AGENDA
Board of Trustees-Regular Meeting
Monday, September 14th, 2015 5:00 pm @ the District Office

1. Roll Call
2. Public Expression- See End of Agenda for Information on Public Expression
3. Approval/Correction of Minutes from the Special Meeting of August 27th 2015
4. Approval/Correction of Minutes from the Special Meeting of September 8th 2015
5. Consent Calendar -- The following items are considered routine and will be enacted by a single motion and roll call of the Board.
   a. Per Diem for Trustees
   b. Rent & Utilities
   c. Ricoh
   d. Pam Rones
   e. Elizabeth Salomone
   f. Visa
   g. CLSI
   h. Jeanne Zolezzi
   i. Michael Woods

6. Committee Reports
   a. Engineering and Operations
   b. Finance and Audit
   c. Personnel and Organization
   d. Public Information and Governmental Affairs
   e. Inland Water & Power Commission

7. General Managers Report
8. Discussion and Possible Action re: UCD Reservoir Modeling
   a. Presentation by Sam Sandoval Solis regarding results of reservoir modeling
9. Discussion and Possible Action re: Flood Control Structures
   a. Presentation by Shane Feirer regarding status of mapping District flood control structures
10. Discussion and Possible Action re: Redwood Valley CWD
    a. Review Draft Financial Consultant RFP
11. Discussion and Possible Action re: Uniform Water Sale and Purchase Agreement (Mattern)
12. Discussion and Possible Action re: Adoption of Personnel documents
    a. GM evaluation timeline
    b. GM self evaluation form
    c. Exit interview form
13. Adjournment

PUBLIC EXPRESSION-The Board welcomes participation in the Board meetings. Comments shall include any item not on the agenda that is within the subject matter jurisdiction and authority of the District. No action may be taken on any item not appearing on the agenda; however, the Board may direct such items to be placed on the agenda of a future meeting or may request additional information on any such item. The Board may limit testimony to three (3) minutes per person and not more than ten (10) minutes for a particular subject. All items are considered action items unless otherwise noted. All times and the order of business are approximate and subject to change. (Posted 9/10/15)
Mendocino County  
RUSSIAN RIVER FLOOD CONTROL & WATER CONSERVATION IMPROVEMENT DISTRICT  
151 Laws Avenue, Suite D Ukiah, CA 95482  
(707) 462-5278  rrfc@pacific.net

MINUTES  
Special Meeting  
August 27th, 2015

1. Roll Call

President Richard Shoemaker called the special meeting for August 27th, 2015 to order at 5:02pm, at the District Offices at 151 Laws Ave. Suite D, Ukiah, CA 95482

Members Present:  Richard Shoemaker, President  
Alfred White, Vice President  
Paul Zellman, Treasurer

Members Absent:  Judy Hatch, Trustee  
Lee Howard, Trustee

Staff Present:  Sean White, General Manager

2. Public Expression (Audio 01:20)

No one from the public indicated an interest in speaking.

3. Approval/Correction of Minutes from Regular Meeting of August 10th, 2015

Vice President White moved to approve the minutes from Regular Meeting of August 10th, 2015. Treasurer Zellman seconded the motion. The motion was approved by roll call vote:

Ayes: 3 (Shoemaker, White, Zellman)  
Absent: 2 (Hatch, Howard)

4. Approval/Correction of Minutes from Special Meeting of August 19th, 2015

Vice President White noted in the Roll Call of the minutes the meeting is referred to as a “regular” meeting and needs to be changed to “special.”

Vice President White moved to approve the minutes from Special Meeting of August 19th, 2015 with the noted correction. Treasurer Zellman seconded the motion. The motion was approved by roll call vote:

Ayes: 3 (Shoemaker, White, Zellman)  
Absent: 2 (Hatch, Howard)
5. Discussion and Possible Action re: General Manager Recruitment (Audio 02:10)

Chair Shoemaker presented, noting that District legal counsel reviewed the recruitment agency proposal with recommended changes on the warranty. The proposed contract was updated by Bob Murray & Associates as recommended as well as an addition for allowance of four meetings in town.

Vice President White moved to approve and sign the professional services agreement with Bob Murray & Associates. Treasurer Zellman seconded the motion. The motion was approved by roll call vote:

Ayes: 3 (Shoemaker, White, Zellman)
Absent: 2 (Hatch, Howard)

Discussion was held regarding implementation of the recruitment process. A representative from Bob Murray & Associates will be in Ukiah on September 8, 2015 to conduct face to face meetings with individual Trustees to assist in developing the General Manager profile. The representative will be available from August 28th – September 12th, 2015 to conduct phone interviews with any Trustees who would prefer this to a face to face on September 8th.

Discussion was held reviewing the structure of the September 8th meeting with the Bob Murray & Associates representative.

6. Discussion and Possible Action re: Strategic Plan Draft (Audio 32:00)

President Shoemaker reported, noting Legal Counsel has reviewed the items within the Strategic Plan, as requested at the last meeting, and had no recommended changes. President Shoemaker asked staff to notify District customers of the General Manager recruitment by email and postal mailing.

Treasurer Zellman moved to approve the Mission Statement and the Strategic Plan in its entirety as presented. Vice President White seconded the motion. The motion was approved by roll call vote:

Ayes: 3 (Shoemaker, White, Zellman)
Absent: 2 (Hatch, Howard)

The Board directed staff to place the following items on the next meeting agenda:

- General Manager Evaluation Timeline
- General Manager Self Evaluation Form
- Exit Interview Form

A Special Meeting was scheduled for September 8th, 2015 with time to be announced.

7. Adjournment

Vice President White moved for adjournment at 5:50pm. President Shoemaker seconded the motion. The motion was approved by roll call vote:

Ayes: 3 (Shoemaker, White, Zellman)
Absent: 2 (Howard, Hatch)
Mendocino County
RUSSIAN RIVER FLOOD CONTROL &
WATER CONSERVATION IMPROVEMENT DISTRICT
151 Laws Avenue, Suite D Ukiah, CA 95482
(707) 462-5278  rrfe@pacific.net

MINUTES
Special Meeting
September 8th, 2015

1. Roll Call

President Richard Shoemaker called the special meeting for September 8th, 2015 to order at 5:00pm, at the District Offices at 151 Laws Ave. Suite D, Ukiah, CA 95482

Members Present:  Richard Shoemaker, President
                  Alfred White, Vice President
                  Paul Zellman, Treasurer

Members Absent:   Judy Hatch, Trustee
                  Lee Howard, Trustee

2. Public Expression (Audio 00:35)

No one from the public indicated an interest in speaking.

3. Approval/Correction of Minutes from Special Meeting of August 27th, 2015

President Shoemaker held the approval/correction of minutes from the Special Meeting of August 27th, 2015 until the next regular meeting.

4. Discussion and Possible Action: General Manager Recruitment

   a. Presentation by Bob Murray and Associates.
      President Shoemaker introduced Joel Brighton from Bob Murray and Associates. Mr. Brighton presented the recruitment process and timeline. Comments and questions were offered by Treasurer Zellman, Vice President White and President Shoemaker.

   b. Receive public input on recruitment process and candidate profile.
      No one from the public indicated an interest in speaking.

5. Adjournment

Vice President White moved for adjournment at 5:42pm. President Shoemaker seconded the motion. The motion was approved by roll call vote:

Ayes: 3 (Shoemaker, White, Zellman)
Absent: 2 (Hatch, Howard)
Willow County Water District  
Ukiah, CA 95482  

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<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<td>09/01/15 through 09/30/15</td>
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<td>520.00</td>
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<tr>
<td>Utilities</td>
<td></td>
<td>46.08</td>
<td>46.08</td>
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Total $566.08
Important Messages

Call 811 before you dig. A common cause of pipeline accidents is damage from digging. If you plan on doing any digging, such as planting a tree or installing a fence, please call 811 at least two working days before you dig. One free call will notify underground utilities to mark the location of underground lines, helping you to plan a safe project.
PREVIOUS BALANCE

RENT
MIN. IMAGES: 2,000

MODEL: MP301SPF SERIAL: C86108178
METER FROM: 07/01/2015 TO: 07/29/2015
METER BEG.: 576 END:

STATE TAX
COUNTY TAX
DISTRICT TAX

MP301SPF C86108178

CURRENT BILLING PERIOD: 08/01/2015 - 08/31/2015

YOU CAN ALSO MANAGE YOUR ACCOUNT ONLINE AT:
WWW.GETMYACCOUNTS.COM
- GO GREEN AND OBTAIN YOUR INVOICE ELECTRONICALLY
- VIEW ACCOUNT AND PAYMENT HISTORY

<table>
<thead>
<tr>
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<th>FEES</th>
<th>TOTALS</th>
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<tr>
<td>38.96</td>
<td>0.00</td>
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</table>

THANK YOU FOR YOUR PROMPT PAYMENT
AMOUNT DUE $38.96

RETAIN THIS INVOICE PORTION FOR YOUR RECORDS
Pamela L. Rones, CPA  
601 North State Street  
Ukiah, CA 95482  
707-468-5711  Fax #  707-468-0132

