

APPENDIX B: Regional Block Grant Application

This is the application for the Multi-Benefit Land Repurposing Program. The solicitation details the background and requirements to apply for funding under the program.

Application Instructions

- Each application must contain all of the materials listed in the checklist below.
- Materials should be presented in the order indicated on the checklist.
- Please complete all materials using an easy-to-read font, 11 point or larger.
- In the header or footer of each page of the application, applicants should include: (1) name of applicant and (2) sequential page numbers.
- Materials not specifically requested (e.g., press clippings or brochures) will not be considered during the evaluation.

Application Checklist

1. Cover Sheet
2. Applicant Eligibility and Capacity
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6. Community Engagement
7. Disadvantaged Community Benefits
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1. Cover Sheet

Project Information	Project Title: Vina GSA Multibenefit Land Repurposing Program Location (County/ies): Butte County District Number(s): Senate: 1 st Senate District Assembly: 3 rd Assembly District SGMA Sub-basin(s): Vina – 5-021.57
Applicant Information:	Vina Groundwater Sustainability Agency (Vina GSA) Organization Type: GSA Federal Employer ID Number: 32-0616608 Mailing Address: 308 Nelson Avenue, Oroville, CA 95965-3302 Contact Person: Kamie Loeser Title: Vina GSA Administrator and Plan Manager Phone Number: 530-552-3590 Email Address: KLoeser@buttecounty.net
Partner Information:	Rock Creek Reclamation District / GSA Organization Type: Special District Federal Employer ID Number: Mailing Address: 5130 Anita Road, Chico, CA 95973 Contact Person: Hal Crain Title: Chairman of the Board of Trustees Phone Number: 530-864-0347 Email Address: rockcreekreclamation@gmail.com
Partner Information:	Butte County Department of Water and Resource Conservation Organization Type: County Water Department Federal Employer ID Number: 94-6000506 Mailing Address: 308 Nelson Avenue, Oroville, CA 95965-3302 Contact Person: Kamie Loeser Title: Director, BC Dept of Water and Resource Conservation Phone Number: 530-552-3590 Email Address: KLoeser@buttecounty.net
Partner Information:	Resource Conservation District of Butte County Organization Type: Special District Federal Employer ID Number: 33-1054051 Mailing Address: 150 Chuck Yeager Way, Ste A, Oroville, CA 95965 Contact Person: Thad Walker Title: District Manager Phone Number: 530-693-3173 Email Address: thad@bcrd.org

Partner Information: **Butte County Farm Bureau**
Organization Type: Non-Profit
Federal Employer ID Number: 94-1262232
Mailing Address: 1148 Richvale Highway, Richvale, CA 95974
Contact Person: Colleen Cecil
Title: Executive Director
Phone Number: 530-533-1473
Email Address: colleen@buttefarmbureau.com

Partner Information: **Agricultural Groundwater Users of Butte County**
Organization Type: 501(c)(6)
Federal Employer ID Number: 82-4919012
Mailing Address: 30 Independence Circle, #300, Chico, CA 95973
Contact Person: Rich McGowan
Title: Board Member
Phone Number: 530-342-4040
Email Address: rmfrich@hotmail.com

Partner Information **Sacramento River Conservation Area Forum**
Organization Type: Non-Profit
Federal Employer ID Number: 68-0461944
Mailing Address: 2440 Main Street, Red Bluff, CA 96080
Contact Person: Jane Dolan
Title: Executive Director
Phone Number: 530-518-1011
Email Address: jane@riverforum.org

Partner Information **Family Water Alliance**
Organization Type: Non-Profit
Federal Employer ID Number: 68-0262939
Mailing Address: 2963 Davison Ct, Suite A, Colusa, CA 95932
Contact Person: Nadine Bailey
Title: Executive Chief Operations Officer
Phone Number: 530-458-8726
Email Address: nadine@familywateralliance.com

2. Applicant Eligibility and Capacity

Eligibility

Applicants must provide all the following to demonstrate eligibility:

- Verification that the applicant is a: (1) Groundwater Sustainability Agency; (2) federally recognized California Native American tribe, or (3) non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission OR is a public agency; nonprofit group with 501(c) status; or Watermaster implementing an approved groundwater sustainability plan or approved alternate plan and is partnering with a GSA to submit an application.
 - Non-profit groups must provide a copy of their IRS 501(c) Tax Determination Letter.

The Vina Groundwater Sustainability Agency (Vina GSA) was established through a Joint Powers Agreement (JPA) comprised of three member agencies, the County of Butte, City of Chico, and Durham Irrigation District, as set forth in Water Code Section 10723.6(a)(1). Please see **Attachment 1** for a copy of the Vina GSA Joint Powers Agreement. A Vicinity Map of the Vina Subbasin is included as **Attachment 6**.

- Evidence that the applicant is locally based or has strong working ties to local stakeholders, communities, and/or GSAs.

Partnership commitment letters included with this application evidence that the Vina GSA is a local-based public agency and that it has strong working ties with various local stakeholders, communities, and other GSAs. Please see **Attachment 2** for copies of the partner support letters from the Butte County Department of Water and Resource Conservation (BCDWRC), Butte County Resource Conservation District (BCRCD), Rock Creek Reclamation District GSA (Rock Creek GSA), Butte County Farm Bureau (BCFB), Agricultural Groundwater Users of Butte County (AGUBC), Family Water Alliance (FWA), and the Sacramento River Forum (SRF).

The Vina GSA has also established cooperation agreements with Butte College and the Rock Creek GSA which more clearly define and establish a cooperative and ongoing working relationship to advance the purposes of the Sustainable Groundwater Management Act (SGMA) and groundwater sustainability for the Vina Subbasin. Please see **Attachment 3** for copies of the Cooperation Agreements and **Attachment 7** which shows the location of the Vina Subbasin and boundaries of the Vina GSA and Rock Creek GSA.

The Butte County Department of Water and Resource Conservation provides leadership and serves as the Administrator and Plan Manager in all three subbasins within Butte County, including the Vina GSA, County of Butte GSA, and Wyandotte Creek GSA. Staff from member agencies of the Vina GSA coordinate closely to support the administration and activities of the GSA. The Butte Subbasin has 11 individual GSAs including: Butte County, Butte Water District, City of Biggs, City of Gridley, Glenn County, Colusa Groundwater Authority, Richvale Irrigation District, Biggs West Gridley Water District, Reclamation District 2106, Reclamation District 1004, Western Canal Water District. The Wyandotte Creek GSA is the sole GSA within the Wyandotte Creek subbasin.

The Vina GSA's partner organizations work with other local, state, and federal agencies, further increasing the scale of local connections and regional impact of projects. For example, the Butte County RCD works with regional RCDs, California Association of RCDs, U.S. Fish and Wildlife Service, The Nature Conservancy,

and California Natural Resources Conservation Service, among other organizations. The SRF works with the counties of Butte, Sutter, Shasta, Tehama, and Yolo, California NRCS, National Marine Fisheries Service, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, and U.S Bureau of Reclamation, among others. The BCFB has more than 1,200 members and works with local farmers, the county and local municipal governments, school districts, GSAs, as well as various other state and federal agencies. AGUBC has deep ties with more than 75 farming families who own more than 60,000-acres of farmland in the Vina Subbasin that rely solely on groundwater. Further evidence of Vina GSA's working ties with GSAs and communities can be found on the Vina GSA website, here: <http://www.vinagsa.org>.

Capacity

Applicants must provide a short narrative description of their capacity to successfully implement the grant, should the project be funded. This description should address:

- How the applicant's board and/or management structure will contribute to the effective execution of project activities.

The Vina GSA is a local government agency overseen by a five-member Board of Directors. Members of the Vina GSA Board include representatives from its three member agencies (City of Chico, Durham Irrigation District, and Butte County) and two additional appointed members by the Butte County Board of Supervisors, one representing agriculture and one representing domestic well users within the Subbasin.

The Vina GSA has a Stakeholder Advisory Committee (SHAC) which includes members of the public. The Vina GSA Board has appointed 7 at-large members, which include: Agricultural Groundwater Users (3), Domestic Well Users (2), Environmental Representative (1), and Business Association Representative (1). In addition, there are SHAC members representing Cal Water Chico, CSU, Chico, and Butte College. The SHAC will serve as an important public venue for discussion, updates, and MLRP Plan development. The Vina GSA Board is the decision-making body who will ultimately approve the MLRP Plan and implement the program. SHAC and Vina GSA Board meetings will be crucial public venues for discussion and input on the project.

- Any professional staff within the applicant's employ who are qualified to develop and successfully implement the activities outlined in the proposal. The response should include a description of the skills and experience of such staff or, if the applicant does not possess such expertise, how the applicant will acquire this expertise.

The BCDWRC is a department within the Butte County government, headed by a Director and Assistant Director. BCDWRC staff report to the Butte County Board of Supervisors and to Subbasin GSA Boards in their role as Administrator and Plan Manager for activities of GSAs in the Vina, Butte, and Wyandotte Creek Subbasins. County/GSA staff work to develop and implement county policy and activities regarding surface water, groundwater, and watershed management. County/GSA staff also work with a variety of committees, organizations, and stakeholders across Butte County regarding water and natural resource issues. Primary responsibilities of the Department currently include SGMA implementation; management of County GSAs; management of the County's State Water Project Table A allocation; public education and outreach; and maintaining local/regional watershed health. Staff are qualified and equipped to implement and manage this project and will retain technical consultants as needed to expand the GSAs capacity to complete the project.

- Any financial resources at the applicant's disposal to support the implementation of the grant.

As a GSA in the Vina Subbasin, Vina GSA has the authority to adopt fees necessary to implement the GSP in accordance with SGMA legislation, including land retirement and repurposing. The Vina GSA is currently working on a rate study to fund administration of the GSA and SGMA compliance activities including annual reporting, monitoring, and the GSP five-year update. The funding will support a Program Manager for the GSA to provide staff support for GSA activities and the capacity to manage grants. The rate study will be complete in July 2023.

The Vina GSA is currently pursuing grant funds through the Department of Water Resources' (DWR) SGMA program on behalf of the subbasin. The Vina GSA prioritized its Extend Orchard Replacement Program for funding under this grant program, and award announcements for Round 2 are expected in June 2023. If funded, funds would be layered onto any funds awarded by the DOC MLRP program to increase project implementation.

In a separate but related effort, Butte County (i.e., County/Vina GSA staff) is pursuing a State Water Board grant which would provide funding for a county-wide program to address drought-related and/or contamination issues for small water systems and domestic wells serving Disadvantaged Communities and low-income households. Award announcements for the State Water Board grant are expected later in 2023. If funded, Vina GSA would expect to collaborate with Butte County to coordinate outreach within county-wide DACs to further extend the impact and benefits of the MLRP program.

Ultimately, funds awarded from the SGM Grant Program and State Water Board will be leveraged with awarded DOC MLRP funds in two ways: to increase community engagement during the Plan development phase, particularly as it relates to Disadvantaged Communities, and to extend efforts to implement multibenefit land repurposing projects, particularly as it relates to the Extend Orchard Replacement project.

- Any additional resources the applicant can draw on to ensure his/her success. Resources include, but are not limited to volunteers, physical capital, and existing partnerships.

Butte County stakeholders – including public agencies and private landowners – have a long history of working collaboratively to solve challenges, even when there are strong disagreements. For example, in the early 1980s, Butte County was among the first jurisdictions in California to enact an urban limit line near Chico, protecting valuable farmland from urban sprawl. In the mid-1990s, farmers and elected officials collaborated to successfully pass a local groundwater protection ordinance to prevent out-of-county groundwater substitution transfers without a permit, create a County Water Department, and implement annual groundwater monitoring activities.

The local leaders of the two previous efforts described above support the Vina GSA Multibenefit Land Repurposing Program effort and would be involved in Plan development through partner agencies, if funded. In addition, the involvement and willingness of the BCFB and AGUBC to engage on this issue represents a unique and major opportunity to introduce the concept of land repurposing in Butte County, and thereby to the Sacramento Valley, in a way that will resonate with landowners and ensure program success.

Applicants must provide the following to demonstrate capacity:

- A copy of the current annual organizational budget.
- A copy of the most recent financial audit (if an audit is not available, a copy of the organization's recent financial statements).

A copy of the Vina GSA annual budget as well as the most recent financial audit for Vina GSA have been attached with this application as Attachment 4.

To date, activities of the Vina GSA have been supported by the SGM Planning grant for GSP development and a significant amount of in-kind contributions by member agency staff. With completion of the rate study to fund administration of the GSA and SGMA compliance activities, the Vina GSA will have additional capacity and financial resources to implement this project, if funded.

3. Basin(s) Description (1/2-page maximum)

Briefly describe the basin(s) included in the proposal, including whether they are critically overdrafted, or whether they are high- or medium-priority basins where a state emergency drought declaration has been declared. Indicate whether a Groundwater Sustainability Plan has been approved for each critically overdrafted basin included in the proposal.

The proposed project takes place within the 184,917-acre Vina Subbasin, in Butte County California, which has been identified by DWR as a high priority subbasin. Butte County was included in the Governor's May 2021 drought state of emergency proclamation. The GSP describes conditions of historical groundwater level declines, interconnected surface water, and groundwater quality degradation. The Vina Subbasin lies in the eastern central portion of the Sacramento Groundwater Basin and includes the City of Chico and about 100,000-acres of agricultural land to the north, south, and west of Chico. Please see Attachment 8, which provides an illustration of the agricultural footprint within the Subbasin. A GSP, jointly developed by the Vina GSA and Rock Creek GSA, was submitted for the Subbasin in January 2022. The GSP is currently under review by the Department of Water Resources. A Vicinity Map is included as Attachment 6. Attachment 12 is a map of state and federal lands within the Subbasin.

The Vina Subbasin includes Disadvantaged Communities (DACs), Severely Disadvantaged Communities (SDACs), and the Mechoopda Indian Tribe of Chico Rancheria (Mechoopda Tribe). DAC and SDAC communities are primarily located within the subbasin's Chico Management Area. Using the DWR Mapping Tools ACS 2016-2020 datasets, the Median Household Income for the Vina Subbasin's DAC and SDAC communities ranges from as low as \$18,514 to \$57,357. Based on the ACS data in 2016-2020, 80% of the California Statewide MHI is \$62,938.

The Mechoopda Tribe is a federally recognized Tribe in the Subbasin, comprised of 560 Tribal Members. The Tribe's ancestral village was located on Little Butte Creek, south of the City of Chico. The Mechoopda Tribe's land is in the Chico Management Area in the Vina Subbasin. On February 1, 1998, the qualified voting members of the Mechoopda Tribe approved and adopted the Constitution of the Mechoopda Indian Tribe of Chico Rancheria, which serves as the foundation for implementing the Tribe's status as a federally recognized Indian Tribe. Please see Attachment 9 for a map of DACs and Tribes.

4. Proposal Summary (3-page maximum)

- Summarize the applicant's land repurposing vision for their region.

This proposal aims to identify and implement temporary and permanent land repurposing solutions in the Vina Subbasin to reduce reliance on groundwater while providing community health, economic wellbeing, water supply and recharge, habitat, and climate benefits. The proposal builds on planning work already done as part of the development of the Vina Subbasin's GSP, particularly as it relates to the implementation of the GSP's Extend Orchard Replacement project described in the GSP's PMA chapter.

While shovel-ready land repurposing projects are not identified in the application, the applicant intends to use a bottom-up community engagement approach to develop a multi-benefit agricultural land repurposing plan, through which they will identify and prioritize temporary and permanent land repurposing strategies and specific projects for implementation within the Subbasin. The applicant and their partners are collaborating with stakeholders representing a wide array of interests, including farmers and ranchers, disadvantaged communities, tribes, environmentalists, and land conservationists. Temporary and permanent land repurposing will be conducted through willing participants on lands least viable for agriculture and that contribute to resource connectivity.

Because agriculture is the primary economic generator in the Vina Subbasin of Butte County and because some agricultural land will be taken out of production – temporarily and/or permanently – due to the requirements of SGMA legislation, the Vina GSA's land repurposing vision involves undertaking appropriate efforts to preserve prime farmland and finding ways of repurposing less productive land through easements and other processes so that land is shifted from intensive irrigated use to less intensive or unirrigated uses in the most strategic fashion possible.

Repurposing less productive land into less intensive uses has multiple benefits in terms of achieving the goals of SGMA as well as providing agricultural and economic benefits to disadvantaged communities and the Vina Subbasin as a whole. Repurposing less productive agricultural land from irrigated production has the benefits of limiting of urban sprawl, improving air quality, and increasing groundwater recharge, reducing flood risk, and improving domestic water supplies in disadvantaged communities.

- Describe the proposed work to be conducted under the grant, including how the proposed work relates to the goals and objectives of the program. The summary of proposed work should include:
 - Development of a Multifibenefit Agricultural Land Repurposing Plan

The proposed project will focus regionally within the Vina Subbasin, which has been identified by DWR as a high priority subbasin. The GSP describes conditions of historical groundwater level declines, interconnected surface water, and groundwater quality degradation. Various agencies and organizations within the project area that already have a history of working together will coordinate to implement the project including Butte County, Rock Creek GSA, BCFB, Butte County RCD, AGUBC, FWA, and SRF. These organizations will work with the public, including farmers and residents, to develop a plan for multi-benefit repurposing of lands least viable for agriculture across the Subbasin.

Unlike other areas of the Central Valley, the Vina GSA and farmers in the Vina Subbasin do not anticipate following large swaths of farmland to achieve groundwater sustainability. At the same time, repurposing

the least viable ag land for multiple benefits is an important part of the groundwater management toolbox and there is an important role for temporary and permanent multibenefit land repurposing solutions in the Vina Subbasin.

Of particular importance to the Vina GSA and its stakeholders is the Extend Orchard Replacement Program, a project identified in the Vina Subbasin's GSP and illustrated in **Attachment 13**. The Extend Orchard Replacement Program is a demand-side intervention aimed at conserving groundwater by extending the period between when an orchard is removed and when the acreage is replanted. Typically, the process for removing an orchard and replanting can take several months to complete, depending on the size of the orchard and the condition of the soil. Under the Extend Orchard Replacement Program anticipated here, the idea would be to extend this period between removal and replanting for a minimum of 10 years. This will reduce the average annual consumptive use (*i.e.*, evapotranspiration or ET) of groundwater by extending the fallowing cycle and reducing the total water use of the orchard. Given that the Vina Subbasin is primarily dependent on groundwater as its water supply source, the Extend Orchard Replacement Program will directly support Minimum Objectives and Minimum Thresholds related to groundwater levels, storage, and the depletion of interconnected surface waters. The goal of this program is to reduce overall groundwater pumping demand from the Vina Subbasin through increased, and rotational, land fallowing.

While shovel-ready land repurposing projects are not identified in the application, the Vina GSA proposal will start with a bottom-up community approach to engage farmers, ranchers, disadvantaged communities, environmentalists, and others throughout the Vina Subbasin to develop a multibenefit agricultural land repurposing plan, through which we will identify and prioritize temporary and permanent land repurposing strategies and specific projects for implementation within the Subbasin.

We anticipate the plan to be a voluntary, financial incentive-driven land repurposing program that would achieve reductions in groundwater pumping (demand management) in the Vina Subbasin. Under the plan, lands that enroll in a temporary or permanent program would receive a payment to forgo irrigation on those lands (repurpose to non-irrigated uses) for a specified period set by the program (e.g., annual, multiple years, permanent). The new plan will also explore the viability of additional forms of land repurposing, including requiring landowners to undertake habitat or other restoration activities to return the land to a more natural state as opposed to just fallowing the land or using it for grazeland.

Once developed, we believe our Plan will become a model for other northern Sacramento Valley Subbasins with high concentrations of tree and other permanent crops as they also strive to comply with SGMA while protecting their valued agricultural resources. Subbasins throughout the northern Sacramento Valley coordinated efforts during GSP development to understand approaches each were taking and developed a framework for future inter-basin coordination. This is documented in the *Northern Sacramento Valley Inter-basin Coordination Report* (<https://www.buttecounty.net/1234/Inter-Basin-Coordination>), which was included as an appendix in the GSPs throughout the region.

- Project development and permitting

While the new plan will identify and prioritize temporary and permanent land repurposing solutions in the Vina Subbasin, the near-term focus will likely be on identifying and implementing temporary (*i.e.*, at least 10-year) repurposing projects or activities like the Extend Orchard Replacement Program. Therefore, project development and permitting activities for individual projects should be minimal. The new plan will be aligned with existing and upcoming projects and management actions across the Vina Subbasin.

Prioritized near-term projects identified in the plan would likely not require significant capital for permitting, new infrastructure or other costs.

- Land repurposing project implementation

To the extent that the prioritized projects identified within the new plan are temporary repurposing like the Extend Orchard Replacement Program, project implementation should be straightforward. The program would reduce water demand from lands that voluntarily enroll, and the landowner/lessee would receive an incentive payment set by the Vina GSA Board reflecting then-current market conditions. Only irrigated lands removing an orchard would be eligible for enrollment in the program and the land would remain enrolled for a minimum of 10 years.

While the incentive payments currently are based upon the value of irrigated agriculture in the Vina Subbasin, it is conceivable to layer additional incentive payments that would account for parcel-specific multi-benefit repurposing opportunities, such as ecosystem services, floodplain management, or dry well mitigation. A landowner who wishes to layer additional multi-benefit repurposing activities on a parcel of land would be required to undertake habitat and or other restoration activities to return the land to a more natural state. This may include planting less-water intensive crops or dryland farming, creation of pollinator habitat, and creation of rangeland, among other non-irrigated land uses. With the support of partner or collaborating organizations, template landowner agreements will be developed during Plan development to describe program enrollment requirements more clearly.

- Support of partner and collaborators' capacity needs

It is anticipated that both the Vina GSA and the proposed land repurposing project would have peak workloads that would exceed existing fulltime Vina GSA capacity. To alleviate these issues, the project has been structured so that the project work is spread out over the three key partner organizations (Butte County, Rock Creek GSA, and AGUBC) as a means of ensuring each has the capacity to carry out their specific activities and to decrease the administrative burden on any one agency.

For example, Vina GSA anticipates serving as the fiscal manager for land repurposing and for development of a plan for land repurposing. Butte County, Rock Creek GSA, and AGUBC would collaborate on the design of the Multi-benefit Land Repurposing Plan, encourage and facilitate farmer engagement in the program, and conduct outreach on the program's opportunities and benefits once the program is developed. BCRCD, BCFB, FWA and SRF would provide input on the design of the plan, conduct workshops, and create collateral materials for education on land repurposing options, and coordinate with stakeholders and advocacy agencies for disadvantaged communities. Vina GSA also anticipates working with a land trust to help develop template contracts for land repurposing, and an education non-profit to develop materials and information for schools and teachers about the multi-benefit land repurposing program and its benefits. Other potential partners would be brought in as necessary to handle other aspects of program development and implementation.

