



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

Vina Groundwater Sustainability Agency (GSA) Board Meeting Agenda

Date: Wednesday, October 14, 2026

Time: 5:00 PM

Location: Chico City Council Chamber, 421 Main Street, Chico CA

Or [Join the Vina GSA Board Meeting via Zoom](#)

Meeting ID: 678 207 7386

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Please note that in-person attendance is required for public participation. Streaming and recording
services are subject to discontinuance if technical or other issues prevent effective meeting proceedings.***

BOARD MEMBERS:

Jeff Rohwer, Chair
Tod Kimmelshue, Vice Chair
Derek Sohnrey
Katie Hawley
Jim Graydon

PUBLIC COMMENT INFORMATION:

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

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

VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA)

BOARD MEETING AGENDA

October 14, 2026

1. Vina Groundwater Sustainability Agency (GSA) Board Meeting

1.1 Call To Order

1.2 Roll Call

2. Business from the Floor

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

3. Consent Agenda:

3.1 *Approval of the 09-09-26 Vina GSA Board Meeting Minutes.

Requested Action: Approve the 09-09-26 Vina GSA Board meetings minutes.

3.2 *Professional Services Agreement No. 2026-04 with Paris Kincaid Wasiewski, LLP for Vina Groundwater Sustainability Agency Legal Services

Paris Kincaid Wasiewski, LLP, currently provides general legal and litigation services to the Vina Groundwater Sustainability Agency under an existing agreement. That agreement is approaching its not-to-exceed amount. Staff recommends approving a new agreement with the firm to continue these services without interruption.

Requested Action: Approve Professional Services Agreement No. 2026-04 with Paris Kincaid Wasiewski, LLP for Vina Groundwater Sustainability Agency Legal Services Approve contract.

3.3 *Consideration of Fiscal Year 2025-26 Annual Operations Budget Adjustment

Vina Groundwater Sustainability Agency Board of Directors adopted the Fiscal Year 2025-26 Annual Operating Budget (Resolution No. 2025-02) on June 11, 2025. The Board also approved an amendment to the budget of \$1,200,000 at the July 8, 2026, special meeting to reflect an increase in DWR SGM Round 2 Grant revenue and associated project expenditures. This request is to authorize a further, final adjustment to the FY 2025-26 budget to align with the actual expenditures from the grant funds in an amount determined by the County Auditor's office. The final adjustment is for accounting purposes and will have no effect on the fee setting budget or the SGMA regulatory fee.

Requested Action: Approve Authorize the Interim GSA Program Manager to determine, in consultation with County Auditor's staff, the final budget adjustment required to balance the Fiscal Year 2025-26 budget Amendment and to report back on that final adjustment amount at the next board meeting. The Board will be asked to adopt a resolution at its next meeting authorizing the final adjustment amount to ensure that it is appropriately documented.

4. Items Removed from Consent – If Any

5. Regular Agenda:

5.1 *Presentation and Discussion of 'Alternative 3' Approach to setting Minimum Thresholds for the Groundwater Level Sustainability Indicator

At the September 9, 2026, Vina GSA Board meeting, staff was directed to bring a presentation of "Alternative 3" by Dr. Todd Greene. Alternative 3 was submitted to the Board as a public comment on

August 3, 2026. It describes an alternative Minimum Threshold (MT) approach that would combine Local Management Levels with raised MTs, setting MTs at 40 feet below the Measurable Objective at each of the 29 Representative Monitoring Sites in the expanded network for the Groundwater Level sustainability indicator. ***(Presentation – Dr. Todd Greene, Stakeholder Advisory Committee (SHAC), Water Scientist Representative)***

Requested Action: Provide direction to staff.

5.2 *Discussion regarding the potential removal of the “non-dry year” language from Sustainable Management Criteria

At the September 9, 2026, Vina GSA Board meeting, staff was directed to bring back an agenda item for the Board to revisit the topic of the “non-dry year” language in the sustainable management criteria. Direction provided by the Vina and Rock Creek Reclamation District GSA Boards on August 12, 2026, resulted in not removing the language in the public review drafts of the Periodic Evaluation and Groundwater Sustainability Plan amendments. The draft documents were released on September 15, 2026. To support Board discussion, the same staff report and slides from the August 12, 2026, Board packet is attached to this agenda. Staff will introduce the topic. ***(Report - Christina Buck, Asst. Director Butte County Water and Resource Conservation)***

Requested Action: Provide direction to staff.

5.3 *Update on Key Dates and Status of Draft Periodic Evaluation and Plan Amendments

Staff will provide an update on the status and anticipated timeline for the Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments, including information regarding the comment period for the draft documents and key decision-making milestones through January 2027. ***(Report – Becky Anderson - Fairbanks, Interim GSA Program Manager)***

Requested Action: Accept as information.

5.4 *Consideration of Professional Services Agreement No. 2026-05 with Davids Engineering for Vina Groundwater Sustainability Agency Ongoing SGMA Implementation Support Services

The Sustainable Groundwater Management Act (SGMA) requires the Vina Groundwater Sustainability Agency to carry out its Groundwater Sustainability Plan year after year, including annual reports to the Department of Water Resources, groundwater monitoring and data management, periodic evaluations, and the day-to-day operations of the agency. For the past several years, much of this work has been supported by DWR grant funding, which is now concluding, so Vina GSA is moving to an agency-funded model. To support that transition, Vina GSA issued RFP #26-01 for ongoing SGMA implementation support services, and following a competitive selection process, Davids Engineering was selected. The proposed agreement is a master contract, with specific work authorized through individual task orders. ***(Report - Christina Buck, Asst. Director Butte County Water and Resource Conservation)***

Requested Action: Approve the Professional Services Agreement with Davids Engineering, authorize the Board Chair to execute the agreement, and authorize the Program Manager to execute task orders that are funded in the Board-adopted annual budget for the applicable fiscal year, including any adopted adjustments and amendments.

5.5 *Discussion and Direction Regarding a Groundwater Sustainability Plan Consistency Determination Process for Project Partners

Staff will provide background on LAFCo Condition 18 and the January 2025 Memorandum of Understanding with Tuscan Water District and Rock Creek Reclamation District Groundwater Sustainability Agency and will ask the Board for general direction on its priorities for a consistency determination process and what it would like staff to bring back. ***(Report – Becky Anderson - Fairbanks, Interim GSA Program Manager)***

Requested Action: Give staff direction on the goals and design of a Groundwater Sustainability Plan (GSP) consistency determination process, so staff can bring back a draft process for adoption.

6. Communications And Reports

6.1 Program Manager and Management Committee Report (*Information Only*)

7. Board Member Requests for Future Items:

Board Members may propose topics, projects, or issues for inclusion on a future agenda. Proposals will be noted for consideration by the Chair and Program Manager, subject to feasibility and alignment with the Agency's priorities. No discussion or action will be taken on proposed items at this meeting.

8. Adjournment:

The Vina GSA Board meeting will adjourn to Closed Session after tonight's Vina GSA Board Meeting.

1. Closed Session Public Comments or Board Disqualifications:

Members of the public may address the Board at this time on the closed session item only; comments are limited to three (3) minutes, or time limit as determined by the Chair.

2. Adjourn to Closed Session:

3. Closed Session

3.1 Call to Order

4. Closed Session Agenda

4.1 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #23CV02789 - Ronald R Titus, as Trustee of the 2005 Titus Trust et al vs Vina Groundwater Sustainability Agency

4.2 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #22CV00321 - AquAlliance et al vs Vina Groundwater Sustainability Agency et al.

4.3 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Butte County Superior Court #24CV04275 - AquAlliance et al vs Vina Groundwater Sustainability Agency et al.

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

5. Closed Session Announcement:

Report on any action taken during the closed session.

6. Adjournment:

The Vina GSA Closed Session will adjourn to a Vina GSA Regular Board Meeting on November 4, 2026, at 5:00 p.m. at the Chico City Council Chamber Building at 421 Main Street, Chico, CA and online via Zoom for viewing only.

*Materials included in agenda packet



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VINA GROUNDWATER SUSTAINABILITY AGENCY (GSA) BOARD MEETING

Regular Board Meeting

MINUTES

September 9, 2026

1. Call to Order

1.1. The meeting was called to order by Vice Chair Tod Kimmelshue at 5:00 PM.

1.2. Roll Call

BOARD MEMBERS PRESENT

Jim Graydon
Katie Hawley
Steven Koehnen
Derek Sohnrey
Tod Kimmelshue, Vice Chair

Vice Chair Kimmelshue announced that in the interest of efficiency the Board would take **Agenda item 7 – BOARD MEMBER REQUESTS FOR FUTURE ITEMS** out of order

2. BUSINESS FROM THE FLOOR

Members of the public addressing the Board on this item were Cheetah Tchudi, Pat Dobson, Marty Dunlap, Blake Ellis, Patrizia Hironimus, He-Lo Ramirez, Jeanette Alosi, Dusty Taylor, Julia Sidman, Maria Meyer, Jennifer Wraith-Mendonca, Carol Anne Kelly, Ashley Seyfried, Sean Folger, Christine Carte, AnaRose Hebein, Jessica Prisk, Erica Miday, Greg Brislain, Jim Brobeck, Chris Nelson, Daniel O'Donnell, Nick Seyfried, Christina Svec, Emily McCabe, Dusty Taylor, Jeff Jukkola, P.E., Shannon Shocknesse, Amanda Avila, Wendy Smith, Carla Resnick, Kelby Gardiner, Larry F Gordon, Andrew Vincent Canfield, Dave and Marsha Missall, Krista E. Canfield, Patricia Dobson, Marty Dunlap, Susan Baldwin, Kimberly Chijiwa, Jeanette Alosi, Georgie Coulter, Jordan Collins, Jennifer Rennie, Heather Kahler, Scott Isaacson.

3. CONSENT AGENDA:

3.1 Approval of the 08-12-26 Vina GSA Board Meeting Minutes.

Action:

A motion by Board Member Hawley was seconded by Board Member Graydon to approve the minutes from the 08-12-26 Vina GSA Board meeting as amended to include the names of the people making public comment via email. The motion carried by the following vote:

Ayes: Graydon, Hawley, Koehnen, Sohnrey, & Kimmelshue
Noes: NONE
Abstain: NONE
Absent: NONE

4.0 Items Removed from Consent – None

5.0 **REGULAR AGENDA**

5.1 **Update on the Draft Periodic Evaluation and Plan Amendments** *(Information only)*

Staff provided an update on the status and anticipated timeline for the Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments, including information regarding the comment period for the draft documents and key decision-making milestones through January 2027. ***(Report – Becky Anderson - Fairbanks, SGM Grant Projects Manager)***

Members of the public addressing the Board on this item were Blake Ellis and Patrizia Hironimus.

5.2 **Consideration of Alternate Location for GSA Board Meetings**

At the August 12, 2026, Board meeting, the Board directed staff to look into moving Board meetings from the Chico City Council Chambers located at 421 Main Street in Chico, to the Butte County Association of Governments (BCAG) Board Room, located at 326 Huss Dr, Suite 110, Chico, CA 95928. The room is available on the Board's meeting dates for the remainder of 2026 at a cost of \$165 per meeting. ***(Report – Dillon McGregor, GSA Program Manager)***

Members of the public addressing the Board on this item were Pam Dobson, Anne Dawson, and Patrizia Hironimus.

Action:

The Board determined that the meetings would continue to be held in the City of Chico City Council Chambers.

6. **COMMUNICATIONS AND REPORTS**

6.1 **Program Manager Report** *(Information Only - Dillon McGregor, GSA Program Manager)*

6.2 **Butte County Public Health Department Quarterly Well Permit Summary.** *(Information Only)* 6.3

Correspondence *(Information Only)*

7. **BOARD MEMBER REQUESTS FOR FUTURE ITEMS:**

This item was heard before agenda item 2.0.

Action:

Vice Chair Kimmelshue requested the board revisit the topic of removing the ‘non-dry year’ language in the Plan.

In addition, Vice Chair Kimmelshue requested staff coordinate a 15 minute presentation of “Alternative 3” submitted as public comment by Dr. Todd Greene regarding Groundwater Level SMC and Minimum Thresholds.

Directors Hawley and Graydon expressed support for both of these items to be brought to the board at the next meeting.

8. **ADJOURNMENT**

The meeting was adjourned to Closed Session at 5:56 PM.



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Professional Services Agreement No. 2026-04 with Paris Kincaid Wasiewski, LLP for Vina Groundwater Sustainability Agency Legal Services

Contact: Becky Anderson

Phone: (530) 552-3587

Meeting Date: October 14, 2026

Agenda Item: 3.2

Summary:

Paris Kincaid Wasiewski, LLP, currently provides general legal and litigation services to the Vina Groundwater Sustainability Agency under an existing agreement. That agreement is approaching its not-to-exceed amount. Staff recommends approving a new agreement with the firm to continue these services without interruption.

Requested Action: Approve Professional Services Agreement No. 2026-04 with Paris Kincaid Wasiewski, LLP for Vina Groundwater Sustainability Agency Legal Services Approve contract.

Attachment

- Professional Services Agreement No. 2026-04 with Paris Kincaid Wasiewski, LLP for Vina Groundwater Sustainability Agency Legal Services

**VINA GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT
No. 2026-04**

This Agreement is entered into as of the date last signed and dated below by and between the Vina Groundwater Sustainability Agency, a local government agency (“Agency”), and Paris Kincaid Wasiewski, LLP, a law firm that specializes in water related counsel (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on:

 X Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

 The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$1,000,000. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Agency based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Work Products

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared,

developed or created by Contractor under this Agreement and provided to Agency ("Work Product") shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise,

Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. As owner of the Confidential Material, the Agency shall be the party deciding whether the material is disclosed; the Contractor may not disclose Agency material without prior Agency authorization.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any Agency facility, plant, building, structure, utility system or other property (“Agency Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Agency Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Agency machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of

work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.3. Contractor may perform some of the Work pursuant to funding provided to the Agency by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on Agency and its sub-recipients (the "Funding Conditions"). For any such Work, if Agency informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to Agency's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Agency's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Agency. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b)

endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Contractor's relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal Agency court where Agency's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:

Vina Groundwater Sustainability Agency
Attn: Becky Anderson – Fairbanks
308 Nelson Avenue
Oroville, CA, 95965
E-mail: rfairbanks@buttecounty.ca.gov

Paris Kincaid Wasiewski, LLP:
Attn: Valerie Kincaid
1800 J Street
Sacramento, CA 95811
E-mail: ykincaid@pariskincaid.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Vina Groundwater Sustainability Agency:

Dated: _____

By: _____
Jeffrey Rohwer

GSA Board Chair

Paris Kincaid Wasiewski, LLP:

Dated: _____

By: _____
Valerie Kincaid, Partner

Reviewed for Contract Policy Compliance Approved as to Form

Dated: _____

By: _____
Becky Anderson - Fairbanks, GSA Program Manager

Dated: _____

By: _____
Valerie Kincaid, GSA Legal Counsel

Exhibit A

SCOPE OF WORK AND FEE SCHEDULE

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below: The Contractor will provide general counsel legal services to the Agency.

These services may include, but are not limited to:

1. advising and representing the Agency in matters related to the Sustainable Groundwater Management Act, including the proceedings to prepare and adopt a Groundwater Sustainability Plan (GSP) for the Vina Subbasin;
2. advising the Agency regarding general California public agency law, including the Brown Act, California Public Records Act, Joint Powers Act, Political Reform Act, conflict of interest laws and other areas;
3. attending the Vina Groundwater Sustainability Agency Board of Directors and Advisory Committee meetings as requested by the Agency Manager.
4. providing strategic advice regarding relations with other public and private entities, as requested;
5. preparing and reviewing contracts, legal memoranda, resolutions and other legal documents for the Agency;
6. investigating claims and complaints against the Agency;
7. representing the Agency, or supervising the representation of the Agency, in litigation; and,
8. advising the Vina GSA Board of Directors and GSA staff on other legal matters as requested.

The Contractor will assign Ms. Valerie Kincaid as Lead Counsel to Vina GSA. The Contractor will assign other supporting attorneys as Supporting Counsel. Lead Counsel shall attend Vina GSA Board of Director Meetings and Board Committee Meetings upon the request of the Vina GSA Board of Directors. Attendance may be required in person or by remote conference depending on the Board's direction.

Fee Schedule: The Agency will reimburse Contractor for actual costs and expenses based on the submission of monthly invoice statements submitted to the Agency. Cost reimbursements would include all necessary and actual costs and expenses incurred by Contractor. The hourly billing rate is \$375 for Valerie Kincaid and \$325 for all supporting attorney hours.

The Contractor will provide the Agency with changes to the billing rate as necessary. Contractor will itemize all costs incurred on each monthly statement.



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Professional Consideration of Fiscal Year 2025-26 Annual Operations Budget Adjustment

Contact: Christina Buck

Phone: (530) 552-3593

Meeting Date: October 14, 2026

Agenda Item: 3.3

Summary:

The Vina Groundwater Sustainability Agency Fiscal Year 2025-2026 Budget currently is showing a small remaining deficit after the Board approved the previous \$1,200,000.00 budget adjustment at its July 8, 2026 special meeting. To close out the 2025-2026 fiscal year, the Board needs to approve a final appropriation from the Agency's designated fund to bring the past year's budget into balance. Sufficient funds for this purpose exist in the Agency fund held by Butte County. The funds that would be used to close the deficit are grant funds received but not accounted for in the original budget.

The Interim Program Manager now is seeking the Board's authorization to make a final adjustment to the FY 2025-26 budget to align the amount the Board originally appropriated with the actual amount spent with all grant funding and project expenditures accounted for. This action would not result in any new expenditures or programs and does not require use of reserves or affect the fee setting budget or Sustainable Groundwater Management Act (SGMA) regulatory fee. As noted, approval of this request will simply designate existing grant funds as spent in the appropriate fiscal year for accounting and audit purposes. Once staff determines the final amount in coordination with the County Auditor, the Interim Program Manager will report back to the Board on the final number.

Note that the proposed action is based on the recommendation for closing the FY 2025-2026 budget deficit made by the Butte County Auditor's staff. This adjustment is also necessary to ensure that all invoices for work in the FY 2025-2026 budget year submitted to the County Auditor can be paid.

Requested Action:

Approve Authorize the Interim GSA Program Manager to determine, in consultation with County Auditor's staff, the final budget adjustment required to balance the Fiscal Year 2025-26 budget Amendment and to report back on that final adjustment amount at the next board meeting. The Board will be asked to adopt a resolution at its next meeting authorizing the final adjustment amount to ensure that it is appropriately documented.



Vina Groundwater Sustainability Agency

Agenda Transmittal

Subject: Presentation and Discussion of 'Alternative 3' Approach to setting Minimum Thresholds for the Groundwater Level Sustainability Indicator

Contact: Christina Buck

Phone: (530) 552-3593

Meeting Date: October 14, 2026

Agenda Item: 5.1

Summary:

At the September 9, 2026, Vina GSA Board meeting, staff was directed to bring a presentation of "Alternative 3" by Dr. Todd Greene. Alternative 3 was submitted to the Board as a public comment on August 3, 2026. It describes an alternative Minimum Threshold (MT) approach that would combine Local Management Levels with raised MTs, setting MTs at 40 feet below the Measurable Objective at each of the 29 Representative Monitoring Sites in the expanded network for the Groundwater Level sustainability indicator.

Attachments:

1. Public Comment submitted by Dr. Todd Greene on August 3, 2026, explaining his proposed 'Alternative 3'
2. Slides provided by Dr. Todd Greene

From: Todd J Greene

Sent: Monday, August 3, 2026 9:50 PM

To: VINAGSAPUBLICCOMMENTS@CHICOCA.GOV

[<VINAGSAPUBLICCOMMENTS@CHICOCA.GOV>](mailto:VINAGSAPUBLICCOMMENTS@CHICOCA.GOV)

Subject: Public comment for Vina sub-basin GSP Periodic Evaluation regarding RCA 3

This public comment is directed to the Vina GSA Board regarding the 5-year GSP Periodic Evaluation. I am a professor of Geology at Chico State and a member of the Vina sub-basin SHAC (Stakeholder Advisory Committee) as the "Water Scientist" and I am on the LEG (Local Expert Group). Although the 2022 GSP was approved by DWR, they had a number of Recommended Corrective Actions (RCAs), and I'd like to point you towards RCA 3. In particular, I'd like to address RCA 3b and 3c that have to do with Minimum Thresholds (MTs) and Measurable Objectives (MOs), and the newly proposed Local Management Levels (LMLs).

MAIN POINT:

My main concern is that the current MT levels are way too low (averaging 63 feet below MO levels). The average historical range (highs to lows) of all RMS (Representative Monitoring Site) wells is approximately 20 feet for the last 25-year period. Current MT levels are set 3-4 times lower than that historical range! If current MT levels are reached, I would predict there would be catastrophic irreversible consequences such as subsidence issues, destruction of ecosystems that take generations to rebuild, and loss of groundwater storage. These MT levels are lower than our neighboring sub-basins, which causes problems with inter-basin coordination. And, since MT levels provide the only regulatory "hook" with regard to groundwater levels and storage, I believe this "hook" would come way too late to avoid permanent problems.

BACKGROUND:

Staff provided two alternatives to the SHAC for how the current state of how groundwater levels are monitored in the 29 RMS wells:

Alternative 1 keeps the 2022 GSP MT levels where they are and adds LMLs (15 feet below MO levels) to 14 of 29 RMS wells. I believe LMLs are a helpful non-regulatory alert that would warrant attention from staff and could possibly lead to mitigating actions. Using the post-1980 well database, Alternative 1 puts 18% (266 of 1472 domestic wells) "at-risk", meaning they are shallower than the MT levels. Keep in mind these numbers are minimums since they exclude pre-1980 wells.

Alternative 2 revises the 2022 GSP MT levels. The deeper of two options is used: 1) 20 feet below the MO, or 2) the level at which only 5% of post-1980 domestic wells are "at-risk". All 29 RMS wells (except 2) fall under the 2nd option. Also, there are no LMLs for Alternative 2. On average, Alternative 2 actually puts 6% of domestic wells "at-risk" (95 of 1472 domestic wells). The SHAC voted (5-2) for Alternative 2 led by my motion since this was the only alternative that raised most (but not all) MT levels. However, I now believe we can do better.

PROBLEMS WITH BOTH ALTERNATIVES:

Alternative 1 does nothing to the already too deep MT levels. Alternative 1 only adds LMLs to 14 of 29 wells, which I believe is insufficient to protect domestic wells and groundwater dependent ecosystems (GDEs) across the sub-basin.

Alternative 2 actually revises the 2022 GSP MT levels. Although on average Alternative 2 mostly moves MTs to a higher elevation and protects more domestic wells than Alternative 1, Alternative 2 still has MTs that are unusually low in some wells (even lower than Alternative 1 MTs) and has no LMLs. This is mostly because the post-1980 domestic well database is not consistent across all polygons. Some polygons have very few wells (as low as 1), while others have more than 300 wells. Therefore, Alternative 2's methodology of only holding 5% of domestic wells at-risk can produce very unusual MT elevation results for polygons with low well counts.

PROPOSED SOLUTION: ALTERNATIVE 3

Instead of relying solely on the domestic well database for establishing MT levels, Alternative 3 uses a straight 40 feet below MOs for each hydrograph (except the Chico Management Area wells, those are untouched). I chose 40 feet because the average historical range (highs minus lows) of hydrographs over the 25-year time period is about 20 feet. By choosing 40 feet below MO for MTs, we're allowing for TWO more drops of the historical range (instead of 3-4 drops of current MT levels) before MTs are reached. In other words, if we can't stop our water levels from dropping twice the historical range in 25 years, we're not managing our aquifer sustainably. Also, by choosing 40 feet below MOs, we can still see how many domestic wells are at-risk for each polygon, and there are not unusually low MTs due to low well counts in any polygon.

Alternative 3 still puts 6% of the domestic wells at risk (compared to 6% for Alternative 2 and 18% for Alternative 1). However, the average "operational range" (MO minus MT elevation) for Alternative 3 (39 feet) is much more reasonable than Alternative 2 (55 feet) or Alternative 1 (63 feet).

Alternative 3 also includes LMLs (15 feet below MO levels) for all wells except Chico Management Area (MA) wells compared to only 14 wells in Alternative 1 and 0 wells for Alternative 2. Alternative 3 provides a much-needed alert system across the entire sub-basin and provides alerts to help protect GDEs.

I've attached a number of items on this email for the Board to review and compare the different alternatives. They are very similar to the data you've received for Alternatives 1 and 2.

- The map is the same format as Alternative 1 and 2 maps, but the domestic well count numbers have been updated for each polygon for Alternative 3.
- The hydrographs that I'm including have a lot of information. They include: MOs, interim milestones, LMLs, and the MTs for Alternatives 1, 2, and 3. They also include the domestic well counts at-risk for Alternatives 1, 2, and 3 (these counts are a bit hidden, just look at the legends on the right side of the hydrographs).
- The table at the end includes a lot of numbers, but essentially is a repeat of what's on the hydrographs.

COMMON ARGUMENTS AGAINST RAISING MT LEVELS:

- *Why change MT levels if DWR isn't requiring us to do so?*

Just because DWR approved our GSP, that doesn't make it the right thing to do for our sub-basin. Look at the hydrographs and ask yourself if the current MT levels (Alternative 1) are reasonable.

- *Raising MT levels don't protect domestic wells.*

Current MT levels leave 18% of domestic wells dry (Alternative 1), compared to only 6% for Alternatives 2 or 3. Yes, well mitigation plans actually help domestic wells users recover losses from their wells going dry, but if we can prevent less wells from going dry, why wouldn't we want to do that?

- *Raising MT levels provide less operational flexibility.*

No. In the past 25 years, levels have fluctuated by approximately 20 feet. By providing a 40-foot buffer (Alternative 3), this provides two more "historical ranges" for plenty of operational flexibility.

- *Our aquifer always recovers, so why change MT levels?*

Yes, our aquifer recovers through droughts if our window of observation is a 20-foot range and if we're considering a 25-year history (or even longer). But current MT levels allow for

levels to reach groundwater elevations that we have NEVER seen. In fact, NEVER times 3 or 4! If levels come even close to current MT levels, I believe irreparable damage would be done to our aquifer. So, yes, our aquifer recovers if we stay within our historical range, but nobody's seen what will happen if we drop 3-4 times the historical range.

I hope the Board will consider and choose Alternative 3 for RCA 3 and protect our aquifer in the challenging times ahead.