Bill To

Russian River Flood Control District  
151 Laws Avenue, Suite D  
Ukiah, CA 95482

<table>
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<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>Project</th>
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<tbody>
<tr>
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<td>70.00</td>
<td>63.70</td>
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<tr>
<td>0.25</td>
<td>Reconcile June bank statements</td>
<td>70.00</td>
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Total $81.20
# Invoice

Elizabeth Salomone

Date: Jun 1, 2015

To: Russian River Flood Control
    Ukiah, California

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<td>Jul 30, 2015</td>
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<td>1.00</td>
<td>$30.00</td>
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<tr>
<td>Jul 31, 2015</td>
<td>Special Meeting Minutes</td>
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<td>Meter Reading</td>
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<td>Aug 10, 2015</td>
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<td>Aug 11, 2015</td>
<td>Regular Meeting Minutes</td>
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<td>Aug 19, 2015</td>
<td>Special Meeting</td>
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<td>$45.00</td>
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<td>Aug 20, 2015</td>
<td>Special Meeting Minutes</td>
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<td>Special Meeting</td>
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<td>Special Meeting Minutes</td>
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<td>Sep 3, 2015</td>
<td>Meter Reading</td>
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<td>Sep 5, 2015</td>
<td>Meter Reading</td>
<td>2.00</td>
<td>$60.00</td>
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<tr>
<td>Sep 7, 2015</td>
<td>Meter Administration</td>
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</table>

Sub totals: 29.25 | $877.50

TOTAL: $877.50
Savings Bank Of Mendocino County

August 2015 Statement
Open Date: 07/14/2015   Closing Date: 08/13/2015

Visa® Community Card
MCRRFC & WCID (CPN 001430405)

Activity Summary

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<td>Payments</td>
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<td>Other Credits</td>
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<tr>
<td>Purchases</td>
<td>$4,628.57</td>
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<tr>
<td>Balance Transfers</td>
<td>$0.00</td>
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<tr>
<td>Advances</td>
<td>$0.00</td>
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<tr>
<td>Other Debits</td>
<td>$0.00</td>
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<tr>
<td>Fees Charged</td>
<td>$0.00</td>
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<tr>
<td>Interest Charged</td>
<td>$0.00</td>
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New Balance: $4,570.57
Past Due: $0.00
Minimum Payment Due: $46.00
Credit Line: $5,000.00
Available Credit: $429.43
Days in Billing Period: 31

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a $35.00 Late Fee and your APRs may be increased up to the Penalty APR of 28.99%.

Payment Options:
- Mail payment coupon with a check
- Pay online at myaccountaccess.com
- Pay by phone 1-866-552-8855
### Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

### Transactions

<table>
<thead>
<tr>
<th>Post Date</th>
<th>Trans Date</th>
<th>Ref #</th>
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<th>Amount</th>
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<tr>
<td>07/15</td>
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<td>4217</td>
<td>GALAXY TACO LA JOLLA CA</td>
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<td>07/16</td>
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<td>6889</td>
<td>THE SHORES RESTAURANT LA JOLLA CA</td>
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<tr>
<td>07/16</td>
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<td>1387</td>
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<td>07/19</td>
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<td>07/31</td>
<td>7645</td>
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**Total for Account 4798 5100 5283 9582**

$4,628.57

### Transactions

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<tr>
<td></td>
<td></td>
<td></td>
<td>GIS SOFTWARE FOR MAPPING GROWTH CONTROL</td>
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<td></td>
<td></td>
<td>STRUCTURES AS WELL AS PODS</td>
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Russian River Mainstem WDMP reporting

The Ca. Land Stewardship Institute (CLSI) was asked by the Russian River Flood Control and Water Conservation District to manage an online tool for reporting projected daily water needs for frost control. As part of taking over this tool and managing it we completed the following tasks:

- Met with the Sonoma County Water Agency, which developed the tool.
- Migrated the tool from the SCWA gmail to CLSI gmail, contacted Todd at the SCWA on a number of occasions to assist with this process.
- The tool was revised to make it useful to both the growers and the dam operators. For example the tool converts the total projected daily water demand into cfs from gpm for use by the dam operator.
- Tool was repaired a number of times.
- Completed conference call part way through the frost season to discuss additional needed changes.
- Established validation rules for diversion quantities to avoid misrepresentations.
- Interacted with the SCWA, Mendocino Farm Bureau and growers to respond to problems or make changes.
- From March 15-May15 downloaded nightly frost water reporting and transmitted the information to the dam operator.
- Saved the nightly report and compared to later downloads for number of late entries.
- Saved reports will also be transmitted to the Mendocino Farm Bureau for use in WDMP annual report.

<table>
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<th>2015 Budget Mainstem WDMP Reporting Tool</th>
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</tr>
<tr>
<td>KP</td>
</tr>
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<td>JS</td>
</tr>
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<td>LM</td>
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<tr>
<td>LP</td>
</tr>
<tr>
<td>travel</td>
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<tr>
<td>Total</td>
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We expect that the budget for 2016 will be lower as only a few improvements are still needed in the tool.
Russian River Flood Control District  
Balance Sheet  
As of August 31, 2015  
Accrual Basis  

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<th>ASSETS</th>
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<td>Current Assets</td>
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<tr>
<td>Checking/Savings</td>
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<td>SBMC Checking</td>
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<tr>
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<td>Total LAIF</td>
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<td>Total Checking/Savings</td>
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<td>Fixed Assets</td>
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<td>Meters</td>
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<tr>
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<tr>
<td>TOTAL ASSETS</td>
<td>644,984.71</td>
<td>633,621.21</td>
</tr>
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| LIABILITIES & EQUITY | | |
| Liabilities | | |
| Current Liabilities | | |
| Accounts Payable | | |
| *Accounts Payable | -5,854.86 | 0.00 |
| Total Accounts Payable | -5,854.86 | 0.00 |
| Other Current Liabilities | | |
| Payroll Liabilities | | |
| CalPERS | 0.00 | 648.60 |
| CalPERS Match | 0.00 | 1,126.12 |
| Federal Withholding | 0.00 | 1,832.00 |
| Medicare | | |
| Company | 0.00 | 133.95 |
| Employee | 0.00 | 133.95 |
| Total Medicare | 0.00 | 267.90 |
| State Withholding CA | 0.00 | 493.52 |
| Total Payroll Liabilities | 0.00 | 4,368.14 |
| Total Other Current Liabilities | 0.00 | 4,368.14 |
| Total Current Liabilities | -5,854.86 | 4,368.14 |
| Total Liabilities | -5,854.86 | 4,368.14 |
| Equity | | |
| Opening Bal Equity | 462,253.39 | 462,253.39 |
| Retained Earnings | 247,272.11 | 224,644.58 |
| Net Income | -58,685.93 | -57,644.90 |
| Total Equity | 650,839.57 | 629,253.07 |
| TOTAL LIABILITIES & EQUITY | 644,984.71 | 633,621.21 |
Russian River Flood Control District  
**Profit & Loss**  
July through August 2015

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<th>Ordinary Income/Expense</th>
<th>Jul - Aug 15</th>
<th>Jul - Aug 14</th>
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<td><strong>Income</strong></td>
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Upcoming Holidays - None

Vacations - I will be on vacation from September 15th thru September 18th.

Licensing Efforts - Our license is now moving thru the system rapidly. I have submitted another round of maps and they have reviewed them and asked for yet another round. I will work with Shane to get these done ASAP. While this is tedious, this is not the time to dig in as SWRCB staff is drafting the terms and we need to keep things moving.

Meter standards/technology and billing options - Currently, these new rules have halted our ability to maintain any of our infrastructure. I have asked counsel to look into options for dealing with the effects of 854. We should be receiving a memo from Counsel shortly. Preliminary discussions do not sound encouraging.

Re-opening of 1610 - The SCWA is going to start filing TUCP’s to begin implementing some aspects of the new D1610 (e.g., revised hydrologic index). This will allow some of the benefits of the new operational protocol to be realized before the prolonged SWRCB process is complete.

District’s filing for 6000 Acre Feet on Partial Assignment of Application 12919 & 12920 - This will be addressed in Item 8.

Recycled Water - The City recently completed its 30% design review.

Frost - No update

Groundwater Reform -

As the governance issue continues to mature. It appears that there may be a shift towards following the JPA model being used in Sonoma County. In order to be prepared to be responsive, the District needs to consider forming an Ad hoc at its October meeting.

Reorganization with Redwood Valley CWD

The budget contains sufficient dollars to retain a financial consultant to answer issues regarding debt and rates for both the TMF and Plan for Services. Uma Hinman has prepared a draft RFP for consideration under Item 10.

