with annual deadlines
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### 5. Interagency Coordination and Representation for the Vina GSA

#	Task	Description	Key Outcome(s)	Timeline/ Due Date
<b>5.1</b>	<b>Groundwater Resources Association (GRA) Conferences</b>	Representation of the Vina GSA at GRA conferences for the purpose of professional development, networking, and collaboration.	<ul style="list-style-type: none"> <li>Enhanced relationships</li> <li>Information sharing</li> </ul>	June and September 2024
<b>5.2</b>	<b>DWR GSA Forums</b>	Representation of the Vina GSA at DWR GSA Forums for the purpose of coordinating with other GSA managers and as a direct line of contact with DWR.	<ul style="list-style-type: none"> <li>Enhanced relationships with other GSA managers and with DWR</li> <li>Information sharing</li> </ul>	April and November 2024
<b>5.3</b>	<b>Inter-Departmental Coordination</b>	Representation of the Vina GSA within the Butte County Department of Water & Resource Conservation, including coordination with Butte County Department of Water and Resource Conservation to jointly administer the Wyandotte Creek GSA and GSP and to streamline other groundwater-related efforts across the County.	<ul style="list-style-type: none"> <li>Integration with other department efforts for more comprehensive, successful groundwater management.</li> </ul>	Ongoing
<b>5.4</b>	<b>External Coordination</b>	Representation of the Vina GSA in coordination with other planning and management groups, such as neighboring subbasins, Integrated Regional Water Management Groups, and others.	<ul style="list-style-type: none"> <li>Enhanced coordination with external parties</li> </ul>	Ongoing



5.5	<b>Basin Point of Contact</b>	Fulfillment of basin point of contact responsibilities under SGMA including maintaining up to date information on the SGM Portal.	<ul style="list-style-type: none"><li>• Responsive, cooperative relationship between the Vina Subbasin and DWR</li></ul>	Ongoing
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**Vina**  
**Groundwater Sustainability Agency**  
**Agenda Transmittal**

**Agenda Item: 6.4**

**Subject:** Cost Share Agreement Between the Vina GSA, Wyandotte Creek GSA, and the County of Butte for GSA Program Management

**Contact:** Christina Buck

**Phone:**

**Meeting Date:** October 11, 2023

**Regular Agenda**

**Department Summary:**

The County of Butte is a member agency to both the Vina and Wyandotte Creek Groundwater Sustainability Agencies (GSAs) by Joint Powers Authorities (JPA) and has in the past provided administrative, management, financial, and technical services to the GSAs to fulfill activities required by the Sustainable Groundwater Management Act (SGMA). This Cost Share Agreement, a copy of which is attached, is to set forth the terms on which the County will continue to provide administrative and management services to the GSAs, and those services will be compensated by both GSAs.

Under the Cost Share Agreement, County services would start no later than January 1, 2024 and includes, but is not limited to:

- \* Management of day-to-day operations of the GSAs, including management of consultants.
- \* Serving as the primary point of contact for the GSAs' Boards and Committees and responsibility for setting and administering all meetings of those bodies.
- \* Coordination between the GSAs, GSAs' members, other subbasins, and stakeholders.
- \* All other duties included in the 2024 Annual Work Plans of the Vina and Wyandotte Creek GSAs, other approved work plans, and approved cost proposals, as requested by the GSAs and necessary and appropriate for SGMA compliance in the respective subbasins.

County services provided to the GSAs will be managed by a GSA Program Manager. The Cost Share Agreement also includes details on the duties and responsibilities of the parties to the agreement to make fiscal contributions on a semi-annual basis, or on a schedule otherwise agreed upon by all parties. The Exhibit A and Attachment 1 to the Agreement further elaborates on the scope of services and terms of compensation that are included in the Cost Share Agreement.

The Vina GSA Board should consider adopting the Cost Share Agreement or provide direction to the Management Committee.