Thanks for reading,

Todd Greene

--

Todd J. Greene

Professor

Department of Earth and Environmental Sciences

California State University, Chico

400 W. 1st St.

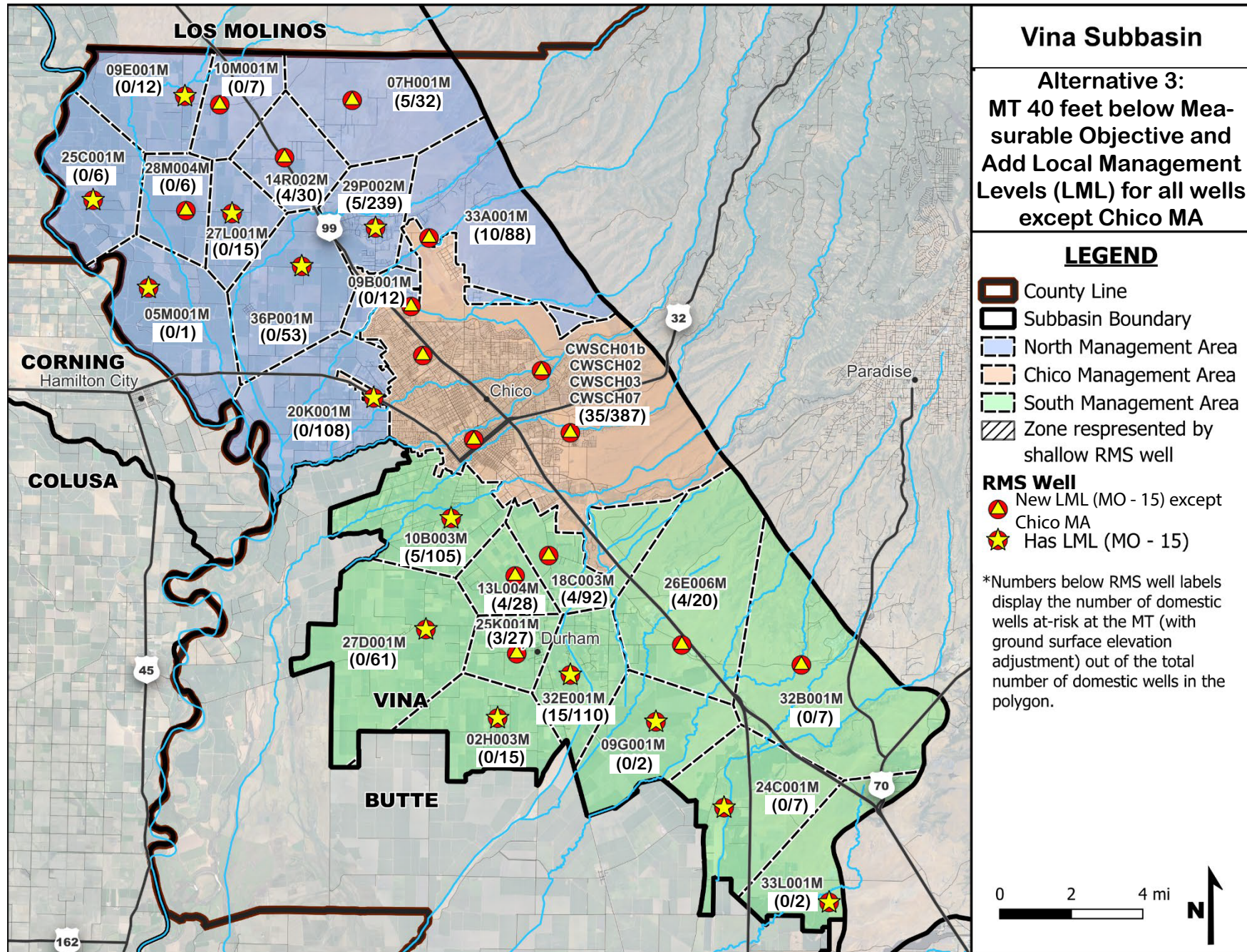
Chico, CA 95929-0205

office: (530) 898-4300

<http://toddgreene.weebly.com>

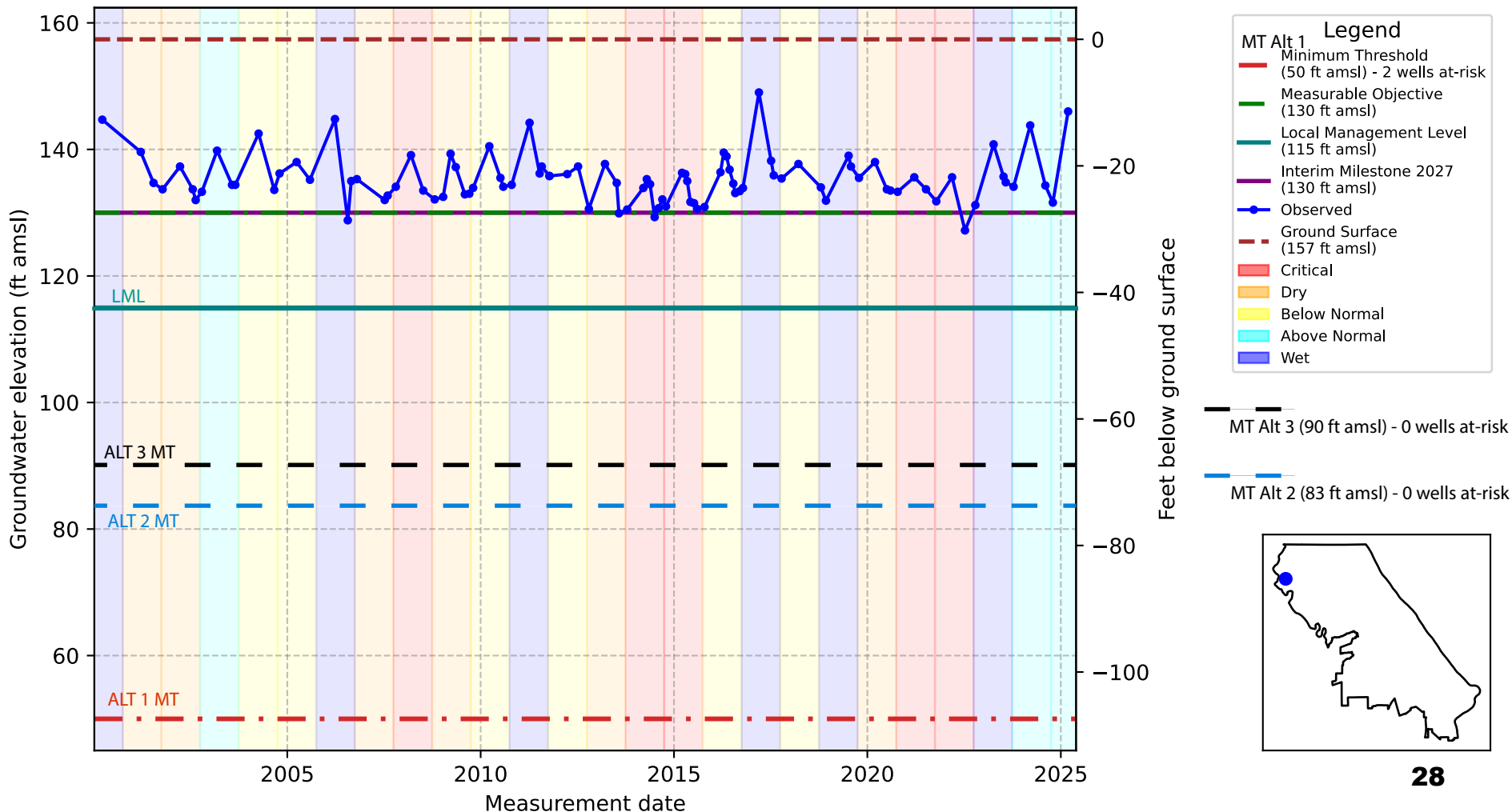
tjgreene@csuchico.edu

Alternative 3: MT 40 ft below Measurable Objective and Local Management Level for all wells except Chico MA



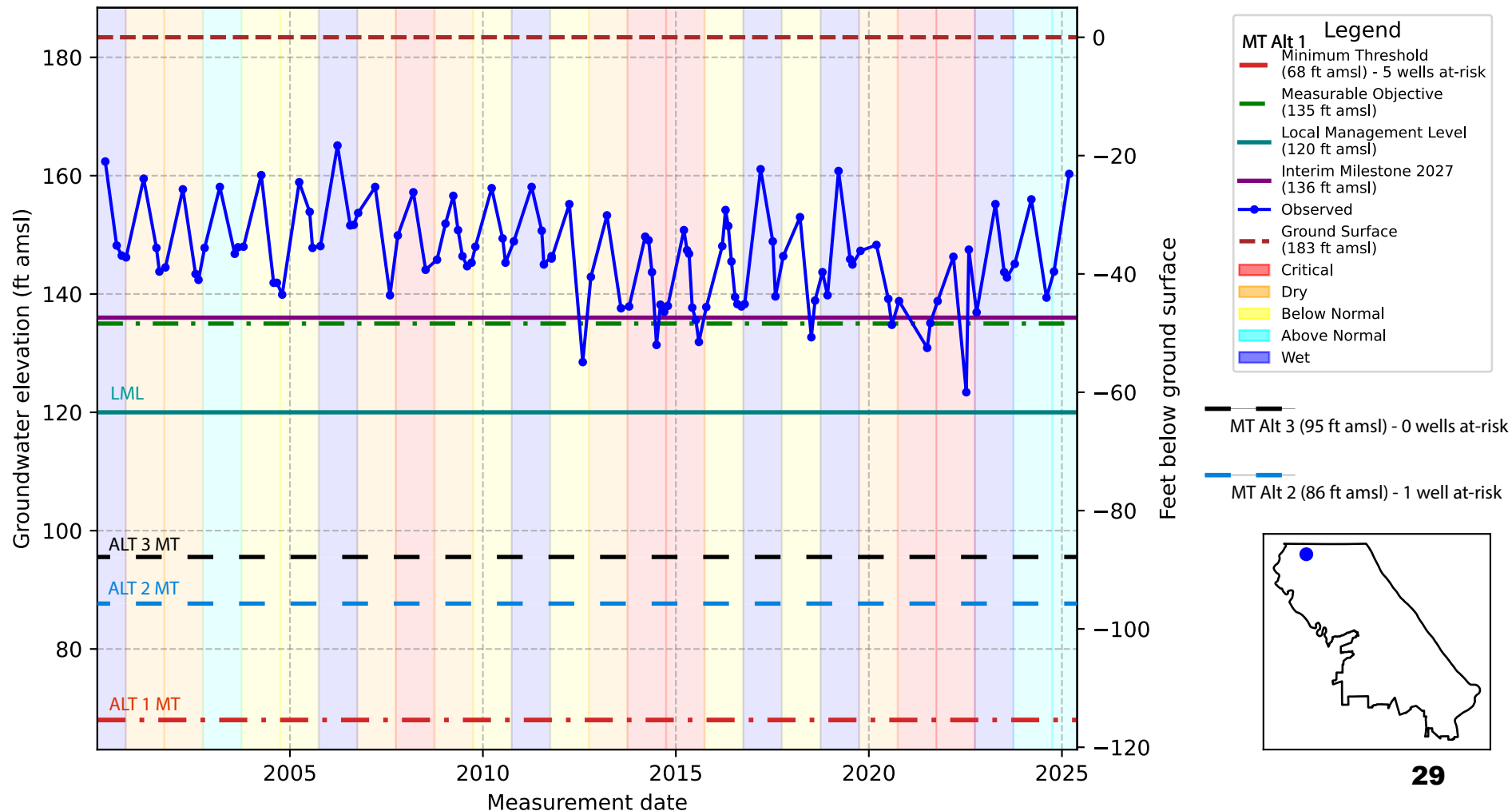
Vina Subbasin - State Well Number (SWN): 23N02W25C001M

Total Number of Domestic Wells = 6



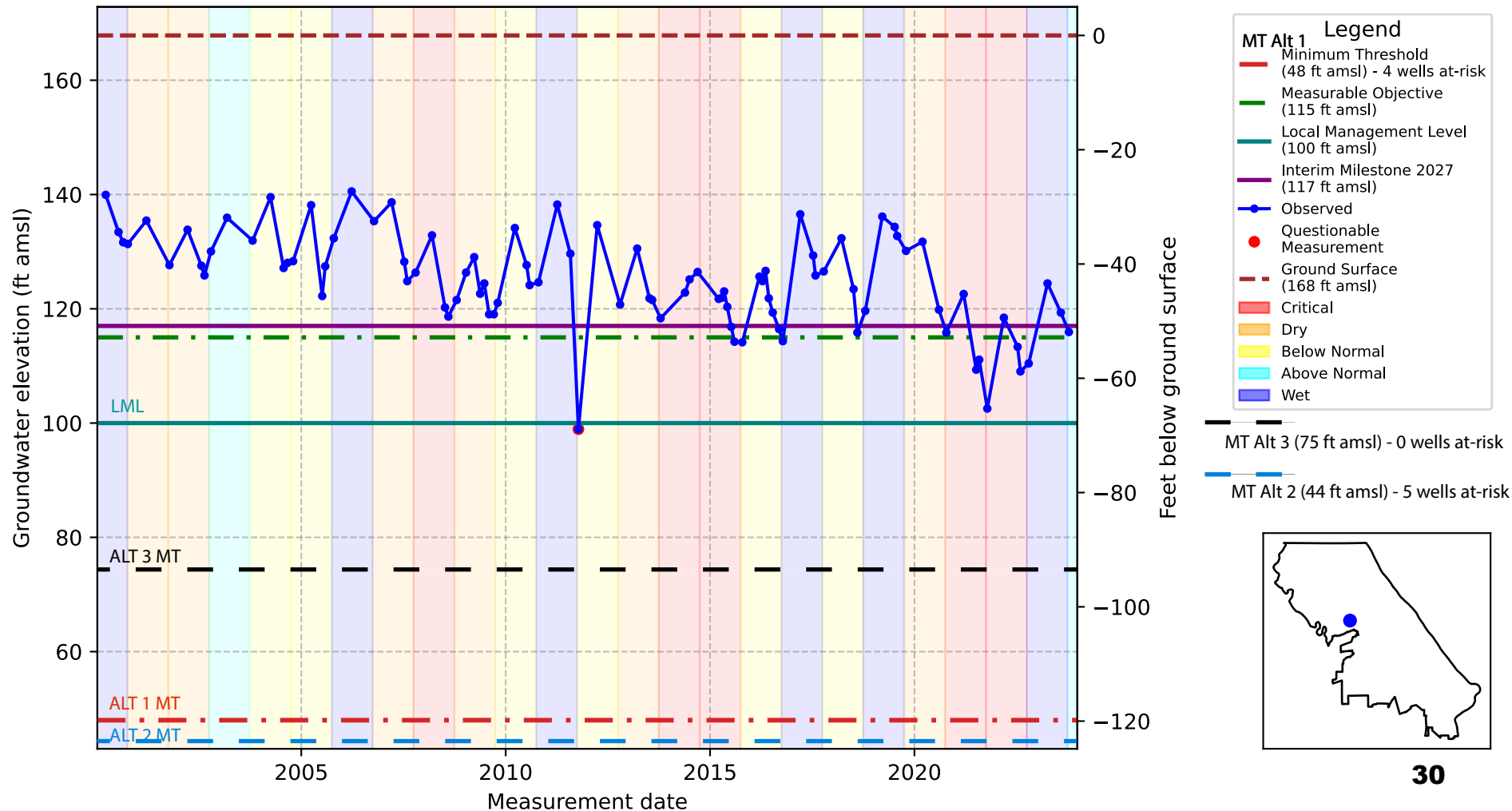
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Total Number of Domestic Wells = 12



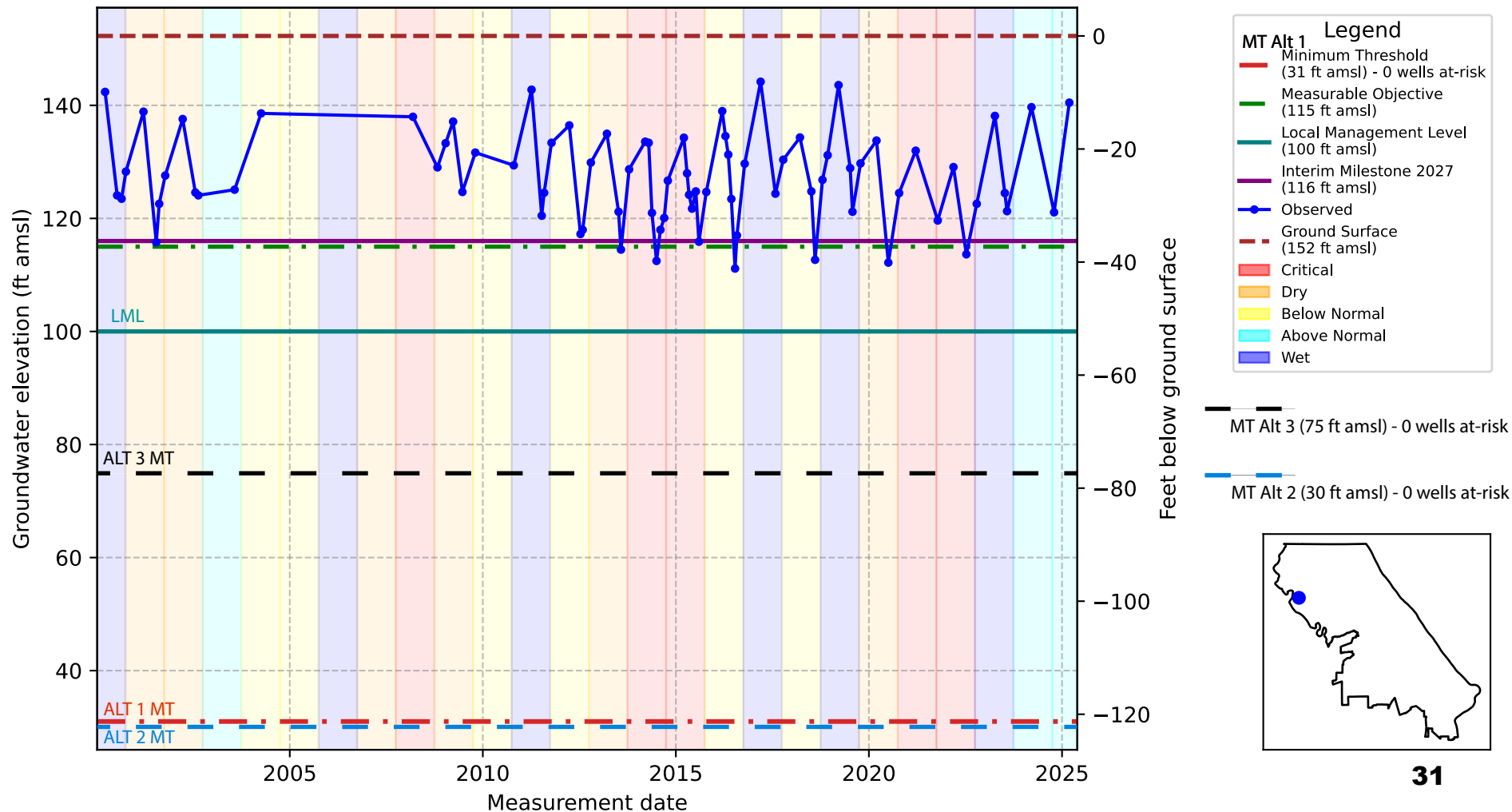
Vina Subbasin - State Well Number (SWN): 22N01E20K001M

Total Number of Domestic Wells = 108



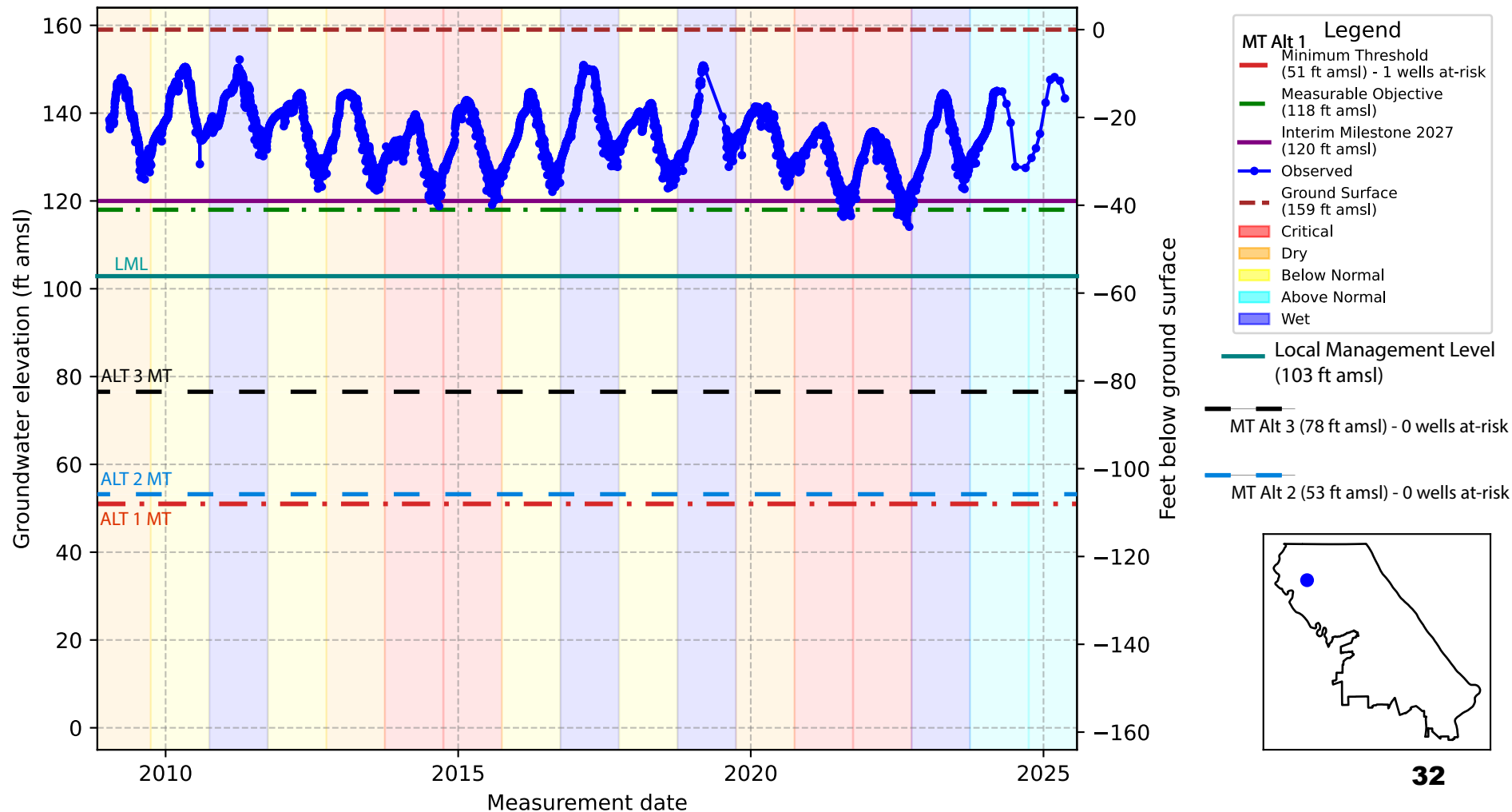
Vina Subbasin - State Well Number (SWN): 22N01W05M001M

Total Number of Domestic Wells = 1



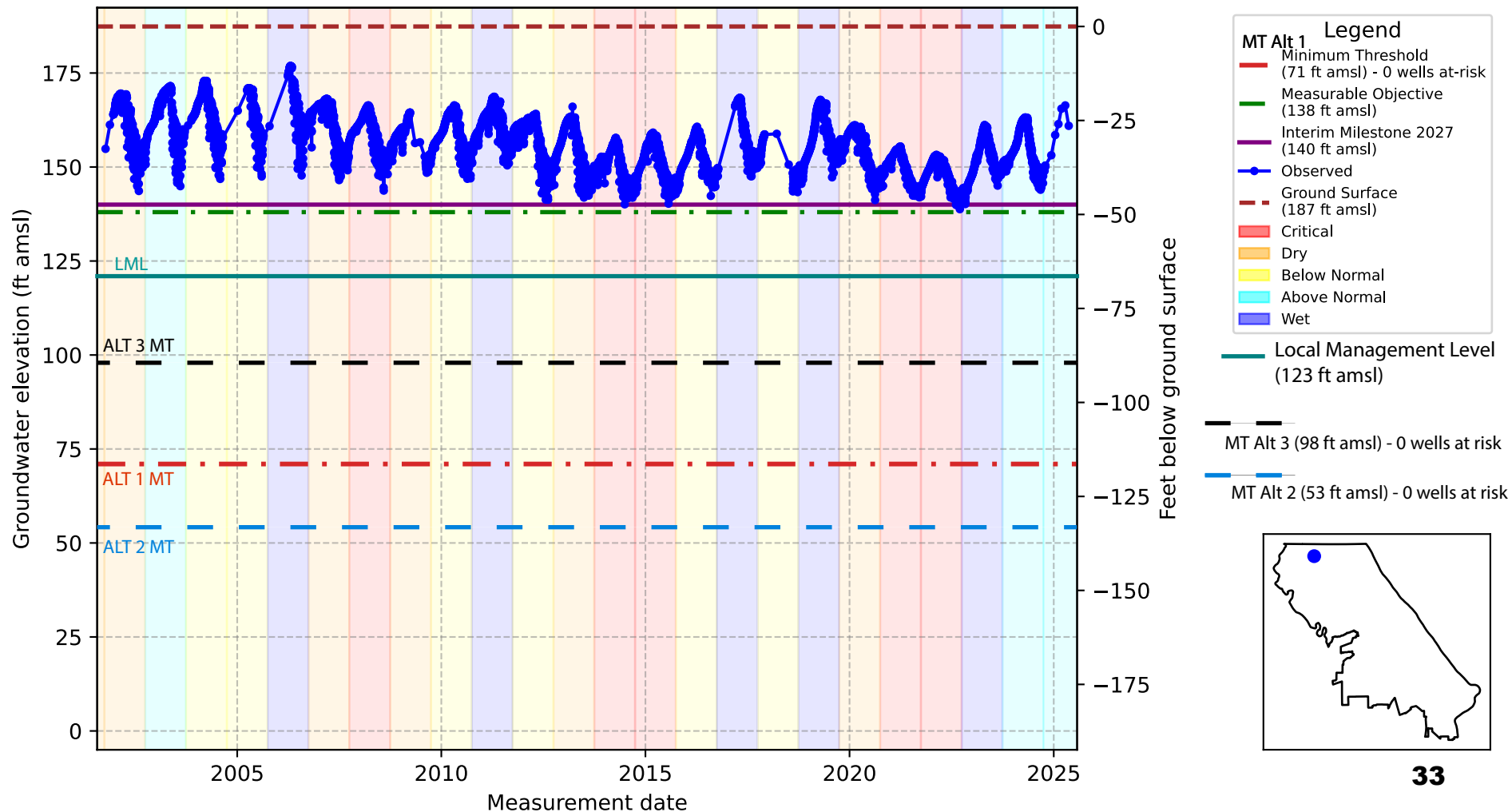
Vina Subbasin - State Well Number (SWN): 23N01W28M004M

Total Number of Domestic Wells = 6



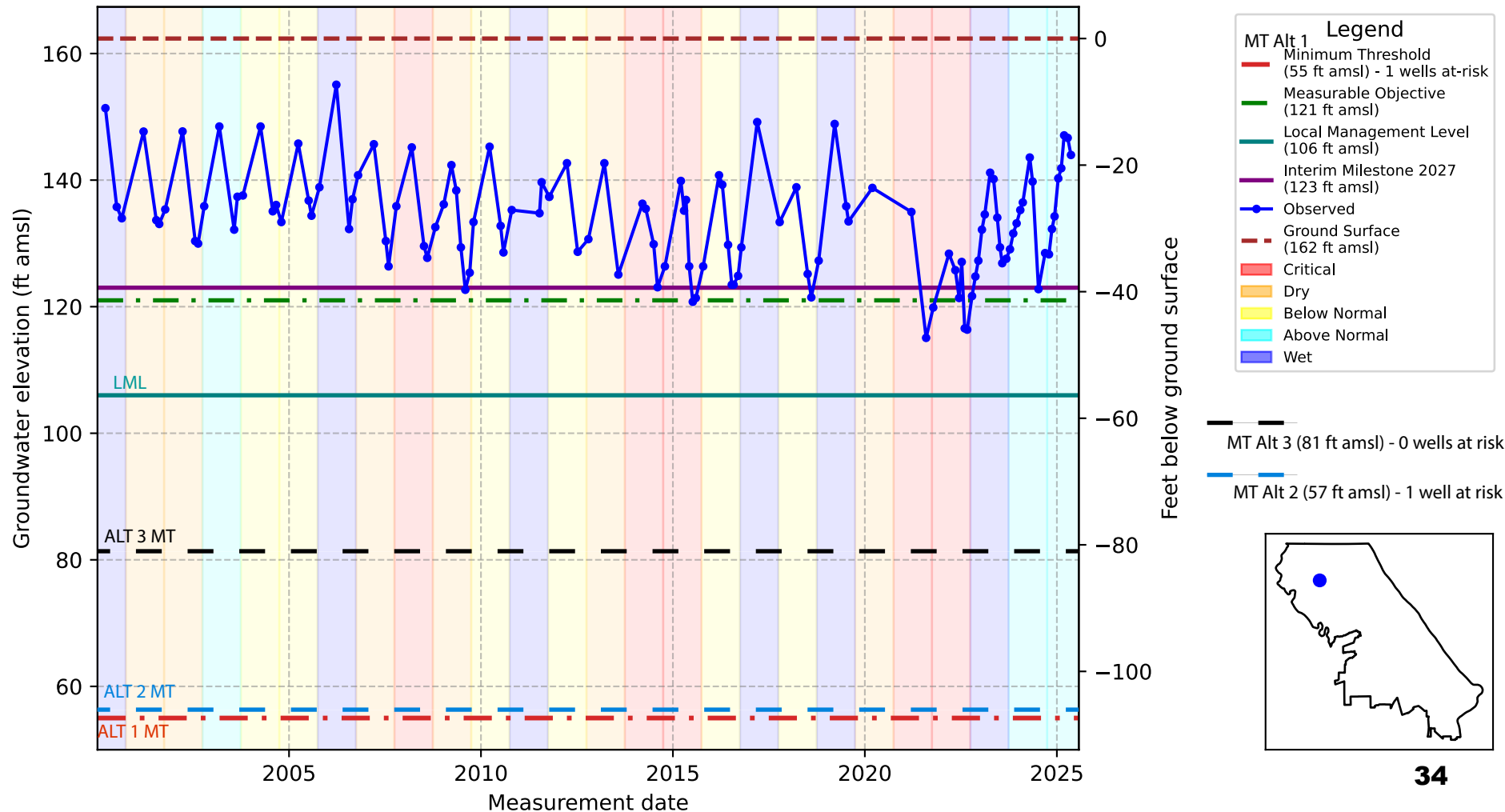
Vina Subbasin - State Well Number (SWN): 23N01W10M001M

Total Number of Domestic Wells = 7



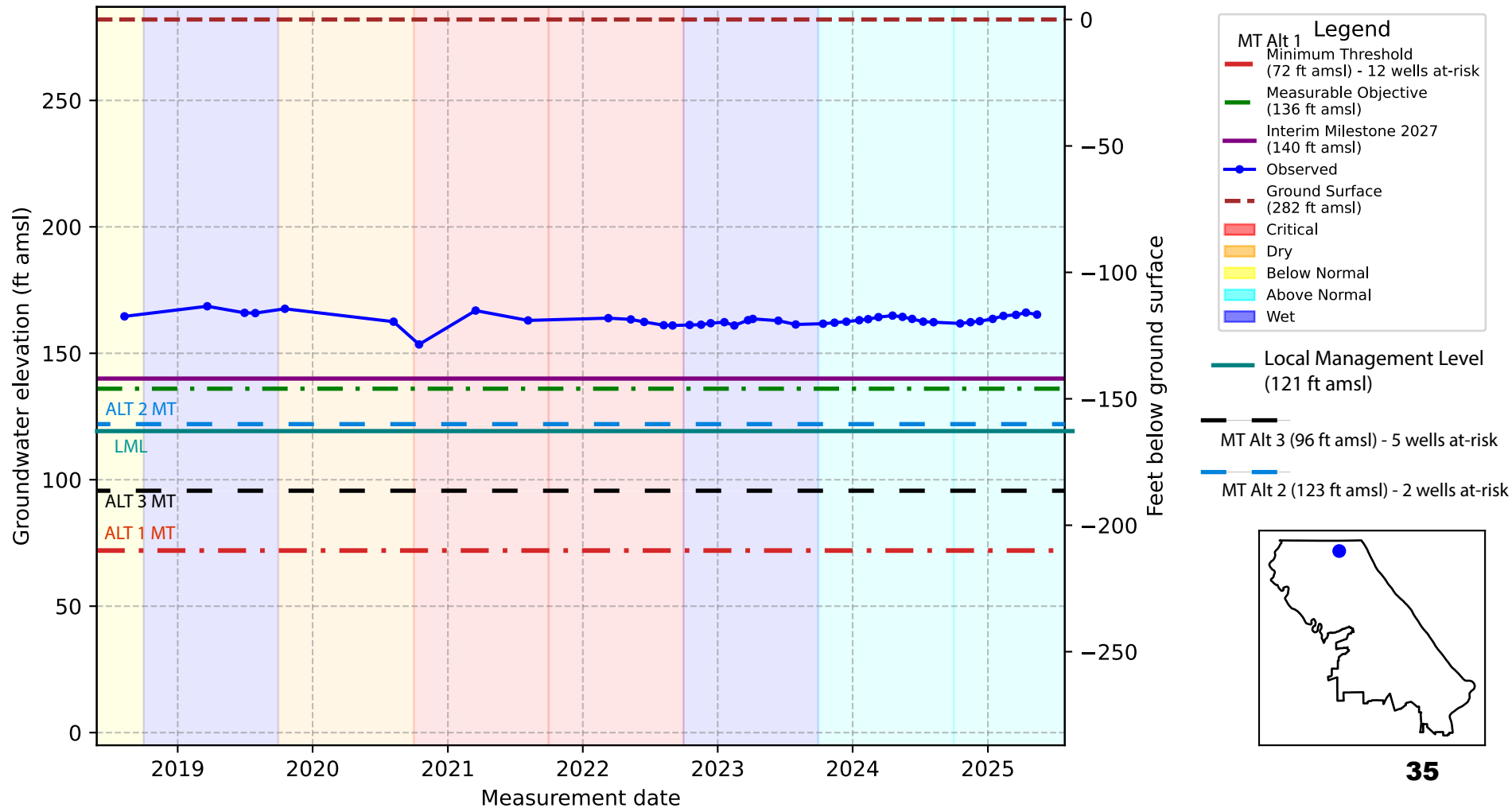
Vina Subbasin - State Well Number (SWN): 23N01W27L001M