Lake Mendocino/Drought - With the implementation of the TUCP and Lake Pillsbury staying on track through September July we have stayed in relatively good shape and remain about 10,000 af better than we were at this time last year. The TUCP will expire in October and SCWA will not be refiling as the resulting “dry year” flows will be as low as they believe the resource agencies will approve.
Item Number: 8

Suggested by: General Manager

Staff Summary:

The District has been working with UCD modelers for several years to address two important issues. In Phase 1, which was a joint funded by RRFC/RVCWD, the issue was looking at the reliability of Lake Mendocino at its current capacity. While SCWA was required to do this as part of “Term 17” it was also important for us to participate and have a peer review of the results as it would directly affect District interests such as our application for 6000 af.

Phase 2 is to determine what the reliability of the reservoir would be like if the dam were raised. This is being funded by RRFC as a cost-share item for the feasibility study.

UC staff will be briefing the Board on the results of each phase.

Staff recommendation:

Complete Phase 2 and provide results to the IWPC/USACE.
Item Number: 9

Suggested by: Staff

Staff Summary:

As the local sponsor for Lake Mendocino the District has maintenance responsibilities for all “bank stabilization” structures that were installed as part of the construction of Lake Mendocino. The District participates in an annual inspection conducted by the USACE each year in which the status of the structures is determined. Having participated in the annual inspections it has become clear that the current system of assessment is inadequate as the map and database used by the USACE is incomplete.

The District has been looking for a good tool to conduct a good inventory for the last five years. Previous mapping attempts have been cumbersome or unsuccessful. The District recently purchased an ESRI license to all make mapping and inventory simple. The ESRI platform is also compatible with our POD maps and will allow the District to have one map that shows all POD’s and maintenance responsibilities for all “bank stabilization” structures.

UC staff will be briefing the Board on the results of this approach.

Staff recommendation:

Continue using ESRI for all District mapping
Item Number: 10

Suggested by: President Shoemaker

Staff Summary:

If the District seeks to continue to advance its effort to consolidate with Redwood Valley CWD it will need to seek help from professional public finance/bond counsel as detailed financial information will be need for the Plan for Services as well as the DDW TMF. The District set aside $5000.00 in the FY15-16 budget to retain these services. Uma Hinman has prepared a Draft RFP for such services.

Staff recommendation:

Approve RFP and solicit bids
Russian River Flood Control and Water Conservation Improvement District
Redwood Valley County Water District

Request for Proposals

Financial Planning Services

Russian River Flood Control and Water Conservation Improvement District
151 Laws Avenue, Suite D
Ukiah, CA 95482
Telephone: (707) 462-5278
http://rrfc.net/

Redwood Valley County Water District
2370 Webb Ranch Road
Redwood Valley, CA 95470
Telephone: (707) 485-0679
http://www.rvcwd.org
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2 INTRODUCTION

The Russian River Flood Control and Water Conservation Improvement District (RRFC) and the Redwood Valley County Water District (RVCWD) are located in the Ukiah Valley area of Mendocino County in northwestern California. The two districts are preparing an application to Mendocino County Local Agency Formation Commission (LAFCo) for the annexation of RVCWD to the RRFC with concurrent dissolution of RVCWD. RVCWD services within the area proposed for annexation consist of domestic water service to 1,345 equivalent dwelling units and 200 agricultural customers. Annexation to the RRFC would provide a stable water source. Annexation/Dissolution of RVCWD would provide simplified governance, a larger electorate, and improve the ability to perfect the water rights currently held by each entity. Parcels within the current RVCWD boundaries are burdened with a debt for past infrastructure improvements. As part of the annexation and dissolution plan, a mechanism for limiting the debt burden to the parcels which originally received the benefit must be established.

3 AGENCY PROFILES

3.1 RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT

The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) was formed in 1956 to serve, along with the Sonoma County Water Agency, as the local sponsor for the development of Coyote Dam and Lake Mendocino. The RRFC encompasses approximately 51,000 acres, from just north of the Sonoma County line to Calpella.

The RRFC provides raw water for irrigation and 'wholesale' raw water to municipal water purveyors within its boundaries and place of use. The municipal service provider then treats and distributes the potable water to its customers.

3.2 REDWOOD VALLEY COUNTY WATER DISTRICT

The Redwood Valley County Water District (RVCWD) was established on January 16, 1964 under Sections 30322 and 30323 of the Water Code. The RVCWD went into operation with a dual distribution system for irrigation water service in April 1979, and for domestic water service in November 1979. The RVCWD’s service area is roughly 15 square miles and is located north of Ukiah. The RVCWD serves a total of 1,345 equivalent dwelling units and 200 agricultural customers.
The estimated population of the RVCWD is between 5,000 and 5,200 people. The population and growth study completed for the Ukiah Valley Area Plan estimated a growth rate between 1 percent and 1.63 percent annually; however, prevailing economic conditions would favor the lower rate.

4 SCOPE OF SERVICES

The Districts are requesting proposals for financial services to develop a plan to insure that, upon consolidation, repayment of existing debt is limited to the parcels that originally benefitted from the improvements. The intent is to ensure that, upon annexation of the RVCWD parcels, the parcels within the current RRFC District boundaries will not be burdened by the debt for which they received no benefit. A “zone of benefit” has been suggested as a means for accomplishing this objective; however, the Districts look to the consultant to recommend and develop the most appropriate mechanism for apportioning the debt burden upon annexation.

5 PROPOSAL SUBMITTAL, TIMELINE AND EVALUATION CRITERIA

Submit four (4) proposals in writing to the Russian River Flood Control and Water Conservation Improvement District no later than 5:00 P.M. Pacific Standard Time on Friday, October 2, 2015 to the following address:

Russian River Flood Control and Water Conservation Improvement District
Attn: Sean White
151 Laws Avenue, Suite D
Ukiah, CA 95482

The Selection Committee consisting of RRFC and RVCWD staff will evaluate each submitted proposal and will forward a recommendation to their respective boards for formal action at a public meeting based on the following criteria:

5.1 CRITERIA FOR EVALUATION OF PROPOSALS

The Russian River Flood Control District and the Redwood Valley County Water District will evaluate the proposals based on, but not limited to, these criteria:

1. Understanding of the scope of work to be performed.
   - Demonstrated understanding of the project objectives
   - Consultant’s approach to accomplishing the scope of work

2. Consultant’s methods and procedures to be used.

Based on a recent customer survey prepared by RVCWD; Bill Koehler, General Manager.

8/31/2015
3. **Cost and Schedule.**
   - Timetable and costs for completing the project

4. **Interviews.**
   - The Districts may decide to interview consultants that submitted proposals

The Selection Committee reserves the right to request additional information or clarification from respondents in evaluating the referenced criteria. The Selection Committee – although not currently planned – also reserves the right to request responding firms make verbal presentations as part of the evaluation process.

The Russian River Flood Control and Water Conservation Improvement District reserves the right to adjust the timeline as it deems necessary. Notification of any adjustments shall be provided to all respondents.

## 6 PROPOSAL FORMAT AND CONTENT

All proposals must be accompanied by a cover letter. The cover letter must identify the complete name of the firm, the office location submitting the proposal, and the firm’s federal identification number. The cover letter must also summarize the proposal in terms of (a) scope of work, (b) schedule and (c) cost. The cover letter must also identify and briefly describe whether there is any potential conflict of interest.

The proposal should address the content sections presented below in narrative format. Information should be as concise as possible. Any supporting material included with the proposal should be directly related to one of the content sections.

### 6.1 FIRM DESCRIPTION AND STATEMENT OF QUALIFICATIONS

Provide a description of the firm, including type of business, years in operation, total number of employees, and office location(s). Include a statement clearly outlining the firm’s qualifications to prepare a financial plan for apportioning existing debt burden within a newly annexed area.

### 6.2 PROJECT TEAM

Identify the key staff members that would be assigned to the project and their respective office locations. Briefly describe each member’s responsibility and relevant work experience.
6.3 RELATED WORK EXPERIENCE AND REFERENCES
Provide a summary of the firm’s previous work experience in preparing audits and familiarity with accounting standards for governmental agencies. Provide a list of at least three client references for the Selection Committee to contact at its discretion.

6.4 SCOPE OF SERVICES
Propose a scope of services to complete the project based on the firm’s experience and understanding of the Districts’ needs. The proposed scope of services should be outlined in distinct phases with corresponding timelines and budgeted costs.

6.5 PROJECT COSTS / TIMELINE
Identify the total and all-inclusive cost to complete the project.

7 QUESTIONS / REQUESTS
Any questions or requests for clarification regarding this proposal should be sent by e-mail to Sean White, Russian River Flood Control and Water Conservation Improvement District, at rrfc@pacific.net. All related inquiries should be sent at least seven days prior to the submittal deadline. We will respond to all questions or clarification requests with copies sent to all parties who have confirmed their interest in the proposal.

8 INDEMNIFICATION
The Russian River Flood Control and Water Conservation Improvement District will require the successful bidder to indemnify the District.