**Fiscal Impact:** None

**Staff Recommendation:** Adopt the GSA Administrative and Management Cost Share Agreement.

## **GSA ADMINISTRATIVE AND MANAGEMENT COST SHARE AGREEMENT**

This GSA Administrative and Management Cost Share Agreement (“Agreement”) is made and entered into and effective upon the date when the last Member signs this Agreement (“Effective Date”) by the County of Butte, a political subdivision of the state of California (“County”), the Vina Groundwater Sustainability Agency, a California joint powers authority (“VGSA”), and the Wyandotte Creek Groundwater Sustainability Agency, a California joint powers authority (“WCGSA”), (County, VGSA and WCGSA, collectively “Parties”) who agree as follows:

### Recitals

WHEREAS, VGSA and WCGSA (collectively “GSAs”) are joint powers authorities formed to manage groundwater and compliance with the Sustainable Groundwater Management Act of 2014 (“SGMA”) in the Vina and Wyandotte Creek Subbasins, respectively, in Butte County, California;

WHEREAS, County is a member of the GSAs and has in the past provided management, administrative, financial, and technical services to the GSAs;

WHEREAS, the Parties desire to set forth in this Agreement the terms on which the County will continue to provide administrative and management services to the GSAs and the GSAs will compensate County for those services.

NOW, THEREFORE, in consideration for the mutual promises and undertakings of the Parties set forth in this Agreement, the Parties agree as follows:

#### **1. Scope of County Services**

1.1. Starting no later than January 1 2024, the County shall provide all administrative and management services necessary and appropriate for the GSAs to comply with SGMA for their respective subbasins. These services shall include, but are not limited to:

- Management of day-to-day operations of the GSAs, including management of consultants.
- Serve as the primary point of contact for the GSAs’ governing boards and be responsible for setting and administering all meetings of those bodies.
- Coordination between the GSAs, the GSA’s members, other subbasins, and stakeholders.
- All other duties included on Exhibit A or an approved cost proposal or approved work plan, as discussed further in the following section, or as requested by the

GSAs and necessary and appropriate for SGMA compliance in the respective subbasins.

1.2. The County services required by this Agreement shall not include legal services to the GSAs.

1.3. The County shall provide the services required by this Agreement through employees or consultants of the County. The County may consult with the GSAs concerning the qualifications and suitability of the employees or consultants assigned to provide the services required by this Agreement.

1.4. The County will appoint a single employee or consultant as the GSA Program Manager for each of the GSAs. The same employee or consultant may be appointed as the GSA Program Manager for both GSAs. The GSA Program Manager shall have management authority over the County services provided to the GSAs.

1.5. The GSA Program Manager, and all other employees or consultants of the County who provide services to the GSAs, shall remain employees or consultants of the County, as appropriate, and shall not become employees or consultants of the GSAs.

1.6. The County shall provide its employees with all equipment, office space, internet, email, phone, and other matters necessary and appropriate to provide the County services required by this Agreement. Notwithstanding anything in this Agreement to the contrary, the GSAs will fund the purchase of a workstation including a desk, office chair, computer, and associated office supplies to support the services provided pursuant to this Agreement. The GSAs and the County shall not provide equipment or office space to consultants.

## 2. Duties and Responsibilities of the Parties

2.1. The GSAs shall pay the County for the services required by this Agreement. For FY23-24, the GSAs shall pay the amounts provided in Exhibit A. For subsequent fiscal years, the Parties shall follow the following process to determine the amounts that the GSAs shall pay:

2.1.1. No later than January 1 of the preceding fiscal year, the County shall prepare and provide to the GSAs a detailed cost proposal for the subsequent fiscal year.

2.1.2. The GSAs shall review the cost proposal and negotiate with the County and each other, as appropriate. The County may provide the GSAs with one or more amended cost proposals, as appropriate.

2.1.3. No later than April 1 of the preceding fiscal year, the GSAs' governing boards shall either approve the County cost proposal, or any amendments to the

cost proposal, or provide the other Parties with termination of this Agreement as provided below.

2.1.4. Upon the approvals required by the preceding section, the approved County cost proposal shall be deemed incorporated into this Agreement and the GSAs shall pay the amounts required by the approved County cost proposal.

2.2. The GSAs agree to share in the costs for County services as follows:

2.2.1. Program Management and Administration

- VGSA: 70%
- WCGSA: 30%

2.2.2. Fiscal Agent

- VGSA: 70%
- WCGSA: 30%

2.2.3. Technical Services / Workstation and Office Supplies

- VGSA: 50%
- WCGSA: 50%

2.2.4. The GSAs shall make the required payment semi-annually with the first payment due no later than January 15 and the second payment due no later than May 15. The payment schedule may be modified as needed and as agreed upon by all Parties.

2.3. The GSAs may appoint the GSA Program Manager as the Administrator for each of the GSAs as appropriate under the GSA's respective governing documents.