- Outreach, education, and training to facilitate and build capacity to conduct land repurposing

Stakeholder outreach, education, training, and other engagement will build on existing partnerships developed as part of the formation of the Vina GSA and Groundwater Sustainability Plan under the SGMA legislation compliance process. Development of the new plan will include substantial stakeholder input through a series of traditional large and small public meetings, stakeholder workshops, interviews and

smaller, more nuanced discussions, and other informal meetings with landowners in the subbasin over a period of approximately 18 months that will provide better information to the decision-makers.

Initial workshops would work to obtain input and develop concepts for the land repurposing plan, land prioritization process, incentive structures, and restoration activities to be outlined in the proposed Multibenefit land repurposing plan. Later workshops and meetings would be conducted to finalize the plan design and create a process for implementation of the plan. Further workshops and outreach would take place to help guide landowners and agencies with implementing the land repurposing process following development of the plan.

- Monitoring to ensure defined conservation outcomes of projects.

Vina GSA is the implementing organization tasked to work with farmers to develop contracts for land repurposing and then implement a monitoring program under this proposed project. The monitoring program will be developed and overseen by the Vina GSA as the lead agency. Performance of the new program will be monitored for key performance indicators such as participation, compliance rates, and socioeconomic and environmental metrics. These should be reviewed regularly to assess program performance and recommend revisions for improvement.

If the application is funded, the Department will work with the applicant to convert this summary into a work plan to be included in the grant agreement.

5. Partnerships and Collaboration (1-page maximum)

Partners are defined as organizations, government agencies, private citizens or volunteer groups that provide funds or in-kind services. Collaboration is defined as working with other organizations, government agencies, groups, and individuals to ensure that all entities work in agreement and are non-duplicative of each other's activities, and to ensure that diverse interests are meaningfully incorporated into the block grant recipient's work. Proposals that demonstrate multiple, committed partnerships and extensive collaboration with other agencies, organizations, or entities will be given more points. Applicants are urged to work collaboratively with other groups and agencies to avoid multiple proposals for the same sub-basins.

- List any participating partners and describe how each partner will contribute to the work, including their proposed financial contribution, proposed in this application. For each partnership, provide a letter of commitment explaining the relationship between the partner and applicant and outlining the partner's contributions to the proposed work.
- List any participating collaborators and describe how each collaborator will contribute to the work proposed in this application. For each collaboration, provide documentation from the relevant individual(s)/organization(s) describing those collaborations.
- Describe your plan, if any, to expand these partnerships and/or collaborations to execute the grant.

Three key partners – **Butte County (\$75,000)**, **Rock Creek GSA (\$75,000)**, and **AGUBC (\$150,000)** – will work with the Vina GSA to develop and implement a local multibenefit land repurposing program through the following activities:

- Collaboration on the design of a Multibenefit Land Repurposing Plan.

- Facilitating engagement of farmers and other stakeholders in the process of designing the program, including providing technical assistance on program participation.
- Conduct outreach on the program’s opportunities and benefits once the program is developed.

Four implementing partners – **Butte County RCD (\$100,000), BCFB (\$100,000), FWA (\$50,000), and SRF (\$25,000)** – will work with the Vina GSA and key partners to implement a local multibenefit land repurposing program through the following activities:

- Providing input on the design of the program.
- Planning and holding Plan workshop events.
- Designing Program workshops based on program benefits.
- Coordinating small group and individual meetings.
- Produce and distribute media articles and other related content to each entity’s monthly newsletters and weekly e-news recipients, and through social media accounts.

Two additional collaborators will work with the Vina GSA on specific objectives, listed below:

- **Northern California Regional Land Trust:** (\$25,000) Providing feedback on its proposed processes and procedures for monitoring its contract with landowners and provide feedback on contract terms in the land repurposing program.
- **CA Farm Bureau** (Ag in the Classroom DAC outreach, \$25,000): Providing class materials, information and support to schools and teachers within the Vina GSA regarding the local multibenefit land repurposing program.

As referenced above, please see Attachment 2 for partner support letters.

Do not submit general letters of support that do not specify the individual/organization’s specific contributions to the proposal, as these will not increase the number of points awarded.

6. Community Engagement (1-page maximum)

- Describe the applicant’s experience and expertise conducting effective and inclusive engagement and collaboration across diverse communities and organizations.

The Vina GSA and its member agencies have significant collective experience working with a variety of committees, stakeholders, and partner organizations regarding water and natural resource issues, particularly with regards to implementation of SGMA as well as with a variety of grant-funded projects that involve collaboration with farmers, ranchers, and disadvantaged communities around groundwater issues. The Vina GSA has engaged in a range of public engagement activities since GSA formation in 2017, including holding and engaging in more than 125 public meetings. More detail on the Vina GSA’s experience and expertise can be found in Attachment 5, the Vina GSP’s Communication and Engagement Plan.

The Vina GSA’s member agency staff – given their dual role with Butte County and other GSAs – routinely work with local stakeholders and communities on the SGMA implementation process as well as other related projects. Staff work with 14 GSAs across three subbasins in Butte County as well as regionally with neighboring subbasins through the Integrated Regional Water Management (IRWM) program and inter-basin coordination. The Department maintains an interested parties list for SGMA implementation in the three subbasins which collectively has more than 700 participants (including residents, farmers, businesses,

and local agencies) to whom the County sends regular monthly newsletters, invites to meetings and workshops, and emails up-to-date information on a weekly basis.

Within each of the subbasins, staff maintain a coalition of support from local associations and community groups, including the AGUBC, BCFB, FWA, SRF, and stakeholders within various Disadvantaged Communities.

- Explain how the applicant will engage with and include feedback from farmers, ranchers, disadvantaged community members, tribes, and other interested practitioners in the development and implementation of their land repurposing work.

Stakeholder engagement will build on existing partnerships with participating agencies, permitting agencies, communities, organizations, and participating local landowners that were developed as part of the formation of the Vina GSP under the SGMA legislation compliance process. Vina GSA and its partner agencies will make use of a variety of engagement strategies intended to increase information among stakeholders, provide clear/understandable information, and enable stakeholders to learn from one another. For more detail on strategies and tactics, please see [Attachment 5](#), the Vina GSA's Communication and Engagement Plan.

- Describe the disadvantaged community/ies to be served by the applicant's land repurposing work and describe how the work performed will result in benefits to those communities.

California Water Code Section 106.3, Human Right to Water, states that "every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes." The Human Right to Water was addressed in the Vina GSP (Section 1.9) and will continue to be an important part of GSP implementation. Likewise, the Human Right to Water will serve as a guiding principle for outreach conducted to farmers, DACs, Tribes, and Others throughout the development of the new Plan. Please see [Attachment 9](#) for a map of DACs and Tribes.

7. Disadvantaged Community Benefits (1-page maximum)

A disadvantaged community is defined as a) a community with a median household income less than 80 percent of the statewide average, or b) a community where the lands are under the control of a federally recognized Tribe.

- Describe how the proposal will provide substantiated benefits to disadvantaged communities, including through project prioritization and implementation.

As described above, the Vina Subbasin includes DACs, SDACs, and the Mechoopda Tribe. DAC and SDAC communities are primarily located within the subbasin's Chico Management Area. Using the DWR Mapping Tools ACS 2016-2020 datasets, the Median Household Income for the Vina Subbasin's DAC and SDAC communities ranges from as low as \$18,514 to \$57,357. Based on the ACS data in 2016-2020, 80% of the California Statewide MHI is \$62,938.

Many communities within the Vina Subbasin struggle with domestic wells that go dry, including the communities of Nord and Dayton. The majority of domestic wells in the Subbasin are less than 200 ft below ground surface. Private shallow domestic wells are susceptible to dewatering from depressed water levels, which could create a barrier to the Human Right to Water. Domestic well users, particularly those who are economically disadvantaged (SDAC and DAC) are more vulnerable as the cost for well

deepening/replacement and alternative supplies may be prohibitive. SDACs and other disadvantaged communities in the Vina Subbasin rely solely on groundwater for water supply and have very limited financial resources, making them particularly sensitive to changes in groundwater levels and quality.

By removing land from irrigated production, this project will allow domestic well levels to stabilize, minimizing risks to shallow wells and protecting the Human Right to Water as considered in the Vina GSP. Ultimately, the effects of land repurposing will include reducing groundwater use, potentially also reducing risk to lives and property with flood risk if land by levees is repurposed and improving domestic water supplies.

Attachments 9, 10, and 11 provide more detail on Underrepresented Communities in the Subbasin and illustrate the Vina GSA's commitment to identifying and engaging with stakeholders within these communities.

8. Policy and Project Expertise (1-page maximum)

Describe the applicant's land repurposing policy expertise and project implementation expertise. Applicants may demonstrate this ability in-house or through partnerships and collaborations.

As discussed above, the BCDWRC is a department within the Butte County government, headed by a Director and Assistant Director. BCDWRC staff report to the Butte County Board of Supervisors and to the Subbasin GSA Boards in their role as Administrator and Plan Manager for activities of GSAs in the Vina, Butte, and Wyandotte Creek Subbasins. County/GSA staff work to develop and implement county policy and activities regarding surface water, groundwater, and watershed management. County/GSA staff also work with a variety of committees, organizations, and stakeholders across Butte County regarding water and natural resource issues. Primary responsibilities of the Department currently include SGMA implementation; management of County GSAs; management of the County's State Water Project Table A allocation; public education and outreach; and maintaining local/regional watershed health.

While the County/GSA staff has the capacity to administer the proposed planning project, the GSA will hire a consultant to help support the development and implementation of the grant, if funded.

The BCDWRC has extensive experience in managing and implementing grant-funded projects from state and federal funding sources. A sampling of grants awarded and managed by the department over the past 5 years that demonstrate experience applicable to land repurposing projects is found below:

- 2017 – DWR Prop 1, SGMA Planning Grant - \$1,498,800 for SGMA Planning in Butte, Vina, and Wyandotte Creek Subbasins
- 2020 - DWR Disadvantaged Community Involvement Grant – Sierra Institute - \$45,000 for Palermo clean water grant application work
- 2021 – DWR Prop 1, Round 1, IRWM Implementation Grant - \$5,000,739 for Orland-Artois Canal Prescreen Project, Rock & Sand Creek Flood Mitigation, SCOR Primary Influent Pump Station, Yuba City Gilsizer North Detention Basin Improvements, and Yuba City Trash Capture Device for Gilsizer Slough
- 2021 – DWR Small Community Drought Relief Program - \$1,191,485 for Feather Ridge Estates Project
- 2022 - DWR Small Community Drought Relief Program Grant - \$894,060 for Berry Creek School
- 2023 – DWR NSV Mountain Counties Funding Area Drought Relief Grant – Sierra Institute - \$525,000 for Palermo Clean Water Consolidation Project

9. Budget Summary

Applicants must provide a budget broken down by cost type (line item). Cost estimates should be consistent with the proposal summary. All costs must be eligible. If awarded funding, the Department will work with the applicant to refine the budget for incorporation into the Grant Agreement.

Vina GSA Multibenefit Land Repurposing Program		
BUDGET SUMMARY		
Line Item	Total	% of Total
Development of Multibenefit Land Repurposing Plan	\$ 400,000	11.43%
Project Development & Permitting	\$ 100,000	2.86%
Land Repurposing Project Implementation	\$ 1,750,000	50.00%
Partner Capacity Needs	\$ 550,000	15.71%
Outreach, Education, and Training	\$ 150,000	4.29%
Monitoring	\$ 200,000	5.71%
Grant Administration	\$ 350,000	10.00%
Total Cost	\$ 3,500,000	100.00%

Project Map(s)

A location map (in PDF) that identifies the project area relative to nearby cities and/or landmarks must be included with the application.

Additional maps that further describe or otherwise support the proposal may be included as relevant (e.g., maps of the subbasins included in the proposal, maps of disadvantaged communities within the proposal area, etc).

All maps must be of sufficient resolution to be legible if printed on an 8 ½" x 11" sheet of paper.

The applicant may submit geographic information system (GIS) data along with any maps.

Attached are the following project maps:

- Attachment 6 – Vicinity Map
- Attachment 7 – Vina GSA and Rock Creek GSA boundaries
- Attachment 8 – Land uses, including an illustration of land in agricultural production
- Attachment 9 – DACs & Tribes
- Attachment 10 – DACs & Streams and Small Water Systems
- Attachment 11 – DACs & Domestic Wells Counts by Section
- Attachment 12 – State and Federal lands
- Attachment 13 – Extended Orchard Replacement Program, showing DACs and ag land

10. Authorizing Resolution from Governing Body

Applicants must submit a signed Resolution of Support adopted by the entity's governing body that evidences authority to submit the application and, if awarded funding, to enter into and perform under the terms of the Grant Agreement template ([Appendix C](#)).

The resolution must:

- Authorize the submittal of the grant application for a 2022 Multi-Benefit Land Repurposing Program grant.
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, reimbursement requests, if the project is awarded funding.

Please see **Attachment 14**.

Attachments:

- 1. Vina GSA Joint Powers Authority**
- 2. Partner Support Letters**
- 3. Cooperation Agreements**
- 4. Vina GSA Annual Budget & Audit**
- 5. Vina GSP Communication and Engagement Plan**
- 6. Map - Vicinity Map**
- 7. Map - Vina GSA and Rock Creek GSA**
- 8. Map - Ag Footprint in Vina Subbasin**
- 9. Map - DACs and Tribes**
- 10. Map - Underrepresented Communities, Tribes, Small Water Systems**
- 11. Map - DACs and Domestic Wells**
- 12. Map - State and Federal Lands in the Vina Subbasin**
- 13. Map - Extended Orchard Replacement – DACs & Ag land**
- 14. Vina GSA Authorizing Resolution**

**JOINT EXERCISE OF POWERS AGREEMENT
ESTABLISHING THE VINA GROUNDWATER SUSTAINABILITY AGENCY**

This JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") establishing the Vina Groundwater Sustainability Agency is made and entered into and effective upon the date when the last Member Agency signs this Agreement ("Effective Date") by and among the public agencies listed on the attached Exhibit A ("Members") for the purpose of forming a Groundwater Sustainability Agency ("GSA") and achieving groundwater sustainability in a portion of the Vina Groundwater Subbasin ("Basin") within the jurisdictional boundaries of its Members.

Recitals

WHEREAS, in 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" ("SGMA"), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies ("GSAs") for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans ("GSPs") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources ("DWR"); and

WHEREAS, each Member is a local agency, as defined by SGMA, duly organized and existing under and by virtue of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Vina Subbasin, which is designated subbasin number 5-021.57 in the most recent edition of DWR Bulletin Number 118; and

WHEREAS, Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the DWR in its Bulletin 118 be managed under GSPs or coordinated GSPs pursuant to SGMA; and

WHEREAS, The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency; and

WHEREAS, the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code; the "Act"), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an agreement and to exercise additional powers granted under the Act; and

WHEREAS, the Members desire, through this Agreement, to form the Vina Groundwater Sustainability Agency ("Agency"), a separate legal entity, for the purpose of acting as a GSA for the portion of the Basin within the jurisdictional boundaries of its Members; and

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WHEREAS, the governing board of each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed;

NOW THEREFORE, In consideration of the matters recited and the mutual promises, covenant, and conditions set forth in this Agreement, the Members hereby agree as follows:

TERMS OF AGREEMENT

ARTICLE 1. DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. "Agency" means the Vina Groundwater Sustainability Agency.

1.3. "Agency Jurisdiction" means those areas in the Basin where the Agency is the exclusive GSA within the basin.

1.4. "Agreement" means this joint powers agreement, which creates the Vina Groundwater Sustainability Agency.

1.5. "Basin" means the Vina Subbasin, to reflect the most recent Bulletin 118 boundaries and as currently shown on the map attached to this Agreement as Exhibit B, which is incorporated herein by this reference.

1.6. "Board of Directors" or "Board" means the governing body of the Agency as established by Article 7 of this Agreement.

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

1.8. "Committee" shall mean any committee established pursuant to Article 11 of this Agreement.

1.9. "Effective Date" means the date on which the last Member executes this Agreement.

1.10. "Fiscal Year" means July 1 through June 30.

1.11. "GSA" shall mean a groundwater sustainability agency.

1.12. "GSP" shall mean a groundwater sustainability plan.

1.13. "Member" means each party to this Agreement that satisfies the requirements of section 6.1 of this Agreement, including any new members as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

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1.14. "Member Director" means a director or alternate director appointed by the governing board of each Member pursuant to Article 7 of this Agreement.

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

1.16. "SGMA" has the meaning assigned to it in the first Recital of the Agreement.

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

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

1.19. "Association" means Agricultural Groundwater Users of Butte County.

1.20. "State" means the State of California.

1.21. "Management Area" refers to an area within a basin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions or other circumstances as described in the GSP regulations. The GSP must describe each Management Area, including rationale for approach and demonstrate it can be managed without causing undesirable results inside the Management Area or outside of the Management Area.

1.22. "Coordination Agreement" means a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination of the GSPs of multiple GSAs within a basin pursuant to SGMA.

ARTICLE 2. THE AGENCY

2.1. Upon the effective date of this Agreement, the Agency is hereby created. Pursuant to the provisions of the Act, the Agency shall be a public agency separate from its Members.

2.2. The Agency Jurisdiction boundaries shall be as shown on the map on Exhibit B, which is attached to this Agreement and incorporated herein by this reference. The Basin boundary will reflect the most recent Bulletin 118 boundaries as they become available. The Board of Directors may, upon a majority vote and without amendment to this Agreement, modify the boundaries of the GSA so as to continue serving as a GSA for the Vina Subbasin, as the same may be modified from time to time by DWR.

ARTICLE 3. PURPOSE OF THE AGENCY

3.1. The purpose of this Agreement is to create a joint powers agency (Agency) that will elect to be a GSA for the Basin. The purpose of the Agency is to (a) provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement); (b) cooperatively carry out the purposes of SGMA; (c) become a GSA for purposes of management of the Basin in accordance with

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SGMA; (d) develop, adopt, and implement a legally sufficient GSP for the Basin in order to implement SGMA requirements and achieve the sustainability goals outlined in SGMA; (e) to enter into a Coordination Agreement (as applicable) with other GSAs in the Vina subbasin to mutually achieve groundwater sustainability; and (f) to comply with any further legislative mandates that alter or amend SGMA within the Agency Jurisdiction. Additional organizing principles include (a) public involvement and stakeholder outreach and engagement in developing and implementing the Vina Subbasin Groundwater Sustainability Plan; and (b) mutual respect for the autonomy of individual Members and preservation of each Member's separate legal authorities, powers, duties and rights as separate public agencies, except as set forth in this Agreement.

ARTICLE 4. TERM

4.1. This Agreement shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 17.

4.2. By execution hereof, each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of a common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to California Water Code § 10720.3(c).

ARTICLE 5. POWERS OF THE AGENCY

5.1 Powers. To the extent authorized by the Members through the Board of Directors, and subject to the limitations of this Agreement, the Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

- 5.1.1 To designate itself the GSA for the Agency Jurisdiction pursuant to SGMA.
- 5.1.2 To develop, adopt and implement a GSP for the Agency Jurisdiction pursuant to SGMA.
- 5.1.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and adoption and implementation of a GSP for the Agency Jurisdiction.
- 5.1.4 To adopt ordinances within the Agency Jurisdiction consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meet the requirements of the SGMA.
- 5.1.6 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.
- 5.1.7 To perform periodic reviews of the GSP including submittal of annual

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reports.

- 5.1.8 To require the registration and monitoring of wells within the Agency Jurisdiction.
- 5.1.9 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.
- 5.1.10 To exercise the powers permitted under Government Code section 6504 or any successor statute.
- 5.1.11 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.
- 5.1.12 To regulate and monitor groundwater extractions within the Agency Jurisdiction as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its systems to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.
- 5.1.13 To establish and administer projects and programs for the benefit of the Basin.
- 5.1.14 To cooperate, act in conjunction and contract with the United States, the State of California, federally recognized Tribes or any agency thereof, counties, municipalities, special districts, groundwater sustainability agencies, public and private corporations of any kind (including without limitation, Public Utilities Commission (PUC) regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of powers of the Agency.
- 5.1.15 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.
- 5.1.16 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in development or implementing any of its projects or programs for the purposes of the Agency.
- 5.1.17 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.
- 5.1.18 To sue and be sued in the Agency's own name.
- 5.1.19 To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including but not limited to the operation of the Agency and

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adoption and implementation of a GSP for the Agency Jurisdiction to the Members' legislative, administrative, and judicial bodies, as well as the public generally.

5.1.20 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

5.1.21 To enter into a Coordination Agreement with other GSAs in the Vina Basin who elect to develop and implement their own GSP.

5.2 Preservation of Powers. Each Member reserves the right, in its sole and absolute discretion and the Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to:

5.2.1 Alter any water right, contract right, or any similar right held by its Members or any Member's landowners or customers, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

5.2.2 Limit or interfere with the respective Members' rights and authorities over their own internal matters, including, but not limited to, an agency's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters.

5.2.3 Modify or limit a Member's police powers, land use authorities, well permitting or any other authority.

5.2.4 Prevent an eligible local agency from becoming a GSA, and exercise the powers conferred to a GSA, within the Member's boundaries, except in the case of Butte County who shall have the right to become a GSA for those areas not overlapping other Members' boundaries;

5.3 Coordination within the Basin. Each Member acknowledges that SGMA requires that multiple GSAs within a Basin subject to SGMA must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire Basin must be managed under one or more GSP(s) to be deemed in compliance with SGMA.

5.4 Coordination between Basins. In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall strive to coordinate between and among the other adjoining subbasins for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

ARTICLE 6. MEMBERSHIP

6.1. Initial Members. The initial Members of the Agency shall be the County of Butte, City of Chico, and Durham Irrigation District.

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6.2. New Members. Additional Parties may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SGMA (Water Code §10723), (b) possesses powers common to all other Members, (c) pays its share of all previously incurred costs, if any, (d) pays all applicable fees and charges, if any, and (e) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency.

6.3 Role of Members. Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member is required for the success of the Agency in complying with and implementing SGMA. This support will involve the following types of actions:

6.3.1. The members will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

6.3.2. Each Member may contribute to the Agency.

6.3.3. Contributions of public funds and of personnel, services, equipment, or property may be made to the Agency by any Member for any of the purposes of this Agreement, provided that no repayment will be made for such contributions.