9 INSURANCE
The Russian River Flood Control and Water Conservation Improvement District will require the successful bidder to provide insurance as follows. These provisions will become contractual obligations. Consultant shall not perform any work under the Contract until it has obtained insurance complying with the provisions of this section, and delivered a copy of each insurance certificate to the District. Consultant shall maintain said insurance in force with the following coverages:
9.1 **PROFESSIONAL LIABILITY INSURANCE**
Contractor shall maintain professional liability "errors and omissions" insurance with limits of liability of not less than $100,000 per occurrence to cover all services rendered by Contractor pursuant to this contract.

9.2 **COMPREHENSIVE LIABILITY INSURANCE AND AUTOMOBILE INSURANCE**
Consultant shall maintain comprehensive general and automobile liability insurance, which shall cover claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of the contract, including, without limitation, acts involving automobiles. The policies shall provide not less than $1,000,000.00 single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage. The following endorsements must be attached to the policy:

- If the policy covers on an "accident" basis, it must be changed to an "occurrence" basis.
- The Comprehensive Liability Insurance policy must cover personal injury as well as bodily injury.
- The Comprehensive Liability Insurance policy must have blanket coverage of contractually assumed liability, subject to the limitations of the policy.
- Russian River Flood Control and Water Conservation Improvement District (RRFC), its officers, employees, and agents shall be named as additional insureds under the Comprehensive Liability Insurance policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance effected by RRFC will be called upon to contribute to a loss hereunder.

9.3 **WORKERS' COMPENSATION COVERAGE**
In accordance with the provisions of Labor Code Section 3700 et seq. Consultant is required to be insured against liability for workers' compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of the work covered by this Contract.

9.4 **CERTIFICATION OF COVERAGE**
Prior to commencing work under the contract, Consultant shall furnish certificates for each insurance policy required, stating that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the District.
Item Number: 11

Suggested by: Contractor

Staff Summary:

The Matterns own an industrial lot adjacent to the river just downstream of the Talmage Bridge. They have applied for 10 af of water. I have informed them that we can only provide water for industrial use at this site as we are maxed out on ag acres should land use ever change to ag.

I have asked Counsel to prepare a CEQA document for the proposed contract.

Staff recommendation:

Approve contract pending CEQA review.
MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL
AND WATER CONSERVATION IMPROVEMENT DISTRICT

UNIFORM WATER SALE AND PURCHASE AGREEMENT

This UNIFORM WATER SALE AND PURCHASE AGREEMENT is entered into by and between [Matterhorn Vineyard] ("Customer") and MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT as of __________, 20__.

ARTICLE 1.
EXPLANATORY RECITALS

1.1 District holds water rights to the Russian River in Mendocino County, California, and has established a process by which customers may purchase and consume a specific amount of water from the District through filing an application and, upon approval of District, execution of this Agreement.

1.2 Customer wishes to contract with District for a quantity of Project Water under the terms and conditions of this Agreement and applicable provisions of California law, and has filed an application with District for that purpose.

1.3 Customer may also hold water rights under state law to water from the Russian River.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 2.
DEFINITIONS

When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

2.1 "Act" shall mean Chapter 54 of the Water Agency Acts, entitled the Mendocino County Water Agency Act, as may be amended from time to time.

2.2 "Agreement" shall mean this agreement between the Parties.

2.3 "CEQA" shall mean the California Environmental Quality Act (Public Resources code Sections 21000 et seq.).

2.4 "Contractors" shall mean Customer, as well as District's other customers who have entered into Water Supply Agreements.
2.5 "Contract Quantity" shall mean the maximum quantity of Project Water made available to Customer as specified in EXHIBIT A, subject to the terms and conditions of this Agreement.

2.6 "Customer Place of Use" shall mean Customer's place of use, designated as Assessor Parcel Number(s) for non public agency Customers, and legal boundaries for public agency Customers, as designated on the map attached as EXHIBIT B to this Agreement.

2.7 "Customer Water" shall mean any other rights (either Pre-1914, riparian or appropriative) to water held by Customer that are not subject to this Agreement, as set forth in EXHIBIT C to this Agreement, which amendment may be revised from time to time to add newly acquired rights by written submission by Customer and acceptance by District.

2.8 "District" shall mean the Mendocino County Russian River Flood Control and Water Conservation Improvement District, a public agency organized and operating pursuant to the Act, acting through its Board of Trustees, unless delegated to the General Manager.

2.9 "District Enactments" shall mean Ordinance No. 00-1, as revised or amended, and all supporting Resolutions.

2.10 "District Place of Use" shall mean the District's Place of Use as designated in the Permit.

2.11 "Effective Date" shall mean the date of this Agreement specified above.

2.12 "Ordinance" shall mean Ordinance No. 00-1, the Russian River Flood Control and Water Conservation Improvement District Ordinance Regarding Water Sales, as amended or revised in the future.

2.13 "Party" or "Parties" shall mean Customer and District.

2.14 "Permit" shall mean Permit No. 12947B issued by the California State Water Resources Control Board.

2.15 "Point of Delivery" or "Service Connection" shall mean the location(s) where Customer diverts Project Water from the Russian River as identified in EXHIBIT D to this Agreement.

2.16 "Project Water" shall mean the 8,000 acre feet of Russian River water District is allowed to divert under the Permit.
2.17 “SWRCB” shall mean the California State Water Resources Control Board.

2.18 “Year” shall mean calendar year from January 1 through December 31.

In addition, terms used in this Agreement that are defined in the Ordinance shall have the meaning defined therein unless another inconsistent meaning is defined in this Agreement.

ARTICLE 3.
CONTRACT AMOUNT

3.1. **Amount.** Customer agrees to pay for, and District agrees to make available to Customer, the amount of Project Water set forth as the Contract Quantity each Year, subject to the terms and conditions of this Agreement.

3.2. **Surplus Water.** There may be temporarily available during any Year a quantity of Project Water in excess of the amounts necessary for the District to meet its obligations under this Agreement and to other Contractors. Each Year in which there is such surplus water available, the District may offer, at rates not to exceed those specified herein, all or a portion of such Project Water to Contractors, but not to exceed twenty percent (20%) of any Customer’s Contract Quantity. The Contractors may purchase all or part of such surplus Project Water so offered; provided, that in the event the Customer does not indicate to the District, in writing, its desire to accept and pay for such surplus Project Water offered, within fifteen (15) days after receiving written notice from the District of its availability, Customer’s right to purchase such water shall terminate for that year. If the Contractors express a desire to purchase more surplus Project Water than has been determined to be available, the District shall apportion the available surplus water among all Contractors in such manner as the District shall determine to be equitable. Notwithstanding the above, Customer may elect to receive surplus water pursuant to this Section no more than three (3) times during the Term (Original Term and any Extended Term) of this Agreement.

ARTICLE 4.
PROJECT WATER DELIVERY AND USE

4.1. **Point of Delivery.** District shall make the Contract Quantity available at the Point of Delivery. The parties acknowledge that Customer will divert Customer Water from the Point of Delivery as well as Project Water. Customer shall take physical control of Project Water at the Point of Delivery. Consistent with the Ordinance, Customer shall bear all expenses of such diversion, including the furnishing and maintenance of intake facilities. Customer shall at all times comply with the local, state and federal laws, rules and regulations, including, but not limited to the District Enactments, those of the U.S. Army Corp of Engineers,
California Department of Fish and Game and any other public authority with jurisdiction over the installation and maintenance of such facilities.

4.2. **Change in Point of Delivery.** Customer shall not change the location of or substantially alter the Point of Delivery without obtaining District’s prior written approval, which approval shall not be unreasonably withheld, and compliance with law.

4.3. **Diversion Costs.** All permitting, construction, reconstruction, and maintenance costs for facilities necessary or used to divert Project Water from the Russian River and those which are necessary to accomplish the measurement of Project Water shall be borne solely by Customer. Customer is solely responsible for all costs associated with treatment, diversion headworks, pumping facilities, etc., to divert, convey, transport, treat, and deliver Project Water for its ultimate use by Customer.

4.4. **Place of Use.** Project Water made available to Customer shall not be used, sold, or disposed of by the Customer outside of the Customer's Place of Use, nor outside of the District’s Place of Use.

4.5. **Resale of Water.** Customer shall not resell any portion of the Project Water made available under this Agreement without prior written authorization from the District. Notwithstanding the above or Section 4.60 of the Ordinance, if Customer is a public agency, it shall have the right to resell and distribute water to customers within its boundary.

4.6. **Responsibility for Handling Water and Indemnification.** Customer shall be responsible for the carriage, handling and control of Project Water made available hereunder after the water has passed the Point of Delivery. District shall not be responsible, beyond the Point of Delivery, for the control, carriage, handling, use, disposal, or distribution of Project Water, and Customer shall hold the District harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of Project Water beyond the Point of Delivery.

4.7. **Schedule.** Customer shall submit, in writing, to the District, prior to February 15 of each Year, a schedule, in a form satisfactory to the District, of water to be made available to the Customer during that Year.