3. Term

3.1. This Agreement may be terminated upon any of the following occurrences:

3.1.1. This Agreement's expiration and automatic termination on June 30, 2028. This Agreement may be extended by mutual written agreement of the Parties.

3.1.2. By mutual written agreement of all Parties.

3.1.3. By any Party upon the material breach of this Agreement by any other Party, provided that the terminating party provided written notice of the material breach to all other Parties and the breaching party fails to cure the breach within 30 days.

3.1.4. By any Party effective on the last day of the current fiscal year (June 30), provided that the Party provides written notice to the other Parties no later than April 1 of the current fiscal year.

3.2. Upon termination of this Agreement, the County shall return to the GSAs all unspent payments based on the 70/30 percent cost share specified in Section 2.2.1 under this Agreement.

#### 4. Insurance

4.1 The County self-insures third-party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. The County shall maintain such self-insurance for the term of this Agreement.

4.2 The GSAs are insured against third-party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. The GSAs shall maintain such insurance for the term of this Agreement.

#### 5. Mutual Indemnity

Each Party agrees to defend, hold harmless, and indemnify each other Party, its officers, employees, and agents from any and all claims for injuries or damage to persons or property which arise out of this Agreement, and which results from the willful or negligent acts or omissions of the indemnifying Party, its officers, employees, or agents. The obligations of this section shall survive the termination of this Agreement.

#### 6. General Provisions

6.1. Recitals. The Recitals in Section 1 are incorporated into and shall constitute a part of this Settlement Agreement.

##### 6.2. Notice

All notices required by this Agreement shall be sent by mail and first-class U.S. Mail to the Parties as follows:

County: Kamie Loeser, Director of Water and Resource Conservation  
308 Nelson Avenue  
Oroville, CA 95928  
kloeser@buttecounty.net  
(530) 552-3590

VGSA: Member Agency Management Committee  
c/o Vina GSA Administrator  
308 Nelson Avenue  
Oroville, CA 95928  
(530) 552-3592  
vinagsa@gmail.com

WCGSA: Member Agency Management Committee  
c/o Wyandotte Creek GSA Administrator  
308 Nelson Avenue  
Oroville, CA 95928  
(530) 552-3591  
wyandottegsa@gmail.com

6.2.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement.

6.3. Amendments. This Agreement may only be amended in a writing executed by authorized representatives of all of the Parties.

6.4. Successors and Assigns. This Agreement is personal to each of the Parties and may not be assigned without the express written consent of the other Parties. Upon an authorized assignment, this Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, affiliated and related entities, officers, directors, partners, principals, agents, employees, assigns, representatives, and all persons, firms, associations, partnerships, and/or corporations connected with them, and including, without limitation, their insurers, sureties and/or attorneys.

6.5. Cooperation. Each Party to this agreement agrees to do all things that may be necessary, including, without limitation, the preparation and execution of documents which may be required hereunder, in order to implement and effectuate this Agreement.

6.6. Counterparts. This Agreement may be executed in counterparts and through electronic means.

6.7. Governing Law; Venue. Except as otherwise required by law, the Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Any claim or action arising out of this Agreement shall be litigated in the Butte County Superior Court.

6.8. Dispute Resolution. The Parties agree to resolve any disagreements which may arise regarding this Agreement at the lowest level required for each Party, with a cooperative spirit and in a timely manner. If disagreements cannot be resolved according to this process, the matter shall be discussed and considered by the Director of the Butte County Department of Water and Resource Conservation, the Member Agency Management Committee of VGSA and/or the Member Agency Management Committee of the WCGSA.

IN WITNESS WHEREOF, the Parties accept this Agreement and have caused this Agreement to be executed and delivered.