ARTICLE 7. AGENCY DIRECTORS AND OFFICERS

7.1. Formation of the Board of Directors. The Agency shall be governed and administered by a Board of Directors ("Board of Directors" or "Board") which is hereby established and which shall be initially composed of one (1) voting seat per Member. Without amending this Agreement, the composition of the Board may be altered from time to time to reflect the addition of stakeholder directors, the withdrawal of any Member and/or the admission of any New Member. The governing board shall be known as the "Board of Directors of the Vina Groundwater Sustainability Agency." All voting power shall reside in the Board. The Board shall consist of the following representatives, who shall be appointed in the manner set forth in Section 7:

7.1.1. One (1) representative appointed by the governing board of each Member, who shall be a member of the governing body of the Member (each, a "Member Director").

7.1.2. Two (2) Stakeholder Directors appointed by the Butte County Board of Supervisors. One Stakeholder Director shall be representative of agricultural groundwater user stakeholders and interests within the Agency Jurisdiction and one Stakeholder Director shall be representative of domestic well user stakeholders and interests within the Agency Jurisdiction. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Butte County Board of Supervisors: (1) reside in the Agency Jurisdiction; (2) own/lease real property in active commercial agricultural production overlying the Agency Jurisdiction or be an employee of a commercial agricultural production operation overlying the Agency Jurisdiction involved with water use decisions; (3) the commercial agricultural production operation extracts groundwater from the Agency Jurisdiction for the irrigation/frost protection of at least fifty (50) acres of agricultural crops in commercial operation; and (4) the business entity that the

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Agricultural Stakeholder represents has commercial agricultural interests solely within the Sacramento Valley region. The Agricultural Stakeholder, or the entity he/she represents, may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Non-Agricultural Domestic Well User Stakeholder Director. The Domestic Well User Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Butte County Board of Supervisors: (1) reside in the Agency Jurisdiction and owns or leases residential real property in the Agency Jurisdiction; and (2) extracts groundwater from the Agency Jurisdiction for domestic water use only. The Domestic Well User Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

7.2. Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member agency and be appointed by that governing board by notification, which shall be transmitted to the Chair of the Agency following adoption by the Member.

7.3.2. Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) Agricultural Stakeholder Director. Butte County shall conduct an open application process and identify the qualified candidates. The Agricultural Groundwater Users of Butte County (Association) shall provide a list of four (4) nominees selected from the list of qualified candidates.

(b) Domestic Well User Stakeholder Director. Butte County shall conduct an open application process and identify the qualified candidates.

(c) Ad-hoc Nomination Committee. Member Agencies, excluding Butte County, shall form an ad-hoc nomination committee that shall provide recommendations on Stakeholder Directors' selection to the Butte County Board of Supervisors through an open, transparent public process.

(d) The Butte County Board of Supervisors shall consider the four (4) agricultural nominees, the domestic candidates and recommendations of the Ad-hoc Nomination Committee at a regular meeting and shall appoint the Stakeholder Directors and Alternates.

7.4. Alternate Directors. Each Member's governing body shall also appoint one Alternate Director to the Board of Directors. An Alternate Stakeholder Director shall be appointed by the Butte County Board of Supervisors for each Stakeholder Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 7.3. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the

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Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board. Alternate Board Members have no vote at Board of Director meetings if the Board Member is present. If the Board Member is not present, the Alternate Board Member shall be entitled to participate in all respects as a regular Board Member.

7.5. Terms of Office. The term of office for each member of the Agency's Board of Directors is four (4) years and these individuals may be reappointed. Each Member Director and Alternate Member Director shall serve at the pleasure of the appointing Member's Governing Body and may be removed from the Board of Directors by the appointing Members' Governing Body at any time. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed to fill the unexpired term of the previous Board Member pursuant to this Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.6. Removal of Board Members. A Director that no longer meets the qualifications set forth in section 7.1.1 is automatically removed from the Agency Board of Directors. Upon removal of a Director, the Alternate Director shall serve as a Director until a new Director is appointed. Members must submit any changes in Member Director or Alternate Member Director positions to the Chair in writing with submissions signed by the Member. A Stakeholder Director may only be removed by the Butte County Board of Supervisors for failure to attend three (3) consecutive meetings or as a result of no longer meeting the qualifications set forth in Article 7 of this Agreement.

7.7. Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 7.5. For Member Directors, a vacancy shall also occur when he or she is removed by his or her appointing Member's governing body. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 7.6. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 7.3 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 7.4. Members shall submit any changes in Director or Alternate Director positions to the Chair by written notice signed by an authorized representative of the Member.

ARTICLE 8. AGENCY MEETINGS

8.1. Initial Meeting. The initial meeting of the Agency's Board of Directors shall be called by the County of Butte and held in the Chico City Council Chambers, 421 Main Street Chico CA 95928, within 60 days of the effective date of this Agreement.

8.2. Time and Place. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law for the time and place for holding regular meetings, at least annually, and at such other times as determined by the Board of Directors.

8.3. Conduct. All meetings of the Board shall be noticed, held, and conducted in

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accordance with the Ralph. M. Brown Act to the extent applicable. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws.

ARTICLE 9. BOARD OF DIRECTORS VOTING

9.1. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for purposes of transacting business.

9.2. Director Votes. Each member of the Board of Directors of the Agency shall have one (1) vote. With the exception of the items in section 9.3 below, an affirmative vote by a majority of the Board of Directors is required to approve any item. Prior to taking a vote on any item of business, the Board of Directors shall strive for consensus of all members on items.

9.3. Supermajority Voting Requirement. A supermajority requires an affirmative vote of four or more Directors. Items that require a supermajority vote to pass consist of the following, which may be amended from time to time by the Board by a supermajority, or as may otherwise be required by this Agreement or by law:

- Bylaws adoption, modification or alteration
- GSP adoption, modification or alteration
- Adoption of assessments, charges and fees
- Adoption of regulations and ordinances
- Adoption or modification of annual budgets, including capital projects
- Property acquisition (excepting right of ways)
- Appointment of Treasurer, subject to the provisions in Article 12, Administrator, Plan Manager or General Counsel
- Modifications to the composition and number or removal of members of committees
- Acceptance of Management Area chapters submitted by Member(s).
- Establishment of new or modification to existing Management Areas
- Development of the Management Area chapter(s) and associated cost allocations to Members within such Management Area(s) in the event of a failure by a Member(s) to develop Management Area chapter(s) for their respective portion of the subbasin.

ARTICLE 10. OFFICERS

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

10.1.1. The Chair shall preside at all Board Meetings.

10.1.2. The Vice-Chair shall act in place of the Chair at meetings should the Chair be absent.

10.1.3. All Officers shall be chosen at the first Board of Directors meeting of the calendar year. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Agency.

ARTICLE 11. COMMITTEE FORMATION

11.1 Management Committee. There shall be established by the Board of Directors a committee comprised of at least one (1) staff representative from each Member. The Management Committee shall meet as directed by the Board of Directors, and shall recommend agenda items, proposed action for the Board of Directors, administer the Stakeholder Advisory Committee, establish and administer technical working groups, and bring staff reports to the Board of Directors.

11.2 Internal Committee Formation. There shall be established such internal committees as the Board of Directors shall determine from time to time. Each such internal committee shall be comprised of a minority number of the seated Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Agency.

11.3. Stakeholder Advisory Committee Formation. The Board of Directors shall establish an advisory committee comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Agency Jurisdiction. The Board of Directors shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the GSP. The Board of Directors will ensure that at least one (1) member from the Management Committee administers the advisory committee(s). The advisory committee(s) shall meet as directed by the Board of Directors and as specified in Appendix A, and shall make recommendations to the Board of Directors as requested.

11.4. Technical Working Groups. There may be established by the Management Committee technical working groups from time to time, the purpose of which shall be to provide advice to the Management Committee on issues of a technical nature related to the activities of the Agency. The Board of Directors will ensure that at least one (1) member from the Management Committee administers technical working groups.

ARTICLE 12. OPERATIONS AND MANAGEMENT

12.1 Administrator and Plan Manager

12.1.1 Administrator: The Board may appoint an Administrator, from time-to-time and when it seems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board in their bylaws or actions.

12.1.2 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board.

12.2 Treasurer and Controller. The County of Butte shall act as treasurer and controller for the Agency. The controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code section 6505. The treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency or any authorized representative pursuant to any delegation of Agency adopted by the

Attachment 1

Agency. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code.

12.2. Legal Counsel and Other Consultants. The Board of Directors may appoint legal counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency shall not be employees or contractors of one or more of the Members. Appointment of a General Legal Counsel shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

12.3 Employees and Management. The Agency will not have any employees. In lieu of hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as set forth in an agreement for such Member's services, which shall be approved by a super-majority vote of the Directors. The Agency shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

12.4 Principal Office. At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Agency Jurisdiction. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Agency Jurisdiction.

12.5 Bylaws. The Board shall adopt Bylaws governing the conduct of the meetings and the day-to-day operations of the Agency within six months of the Effective Date of this Agreement.

12.6 Official Seal and Letterhead. The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

12.7 Conflict of Interest Code. The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 within six months of the Effective Date. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

ARTICLE 13. MANAGEMENT AREAS

13.1 Formation of Management Areas. There will be three Management Areas within the Agency's Jurisdiction. One Management Area overlies the Butte County area north of the City of Chico and Big Chico Creek, within the jurisdictional boundary of the Agency, referred to as the Vina North Management Area. The second Management Area encompasses the area that overlies the municipal area within and adjacent to the City of Chico as is, referred to as the Vina

Attachment 1

Chico Management Area. The third Management Area overlies the Durham Irrigation District and the Butte County areas south of the City of Chico and is referred to as the Vina South Management Area. The final boundaries and titles of the Management Areas shall be determined by the Agency Board in consultation with the Vina Stakeholder Advisory Committee.

13.2 Management Areas Chapters. Management Areas refer to an area within a basin for which a GSP may identify minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions. The Management Areas will be distinct "chapters" in the GSP that will include specific minimum thresholds, measurable objectives, monitoring and projects. All chapters must be consistent with the subbasin-wide sustainability goals.

13.3 Management Area Lead Responsibilities and Coordination. Subject to the reservation of authority in Article 13.5, each of the Members will have the responsibility to cooperatively develop their relevant Management Area chapter for inclusion into the GSP. The development of all Management Area chapters will be coordinated through the Management Committee to ensure consistency and efficiency. Butte County will be responsible for preparing the Vina North Management Area chapter within the Agency Jurisdiction. The City of Chico will be responsible for preparing the Vina Chico Management Area chapter for the municipal area within and adjacent to Chico. Butte County and Durham Irrigation District will be responsible for preparing the Vina South Management Area chapter.

13.4 Role of Agency. Subject to the reservation of authority set forth in Article 13.5, the Agency will serve a coordination and administrative role in the development of the Management Area chapters prepared by the applicable Member agencies. The Agency will be responsible for reviewing and accepting Management Area chapters which they determine to be compliant with SGMA and applicable regulations for inclusion into the GSP. Upon inclusion of Management Area chapters into the GSP, the Agency will be responsible for implementation and enforcement pursuant to Article 5.

13.5 Reservation of Authority. In the event of a failure by a Member to develop and submit a Management Area chapter within the deadline set by the Agency, the Agency reserves and retains all requisite authority to (1) develop and approve the Management Area chapter, and (2) allocate the cost of development of the Management Area chapter to Members within such Management Area.

13.6 Additional Management Areas. Additional Management Areas may be defined and established by the Board of Directors as set forth in 9.3.

ARTICLE 14. SPECIFIC PROJECTS

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

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects that involve less than all Members.

14.3. Project Agreement. Prior to undertaking any project that does not involve all Member Agencies, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement. Members that do not enter into Project Agreements will not receive or be entitled to any of the benefits accruing from the project.

14.4. Board of Directors Approval. The Board of Directors shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

ARTICLE 15. FINANCIAL PROVISIONS

15.1. Agency Funding and Contributions. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded through a GSP grant awarded by the DWR and through in-kind contributions of Members. In subsequent years and as needed, the Agency may be funded through additional voluntary contributions by Members and as otherwise provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code).

15.2. Budgets. Within ninety (90) days after the first meeting of the Board of the Agency, and thereafter prior to the commencement of each fiscal year, the Board of Directors shall adopt a budget for the Agency for the ensuing fiscal year.

15.3. Long-Term Funding. Upon formation of the Agency, the Board of Directors shall work on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative expenses of the Agency.

ARTICLE 16. LIABILITY AND INDEMNIFICATION

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code section 895.2, as amended or supplemented. Therefore, unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code section 6507 the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent

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permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency officers or agents, or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

Members participating in special project agreements if conducted by the Agency, shall hold each of the other parties to this Agreement who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement.

ARTICLE 17. WITHDRAWAL AND TERMINATION

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members. The notice of withdrawal shall state whether the withdrawing Member will elect to serve as a GSA for all or any portion of the lands within its boundaries or if the Agency shall continue to serve as the GSA for the withdrawing Member's boundaries. In the event the withdrawing Member's notice of withdrawal would create an overlap of GSA boundaries with the boundaries of any other Member, not including Butte County, the affected Members will meet and confer in good faith to attempt to resolve the overlap. In the event Butte County withdraws, it will not create a GSA overlap with the boundaries of any of the other Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Involuntary Termination. The Members acknowledge that SGMA requires that multiple GSAs within a given subbasin must coordinate and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP and that the entire Basin must be implementing one or more GSPs for the Basin to be deemed in compliance with SGMA. As a result, upon a supermajority determination of the Board of Directors that the actions of a Member (1) fail to comply with the terms of this Agreement; or (2) conflict with or undermines the functioning of the Agency or the preparation and implementation of the requirements of the GSP, the Board of Directors may terminate that Member's membership in this Agency, provided that prior to any vote to remove a Member involuntarily all of the Members shall meet and confer regarding all matters related to the proposed removal.

17.4. Effect of Withdrawal or Termination. This Agreement may be terminated and the Agency dissolved by a unanimous vote of the Member Directors. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to Section 5. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement

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or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

17.5. Right of Member to Become GSA in Event of Withdrawal or Termination. Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to section 17.2, regardless of its occurrence after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. A Member may, in its sole discretion, withdraw from the JPA, effective sixty (60) days after written notice to the Agency. In such an event, the Agency and its remaining Members will not object to or interfere with the lands in the withdrawing Member's boundaries; will facilitate such a transition to the extent necessary; and will withdraw from management that portion of the subbasin and so notify DWR. Upon withdrawal or termination, any Member shall be entitled to use data or other information developed by the Agency during its time as a Member. Further should a member withdraw from the Agency after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

17.6. Disposition of Agency Assets upon Termination.

17.6.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.6.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board of Directors.

ARTICLE 18. MISCELLANEOUS

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail or facsimile transmission to the addresses below:

County of Butte: Department of Water and Resource Conservation, 308 Nelson Ave, Oroville, CA 95965

City of Chico: 411 Main Street, Chico, CA 95928

Attachment 1

Durham Irrigation District: 9418-C Midway, Durham 95938

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

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

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

18.6. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward four (4) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

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

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

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

18.10. Other JPAs. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

18.11. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action related to the terms of this Agreement shall be brought and tried in Butte County Superior Court.

Attachment 1

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the date of execution of this Agreement.

County of Butte

By:  Date: 3/12/19
Chair
Board of Supervisors

City of Chico

By:  Date: 04/09/2019
Mayor
City Council

Durham Irrigation District

By:  Date: 3/12/19
President
Board of Directors

Exhibit A: List of Member Agencies

Exhibit B: Vina Subbasin Map

Appendix A: Stakeholder Advisory Committee to the Agency Board

Attachment 1

EXHIBIT A

LIST OF MEMBERS

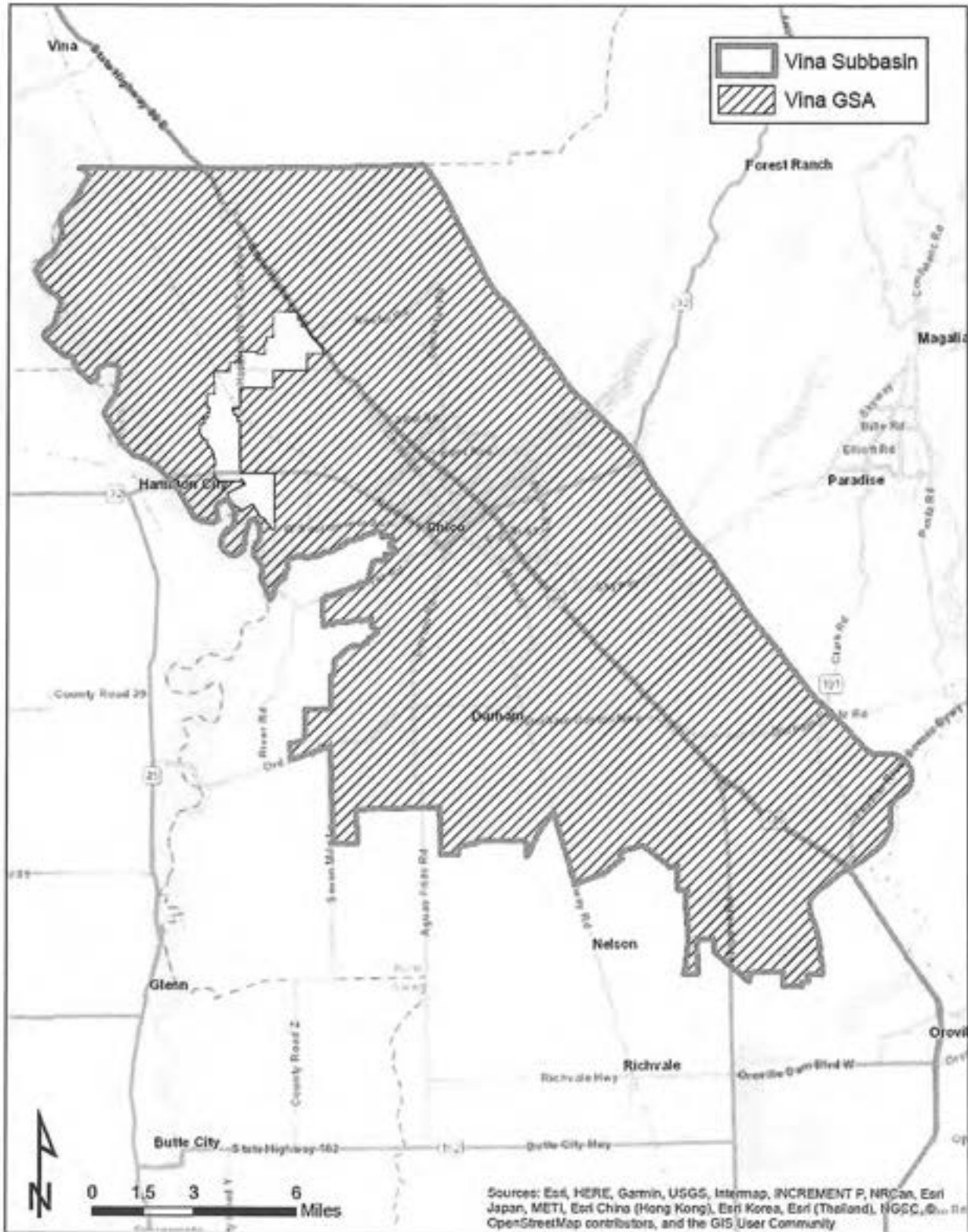
County of Butte
Department of Water and Resource Conservation
308 Nelson Ave
Oroville, CA 95973

City of Chico
411 Main Street
Chico, CA 95928

Durham Irrigation District
9418-C Midway
Durham, CA 95938

EXHIBIT B

VINA SUBBASIN AND THE
BOUNDARY OF THE VINA GROUNDWATER SUSTAINABILITY AGENCY



APPENDIX A

Stakeholder Advisory Committee to the Agency Board

The purpose of the Advisory Committee (AC) is to provide input and recommendations to the Agency Board of Directors concerning GSP development and implementation and on matters of policy affecting the GSA. The intent of the AC is to provide community perspective and a forum for public/stakeholder participation in the GSA.

The AC will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

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

The AC will not be involved in the Agency's day to day operations, such as contracting, budgeting, etc.

Membership

Composition of the AC is intended to represent the beneficial uses and users of groundwater identified in SGMA, as applicable in the Agency Jurisdiction. AC members may not serve concurrently on the Agency Board. Members must live or work within the Agency Jurisdiction or represent an organization with a presence in the Agency Jurisdiction.

The Agency Board will appoint representatives to the AC, for a total not to exceed 10 members. The following represents a draft, proposed list of possible AC representation:

- Cal Water-Chico (1)
- Agricultural groundwater users (3):
- At-large domestic well users (2):
- At-large environmental representative (1)
- At-large business representative (1)

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

Member Appointment

The Agency Board will appoint At-large members to fill AC seats. Interested individuals from the community or organizations may apply to the Agency Board, designating in the application the seat that the applicant would intend to fill.

The Agency Board encourages candidates with experience and familiarity with groundwater and its management. The Agency Board will also give preference to applicants who have the backing of multiple organizations or individuals and/or have experience working with diverse community-based groups.

Application Timeline

The Agency Board will establish a timeline and process for appointment of the initial AC following Agency formation. In subsequent years, applicants will submit an application for vacant seats. The GSA will post applications on its website.

Advisory Committee Member Terms

AC member seats are four-year terms. AC members are not term-limited. However, each term AC members must resubmit an application to the Agency Board.

The Agency Board can only remove an AC member if the member fails to attend three consecutive meetings or if the AC member no longer meets the criteria for AC membership. The Agency Board will appoint alternates, if the Agency Board deems alternates necessary.

Decision Making and Governing Board Consideration

To inform Agency Board decision-making, the AC will provide written recommendations that will be included in Management Committee reports. The recommendations will identify areas of agreement and disagreement. The AC will strive for consensus when possible, but reaching consensus is not necessary. When unable to reach consensus on recommendations, the AC will outline the areas in which it does not agree, providing some explanation to better inform Agency Board decision-making.

Pursuant to Agency Board direction, the Management Committee will develop the annual work plan and schedule for AC meetings. The AC will adopt a charter describing their purpose, operating principles and ground rules that will be confirmed by the Agency Board.

The Agency Board will consider AC recommendations when making decisions. If the Agency Board does not agree with the recommendations of the AC, the Agency Board shall state the reasons for its decision.

Public Process

All AC meetings are subject to the Brown Act and will be noticed and open to the public.

Attachment 2 - Partner Support Letters



Water and Resource Conservation

Kamela Loeser, Director

308 Nelson Avenue
Oroville, California 95965

T: 530.552.3595
F: 530.538.3807

buttecounty.net/waterresourceconservation
bcwater@buttecounty.net

March 29, 2023

Evan Tuchinsky, Chair Vina GSA Board
Vina Groundwater Sustainability Agency
308 Nelson Avenue
Oroville, California 95965

Re: Multi-Benefit Land Repurposing Grant Application

Dear Chair Tuchinsky:

On behalf of the Butte County Department of Water and Resource Conservation (BCDWRC), we are submitting this letter to express the Department's support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by extreme drought and the Sustainable Groundwater Management Act (SGMA).