4.8. **Interruption of Water Service.** The District does not guarantee continuous availability of Project Water on demand. From time to time it may be necessary for the District to shut off the flow of water in its water system for various reasons, including, but not limited to, those set forth in the District Enactments. Except in emergencies, such stoppages will not be made without prior notice to
Customer. The District shall not assume any responsibility or be held liable for loss or damages which may occur due to such interruption of water service.

4.9. **Limitations on Obligations of District.** District shall be under no obligation to provide water service, or to make Project Water available to the Customer except during such time and to the extent and in the quality and manner that Project Water is available pursuant to the Permit and in the Russian River, and subject to the terms and conditions of this Agreement. District shall not be liable to the Customer in the event of delay, interruption, discontinuance, low water levels, or quality deterioration of the Project Water to be made available to Customer under the Permit, except to the extent that such conditions result from the gross negligence or willful misconduct of the District.

**ARTICLE 5.**

**METERS AND WATER USAGE REPORTS**

5.1. **Installation and Maintenance.** All Project Water made available pursuant to this Agreement shall be metered by Customer at Customer’s Point of Delivery with equipment satisfactory to the District, which shall be installed, operated and maintained in good repair at the expense of Customer unless District agrees in writing to assume this obligation pursuant to Section 5.2. Customer has installed one or more meters to measure the amount of water diverted by Customer at each Point of Delivery. All determinations relative to the measurement of Project Water shall be made by the District, and upon request of Customer, the accuracy of such measurements will be investigated by the District, subject to Article 5 of the Ordinance.

5.2. **District Meters.** Consistent with the Ordinance, District may in its sole discretion, and at such time determined by District, place its own meter at a Point of Delivery, and Customer shall make space available for that purpose in accordance with District’s specifications. Once District has installed its own meter, District shall have the responsibility to maintain it in good repair and condition.

5.3. **Access.** Authorized agents of the District shall be allowed to enter Customer’s property in order to install, repair, replace, evaluate, test, inspect, read and or monitor the operation of metering, pumping and conveyance facilities installed by the Customer or by District at the Service Connection without advance notice, and Customer hereby grants District sufficient license and permission to facilitate such activity.

5.4. **Readings.** The District shall read each meter at Customer’s Point of Delivery monthly, either directly or by remote telemetry, and provide Customer with an annual summary of total water diverted from each meter no later than January 31 of the following year, reflecting the total amount of all water diverted by Customer from the Russian River, including Customer Water and Project Water.
5.5. **Reports.** Based upon the meter readings provided to Customer by District as set forth in this Article, Customer shall provide District with an annual written report of water usage, quantifying all water diverted and used by Customer from the Point of Delivery, and identifying such water as Project Water or Customer Water, on a form provided by or approved by District. Such report shall include a declaration under penalty of perjury that the information provided therein is accurate to the best of the signer's knowledge and belief. In addition, Customer shall establish and maintain books and records sufficient to allow District to furnish information required to the SWRCB regarding Customer's water use. Customer shall also provide District with such other reports concerning Customer's use of Project Water and compliance with this Agreement as requested by District. Such reports shall be furnished to District annually within forty-five (45) days following the end of each Year, or such later date as may be fixed by District.

**ARTICLE 6.**

**PAYMENT**

6.1. **Price.** Customer shall pay District for all Project Water made available to Customer each Year, but not less than the Contract Quantity, at the per acre foot rate determined annually by the District, subject to the Ordinance, in addition to other fees set forth in District Enactments.

6.2. **Obligation to Purchase.** While Customer shall be obligated to pay for the Contract Quantity annually regardless of the amount of Project Water actually diverted by Customer pursuant to this Agreement, Customer shall not be required to pay for any portion of the Contract Quantity that is not available for diversion as set forth as determined by District in Article 11. At any time the Customer may refuse to accept Project Water pursuant to this Agreement, however, the Customer shall remain obligated to make payment required under this Agreement.

6.3. **Invoice and Payment.** On or about February 1 of each Year, District shall invoice Customer for amounts due hereunder for the previous Year. Customer shall pay each such invoice within twenty-five (25) days of issuance. Customer's obligation to pay each such invoice shall be absolute and unconditional, and not subject to deduction, setoff, prior notice, demand, or inability of Customer to use, store or resell Project Water, and shall be subject to collection and enforcement as set forth in the District Enactments.

6.4. **General Obligation of Customer.** The obligations of any public agency Customer under this Agreement will constitute a general obligation, and the Customer will use all of the powers and resources available to it under the law to collect the funds necessary for, and to pay, the obligation to the District under this Agreement. The Customer is obligated to pay District the payments becoming due under this Agreement notwithstanding any individual default by its water users,
customers or others in the payment to the Customer of assessments, taxes or other rates and charges levied.

ARTICLE 7.
TERM

7.1. **Term.** The term of this Agreement ("Original Term") shall be for twenty (20) years from and after the Effective Date. Upon expiration of the Original Term, this Agreement shall automatically renew for another one (1) year term ("Extended Term"). Each Extended Term shall automatically renew for another one (1) year Extended Term, unless either party provides notice to the other of its intent to terminate this Agreement as provided below.

7.2. **Notice of Voluntary Termination.** During any Extended Term, either Party may give the other Party written notice of its intent to terminate. Once such notice is given, there shall be no further extension of the term and the Agreement shall terminate at the conclusion of the then-existing Extended Term.

7.3. **Termination for Regulatory Infeasibility.** District may terminate this Agreement upon sixty (60) days prior written notice upon the occurrence of any of the following conditions:

7.3.1. the SWRCB reduces, modifies or conditions the Permit on factors beyond the District's practical or economic ability to accommodate;

7.3.2. the transactions contemplated by this Agreement are enjoined or otherwise prohibited by a court of competent jurisdiction; or

7.3.3. the Parties mutually agree in writing that completion of the transactions contemplated by this Agreement is not feasible.

Upon such termination, this Agreement shall be null and void and each Party shall be responsible for its own expenditures and out-of-pocket costs incurred in connection with this Agreement subject to the provisions of Article 16 regarding indemnification. Nothing in this section shall be construed as an admission by either Party that this Agreement or any of its terms is subject to the approval of SWRCB or any other governmental entity.

ARTICLE 8.
ADDITIONAL COVENANTS AND PROVISIONS

8.1. **Environmental Review.** The parties acknowledge that District and any public agency Customer is/are responsible for compliance with the requirements of CEQA.
8.2. **Permits and Authorizations.** Customer shall support District in obtaining any permit, authorization, environmental approval or other governmental approval necessary for the effectiveness and continuing validity of this Agreement and to fully cooperate with and use its best reasonable efforts to assist District in implementing all of the terms of this Agreement and achieving its objectives.

8.3. **No Rights Conferred.** This Agreement shall have no effect on the Permit or District's rights to Project Water, as the Parties do not intend to, and under this Agreement do not in any manner or way transfer, assign, encumber or grant to Customer any ownership interest or control over Project Water or the Permit. Nothing in this Agreement, nor the conduct of the Parties in their performance hereof, shall confer upon Customer any legal or equitable right or claim to Project Water. The availability of Project Water pursuant to this Agreement shall not confer any appropriated, public trust or any other right to water of any nature on Customer or any other person or entity. Nothing in this Agreement shall act as a forfeiture, diminution or impairment of any rights or discretion that District may enjoy to the full use of the Project Water, or from future sources, or shall in any way prejudice any of District's rights, title or interest thereto. The only rights granted to Customer for use of Project Water are those expressly set forth in this Agreement, and such rights and use are subject to each and every provision hereof.

8.4. **Customer Water Rights.** Customer, by signing this Agreement, is not waiving, releasing, altering, or transferring any right to Customer Water or facilities of Customer, or right to use water, vested or otherwise, that Customer may have or acquire, or which may be granted to Customer by the SWRCB. Customer does acknowledge and agree that the District may seek to secure permits for, acquire, develop, construct, and operate additional water facilities and systems in the future that will benefit Customer and Customer's businesses and properties, or other District customers. This Agreement shall not diminish, impair, supersede or otherwise affect Customer Water, and Customer's signature on this Agreement does not constitute a waiver, release, alteration or transfer of any such rights, vested or otherwise, which Customer may have or acquire.

8.5. **Water Quality.** The District does not assume any responsibility and shall not be held liable with respect to the quality of Project Water made available pursuant to this Agreement, and the District makes no warranty or representations as to the quality or fitness for use of Project Water. Customer shall be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for Customer's intended uses of Project Water.

8.6. **Wheeling.** Notwithstanding any other provision in this Agreement, if Project Water cannot be received by Customer unless it is wheeled to the Customer Place of use by another public agency, District shall not provide water service to Customer without the prior written consent of the public agency responsible for the required wheeling.
ARTICLE 9.
REPRESENTATIONS AND WARRANTIES OF DISTRICT

District makes the following representations and warranties to Customer as of the Effective Date:

9.1. District is an improvement district duly formed and organized, validly existing and in good standing under the laws of the State of California;

9.2. District has the right, power and authority to enter into this Agreement and to perform its obligations herein, and the persons executing this Agreement on behalf of District have the right, power and authority to do so;

9.3. This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms; and

9.4. The execution, delivery and performance of this Agreement by District will not breach or constitute a default by District under or grounds for the acceleration of maturity of any agreement, indenture, undertaking or other instrument to which District is a party or by which District or any of its property may be bound or affected.