Total Number of Domestic Wells = 15



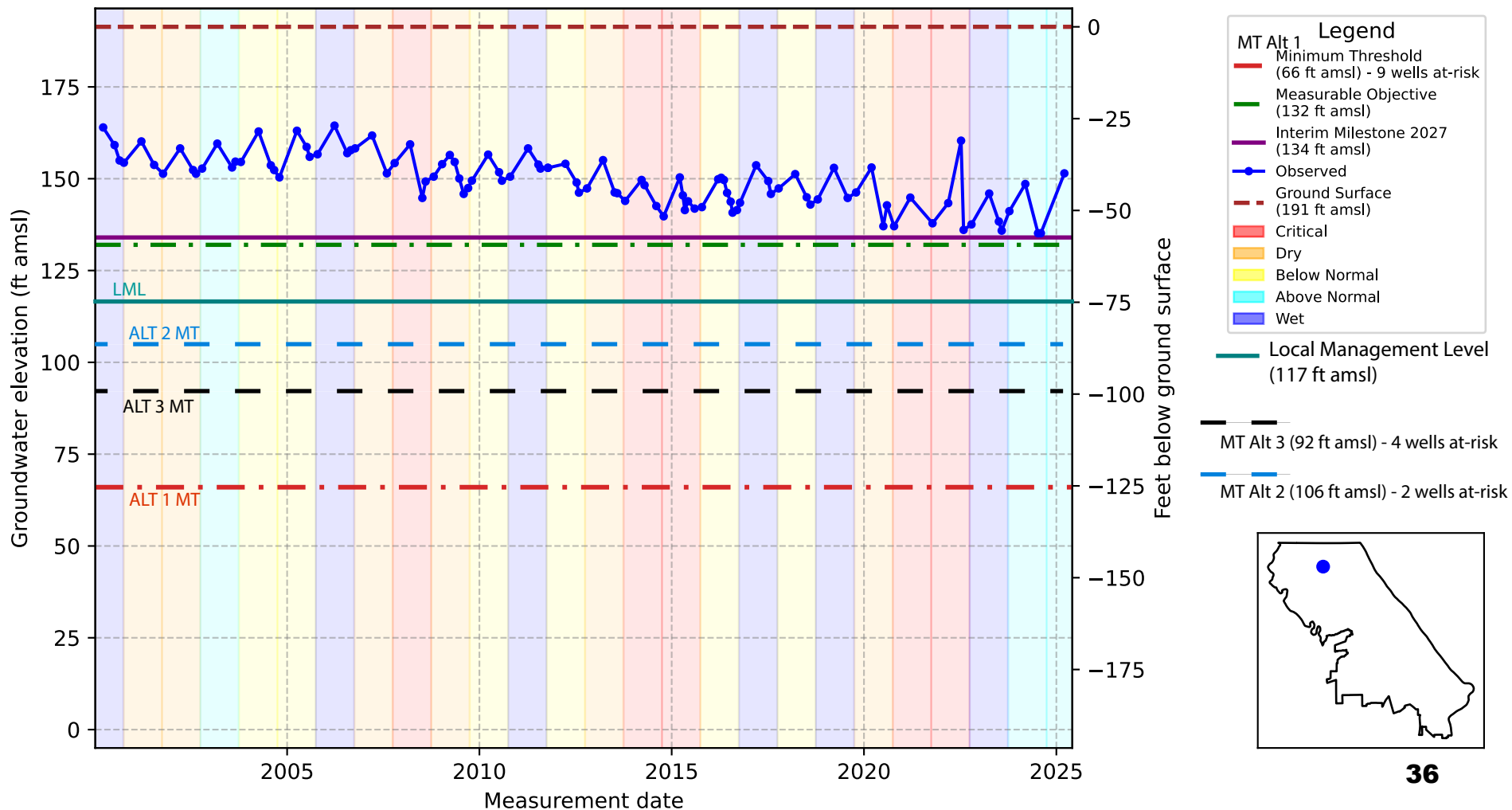
Vina Subbasin - State Well Number (SWN): 23N01E07H001M

Total Number of Domestic Wells = 32



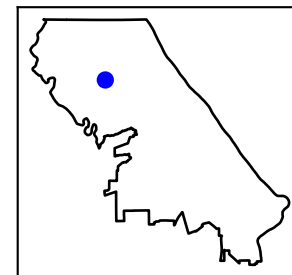
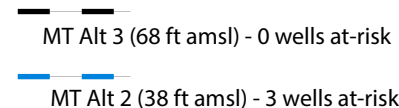
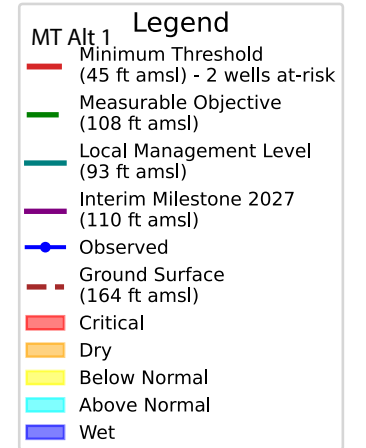
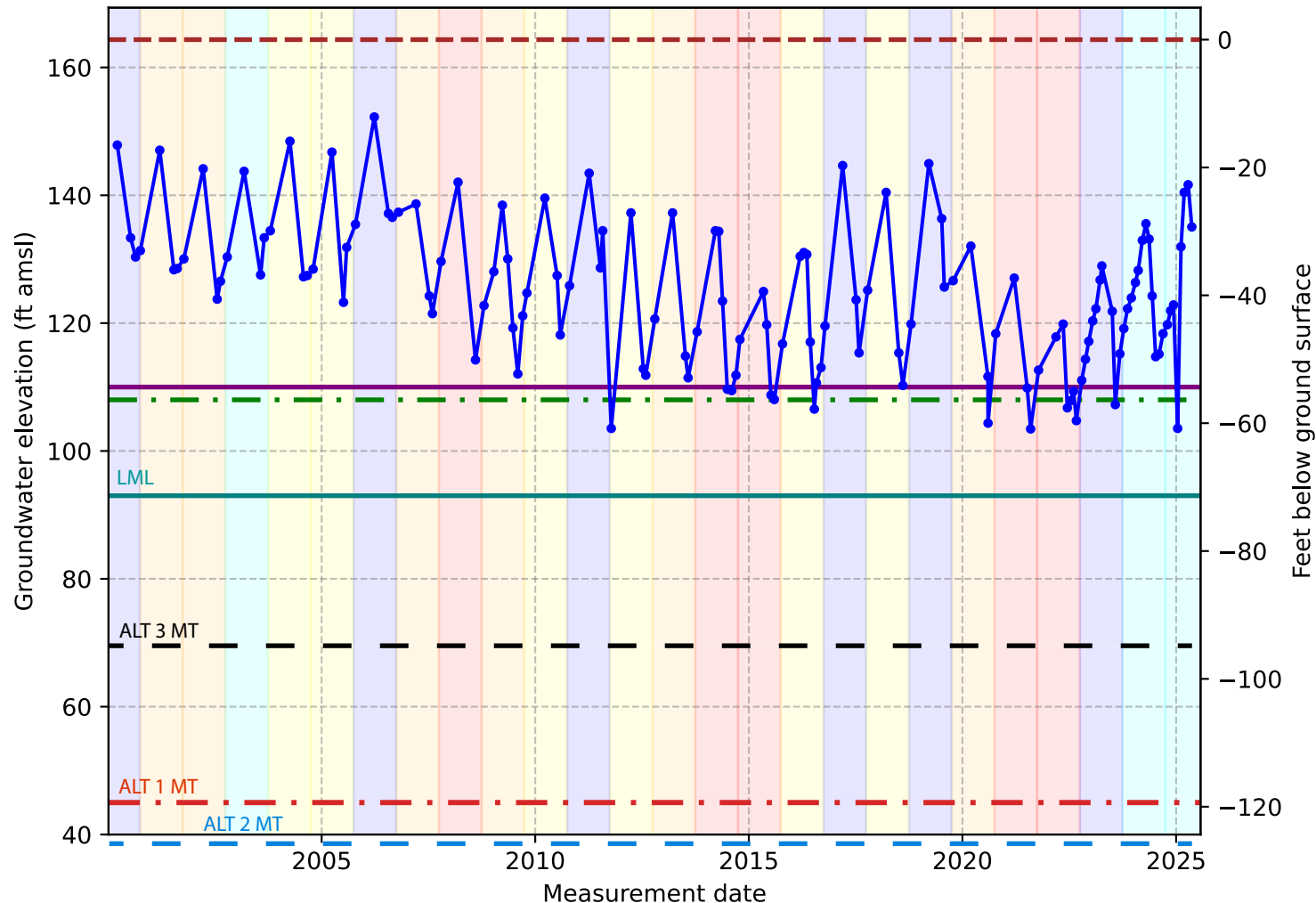
Vina Subbasin - State Well Number (SWN): 23N01W14R002M

Total Number of Domestic Wells = 30



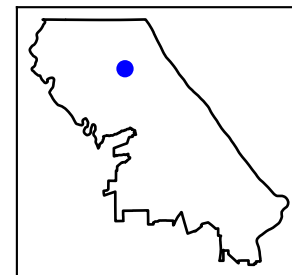
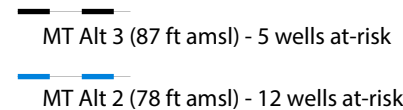
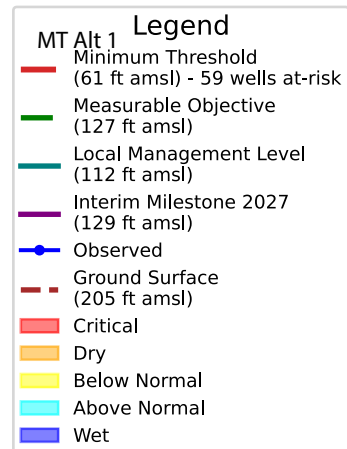
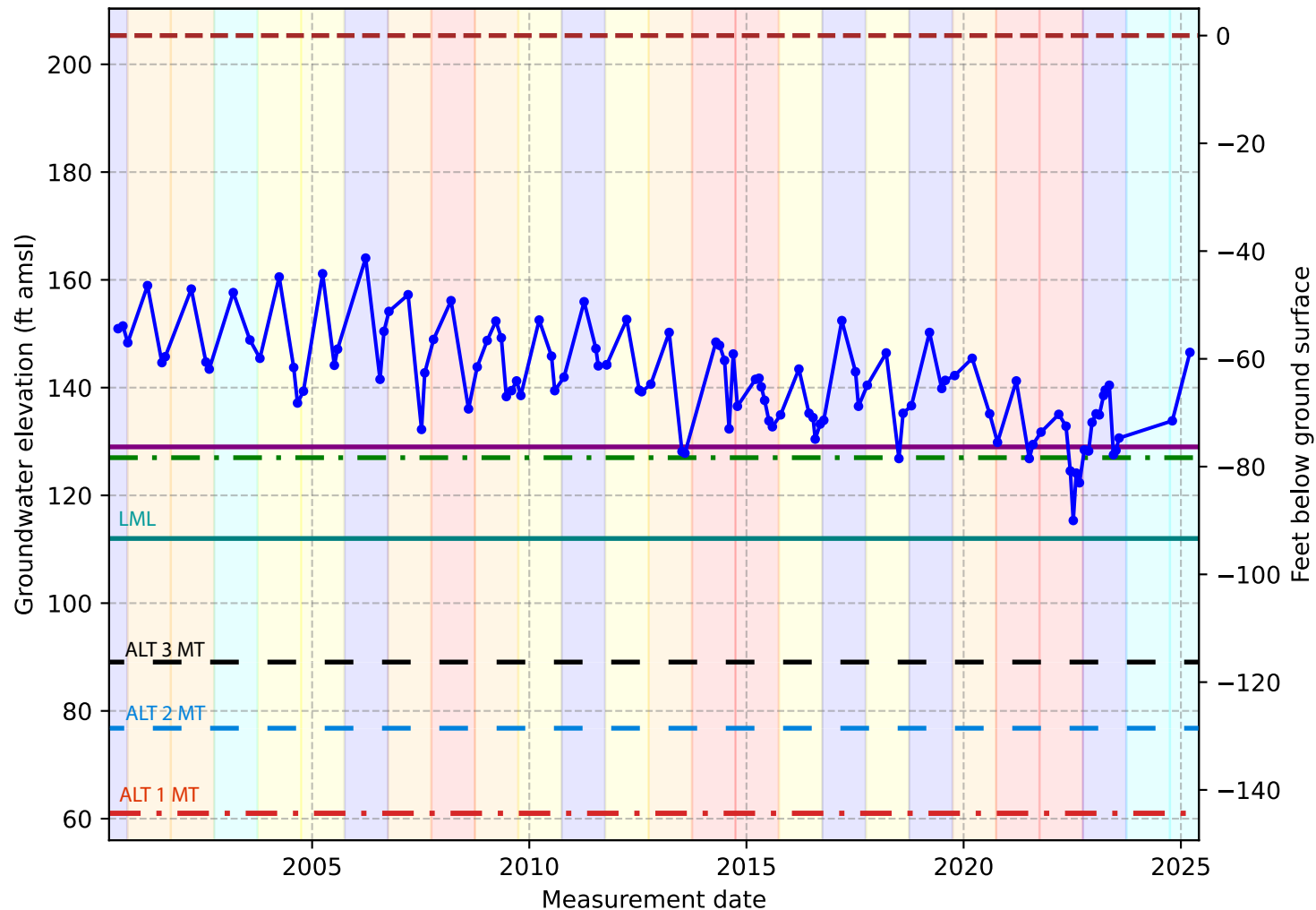
Vina Subbasin - State Well Number (SWN): 23N01W36P001M

Total Number of Domestic Wells = 53



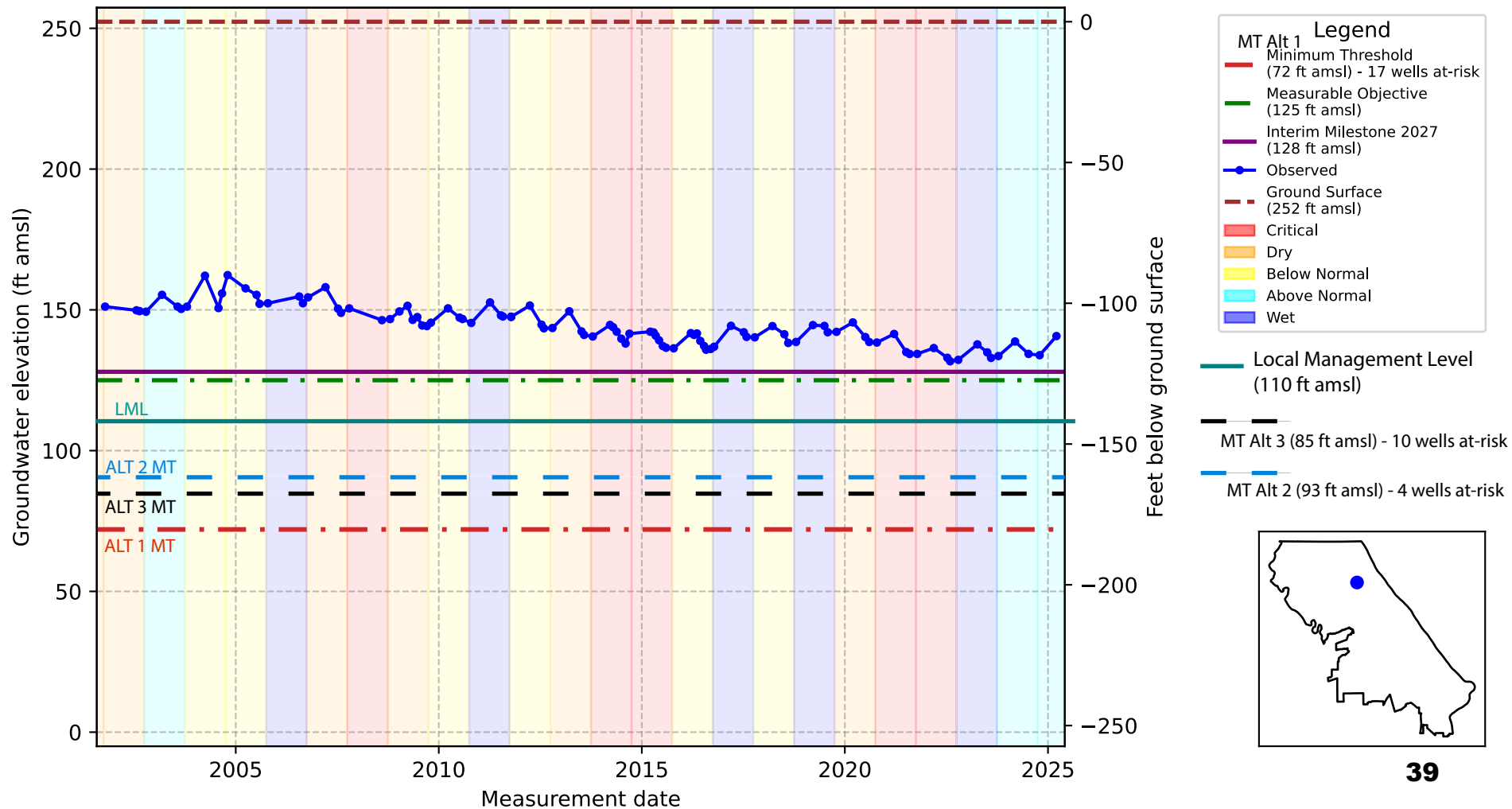
Vina Subbasin - State Well Number (SWN): 23N01E29P002M

Total Number of Domestic Wells = 239



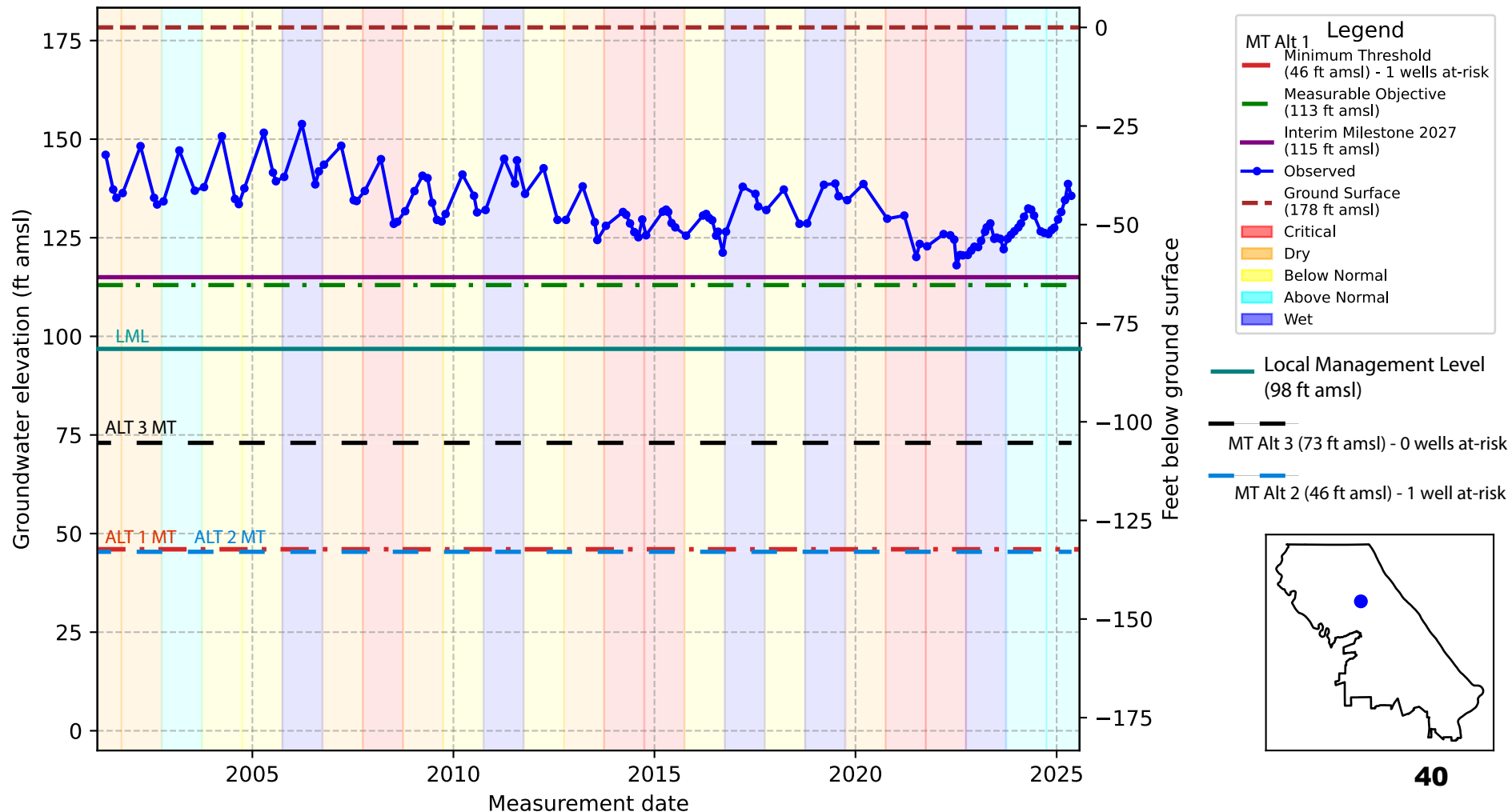
Vina Subbasin - State Well Number (SWN): 23N01E33A001M

Total Number of Domestic Wells = 88



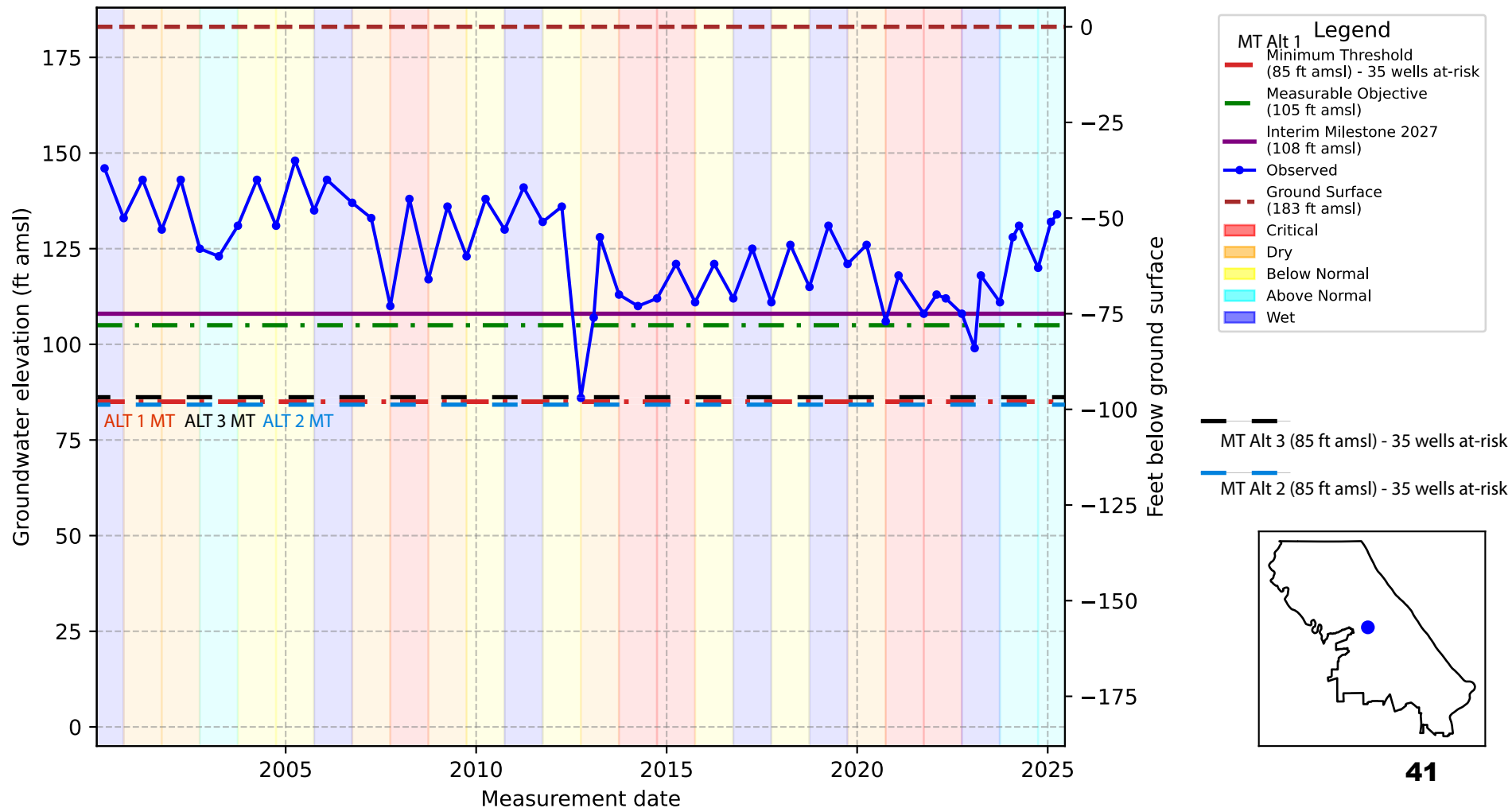
Vina Subbasin - State Well Number (SWN): 22N01E09B001M

Total Number of Domestic Wells = 12



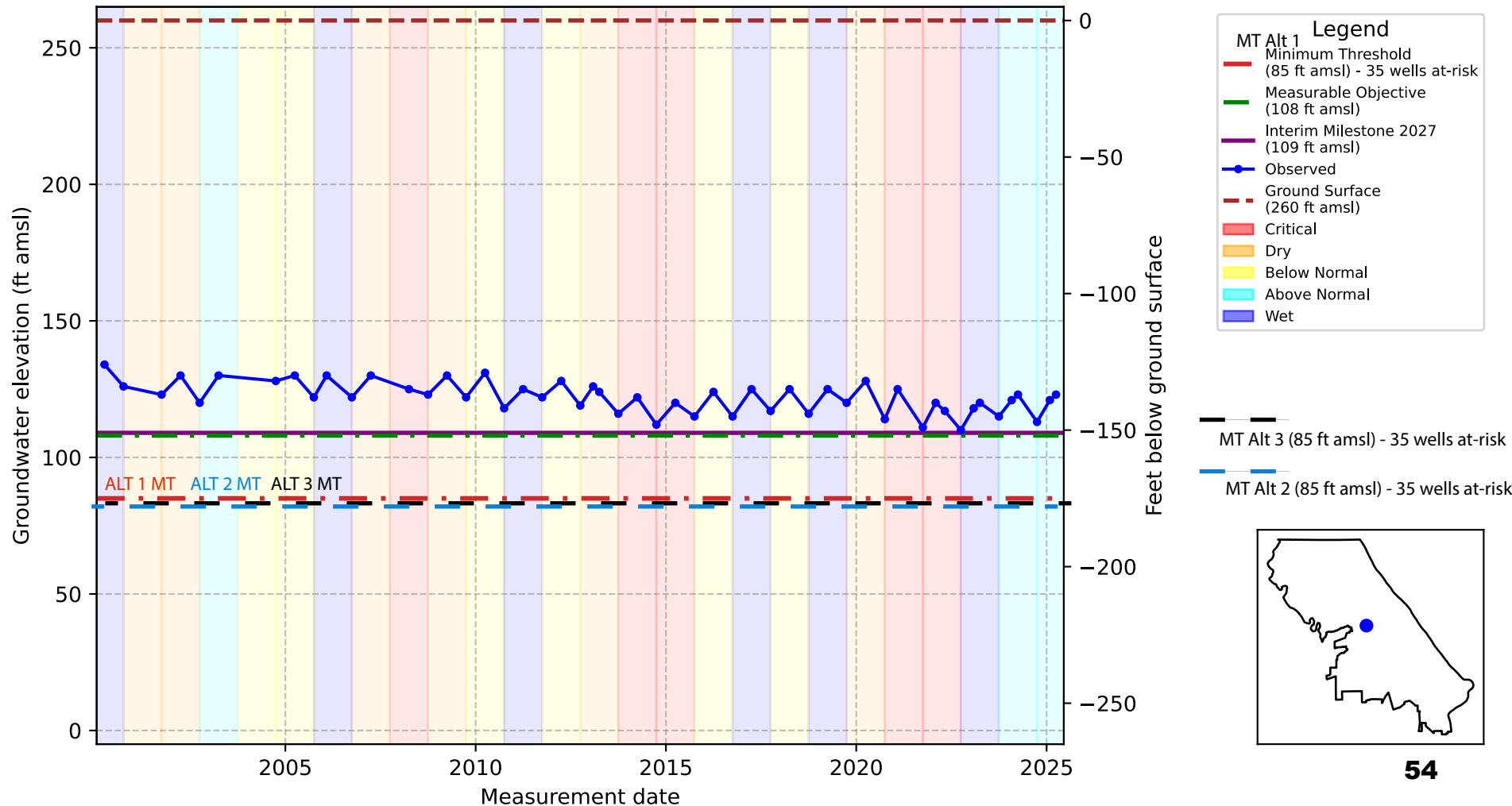
Vina Subbasin - State Well Number (SWN): CWSCH02