The BCDWRC is a department within the Butte County government, headed by a Director and Assistant Director. BCDWRC staff report to the Butte County Board of Supervisors and to the Subbasin GSA Boards in their role as Administrator and Plan Manager for activities of GSAs in the Vina, Butte, and Wyandotte Creek Subbasins. County/GSA staff work to develop and implement county policy and activities regarding surface water, groundwater, and watershed management. County/GSA staff also work with a variety of committees, organizations, and stakeholders across Butte County and in the Northern Sacramento Valley regarding water and natural resource issues. Primary responsibilities of the Department currently include SGMA implementation; management of GSAs in the County; management of the County's State Water Project Table A allocation; public education and outreach; and maintaining local/regional watershed health.

BCDWRC staff is available and willing to provide the following services/deliverables accounting for \$75,000 of the project budget to support the Vina GSA's efforts, as anticipated by the grant application:

- Collaboration on the design of a Multibenefit Land Repurposing Plan.
- Facilitating engagement of farmers and other stakeholders in the process of designing the program, including providing technical assistance on program participation.
- Conduct outreach on the program's opportunities and benefits once the program is developed.

BCDWRC looks forward to partnering and collaborating with the Vina GSA, Rock Creek Reclamation District GSA, Agricultural Groundwater Users of Butte County, Butte County Farm Bureau, Butte County Resource Conservation District, Family Water Alliance, Sacramento River Forum, and other stakeholders to further the available resources for the communities within Butte County. We feel that each partner's strengths and contributions will combine to form a program that is able to serve landowners and communities while providing community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits, and recognize that working together will help maximize grant dollar efficiencies.

Attachment 2 - Partner Support Letters

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Kamie Loeser". The signature is written in a cursive, flowing style.

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation

Attachment 2 - Partner Support Letters



March 29, 2023

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, California 95965

Re: Vina GSA Multi-Benefit Land Repurposing Grant Application

Dear Ms. Loeser:

In my capacity as district manager for of the Resource Conservation District of Butte County (BCRCD), I am writing to express my support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by extreme drought and the Sustainable Groundwater Management Act (SGMA).

The BCRCD's mission is to protect, enhance, and support Butte County natural resources and agriculture by working with willing landowners and citizens through education, land management, and on-the-ground projects. BCRCD works with many partners in identifying solutions to local resource problems, including the USDA Natural Resources Conservation Service, UC Davis, Sierra Nevada Conservancy, Point Blue Conservation Science, Friends of Butte Creek, CSU, Chico Ecological Reserves, Bureau of Land Management, Chico Traditional Ecological Stewardship Program, and many others.

BCRCD staff is available and willing to provide the following services/deliverables accounting for \$100,000 of the project budget to support the Vina GSA's efforts, as anticipated by the grant application:

- Providing input on the design of the program.
- Planning and holding Plan workshop events.
- Designing Program workshops based on program benefits.
- Coordinating small group and individual meetings.
- Produce and distribute media articles and other related content to our monthly newsletters and weekly e-news recipients, and through social media accounts.

BCRCD looks forward to partnering and collaborating with the Vina GSA, Rock Creek Reclamation District GSA, Agricultural Groundwater Users of Butte County, Butte County Farm Bureau, Family Water Alliance, Sacramento River Forum, and other stakeholders to further the available resources for the communities within Butte County. We feel that each partner's strengths and contributions will combine to form a program that is able to serve landowners

Attachment 2 - Partner Support Letters



and communities while providing community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits, and recognize that working together will help maximize grant dollar efficiencies.

Thank you for your time and consideration.

Sincerely,

Thad Walker

Thad Walker, District Manager
Resource Conservation District of Butte County

Attachment 2 - Partner Support Letters



March 8, 2023

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, California 95965

Re: Multi-Benefit Land Repurposing Grant Application

Dear Ms. Loeser:

Rock Creek Reclamation District is writing to express our support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by severe drought and the Sustainable Groundwater Management Act (SGMA).

Rock Creek Reclamation District (RCRD) was formed in 1985 to provide flood control and drainage services in northern Butte County. Additionally, RCRD serves as the Groundwater Sustainability Agency (GSA) for the area within its boundaries. As one of the two GSAs covering the Vina Subbasin, RCRD GSA is working jointly with the Vina GSA to submit a single plan for the Vina Subbasin. RCRD remains committed to doing its part to work toward better groundwater management to ensure sustainability and water supply resiliency consistent with SGMA.

Since its inception, RCRD has worked extensively with Butte County, the Vina GSA, and other stakeholders in Butte County as our community has worked to comply with the requirements of SGMA. This history creates a solid basis for RCRD to participate in developing a local multibenefit land repurposing program if this grant application is successful.

As a grant partner, RCRD will work with Vina GSA on three elements of developing and implementing a local multibenefit land repurposing program. First, RCRD will provide input on the design of the program. As an important representative of its members, RCRD is well situated to contribute perspective and technical expertise of value to developing a multibenefit land repurposing program that works for farmers. Second, RCRD will facilitate engagement of farmers and other stakeholders in the process of designing the program. Third, once the program is developed, RCRD will conduct outreach on the program's opportunities and benefits. This will include workshops, small group meetings, individual conversations, as well as technical assistance on program participation.

Attachment 2 - Partner Support Letters



To support RCRD's participation, the Vina GSA grant includes a budget of \$75,000 divided equally among the three elements described above. These funds are important to ensuring that RCRD has sufficient resources to partner with Vina GSA in engaging the local community in designing and implementing the program.

Thank you for including Rock Creek Reclamation District GSA as a partner in Vina GSA's application for the Multibenefit Land Repurposing Program Grant. Farmers in the Vina Subbasin are facing significant challenges. A focused multibenefit land repurposing program would ease the burden of SGMA on local farmers while ensuring that the land remains productive and provides multiple benefits for our community.

Sincerely

Hal Crain

Chairman of the Board of Trustees

Rock Creek Reclamation District

Attachment 2 - Partner Support Letters



March 7, 2023

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, California 95965

Re: Multi-Benefit Land Repurposing Grant Application

Dear Ms. Loeser:

Butte County Farm Bureau (BCFB) is a non-profit grass roots organization whose purpose is to protect and promote agricultural interests throughout Butte County and the state of California and to find solutions to the challenges of the farm, the farm home, and the rural community. BCFB is part of California's largest farm organization, the California Farm Bureau Federation, which is comprised of 53 county farm bureaus representing 28,000 members in 56 counties.

BCFB strives to protect and improve the ability of farmers and ranchers engaged in production agriculture to provide a reliable supply of food and fiber through responsible stewardship of California's resources.

We submit this letter to express our commitment and support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by extreme drought and the Sustainable Groundwater Management Act (SGMA). BCFB is committed to doing its part to work toward better groundwater management to ensure sustainability and water supply resiliency consistent with SGMA.

BCFB is available and willing to provide the following services/deliverables accounting for more than \$100,000 of the project budget to support the Vina GSA's efforts, as anticipated by the grant application:

- Produce and distribute media articles and other related content to our 1,100 bi-monthly newsletter and 1,800 monthly e-news recipients, nearly 3,000 Facebook followers, and nearly 2,000 Instagram followers about upcoming events.
- Identify, collaborate, and plan regularly schedule public meetings within Butte County.
- Identify, collaborate, and meet with small groups and individual landowners.
- Assist in media production, as necessary.
- Assist in managing remote conference and workshop sessions.

Attachment 2 - Partner Support Letters

- Utilize our staff resources as necessary to ensure the success of the multi-benefit land repurposing program.

Achieving groundwater sustainability will be challenging for growers within the Vina Subbasin. The local farmers, ranchers and the County are committed to meeting the challenge but doing so successfully will require using every tool possible to develop “outside the box” alternatives to avoid economic dislocation. Unfortunately, SGMA is still relatively new, and enactment and implementation has been more of a “learn as you go” process, therefore many of the tools needed to successfully manage groundwater are still being discovered and developed. We believe that a multi-benefit land repurposing program is one of these such tools.

The Vina GSA proposal builds on planning work already done as part of the development of the Vina Subbasin’s Groundwater Sustainability Plan (GSP). In fact, one of the projects identified in the Vina GSA GSP’s Projects and Management Actions (PMA) is the Extend Orchard Replacement project, which would utilize various funding sources to incentivize local growers to increase the duration of their current fallowing practice between orchard removal and replanting. The extra time would allow the soil to fallow and decrease the overall demand on groundwater and other water sources. The goal of this program as envisioned in the GSP is to fallow between 1,600 and 3,200 acres per year in the North and South Vina Management Areas, and the estimated groundwater offset and/or recharge from this program would be between 4,000 and 8,000 acre-feet per year.

Unlike other areas of the Central Valley, the Vina GSA and farmers in the Vina Subbasin do not anticipate fallowing large swaths of farmland to achieve groundwater sustainability. At the same time, repurposing the least viable ag land for multiple benefits is an important part of the groundwater management toolbox and there is an important role for temporary and permanent multibenefit land repurposing solutions in the Vina Subbasin.

While shovel-ready land repurposing projects are not identified in the application, the Vina GSA proposal will use a bottom-up community approach to engage farmers and ranchers throughout the Vina Subbasin to develop a multibenefit agricultural land repurposing plan, through which we will identify and priority temporary and permanent land repurposing strategies and specific projects for implementation within the Subbasin.

Once developed, we believe our plan will become a model for other Upper Sacramento Valley Subbasins with high concentrations of tree and other permanent crops as they also strive to comply with SGMA while protecting their valued agricultural resources.


BCFB is excited to collaborate with Butte County, Vina GSA, Rock Creek Reclamation District GSA, Agricultural Groundwater Users of Butte County, Family Water Alliance, and other stakeholders to further the available resources for the communities within Butte County. We feel that each partner’s strengths and contributions will combine to form a program that is able to serve landowners and communities while providing community health, economic wellbeing,

Attachment 2 - Partner Support Letters

water supply, habitat, renewable energy, and climate benefits, and recognize that working together will help maximize grant dollar efficiencies.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Walt Stile". The signature is written in a cursive, somewhat stylized font.

Walt Stile
President
Butte County Farm Bureau

Attachment 2 - Partner Support Letters



March 8, 2023

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, California 95965

Re: Vina GSA, Agenda Item 6.2: Consideration of a Resolution Authorizing an Application for the CA Department of Conservation Multi-Benefit Land Repurposing Grant Program

Dear Ms. Loeser:

The Agricultural Groundwater Users of Butte County is writing to express support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by severe drought and the Sustainable Groundwater Management Act (SGMA).

AGUBC is a 501(c)(6) organization representing more than 56,000 acres of farmland in the Vina Subbasin not currently represented by other eligible local agencies as part of the SGMA process. Since forming in 2017, AGUBC has worked extensively with Butte County, the Vina GSA, and other stakeholders in Butte County to comply with the requirements of SGMA. AGUBC's members are large and small, and we represent landowners with agricultural and domestic groundwater wells within the Subbasin. This history creates a solid basis for the AGUBC to be one of the Vina GSA's partners in developing a local multibenefit land repurposing program if this grant application is successful.

As a grant partner, AGUBC will work with Vina GSA on three elements of developing and implementing a local multibenefit land repurposing program. First, AGUBC will provide input on the design of the program. As an important representative of its members, AGUBC is well situated to contribute perspective and technical expertise of value to developing a multibenefit land repurposing program that works for farmers. Second, AGUBC will facilitate engagement of farmers and other stakeholders in the process of designing the program. Third, once the program is developed, AGUBC will conduct outreach on the program's opportunities and benefits. This will include workshops, small group meetings, individual conversations, as well as technical assistance on program participation.

Attachment 2 - Partner Support Letters

Letter to Vina GSA

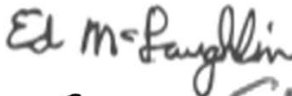
March 8, 2023

Page 2

To support AGUBC's participation, the Vina GSA grant includes a budget of \$100,000 divided equally among the three elements described above. These funds are important to ensuring that AGUBC has sufficient resources to partner with Vina GSA in engaging the local community in designing and implementing the program.

Thank you for including AGUBC as a partner in Vina GSA's application for the Multibenefit Land Repurposing Program Grant. Farmers in the Vina Subbasin are facing significant challenges. A focused multibenefit land repurposing program would ease the burden of SGMA on local farmers while ensuring that the land remains productive and provides multiple benefits for our community.

Sincerely,



Rich McGowan, Ed McLaughlin, Darren Rice, Steve Koehnen, Todd Turley
AGUBC Board of Directors

Attachment 2 - Partner Support Letters



March 29, 2023

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, California 95965

Re: Vina GSA Multi-Benefit Land Repurposing Grant Application

Dear Ms. Loeser:

In my capacity as Executive Director for the Sacramento River Forum (Forum), I am writing to express our support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by extreme drought and the Sustainable Groundwater Management Act (SGMA).

The Forum is a non-profit organization that evolved from 1986 State of California legislation (SB 1086). The Forum works has a twenty-year experience successfully working with communities, agricultural interests, landowners, organizations, and governmental resource agencies along the Sacramento River from Keswick to Verona to facilitate resource management and restoration efforts.

Forum staff is available and willing to provide the following services/deliverables accounting for \$25,000 of the project budget to support the Vina GSA's efforts, as anticipated by the grant application:

- Providing input on the design of the program.
- Participating in Plan workshop events.
- Participating in Program workshops based on program benefits.
- Participating in small group and individual meetings.
- Produce and distribute media articles and other related content to our monthly newsletters and weekly e-news recipients, and through social media accounts.

The Forum looks forward to partnering and collaborating with Butte County, Vina GSA, Rock Creek Reclamation District GSA, Butte County Resource Conservation District, Agricultural Groundwater Users of Butte County, Butte County Farm Bureau, Family Water Alliance, and other stakeholders to further the available resources for the communities within Butte County. We feel that each partner's strengths and contributions will combine to form a program that is able to serve landowners and communities while providing community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits, and recognize that working together will help maximize grant dollar efficiencies.

Thank you for your time and consideration.

Sincerely,



Jane Dolan, Sacramento River Forum



Family Water Alliance, Inc.

March 29, 2023

Kamie Loeser, Director
Butte County Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, California 95965

Re: Vina GSA Multi-Benefit Land Repurposing Grant Application

Dear Ms. Loeser:

On behalf of the Family Water Alliance (FWA) Board of Directors, we are writing to express support for the Vina Groundwater Sustainability Agency's (Vina GSA) Multi-Benefit Land Repurposing grant application to develop a land repurposing program which will benefit communities and agricultural land impacted by extreme drought and the Sustainable Groundwater Management Act (SGMA).

Over 30 years ago a small group of family farmers got together to find a solution to the curtailment of farm water due to the Endangered Species Act. That group became Family Water Alliance, Inc.. Family Water Alliance, Inc. and, with the help of elected officials, agencies and Intake Screens, Inc., developed what many said could not be done, fish screens that worked and protected property owners. FWA has administered numerous state and federal grants over the last 20 years to permit and install those screens. Family Water Alliance has a proven track record of completing large and small projects in a cost-effective manner. Over the last 20 years Family Water Alliance has completed 43 fish screen projects and administered over \$20,000,000 in state and federal grant funds.

FWA staff is available and willing to provide the following services/deliverables accounting for \$50,000 of the project budget to support the Vina GSA's efforts, as anticipated by the grant application:

- Providing input on the design of the program.
- Participating in Plan workshop events.
- Participating in Program workshops based on program benefits.
- Participating in small group and individual meetings.
- Produce and distribute media articles and other related content to our monthly newsletters and weekly e-news recipients, and through social media accounts.

Attachment 2 - Partner Support Letters

Vina GSA Multibenefit Land Repurposing Program Letter

Page 2

FWA looks forward to partnering and collaborating with the Vina GSA, Rock Creek Reclamation District GSA, Agricultural Groundwater Users of Butte County, Butte County Resource Conservation District, Butte County Farm Bureau, Sacramento River Forum, and other stakeholders to further the available resources for the communities within Butte County. We feel that each partner's strengths and contributions will combine to form a program that is able to serve landowners and communities while providing community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits, and recognize that working together will help maximize grant dollar efficiencies.

Thank you for your time and consideration.

Sincerely,

DocuSigned by:

Nadine Bailey

21DAEBFD072E400...

Nadine Bailey, Chief Operations Officer
Family Water Alliance

Jan 02 2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE VINA GROUNDWATER SUSTAINABILITY AGENCY AND BUTTE COLLEGE RELATED TO THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into between the Vina Groundwater Sustainability Agency and Butte College, each a "Party" and collectively the "Parties". The MOU becomes effective on the date of the last signature of the Parties.

WHEREAS, on January 1, 2015, the Sustainable Groundwater Management Act ("SGMA") went into effect; and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers local agencies to adopt groundwater sustainability plans that are tailored to the resources and needs of their communities to provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

WHEREAS, Butte County, the City of Chico, Durham Irrigation District, and Butte College were eligible local agencies and elected to become GSAs in the Vina subbasin (DWR Bulletin 118 basin number 5-021-57); and

WHEREAS, the Butte College agreed to relinquish its GSA status in exchange for assurances from Butte County that the Butte College would retain specific groundwater management decisions within their jurisdiction; and

WHEREAS, on April 9, 2019 Butte County, the City of Chico and Durham Irrigation District executed a Joint Powers Agreement which created the Vina GSA; and

WHEREAS, the Vina GSA has responsibility in the Vina subbasin within its jurisdictional boundary including the area overlying Butte College to carry out the requirements of SGMA including developing and implementing the groundwater sustainability plan; and

WHEREAS, the Butte College and the Vina GSA finds that developing a cooperative and ongoing working relationship will advance the purposes of SGMA and groundwater sustainability for the Vina subbasin; and

WHEREAS, the Vina GSA seeks the cooperation of the Butte College in the development and implementation of the Vina GSP; and

NOW THEREFORE, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed as follows:

1. The Vina GSA agrees to the following terms:

Attachment 3

- a. To not impose fees, assessments, or other charges pertaining to groundwater management and extraction to Butte College without the prior written consent of Butte College.
 - b. To not limit groundwater extraction by Butte College without the written consent of Butte College.
 - c. To not alter the current boundaries of the Vina Subbasin or consolidation of the subbasin without the advance written consent of Butte College.
 - d. To not directly or indirectly regulate or interfere with the surface water rights or groundwater rights of the Butte College without the written consent of Butte College.
2. Butte College agrees to the following terms:
- a. To support the efforts of the Vina GSA or its Member Agencies to obtain grant funding for the development of the GSP for the Vina subbasin.
 - b. To provide to the Vina GSA associated data collected by the Butte College as related to the sustainability of the subbasin, which will be utilized in the development and implementation of the GSP for the Vina subbasin.
 - c. To work cooperatively with the Vina GSA in the review, development and implementation of the GSP for the Vina subbasin.
3. **TERM.** This MOU shall remain in effect unless terminated by one of the Parties in writing and as allowed by State law.
4. **AMENDING THE MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.
5. **HOLD HARMLESS.** No Party, not any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU.

VINA GROUNDWATER SUSTAINABILITY AGENCY

BUTTE COLLEGE

By: Ann Schwab
Ann Schwab, Chair

By: [Signature]

DATE: 12/12/2019

DATE: 1/23/2020

**COOPERATION AGREEMENT
BETWEEN THE VINA GROUNDWATER SUSTAINABILITY AGENCY AND THE
ROCK CREEK RECLAMATION DISTRICT GROUNDWATER SUSTAINABILITY
AGENCY**

THIS COOPERATION AGREEMENT is entered into and effective this 18th day of November, 2020 (“**Effective Date**”), by and among the Vina Groundwater Sustainability Agency (“Vina GSA”) and the Rock Creek Reclamation District acting in the capacity of its Rock Creek Reclamation District Groundwater Sustainability Agency (“Rock Creek GSA”) (collectively “**Parties**” or individually a “**Party**”).

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act” (“SGMA”). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Parties overlies the Sacramento Valley Groundwater Basin, Vina Subbasin, California Department of Water Resources (“DWR”) Basin No. 5-21.57 as its boundaries may be modified from time to time in accordance with Water Code Section 10722.2 (the “Basin”).

C. The Rock Creek GSA elected to manage the groundwater for its boundaries and act as the Groundwater Sustainability Agency (“GSA”) pursuant to SGMA with the DWR on or about November 14, 2016.

D. The Vina GSA elected to manage the groundwater over the boundaries of its members and act as the GSA pursuant to SGMA with the DWR on or about June 5, 2019.

E. The Parties desire, through this Agreement, to cooperate in the work of the GSAs and the management of the Basin, in accordance with SGMA.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. “**Agreement**” shall mean this Cooperation Agreement between the Rock Creek GSA and the Vina GSA.

b. “**Basin**” shall mean Vina Groundwater Subbasin, California Department of Water Resources Basin No. 5-21.57 as its boundaries may be modified from time to time in accordance with Water Code Section 10722.2.

Attachment 3

c. **“Basin-Wide Activities”** shall mean those activities or actions that affect the Basin as a whole, or are otherwise required by SGMA to be determined as the Basin level.

d. **“Coordination Agreement”** shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination for more than one groundwater sustainability plan (“GSP”) within a single basin.

e. **“DWR”** shall mean the California Department of Water Resources.

f. **“Effective Date”** shall be as set forth in the Preamble.

g. **“Groundwater Sustainability Agency”** or **“GSA”** has the meaning set forth in Water Code § 10721(j).

h. **“Groundwater Sustainability Plan”** or **“GSP”** shall mean a plan of a Groundwater Sustainability Agency or Agencies adopted pursuant to SGMA.

i. **“Joint Management Committee”** shall mean a committee comprised of two representatives from the governing board and/or staff of both of the Parties.

j. **“Management Area”** shall mean the area within the boundaries of a GSA that are managed separately or differently than the remainder of the GSP for the Basin.

k. **“Members”** shall mean the member agencies of Vina GSA’s Joint Powers Agreement.

l. **“Parties”** shall mean any of the signatories to this Agreement.

m. **“Project Agreement”** shall mean a separate Agreement amongst and between the Parties for a specific project, whose purpose, terms, or financial contributions are different than those set forth in this Agreement.

n. **“SGMA”** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Parties intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater for the Basin.

2.2 Subject to the terms and limitations of this Agreement, including reservation of rights and authorities set forth in Section 2.4, below, the Parties intend to mutually cooperate to the extent possible to implement the GSP within the Basin in a manner consistent with SGMA.

2.3 The Parties expressly intend that this Agreement shall not limit or interfere with the respective Parties’ rights and authorities over their own internal matters, including, but not limited

to, a Party's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Parties make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.4 Nothing in this Agreement is intended to modify or limit a Party's police powers, land use authorities, or any other authority.