ARTICLE 10.
REPRESENTATIONS AND WARRANTIES OF CUSTOMER

Customer makes the following representations and warranties to District, as of the Effective Date:

10.1. Customer is either (a) a public water agency duly formed and organized, validly existing, and in good standing under the laws of the State of California, and is qualified to do and is doing business in the State of California; or (b) is a property owner of lands located within the District's boundaries and place of use under the Permit;

10.2. Customer has received a copy of the District Enactments, which Customer agrees are valid, subsisting, and in full force and effect, and Customer further agrees to be bound by and comply with the terms and provisions of the District Enactments.

10.3. Customer has the right, power, and authority to enter into this Agreement and perform all of its obligations hereunder, and the persons executing this Agreement on behalf of Customer have the right, power, intent, and authority to do so;
10.4. This Agreement constitutes a legal, valid and binding obligation of 
Customer, enforceable against Customer in accordance with its terms; and

10.5. Customer agrees to use Project Water only pursuant to and in 
compliance with each and all of the requirements and provisions of the Permit, 
SWRCB Decision D-1030, District Enactments, and California law, including, but not 
limited to, the requirements of Article X Section 2 of the California Constitution that 
all water must be placed to reasonable and beneficial use.

10.6. Customer will not deliver, use, allow to be used, store or resell 
Project Water to any areas, lands or users outside of the District’s Place of Use.

10.7. If Customer is a public agency, it agrees to provide service to all 
customers within its boundaries who request a water allocation of Project Water.

ARTICLE 11.
REDUCTION IN SUPPLY OF PROJECT WATER DUE TO SHORTAGE

11.1 Reductions in Supply. The Parties recognize that the quantity of 
Project Water available to District at any given time may be reduced or eliminated 
by various circumstances, including, but not limited to: (a) a drought, reduction of 
supply or shortage condition with respect to water available to the District under 
the Permit; (b) an adverse regulatory, legal or environmental determination to 
District, which directly or indirectly restricts District from diverting and using the 
total 8,000 acre feet per year pursuant to the Permit; (c) the consent of District to a 
restriction on its right to divert and use the entire 8,000 acre feet per year pursuant 
to the Permit; (d) the consent of District to, or an adverse determination against 
District, finding that District is no longer reasonably and beneficially using all of its 
water; or (e) the risk of an unexpected event disrupting District’s ability to transfer 
the water to be delivered to Customer, or an unexpected event disrupting 
Customer's ability to receive the water delivered by District, such as a flood, 
earthquake, fire, act of war or like emergency.

11.2 Allocation of Shortage. In the event that a shortage condition from 
any cause is declared by the District with respect to its water rights or supply in 
Lake Mendocino and the east fork of the Russian River, and evidence of such 
shortage condition is of sufficient magnitude, in the District's sole opinion or 
findings, to require a reduction in diversions by District pursuant to its Permit, then 
District shall be entitled to reduce the amount of Project Water it is required to 
deliver to Customer pursuant to the terms of this Agreement in the manner set forth 
below without any form or manner of liability. Customers will share prorata in the 
reduction in District's allowed diversions from the Russian River and/or Lake 
Mendocino, as the case may be.

11.3 Declaration and Notice. In the event of a shortage pursuant to 
Section 11.2 above, District shall deliver a written "Notice of Impending Shortage" to
Customer, informing Customer of the amount of reduction in Project Water for the period in question, which shall be binding on Customer. Within thirty (30) days of delivery of such a Notice of Impending Shortage, District shall notice and conduct a public meeting to meet and confer with its customers in an effort to determine the terms and provisions under which District will deliver Project Water to Customers for the period during which the shortage condition prevails.

11.4 Water Shortage Emergencies. Notwithstanding Section 11.2 above, the District may allocate Project Water to its Customers on some other basis if a water shortage emergency has been declared pursuant to Water Code section 350. In the event of such an emergency water shortage, District shall comply with the notice, hearing, and other requirements set forth in Division 1 Chapter 3 of the California Water Code.

11.5 Inability to Deliver. If the delivery of Project Water under the provisions of this Agreement is prevented, delayed, or made impracticable due to drought, flood, fire, earthquake, or other natural disaster, federal or state regulatory limitations, strike, unavailability of necessary materials, electrical power or fuel, civil rioting, terrorism, war or military conflict, inability of District to obtain any approval for conveyance of Project Water from any government agency, including the SWRCB, or if the cost of complying with any environmental requirements renders this transaction economically or physically impractical (each a “Force Majeure Event”), District shall not be required to deliver and Customer shall not be required to pay for that portion of the Project Water the delivery of which has been prevented, delayed or made impracticable, for the period of prevention, delay or impracticability. Project Water not delivered as a result of a Force Majeure Event may be delivered to Customer on a make-up basis upon the conclusion of the Force Majeure Event, or at other times mutually agreeable to the parties on a reasonable, mutually agreed schedule, subject to District’s determination that such make-up deliveries are legally permissible and practicable.

11.6 No Liability for Shortage. Neither the District nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of Project Water to be made available for delivery to Customer under this Agreement caused by any of the reasons set forth in this Article, or any other cause beyond its control.

ARTICLE 12.
REDUCTION IN USE AND ALLOTMENT

12.1. Customer Initiation. On or before September 1 of any Year, Customer may initiate an increase or reduction in the Contract Quantity as to the following Year and the remainder of any Original or Extended Term, by providing written notice to District of such determination, and, in the case of an increase,
subject to CEQA compliance and District written confirmation of the availability of the additional water requested.

12.2 District Initiation.

12.2.1 If Customer's actual beneficial use of Project Water is less than the Contract Quantity for three (3) consecutive Years, the General Manager may notify Customer in writing of District's intent to reduce Customer's Contract Quantity to an amount determined by District to reflect Customer's actual, historic beneficial use. Such notice shall provide an opportunity for the matter to be considered by District's Board of Trustees, and Customer may present information relevant to the Board's consideration. The Board's determination of the matter after such consideration shall be conclusive and final.

12.2.2 Notwithstanding Section 12.2.1 above, if Customer is a Public Water System, as defined in Section 116275 of the California Safe Drinking Water Act, Part 12, Chapter 4 of the California Health and Safety Code, the District acknowledges that the California Department of Public Health ("CDPH") may require that Customer maintain a minimum contract quantity with District ("CDPH Contract Quantity"), as well as a buffer amount above and beyond Customer's maximum demands ("Buffer"). In order to accommodate this requirement, District agrees that it will not exercise its right to reduce Customer's Contract Quantity, pursuant to Section 12.2.1, below the CDPH Contract Quantity, provided Customer covenants to utilize its full Contract Quantity less the Buffer at least once every three (3) years. District reserves the right of specific performance as provided in Section 15.2 below to enforce the covenants made by Customer.

ARTICLE 13.
CONSERVATION PLAN

Customer shall develop and implement a comprehensive water conservation program and enforcement plan ("Plan") approved in writing by District. Customer shall submit the Plan to District's General Manager within ninety (90) days of the Effective Date. The Plan shall mandate and utilize, as appropriate, California development, domestic, agricultural and irrigation water conservation guidelines, including California Urban Water Association water conservation standards and agricultural irrigation conservation techniques as recognized by the California Department of Food and Agriculture. District's General Manager shall approve or disapprove the Plan within sixty (60) days after submittal; if rejected, the General Manager shall specify the revisions necessary for approval and the authority for such revisions. Customer shall resubmit a rejected plan within sixty (60) days of disapproval. Customer's failure to submit and obtain approval of a Plan as required by this Article, or its failure to implement and enforce the Plan within Customer's Place of Use and as against any third party to whom Customer may sell, give or allow to receive Project Water, shall constitute an event of default under this Agreement.
ARTICLE 14.
DEFAULT

14.1. **Customer Default.** Each of the following shall constitute a default by Customer under this Agreement:

14.1.1. Customer’s failure to pay, by the due date, the price per acre foot for water, or any other charge due and payable hereunder. Any such late payment shall bear interest at ten percent (10%) per annum from the due date until paid in full;

14.1.2. Customer’s failure to perform, comply with, or observe any term, covenant, obligation, undertaking or other obligation that it is to perform or observe under this Agreement, the District Enactments or applicable state or federal law concerning Project Water and the use or disposition thereof, and Customer fails to cure such failure within thirty-five (35) days after District’s written notice of default; or

14.1.3. If any warranty, representation or other statement made by or on behalf of Customer and contained in this Agreement or any other document furnished by Customer in compliance with or in reference to this Agreement is on the date made, or later proves to be, false, misleading or untrue in any material respect.