Total Number of Domestic Wells = 387



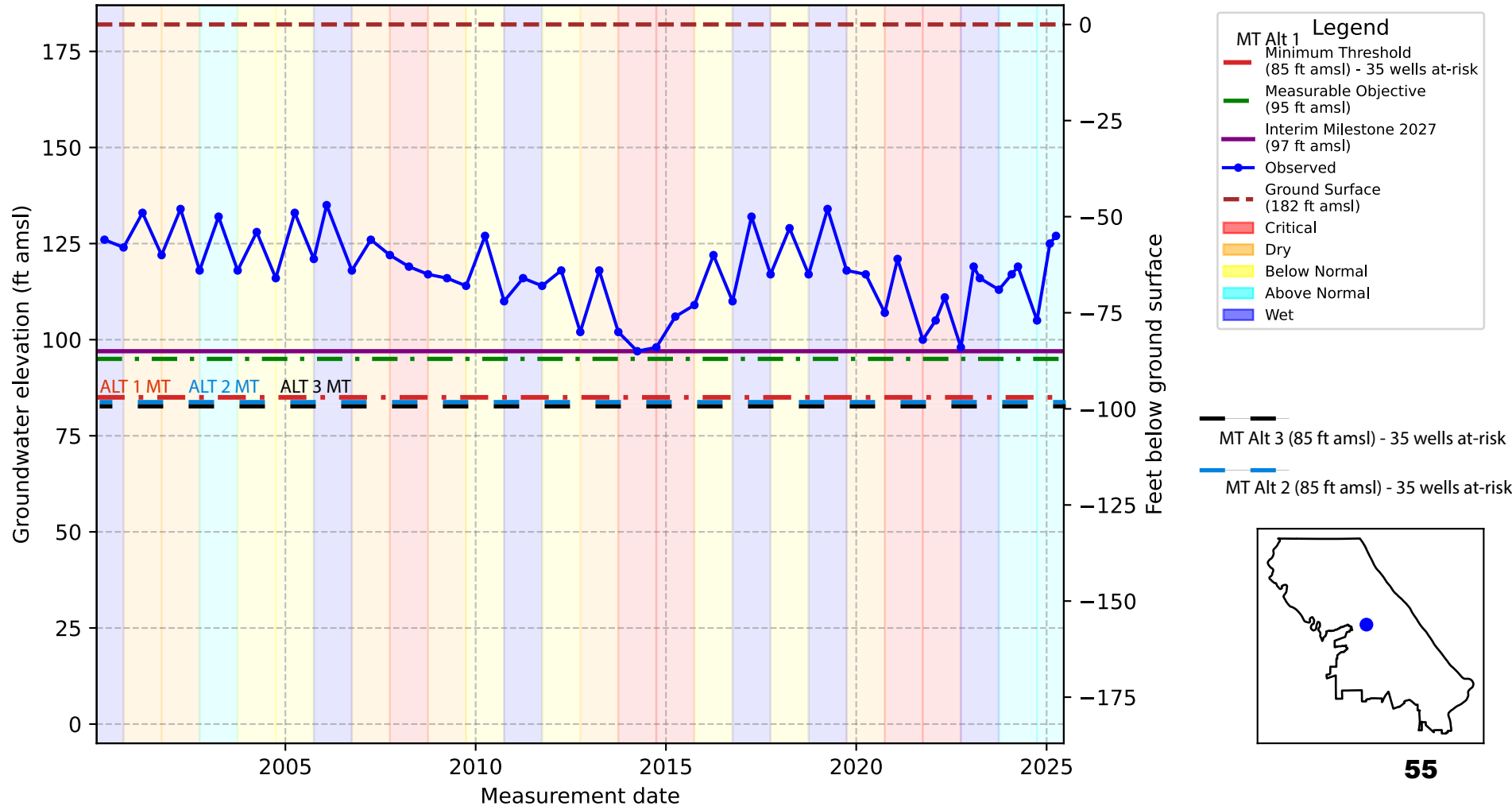
Vina Subbasin - State Well Number (SWN): CWSCH03

Total Number of Domestic Wells = 387



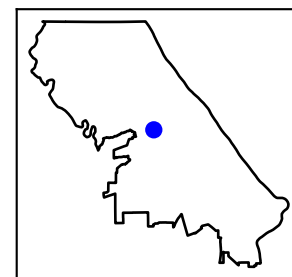
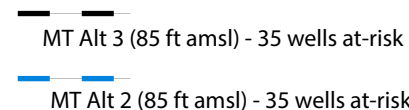
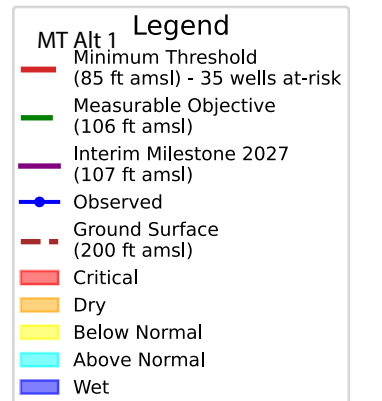
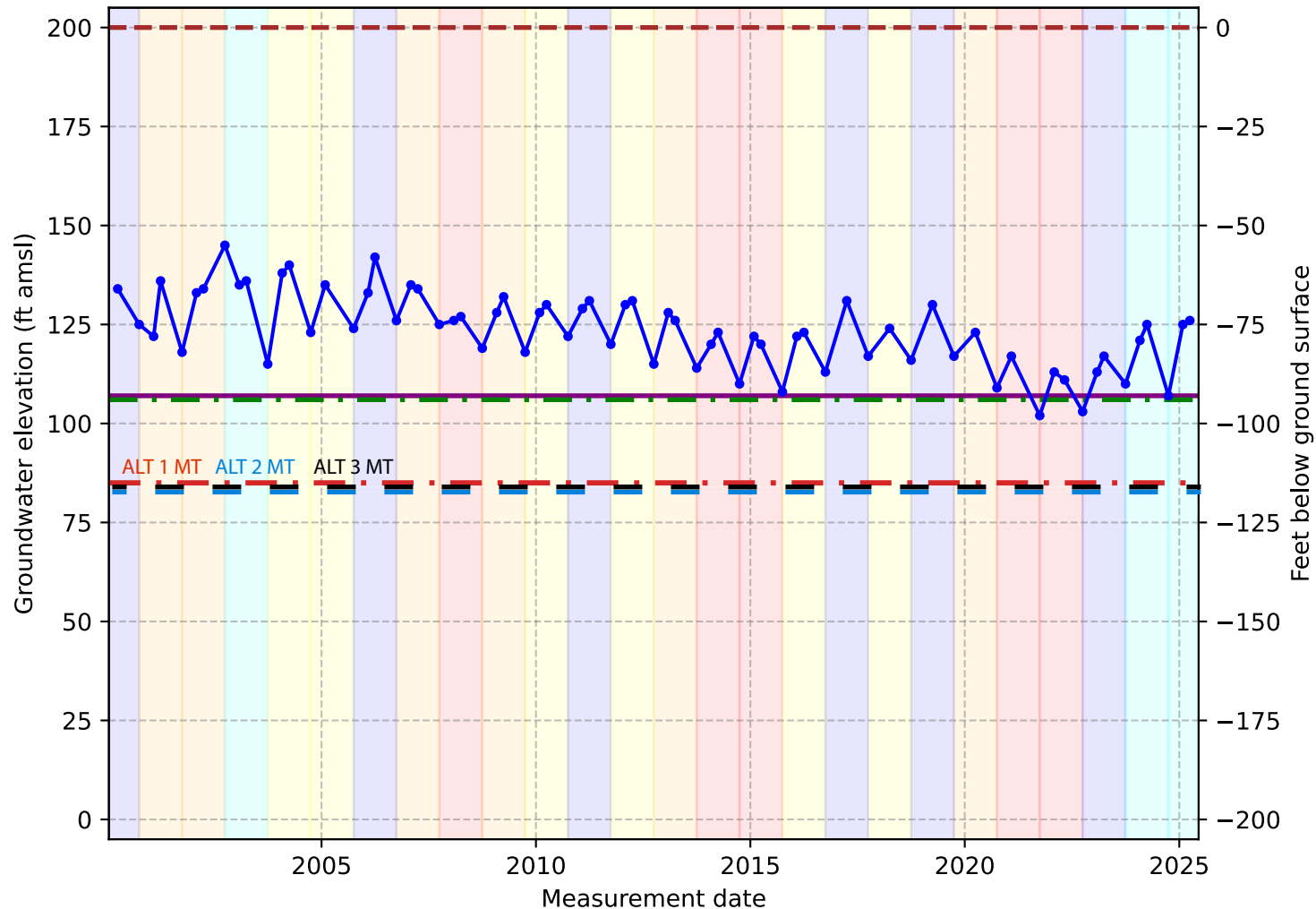
Vina Subbasin - State Well Number (SWN): CWSCH07

Total Number of Domestic Wells = 387

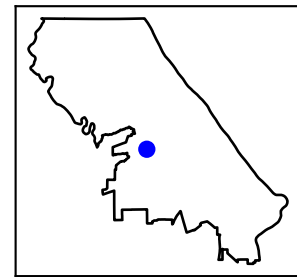


Vina Subbasin - State Well Number (SWN): CWSCH01b

Total Number of Domestic Wells = 387

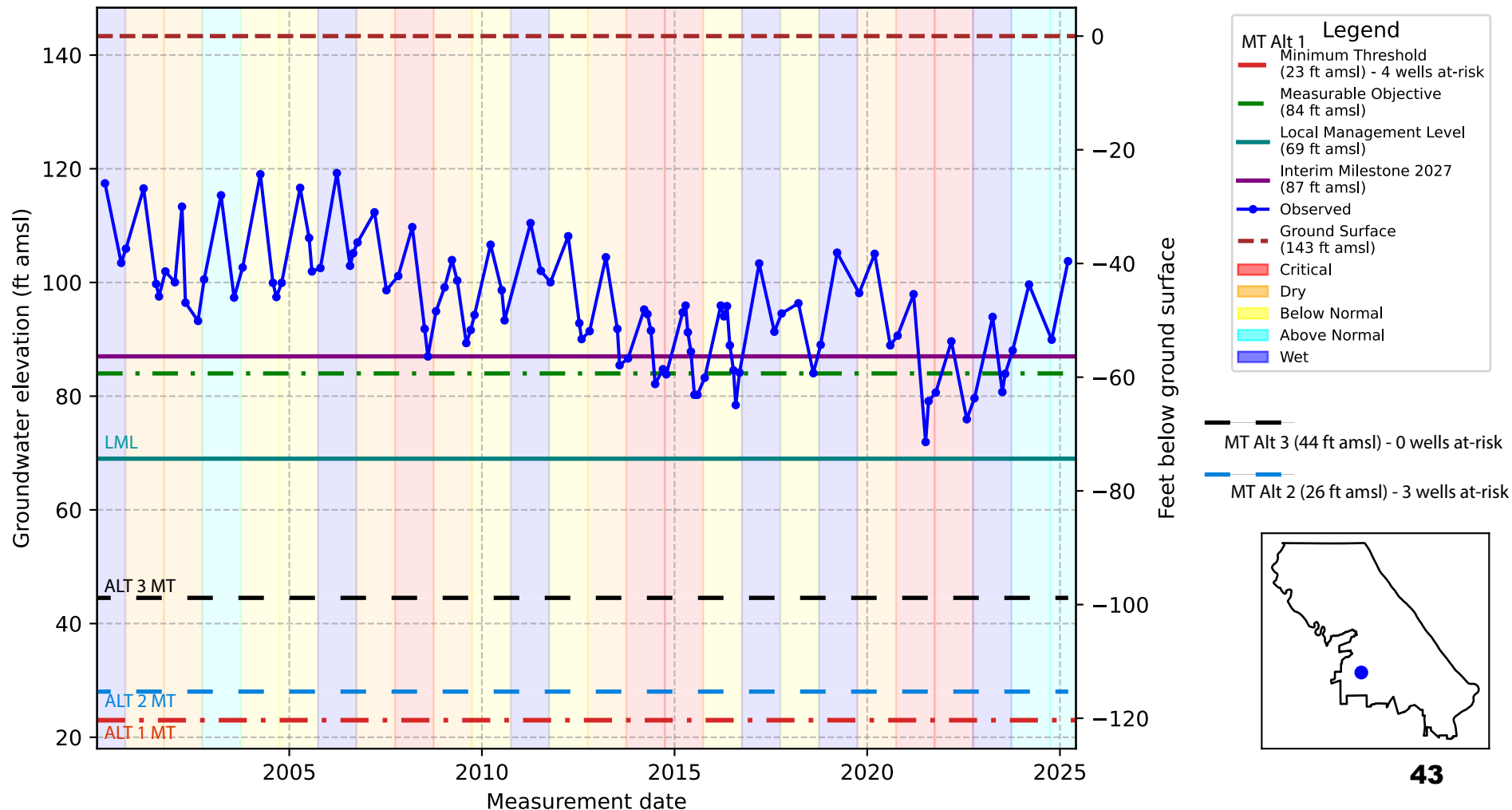


Total Number of Domestic Wells = 105



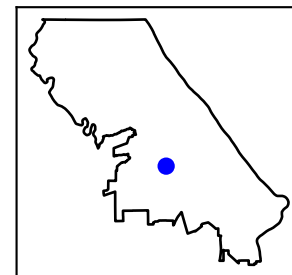
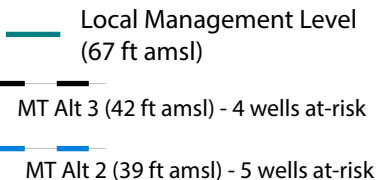
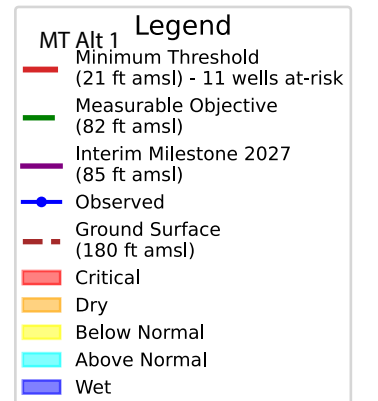
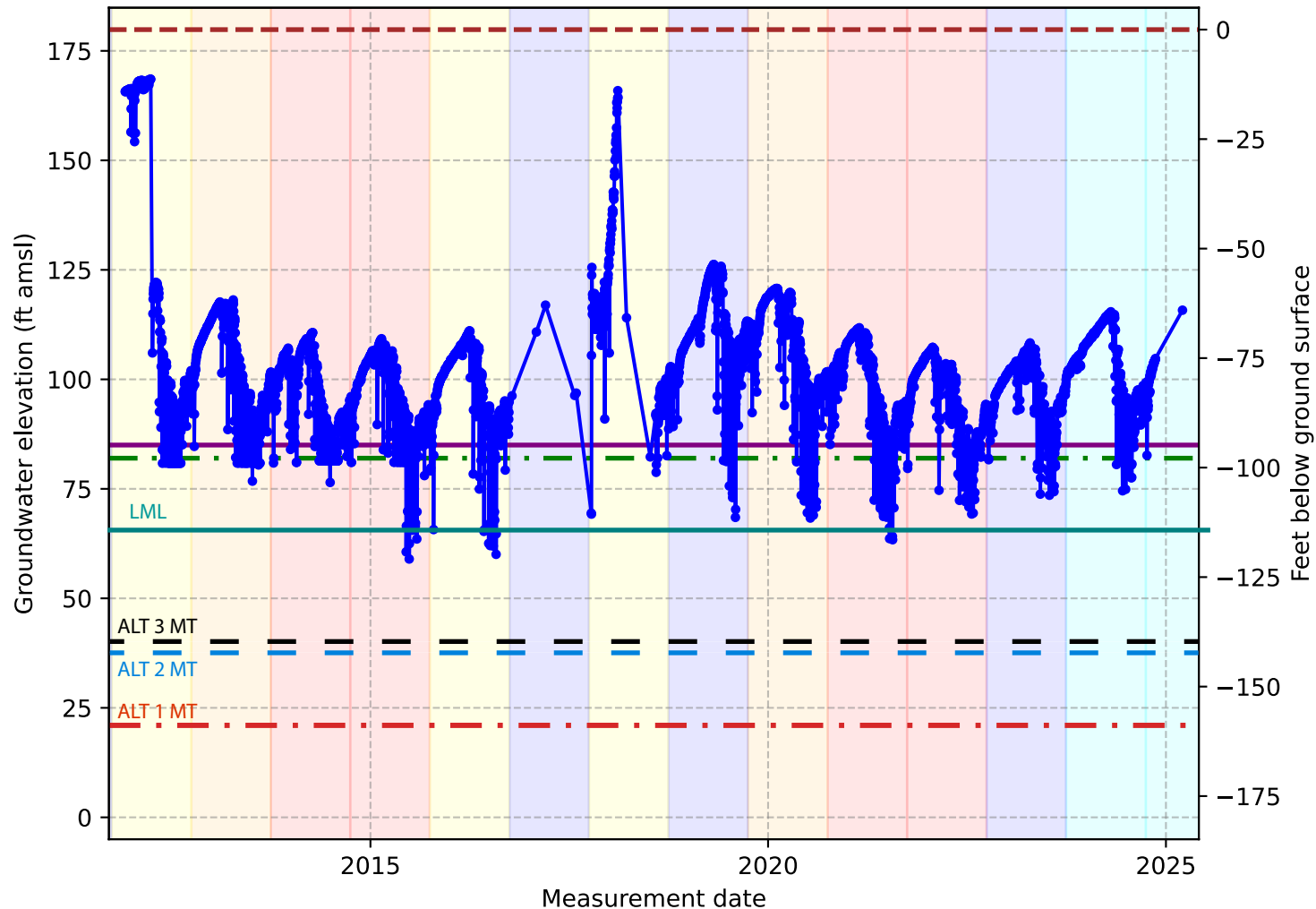
Vina Subbasin - State Well Number (SWN): 21N01E27D001M

Total Number of Domestic Wells = 61



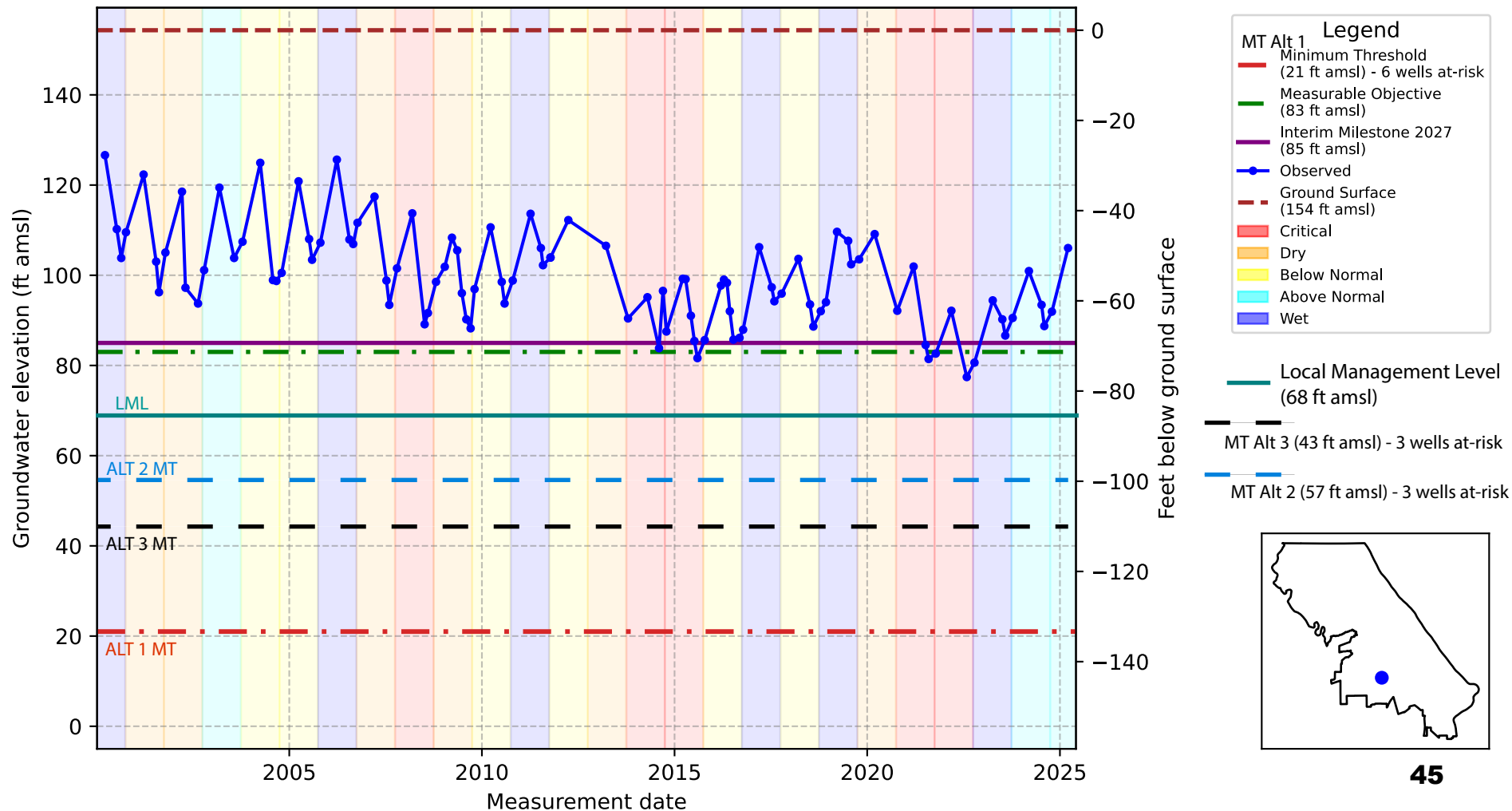
Vina Subbasin - State Well Number (SWN): 21N01E13L004M

Total Number of Domestic Wells = 28



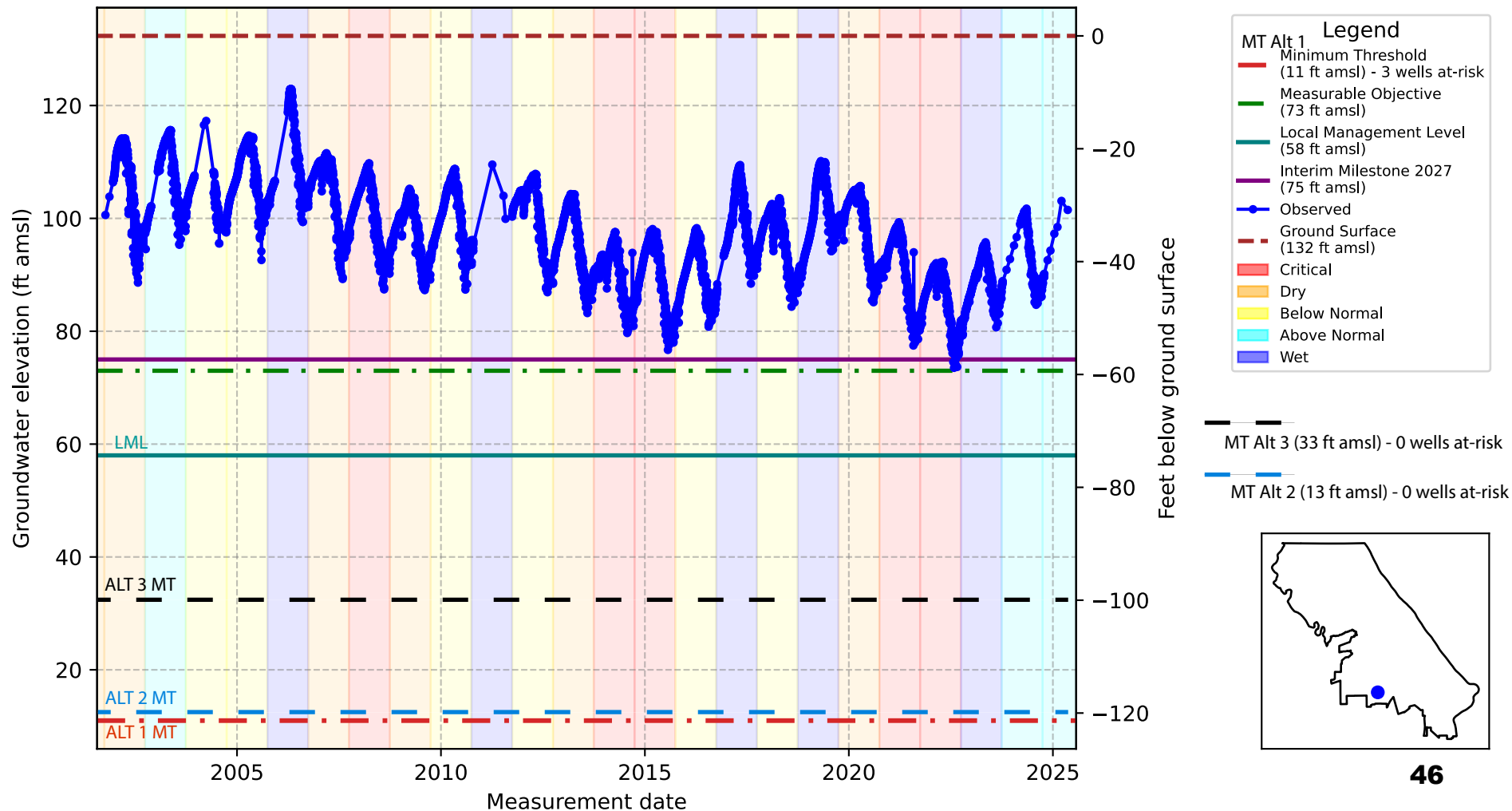
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Total Number of Domestic Wells = 27



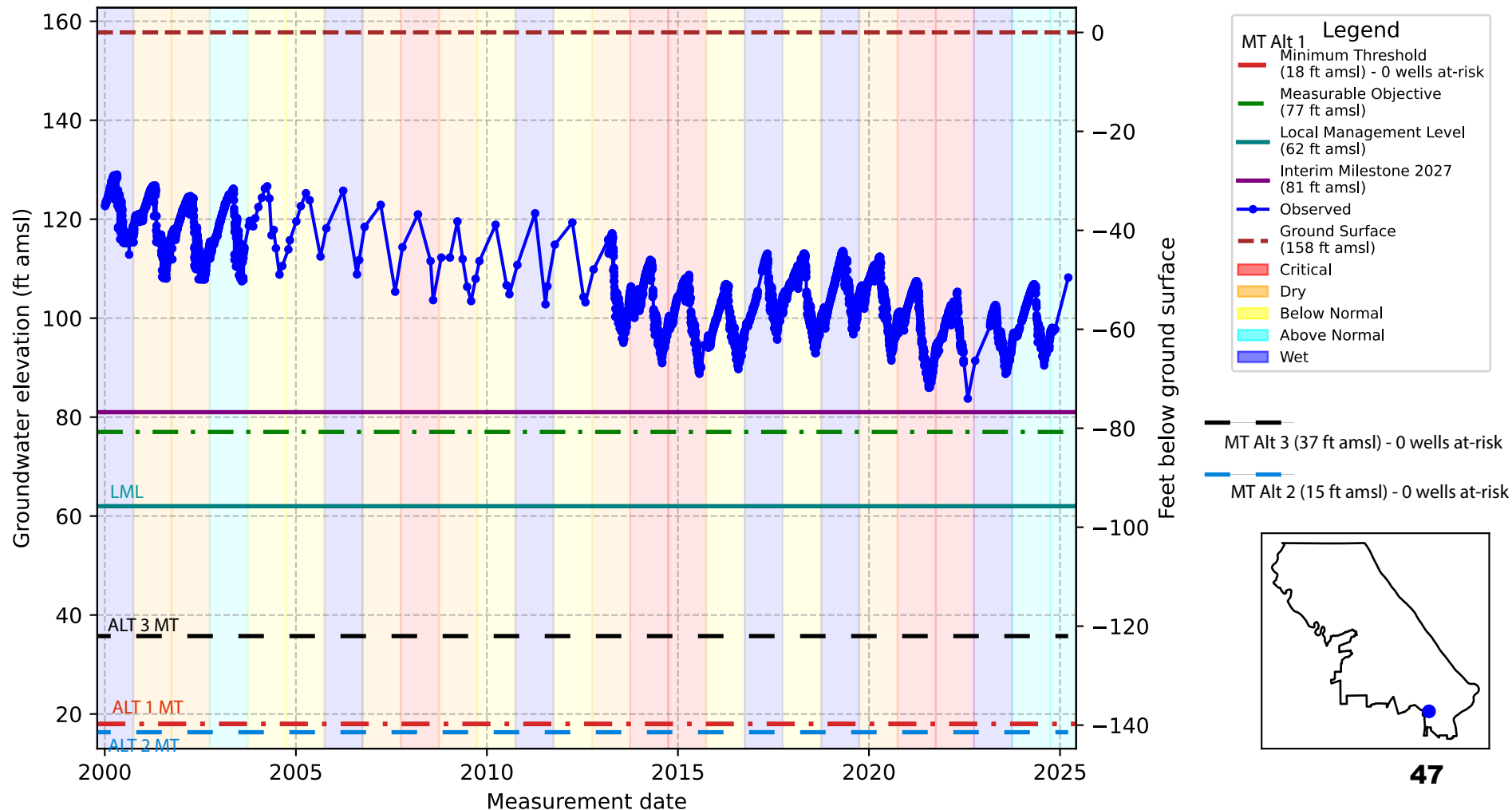
Vina Subbasin - State Well Number (SWN): 20N01E02H003M

Total Number of Domestic Wells = 15



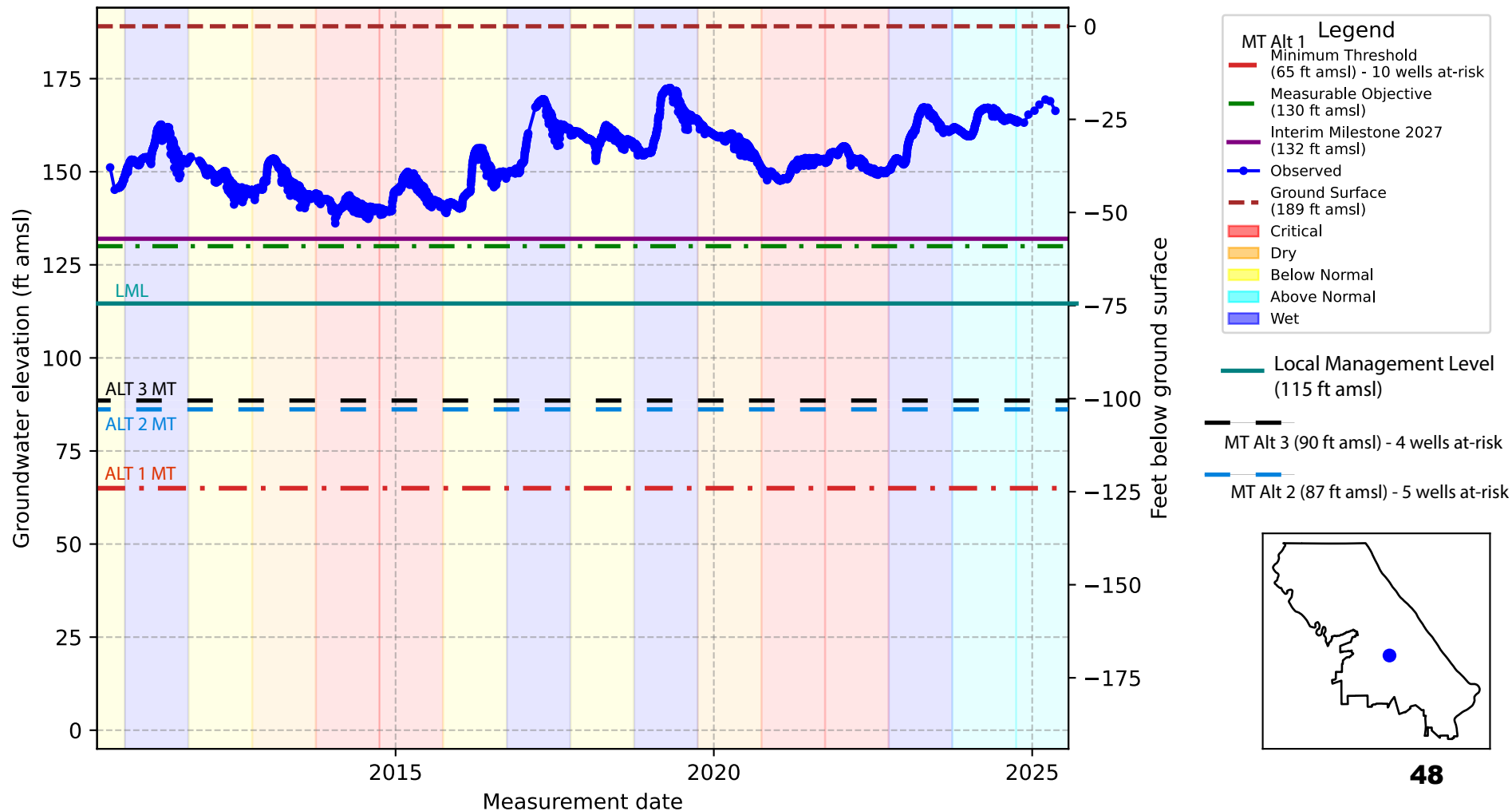
Vina Subbasin - State Well Number (SWN): 20N02E24C001M