2.5 The Parties intend to collaborate in obtaining consulting, administrative and management services needed to efficiently and effectively develop a GSP, to conduct outreach to other Basin agencies and private parties, and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each of the Parties certifies and declares that it is a public agency that is designated as a GSA and authorized to manage groundwater for the portion of the Basin for which it, or its members overlie.

3.3 **Purpose of the Agreement.** The purposes of this Agreement are to:

- a. Cooperatively carry out the purposes, goals and objectives of SGMA;
- b. Provide for cooperation amongst and between the Parties to develop a GSP;
- c. Implement, where consistent with the terms and limitations of this Agreement, a legally sufficient GSP in compliance with SGMA for the Basin; and

3.4 **Authority Under the Agreement.** To the extent authorized by governing boards of the Parties, subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Parties may:

- a. Coordinate the implementation of projects and actions to be developed and included in the GSP;
- b. Adopt coordinated actions, rules, regulations, policies, and procedures related to implementation of the GSP;
- c. Perform all acts necessary or proper to carry out fully the purposes of this Agreement and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

3.5 **Powers Reserved to Parties.** Each of the Parties will have the sole and absolute right, in its sole discretion, to:

Attachment 3

- a. Act as a GSA within its boundaries or the Management Area managed in whole or in part by such Parties;
- b. Approve any portion, section or chapter of the GSP developed pursuant to this Agreement;
- c. Exercise powers and authorities granted to each Party pursuant to SGMA or under that Party's enabling legislation;
- d. Exercise authority to implement SGMA and any GSP adopted pursuant to this Agreement;
- e. Defend any challenge to the adoption or implementation of a GSP developed pursuant to this Agreement; and
- f. The right to terminate this Agreement pursuant to Article 7, below.
- g. Notwithstanding anything to the contrary in this Agreement, this Agreement does not provide any Parties the authority to undertake any activities within the geographic or service area boundaries of any other Parties pursuant to the GSP developed or adopted hereunder, unless the Parties have formally and expressly consented and agreed in writing to the activity proposed.

3.6 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 7.4 of this Agreement.

3.7 **Participation of Parties.** Each of the Parties agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms of this Agreement, including the support of its Members, to participate in this Agreement. This support will involve the following types of actions:

- a. Each Party agrees to designate two members of its governing body, staff, or other designated representative(s) to serve on the Joint Management Committee and to provide assistance to any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.
- b. Each of the Parties may contribute public resources including but not limited to personnel, services, equipment or property to facilitate this Agreement. Such in-kind resource support is made in order to facilitate this Agreement and comply with SGMA; without a separate Project Agreement, the contributions shall not be made with the expectation of reimbursement from other Parties.

3.8 **Other Officers and Employees.** To the extent the Parties need support from employees, officers, consultants or otherwise need to hire employees, and such retention requires financial contribution of the Parties, the Parties may do so through amendment of this Agreement setting forth the terms and conditions of such support.

ARTICLE 4: GOVERNANCE

4.1 **Joint Management Committee.** Activities under this Agreement will be guided by the appointed management committees of each Party ("Joint Management Committee"), the composition of which is set forth in Section 3.7(a). The Joint Management Committee shall work collaboratively under this Agreement for the purpose of attempting to develop recommendations for technical and substantive Basin-wide issues. Recommendations from the Joint Management Committee that require approval or action of the Parties shall, upon unanimous consent of the Joint Management Committee, be provided to each Parties' respective governing boards for consideration of adoption, approval, or other recommended action. The Joint Management Committee may consider the following topics and make recommendations to the Parties governing boards:

- a. Develop budget(s) for any project or program where joint funding from the Parties is proposed;
- b. Draft reports or options with regard to decisions related to proposing new or enhanced taxes, assessments or property-related fees and charges;
- c. Propose guidance and options for obtaining grant funding;
- d. Recommend the adoption of rules, regulations, policies, and procedures related to the Agreement;
- e. Recommend the approval of contracts with consultants or subcontractors that would undertake work on behalf of the Parties pursuant to this Agreement;
- f. Update each Party's respective governing boards on specific issues, including the development of the GSP, when appropriate or requested;
- g. Advise the Parties when the convening of an Ad Hoc committee is needed to resolve an impasse or inability to make a consensus recommendation;
- h. Conduct outreach with stakeholder groups;
- i. Participate and guide the development of GSP and materials in support thereof;
- j. Recommend action and/or approval of a GSP; and

All other topics consistent with the terms of this Agreement.

4.2 **Meetings.** The Joint Management Committee shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the "Ralph M. Brown Act" commencing at Section 54950), and any subsequent amendments of those provisions.

4.3 **Advisory Committees.** The Joint Management Committee may utilize existing advisory committees of each Party and/or establish other advisory committees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code Section 10727.8.

4.4 **Impasse Resolution.** To the extent the Joint Management Committee is unable to make a unanimous recommendation on an issue for which their respective governing boards need to make a decision, the Joint Management Committee may recommend that the Parties convene an Ad Hoc committee comprised of not more than two members of each Parties' governing board members in an attempt to resolve the impasse.

ARTICLE 5: INFORMATION AND DATA SHARING

5.1 **Exchange of Information.** The Parties acknowledge and recognize pursuant to this Agreement and SGMA, the Parties may need to exchange information amongst and between the Parties and will do so through collaboration and/or informal requests made at the Joint Management Committee level or through working/stakeholder committees. To the extent it is necessary to make a written request for information to other Parties, it will be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

ARTICLE 6: FINANCIAL PROVISIONS

6.1 **Contributions and Funding.** The funding and implementation of the GSP will be initially funded through a grant award from the Department of Water Resources ("DWR"). Any funding not covered by grant shall be funded by separate unanimous agreement of the Parties.

6.2 **DWR Grant.** The DWR grant is being administered by Butte County on behalf of the Vina GSA, the Rock Creek GSA and all of the GSAs in adjoining Butte and Wyandotte Creek subbasins. To the extent practicable and consistent with this Agreement, the DWR grant will develop common components of the GSP. For GSP components subject to the independent discretion of the Parties, the Parties agree to utilize the DWR grant in an efficient and equitable manner.

6.3 **Funding Responsibility.** Each of the Parties shall be responsible to fund its participation in this Agreement. Each of the Parties will be solely responsible for raising funds for payment of the Parties' share of operating and administrative costs. The obligation of each of the Parties to make payments under the terms and provisions of this Agreement is an individual and severable obligation and not a joint obligation with those of the other Parties. Each of the Parties shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Parties shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Parties shall be the agent or have the right or power to bind any other Parties without such Parties' express written consent, except as expressly provided in this Agreement.

6.4 **Alternate Funding Sources.** The Parties may jointly seek to secure additional contributions of grant funding, state, federal, or county funding as funding or a portion of funding for implementation of the GSP, including projects and management actions that benefit the Basin.

ARTICLE 7: DISPUTE RESOLUTION, WITHDRAWAL AND TERMINATION

7.1 **Dispute Resolution.** It is the desire of the Parties to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. If a dispute occurs, one representative of each Party shall meet and confer in an attempt to resolve the matter. If informal resolution cannot be achieved, the matter will be referred to the Joint Management Committee for resolution. The Joint Management Committee may engage the services of a trained mediator or resort to all available legal and equitable remedies to resolve disputes.

7.2 **Withdrawal and Termination.** Either Party may, in its sole discretion, unilaterally withdraw and terminate its participation from this Agreement, effective upon thirty (30) days' prior written notice to the governing board of the other Party, provided that (a) the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred while a Party to this Agreement and (b) the Parties will meet and confer to negotiate, a coordination agreement, if necessary, under SGMA.

7.3 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the Joint Management Committee shall recommend the Parties distribute the assets between the successor entity and the Parties in proportion to how the assets were provided.

7.4 **Use of Data.** Upon withdrawal, a Party shall be entitled to use any data or other information developed during its time as a Party to the Agreement. Further, should a Party withdraw after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Amendments.** This Agreement may only be amended by a written instrument executed by all Parties.

8.2 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a unanimous vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

8.3 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

ROCK CREEK GSA

Hal Crain, Board Director
Rock Creek Reclamation District GSA
5556 Wilson Landing Road
Chico, CA 95973
530-345-3412
rockcreekreclamation@aol.com

VINA GSA

Paul Gosselin, Water and Resource Conservation
Vina GSA
308 Nelson Avenue
Oroville, CA 95965
530-552-3590
pgosselin@buttecounty.net
<http://www.buttecounty.net/>

With copy to: Valerie Kincaid
O'Laughlin & Paris LLP
2617 K Street, Suite 100
Sacramento, CA 95816
Email: vkinaid@olaughlinparis.com
Phone: 916.599.5498

Dustin Cooper
Minasian, Meith, Soares, Sexton & Cooper, LLP
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965-1679
Email: dcooper@minasianlaw.com
Phone: 530-533-2885

8.4 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.5 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.6 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

Attachment 3

8.7 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

8.8 **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each of the Parties has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Parties shall not apply in the construction or interpretation of this Agreement.

8.9 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above-written.

“VINA GSA”

Vina Groundwater Sustainability Agency



Ann Schwab, Chair

Date: 11/19/2020

“ROCK CREEK GSA”

Rock Creek Reclamation District Groundwater Sustainability Agency



Hal Crain, Board Director

Date: 12/31/20



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

June 28, 2021

Paula Daneluk, Director
Butte County Department of Development Services
7 County Center Drive
Oroville, CA 95965

Re: Vina Groundwater Sustainability Plan

Director Daneluk:

Under the Sustainable Groundwater Management Act (SGMA), Groundwater Sustainability Agencies (GSA) must submit a Groundwater Sustainability Plan (Plan) that will assure groundwater is sustainable within 20 years. In Butte County, the Vina subbasin is required to have a Plan submitted by January 31, 2022. In the Vina subbasin, the two GSAs, Vina GSA and Rock Creek Reclamation District GSA, are jointly developing a single Plan. SGMA requires that the GSAs provide at least a 90 day notice to cities and counties prior to adoption of a Plan. Through this letter, we are providing notice of the Plan development and seek your review of the draft Plan. (Water Code §10728.2)

SGMA recognizes the linkage between land use and groundwater management. Many of the projects and actions include recommendations for changes to land use, general plans, zoning and ordinances under your jurisdiction. The Plan takes into account projected growth from existing general plans. In the future, anytime a city or county readopts or substantially amends their general plan the planning agency shall review and consider an adoption of, or update to, a groundwater sustainability plan. (Under Government Code § 65350.5) We look forward to collaborating with you on groundwater sustainability in the Vina subbasin.

Various chapters of the Vina subbasin Plan are in draft form. The entire Vina subbasin Plan is expected to be released for a 60 day comment period in September, with a hearing to be held in November. Adoption of the Plan is expected in December. When the entire draft Plan is prepared in September, we will provide you with a notice of its

Attachment 3

availability. In the meantime, draft chapters are available for review at www.vinagsa.org.

If you have any questions or would like more information please contact me.

Thank you.

Paul Gosselin, Administrator

Cc: Andy Pickett, Butte County CAO



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

June 28, 2021

Brendon Vieg, Director
Community Development, Planning & Housing
City of Chico
411 Main Street, 2nd Floor
Chico, CA 95928

Re: Vina Groundwater Sustainability Plan

Director Vieg:

Under the Sustainable Groundwater Management Act (SGMA), Groundwater Sustainability Agencies (GSA) must submit a Groundwater Sustainability Plan (Plan) that will assure groundwater is sustainable within 20 years. In Butte County, the Vina subbasin is required to have a Plan submitted by January 31, 2022. In the Vina subbasin, the two GSAs, Vina GSA and Rock Creek Reclamation District GSA, are jointly developing a single Plan. SGMA requires that the GSAs provide at least a 90 day notice to cities and counties prior to adoption of a Plan. Through this letter, we are providing notice of the Plan development and seek your review of the draft Plan. (Water Code §10728.2)

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Various chapters of the Vina subbasin Plan are in draft form. The entire Vina subbasin Plan is expected to be released for a 60 day comment period in September, with a hearing to be held in November. Adoption of the Plan is expected in December. When the entire draft Plan is prepared in September, we will provide you with a notice of its

Attachment 3

availability. In the meantime, draft chapters are available for review at www.vinagsa.org.

If you have any questions or would like more information please contact me.

Thank you.

Paul Gosselin, Administrator

Cc: Mark Orme, City Administrator



**Attachment 4 - Budget & Audit
Vina
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 6.2

Subject: Vina GSA 2022-23 Budget Amendment

Contact: Kamie Loeser

Phone: 530-552-3590

Meeting Date: October 19, 2022

Regular Agenda

Department Summary:

Management Committee is proposing to amend the Vina GSA 2022-2023 fiscal year budget approved on July 13, 2022. The attached summary table identifies the proposed budget additions and changes.

Background:

At the April 20, 2022 meeting, the Vina GSA Board approved a motion that each member agency request from their respective Boards and Councils an additional member agency contribution to cover legal expenses associated with the lawsuit/complaint filed against the Vina GSA. The requested amount, if approved, would result in a \$20,000 increase in total revenue for litigation services.

On June 28, 2022, the Board of Supervisors approved the Department of Water and Resource's request for additional funds to be used for administration of the groundwater subbasins in which the County of Butte is a member agency of a GSA or serves as a GSA. These funds could be used for retaining professional and technical consultants, legal services (other than litigation), and office/administrative expenses.

At its July 13, 2022 meeting, the Vina GSA Board of Directors (Vina GSA Board) approved a 2022-2023 Fiscal Year budget. The approved operating budget was \$15,127. Anticipated expenses included general legal services, insurance, audit services, website hosting expenses, and a contingency fund. Expected revenues would be provided by member agency contributions totaling \$15,000. This budget did not include the \$20,000 in member agency contributions for litigation expenses since the contribution of these additional funds had not yet been approved by the member agencies' governing bodies.

The proposed budget amendment includes the additional \$20,000 in member agency contributions for litigation services. It also includes the remaining balance of unexpended funds from the 2021-22 fiscal year of \$2,171.45, and an additional contribution of \$32,500 by the County of Butte for general legal services, professional services, and office expenses. The proposed amendment would increase the approved budget from \$15,127 to \$69,798.45.

Fiscal Impact: Increase of approved budget from \$15,127 to \$69,798.45

Staff Recommendation: The Management Committee recommends approval of the budget amendment.

Attachment 4 - Budget & Audit



Vina Groundwater Sustainability Agency
Proposed Budget Amendment
Fiscal Year 2022-2023
Fund: 2092

Expenditures	Account	Approved July 13, 2022	Proposed Change	Amended Budget	Notes
GSA Administration					In-kind staff time *
Legal Services	539020	\$ 10,000.00	\$ 17,500.00	\$ 27,500.00	General GSA legal services
Litigation Services	539020	\$ -	\$ 35,000.00	\$ 35,000.00	Litigation services
Insurance	526000	\$ 1,787.00	\$ (25.00)	\$ 1,762.00	
Audit	539020	\$ 2,500.00		\$ 2,500.00	
Website	533000	\$ 240.00		\$ 240.00	
Contingency	580010	\$ 600.00	\$ 2,196.45	\$ 2,796.45	
Total Expenditures		\$ 15,127.00	\$ 54,671.45	\$ 69,798.45	

Revenue	Account	Approved July 13, 2022	Proposed Change	Amended Budget	Notes
Reserves			\$ 2,171.45	\$ 2,171.45	fund balance 6/30/22
Interest	441000	\$ 127.00		\$ 127.00	
<i>Member Agency Annual Contribution</i>					
City of Chico	473012	\$ 5,000.00		\$ 5,000.00	
County of Butte	473012	\$ 5,000.00		\$ 5,000.00	
Durham Irrigation District	473012	\$ 5,000.00		\$ 5,000.00	
<i>Additional Contribution for Litigation</i>					
City of Chico	473012		\$ 8,000.00	\$ 8,000.00	Additional Member Agency contributions for litigation services
County of Butte	473012		\$ 8,000.00	\$ 8,000.00	
Durham Irrigation District	473012		\$ 4,000.00	\$ 4,000.00	
<i>Additional Contributions</i>					
County of Butte	473012		\$ 32,500.00	\$ 32,500.00	Additional County of Butte Contributions
Total Revenue		\$ 15,127.00	\$ 54,671.45	\$ 69,798.45	

In-Kind Contribution	*Staff Time, Office Exp.	**Consultant Costs	Notes
City of Chico	\$ 32,541		Work Plan Task 2
County of Butte	\$ 145,535	\$ 232,458.00	Work Plan Tasks 1-6
Durham Irrigation District	\$ 14,200		Work Plan Task 2
Subtotal In-Kind Contribution	\$ 192,276	\$ 232,458.00	
Total		\$424,734	

* No direct cost to the GSA

** Estimate of Consultant Costs

**VINA GROUNDWATER
SUSTAINABILITY AGENCY**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEARS ENDED JUNE 30, 2021 AND 2020



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Attachment 4 - Budget & Audit
VINA GROUNDWATER
SUSTAINABILITY AGENCY
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Attachment 4 - Budget & Audit

VINA GROUNDWATER SUSTAINABILITY AGENCY LIST OF DIRECTORS YEAR ENDED JUNE 30, 2021

NAME	AGENCY	POSITION
Tod Kimmelshue	Butte County	Director
Kasey Reynolds	City of Chico	Director
Raymond Cooper	Durham Irrigation District	Director
Jeffrey Rowher	Agricultural Well Use Stakeholder	Director
Evan Tuchinsky	Non-Agricultural Domestic Well User Stakeholder	Director
Debra Lucero	Butte County	Alternate
Deepika Tandon	City of Chico	Alternate
Matt Doyle	Durham Irrigation District	Alternate
Steven Koehen	Agricultural Well User Stakeholder	Alternate
Steve Kampfen	Non-Agricultural Domestic Well User Stakeholder	Alternate

INDEPENDENT AUDITORS' REPORT

Board of Directors
Vina Groundwater Sustainability Agency
Oroville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund, of the Vina Groundwater Sustainability Agency (the Agency) of the County of Butte (County), as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



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Attachment 4 - Budget & Audit

Board of Directors
Vina Groundwater Sustainability Agency

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Agency, as of June 30, 2021 and 2020, and the respective changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule on pages 11 and 12 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2022 on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Roseville, California
January 5, 2022

BASIC FINANCIAL STATEMENTS

Attachment 4 - Budget & Audit

**VINA GROUNDWATER
SUSTAINABILITY AGENCY
STATEMENTS OF NET POSITION
JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
ASSETS		
Cash and Investments	\$ 8,985	\$ 9,336
Interest Receivable	<u>-</u>	<u>42</u>
Total Assets	8,985	9,378
LIABILITIES		
Accounts Payable	<u>945</u>	<u>-</u>
Total Liabilities	945	-
NET POSITION		
Unrestricted	<u>8,040</u>	<u>9,378</u>
Total Net Position	<u><u>\$ 8,040</u></u>	<u><u>\$ 9,378</u></u>

See accompanying Notes to Basic Financial Statements.

Attachment 4 - Budget & Audit
VINA GROUNDWATER
SUSTAINABILITY AGENCY
STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
EXPENSES		
Public Protection	\$ 16,333	\$ 12,964
Total Expenses	16,333	12,964
PROGRAM REVENUES		
Agency Contributions	15,000	12,000
Net Program Revenues (Expenses)	(1,333)	(964)
GENERAL REVENUES		
Interest Income	(5)	300
Total General Revenues	(5)	300
CHANGE IN NET POSITION	(1,338)	(664)
Net Position - Beginning of the Year	9,378	10,042
NET POSITION - END OF YEAR	\$ 8,040	\$ 9,378

See accompanying Notes to Basic Financial Statements.

Attachment 4 - Budget & Audit

**VINA GROUNDWATER
SUSTAINABILITY AGENCY
BALANCE SHEETS – GOVERNMENTAL FUND
JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
ASSETS		
Cash and Investments	\$ 8,985	\$ 9,336
Interest Receivable	<u>-</u>	<u>42</u>
Total Assets	<u>\$ 8,985</u>	<u>\$ 9,378</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts Payable	\$ 945	\$ -
Total Liabilities	<u>945</u>	<u>-</u>
Fund Balance:		
Unassigned	<u>8,040</u>	<u>9,378</u>
Total Liabilities and Fund Balance	<u>\$ 8,985</u>	<u>\$ 9,378</u>

See accompanying Notes to Basic Financial Statements.

Attachment 4 - Budget & Audit

VINA GROUNDWATER SUSTAINABILITY AGENCY STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUND YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
REVENUES		
Agency Contributions	\$ 15,000	\$ 12,000
Interest Income	(5)	300
Total Revenues	<u>14,995</u>	<u>12,300</u>
EXPENDITURES		
Current:		
Insurance	1,800	1,349
Office Expense	1,238	240
Professional Services	13,295	11,375
Total Expenditures	<u>16,333</u>	<u>12,964</u>
CHANGE IN FUND BALANCE	(1,338)	(664)
Fund Balance - Beginning of the Year	<u>9,378</u>	<u>10,042</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 8,040</u></u>	<u><u>\$ 9,378</u></u>

See accompanying Notes to Basic Financial Statements.

Attachment 4 - Budget & Audit
VINA GROUNDWATER
SUSTAINABILITY AGENCY
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Vina Groundwater Sustainability Agency was created in 2017 in response to the Sustainable Groundwater Management Act. Its responsibilities include sustainably managing groundwater resources in a portion of the Vina Subbasin, a portion of the larger Sacramento Valley Groundwater Basin covering approximately 184,917 acres. The subbasin is located entirely within Butte County and is generally bounded by Tehama County to the north, the alluvial basin to the east (as defined by Bulletin 118), the border of the Western Canal Water District to the south, and the Sacramento River to the west.

The Sustainable Groundwater Management Act (SGMA), passed in the fall of 2014, establishes a new structure for managing groundwater resources in California. Groundwater basins and subbasins are defined in the Department of Water Resources (DWR) Bulletin 118 document. SGMA requires Groundwater Sustainability Agencies (GSAs) to manage groundwater at the local level through the development and implementation of Groundwater Sustainability Plans (GSPs). The GSPs must ensure sustainable conditions by 2042 while avoiding six distinct undesirable results. The decisions about sustainability will be made locally through public involvement.

A Joint Exercise of Powers Agreement establishes the Vina Groundwater Sustainability Agency for the purpose of forming a Groundwater Sustainability Agency and achieving groundwater sustainability in a portion of the Vina Groundwater Subbasin.

Vina Groundwater Sustainability Agency Member Agencies include:

- City of Chico
- County of Butte
- Durham Irrigation District

The basic financial statements present information on the financial activities of the Agency. The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the accounting policies are described below.

Attachment 4 - Budget & Audit
VINA GROUNDWATER
SUSTAINABILITY AGENCY
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation and Accounting

Government-Wide Statements

The statement of net position and statement of activities display information about the primary government (the Agency). These statements include the financial activities of the overall Agency.