COUNTY OF BUTTE

By: \_\_\_\_\_  
Tod Kimmelshue  
Chair, Butte County Board of Supervisors

\_\_\_\_\_ Date

VINA GROUNDWATER SUSTAINABILITY AGENCY

By: \_\_\_\_\_  
[INSERT NAME]  
Chair, Vina Groundwater Sustainability Agency

\_\_\_\_\_ Date

WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

By: \_\_\_\_\_  
Bill Connelly  
Chair, Wyandotte Creek Groundwater Sustainability Agency

\_\_\_\_\_ Date

Approved as to Form:

\_\_\_\_\_  
Brad Stephens  
Butte County Counsel



## **EXHIBIT A**

**FY23-24**

### **Scope of Work and Compensation for County Services**

#### **Section 1. Services.**

County shall provide the following services to the GSAs:

#### **Program Management and Administration Services**

- Vina GSA administration
- Vina GSA reporting and accountability (to County, to GSAs, public updates)
- Vina GSA point of contact
- Wyandotte Creek GSA administration
- Wyandotte Creek GSA reporting and accountability (to County, to GSAs, public updates)
- Wyandotte Creek GSA point of contact

#### **Fiscal Services**

- Primary liaison with both GSAs and County on GSA financial-related activities
- Vina GSA – other funding sources coordination and tracking (e.g., PMAs)
- Vina GSA – budgeting, accounting, and reporting
- Wyandotte Creek GSA – budgeting, accounting, and reporting
- Wyandotte Creek GSA – other funding sources coordination and tracking (e.g., PMAs)
- Budgeting and accounting
- Cost-share agreement tracking and reporting
- Processing and payment of GSA vendor and consultant invoicing by County Auditor-Controller's Office

#### **Technical Services**

- Plan Manager
- Annual Report Project Management
- Data Management Support  
Monitoring

The Parties agree that the services described in Section 1 shall be described in the Work Plans agreed upon by the GSAs and County attached to this Scope of Work as Attachment 1 and incorporated by reference. Following the date of this Agreement, (1) the Member Agency Management Committees may agree to amendments to the Work Plans on behalf of their respective GSA and (2) the Butte County Director of Water & Resource Conservation may agree to amendments to the Work Plans on behalf of the County.

## Section 2. Compensation.

For Fiscal Year 2023-24, the GSAs shall compensate County for the services described in Section 1 of this Attachment according to the terms more fully described in Section 2.2 of the Agreement and as depicted in the following compensation table. The compensation table below will be modified each fiscal year based on the process outlined in Section 2.1 of this Agreement.

<b><i>Services</i></b>	<b><i>FY 2023-2024 Compensation</i></b>
Program Management and Administration Services Share in Costs: <ul style="list-style-type: none"><li>• VGSA 70%</li><li>• WCGSA 30%</li></ul>	Based on the Butte County Program Development Manager Classification Salary Range \$78,478.40 - \$105,164.80 Annually Benefits Range \$31,391.36 - \$42,065.92
Fiscal Services ( <i>separate from County Tax Roll Fee Support</i> ) Share in Costs: <ul style="list-style-type: none"><li>• VGSA 70%</li><li>• WCGSA 30%</li></ul>	County will bill semi-annually not to exceed \$3,000
Technical Services Share in Costs: <ul style="list-style-type: none"><li>• VGSA 50%</li><li>• WCGSA 50%</li></ul>	County will bill semi-annually not to exceed \$10,000
Workstation and Office Supplies Share in Costs: <ul style="list-style-type: none"><li>• VGSA 50%</li><li>• WCGSA 50%</li></ul>	County will bill semi-annually not to exceed \$3,000

Upon hiring of the Program Manager, County will notify the GSAs in writing of the exact amount of Salary and Benefits compensation due for this fiscal year.

ATTACHMENT 1

GSA Work Plans

*(to be attached once approved by the Vina GSA)*

## **ATTACHMENT 1 TO COST SHARE AGREEMENT**

### **Vina GSA 2024 Work Plan**

#### **1. Administration of GSA Boards and Committees**

- 1.1. Management Committee
- 1.2. Vina GSA Board
- 1.3. Stakeholder Advisory Committee

#### **2. Advance Projects and Management Actions of the GSP**

- 2.1. SGM Grant Program Administration
- 2.2. Conduct an Updated Fee Study (e.g., Prop 218/26 activities)
- 2.3. GSP Updates, Data Gaps, and Outreach Project (grant funded)
- 2.4. Outreach Program (grant funded)
- 2.5. Demand Reduction Strategies in the Vina Subbasin Project (grant funded)
- 2.6. Lindo Channel Surface Water Recharge Implementation Project (grant funded)
- 2.7. Coordination with Butte County Implemented Grant Projects

#### **3. Ongoing SGM Program Activities**

- 3.1. Annual Reports
- 3.2. Groundwater Level Monitoring and Reporting
- 3.3. Interested Parties List
- 3.4. Outreach and Engagement Activities