Total Number of Domestic Wells = 7



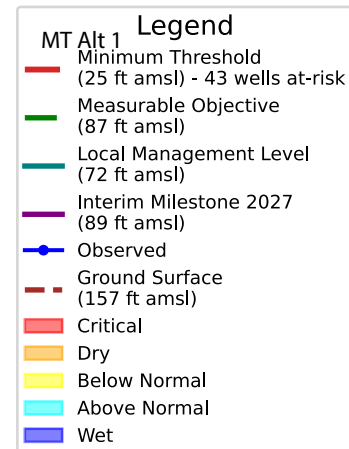
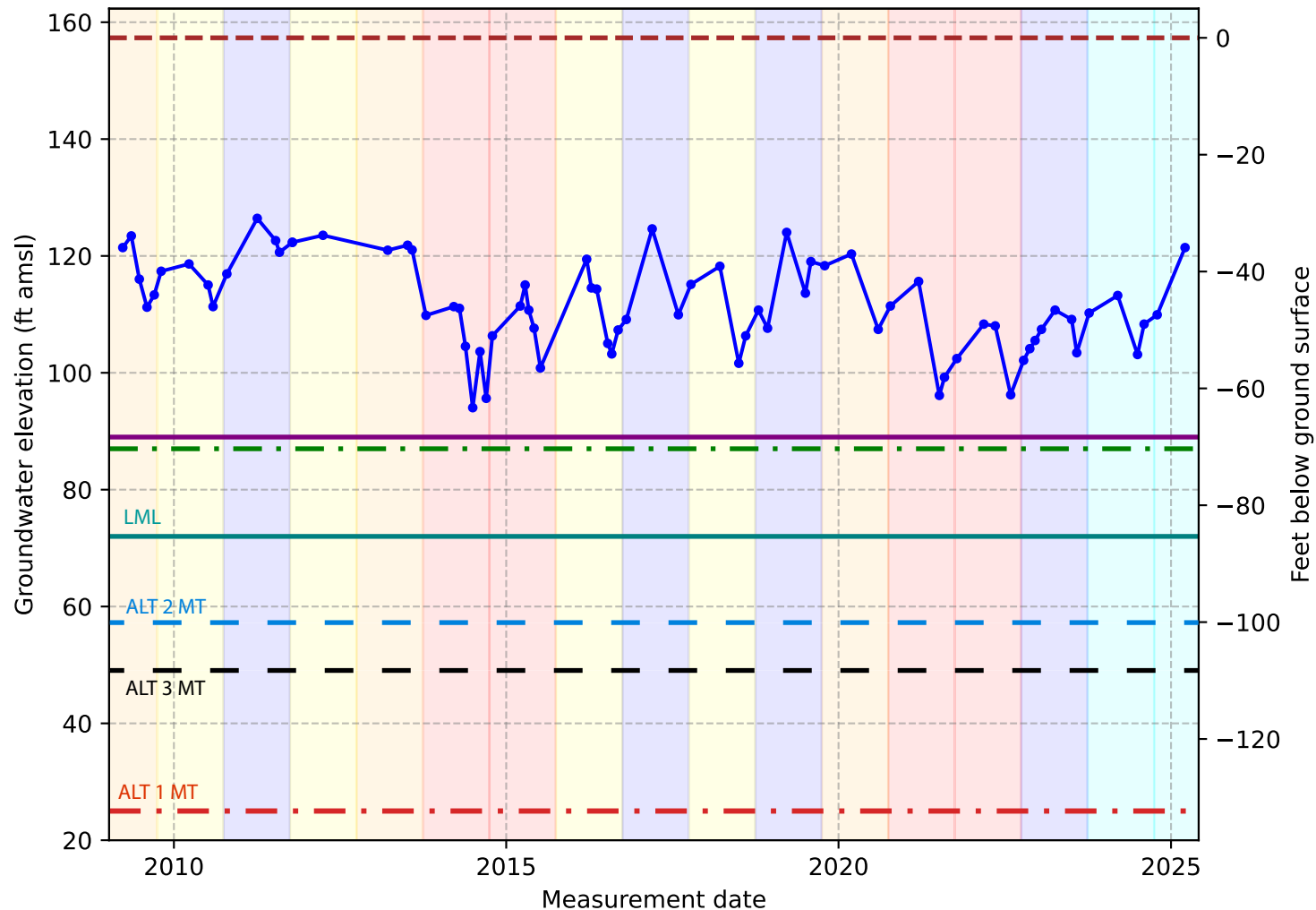
Vina Subbasin - State Well Number (SWN): 21N02E18C003M

Total Number of Domestic Wells = 92

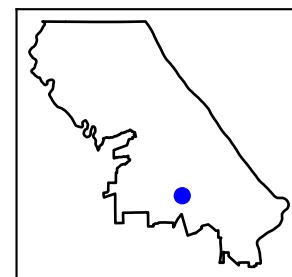


Vina Subbasin - State Well Number (SWN): 21N02E32E001M

Total Number of Domestic Wells = 110

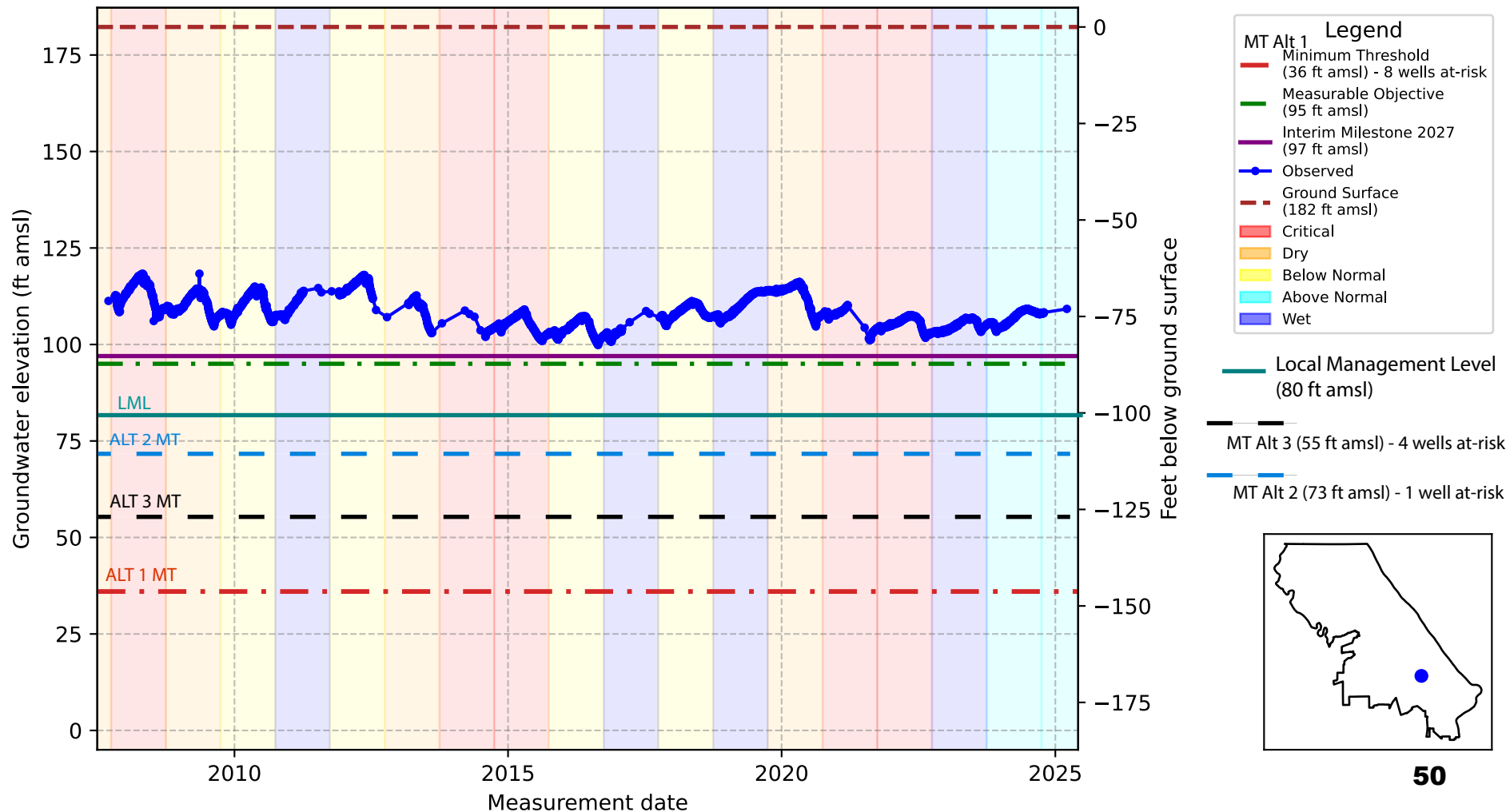


MT Alt 3 (47 ft amsl) - 15 wells at-risk
 MT Alt 2 (58 ft amsl) - 6 wells at-risk



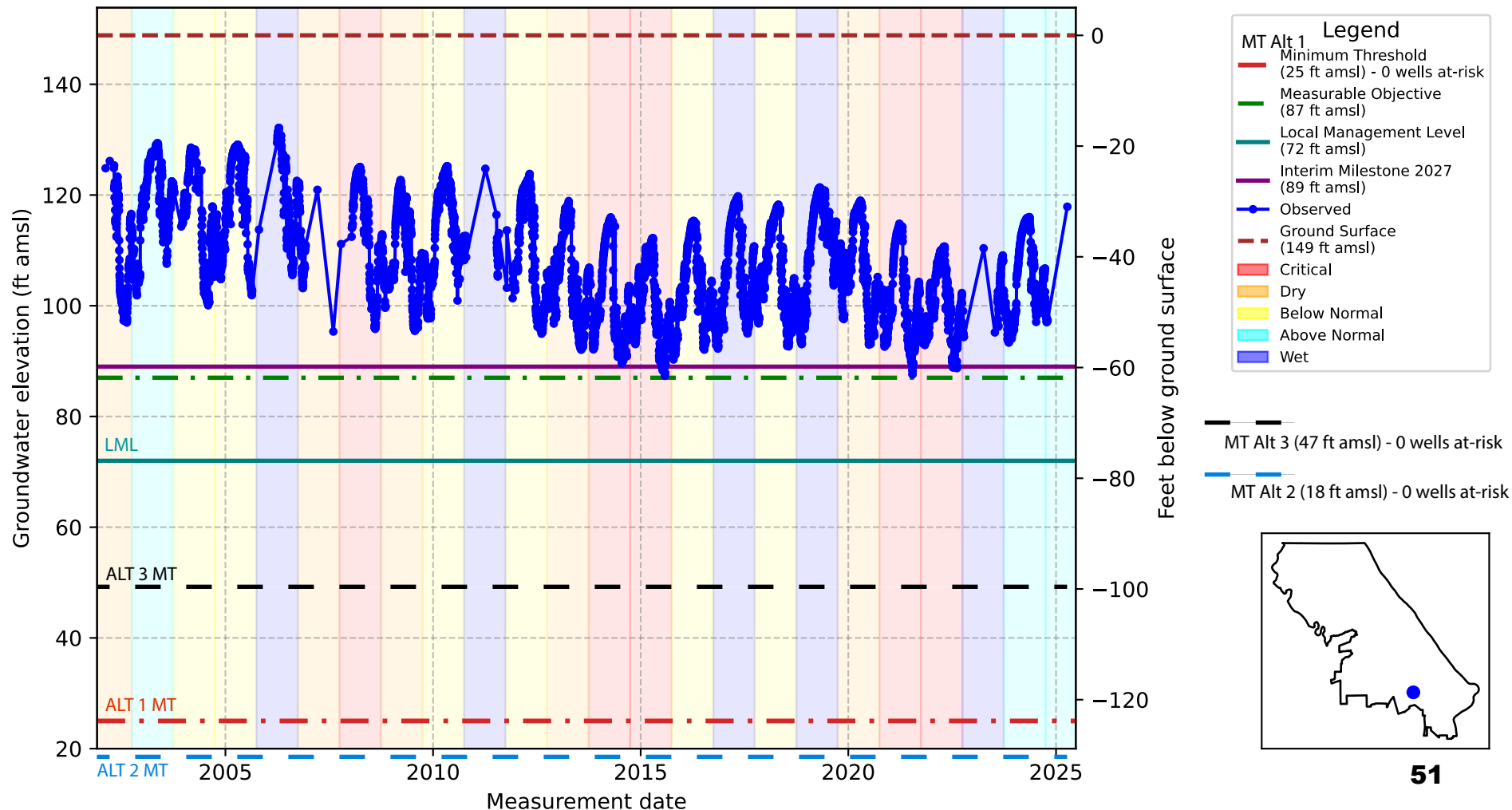
Vina Subbasin - State Well Number (SWN): 21N02E26E006M

Total Number of Domestic Wells = 20



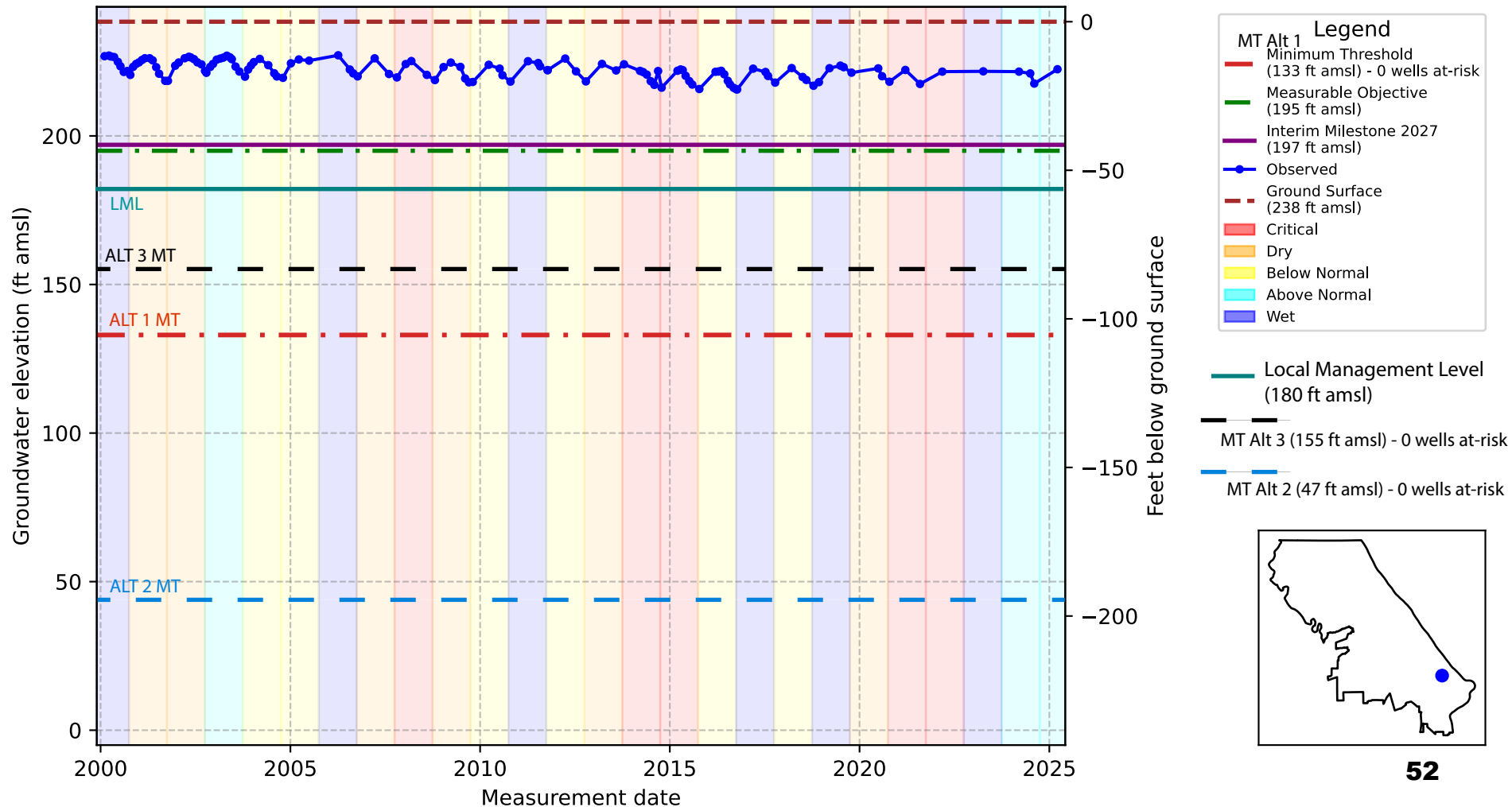
Vina Subbasin - State Well Number (SWN): 20N02E09G001M

Total Number of Domestic Wells = 2



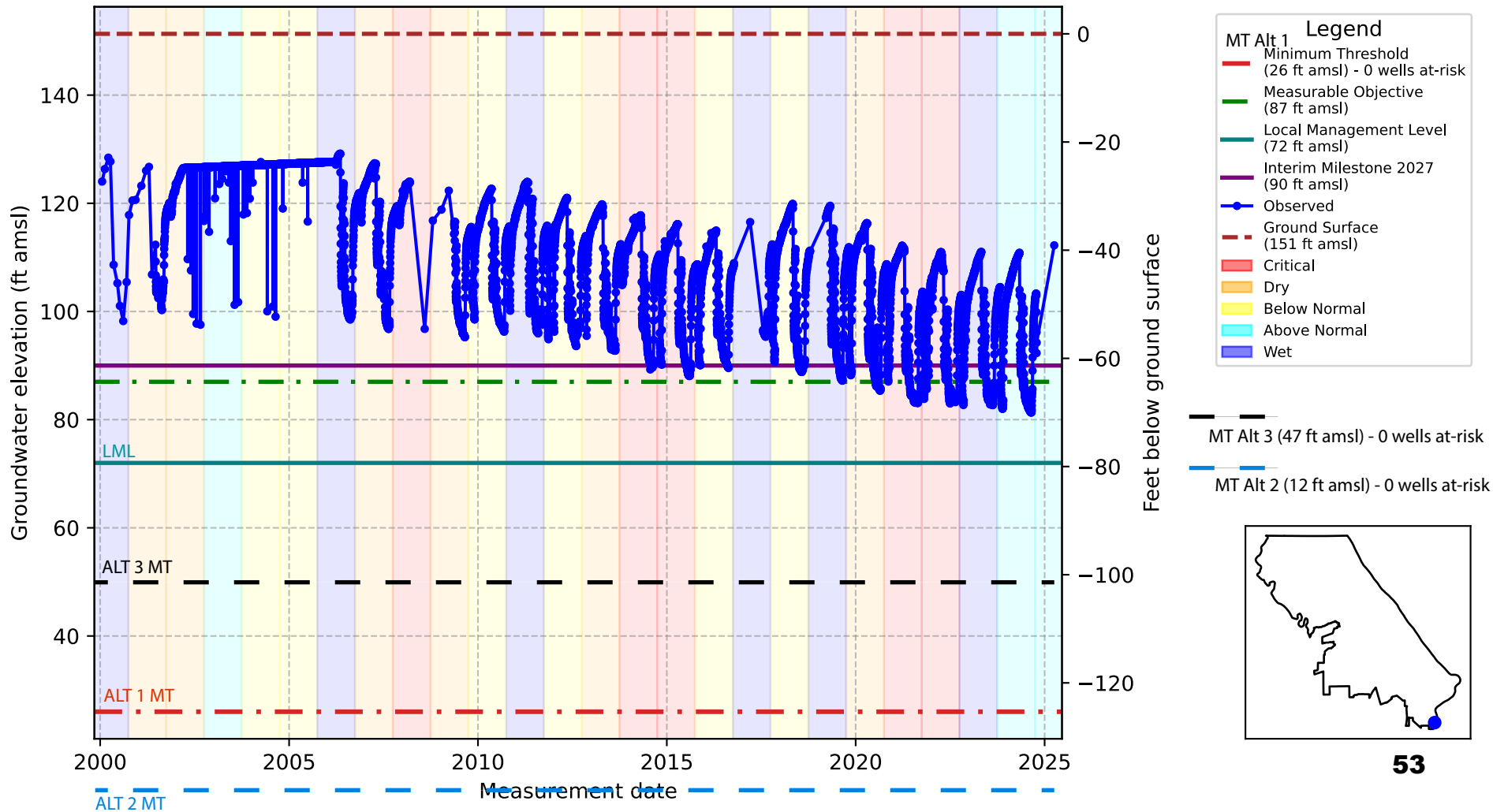
Vina Subbasin - State Well Number (SWN): 21N03E32B001M

Total Number of Domestic Wells = 7



Vina Subbasin - State Well Number (SWN): 20N03E33L001M

Total Number of Domestic Wells = 2



Problems with the two alternatives

- Relies on post-1980 domestic well database
- Creates operational range (MO-MT) of an average of 63 feet (Alternative 1) and 55 feet (Alternative 2); 3-4 times of historical range
- By relying on domestic well database that excludes many wells, some polygons have very low numbers (as low as 1 or 2 domestic wells)
- Creates erratic MT elevations that were subjectively chosen in the GSP 2022 and are highly variable across polygons
- Alternative 1 still puts 18% (266 of 1472) of domestic wells "at-risk of going dry"
- Creates MT elevations that are deeper than neighboring sub-basins

1

Irreversible consequences if current MTs were reached

- Subsidence issues will mostly occur at MT levels, already seeing this NOW on the west side of the basin with corresponding loss in groundwater storage (see Laroche et al. (2026) for Sacramento Valley example)
- Destruction of ecosystems that take generations to rebuild (Richie Bamlet, City of Chico Urban Forest Manager)
- The MT would have to be reached for TWO consecutive non-dry years for the regulatory "hook" to go into action
- The "hook" would come way too late to avoid permanent problems

2

Proposed Alternative 3

- Doesn't use domestic well database as the guide
- Consistently sets MT at 40 feet below MO (twice historical range)
- Leaves Chico Management Area MTs where they are (they are already set at 21 feet below MO)
- Have Local Management Levels (LML) 15 feet below MO for ALL RMS wells (except Chico Management Area)
- Puts 6% (95 of 1472) of domestic wells "at-risk of going dry"

3

Common arguments against raising MT levels

- *Why change MT levels if DWR isn't requiring us to do so?*
Alternative 3 provides a more meaningful backstop.
- *Raising MT levels doesn't protect domestic wells.*
18% "at risk" in Alternative 1; 6% "at risk" in Alternative 3.
- *Raising MT levels provide less operational flexibility.*
Alternative 3 creates 40 feet (twice historical range); should be enough.
- *Our aquifer always recovers, so why change MT levels?*
We only know what happens within our historical range. What happens 2-3 times lower than that is a different world.

4



Vina Groundwater Sustainability Agency

Agenda Transmittal

Subject: Discussion regarding the potential removal of the “non-dry year” language from Sustainable Management Criteria

Contact: Christina Buck

Phone: (530) 552-3593

Meeting Date: October 14, 2026

Agenda Item: 5.2

Summary:

At the September 9, 2026, Vina GSA Board meeting, staff was directed to bring back an agenda item for the Board to revisit the topic of the “non-dry year” language in the sustainable management criteria. Direction provided by the Vina and Rock Creek Reclamation District GSA Boards on August 12, 2026, resulted in not removing the language in the public review drafts of the Periodic Evaluation and Groundwater Sustainability Plan amendments. The draft documents were released on September 15, 2026. To support Board discussion, the same staff report and slides from the August 12, 2026, Board packet is attached to this agenda. Staff will introduce the topic.

Responsive to Board direction on August 12, 2026, the following language is included in the draft Periodic Evaluation document in response to the relevant recommended corrective actions (document available [online](#)):

Corrective Action 3a: *Revise the definition of undesirable results and language pertaining to significant and unreasonable lowering of groundwater level to remove the non-dry year condition or discuss how extractions and recharge will be managed as necessary to ensure that reductions in groundwater levels or storage during dry years are offset by increases in groundwater levels or storage during other years within the sustainable management criteria for the chronic lowering of groundwater levels.*

GSA Response: *The GSAs will manage groundwater extractions and recharge to ensure reductions in groundwater levels or storage during dry years are offset by increases in groundwater levels or storage during other years. The basin has recently experienced two unprecedented droughts (2014/15 and 2021/22). Groundwater levels have rebounded from these droughts due to recent above normal and wet years. The GSAs expect wet and dry cycles to continue. The GSAs continue to develop recharge projects and demand management actions to implement if groundwater levels begin to drop below measurable objectives. The GSAs will manage groundwater levels at the interim milestones / measurable objectives. Local Management Levels (LMLs) – set 20 feet below the MO – were defined at fourteen (14) RMS wells to prompt Board consideration of adaptive management actions if groundwater levels persistently reach the LML. LMLs were assigned to a selection of RMS wells to provide early information for three considerations: areas of shallow groundwater and identified groundwater dependent ecosystems (based on the 2026 ESA analysis), areas near the Subbasin boundary where conditions are coordinated with adjacent subbasins, and one area with a high density of domestic wells. LMLs are further described in Section 3.1.3: Amendments to GWL SMC.*

Corrective Action 4: *Revise the definition of undesirable results to remove the non-dry year condition or discuss how degradation during dry period will be managed as necessary to ensure that adverse water quality conditions are offset during other periods.*

GSA Response: *Degradation during dry period will be managed as necessary to ensure that adverse water quality conditions are offset during other periods. The basin has recently experienced two unprecedented droughts (2014/15 and 2021/22). Groundwater quality has not degraded due to droughts. The GSAs will continue to monitor water quality across the Subbasin and implement projects to address any concerns as needed.*

Attachments:

1. Related Staff Memos from August 12, 2026 Joint Board meeting packet
2. Related Slides from August 12, 2026 Joint Board meeting packet



Vina Groundwater Sustainability Agency
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MEMORANDUM

To: Vina Stakeholder Advisory Committee

From: Christina Buck, Asst. Director Butte County Dept. Water and Resource Conservation (providing technical staff support to the GSA) and Laura Foglia and Ryan Fulton, Larry Walker Associates

Date: July 16, 2026

Subject: **Consideration of Plan amendments to remove “non-dry year” from Sustainable Management Criteria in response to Department of Water Resource’s Recommended Corrective Actions**

Background

The Vina Groundwater Sustainability Plan (GSP) was adopted in December 2021 by the Vina Groundwater Sustainability Agency (GSA) and Rock Creek Reclamation District GSA and subsequently reviewed and approved by the California Department of Water Resources (DWR) in July 2023. As part of its review, DWR provided Recommended Corrective Actions (RCAs) in its [Determination Letter](#) identifying several areas for improvement with an expectation that the RCAs should be considered by the GSAs in the first periodic evaluation of the GSP or addressed through amendments to the GSP. The Sustainable Groundwater Management Act (SGMA) requires the GSAs to submit the first Periodic Evaluation (PE) by January 2027. The PE is the GSA’s written assessment of its GSP implementation. The Vina GSA received funding through the Sustainable Groundwater Management Round 2 grant program to support work to address data gaps identified in the plan and complete the PE. Larry Walker Associates (LWA) was competitively selected to complete this work. In addition, Butte County staff provide technical staff support to the Vina GSA due to their local expertise and institutional knowledge. Documents and resources related to development of the PE and associated amendments to the GSP can be found online: <https://www.vinagsa.org/gsp-periodic-evaluation>.

DWR Recommended Corrective Actions

Provided below is Recommended Corrective Action 3a and 4, as stated in the Determination Letter:



Recommended Corrective Action 3

Provide sufficient information regarding criteria used to identify significant and unreasonable conditions, undesirable results, and the potential impacts to various beneficial uses and users of groundwater related to the chronic lowering of groundwater level minimum thresholds. The GSAs should address the following items:

- a. Revise the definition of undesirable results and language pertaining to significant and unreasonable lowering of groundwater level to remove the non-dry year condition or

discuss how extractions and recharge will be managed as necessary to ensure that reductions in groundwater levels or storage during dry years are offset by increases in groundwater levels or storage during other years within the sustainable management criteria for the chronic lowering of groundwater levels.

....

Recommended Corrective Action 4

Revise the definition of undesirable results to remove the non-dry year condition or discuss how degradation during dry period will be managed as necessary to ensure that adverse water quality conditions are offset during other periods.

Neighboring Subbasins

The Corning Subbasin had similar “non-dry year” language in its 2022 GSP, which was deemed inadequate by DWR in their [Determination Letter](#) dated October 26, 2023. Given feedback from DWR, the GSAs removed it when resubmitting their GSP in 2024. GSPs from other subbasins in the state with “non-dry year” language received the same RCA from DWR and many were not approved. Here is additional explanation from DWR in its Determination Letter to Corning:

The definition of undesirable results also includes a caveat related to the water year type that prohibits an undesirable result from occurring during any water year defined as ‘dry’ or ‘critically dry’ that is not consistent with SGMA. The water year type requirement could potentially allow for unmanaged and continued lowering of groundwater levels under certain hydrologic or climatic conditions that have occurred historically, and GSAs could disregard potential impacts of groundwater level declines regardless of how severe they become. Since the GSP Regulations require that GSAs define undesirable results caused by the chronic lowering of groundwater levels by identifying a significant and unreasonable depletion of supply, it is inappropriate for a GSA to disregard a depletion of supply based on certain hydrologic or climatic conditions. Department staff conclude the definition of undesirable results disregards minimum threshold exceedances in all years except consecutive below normal, above normal, or wet years to be inconsistent with sustainable groundwater management under SGMA (see Corrective Action 2b).