The statement of activities demonstrates the degree to which program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function, and allocated indirect expenses. Program revenues include Agency contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when incurred, regardless of the timing of related cash flows. Nonexchange transactions, in which the Agency gives (or receives) value without directly receiving (or giving) equal value in exchange, include intergovernmental revenues. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Fund Financial Statements

The Agency is engaged in a single-governmental activity and has only a general fund. The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available (susceptible to accrual). Revenues are accrued when their receipt occurs within 60 days after the end of the accounting period so as to be measurable and available. Expenditures are generally recorded when a liability is incurred.

C. Fund Balances – Governmental Fund Financial Statements

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance – amounts that cannot be spent because they are either not spendable in form or legally or contractually required to remain intact.
- Restricted fund balance – amounts with constraints placed on their use by those external to the Agency, including creditors, grantors, contributors or laws and regulations of other governments. It also includes constraints imposed by law through constitutional provisions or enabling legislation.

Attachment 4 - Budget & Audit
VINA GROUNDWATER
SUSTAINABILITY AGENCY
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Fund Balances – Governmental Fund Financial Statements (Continued)

- Committed fund balance – amounts that can only be used for specific purposes determined by formal action of the Agency’s highest level of decision-making authority and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- Assigned fund balance – amounts that are constrained by the Agency’s intent to be used for specific purposes. The intent can be established at either the highest level of decision making or by a body or an official delegated that authority.
- Unassigned fund balance – the residual classification that includes amounts not contained in the other classifications.

The Agency’s governing board establishes, modifies, or rescinds fund balance commitments and assignments by passage of a resolution. When restricted and unrestricted resources are available for use, it is the Agency’s policy to use restricted resources first, followed by unrestricted committed, assigned, and unassigned resources as they are needed.

D. Use of Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 CASH AND INVESTMENTS

Cash and investments at June 30, 2021 and 2020 consisted of the following:

	2021	2020
Cash in County Treasury	\$ 8,985	\$ 9,336

The Agency maintains all of its cash and investments in the County of Butte’s pooled cash and investments. On a quarterly basis, the County of Butte allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County of Butte’s financial statements. The County of Butte’s financial statements may be obtained by contacting the County of Butte’s Auditor-Controller’s Office at 25 County Center Drive, Suite 120, Oroville, CA 95965.

Attachment 4 - Budget & Audit
VINA GROUNDWATER
SUSTAINABILITY AGENCY
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

GASB Statement No. 40 requires additional disclosures about a government's deposits and investment risks that include credit risk, custodial risk, concentration risk, and interest rate risk. The Agency has no deposit or investment policy that addresses a specific type of risk.

Investments held in the County's investment pool are available on demand and are stated at cost plus accrued interest, which approximates fair value.

NOTE 3 RISK MANAGEMENT

The Agency is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets, errors and omissions and natural disasters. The Agency purchases commercial liability insurance.

REQUIRED SUPPLEMENTARY INFORMATION

Attachment 4 - Budget & Audit

**VINA GROUNDWATER
SUSTAINABILITY AGENCY
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND
YEAR ENDED JUNE 30, 2021**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amount</u>	<u>Variance with Final Budget</u>
REVENUES				
Agency Contributions	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Interest	-	-	(5)	(5)
Total Revenues	<u>15,000</u>	<u>15,000</u>	<u>14,995</u>	<u>(5)</u>
EXPENDITURES				
Insurance	1,500	1,500	1,800	(300)
Office Expense	-	-	1,238	(1,238)
Professional Services	12,000	12,000	13,295	(1,295)
Contingency	1,500	1,500	-	1,500
Total Expenditures	<u>15,000</u>	<u>15,000</u>	<u>16,333</u>	<u>(1,333)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	(1,338)	<u>\$ (1,338)</u>
Fund Balance - Beginning of the Year			<u>9,378</u>	
FUND BALANCE - END OF YEAR			<u>\$ 8,040</u>	

See accompanying Notes to Required Supplementary Information – Budget and Budgetary Reporting.

Attachment 4 - Budget & Audit

**VINA GROUNDWATER
SUSTAINABILITY AGENCY
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND
YEAR ENDED JUNE 30, 2020**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amount</u>	<u>Variance with Final Budget</u>
REVENUES				
Agency Contributions	\$ 15,000	\$ 15,000	\$ 12,000	\$ (3,000)
Interest	-	-	300	300
Total Revenues	<u>15,000</u>	<u>15,000</u>	<u>12,300</u>	<u>(2,700)</u>
EXPENDITURES				
Insurance	1,500	1,500	1,349	151
Office Expense	-	-	240	(240)
Publication	10,000	10,000	-	-
Professional Services	2,000	2,000	11,375	(9,375)
Contingency	1,500	1,500	-	1,500
Total Expenditures	<u>15,000</u>	<u>15,000</u>	<u>12,964</u>	<u>(9,464)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	(664)	<u>\$ (12,164)</u>
Fund Balance - Beginning of the Year			<u>10,042</u>	
FUND BALANCE - END OF YEAR			<u>\$ 9,378</u>	

See accompanying Notes to Required Supplementary Information – Budget and Budgetary Reporting.

Attachment 4 - Budget & Audit
VINA GROUNDWATER AGENCY
GROUNDWATER SUSTAINABILITY AGENCY
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2021

NOTE 1 BUDGET AND BUDGETARY REPORTING

The Agency prepares and legally adopts a final budget on or before June 30 of each fiscal year. The Agency operation, commencing July 1, is governed by the proposed budget, adopted by the Board of Directors in June of the prior year.

After the budget is approved, the appropriations can be added to, subtracted from, or changed only by Agency resolution. All such changes must be within the revenues and reserves estimated as available in the final budget or within revised revenue estimates as approved by the Agency.

An operating budget is adopted each fiscal year on the modified accrual basis. Additionally, encumbrance accounting is utilized to assure effective budgetary control. Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if the unperformed contracts in process at year-end are completed or purchased commitments satisfied. Such year-end encumbrances are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year and included in the subsequent year's budget. Unencumbered appropriations lapse at year-end.

The legal level of budgetary control (the level on which expenditures may not legally exceed appropriations) is at the object level. Object category levels of expenditures are as follows: salaries and benefits, services and supplies, and other charges.

OTHER REPORT

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Vina Groundwater Sustainability Agency
Oroville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Vina Groundwater Sustainability Agency (Agency) of the County of Butte (County) for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of Agency's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings as item 2021-001 that we consider to be a significant deficiency.

Attachment 4 - Budget & Audit

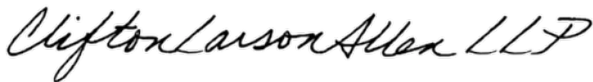
Board of Directors
Vina Groundwater Sustainability Agency

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Roseville, California
January 5, 2022

Attachment 4 - Budget & Audit
VINA GROUNDWATER AGENCY
GROUNDWATER SUSTAINABILITY AGENCY
SCHEDULE OF FINDINGS
YEAR ENDED JUNE 30, 2021

2021-001 Accounts Payable Completeness

Type of Finding: Significant Deficiency in Internal Control over Financial Reporting.

Condition: The Agency did not properly accrue for payments made for professional services which were performed prior to June 30, 2021.

Criteria or specific requirement: Under generally accepted accounting principles, expenditures for goods and services should be recorded to the correct period regardless of when the payment is made.

Effect: An audit adjustment of \$945 increasing accounts payable and professional services expenses was made for fiscal year ended June 30, 2021.

Cause: The Agency did not implement internal controls to review payments made subsequent to year-end or proper cut-off.

Repeat Finding: This is not a repeat finding.

Recommendation: We recommend the Agency implement additional closing procedures to identify expenditures recorded in the wrong accounting period, such as reviewing payments made after the year-end cut-off for proper reporting.

Views of responsible officials and planned corrective actions: The Agency agrees with the finding and the proposed adjusting journal entries. In future years, the Agency will implement new accounting procedures to identify expenditures recorded in the wrong accounting period.

Attachment 4 - Budget & Audit

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor. CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://www.nexia.com/member-firm-disclaimer) for details. CliftonLarsonAllen LLP





Vina Subbasin Groundwater Sustainability Agency
Butte County Sustainable Groundwater Management Act (SGMA)
Implementation 2021-2023

Stakeholder Communications and Engagement Plan

Version: 11.09.21

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Objectives

The Vina Groundwater Sustainability Agency (GSA) Board, the GSA Management Committee, and the GSA Stakeholder Advisory Committee are committed to keeping the **public informed**, providing **balanced and objective information** to assist the public in understanding the Sustainable Groundwater Management Act (SGMA), and **creating an open process** for input on development and implementation of the Groundwater Sustainability Plan (GSP). The primary objective of this Communication and Engagement Plan (C&E Plan) is to identify and carry forward intentional, effective public outreach and engagement to facilitate widespread support and understanding of the GSP and its implementation. Additionally as part of GSP implementation, an important objective is to identify and engage underrepresented groups in the process using the [*Guidance on Engagement and Communicating with Underrepresented Groundwater Users*](#) developed by the California Department of Water Resources (DWR).

Background

Signed into law in 2014, the purpose of SGMA is to ensure local sustainable groundwater management in medium- and high- priority groundwater basins statewide. The DWR has determined that Butte County has three priority subbasins that are subject to SGMA implementation:

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Butte Subbasin | Vina Subbasin | Wyandotte Creek Subbasin

This C&E Plan applies only to the Vina Subbasin Groundwater Sustainability Agency.

SGMA Milestones: The subbasin achieved the first milestone in SGMA by the establishing two Groundwater Sustainability Agencies: the Vina Groundwater Sustainability Agency (GSA), a Joint Powers Authority, comprised of three (3) member agencies: Butte County; the City of Chico; and Durham Irrigation District; and 2) The Rock Creek Reclamation District GSA. These two GSAs are coordinating to develop and implement one Groundwater Sustainability Plan (GSP) for the subbasin. The second major milestone in SGMA is the adoption of a GSP by January 30, 2022. The GSP is prescribed by SGMA and contains required elements. The third milestone is achieving sustainability by 2042.

Figure 1. SGMA Milestones



Desired Outcomes & Goals of the Plan

Outcomes: The desired outcome of this C&E Plan is to achieve understanding and support for GSP adoption and implementation in consideration of the people, economy, and environment within the subbasin and in coordination with adjacent subbasins.

Plan Goals: SGMA requires the GSA to consider the interests of all beneficial uses and users of groundwater and encourage involvement of diverse social, cultural, and economic elements of the population within the subbasin during GSP preparation and implementation. The goals of the Communications & Engagement Plan are to:

1. **Enhance understanding** and inform the public about water and groundwater resources in the Vina Subbasin, the purpose and need for sustainable groundwater management, the benefits of sustainable groundwater management, and the need for a GSP.
2. **Engage diverse interested parties** and stakeholders and promote informed feedback from stakeholders, the community, and groundwater-dependent users throughout the GSP preparation and implementation process.
3. **Coordinate communication** and involvement between the GSA (Board, Stakeholder Advisory Committee and Management Committee), Rock Creek Reclamation District GSA, and other local agencies, elected and appointed officials, and the general public.
4. **Rely on the Stakeholder Advisory Committee** to facilitate a comprehensive public engagement process.
5. **Employ a variety of outreach methods** that make public participation accessible and that encourage broad participation.
6. Respond to public concerns.

Attachment 5

7. Provide accurate and up-to-date information.
8. **Create public value and use GSA resources wisely** by managing communications and engagement in a manner that is resourceful and efficient.

Time Period: This C&E Plan is intended to cover communications and engagement for September 2021 through December 2023. In September of 2021, the GSA Board released the draft GSP for a 40-day review. As required and planned, the GSA Boards held a formal public hearing(s) on the Draft GSP in the fall and then adopted the GSP in December for submittal to DWR in January 2022 as the law requires. This Plan will also support the first two years of implementation. Since this is a multi-year effort, the key activities needed to achieve these goals will be broken down into annual work plans, and may be amended, as needed.

Interested Parties and other stakeholders: SGMA calls for consideration of all interested parties that the GSA must consider when developing and implementing the GSP, including, but not limited to:

- Agricultural users of water
- Domestic well owners
- Municipal well operators
- Public water systems
- Land use planning agencies
- Environmental users of groundwater
- Surface water users
- The federal government
- California Native American tribes (see [DWR Guidance Documents](#)) for Tribal Outreach Guidance Document)
- Disadvantaged communities and historically underrepresented groundwater users (including those served by private domestic wells or small community water systems).

Outreach Roles

The **Vina GSA Board** is comprised of elected officials from each of the member agencies and two stakeholder board members appointed by the Butte County Board of Supervisors, representing commercial agricultural and domestic well users in the subbasin. As required by the Joint Powers Authority agreement that created the GSA, the Board will consider the recommendations of the Stakeholder Advisory Committee.

In regard to outreach, the Board is responsible for:

- Adopting and overseeing implementation of the C&E Plan;
- Entering into Memoranda of Understanding with other public agencies such as Rock Creek Reclamation District GSA and Butte College to codify engagement activities for the development and implementation of the GSP;
- Receiving public comments made verbally and in writing;
- Considering the recommendations of the Stakeholder Advisory Committee.

In addition, the Board may choose to play a more active role in outreach through communication with the public, stakeholder groups, and the entities it represents.

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The **Management Committee**, established by the Board, is comprised of at least one staff representative from each of the public agencies that are members of the GSA. As required by the Joint Powers Authority agreement, the Management Committee shall recommend agenda items, administer the Stakeholder Advisory Committee, establish and administer technical working groups, and bring staff reports before the Board.

In regard to outreach, the Management Committee is responsible for:

- Development and implementation of the C&E Plan with Board approval and oversight;
- Administering the Stakeholder Advisory Committee and ad hoc technical advisory committees;
- Documenting the recommendations of the Stakeholder Advisory Committee in staff reports to the Board.

The **Stakeholder Advisory Committee** is comprised of members appointed by the GSA Board. The Stakeholder Advisory Committee is charged with actively engaging with the public for input and feedback.

This charge will be carried out through various activities, but generally includes:

- Actively seeking input from represented stakeholder groups on groundwater-related issues before the GSA, as described in the [Vina SHAC Charter](#) adopted by the GSA Board;
- Sharing input and feedback at Stakeholder Advisory Committee meetings;
- Making recommendations to the Board.

When evaluating the options identified in the GSP and making decisions, the Board, Management Committee, and Stakeholder Advisory Committee will **solicit public input** through a range of methods, including public workshops, written and verbal comments, meetings with stakeholder organizations, and other opportunities. Input is always welcome and can be provided verbally during public comment periods at the Stakeholder Advisory Committee and Board meetings or in writing. Written comments can be sent to the Management Committee via the GSA website or email, which will be distributed to the Stakeholder Advisory Committee and/or Board, as appropriate.

Communications and Engagement for GSP Planning and Implementation

To truly engage the public in development of a GSP that is science-based, complex, technical, and includes achievable outcomes, the GSA will strive to meet these overall objectives:

- Educate the public in meaningful ways. Communicate what may often be complex concepts in straightforward, comprehensible ways;
- Show how the input received has been incorporated into the plan or process; and
- Remain focused on results.

The GSA carried out community engagement during the development of the GSP, which included public meetings and presentation materials to inform the public. The GSP has been revised to incorporate public feedback. This C&E Plan builds on that foundation to now engage the community, interested parties, stakeholders, organizations, and agencies as the GSA Boards considers adopting the GSP and initiating GSP implementation. The GSA Boards released the draft GSP for a 40-day public review period in September of 2021. The GSA held a formal public hearings in the fall. Then, the Boards adopted the GSP in December of 2021 for a January 2022 submittal to DWR. The Vina GSA and Rock Creek Reclamation

Attachment 5

District GSA will hold joint board meetings, when possible, to conduct the formal GSP review and adoption process.

Implementing the GSP will begin at the end of January 2022. Implementation will involve advancing projects, addressing data gaps, monitoring, and developing additional needed projects as part of adaptive management. The GSA will prepare annual reports and provide five-year updates to DWR to demonstrate progress toward sustainability. Public outreach will inform each of these activities.

Forums

Member Agencies Governance Briefings

Member Agency board members may brief their councils or boards regularly on GSA activities and may work with the GSA Management Committee to provide additional briefings on sensitive or important topics.

Stakeholder Briefings

Stakeholder Advisory Committee members will meet with and communicate regularly with individuals and organizations comprised of the stakeholder groups they represent. To promote consistent messaging, all briefings will be coordinated with the GSA Management Committee.

Public Meetings/Hearing

Public meetings or hearings are formal opportunities for people to provide official comments on programs, plans and proposals. The Vina GSA Board meetings and the Stakeholder Advisory Committee meetings constitute regular public meetings that will be noticed and conducted in accordance with the Ralph M. Brown Act. SGMA requires that a public meeting be held prior to the adoption of a fee and that public hearings are held for the adoption of GSP elements and the final GSP plan. There are also constitutional requirements for public hearings for some fee/rate options. Public meetings and hearings are an important forum for people to share viewpoints and concerns, but often occur at the end of a process, when only one option is under consideration. The GSA will hold required public meetings and hearings, but will also use less formal public workshops to solicit feedback and information early in the process.

Public Workshops

Public educational workshops provide less formal opportunities for people to learn about groundwater, SGMA, and GSP elements. Workshops can be organized in a variety of ways, including webinars, open houses, the use of “stations” where people can ask questions one-on-one, and traditional presentations with facilitated question and answer sessions. In order to solicit feedback from people who may not be comfortable speaking in public, workshops can include small group breakout discussions, comment cards and other techniques. Workshops will be designed to maximize opportunities for public input.

Public Notices

Public notices, often required by law, aim to notify agencies and the public about activities that may affect the public. As outlined in this C&E Plan, the GSA will sponsor a variety of opportunities for people to participate in the development and implementation of the GSP, including workshops, public hearings, and providing comments at Board and Stakeholder Advisory Committee meetings, and through written comments. The agency will comply with public noticing requirements.

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Prior to GSP adoption or amendment, SGMA requires that the GSA:

- Provide notice to cities and counties within Plan area
- Consider comments provided by the cities and counties
- Accommodate requests for consultation received from the cities and counties within 30 days
- No sooner than 90 days following public notice, hold public hearing(s)

In addition, when the GSA considers any fees to support implementation of the GSP, the GSA will provide public notice and other engagement activities.

Tools

The Vina GSA will use a variety of communications and engagement tools to keep the public informed, including the following.

Interested Parties List

The GSA maintains an interested parties list, consistent with SGMA requirements. The list is broad and includes anyone who would like to stay informed about SGMA activities. The Management Committee coordinates the distribution of periodic updates to the interested parties list. The GSA also relies on the list for sharing information on public workshops, public meetings, and other activities. Interested parties may sign up to receive email updates at the following link [[Access Here](#)].

Note, SGMA did not specify the type of list (email versus hard copy mailing) that should be used to inform interested parties. The first preference for information sharing is the email list to distribute information quickly and to reduce costs. In addition, the GSA may periodically distribute public notices in the form of post cards and/or published notices.

Member agencies, Board members, the Stakeholder Advisory Committee, and the Management Committee will encourage potential organizations, agencies, and individuals to sign up on the interested parties list.

Informational Materials

Developing a variety of informational materials is critical to successful education and necessary to circulate consistent, accurate information. The Management Committee, with input from the Stakeholder Advisory Committee, may develop a range of materials, which may include:

- **Talking Points:** Clear, concise messages to be used by Board and Stakeholder Advisory Committee members and Management Committee when communicating with media, organizations, and stakeholders.
- **Milestone Fact Sheets:** For initiating the GSP and completion of elements of the GSP.
- **Periodic Updates:** As stated above, the Management Committee will coordinate on the distribution of periodic updates that can then be used by Stakeholder Advisory Committee for distribution to the groups and organizations they represent using existing communications tools, such as newsletters, social media, list serves, etc.
- **Newspaper Editorials:** Authored by the Management Committee, Board, or Stakeholder Advisory Committee members (after review and approval of the full Board, Advisory Committee and Management Committee) for submittal to local news sources.

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- **Briefing Packets:** For milestone briefings to the public and stakeholders. Packets will include standard talking points, and other materials to assist in educational outreach and for soliciting feedback.

Website

The Vina GSA website [www.vinagsa.org] is a tool for distributing and archiving meeting and communication materials as well as a repository for any studies, general information, and educational materials. The Management Committee coordinates to ensure that the website is updated on a consistent basis to ensure up to date, timely information. The website includes the following information:

- Home page: summary, calendar of meetings and events, highlighted topics
- Groundwater basics, SGMA background including links to existing sources of relevant information, such as <https://www.groundwaterexchange.org>.
- Vina Subbasin specific information
- Board of Directors information: Board members, agendas, meeting materials, and meeting recordings
- Stakeholder Advisory Committee information: Stakeholder Advisory Committee members, agendas, and meeting materials
- Library and GSP Chapters

Mailings and Utility Bill Notifications

Individual member agencies may utilize postcards and include updates and relevant GSP development information in utility bills.

Social Media

Existing Facebook, Twitter, Next Door and other emerging social media technologies may be leveraged to provide updates on milestone progress to interested parties.

Surveys

Online tools, such as Survey Monkey, may be used periodically to gather stakeholder ideas and to provide feedback on key issues.

Media Plan

The Management Committee will develop press releases and Public Service Announcements (if appropriate) at each milestone and for meetings and workshops. The press releases will be distributed to local and regional media and elected officials. See Appendix C for a media contact list.

Outreach Partners

In addition to the communication tools listed above, the Vina GSA can partner with other organizations to ensure that it achieves its communications and engagement goals including. Other partners include, but are not limited to:

- a. Butte County Farm Bureau;
- b. Butte County Environmental Health;
- c. Butte County Planning Department;
- d. City of Chico;
- e. California Water Service Chico;

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- f. [Rock Creek Reclamation District](#);
- g. Agricultural Groundwater Users of Butte County (AGUBC)
- h. Butte County Water Commission;
- i. Butte Environmental Council;
- j. Butte College;
- k. California State University, Chico;
- l. Upper Feather River Integrated Regional Water Management (IRWM) and the North Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) group;
- m. Butte County Resource Conservation District;
- n. Chico Chamber of Commerce (calendar); and
- o. Service Clubs and other professional organizations.

Intra- and Inter-Basin Coordination

For more information, please reference the [Inter-Basin Coordination Report](#) on the Vina GSA website.

Intra-Basin Coordination

There are two GSAs in the Vina Subbasin: The Vina GSA and Rock Creek Reclamation District GSA. The Vina GSA Board of Directors entered into an agreement with Rock Creek Reclamation District specifying the parameters of the two agencies' coordination on the development and implementation of one GSP for the subbasin. Further, the Vina GSA Management Committee will coordinate with Rock Creek Reclamation District's designated representative(s) and the two GSAs will hold joint board meetings, when possible, to provide a shared venue for public engagement and to ensure basin-wide sustainability. The Vina GSA has also entered into a Memorandum of Understanding with Butte College to coordinate on GSP development and implementation.