14.2. **District Default.** Each of the following shall constitute a default by District under this Agreement:

14.2.1. If District fails to perform, comply with, or observe any term, covenant, obligation, undertaking or other obligation under this Agreement that it is to perform or observe, and District fails to cure such failure within thirty-five (35) days after Customer’s written notice of default; or

14.2.2. If any warranty, representation or other statement made by or on behalf of District and contained in this Agreement or any other document furnished by District in compliance with or in reference to this Agreement is on the date made, or later proves to be, false, misleading or untrue in any material respect.

ARTICLE 15.
REMEDIES

15.1. **District’s Remedies.** In the event of a default by Customer, District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law or District Enactments:
15.1.1. District may terminate this Agreement, discontinue making water available to Customer pursuant to the terms hereof and remove its meter at Customer's Point of Delivery;

15.1.2. District may suspend availability of Project Water to Customer's Point of Delivery until such time as Customer has cured its default or may impose conditions upon the availability of Project Water to Customer; or

15.1.3. District may, by mandamus or other action or proceeding or suit at law or in equity, enforce its rights against Customer, or by suit in equity enjoin any acts or things which are unlawful or violate the rights of District.

Prior to discontinuing water service under this Agreement, District must provide thirty (30) day's advance written notice prior to the proposed discontinuance, specifying the grounds upon which the action is to be taken. Before discontinuance of the service, the Customer shall have the opportunity to discuss the reasons for the proposed discontinuance with the District's General Manager, or his/her designated agent, who shall be empowered to review all letters and statements, rectify any errors, and settle any controversies pertaining to the discontinuance of service. Customer shall be entitled to appeal any decision of the General Manager to the Board of Trustees.

15.2. **Specific Performance.** The Parties have invested significant time and resources in entering into this Agreement, and will invest additional time and resources in the implementation hereof. It is not possible to determine the sum of money which would adequately compensate a Party for such efforts. For the above reasons, the Parties agree that damages would not be an adequate remedy if a Party fails to carry out its obligations under this Agreement and that, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent a breach or threatened breach hereof, without posting any bond or other undertaking. Notwithstanding the foregoing, Customer shall have no right to seek specific performance to cause District to make Project Water available for Customer's use when District has determined that such water is not available, or to compel District to exercise its discretion in any particular manner when a decision is reserved to District's judgment hereunder or by law.

15.3. **No Waiver.** A waiver of any default or breach of duty or contract by a Party shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract by the other Party. No delay or omission by a Party to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or acquiescence therein.
15.4. Remedies Cumulative. No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute, District Enactment or otherwise and may be exercised without regard to any other remedy conferred by any other law.

ARTICLE 16.
INDEMNIFICATION

16.1. Customer Indemnity. To the fullest extent permitted by applicable law, Customer shall defend, indemnify and hold harmless the District, its officers, directors, employees and agents, and each and every one of them, from and against any and all actions, liability, damages, claims, suits, proceedings, judgments, settlements, losses and expenses (including reasonable legal fees and expenses of attorneys chosen to represent District), including all expenses of every type and description to which it or they may be subjected or put to arising out of or related to the following:

16.1.1. any breach or alleged breach of any representation, warranty, covenant, provision, promise or agreement of Customer contained in this Agreement or in any document, instrument or agreement executed and delivered by Customer in connection herewith;

16.1.2. any loss, injury, adverse impact, or damage or alleged loss, injury, adverse impact or damage to any person, entity, party, or property arising out of or related in any way to this Agreement or to the Project Water made available by District to Customer pursuant to this Agreement after it is made available at Customer’s Point of Delivery, and

16.1.3. District shall not be liable to Customer for any loss or damage to person or property caused by any Force Majeure Event, or any other causes, or any consequential damages or inconvenience which may arise from or relate to use of the Project Water.

This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole or active negligence or willful misconduct of District or any of its directors, officers, employees or agents.

16.2. District Indemnity. To the fullest extent permitted by applicable law, District shall defend, indemnify and hold harmless Customer, its officers, directors, employees and agents, and each and every one of them, from and against any and all actions, liability, damages, claims, suits, proceedings, judgments, settlements, losses and expenses (including reasonable legal fees and expenses of
attorneys chosen to represent Customer), including expenses of every type and
description to which it may be subjected or put to arising out of or related to: any
breach or alleged breach of any representation, warranty, covenant, promise or
agreement of District contained in this Agreement. This indemnification shall not
include any claim arising from the sole or active negligence or willful misconduct of
Customer or any of its directors, officers, employees or agents.

16.3. Customer Covenant; Insurance.

16.3.1. Covenant. Customer, on its own behalf and on behalf of its
officers, directors, employees and agents, covenants and agrees that it shall not
initiate or pursue, or assist or support any other person or entity in the initiation or
pursuit of, an action or undertaking of any kind, whether judicial, administrative or
otherwise, that seeks to or would limit, diminish, impair, interrupt, or prohibit,
either temporarily or permanently, (a) the Permit or other District water rights or
entitlements; (b) the District Enactments; or (c) the District’s ability to perform its
obligations under this Agreement or other instrument by which District provides or
makes available water to Contractors.

16.3.2. Insurance. Customer shall procure and maintain at its own
cost during the term hereof a policy of commercial general liability insurance issued
by a company lawfully authorized to do business in California, with a Best Insurance
Reports (or comparable) rating of “A-VII” or better, covering Customer for its
activities hereunder in the amount of one million dollars ($1,000,000). The
insurance shall name as additional insured and provide waiver of subrogation to
District and its directors, officers, elected officials, appointed officials, lenders,
agents, attorneys and employees, as their interests may appear. Customer shall
provide evidence of such insurance to District satisfactory to District’s General
Manager.

16.4. Defense of Claims. No right to indemnification under this Article
shall be available unless the Party seeking indemnification (the "Indemnified
Party") shall have given to the Party obligated to provide indemnification (the
"Indemnitor") a written notice (a "Claim Notice") describing in reasonable detail
the facts giving rise to any claim for indemnification hereunder promptly after
receipt of knowledge of the facts upon which such claim is based. A delay or failure
to so notify the Indemnitor shall relieve the Indemnitor of its obligations hereunder
only to the extent, if at all, that it is prejudiced by reason of such delay or failure.
Upon receipt by the Indemnitor of a Claim Notice from an Indemnified Party with
respect to a claim of a third party, such Indemnitor shall assume the defense thereof
with counsel reasonably satisfactory to the Indemnified Party, and the Indemnified
Party shall cooperate in the defense or prosecution thereof and shall furnish such
records, information, and testimony and attend all such conferences, discovery
proceedings, hearings, trials and appeals as may be reasonably requested by the
Indemnitor in connection therewith. If the Indemnitor assumes such defense as
provided above, then the Indemnitor shall have the right in its sole discretion, to

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settle any claim for which indemnification has been sought and is available hereunder, provided the Indemnified Party is fully released from all known and unknown claims of such third party and the Indemnified Party is not obligated to perform any actions or pay any money on account of such settlement. If the Indemnitor does not assume such defense as provided above, then: (a) the Indemnified Party shall have the right to employ its own counsel in any such case, and all of the fees and expenses of such counsel shall be the responsibility of Indemnitor, who shall promptly reimburse the Indemnified Party fully for such expenses; and (b) the Indemnified Party shall have the right, in its sole discretion, to settle any claim for which indemnification has been sought and is available hereunder, at the expense of Indemnitor, who hereby agrees to promptly reimburse the Indemnified Party all costs and expenses incurred by the Indemnified Party with respect to such settlement.

ARTICLE 17.
GENERAL PROVISIONS

17.1. No Third Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns, if any. Except for such a permitted successor and assign, no other person or entity shall have or acquire any right by virtue of this Agreement.

17.2. Assignment. Neither Party may assign any of its rights or delegate any of its duties under this Agreement. Any assignment or delegation made in violation of this Agreement is void and of no force or effect. This Agreement is and will be binding upon and will inure to the benefit of the Parties and, upon dissolution, the legal successors and assigns of their assets and liabilities.

17.3. Property Transfer. In the event that Customer proposes to sell its real property to which Project Water is made available under this Agreement, Customer shall notify District in writing in advance of the close of escrow with sufficient time for District to consider the proposed transfer. If (a) District is timely notified of the proposed transfer; (b) Customer is not then in default under this Agreement at the time of such notification or at any time up until the close of escrow; and (c) the proposed new owner executes a new agreement with District in substantially the same form as this Agreement, or if specified by District, executes District's then-current uniform water supply agreement, on or before the close of escrow; then District shall approve the transfer of the Contract Quantity to the proposed new owner and execute the new agreement with such owner. Upon District's execution of the replacement agreement, this Agreement shall be terminated.

17.4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California as well as the District Enactments.
17.5. **Amendment.** The terms of this Agreement may be modified only in writing by mutual agreement signed by both Customer and District. Any amendment made in violation of this section shall be null and void.