Recommended Amendments to the Vina GSP

In light of DWR’s clear direction that SGMA’s undesirable results framework is not intended to exclude conditions that happen to occur during dry periods, and because removing the qualifier yields a more protective and conservative standard for identifying undesirable results, staff recommends removing the “non-dry year” condition rather than retaining it and separately demonstrating how degradation occurring during dry periods would be offset in other periods, as also allowed under Corrective Action 4. The following amendments would be necessary should the GSA Boards agree with this approach:



Proposed amendments to the Groundwater Level Sustainable Management Criteria, shown as edits to 2022 GSP text, page 145-146:

*In recent years, Butte County has documented a number of domestic wells that have “gone dry,” meaning groundwater levels have fallen below the depth of the well installation and/or pump. This occurred during summer months of recent drought years and heightened concern among some stakeholders. For example, in the critically dry year of 2021, 44 wells were reported dry county-wide through the State’s online reporting system. As a result, domestic well reliability and protection are the focus of the Groundwater Levels MT. From a policy perspective, **multiple sustainably constructed domestic wells going dry during non-dry year conditions in a single management area** would be a “significant and unreasonable” undesirable result of groundwater management. The quantitative Vina Subbasin Undesirable Result for the Chronic Lowering of*

Groundwater Levels occurs when:

~~Two RMS wells within a management area reach their MT for two consecutive years. of non-dry year types.~~

~~Non-dry year types include wet, above normal, and below normal as defined by the Sacramento Valley Water Year Index. Dry year types include dry and critical water year types. See Section 2.3.1 for more information on the Sacramento Water Year Index. As shown in the figures presented in Appendix 3-A showing the average depth of domestic, irrigation, and public supply wells, domestic wells are generally shallower than other wells throughout the Vina Subbasin. These figures were constructed using data from DWR OSWRC. Protection of domestic wells was therefore deemed to be additionally protective of other well types, such as agricultural wells. In addition, the lowering of groundwater levels during two or more consecutive dry and/or critically dry year types is not considered significant and unreasonable and therefore not considered an undesirable result, as long as the groundwater levels rebound to levels greater than the MT following those consecutive dry and/or critically dry years. The Vina Subbasin SMC for Chronic Lowering of Groundwater Levels is based on groundwater levels throughout the Vina Subbasin that would support sustainably constructed domestic wells. Sustainably constructed implies wells that have been installed following the relevant County Well standards within permeable aquifer material and the wells that have been appropriately maintained (e.g., well problems are not due to clogging of well screens or silting of well). Exceeding the MT may lead to significant and unreasonable effects during drought years and to potential impacts to domestic wells and other beneficial groundwater users and/or uses. may occur and would not constitute an Undesirable Result. Local and state drought responses play a role in addressing dry year impacts. However, once a drought period ends, it is anticipated that groundwater conditions should return to the MO levels. Year type is defined according to the Sacramento Valley Water Year Hydrologic Classification and groundwater level is defined based on groundwater elevation above msl.~~



Proposed amendments to the Groundwater Storage Sustainable Management Criteria, shown as edits to 2022 GSP text, page 151:

3.4.2 Minimum Thresholds

As Groundwater Levels SMC are used by proxy, the MT for groundwater storage is the same as for groundwater levels:

~~Two RMS wells within a management area reach their MT for two consecutive years of non-dry year types.~~

In the historical record, there are isolated incidences of shallow wells going dry during summer months of recent critically dry years. This was noted in the earlier section addressing the development of Groundwater Levels SMC. MT intended to prevent significant and unreasonable negative impacts related to the chronic lowering of groundwater levels are assumed adequate to protect against significant and unreasonable reductions of groundwater storage.



Proposed amendments to the Water Quality Sustainable Management Criteria, shown as edits to 2022 GSP text, page 151:

3.5 Water Quality Sustainable Management Criteria

Water Quality SMC are those meant to address degraded water quality caused by groundwater pumping. The locally defined undesirable result, MT, and MO are discussed in the next sections.

3.5.1 Undesirable Result

An undesirable result coming from degraded water quality is experienced if:

groundwater pumping that degrades water quality and compromises the long-term

viability of rural areas and communities, the agricultural economic base of the region, and environmental uses for suitable habitat.

This occurs in the Vina subbasin when two RMS wells exceed their MT for two consecutive ~~non-dry~~ years.



Proposed amendments to the Interconnected Surface Water Sustainable Management Criteria, shown as edits to 2022 GSP text, page 160:

3.8.4 Minimum Thresholds

The potential impact of groundwater levels on aquatic habitat or GDEs is typically specific to a certain stream reach or geographic area. Groundwater modeling conducted in association with the HCM (Section 2) incorporates the interaction of surface water and groundwater at a regional scale, including all the GSAs in Butte County. While the model is a useful tool for evaluating regional behavior of the groundwater system overall, there are significant data gaps that limit calibration of the groundwater response in the uppermost layer of the model, where the dynamics and “interconnectedness” between surface water and groundwater actually occur. Therefore, at this time, Groundwater Levels SMC are used by proxy and the MT for interconnected surface water is the same as for groundwater levels:

Two RMS wells within a management area reach their MT for two consecutive years. ~~of non-dry year types.~~

Requested Action

Consider the following action:

Recommend to the Vina GSA Board to amend the Vina GSP to remove references to non-dry year water year types in Sustainable Management Criteria for Groundwater Levels, Groundwater Storage, Water Quality, and Interconnected Surface Water sustainability indicators and document the response to DWR’s Recommended Corrective Action in the Periodic Evaluation.



Vina Groundwater Sustainability Agency
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MEMORANDUM

To: Vina Groundwater Sustainability Agency (GSA) Board and Rock Creek Reclamation District GSA Board

From: Christina Buck, Asst. Director, Butte County Dept. of Water and Resource Conservation (technical staff support to the GSA); Laura Foglia, Larry Walker Associates

Date: August 5, 2026

Subject: **Summary of Stakeholder Advisory Committee (SHAC) Discussion and Recommendations on the Vina Groundwater Sustainability Plan Periodic Evaluation and Potential Plan Amendments from the July 22, 2026 Meeting**

Background

On July 22, 2026, the Vina Groundwater Sustainability Agency (GSA) Stakeholder Advisory Committee (SHAC) held its regular meeting at the Chico City Council Conference room. Seven of the nine committee members were present — Samantha Lewis, Holly Swan, Joanne Parsley, Anne Dawson, Susan Schrader, Patrick Riley, and Todd Greene; Greg Sohnrey and Evan Markey were absent. Bruce McGowan participated as the RCRD representative, whose position as an ex-officio member (i.e. non-voting) is recorded separately on each action.



The principal agenda item was “*Consideration and potential recommendation on topics related to the Vina Periodic Evaluation and potential amendments to the Groundwater Sustainability Plan (GSP).*” Staff presented four topics for SHAC discussion and their potential recommendation:

(a) a GSP amendment to remove “non-dry year” language from the Sustainable Management Criteria (SMC);

(b) the Groundwater Level SMC, including alternatives for the Minimum Threshold (MT);

(c) potential new Projects and Management Actions (PMAs); and

(d) a draft response to the water-quality-related Recommended Corrective Action (RCA).

The SHAC took formal action (motions) on topics (a) and (b) and provided informal feedback to staff on topics (c) and (d). This memo summarizes the committee’s discussion — noting where members found common ground and where specific concerns were raised — and presents the committee’s recommendations, including the majority and minority positions on the two items that included a vote.

SHAC Discussion Summary

(a) Removal of “Non-Dry Year” Language from the SMC

Discussion centered on whether to remove references to “non-dry” years from the undesirable result definition framework. Members broadly recognized that the GSA must be able to manage the subbasin in both dry and non-dry years, and that removing the language would be responsive to Department of Water Resources’ (DWR) feedback. Members noted that retaining the language would require a convincing justification to DWR. Staff observed that if groundwater has already declined to the minimum thresholds, the basin is effectively failing to be managed sustainably regardless of whether the year is wet or dry. Todd Greene emphasized that, because the MTs are set so low, it is not known whether the basin would recover from a multi-year drought that drew levels down to the MTs. This would be unprecedented territory that the subbasin should aim to avoid.

The principal concern raised in favor of retaining the language was legal. Samantha Lewis noted that removal could conflict with Water Code section 10721, which allows for overdraft during drought periods, and suggested that legal counsel weigh in before removing language that was originally included to keep the GSP compliant with the law. Members also discussed that the practical problem arises in the two “consecutive” non-dry years, and observed that removing “consecutive” would be functionally similar to removing the “non-dry” reference altogether.

(b) Groundwater Level SMC and Minimum Threshold Alternatives

Staff presented two alternatives for the Groundwater Level SMC. The discussion compared the two alternatives described in the staff memos and included a discussion of a combined approach that emerged during the meeting:

- **Alternative 1** — retain the existing 2022 GSP minimum thresholds largely unchanged and add non-regulatory Local Management Levels (LMLs) set 15 feet below the Measurable Objective (MO) for 14 (out of 29) Representative Monitoring Site (RMS) wells, functioning as an early-warning trigger for Board discussion long before the regulatory MT is reached (approximately 266 domestic wells at risk).
- **Alternative 2** — revise the MTs using a new methodology (20 feet below the historical low, or the level at which 5% of domestic wells would be at risk, whichever is deeper), raising the MTs in most polygons — though in a few low-well-count polygons the resulting MT is set below 2022 MT levels; no LMLs (approximately 95 domestic wells at risk).
- **Combined “Option 3” (proposed in SHAC discussion)** — raise the MTs as in Alternative 2 while also adding LMLs as in Alternative 1, but LMLs could be set at 20 feet from the MO. Several members were interested in exploring this further, but ultimately agreed that more time and information would be needed.

Common ground: members broadly agreed that the number of domestic wells at risk is a meaningful consideration — the difference between an estimated 266 and 95 wells was seen as significant. Members confirmed with staff that the domestic well mitigation program will proceed regardless of which alternative is selected. Members also shared an understanding that the MTs could be amended in the future.

Concerns raised: several members felt the LML approach was not prescriptive enough and asked for language specifying what would actually occur when an LML is reached, rather than the non-committal language that the Board “could” discuss and consider action. Questions were raised about the fiscal implications of additional monitoring and projects, how “persistently

reaching” an LML is defined, and whether a trigger could rest on a single summer measurement. Members and a local farmer also raised data and process questions — how the 15-foot buffer was selected (described as a middle ground between 10 and 20 feet, with discussion of whether 20 feet would be more appropriate), the basis for the well-head elevation assumptions and domestic-well counts, and requests for direct links to the supplemental hydrographs available on the Vina GSA supporting documents webpage.

(c) Projects and Management Actions (PMAs)

Staff introduced new PMA concepts as an informational item; no formal action was requested. The committee expressed general support for the concepts. Several members preferred that the concepts be categorized as “other projects” rather than as “management actions.” Members also asked for clarification on the specific feedback staff were seeking and, for the Chico Urban Forest concept, whether the shallow wells to be designated already exist or would need to be drilled.

(d) Draft Water Quality RCA Response

The committee expressed general support for the draft water quality RCA response in the staff report. Members recommended that domestic well owners be provided information on where contaminant plumes are located. Staff explained that Geosyntec included a map of the plumes in the final recharge feasibility report and that those maps will be referenced in the Periodic Evaluation.

Summary of Public Comment

Public comment on this agenda item was heard from Greg Brislain, Tovey Giezentanner, Patrizia Hironymous, and Cheetah Tchudi. (Jim Graydon and Tovey Giezentanner also commented under Business from the Floor, and Cheetah Tchudi commented on the Periodic Evaluation timeline update.) Key themes included:

- **Process and the “strawman” proposal** — Greg Brislain explained that the strawman is an initial draft meant to jump-start discussion (the first was shared June 18), suggested beginning the process earlier in future cycles, and noted the strawman calls for input from environmental groups (with thanks to Audubon for participating).
- **Managing a recovering basin (Tovey Giezentanner)** — the Vina Subbasin recovers, unlike many other subbasins statewide, and the SHAC should consider how to manage a basin that behaves differently from the norm; questioned how removing the non-dry-year language addresses the Water Code, which seems to contradict the argument for removal; and noted that although LMLs could become a de facto regulatory approach, they become a useful framework for managing the basin rather than focusing only on where to set a line (i.e. MTs). Tovey had provided a four page handout to the SHAC members and public under Business from the Floor that outlined AGUBC position on the four topics under consideration by the SHAC (See attachment A).
- **A higher threshold and an integrated approach** — other commenters voiced support for the combined “Option 3” that SHAC members had raised during discussion (raising MTs, establishing LMLs, and incorporating ecological thresholds), called for mapping all contaminant plumes; and argued there is nothing wrong with holding the basin to a higher standard, including small agricultural wells (not only domestic wells) in the assessment, considering wells that pre-date 1980, and noting that nothing is lost by removing the non-dry-year language.

SHAC Recommendations

Recommendation on Topic (a): Remove the “Non-Dry Year” Language

The SHAC recommends removing the “non-dry year” language from the SMC.

A motion to recommend leaving the non-dry-year language in the SMC (Parsley / Lewis) failed, 2–5. A subsequent motion to recommend removing the language (Swan / Greene) passed, 6–1:

- Ayes (6): Holly Swan, Joanne Parsley, Anne Dawson, Susan Schrader, Patrick Riley, and Todd Greene.
- No (1): Samantha Lewis.
- Absent: Greg Sohnrey and Evan Markey.
- RCRD representative position: No (opposed removal).

Majority position (6 members). Remove the language — primarily as a change responsive to DWR feedback and reflecting the view that the basin must be managed to avoid undesirable results in both dry and non-dry years, and that once the basin is at the MTs it is failing regardless of water-year type.

Minority position (1 member — Samantha Lewis). Retain the language, out of concern that removal could conflict with Water Code section 10721 and that the language was originally included for legal compliance; the minority favored obtaining legal counsel’s review before removal.

The RCRD representative’s advisory position also opposed removal.

Recommendation on Topic (b): Adopt Alternative 2 for the Groundwater Level SMC

The SHAC recommends Alternative 2.

A motion to recommend Alternative 1 (Parsley / Lewis) failed, 2–5. A subsequent motion to recommend Alternative 2 (Greene / Schrader) passed, 5–2:

- Ayes (5): Holly Swan, Joanne Parsley, Anne Dawson, Susan Schrader, and Todd Greene.
- Noes (2): Samantha Lewis and Patrick Riley.
- Absent: Greg Sohnrey and Evan Markey.
- RCRD representative position: No.

Majority position (5 members). Recommend Alternative 2 — revising the MTs upward under the new methodology, which substantially reduces the number of domestic wells at risk (from an estimated 266 to 95, per figures cited in discussion) and responds to public concern about the low 2022 MTs. Some majority members (including Todd Greene) expressed a preference for eventually pursuing the combined “Option 3” (Alternative 2 plus LMLs) and comfort with setting LMLs 20 feet below the historical low, but supported Alternative 2 as the recommendation to the Vina GSA Board with the reason that raising the MTs was more important than establishing LMLs.

Minority position (2 members — Samantha Lewis and Patrick Riley). Did not support Alternative 2. The earlier failed motion reflected support among some members (including Ms. Lewis) for Alternative 1, which would retain the 2022 MTs and add LMLs.

The RCRD representative’s advisory position also opposed Alternative 2.

Note: The action item as noticed also asked whether the change should be made as a GSP

amendment or described only in the Periodic Evaluation. The recorded motions addressed the selection of the alternative (Alternative 2); the SHAC discussion or recommendation did not directly address resolving the amendment-versus-Periodic-Evaluation question.

Feedback on Topics (c) and (d)

Both items were informational, and the committee provided feedback rather than formal recommendations. On PMAs (c), SHAC members expressed general support for the concepts, with several members preferring that they be categorized as “other projects” rather than “management actions.” On the water quality RCA response (d), the SHAC expressed general support for the draft response and commented that domestic well owners be given information on the locations of contaminant plumes.

Summary of SHAC Actions

Topic	SHAC Recommendation / Feedback	Committee Vote	RCRD Position
(a) Non-dry year language	Remove the non-dry-year language from the SMC	6–1 (passed)	No
(b) Groundwater Level SMC	Adopt Alternative 2 (revise MTs upward)	5–2 (passed)	No
(c) Projects & Management Actions	General support; prefer “other projects” categorization (feedback)	No vote	—
(d) Water Quality RCA response	General support; share plume-location info with well owners (feedback)	No vote	—

Requested Action

Receive this report and consider the SHAC’s recommendations as the Boards deliberate on the content for the Periodic Evaluation and potential amendments to the Groundwater Sustainability Plan.

Attachments

A. Handout provided to the SHAC members by Tovey Giezentanner as public comment on July 22, 2026



Item 4.2.
Consideration of topics related to the
Vina Periodic Evaluation and potential
amendments to the Groundwater
Sustainability Plan

Joint GSA Board Meeting

August 12, 2026

Presentation by: Christina Buck, Ph.D.
Assistant Director, Butte County
Dept. of Water and Resource Conservation
[Providing technical staff support to the Vina GSA]

ITEM 4.2.3

Removing “Non-Dry Year” Language

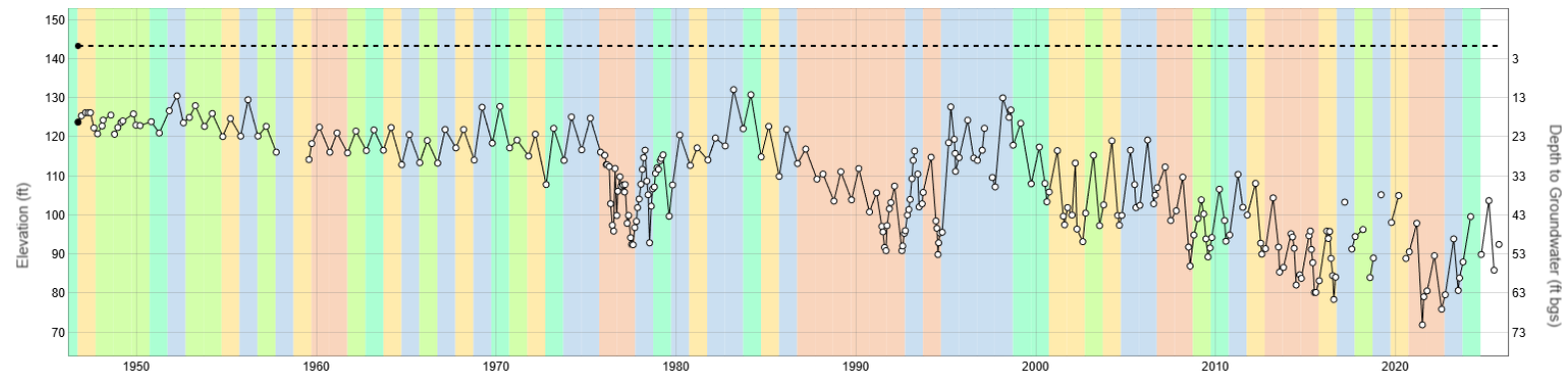
Consideration of plan amendments and Periodic Evaluation content for Sustainable Management Criteria (SMC), including removal of “non-dry year” language and the Groundwater Level SMC.



What is the “non-dry year” condition?

- The 2022 GSP defines an undesirable result when minimum thresholds are exceeded during “non-dry” years — wet, above normal, or below normal.
- That excludes dry and critically dry years — so impacts occurring during severe drought would not trigger an undesirable result.
- DWR flagged this in Corrective Actions 3a and 4 as inconsistent with SGMA.
- The neighboring Corning Subbasin had the same language in its GSP that was deemed inadequate and it was removed before later DWR plan approval.
- Other subbasins receiving the same DWR feedback also removed the non-dry year description.

DWR: it is *“inappropriate for a GSA to disregard a depletion of supply based on certain hydrologic or climatic conditions.”*



Proposed Change: Remove the Qualifier

- Staff recommends removing the language rather than keeping it and separately proving dry-year impacts are offset later.
- Specific plan amendments associated with this change are included in the staff memo for consideration

REQUESTED ACTION

Recommend the GSA Boards amend the GSP to remove the language and document the response in the Periodic Evaluation.

Applies across four sustainability indicators:



Groundwater Levels



Water Quality



Groundwater Storage



Interconnected Surface Water

SHAC Recommendation

RECOMMENDATION

SHAC recommends removing the “non-dry year” language from the SMC.

6–1 vote (SHAC, July 22)

Key SHAC Discussion Points

Broad agreement: The subbasin must be managed in both dry and non-dry years; removal is responsive to DWR feedback, and keeping the language would require a strong justification to DWR.

Staff point: If groundwater levels were to reach the minimum thresholds (MTs), the basin is failing to be managed sustainably regardless of water-year type.

Main point to remove: If levels are bouncing around the MT, the basin could dip below the MT only in dry/critical years and sit above it in wet/above average years, so might never trigger an undesirable result. Because MTs are set so low, recovery from a multi-year drought that reached them is uncertain — unprecedented territory to avoid.

Main concern to retain: Removal could conflict with Water Code §10721 (allows drought-period overdraft); recommended legal counsel review before removing compliance-related language.

Also noted: The real issue is two *consecutive* non-dry years — dropping “consecutive” may be functionally similar to removing “non-dry” altogether.

Voting: First a motion to retain the non-dry year language was made, it failed 2-5. Then the motion to remove the language was made and passed, 6-1.

Requested GSA Board Action

Staff is seeking direction from the two GSA Boards regarding:

- a) How to respond to RCA 3a and 4 in the public review draft of the Periodic Evaluation and whether or not to amend the GSP to remove the non-dry year language in the SMC.
 - Amending the GSP to remove reference to non-dry year water year types would include changes to the SMC for Groundwater Levels, Groundwater Storage, Water Quality, and Interconnected Surface Water sustainability indicators (as shown in the staff memo).
 - Not removing the non-dry year language would require “discussing how extractions and recharge will be managed as necessary to ensure that reductions in groundwater levels or storage during dry years are offset by increases in groundwater levels or storage during other years within the sustainable management criteria for the chronic lowering of groundwater levels” in the Periodic Evaluation.



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Update on Key Dates and Status of Draft Periodic Evaluation and Plan Amendments

Contact: Becky Fairbanks

Phone: (530) 552-3587

Meeting Date: October 14, 2026

Agenda Item: 5.3

Summary:

Staff will provide an update on the status and anticipated timeline for the Groundwater Sustainability Plan (GSP) Periodic Evaluation and Plan Amendments, including information regarding the comment period for the draft documents and key decision-making milestones through January 2027.

Attachments:

1. Slides



Key Dates and Status of Draft 2027 Periodic Evaluation & Draft GSP Plan Amendments

**Vina GSA Board Meeting
October 14, 2026**

Draft Documents Available- How to Comment

- **vinagsa.org** — read the drafts, submit comments using the form.
- **vinagsa@gmail.com** — or email them directly.

**Comments due
Monday, October 26**

GSP Periodic Evaluation & Plan Amendments

Share Your Input

Public comment is welcome throughout the Periodic Evaluation process. If you have questions or feedback about the Vina Subbasin's GSP Periodic Evaluation, use the [comment form](#) to submit your input.

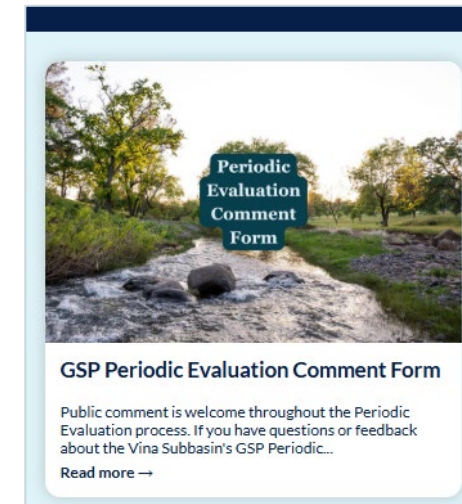
GSP Periodic Evaluation & Plan Amendments

📎 [Vina Draft Periodic Evaluation_20260915.pdf](#)

📎 [Vina_Draft Amended GSP_20260915_clean.pdf](#)

📎 [Vina_Draft Amended GSP_20260915_redlined.pdf](#)

vinagsa.org – GSP Periodic Evaluation & Plan Amendments page



Also linked at the bottom of the vinagsa.org homepage

Public Review & Comment

- Draft documents are available for public review through October 26, 2026.
- Documents and the online comment form are posted at the same location: GSP Periodic Evaluation & Plan Amendments (<https://www.vinagsa.org/gsp-periodic-evaluation-plan-amendments>).
- Comments may be submitted through the online comment form, or directly by email to vinagsa@gmail.com, throughout the review period.
- Comments received will be reviewed, combined, and included in meeting packets for SHAC and Board meetings.
- Staff will summarize comments in a memo and present them, along with any proposed revisions to the draft documents, to the SHAC and Joint Boards for their consideration at the November and December meetings.

Key Dates

- September 15, 2026: Draft documents released for public review
- September 16, 2026: Public workshop, Chico Masonic Family Center, 5:30–7:00 PM
- October 14, 2026: Deadline for comments specific to the draft Local Management Levels
- **October 26, 2026: General public review and comment period closes**
- October 28, 2026: SHAC meeting – discussion and possible recommendation on draft LML language
- November 4, 2026: Joint Board meeting – direction on draft LML language
- November 18, 2026: Final review and recommendation by the SHAC
- **December 9, 2026: Final review and adoption by the Joint GSA Boards**
- January 28, 2027: Compliance deadline to submit Final Periodic Evaluation and Plan Amendments to DWR

Draft Local Management Levels

- **Still being discussed – not yet finalized.**
- Added to the drafts per Board Direction on August 12, 2026
- Local Management Levels (LMLs) are an early-warning mechanism
- Drafted for 14 representative monitoring wells, set 20 feet below the Measurable Objective.
- Included in the Draft Plan Amendments, but subject to change based on further review and input.
- The SHAC will discuss the draft LML language and may make a recommendation on October 28, 2026; the Joint Boards will give staff direction on draft language on November 4, 2026.
- Comments specific to the LMLs are requested by October 14, 2026, to allow time for SHAC review.

Thank you



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Consideration of Professional Services Agreement No. 2026-05 with Davids Engineering for Vina Groundwater Sustainability Agency Ongoing SGMA Implementation Support Services

Contact: Christina Buck

Phone: (530) 552-3593

Meeting Date: October 14, 2026

Agenda Item: 5.4

Summary:

The Sustainable Groundwater Management Act (SGMA) requires the Vina Groundwater Sustainability Agency to carry out its Groundwater Sustainability Plan year after year, including annual reports to the Department of Water Resources, groundwater monitoring and data management, periodic evaluations, and the day-to-day operations of the agency. For the past several years, much of this work has been supported by DWR grant funding, which is now concluding, so Vina GSA is moving to an agency-funded model. To support that transition, Vina GSA issued RFP #26-01 for ongoing SGMA implementation support services, and following a competitive selection process, Davids Engineering was selected. The proposed agreement is a master contract, with specific work authorized through individual task orders.

Requested Action: Approve the Professional Services Agreement with Davids Engineering, authorize the Board Chair to execute the agreement, and authorize the Program Manager to execute task orders that are funded in the Board-adopted annual budget for the applicable fiscal year, including any adopted adjustments and amendments.



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Discussion and Direction Regarding a Groundwater Sustainability Plan Consistency Determination Process for Project Partners

Contact: Becky Anderson

Phone: (530) 552-3593

Meeting Date: October 14, 2026

Agenda Item: 5.5

Summary:

Staff will provide background on LAFCo Condition 18 and the January 2025 Memorandum of Understanding with Tuscan Water District and Rock Creek Reclamation District Groundwater Sustainability Agency and will ask the Board for general direction on its priorities for a consistency determination process and what it would like staff to bring back.

Requested Action: Give staff direction on the goals and design of a Groundwater Sustainability Plan (GSP) consistency determination process, so staff can bring back a draft process for adoption.

Attachments:

- Attachment A: Memorandum of Understanding Amongst and Between Tuscan Water District, Rock Creek Reclamation District Groundwater Sustainability Agency, and Vina Groundwater Sustainability Agency, executed January 28, 2025
- Attachment B: Butte Local Agency Formation Commission Resolution No. 18 2022/23 and Certificate of Completion for the Formation of Tuscan Water District



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

MEMORANDUM

To: Vina GSA Board of Directors

From: Dillon McGregor, GSA Program Manager

Date: October 14, 2026

Subject: Consideration of Professional Services Agreement No. 2026-05 with Davids Engineering for Vina Groundwater Sustainability Agency Ongoing SGMA Implementation Support Services

Background

The Sustainable Groundwater Management Act (SGMA) requires the Vina Groundwater Sustainability Agency (Vina GSA) to implement its Groundwater Sustainability Plan (GSP), adopted in December 2021 and approved by DWR in July 2023. Implementation activities includes the preparation of annual reports that are submitted to the Department of Water Resources (DWR), groundwater and surface water monitoring, and preparation of the five-year periodic evaluation of the GSP. In addition to ensuring SGMA compliance, there are ongoing day-to-day GSA operation activities including coordination of the Board of Directors, management of the stakeholder advisory committee, budget tracking, fee administration, public meeting support, and grant management.

Since its adoption, GSP implementation has been supported by approximately \$5.5 million in DWR Sustainable Groundwater Management Grant Program funding. These funds paid for projects that focused on filling data gaps, monitoring improvements, modeling tools, outreach, feasibility studies focused on recharge and conjunctive use, and stream gage installation as well as the first five-year periodic evaluation with submission to DWR by the compliance deadline in January 2027. That grant funding is concluding at the end of the calendar year.

In 2025, Vina GSA adopted an updated fee structure to fund its ongoing operations. Therefore, future SGMA compliance work is expected to be paid for primarily for local agency fees and conducted through professional services contracts.

The Request for Proposals

To assist the GSA Program Manager and Management Committee with ongoing SGMA compliance activities, Vina GSA issued a Request for Proposals (RFP) #26-01 for Ongoing SGMA Implementation Support Services. The RFP was issued on May 15, 2026, and proposals were due July 31, 2026. The RFP sought a single, integrated consultant team, led by a prime consultant, to support the full range of

ongoing SGMA and agency operations work, as needed. Specific work would be authorized through task orders during the contract term rather than as one fixed project.