#### **4. Administration of the Vina GSA**

- 4.1. Vina GSA JPA Amendments
- 4.2. Overall Budgeting, Management, and Reporting for the GSA
- 4.3. GSA Fee Management (e.g., administration of current or future fee needs)
- 4.4. Cost-sharing Agreements and Accounting
- 4.5. Reporting and Accountability (to County, to GSAs, to public)

#### **5. Interagency Coordination and Representation for the Vina GSA**

- 5.1. Groundwater Resources Association (GRA) Conferences
- 5.2. DWR GSA Forums
- 5.3. Inter-Departmental Coordination
- 5.4. External Coordination
- 5.5. Basin Point of Contact

### **Wyandotte Creek GSA 2024 Work Plan**

#### **1. Administration of the GSA Boards and Committees**

- 1.1. Management Committee
- 1.2. Wyandotte Creek GSA Board
- 1.3. Stakeholder Advisory Committee

#### **2. Advance Projects and Management Actions of the GSP**

- 2.1. SGM Grant Program Administration
- 2.2. GSP Data Gaps and Refinements (grant funded)
- 2.3. Outreach Program (grant funded)
- 2.4. Regional Conjunctive Use Project (grant funded)
- 2.5. Coordination with Butte County Implemented Grant Projects

2.6. Coordination with Thermalito Water and Sewer District Implemented Grant Project (Water Treatment Plant Capacity Upgrade, grant funded)

**3. Ongoing SGM Program Activities**

- 3.1. Annual Reports
- 3.2. Groundwater Level Monitoring and Reporting
- 3.3. Interested Parties List
- 3.4. Outreach and Engagement Activities

**4. Administration of the Wyandotte Creek GSA**

- 4.1. Wyandotte Creek GSA JPA Amendments
- 4.2. Overall Budgeting, Management, and Reporting for the GSA
- 4.3. GSA Fee Management (e.g., administration of current or future fee needs)
- 4.4. Cost-sharing Agreements and Accounting
- 4.5. Reporting and Accountability (to County, to GSAs, to public)

**5. Interagency Coordination and Representation for the Wyandotte Creek GSA**

- 5.1. Groundwater Resources Association (GRA) Conferences
- 5.2. DWR GSA Forums
- 5.3. Inter-Departmental Coordination
- 5.4. External Coordination
- 5.5. Basin Point of Contact



**Vina**  
**Groundwater Sustainability Agency**  
**Agenda Transmittal**

**Agenda Item: 6.5**

**Subject:** 2024 Vina GSA Board and SHAC Meeting Calendars

**Contact:** Linda Herman

**Phone:**

**Meeting Date:** October 11, 2023

**Regular Agenda**

**Department Summary:**

The Vina GSA Management Committee has prepared 2024 meeting calendars for the Vina GSA Board and Stakeholder Advisory Committee (SHAC) based on the activities and timeline laid out in the 2024 Vina GSA Work Plan.

\* Vina GSA Board meetings are recommended to occur in April, June, and September 2024, on the second Wednesday of the month at 5:30 p.m.

\* Vina SHAC meetings are recommended to occur in February, May, August, and November 2024, on the fourth Wednesday of the month at 9:00 a.m.

Additional meetings for both the Vina GSA Board and SHAC may be scheduled if needed.

The Vina GSA Board should consider adopting the Board meeting calendar and approving the SHAC meeting calendar, or provide direction to the Management Committee.


**Fiscal Impact:** None

**Staff Recommendation:** Adopt the 2024 Vina GSA Board meeting calendar and approve the 2024 SHAC meeting calendar.

**PROPOSED 2024 VINA GSA BOARD REGULAR MEETING SCHEDULE - 2ND WEDNESDAY AT 5:30 P.M.**

**2024**

JANUARY							FEBRUARY							MARCH							APRIL						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													
MAY							JUNE							JULY							AUGUST						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

 Vina GSA Mtg (additional meetings may be scheduled if needed)



# PROPOSED 2024 VINA GSA SHAC MEETING SCHEDULE - 4TH WEDNESDAY AT 9:00 A.M.

# 2024

JANUARY							FEBRUARY							MARCH							APRIL						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													
MAY							JUNE							JULY							AUGUST						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1		1	2	3	4	5	6				1	2	3	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

SHAC Mtg (additional meetings may be scheduled if needed)