Inter-Basin Coordination

While inter-basin agreements are optional under SGMA, the Vina GSA participated in the development of the inter-basin coordination framework described in the Inter-basin Coordination Report, linked above, which will also be appended to the GSP. The GSA intends to coordinate on some level, with 11 subbasins in the Northern Sacramento Valley. During GSP development, the subbasins developed an inter-basin coordination directory, a technical information-sharing template, an outreach presentation, an outreach fact sheet, and an inter-basin coordination webpage and held regular inter-basin agency staff meetings. Management Committee staff established a framework for coordination during GSP implementation including information sharing, joint analysis and evaluation, coordination on mutually beneficial activities, coordination on communication and outreach, and an issue-resolution process which will be further developed and instituted during GSP implementation. More information about inter-basin coordination in the Northern Sacramento Region can be found at:

<http://www.buttecounty.net/waterresourceconservation/Sustainable-Groundwater-Management-Act/Inter-basin-Coordination>

Evaluation and Assessment

Any communication strategy should include opportunities to check in at various points during implementation to ensure that it is meeting the communication and engagement goals and complying with SGMA. These check-ins will occur as needed.

Appendix A: Tribal Engagement in Butte County: Guidance Document

Tribes in Butte County

There are four¹ federally-recognized Native American tribes in Butte County. Three of the four Native American tribes are located in subbasins subject to SGMA. The tribes include:

- Mechoopda Indian Tribe of Chico Rancheria – *located in Vina Subbasin*
- Concow-Maidu Tribe of the Mooretown Rancheria – *partially located in the Wyandotte Creek subbasin*
- Tyme Maidu Tribe of the Berry Creek Rancheria – *partially located in the Wyandotte Creek Subbasin*
- Enterprise Rancheria of Maidu Indians of California – *are not located in a subbasin subject to SGMA*

The KonKow Valley Band of Maidu Indians is also recognized by the County and the State and has applied for federal recognition.

Meaningful Tribal outreach, dialogue, and consultation is a shared obligation of all the GSAs in the applicable subbasin where Tribal lands exist. However, since Tribal lands are predominately in unincorporated portions of Butte County, the County will lead SGMA-related outreach and consultation efforts with the Mechoopda Indian Tribe.

Outreach Conducted

During development of the GSPs, Butte County staff reached out to tribes in the County to discuss interest in participating as members of the Joint Powers Agreement (Wyandotte/Vina) or Advisory Committees within any of the three subbasins even those outside of tribal boundaries. The GSAs reserved a tribal seat within the advisory committee charters in Wyandotte Creek and Vina subbasins. To date, tribes are not participating in the JPA or Advisory Committee.

Vina Subbasin Tribal Outreach

Butte County staff coordinated with the Mechoopda Indian Tribe of Chico Rancheria first through communications with the tribal chair and administrative officer in 2018 and later via in-person meetings with other tribal members and staff. The tribal chairman designated a tribal staff member to represent the tribe during GSP development and has elected to participate as a member of the Vina GSA Management Committee since 2019. As a Management Committee member, the tribal representative participates in Management Committee, Board meetings and Vina Stakeholder Advisory Committee meetings. The purpose of this informal engagement is to maintain consistent coordination with the Tribe and identify opportunities for longer-term collaboration during GSP implementation.

¹ Source: <https://www.ihs.gov/california/index.cfm/tribal-consultation/resources-for-tribal-leaders/links-and-resources/list-of-federally-recognized-tribes-in-ca/?mobileFormat=0>

Appendix B: Media Contact List

Media Outlet			
Organization	Name	Email	Phone
Action News Now		news@actionnewsnow.com	
Chico Enterprise Record		localnews@chcioer.com	
Chico News and Review		chiconewstips@newsreview.com	
Forest Ranch Post		Forestranchpost@gmail.com	
Gridley Herald		publisher@gridleyherald.com	
KCHO News		kchonews@csuchico.edu	
KHSL TV Channel 12		news@khs1tv.com	
KRCR Channel 7		kzaam@krcrtv.com	
KRBS		krbs@cncnet.com	
KZFR		Marc.68@gmail.com	
NCEN		tsullivanhames@ncen.org	
News 10		desk@news10.net	
Oroville Mercury Register (Legals)		(Same as Chico Enterprise Record)	
Paradise Post		rsilva@paradisepost.com	
Plumas News		info@plumasnews.com	
211		211resourceteam@helpcentral.com	
Other			

Appendix C: Outreach and Engagement Meetings already Conducted

The GSA has engaged in a range of public engagement activities since GSA formation in 2017, including maintaining a website, monthly newsletters, and numerous public meetings. The GSA also sent post cards to all domestic well owners to raise awareness about SGMA and GSA planning. Lastly, here is the list of meetings that have taken place since forming the GSAs as the Groundwater Sustainability Plan has been developed.

Website updated Regularly

<https://www.vinagsa.org>

GSP Public Comment Web Page

Vina: <https://www.vinagsa.org/public-comment-period-now-open>

Water Solutions Monthly E-Newsletters

<http://www.buttecounty.net/waterresourceconservation/Water-Education/Newsletters-2021>

Postcards sent to Domestic Well Owners

3,948 postcards on 4/22/18

6,229 postcards on 8/7/18

6,228 postcards on 2/24/19

5,426 postcards on 4/5/21

List of Relevant Public Meetings

Date	Subbasin	Meeting
2/27/18	All Subbasins in Butte County	Butte County Board of Supervisors
3/13/18	All	Board of Supervisors
3/22/18	All	Board of Supervisors
6/12/18	All	Board of Supervisors
6/26/18	All	Board of Supervisors
7/24/18	All	Board of Supervisors
8/1/18	All	Water Commission
8/14/18	All	Board of Supervisors
8/15/18	Vina Subbasin	Public Hearing
9/5/18	All	Water Commission
9/11/18	Vina	Public Hearing-BOS
9/17/18	All	Groundwater Pumper Advisory Committee
9/25/18	All	Board of Supervisors
10/3/18	All	Water Commission
10/9/18	All	Board of Supervisors
10/23/18	All	Board of Supervisors
11/5/18	All	Groundwater Pumper Advisory Committee
11/7/18	All	Water Commission
1/2/19	All	Water Commission

Attachment 5

1/17/19	All	Technical Advisory Committee
1/29/19	All	Board of Supervisors
2/6/19	All	Water Commission
2/25/19	All	Groundwater Pumper Advisory Committee
3/6/19	All	Water Commission
3/7/19	Vina	SMC Workshop
3/12/19	Vina	Public Hearing-BOS
4/3/19	All	Water Commission
4/23/19	All	Board of Supervisors
5/1/19	All	Water Commission
5/21/19	All	Board of Supervisors
6/5/19	All	Water Commission
6/6/19	All	Technical Advisory Committee
6/11/19	All	Board of Supervisors
6/25/19	All	Board of Supervisors
7/23/19	All	Board of Supervisors
7/24/19	All	Groundwater Pumper Advisory Committee
8/7/19	All	Water Commission
8/27/19	Vina	Board of Supervisors
9/4/19	All	Water Commission
9/12/19	Vina	GSA Board of Directors
10/2/19	All	Water Commission
10/10/19	Vina	GSA Board of Directors
11/5/19	All	Board of Supervisors
11/6/19	All	Water Commission
11/14/19	Vina	GSA Board of Directors
11/19/19	All	Board of Supervisors
11/21/19	All	Technical Advisory Committee
12/4/19	All	Water Commission
12/12/19	Vina	GSA Board of Directors
12/17/19	All	Water Policy Workshop- Board of Supervisors
12/17/19	Vina	Stakeholder Advisory Committee
1/8/20	All	Water Commission
1/14/20	All	Technical Advisory Committee
2/5/20	All	Water Commission
2/18/20	Vina	Stakeholder Advisory Committee
3/4/20	All	Water Commission
3/11/20	Vina	GSA Board of Directors
3/17/20	Vina	Stakeholder Advisory Committee
3/24/20	All	Board of Supervisors
5/19/20	Vina	Stakeholder Advisory Committee

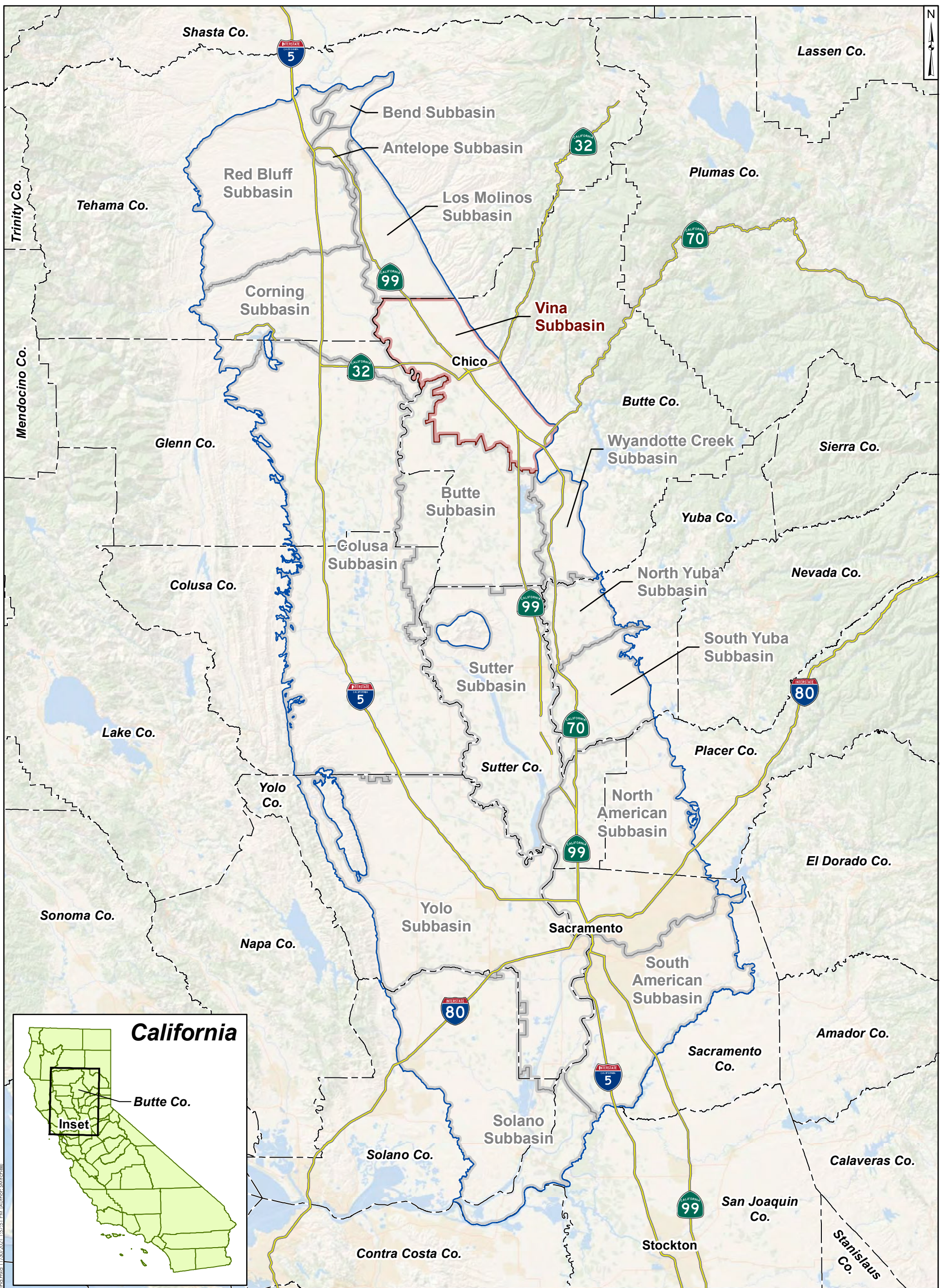
Attachment 5

6/3/20	All	Water Commission
6/9/20	Vina	Technical Webinar
6/10/20	Vina	GSA Board of Directors
6/16/20	Vina	Stakeholder Advisory Committee
8/5/20	All	Water Commission
8/12/20	Vina	GSA Board of Directors
8/18/20	Vina	Stakeholder Advisory Committee
8/19/20	All	Groundwater Pumper Advisory Committee
9/2/20	All	Water Commission
9/9/20	Vina	GSA Board of Directors
9/15/20	Vina	Stakeholder Advisory Committee
10/14/20	Vina	GSA Board of Directors
10/20/20	Vina	Stakeholder Advisory Committee
10/27/20	All	Board of Supervisors
11/4/20	All	Water Commission
11/10/20	All	Technical Advisory Committee
11/17/20	Vina	Stakeholder Advisory Committee
11/18/20	Vina	GSA Board of Directors
12/2/20	All	Water Commission
12/9/20	Vina	GSA Board of Directors
12/15/20	Vina	Stakeholder Advisory Committee
1/4/21	All	Technical Advisory Committee
1/6/21	All	Water Commission
1/13/21	Vina	GSA Board of Directors
1/19/21	Vina	Stakeholder Advisory Committee
2/3/21	All	Water Commission
2/10/21	Vina	SMC GSA Board Workshop
2/16/21	Vina	Stakeholder Advisory Committee
3/3/21	All	Water Commission
3/10/21	Vina	GSA Board of Directors
3/10/21	All	Brown Bag Seminar
3/16/21	Vina	Stakeholder Advisory Committee
3/23/21	All	Board of Supervisors
4/7/21	All	Water Commission
4/14/21	Vina	GSA Board of Directors
4/20/21	Vina	Stakeholder Advisory Committee
5/5/21	All	Water Commission
5/12/21	Vina	GSA Board of Directors
5/18/21	Vina	Stakeholder Advisory Committee
5/24/21	All	Technical Advisory Committee
5/25/21	All	Board of Supervisors

Attachment 5

6/2/21	All	Water Commission
6/9/21	Vina	GSA Board of Directors
6/15/21	Vina	Stakeholder Advisory Committee
6/22/21	All	Board of Supervisors
6/28/21	All	Brown Bag Seminar
7/14/21	Vina	GSA Board of Directors
7/20/21	Vina	Stakeholder Advisory Committee
8/2/21	Vina	Stakeholder Advisory Committee
8/4/21	All	Water Commission
8/11/21	Vina	GSA Board of Directors
8/17/21	Vina	Stakeholder Advisory Committee
9/1/21	All	Water Commission
9/8/21	Vina	GSA Board of Directors
10/4/21	Vina	Vina GSA Public Workshop
10/6/21	All	Water Commission
10/13/21	Vina	GSA Board of Directors
10/19/21	Vina	Stakeholder Advisory Committee
10/26/21	All	Board of Supervisors
11/3/21	All	Water Commission
11/15/21	Vina	GSA Board of Directors
11/16/21	Vina	Stakeholder Advisory Committee
12/1/21	All	Water Commission
12/14/21	All	Board of Supervisors
12/15/21	Vina	GSA Board of Directors

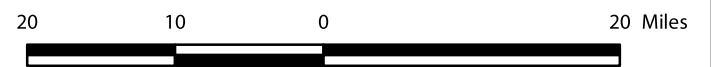
Attachment 6 - Vicinity Map



Legend

- Groundwater Basin¹
Sacramento Valley Groundwater Basin
- Groundwater Subbasins¹
Vina Groundwater Subbasin
- Other Sacramento Valley Groundwater Subbasins
- Roads²
Highways
- Boundaries²
County boundaries

Notes:
 1) California Department of Water Resources (CA DWR).
 2) TIGER/Line, U.S. Census Bureau.



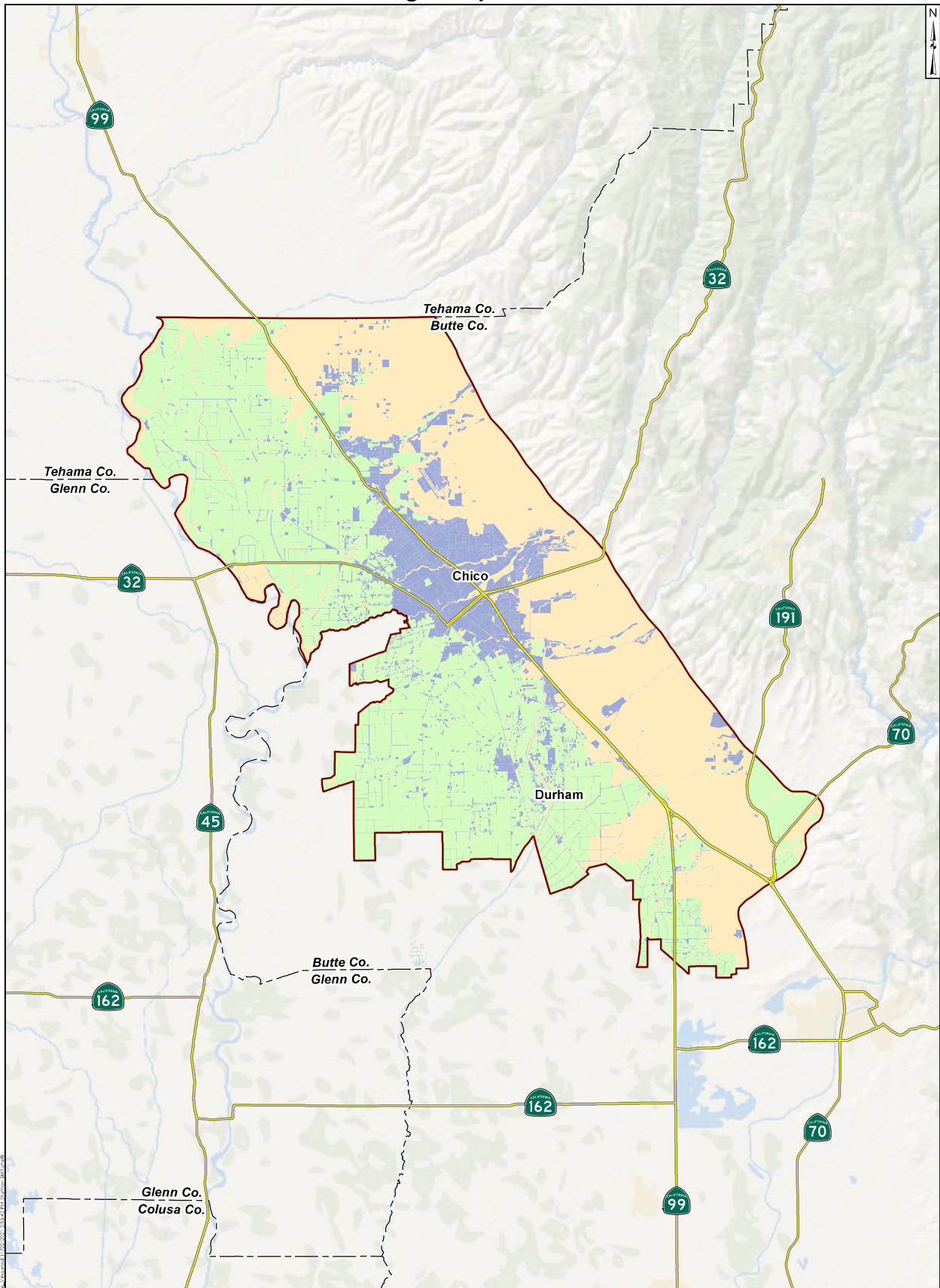
Sacramento Valley Groundwater Basin

Geosyntec
 consultants

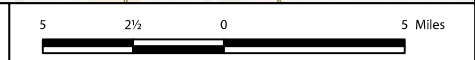
Figure
 1-2

Project No.: SAC282 December 2021

Attachment 8 - Ag Footprint in Vina Subbasin



Legend	
Groundwater Subbasin¹	Roads²
Vina Groundwater Subbasin	Highways
Land Use	Boundaries²
Agricultural areas	County boundaries
Developed areas	
Other land use	



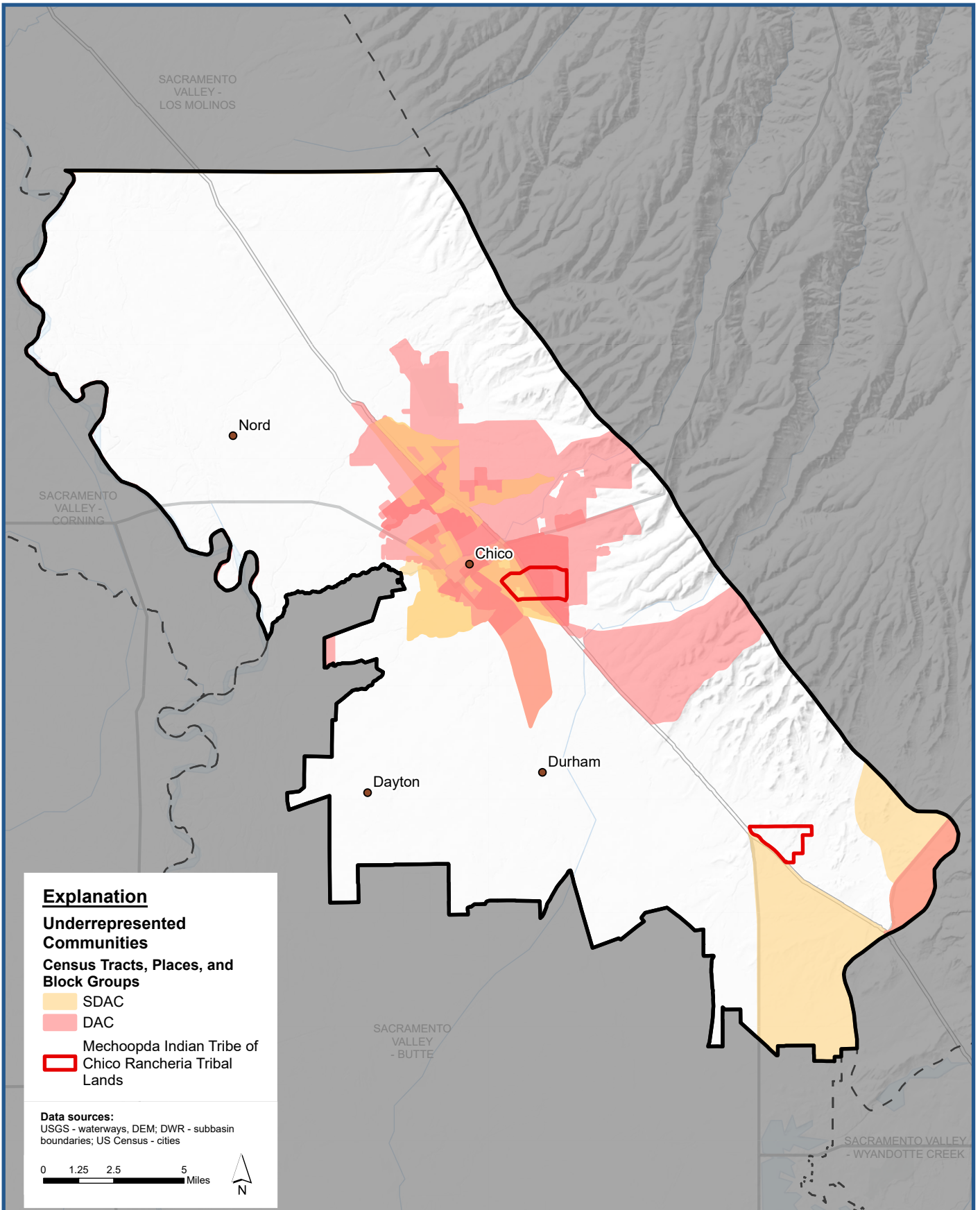
Land Use	
Project No.: SAC282	December 2021

Figure 1-7

Notes:
 1) California Department of Water Resources (CA DWR).
 2) TIGER/Line, U.S. Census Bureau.