The RFP described a variety of services that the GSA anticipates may be required over the length of the contract. Services include, but are not limited to:

- Project management and technical leadership, including a designated Project Manager and Technical Lead
- SGMA annual reports and five-year periodic evaluations, including follow-up on DWR findings and corrective actions
- Coordination of groundwater and related monitoring, data review and analysis, and maintenance of the groundwater data management system
- Groundwater and surface water modeling
- Budget development support, financial tracking, and County tax roll and direct billing (handbill) fee administration
- Stakeholder outreach and communications support
- Grant procurement and administration
- Coordination with member agencies, partner organizations, and advisory committees

Updates to the RFP process were provided to the Board including when the RFP was released, when it closed, and when proposals were received.

Three firms submitted proposals for consideration by the GSA.

Evaluation and Selection

Historically, the Butte County Department of Water and Resource Conservation has provided technical assistance and support services to the GSA, including the preparation of annual reports and preparation of the GSP and Periodic Evaluation. The Management Committee met with the County's technical team to review the RFP and identify the consultant services that the GSA would need. The Management Committee then established a five-person proposal review selection committee that included the Program Manager, members of the Management Committee, and a representative from the Rock Creek Reclamation District GSA as the cooperating GSA within the Vina Subbasin.

The selection committee scored each proposal against seven criteria published in the RFP: team structure, key personnel, and capacity (20 percent); understanding of the Vina GSA context and governance (20 percent); firm qualifications and relevant experience (15 percent); project and service delivery management (15 percent); task-level execution, using the annual report as the example (15 percent); cost proposal and rate structure (10 percent); and financial management and reporting (5 percent). Committee members scored independently first, then met to compare scores criterion by criterion. Members also disclosed any direct experience working with the firms and checked for conflicts of interest.

Based on the written evaluation, the selection committee advanced two of the three firms to interviews. Reference checks were also conducted to verify relevant experience and past performance. A separate five-person interview panel interviewed the two firms on September 16, 2026. The interview panel consisted of four of the five selection committee members, joined by one member of the Board of Directors that was designated by Board.

Following the interviews, the interview panel selected Davids Engineering, based in Chico, California. As the RFP provides, final selection and contract award are subject to Board approval.

Proposed Agreement

The agreement is Vina GSA's standard professional services agreement, with a Scope of Work and fee schedule attached as Exhibit A. It runs through February 15, 2032, which is just beyond the submission deadline of the next five-year periodic evaluation. Key terms:

- Work is authorized through individual task orders. Each states its own scope, deliverables, schedule, and not-to-exceed price. No work can begin, and no payment is due, until a task order is signed.
- Davids Engineering is paid at the hourly rates in its fee schedule. Rates are set by calendar year and may increase by no more than 5 percent annually. A proposed rate schedule for the coming year is due each December 15 so the Vina GSA can account for it in budget development. Reimbursable expenses are paid at cost.
- Brandon Ertis is named as Project Manager and Jeff Davids as Technical Lead. The Project Manager is subject to Management Committee approval, and neither can be replaced without the Vina GSA's approval.
- Davids Engineering must develop and carry out a transition and onboarding plan at the start of the contract. The scope, budget, and schedule for that work will be set by the first task order.

Task Order Authority

Task orders will come up throughout the year, and the Board meets monthly. Because the Board already approves funding for specific compliance activities and agency operations through the annual budget, staff is asking the Board to authorize the Program Manager to sign task orders that have a scope of work and not-to-exceed amounts that are consistent with the adopted budget, including adopted adjustments and amendments. A task order for a scope of work that is not funded in the budget would be brought to the Board for approval and signature.

Fiscal Impact

The agreement does not set a total dollar amount. A not-to-exceed amount for each task order will be specified. Because the Program Manager's authority is limited to budgeted work, total spending stays tied to what the Board approves each year through the budget process.

Requested Board Action

Approve the Professional Services Agreement with Davids Engineering, authorize the Board Chair to sign the Agreement, and authorize the Program Manager to execute task orders that are funded in the Board-adopted annual budget for the applicable fiscal year, including any adopted adjustments and amendments.

Attachments

- Professional Services Agreement with Davids Engineering, including Exhibit A (Scope of Work and Fee Schedule)



**VINA GROUNDWATER SUSTAINABILITY AGENCY
PROFESSIONAL SERVICES AGREEMENT
No. 2026-05**

This Agreement is entered into as of the date last signed and dated below by and between the Vina Groundwater Sustainability Agency, a local government agency (“Agency”), and Davids Engineering, Inc., a California corporation (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the professional services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, professional services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 Agency shall pay to Contractor a fee based on:

___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

X The fee arrangement described on the attached Exhibit A.

There shall be no compensation for extra or additional work or professional services by Contractor unless approved in advance in writing by Agency. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to Agency an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Agency shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Agency for good cause shown by

Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by Agency upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. Agency has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Brandon Ertis, serving as Project Manager, and Jeff Davids, serving as Technical Lead. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify Agency and shall, subject to Agency's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by Agency to evaluate the proposed substitution. Agency shall evaluate Contractor's request and Agency shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's professional services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Agency's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Agency may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Work Products

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Agency ("Work Product") shall be the property of Agency, and Agency shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without Agency's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Agency reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If Agency reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Agency shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Agency in paper format, upon request by Agency at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Agency in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Agency or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Agency. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Agency. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor,

or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Agency or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Agency policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than Agency or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. As owner of the Confidential Material, the Agency shall be the party deciding whether the material is disclosed; the Contractor may not disclose Agency material without prior Agency authorization.

8.4 Unless otherwise directed in writing by the Agency, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Agency that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any Agency facility, plant, building, structure, utility system or other property (“Agency Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Agency Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Agency machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Agency up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Agency the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor and/or any subconsultants must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code. In such cases, Contractor and/or any subconsultant performing work requiring registration shall provide their DIR Public Works Contractor registration number before commencing any portion of such work.

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor and/or any subconsultants must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code. In such cases, Contractor and/or any subconsultant performing work requiring registration shall provide their DIR Public Works Contractor registration number before commencing any portion of such work.

9.3. Contractor may perform some of the Work pursuant to funding provided to the Agency by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on Agency and its sub-recipients (the "Funding Conditions"). For any such Work, if Agency informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to Agency's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of Agency or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers’ compensation	Statutory limits	
Employers’ liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Agency, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor’s general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Agency’s insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor’s insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Agency. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best’s rating of A:VII or better unless otherwise acceptable to Agency. Workers’ compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers’ compensation policy must be endorsed to contain a subrogation waiver in favor of Agency for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to Agency the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer’s equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 Independent Contractor. Contractor's relationship to Agency is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Agency employees, and they are not entitled to Agency employment salary, wages or benefits. Contractor shall pay, and Agency shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Agency, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without Agency's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Agency in the manner provided in section 11 of this Agreement.

12.4 Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal Agency court where Agency's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Agency:
Vina Groundwater Sustainability Agency
Attn: Becky Anderson-Fairbanks
E-mail: RFairbanks@buttecounty.ca.gov

Contractor:
Davids Engineering, Inc.
Attn: Brandon Ertis
E-mail: brandon@davidsengineering.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 Signatures and Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Vina Groundwater Sustainability Agency:

Dated: _____

By: _____
Jeff Rohwer, GSA Board Chair

Davids Engineering, Inc.

Dated: _____

By: _____
John B. Davids, P.E., President

Reviewed for Contract Policy Compliance Approved as to Form

Dated: _____

By: _____
Kamie Loeser, GSA Management Committee Member

Dated: _____

By: _____
Valerie Kincaid, GSA Legal Counsel

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE

Contractor shall provide ongoing technical, regulatory, operational, and administrative support services necessary to support implementation of SGMA and the effective operation of the Vina Groundwater Sustainability Agency. This Agreement establishes a long-term professional services relationship to support recurring, periodic, and as-needed professional services over the term of the Agreement, rather than a single, fixed project. Specific tasks, priorities, schedules, and levels of effort shall be established by the Agency through Task Orders during the term of this Agreement.

Duties and Obligations of Contractor

Contractor shall provide the professional services described below, as authorized through individual Task Orders issued during the term of this Agreement.

Project Management and Technical Leadership

Contractor shall designate Brandon Ertis as the Project Manager to serve as the Agency's primary point of contact, responsible for overall coordination of professional services, management of Contractor and subconsultant staff, coordination of Task Orders with the Agency's Program Manager, tracking of schedules and deliverables, and proactive communication of issues and risks. The designated Project Manager shall be subject to approval by the Agency's Management Committee and shall not be replaced without the Agency's prior written approval, except in circumstances beyond Contractor's control. Any proposed replacement shall be of equal or greater qualifications and experience.

Contractor shall designate Jeff Davids as the Technical Lead, who has expertise in groundwater management and SGMA implementation, and shall be available to respond to technical questions and present information to the Program Manager, Management Committee, Board of Directors, advisory committees, and the public.

Prior to or concurrent with the initiation of professional services, Contractor shall develop and implement a structured transition and onboarding plan to ensure continuity of ongoing SGMA obligations and efficient assumption of responsibilities. The plan shall include a review of existing data systems, active monitoring programs, ongoing compliance obligations, and relevant institutional history. Contractor shall lead this process and coordinate with any incumbent consultants or existing service providers, where applicable, to facilitate a smooth transfer of data, documentation, and ongoing work responsibilities. The Agency will provide reasonable support and access to existing materials to facilitate a successful transition. The specific scope, budget and schedule of this work will be established by Task Order.

GSA Governance and Operations

Through this agreement and over the term of the contract, Contractor may support the effective functioning of the Agency, including:

- Budget development and financial tracking, including expenditure monitoring and preparation of financial summaries
- County Tax Roll and direct billing (handbill) fee administration
- Administrative and compliance support, including tracking of regulatory deadlines and coordination with member agencies and stakeholders

- Other operational support services as needed and as specified through executed Task Orders

SGMA Monitoring and Sustainable Groundwater Management

Contractor shall provide technical and regulatory professional services to support SGMA compliance and implementation of the Vina Subbasin GSP. Specific tasks may include:

- Preparation, coordination, submittal, and presentation of SGMA Annual Reports, including compilation, analysis, and interpretation of groundwater level, groundwater quality, and surface water monitoring data
- Preparation, coordination, submittal, and presentation of the required five-year Periodic Evaluation, including support for review of and response to findings from the first Periodic Evaluation and coordination of any required corrective actions or follow-up submittals as directed by DWR
- Groundwater and related monitoring, including coordination of monitoring programs and data review
- Surface water and groundwater modeling
- Maintenance and support of the Agency's groundwater-related data management system
- Stakeholder outreach and communications support, including preparation and coordination of outreach materials such as informational materials, website content, email communications, and social media content, and support for public workshops and stakeholder meetings, consistent with the communication and engagement strategies identified in the GSP
- Other technical and regulatory support as SGMA guidance or requirements evolve and as specified through executed Task Orders

Grant Procurement and Grant Administration Support

Contractor shall support or lead, as directed by the Agency and as specified in Task Orders, the identification and pursuit of grant funding opportunities, including preparation of applications, grant administration, reporting, and closeout, and shall proactively communicate grant deadlines and compliance obligations.

Coordination with Member Agencies and Partner Organizations

Contractor shall coordinate with the Management Committee, Board of Directors, advisory committees, Butte County, and other partner agencies as appropriate.

Flexibility of Services

The scope of professional services described above is intentionally broad to allow the Agency flexibility to respond to evolving SGMA requirements, funding conditions, and local priorities. The level of effort and specific professional services provided may vary over time based on Agency direction, regulatory requirements, and available funding, and may include tasks not explicitly identified above but reasonably necessary to support SGMA compliance and Agency operations.

Task Orders

As the need for professional services arises, the Agency shall issue a written Task Order to Contractor authorizing the specific work to be performed. Each Task Order shall identify the scope of professional services, budget, expected deliverables, project schedule, and the Agency's designated Program Manager

for that Task Order. A Task Order shall be of no force or effect until signed by both parties, and no work shall commence, and no compensation shall be due, until a Task Order has been fully executed.

General Assumptions

- This Scope of Work is intended to be broad enough to cover foreseeable SGMA compliance and GSA operational needs through the term of this Agreement, which shall expire on February 15, 2032, unless sooner terminated or extended by written amendment.
- Contractor shall provide comprehensive professional services consistent with this Scope of Work.
- Professional services not explicitly listed but reasonably necessary to support SGMA compliance and effective GSA operations may be required.
- Specific tasks, priorities, and levels of effort will be established by the Agency through Task Orders during the term of this Agreement.
- The Agency shall provide timely notification, data, documentation, and review necessary for Contractor to perform the Work.
- Input, review, or assistance provided by the Agency or its member agencies shall not relieve Contractor of responsibility for delivering the professional services described in this Scope of Work.

Compensation

This Agreement does not establish an aggregate not-to-exceed amount for all Task Orders combined. Instead, each Task Order shall specify its own not-to-exceed price, established through negotiation between the Agency and Contractor at the time the Task Order is issued. The total amount payable by the Agency under this Agreement shall be the cumulative total of all executed Task Orders.

Agency shall pay to Contractor a fee based on Contractor's time and expenses necessarily and actually expended or incurred on the Work. Contractor shall be compensated for hours worked at the rates specified in Contractor's Fee Schedule, attached hereto. Rates shall be established on a calendar year basis (January 1 through December 30). Contractor may adjust rates once annually by no more than five percent (5%) and shall provide the Agency with a proposed rate schedule for the upcoming calendar year no later than December 15 of each year, to allow the Agency to incorporate the adjustment into its annual budget development process.

Contractor shall submit fully itemized invoices monthly, identifying the applicable Task Order number, dates of service, hours worked by staff level, a description of work performed, and any reimbursable expenses with supporting documentation. Reimbursable expenses shall be reimbursed at cost. No Task Order shall exceed its stated not-to-exceed price unless amended in writing by both parties.

Schedule

The period of performance for each Task Order shall be as specified therein.

Fee Schedule

2026 Rate Schedule

Labor Rates (Effective January 1, 2026)

Labor Classification	Hourly Rate ¹	Labor Classification	Hourly Rate ¹
Engineering Team		Technical Team	
Senior Principal Engineer	\$280	Supervising Technician	\$187
Principal Engineer	\$267	Senior Technician	\$171
Supervising Engineer	\$244	Associate Technician II	\$163
Senior Engineer	\$223	Associate Technician I	\$155
Associate Engineer II	\$213	Staff Technician II	\$144
Associate Engineer I	\$202	Staff Technician I	\$134
Staff Engineer II	\$188	Assistant Technician II	\$114
Staff Engineer I	\$175	Assistant Technician I	\$99
Assistant Engineer II	\$149	Intern Team	
Assistant Engineer I	\$130	Intern II	\$85
Specialist Team ²		Intern I	\$59
Supervising Specialist	\$220	Client Intern ³	\$39
Senior Specialist	\$201	Support Team	
Associate Specialist II	\$192	Senior Project Manager	\$205
Associate Specialist I	\$182	Communications Specialist	\$180
Staff Specialist II	\$169	Senior Project Assistant	\$154
Staff Specialist I	\$158	Associate Project Assistant	\$140
Assistant Specialist II	\$134	Staff Project Assistant	\$121
Assistant Specialist I	\$117	Other	
		Expert Witness	Market Rate ⁴
		Strategic Advisor	Market Rate ⁴
		Professional Land Surveying	Cost + 15%

Notes:

¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.

² Specialist Team includes, but is not limited to Data Scientists, Hydrologists/Hydrogeologists, etc.

³ DE team member working under direct client supervision.

⁴ Market rates subject to negotiation.



Water



Infrastructure



Technology

2026 Rate Schedule

Vehicle, Equipment, and Material Rates (Effective January 1, 2026)

Item	Rate ¹
Current IRS Mileage (\$ / mile)	\$0.725
Field Vehicle (4 x 4) (\$ / mile) ⁵	\$1.400
Meals (\$ / person / day) ⁶	\$68
Hotel (\$ / person / day) ⁷	\$150
Salinity Sensor (\$ / day)	\$35
Telemetered Data Logger (\$ / month)	\$75
Pressure Transducer (\$ / month)	\$105
Telemetered Water Level Sensor (\$ / month)	\$155
Portable Transit Time Flowmeter (\$ / day)	\$105
Time Series Data Management Software (\$ / site / month)	\$155
SonTek FlowTracker (ADV) (\$ / day)	\$130
EMLID Real Time Kinematic (RTK) Survey (\$ / day)	\$260
SonTek RiverSurveyor with RTK GPS (\$ / day)	\$335
SonTek RiverSurveyor with Remote Control (\$ / day)	\$560
Motor Boat 18 ft. with Jet Engine (\$ / day)	\$615
TechnoFlo Mag Meter (\$ / month)	\$560
UTV (\$ / day)	\$620
UTV with Tracks (\$ / day)	\$725
Day Rental: Field Trailer	\$150
Telemetered Hydroacoustic Flowmeter (\$ / month)	\$830
Telemetered Image Velocimetry (\$ / site / month)	\$450
Monitoring Equipment and Materials (\$ / item)	Unit Costs

Notes:

¹ Labor and equipment rates are subject to revision at the beginning of each calendar year.

⁵ Full set of power tools, ladders, shovels, rakes, and other equipment for field visits.

⁶ Meals charged at actual cost, not to exceed U.S. GSA M&IE Standard Rate Total.

⁷ Daily lodging charged at actual cost, not to exceed U.S. Daily Lodging Rate for Sacramento County.



Water



Infrastructure



Technology



Vina Groundwater Sustainability Agency Agenda Transmittal

Subject: Discussion and Direction Regarding a Groundwater Sustainability Plan Consistency Determination Process for Project Partners

Contact: Becky Anderson

Phone: (530) 552-3589

Meeting Date: October 14, 2026

Agenda Item: 5.5

Summary:

Staff will provide background on LAFCo Condition 18 and the January 2025 Memorandum of Understanding with Tuscan Water District and Rock Creek Reclamation District Groundwater Sustainability Agency and will ask the Board for general direction on its priorities for a consistency determination process and what it would like staff to bring back.

Requested Action: Give staff direction on the goals and design of a Groundwater Sustainability Plan (GSP) consistency determination process, so staff can bring back a draft process for adoption.

Attachments:

- Attachment A: Memorandum of Understanding Amongst and Between Tuscan Water District, Rock Creek Reclamation District Groundwater Sustainability Agency, and Vina Groundwater Sustainability Agency, executed January 28, 2025
- Attachment B: Butte Local Agency Formation Commission Resolution No. 18 2022/23 and Certificate of Completion for the Formation of Tuscan Water District



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

MEMORANDUM

To: Vina GSA Board of Directors

From: Dillon McGregor, Interim GSA Program Manager

Date: October 14, 2026

Subject: Discussion and Direction Regarding a Groundwater Sustainability Plan Consistency Determination Process for Project Partners

Recommended Action: Give staff direction on the goals and design of a Groundwater Sustainability Plan (GSP) consistency determination process, so staff can bring back a draft process for adoption.

Background

The Vina GSA Board holds full authority under the GSP to decide whether a proposed project or management action is consistent with the Plan.

Tuscan Water District (TWD) was formed in 2024 to help fund and build projects supporting the Vina Subbasin GSP. As a condition of TWD's formation, Butte County Local Agency Formation Commission (LAFCo) Resolution No. 18 2022/23 (Condition 18) requires that before TWD approves any GSP implementation activity that could cause a physical change in the environment, TWD must first get a determination from the Vina GSA that the project is consistent with the GSP. The January 2025 Memorandum of Understanding (MOU) between TWD, Rock Creek Reclamation District (RCRD) GSA, and Vina GSA acknowledges this requirement, but it does not describe how the GSA actually makes that determination.

Condition 18 defines the review as ministerial. The GSA determines only whether a project fits within the GSP, either because it is already identified in the Plan or because it is consistent with the Plan's goals and objectives. The GSA has no discretion under Condition 18 to approve, modify, or condition a TWD project, only to determine whether it is or is not consistent.

Vina GSA Board Director Jim Graydon asked, at the May Board meeting, that this item be brought forward so the Board can give direction on what a consistency determination process should look like. This report lays out the main design questions for the Board's consideration.

Discussion

TWD is the reason this item is before the Board, and it is the working example throughout this report. TWD's obligation to seek this determination comes from LAFCo Condition 18. Whether this process would extend to a different project partner in the future depends on whether a similar legal requirement applies

to them, and staff will confirm that with Legal Counsel before bringing back a draft. At this stage, staff is not asking the Board to settle the details of a process, only for a general sense of direction so a draft can come back for review.

Priorities. What does the Board want this process to accomplish? Some priorities point toward a stricter standard that protects the integrity of the GSP. Others point toward a more permissive standard that welcomes project partners and moves faster, which matters given Brown Act posting timelines. Staff is looking for a general sense of where the Board wants to land so that sense can guide the details of a draft process.

Direction to staff. What would the Board like to see when this comes back? That could be a fully drafted process ready for adoption, a set of options to choose between, examples of how other GSAs handle similar determinations, or something else entirely. The Board's answer here, along with any timeline it has in mind, will shape how staff approaches the next draft.

Recommended Action

Staff recommends the Board discuss its priorities for this process and give direction on the questions above. Staff will use that direction to draft a formal consistency determination process for the Board's consideration and adoption at a future meeting.

Attachments

- Attachment A: Memorandum of Understanding Amongst and Between Tuscan Water District, Rock Creek Reclamation District Groundwater Sustainability Agency, and Vina Groundwater Sustainability Agency, executed January 28, 2025
- Attachment B: Butte Local Agency Formation Commission Resolution No. 18 2022/23 and Certificate of Completion for the Formation of Tuscan Water District

**MEMORANDUM OF UNDERSTANDING AMONGST AND BETWEEN TUSCAN
WATER DISTRICT, ROCK CREEK RECLAMATION DISTRICT GROUNDWATER
SUSTAINABILITY AGENCY, AND VINA GROUNDWATER SUSTAINABILITY
AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between TUSCAN WATER DISTRICT, a California water district (**Tuscan**), ROCK CREEK RECLAMATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY (**Rock Creek GSA**), and VINA GROUNDWATER SUSTAINABILITY AGENCY (**Vina GSA**) this 28th day of JANUARY, 2025 (**Effective Date**). Tuscan, Rock Creek GSA, and Vina GSA may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Tuscan is a newly created California water district within Butte County formed to provide its landowners with sustainable management of groundwater resources within Tuscan’s boundaries, including, within those boundaries, implementation of the Sustainable Groundwater Management Act (SGMA) as well as the adopted Groundwater Sustainability Plan for the Vina Subbasin (**Vina Subbasin GSP**).

B. There are two Groundwater Sustainability Agencies (**GSAs**) within The Vina Subbasin (Subbasin 5-021.57) (Rock Creek GSA and Vina GSA). There is a single groundwater sustainability plan for the Vina Subbasin – the Vina Subbasin GSP. The GSAs are responsible for preparing, adopting, and implementing the Vina Subbasin GSP within their respective boundaries.

C. The boundaries of the Tuscan overlap with the GSA boundaries. Tuscan was formed in 2024, well after Rock Creek GSA and Vina GSA became GSAs, in 2016 and 2019 respectively. Tuscan is not a GSA and has not adopted the Vina Subbasin GSP. However, the Tuscan recognizes the Vina Subbasin GSP is the planning document that provides guidance with regard to achieving groundwater sustainability in the Vina Subbasin, including the land within the Tuscan boundary. Tuscan’s primary purpose as a California water district is to sustainably manage groundwater resources within its boundaries and pursue projects and management actions designed to achieve and maintain groundwater sustainability.

D. Rock Creek GSA commented to the Local Agency Formation Commission of the County of Butte (**LAFCo**) during the process to form Tuscan as a California water district. In its May 11, 2021 comment letter, Rock Creek GSA supported formation of Tuscan, subject to the following principles and understandings:

1. Tuscan will not perform any service currently performed by RCRD;
2. RCRD, in its capacity as a GSA, will retain its autonomy to develop, adopt, and implement the Vina Subbasin GSP within its boundaries. Tuscan may, however, participate in the development and implementation of the Vina Subbasin GSP; and
3. Tuscan will, subject to an agreement with RCRD, cooperate with the Rock Creek GSA in the pursuit of projects and management actions identified in the Vina Subbasin GSP.

E. LAFCo, by its Resolution No. 18 2022/2023, approved the formation of Tuscan as a California water district. LAFCo's Certificate of Completion for the formation of Tuscan dated February 1, 2024 and recorded on the same date as Document No. 2024-0003918 in the Official Records of Butte County (**Certificate of Completion**) identifies the conditions of formation required by LAFCo. Condition 13 (**Condition 13**) requires Tuscan, within one year from recordation of the Certificate of Completion, to enter into a memorandum of understanding with Rock Creek GSA and other GSAs within the Vina Subbasin whose jurisdictional boundaries overlap with Tuscan establishing the formal government to government working relationship between Tuscan and the Vina Subbasin GSAs (including (1) acknowledgment of the roles of each agency under SGMA, and methods for communication, cooperation and collaboration, and (2) establishing points of contact and any other matter leading to cooperation in the implementation of the Vina Subbasin GSP, and identifying Tuscan as a GSA partner.

F. Condition 18 provides, in part, that before approving any groundwater sustainability plan (GSP) implementation activity subject to the California Environmental Quality Act (CEQA), Tuscan should work with the Vina GSA to ensure such projects are consistent with the Vina Subbasin GSP.

G. The Parties desire to enter into this MOU to comply with Condition 13.

THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this MOU is to establish a formal collaborative and cooperative working relationship between Tuscan, on the one hand, and Rock Creek GSA and Vina GSA, on the other hand, in the implementation of the Vina Subbasin GSP enabling Tuscan to serve as a partner with those GSAs implementing SGMA within the Vina Subbasin.

2. **Acknowledgement of Roles.**

(a) **Tuscan:**

1. Tuscan will represent its landowners in the development of projects and activities funded by Tuscan in achieving groundwater sustainability
2. Tuscan will serve as a partner to Rock Creek GSA and Vina GSA and provide support through implementation of projects and management actions as identified in the Vina Subbasin GSP, as that GSP may be amended from time to time. Tuscan is not a GSA and will not undertake any duties or authorities of a GSA.
3. Except as otherwise provided in this MOU, Tuscan may participate in the implementation of SGMA and the Vina Subbasin GSP to the same extent as any interested party within the Vina Subbasin.

(b) Rock Creek GSA and Vina GSA:

1. Rock Creek GSA and Vina GSA will fulfill their duties and responsibilities as GSAs in the Vina Subbasin; neither GSA has delegated to Tuscan, and they each will retain, all of their authority as a GSA under SGMA, including all of their authority to amend and implement the Vina Subbasin GSP.
2. Rock Creek GSA and Vina GSA shall continue to fulfill their respective duties as GSAs, which may include, but is not limited to, submission of annual reports, updates to the Vina Subbasin GSP, continued collaboration with the Department of Water Resources, and implementation of projects and management actions identified for each in the Vina Subbasin GSP. In the event either GSA collaborates with Tuscan on any of those projects and management actions, the GSA reserves for its discretion the scope of that collaboration.

3. Methods for Communication, Cooperation, and Collaboration. The Parties shall communicate, cooperate, and collaborate in the following ways:

(a) Information Sharing:

1. The Parties agree to share data, studies, reports, and other information related to groundwater conditions, Vina Subbasin GSP projects and management actions, and other topics reasonably related to groundwater management in the Vina Subbasin.
2. The Parties shall each commit to timely and transparent communication regarding any changes or updates to projects and management actions that may affect the other Party.

(b) Cooperation and Collaboration:

1. Subject to and as provided under Condition 18, Tuscan may develop and implement groundwater projects and management actions within those areas of Tuscan's boundaries overlapping with Rock Creek GSA and Vina GSA and commits to inform and collaborate with the GSAs on such endeavors.
2. The Parties will use their best efforts to identify opportunities to work together on groundwater management projects and management actions benefitting the sustainability goals outlined in the Vina Subbasin GSP.
3. The Parties may collaborate to secure grants and funding for Vina Subbasin GSP projects and other groundwater sustainability actions in the Vina Subbasin.

4. Points of Contact. Tuscan, Rock Creek GSA, and Vina GSA shall each designate and maintain a primary point of contact to facilitate communication and coordination. In the event of any change in the point of contact, the designating Party shall promptly notify the

others of the change. The designated points of contact for each Party shall meet, either in-person or by videoconference, at least annually to discuss water management activities in the Vina Subbasin, including ongoing Vina Subbasin GSP implementation efforts, opportunities for collaboration, and any potential challenges needing to be addressed.

5. **Term, Termination, and Amendment.**

- (a) This MOU will remain in effect for a period of five (5) years following the Effective Date and may be extended upon mutual agreement of the Parties.
- (b) Any Party may terminate its participation in this MOU upon sixty (60) days' written notice to the other Parties. However, before sending any notice of termination to the other Parties, the Party seeking to terminate participation in this MOU shall meet and confer informally with the other Parties to attempt resolution of any concern or dispute giving rise to its desire to no longer participate in this MOU.
- (c) This MOU may be amended or modified in writing by mutual consent of all Parties at any time during the term of MOU.

6. **General Provisions.**

- (a) Except as expressly provided in this MOU, nothing in this MOU creates any financial rights or obligations among the Parties. Any sharing of costs among the Parties will be the subject of a separate written agreement.
- (b) This MOU (i) is the final and complete expression of the agreement among the Parties regarding its subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement or representation, (ii) may not be amended, nor may any of its provisions be waived, except by an instrument in writing signed by all Parties, (iii) will be construed according to the laws of the State of California, and (iv) has been jointly negotiated and drafted, and Civil Code section 1654 will not apply in its interpretation.

TUSCAN WATER DISTRICT

By: Richard McGowan
Richard McGowan, President Date

ROCK CREEK RECLAMATION
DISTRICT GSA

By: Darren Rice 1/28/2025
Darren Rice, Chairman Date

VINA GSA

By: Evan Tuchinsky 1/28/25
Evan Tuchinsky, Board Chair Date

Requested by and when recorded mail to:

Executive Officer
BUTTE LOCAL AGENCY FORMATION COMMISSION
1453 Downer Street, Suite C, Oroville, CA 95965

Attest: February 1, 2024

The following 106 page document is a correct copy of the original on file and of record in the LAFCO office.