17.6. **Entire Agreement.** Except as otherwise provided herein, this Agreement supersedes any and all other agreements, including any prior water supply agreements previously in effect between the Parties prior to execution of this Agreement, either oral or in writing, between the Parties hereto with respect to the availability of Project Water to Customer by District and contains all the covenants and agreements between the Parties with respect thereto. Each Party acknowledges that no representation or promise has been made by the other Party which is not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding. Each recital set forth at the beginning of this Agreement is true and correct and a binding portion hereof.

17.7. **Severability.** Should any provision in this Agreement is held by a court of competent jurisdiction or an arbitrator or arbitration panel to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way notwithstanding such invalidity, illegality or unenforceability.

17.8. **Time is of the Essence.** It is expressly hereby agreed that time is of the essence of each and every provision of this Agreement.

17.9. **Cooperation.** To the extent reasonably required, each Party shall, in good faith, assist the other in obtaining all such necessary approval and preparation of required environmental documents or reports to the SWRCB for Project Water as well as Customer Water. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to the terms and conditions of the Permit, any requirements imposed upon Customer Water, and performance of any terms of this Agreement.

17.10. **Attorneys' Fees.** Should either Party to this Agreement reasonably retain counsel for the purpose of enforcing any provision of this Agreement, including the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages if otherwise available hereunder, or to obtain injunctive or other relief by reason of any alleged breach of any provision of this Agreement, or for a declaration based on a demonstrated necessity of such Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy, then if the matter is resolved by judicial or quasi-judicial determination (including arbitration, if such arbitration is agreed to by the Parties), the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all attorneys' fees, expert fees and costs, and all litigation or arbitration fees and costs reasonably Incurred, including all attorneys' fees and costs for services rendered to the prevailing Party and all attorneys' fees and costs reasonably incurred in enforcing any judgment or order entered on
appeal. The prevailing Party shall be determined by the court (or arbitrator, if arbitration is agreed to by the Parties) in the initial or any subsequent proceeding.

17.11. **Regulatory and Litigation Costs.** District will defend its own interest in any litigation or regulatory action challenging the validity of the Permit or District’s use of Project Water. The parties shall each defend their own interest in litigation or regulatory action involving this Agreement, including environmental compliance and validity of the Agreement. Any attorney fees and costs awarded in CEQA litigation to a person or entity not a party to this Agreement shall be split equally between the parties.

17.12. **Notices.** Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by facsimile, telegram, or cable, or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, such as Federal Express, and shall be deemed given: (a) if personally served, when delivered to the Party to whom such notice is addressed; (b) if given by facsimile, telegram, or cable, when sent (with confirmation of receipt); (c) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (d) if sent by reputable overnight delivery service, such as Federal Express, when received with confirmation of delivery. Such notices shall be addressed to the Party to whom such notice is to be given at the Party’s address set forth below or as such Party shall otherwise direct in writing to the other Party delivered or sent in accordance with this section.

If to District:  
Mendocino County Russian River Flood Control and  
Water Conservation Improvement District  
151 Laws Avenue, Suite D  
Ukiah, California 95482  
Phone: (707) 462-5278  
Fax: (707) 462-5279

If to Customer:  
[Signature]  
P.O. Box 90  
Ukiah, CA 95482  
(707) 272-8845

17.13. **Usage.** Unless the context clearly requires otherwise:

17.13.1. the plural and singular numbers shall each be deemed to include the other; the masculine, feminine and neuter genders shall each be deemed to include the others; “shall,” “will” or “agrees” are mandatory, and “may” is permissive;
17.13.2. Reference to any individual or entity includes its successors and assigns, but only if such successors and assigns are not prohibited by this Agreement;

17.13.3. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

17.13.4. Reference to any legal requirement, including a permit, governmental approval, regulation or statute, means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

17.13.5. "Hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

17.13.6. "Including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

17.13.7. "Or" is used in the inclusive sense of "and/or"; and

17.13.8. References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

17.14. **Headings.** Headings are provided for the convenience of the Parties and shall not be construed to explain or modify any part of this Agreement.

17.15. **Ambiguities.** Each Party and its counsel have participated fully in the review and any revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

17.16. **Survival.** Whether or not it is specifically so provided herein, any term or provision of this Agreement, which by its nature and effect is required to be kept, observed, or performed after the termination, suspension, cancellation, rescission or expiration of this Agreement, shall survive such termination, suspension, cancellation, rescission or expiration, and shall be and remain binding upon and for the benefit of the Parties until fully observed, kept or performed.
17.17. **Execution and Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the last date written below.

**MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT**

By: __________________________
    President

ATTEST: _______________________
    Secretary

**CUSTOMER**

By: **Matthew Vineyards**
Name: **Julie Golden - daughter**
Title: **owner's daughter**
EXHIBIT A
CONTRACT QUANTITY

Exhibit A to that Uniform Water Sale and Purchase Agreement between MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT and [Redacted] (“Customer”) dated 9/2/15 (“Agreement”).

The maximum quantity of Project Water to be made available to Customer pursuant to the Agreement, defined as “Contract Quantity”, shall be 100 acre feet annually.

Initials:

Customer: [Redacted]

District: [Redacted]
EXHIBIT B
CUSTOMER PLACE OF USE
EXHIBIT C
CUSTOMER WATER

Exhibit C to that Uniform Water Sale and Purchase Agreement between MENDOCINO COUNTY RUS'IAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT and _______Wardena Vineyards (“Customer”) dated 9/2/15 (“Agreement”).

Customer holds the following water rights (either Pre-1914, riparian or appropriative) that are not subject to the Agreement (“Customer Water”):

Pre-1914 Rights:
Statement Number
Date of Priority
Diversion Rate

Riparian Rights: Yes X No ___

Appropriative Rights:
Application Number
Permit Number
License Number

Initials:

Customer:

District: ___
EXHIBIT D
POINT OF DELIVERY MAP
Item Number: 12

Suggested by: Vice President White

Staff Summary:

Vice President White has requested that the District adopt the personnel documents prepared on the Districts behalf by Leap solutions.

The documents are attached.

**Staff recommendation:**

Review and consider adoption.
Russian River Flood Control District
General Manager Self-Evaluation
2014-15

Goals, Accomplishments and Reporting
What did you accomplish this year?

Performance Enhancement
What could you have improved in your performance?

Performance Support
What does the Board need to know to help you do your job or support you in your job?

Professional Development
In the coming year, what professional development activities do you want to accomplish?

Next Term Goals
What would you like to work on next?

Board and Board President Comments and Affirmation of Goals:
<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 9</td>
<td>Evaluation planning call with Board President, General Manager and Leap Solutions</td>
<td></td>
</tr>
<tr>
<td>July 10 – 20</td>
<td>General Manager completes self-evaluation and submits to Board President</td>
<td></td>
</tr>
<tr>
<td>July 27</td>
<td>Board President completes initial review of self-evaluation document and discusses with General Manager</td>
<td></td>
</tr>
<tr>
<td>July 28</td>
<td>General Manager makes any edits to the self-evaluation and returns to Board President</td>
<td></td>
</tr>
<tr>
<td>July 29</td>
<td>Board President distributes General Manager self-evaluation to Board members for review and input</td>
<td></td>
</tr>
<tr>
<td>July 29 -</td>
<td>Board reviews and provides input to the General Manager self-evaluation and returns comments to the Board President for compilation and writing of draft</td>
<td></td>
</tr>
<tr>
<td>August 5</td>
<td>Board response to the self-evaluation</td>
<td></td>
</tr>
<tr>
<td>August __</td>
<td>Meeting of the RRFCD Board in closed session reviews final draft of General Manager self-evaluation reflecting board submitted input. Agreement is reached upon content of Board's response to the self-evaluation. Board determines compensation plan for General Manager based upon evaluation, if appropriate.</td>
<td></td>
</tr>
<tr>
<td>August __</td>
<td>Board President meets with General Manager to provide final version of the evaluation and mutually sign the evaluation. Compensation plan is reviewed, discussed and affirmed.</td>
<td></td>
</tr>
<tr>
<td>September __</td>
<td>RRFCD Board meeting report to board indicating completion of evaluation process</td>
<td></td>
</tr>
</tbody>
</table>
Exit Interview
We would like to have your comments regarding your employment with our company. Completion of this exit interview is entirely voluntary. If you choose to complete it, please return it to us and we will keep your remarks confidential.

Name

Date

Forwarding Address

City State Zip

1. Why are you leaving the Company?

________________________________________________________________________

2. What did you enjoy most about working here?

________________________________________________________________________

3. What did you enjoy least about working here?

________________________________________________________________________

4. What could the company have done or provided to help you become even more productive?

________________________________________________________________________

5. How was your relationship with your supervisors?

________________________________________________________________________

6. Do you think the compensation you received is competitive with what others doing the same or similar jobs for other companies receive?

________________________________________________________________________

7. If you are leaving the company for another job, we would appreciate the following information:
   New company: ____________________________
   New job title and duties: ________________________
   Is the new job a step up for you in terms of compensation and/or status? Yes No

8. Other comments?

________________________________________________________________________

________________________________________________________________________

Thank you for your assistance. Good luck to you in the future.