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Attachment 9 - DACs and Tribes



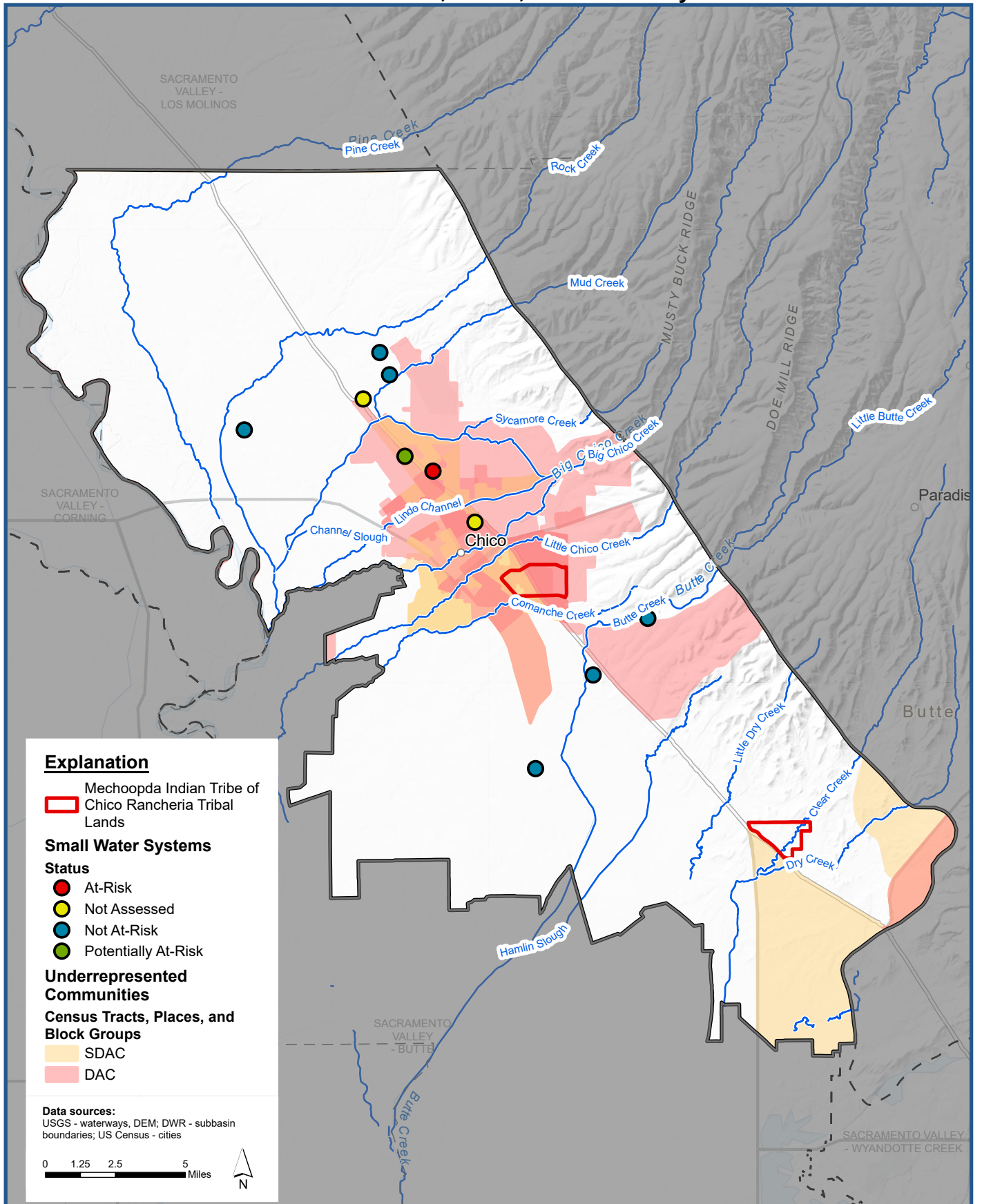
X:\2022\22-117 Butte County - (22-1-117)-Development of GSP Projects and Grant Application Development Technical Assistance for the SGM Grant Program\GIS\Pop_68_Funding_Support_ED\Prop_68_Funding_Support_Butte.aprx; Vlna Figure 3



DACs and Tribes

Figure 3

Attachment 10 - UCs, Tribes, Small Water Systems



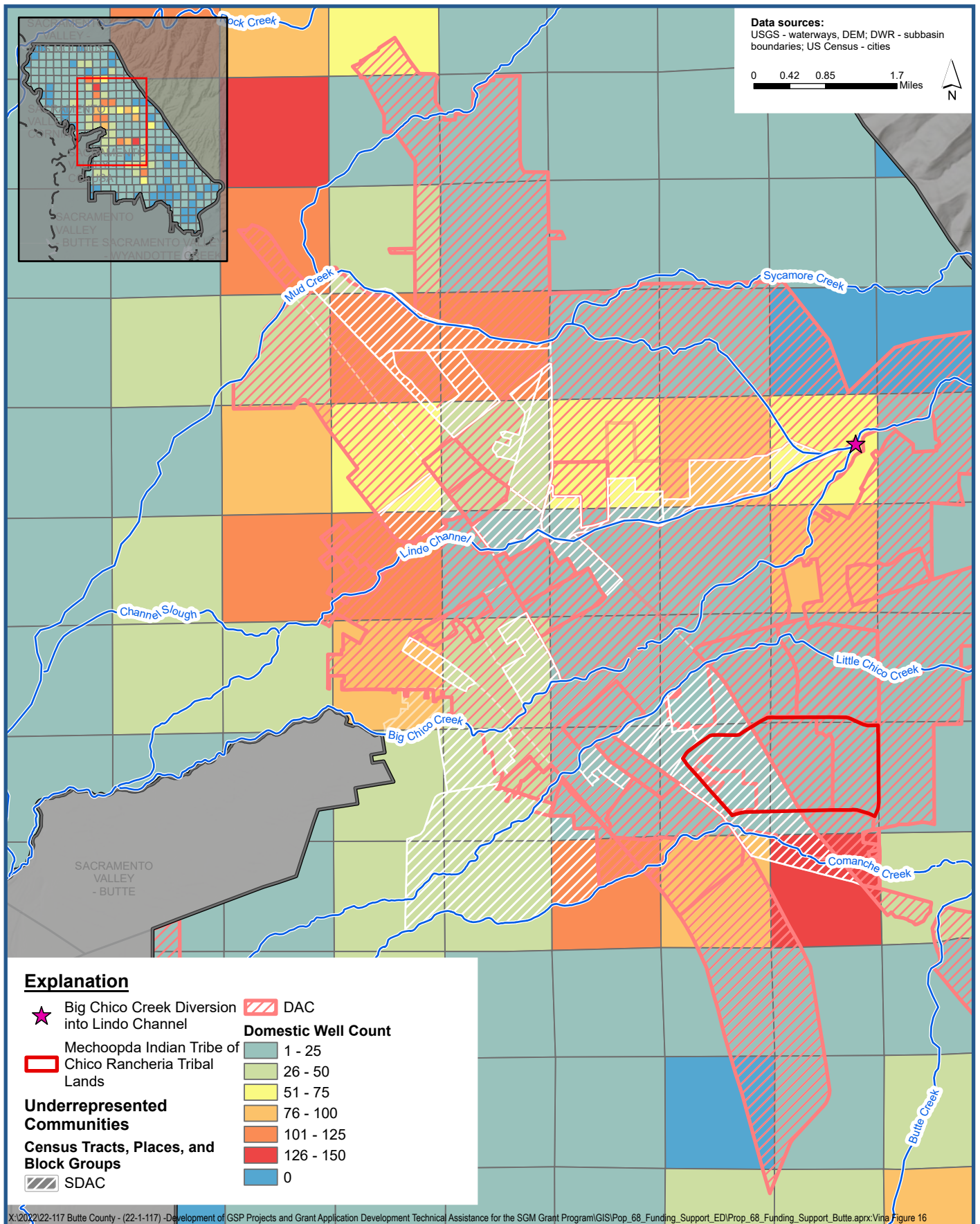
X:\2022\22-117 Butte County - (22-1-117)-Development of GSP Projects and Grant Application Development Technical Assistance for the SGM Grant Program\GIS\Pop_68_Funding_Support_ED\Prop_68_Funding_Support_Butte.aprx Vjna Figure 12



Small Water Systems SAFER Designations

Figure 12

Attachment 11 - DACs & Domestic Wells

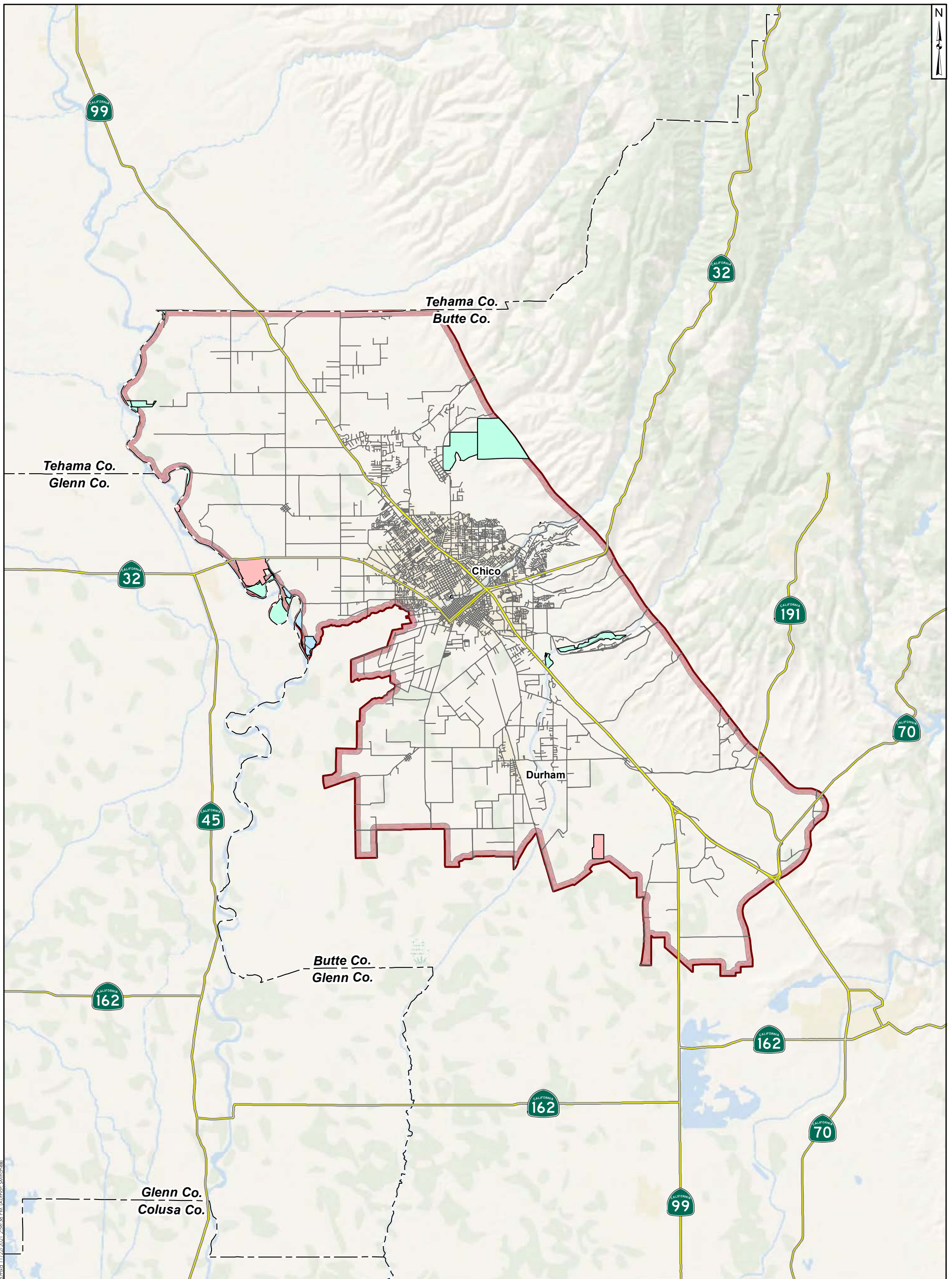


X:\2022\22-117 Butte County - (22-1-117) -Development of GSP Projects and Grant Application Development Technical Assistance for the SGM Grant Program\GIS\Pop_68_Funding_Support_ED\Prop_68_Funding_Support_Butte.aprx:Vina Figure 16



Lindo Channel Domestic Well Counts by Section from DWR WCR Application

Figure 16



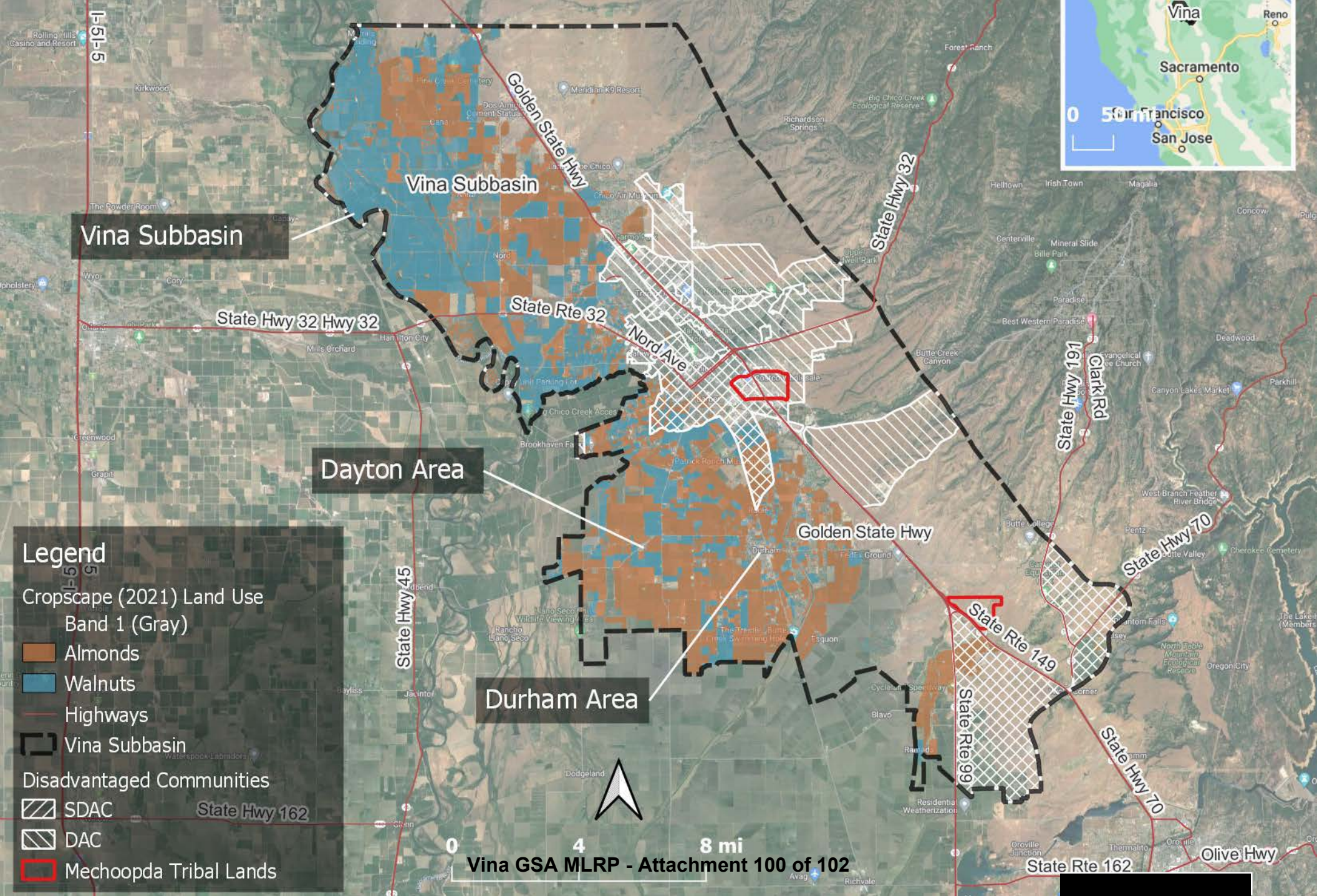
<p>Legend</p> <p>Groundwater Subbasin¹</p> <p> Vina Groundwater Subbasin</p> <p>State and Federal Lands</p> <p> U.S. Fish and Wildlife Service lands²</p> <p> California Dept. of Fish and Wildlife lands³</p> <p> California State Parks⁴</p> <p>Roads⁵</p> <p> Highways</p> <p> Other roads</p> <p>Boundaries⁵</p> <p> County boundaries</p>		<p>5 2½ 0 5 Miles</p> <p></p>
<p>Notes:</p> <p>1) California Department of Water Resources (CA DWR).</p> <p>2) U.S. Fish and Wildlife Service (US FWS).</p> <p>3) California Department of Fish and Wildlife (CDFW).</p> <p>4) California Department of Parks and Recreation (CDPR).</p> <p>5) TIGER/Line, U.S. Census Bureau.</p>		
<p>State and Federal Lands Vina Groundwater Subbasin GSP</p> <p>Geosyntec consultants</p>		
<p>Project No.: SAC282</p>	<p>December 2021</p>	
<p>Figure 1-9</p>		

PAGE: SAC282 - Butte County Project 1202108 - GSP - Maps/Vina/Vina1/Fish-Wildlife-Government_Vinamapd_11/27/2021 2:58:58 PM Author: SMITHELL

Vina Subbasin C06: Extend Orchard Replacement Program

Figure 14.

Attachment 13 - Extend Orchard Replacement



Vina Subbasin

Dayton Area

Durham Area

Legend

- Cropscapes (2021) Land Use
- Band 1 (Gray)
- Almonds
- Walnuts
- Highways
- Vina Subbasin
- Disadvantaged Communities
- SDAC
- DAC
- Mechoopda Tribal Lands

0 4 8 mi
Vina GSA MLRP - Attachment 100 of 102

Attachment 14 - Vina GSA Resolution

RESOLUTION NO. 02-23

RESOLUTION BY THE VINA GROUNDWATER SUSTAINABILITY AGENCY THAT AN APPLICATION BE MADE TO THE CALIFORNIA DEPARTMENT OF CONSERVATION TO OBTAIN A GRANT UNDER THE 2022 MULTIBENEFIT LAND REPURPOSING PROGRAM.

WHEREAS, the Vina Groundwater Sustainability Agency (“Vina GSA”) is a GSA in the Vina Groundwater Subbasin (“Vina Subbasin”); and,

WHEREAS, there are three Member Agencies that comprise the Vina GSA – City of Chico, Durham Irrigation District, and County of Butte; and,

WHEREAS, there are two GSAs in the Vina Subbasin – Vina GSA and Rock Creek Reclamation District GSA (“RCRD GSA”); and,

WHEREAS, the two GSAs have adopted one Groundwater Sustainability Plan for the subbasin pursuant to the Sustainable Groundwater Management Act (“SGMA”) and pursuant to a Joint Powers Agreement agreed to and executed by the Vina GSA Member Agencies; and,

WHEREAS, the Vina GSA is preparing an application to the California Department of Conservation (“DOC”) under the 2022 Multibenefit Land Repurposing Program pursuant to the Public Resources Trailer Bill (AB 211, Ch. 574, Statutes of 2022); and,

WHEREAS, the Vina GSA desires to work cooperatively with the RCRD GSA in the submission of one application to DOC and in developing and undertaking projects and other activities pursuant to the Vina Subbasin’s application to DOC; and,

WHEREAS, it is the intention of the Vina GSA to submit one grant application on behalf of the entire Vina Subbasin for the DOC 2022 Multibenefit Land Repurposing Program Round 2 solicitation; and,

WHEREAS, the Vina GSA is preparing an application that includes potential implementation of proposed projects submitted by the GSA’s Member Agencies, RCRD GSA and other eligible entities consistent with the Vina Subbasin Groundwater Sustainability Plan; and,

WHEREAS, the Vina GSA’s application desires to undertake a land repurposing planning and implementation project that is of interest and of benefit to the Vina Subbasin; and,

WHEREAS, the DOC 2022 Multibenefit Land Repurposing Program Round 2 solicitation requires that the Vina GSA adopt a resolution that designates an authorized representative to submit the application, execute an agreement with the State of California, accept grant funds, and to execute tasks, among other things, if the project is awarded funding.

Attachment 14 - Vina GSA Resolution

NOW, THEREFORE, BE IT RESOLVED by the Vina Groundwater Sustainability Agency that:

1. The Butte County Director of Water and Resource Conservation, administrator of the Vina GSA, or designee, is authorized to submit a grant application to the Department of Conservation for a 2022 Multibenefit Land Repurposing Program grant.
2. The Vina GSA has the authority and shall enter into a grant agreement with the Department of Conservation for the project and authorizes acceptance of the template terms and conditions if the project is awarded funding.
3. The Butte County Director of Water and Resource Conservation, administrator of the Vina GSA, or designee, is authorized to accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, reimbursement requests, if the project is awarded funding.

PASSED AND ADOPTED by the Vina Board of Directors, the governing body for the Vina GSA this 8th day of March 2023, by the following vote:

AYES: Reynolds, Kimmelshue, Cooper, Rohwer, Tuchinsky

NOES: None

ABSENT: None

ABSTAIN: None



Evan Tuchinsky, Chair
Vina Groundwater Sustainability Agency

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Vina GSA held on the 8th day of March, 2023.

ATTEST:

By: 
Linda Herman, Management Committee Member
Vina Groundwater Sustainability Agency