By Krystal Bradford, Deputy

2024-0003918

Butte

Keaton Denlay
County Clerk-Recorder

02/01/2024 03:11 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

CERTIFICATE OF COMPLETION

As Executive Officer of the Butte Local Agency Formation Commission, I hereby certify that the attached documents are complete and in accordance with the boundaries, modifications and conditions specified by the Commission in its Resolution No. 18 2022/23 approving this action pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, as follows:

A. The short-form title of the above-mentioned proceeding is:

21-06 – Formation of the Tuscan Water District

B. The name of each affected local agency involved in this change of organization or reorganization:

Tuscan Water District

C. The name of the County or Counties in which the entire District is located is Butte County

D. Type of Action taken: Change of Organization – Formation of Special District

E. Boundary description and any terms and conditions:

As identified in Butte Local Agency Formation Commission Resolution No. 18 2022/23 as set forth in the "Attachment "A" and by reference incorporated herein.

The following conditions require specified actions to be taken by the Tuscan Water District for which the failure to execute these actions may result in the dissolution of the District for failure to perform the District formation terms and conditions: Conditions 6.a (revenue measure); 6.b (municipal service review and sphere of influence application); 9 (electoral divisions created); 13 (Memorandum of Understanding with Groundwater Sustainability Agencies).

F. The change of organization was:

 Ordered without an election.

 X Confirmed by the landowner voters by a mailed ballot election on December 5, 2023.

Local Agency Formation Commission

Dated: February 1, 2024

By:

STEPHEN LUCAS, Executive Officer

**AMENDED RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF BUTTE MAKING DETERMINATIONS
AND APPROVING THE FORMATION OF THE TUSCAN WATER DISTRICT –
LAFCO FILE NO. 21-06**

RESOLVED, by the Local Agency Formation Commission of the County of Butte, State of California, that:

WHEREAS, a Petition of Application signed by 57-percent of the landowners in the proposed Water District was filed with the Commission to initiate the change of organization; and

WHEREAS, application has been made to this Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.) for consideration of a proposal for the formation of the Tuscan Water District as shown in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, an application to form the Tuscan Water District, a California Water District as defined in the California Water Code, Section 34000 et seq., has been filed with the Executive Officer of the Local Agency Formation Commission of Butte County, California by petition, and said application complied with all the requirements of law and the Commission; and

WHEREAS, the Executive Officer has given the notices required by law and forwarded copies of his report to officers, persons and public agencies prescribed by law; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56658, set December 2, 2021, as the initial hearing date and gave the required notice of public hearing; and the matter was continued to the meeting of January 6, 2022, and continued again to February 3, 2022, in the City of Oroville City Council Chambers; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56665, has reviewed this proposal and prepared a report including his recommendations thereon, and has furnished a copy of this report to each person entitled to a copy; and

WHEREAS, this Commission has considered the application materials, studies, attachments, and other documentation at the December 2, 2021, January 6, 2022, and February 3, 2022, public hearings which is incorporated by reference herein; and

WHEREAS, on December 2, 2021, January 6, 2022, and February 3, 2022, this Commission heard and received, all oral and written protests, objections and evidence, which were made, presented, or filed, and all persons present were given the opportunity to hear and be heard in respect to any matter concerning this proposal; and

WHEREAS, this Commission considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, factors specified in Government Code Sections 56301, 56668; and 56886.5(a); and the California Water Code Section 34000; and

WHEREAS the Commission adopted Resolution No. 11 2021/22 on February 3, 2022, approving the formation of the Tuscan Water District (TWD) and ordering the formation subject to protest proceeding and election; and

WHEREAS, protest proceedings were duly held and protests were not received representing a majority protest, so the Executive Officer, pursuant to the Resolution requested that the Board of Supervisors of Butte County (BOS) call an election with regard to the formation, election of a board of directors, and adoption of a parcel charge to fund the operation of the district; and

WHEREAS the BOS by minute order on April 7, 2022, directed the Elections Officer to proceed with a mailed ballot election as requested; and

WHEREAS, the Elections Department prepared a ballot form and proceeded to conduct the mailed ballot election; and

WHEREAS, On September 16, 2022, James McCabe sent a letter to the Butte County Clerk Recorder objecting to the election proceeding. He pointed out that the Elections Office had failed to send the Notice of Election required by Government Code § 57130. And that the proposed ballot measure for a parcel charge to fund the operation of the district was contrary to the requirements of Prop 218. AquAlliance raised similar objections in a letter dated September 19, 2022; and

WHEREAS, On September 27, 2022, the County Elections Official posted a News Release stating that "due to concerns that were raised regarding whether adequate notice of the election was provided, the Elections Official has determined that the official canvass will not be conducted as scheduled, and no results will be certified at this time. A new election will instead be re-noticed and scheduled for a future date;" and

WHEREAS, LAFCo was requested by the County to submit a new request to the BOS calling for a new election.

WHEREAS, On December 7, 2022, Mr. McCabe sent a further letter to the Butte County Administrative Officer outlining his concerns with the TWD election process, the proposed parcel charge, and originating LAFCo Resolution No. 11 2021/22 adopted February 3, 2022; and

WHEREAS, On January 3, 2023, Butte County Counsel provided a letter to LAFCO stating that "On behalf of the Clerk of the Board of Supervisors and the Clerk-Recorder/Registrar of Voters Office, the Butte County Counsel's Office is requesting that the Butte LAFCo Commission review Mr. McCabe's letter and adopt, if appropriate, a revised TWD Formation resolution to submit to the County that addresses the issues he has raised."; and

WHEREAS, The Commission has determined that it is appropriate and necessary to adopt a new Resolution No. 18 2022/23, amending and restating Resolution No. 11 2021/22 to address the concerns raised; and

WHEREAS, after a duly noticed public hearing and consideration of any further testimony received.

NOW THEREFORE, the Local Agency Formation Commission of the County of Butte **DOES HEREBY RESOLVE, DETERMINE AND ORDER**, to adopt Resolution No. 18 2022/23, amending and restating Resolution No. 11 2021/22 to read as follows:

Section 1. Environmental Findings:

- A. Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the Commission, and the facts outlined herein, the Commission finds that the formation of the Tuscan Water District is not subject to CEQA for the following reasons:

i. The formation of the Tuscan Water District is not a "project" under CEQA

LAFCo approval of a change of organization (such as a special district formation) is a project under CEQA when the action has a potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines §§ 15060(c) & 15378.) For example, a local government change of organization approval is a CEQA project when it constitutes an essential and conclusive step that foreseeably will culminate in some action that may affect the environment (e.g., approval of annexation of territory to a city for the planned development of that territory). But, when the LAFCo approval leaves open the issue of whether, what, where, or when any actual physical change affecting the environment would ultimately take place, the approval is not a project.

The formation of a water district under these facts and at this time is not a CEQA project because the Groundwater Sustainability Plan (GSP) has not yet received approval by the Department of Water Resources (DWR) (under review) and the Groundwater Sustainability Agencies (GSAs) must then consider how to best implement the GSP, assuming the project and management actions (PMAs) will evolve throughout this stage and the preferred or planned GSP actions and projects to be implemented have not yet been fully vetted beyond cursory identification. Therefore, under the current circumstances, approval of district formation will not result in any reasonably foreseeable change to the environment.

ii. The formation of the Tuscan Water District is exempt from CEQA

Even if formation of the Tuscan Water District was a "project" under CEQA, there are six CEQA exemptions that apply to LAFCo's action:

- Common sense exemption. CEQA does not apply "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (CEQA Guidelines § 15061(b)(3).) At the time of the water district formation, there will not be any identifiable environmental changes that are reasonably foreseeable because GSP implementation actions will be evaluated, determined, and implemented at a much later stage in the SGMA/GSP process.
- Organizational activity exemption. Similarly, CEQA defines "project" to exclude "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." (CEQA Guidelines § 15378(b)(5).) At this stage and as part of the planning work toward implementing groundwater regulation, LAFCo's organizational action to create a new water district is exempt because that action at this time will not result in any physical change in the environment.
- Section 15320 Exemption. Section 15320 exempts from CEQA review requirements "changes in the organization or reorganization of local governmental agencies where the

changes do not change the geographical area in which previously existing powers are exercised." In this case the newly formed TWD will only have the authority to exercise powers already exercisable by the County Water Authority and the *** Sustainable Groundwater Management Agency (SGA) within the territory of the proposed District. Therefore the formation of the district is merely a reorganization of who exercises existing authority within the territory of the proposed district and is within the scope of the 15320 exemption.

- Funding mechanism creation exemption. A principal objective for water district formation is to create a local agency with the authority to generate local revenue through fees or assessments and fund GSP implementation projects. The creation of a government funding mechanism is not a project. (CEQA Guidelines § 15378(b)(4).)
- Natural resource protection exemption. LAFCo is a government agency authorized by state law to regulate local government changes of organization. LAFCo approval of water district formation is an action to facilitate GSP implementation, which is an action to maintain and restore the groundwater, a natural resource and a matter involving environmental protection. The regulatory process involves procedures for protection of the environment because LAFCo will create a new water district (a local government agency subject to CEQA) that must evaluate its projects under CEQA before approving GSP implementation actions. The Proposal therefore is exempt under CEQA Guidelines sections 15307 and 15308.
- Planning study exemption. "Feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration." (CEQA Guidelines § 15262.) Water district formation is exempt under this provision because it is a GSP planning-related action that will facilitate future GSP implementation actions that LAFCo, GSA, and the water district have not yet approved, adopted, or funded.
- SGMA exemption. SGMA contains a special CEQA exemption: "[CEQA] does not apply to the preparation and adoption of plans pursuant to this chapter. Nothing in this part shall be interpreted as exempting from [CEQA] a project that would implement actions taken pursuant to a plan adopted pursuant to this chapter." (Water Code § 10728.6.) This exemption distinguishes between GSP preparation and adoption (exempt) and later GSP implementing projects (not exempt). Petitioners are pursuing water district formation concurrent with GSA preparation of the Vina GSP in order for the district to exist and be able to start GSP implementation after the Vina GSP is adopted. Water district formation therefore is an organizational activity that is part of GSP preparation and adoption. At this time, the SGMA/GSP process is in the planning (exempt) phase and water district formation at this stage similarly should be considered exempt. Conversely, if LAFCo were to treat district formation as a CEQA project and undertake detailed environmental review of potential Vina GSP implementation actions, then the environmental analysis would need to evaluate the potential actions to later implement the Vina GSP, which would be inconsistent with the SGMA exemption for GSP adoption.

iii. Environmental Review is Premature

Choosing the precise time for CEQA compliance involves a balancing of competing factors. EIRs and negative declarations should be prepared as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful information for environmental assessment. (CEQA Guidelines § 15004(b).)

Since the preferred or planned GSP actions and projects to be implemented have not yet been determined, it would be difficult to identify and formulate a project for thorough and meaningful environmental assessment at this time. Consequently, detailed CEQA environmental review of the district formation at this time would be premature because (a) the analysis would occur too early in the GSP planning and development process to allow meaningful analysis of potential environmental impacts, (b) the final GSP will propose several different projects and options such that analysis of potential environmental impacts would be wholly speculative, and (c) the potential future environment-changing projects and actions are so varied and uncertain at this time that preparation of an initial study or EIR at this planning stage would be so speculative as to be meaningless.

Detailed CEQA review therefore should wait until GSP implementation project plans have matured into firm and specific proposals. Tuscan Water District will be a local government agency with its own CEQA responsibilities and obligations, and it will review proposed GSP implementation actions under CEQA as and when it identifies appropriate GSP-implementing actions or projects. As a means to ensure later CEQA compliance by TWD, this resolution includes and imposes Condition 18 to require CEQA evaluation.

The Executive Officer is authorized and directed to prepare and file a CEQA Notice of Exemption consistent with this determination.

Section 2. General Findings, Terms and Conditions:

- A. The Commission has considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, Sphere of Influence and General Plan consistency, and other factors specified in Government Code Sections 56301, 56668; and 56886.5(a); and the California Water Code Section 34000 and as described and discussed in the staff reports dated November 23, 2021 for the meeting of December 2, 2021 (Part A) and January 27, 2022, for the meeting of February 3, 2022 (Part B), and the Legal Counsel Memorandum of February 23, 2023 for the meeting of March 2, 2023.
- B. Based on the evidence, analysis, and conclusions set forth in this resolution and the Executive Officer's reports and Legal Counsel Memorandum, the Commission finds that the formation of this District serves to further the purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 including, but not limited to, the following: efficiently providing government services and facilitating the orderly formation and development of local agencies based upon local conditions and circumstances.
- C. The Commission adopts the determinations regarding consistency with LAFCO law and Commission Policies contained in the staff report for this proposal and incorporates them by reference herein.

- D. The Commission recognizes its core responsibility to preserve and protect agricultural lands (GC 56100, 56301) and finds that this proposal conforms with, and will not alter, modify or amend any current land uses or County land use designations in the Butte County General Plan. Furthermore, the Commission finds that the Tuscan Water District (TWD) formation will assist and support the continued and consistent availability of irrigation water to agricultural lands that will encourage their continued productivity and economic viability resulting in far less pressure to convert marginal agricultural lands to urban development proposals. As agricultural land protection is at the core of LAFCo's role, the formation of the TWD will do no harm to current land use patterns and help maintain agricultural as a valued economic driver in Butte County.
- E. The subject territory includes approximately 97,625 acres and 3,138 parcels of mostly private and very limited public property as described and identified in the adopted map shown as Exhibit A to this resolution and is assigned the following distinctive short form designation: 21-06 - Formation of the Tuscan Water District.
- F. Pursuant to Government Code Section 56426.5(b), the Commission is adopting an interim coterminous Sphere of Influence for the District. The Commission will, within one year of the effective date of the TWD formation, determine the long-term sphere of influence for the TWD. The Commission's conditions of approval require the TWD, within 6 months of the recording of the Certificate of Completion for the formation of the Tuscan Water District, to submit an application to LAFCo to conduct a municipal service review (MSR) and determine the sphere of influence for the new district to LAFCo and that all fees and costs associated with the application shall be borne by the applicant (TWD), including an initial deposit in an amount deemed appropriate by the Executive Officer.
- G. Pursuant to Government Code Section 56886.5, the Commission determines, based upon the public record, the responses from alternative service providers lacking interest in assuming the role proposed by the TWD, the services currently provided to the affected territory by the County of Butte and other local agencies, the County's clear intent to not actively pursue water supply and irrigation projects, and its declared support for the formation application, that existing allied agencies are in support of the TWD formation and cannot feasibly provide the needed service or services in a more efficient and accountable manner than is proposed and that a new local agency is deemed necessary.
- H. The proposed TWD would have a landowner voter Board of Directors that would be focused on making decisions about the groundwater resources in the unincorporated service area of the Vina Groundwater Basin.
- I. The proposed TWD offers the opportunity for landowners to manage the groundwater resource. The GSP shows that the Vina Groundwater Basin is in decline and is in need of a more focused management effort. It is in the best interests of all users of the Basin to better manage the groundwater resources.
- J. The landowners proposing the TWD are willing to fund and form the District to sustainably manage the groundwater resources. This brings more resources to the management of the Basin. The County would not be responsible for the entire Basin. The District would assist in complying with SGMA. The TWD could bring in an estimated \$425,000 to perhaps \$1,000,000 annually to help implement the Vina GSP and comply with SGMA. This is money that the County would not have to spend on SGMA compliance activities and areas that will not have to be managed by the County.

- K. The TWD would establish a local public agency of voluntary landowners that would sustainably manage the groundwater resource under its area. The District would work within the State Law with other agencies to provide for the reasonable use of water, pursue supply solutions, and to raise funds for planning and projects that comply with the GSP's.
- L. The affected territory will not be taxed for existing general bonded indebtedness of any agency whose boundaries are changed as required by Govt. Code § 57100(h).
- M. The Commission determines that an election on district formation will be held within the territory of the district ordered to be formed in accordance with applicable provisions of the CKH, California Water District Law, and Uniform District Election Law as required by Govt. Code § 57118(a).

Section 3. Conditions adopted by LAFCO:

Administrative Conditions

- A. All LAFCo, Butte County and State of California fees must be paid in full prior to filing the Certificate of Completion.
- B. The map and legal description shall comply with the Department of Public Works and State Board of Equalization requirements.
- C. The legal description and map, if rejected by the State Board of Equalization or amended by action of the Commission, will be revised at the expense of the applicant.
- D. The following conditions are applied by the Commission consistent with its authority granted by Government Code Sections 56301, 56668; and 56886.5(a); and the California Water Code Section 34000:

General Conditions

- 1. That the name of the California Water District shall be the Tuscan Water District.
- 2. That formation of the 97,625-acre Tuscan Water District shall be contingent upon:
 - a. A successful landowner vote. The vote required for confirmation shall be an affirmative vote of a majority of the votes cast in the election, with each landowner having one vote for each dollar's worth of land to which the landowner holds title. Pursuant to W.C. 34422, title and worth of land shall be determined from the last equalized County Assessment Roll and, pursuant to the "land" definition at Water Code section 34014, land value shall not include land improvements. As used herein, "landowner" refers to a person who is a holder of title to land within the proposed District boundary or its legal representative as provided in Water Code Sections 19, 34026, 34027, 34030 and 35004. LAFCo will provide the Elections office with a list of properties and assessment roll information based on the boundaries of the District, but actual determinations as to the eligibility of owners to act as voters will be made by the Elections Officer.

- b. Selection of an initial nine (9) members of the Board of Directors based on the nine candidates who receive the most votes with each landowner having one vote for each dollar's worth of land to which the landowner holds title.
 - c. The formation election ballot questions are as set forth in Procedural Actions 4.F. below.
3. Prior to filing the Certificate of Completion, a revised legal description and boundary map(s) shall be submitted to reflect the service area of the Tuscan Water District as adopted by the Commission.
 4. The effective date of the Tuscan Water District formation will be determined by the certification of the election results by the Board of Supervisors and the filing of the certificate of completion by the LAFCO Executive Officer with the County Clerk-Recorder's office.
 5. The new District is not expected to receive any revenue from the proceeds of taxes for the first full fiscal year of operation. Therefore, the Commission determines provisionally under Government Code section 56811(a) that the District will not be subject to any appropriations limit. After it is formed, the Tuscan Water District shall determine the permanent appropriations limit (if any) as soon as feasibly possible consistent with Government Code §§ 56811(a) & 57120. The planned special assessment revenue is not considered "proceeds of taxes" that would be subject to an appropriations limit.

Boundaries

6. a. Pursuant to G.C. 56426.5.(b), the Commission hereby adopts an interim Sphere of Influence for the District that is coterminous with the proposed District boundaries. As a special condition of that Sphere, the sphere shall be reduced to a zero sphere and the District dissolved if the District does not successfully enact a revenue measure for the District in accordance with Condition 12 below within one year from the date of recording the Certificate of Completion as provided in Section 57077.1(c)(1) without protest or election. The Executive Officer may extend this one-year deadline based on good cause demonstrated by the District.
- b. Within 6 months of the recording of the Certificate of Completion for the formation of the Tuscan Water District, the Board of Directors of the Tuscan Water District shall submit an application to LAFCo to conduct a municipal service review (MSR) and determine the long term sphere of influence for the new district to LAFCo and that all fees and costs associated with the application shall be borne by the applicant (TWD), including an initial deposit in an amount deemed appropriate by the Executive Officer. The failure to execute this condition will result in the Commission applying a zero sphere of influence and initiating corrective actions up to and including, dissolution of the District.

Governance – Board of Directors

7. The initial Board of Directors of the Tuscan Water District shall be composed of nine (9) members as provided for in the California Water Code section 34700.
8. The initial TWD board of directors will be elected at large based on a one vote for each dollar of assessed land value formula pursuant to Water Code sections 34400-34403, 34700, 34422-34424, 35003-35125, and the Uniform District Election Law. Candidates for the TWD board of directors must be qualified pursuant to Water Code section 34700. Candidates may

self-nominate themselves but must demonstrate to the Elections Official their qualification to be a member of the board when doing so. If candidates are nominated by other individuals or entities, the candidate's qualification to be a member of the board must be stated in the nomination submitted to the Elections Official. If it has not been demonstrated to the satisfaction of the Elections Official that a candidate is qualified to be a member of the board, that candidate's name will not appear on the ballot.

9. The TWD board of directors shall within six (6) months from the date of the recording of the Certificate of Completion, adopt a resolution requesting the Board of Supervisors to establish electoral divisions based on equal size (acres) and the boundaries thereof in accordance with Water Code sections 35025 and 35026. The number of divisions shall be equal to the number of directors. (WC35025) The failure to execute this condition will result in the Commission initiating corrective actions up to and including, dissolution of the District.
10. The BOS shall at the time of calling the formation election for the proposed district, prescribe the procedure for the nomination of candidates for the initial board of directors of the district in accordance with Water Code section 34403 and other applicable provisions of the Water Code and Elections Code. The BOS shall make use of the nomination process and qualifications specified in Condition 8 above.

Governance – Future Voting

11. Conversion to Registered Voters. In accordance with Water Code sections 35040-35041, the Board of Directors of the Tuscan Water District shall, between January 1 and March 30 of each year, inspect the assessable area within the district. At such time as at least 50 percent of the assessable area within the district is devoted to and developed for residential, industrial, or nonagricultural commercial use, or any combination thereof, such fact shall be certified to the board of directors by the secretary of the district. Any time after such certification, the registered voters residing within the district may petition for a change in the voting procedure from a landowner-voting district to a resident-voting district pursuant to Water Code section 35042 *et seq.*

Governance – Finance

12. The formation of the TWD shall be contingent upon a successful vote on the formation as determined pursuant to Water Code Section 34500. The continuing operation of the District shall require that the TWD enact a special assessment or other revenue measure generating sufficient annual revenue for the ongoing operation of the District in an amount not less than \$445,600/year on all land within the District receiving a special benefit or property-related service. If the revenue measure is not successfully enacted by the District within one year of the recording of the certificate of completion, pursuant to G.C. 56886(o) the Water District shall be dissolved in accordance with the procedure set forth in G.C. 57077.1(c)(1). As an integral part of the formation conditions, the District Board shall be deemed to have initiated such dissolution in the event it fails to meet the one-year deadline. The Commission may extend this deadline for good cause upon request by the Water District.

Intergovernmental Coordination – SGMA and Water

13. The Tuscan Water District, shall within one (1) year from the date of the recording of the Certificate of Completion, enter into a memorandum of understanding (MOU) with the Vina Basin and Butte Basin Groundwater Sustainability Agencies establishing the formal,

government to government working relationship between the Tuscan Water District and the GSA's to include acknowledging the roles of each agency in the SGMA environment, methods for communication, cooperation and collaboration, establishing points of contact and any other matter that leads to cooperation in the implementation of the GSP for the basin. The MOU should identify the Tuscan Water District as a GSA partner, pursuant to the sustainable Groundwater Management Act, Water Code section 10720 et. seq. The MOU shall be provided to the LAFCo Executive Officer upon completion. The failure of the District to successfully enter into a MOU with the GSA's within one year of the Certificate of Completion being recorded, the Tuscan Water District shall be dissolved by LAFCo at the request of the TWD Board of Directors. If an agreement cannot be reached with the GSA's, the TWD can request LAFCo to mediate a resolution and/or extend this deadline for an additional period to be determined by LAFCo or modify the condition.

14. Per the MOU required in Condition No. 13, all activities, actions, projects, and proposals initiated by the Tuscan Water District within its jurisdictional boundaries related to the direct or indirect management of groundwater resources, including groundwater recharge options, shall be submitted to the appropriate GSA for review and cannot be implemented or initiated until and unless, the affected GSA Board determines in writing that the proposed activities, actions and proposals are consistent with the applicable GSP. Requests not deemed consistent with the GSA's GSP are prohibited.
15. Tuscan Water District shall submit any proposals, plans or projects regarding any extraction, use, or transfer of groundwater as defined in Butte County Chapter 33 (Groundwater Conservation), to the Butte County Department of Water and Resource Conservation for review and such proposals cannot be implemented or initiated until and unless, the Butte County Board of Supervisors or the Director of Butte County Department of Water and Resource Conservation determines in writing that the proposed activities, actions and proposals are consistent with the Butte County Code Chapter 33 (Groundwater Conservation). Requests not deemed consistent with the Butte County Chapter 33 are prohibited. The Tuscan Water District shall adhere to all the laws of the County of Butte.
16. The Tuscan Water District shall not have the power to acquire, plan, construct, maintain, improve, operate, and keep in repair the necessary works for any drainage or reclamation works within the jurisdictional boundaries or sphere of influence of the Rock Creek Reclamation District without the written consent of the Rock Creek Reclamation District Board of Directors.

General Powers and Functions

17. That pursuant to the applicable Water Code Sections the Tuscan Water District is authorized to exercise all powers and authorities subject to the following restrictions in a-e below:
 - a. The Tuscan Water District shall not have the powers to export, transfer, or move water underlying the Tuscan Water District (including groundwater pumped into an above ground storage facility) outside the Vina or Butte Subbasins. For purposes of this Condition "groundwater" shall have the meaning set forth in Water Code Section 10721(g) as follows: "Groundwater" means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water but does not include water that flows in known and definite channels unless included pursuant to Section 10722.5.

- b. The Tuscan Water District shall not have the power to acquire, plan, construct, maintain, improve, operate, and keep in repair the necessary works for the production, storage, transmission, distribution and sale of water for domestic, industrial, and municipal purposes (WC35401). These powers under the California Water Code shall be deemed inactive or latent. The District may request that LAFCO activate these powers in the future.
- c. The Tuscan Water District shall not have the power to acquire, construct, operate, and furnish facilities and services, within or without the district, for the collection, treatment, and disposal of sewage, waste, and storm water nor contract with any persons, firms, public or private corporations or public agencies or other users concerning facilities and services for said purposes. (WC35500) The District may request that LAFCO activate these powers in the future. These powers under the California Water Code shall be deemed inactive or latent.
- d. Any and all proposals or projects proposed by the Tuscan Water District (including groundwater recharge projects for the benefit of District landowners) shall be submitted to the appropriate GSA or agency under Condition Nos. 13, 14 and 15 to determine if the proposal or project is consistent with the affected GSP in sustaining the Vina groundwater basin.
- e. If the District approves and implements a project involving the delivery and/or importation of surface water into the District, then the District shall not thereafter transfer that surface water for use outside the District boundaries.

Future Projects and CEQA

- 18. As a means to ensure that later District actions comply with CEQA and are consistent with the GSP, the District shall comply with the requirements in this condition. Prior to approving any GSP implementation activity that may result in a direct or reasonably foreseeable indirect physical change in the environment, the District shall undertake these steps:
 - (a) The District shall prepare a project description and submit it to the Vina Groundwater Sustainability Agency (GSA). The GSA shall undertake a GSP consistency determination by reviewing the project description and determining whether the project is consistent with the GSP. The GSA shall determine that the project is consistent with the GSP if the project is (1) a type of project or action or within the scope of a project or action identified in the GSP as a planned or potential project or management action, or (2) consistent and compatible with the goals, objectives, purposes, and policies in the GSP. GSA staff and officers shall not use or exercise any personal or subjective judgment in deciding whether the project should be carried out. The GSA GSP consistency determination is intended to be a ministerial review, with the GSA determining only whether the project is consistent or not. This condition is not intended to confer on the GSA the discretionary authority to determine whether to approve a District project or to modify or condition a project. A principal purpose of the GSP determination review is to confirm that the proposed project will be consistent with the GSP before the District undertakes the effort, time, and expense to perform CEQA review of the project.
 - (b) If the GSA determines that the proposed project is consistent with the GSP, the District shall prepare an appropriate CEQA document for the project (e.g., notice of exemption, initial study and negative declaration, environmental impact report), adopt the CEQA document, make appropriate findings, and approve the project in accordance with the procedural and substantive requirements of CEQA. The District shall include the GSA on its distribution list

for CEQA-related notices and draft documents. If during the CEQA process the District materially changes the project description, then the District shall consult with the GSA to confirm that the proposed project as modified remains consistent with the GSP.

- (c) The District may proceed with and implement the project if the GSA has determined that it is consistent with the GSP, and the District has complied with CEQA.

Section 4. Further Procedural Actions

- A. The recitals set forth hereinabove are true, correct, and valid.
- B. The Executive Officer is hereby authorized and directed to mail certified copies of this Resolution in the manner and as provided in Section 56882 of the Government Code.
- C. The Formation of the Tuscan Water District is hereby approved subject to the terms and conditions of this Amended Resolution.
- D. This formation requires a protest proceeding to be conducted and the Commission directs the Executive Officer to set the proposal for a protest hearing and give public notice of said hearing pursuant to Butte LAFCo Policy, California Government Code section 57002, and other applicable provisions of CKH.
- E. The Commission with this resolution again requests that the Butte County Board of Supervisors direct the County Elections Official to conduct the necessary election, setting the matter for consideration of the landowner voters of the affected territory on a date consistent with election law and the Cortese-Knox-Hertzberg Act, particularly G.C. 57130. Pursuant to Water Code Sections 34422 and 35003 each landowner voter shall have one vote for each dollar's worth of land owned by the landowner. The last equalized regular (Govt. Code § 57100(g)) County assessment roll will be used to establish land values and landowner title and, pursuant to the "land" definition at Water Code section 34014, land value shall not include land improvements. As used herein, "landowner" refers to a person who is a holder of title to land within the District or its legal representative as provided in Water Code Section 19, 34026, 34027, 34030 and 35004.
- F. The formation election ballot questions to be placed before the voters are as follows:
 - 1. Shall the Butte Local Agency Formation Commission order dated March 2, 2023 ordering the formation of Tuscan Water District as a California Water District in western Butte County be approved, subject to the terms and conditions specified in the order which will require a subsequent, post-formation landowner approval of a special assessment or other lawful revenue measure generating equivalent revenue, to fund the initial administrative/organizational activities or the district shall be dissolved, all as more particularly described and set forth in Resolution No. 18 2022/23?"
 - 2. If the Tuscan Water District is formed, it will be governed by a nine (9)-member board of directors. Vote for up to nine at-large directors from the list below:
[final list of candidate names and occupational designation (if any) to be inserted here]

- G. Pursuant to §57144 and §56898 of the Government Code, the Executive Officer will prepare for the Commission's review a revised Impartial Analysis of the proposed District formation; after the Commission has approved or modified the Impartial Analysis, it shall direct the Executive Officer to submit it to the election's official no later than the last day for submission of ballot arguments.

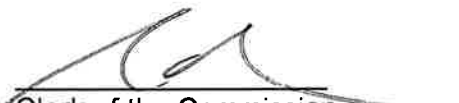
PASSED AND ADOPTED by the Local Agency Formation Commission of the County of Butte, on the 2nd day of March 2023, by the following vote:

AYES: Bolin, Johnson, Betts, McGreehan, Bradley

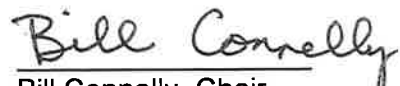
NOES: Ritter

ABSENT:

RECUSED/ Connelly
ABSTAIN:



Clerk of the Commission



Bill Connelly, Chair
Butte Local Agency Formation Commission