

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, is made in May 2014 and shall be effective as provided below, by and between WILLOW COUNTY WATER DISTRICT, (hereinafter referred to as "Willow"), REDWOOD VALLEY COUNTY WATER DISTRICT, (hereinafter referred to as "Redwood Valley"), and MILLVIEW COUNTY WATER DISTRICT, (hereinafter referred to as "Millview").

A. WHEREAS, Willow, Redwood Valley, and Millview as municipal water purveyors desire to form an entity to exercise their common powers to in order to provide more effective and economical services to their customers and to respond in union to water issues arising in the Upper Russian River watershed.

B. WHEREAS, the parties therefore have decided to enter into this Joint Powers Agreement in order to establish a joint powers authority pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (Sections 6500, *et seq.*) ("The Joint Powers Law") and to provide a methodology to jointly exercise powers in accord with the principles set forth herein.

NOW, THEREFORE, Willow, Redwood Valley and Millview, for and in consideration of the mutual provisions and agreements herein contained, do agree as follows:

1. Definitions. The following captioned terms are used in this Agreement with meanings set forth below:

Agreement: "Agreement" refers to this Joint Powers Agreement, by and between Willow, Redwood Valley, and Millview, as may be amended from time to time as provided herein.

Agency: "Authority" refers to the *RUSSIAN RIVER WATER AGENCY*.

2. Purpose and Creation of the Russian River Water Agency. This agreement is made pursuant to the Joint Powers Law to provide for the joint exercise of powers common to Willow, Redwood Valley, and Millview for the purpose of creating the Russian River Water Agency, a joint exercise of powers entity, which is hereby created

to provide for the joint exercise of powers by the member districts. The Agency shall foster coordination of effort to preserve water rights in the Russian River Watershed in Mendocino County and to provide economies of scale in the provision of water service to the customers of the respective member districts. The purposes of this Agreement will be accomplished, and the Agency's powers will be exercised, in accordance with the Joint Powers Law and in the manner set forth. The Agency shall be a public entity separate and apart from Willow, Redwood Valley, or Millview. Within thirty (30) days after the effective date of this Agreement, or any amendment hereto, the Agency will cause a notice of this Agreement or amendment to be prepared and filed with the Office of the California Secretary of State in the manner set forth in Section 6503.5 of the Joint Powers Law.

3. Term. This Agreement shall be effective on the execution by all parties. Upon becoming effective, this Agreement shall continue in full force and effect until terminated pursuant to Section __, below. In any event, the Agency shall cause all records regarding its formation, existence, and the proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Agency.

4. Powers of the Agency: The Authority shall have the power to exercise any power common to the parties to accomplish the purposes of this Agreement, including, but not limited to, the power to make and enter contracts, manage, maintain or operate any building, works or improvements, to acquire, hold or dispose of property, to insure against liability, to incur debts, liabilities or obligations and the power to sue and be sued in its own name.

No debt, liability or obligation of the Agency shall be, or shall be deemed to be, a debt, liability or obligation of Willow, Redwood Valley, or Millview or their successors. Provided, however, that a party, or parties, to this Agreement may separately assume responsibility for specific debts, liabilities or obligations of the Agency.

Pursuant to Section 6509 of the Joint Powers Law the powers of the Agency shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon a county water district, including either Willow, Redwood Valley or Millview. Pursuant to Section 6502 of the Joint Powers Law, it shall not be necessary that any power common to the parties be exercisable by each party with respect to the geographical area in which such power is to be jointly exercised. The Authority shall hold any and all additional powers conferred under the

Joint Powers Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in the Agreement.

The Agency shall have the power as a local agency to investigate, consider, adopt and implement a groundwater management plan pursuant to Division 6, Part 2.75, of the Government Code (Government Code §§ 10750-10783) and to establish programs for the management of groundwater resources and replenishment thereof pursuant to said Part 2.75, and to apply for grants pursuant to the Groundwater Management Assistance Act of 2000, (Government Code §§ 10795 *et seq.*).

The Agency shall have the power to initiate or participate in investigations, studies, plans and design criteria for the construction of projects pursuant to the Porter-Dolwig Ground Water Basin Protection Law, (Government Code §§ 12921 *et seq.*).

The Agency shall have the power to prepare, adopt, update and implement Agricultural Water Management Plans pursuant to the Agricultural Water Management Planning Act, pursuant to Division 6, Part 2.8 of the Government Code, (Government Code §§ 10800 *et seq.*).

The Agency as an agricultural water supplier shall have the power to provide for efficient water management practices and water conservation pursuant to the Agricultural Water Suppliers Efficient Water Management Practices Act, pursuant to Division 6, Part 2.9 of Government Code, (Government Code §§ 10900 *et seq.*).

The Agency shall have the power to assume monitoring and reporting responsibilities related to groundwater pursuant to Division 6, Part 2.11 of the Government Code, (Government Code §§ 10920 *et seq.*).

The Agency shall have the power to take such actions as are necessary to advocate and foster the fullest possible application of the county of origin protections set forth in Water Code §§ 10505 and 10505.5 including the preservation of water originating in the County of Mendocino necessary for development in Mendocino County and the opposition of the exportation of such water outside of the county of origin of such water.

The Agency shall have the power to acquire or receive the assignment of water rights and to contract with third parties for water rights and to

allocate among the members entitlement to such water rights in such a manner to preserve such rights.

The Agency shall have the power upon assignment of such power by the Board of Supervisors of the County of Mendocino, acting as the governing board of the Mendocino County Water Agency, to assume the administration of the reservation of 8000 afa for use in Mendocino County under Permit 12947B.

The Agency shall have the power to hold and alienate property, both real, personal or usufructuary.

5. Governing Board. The Agency shall be governed by a three-member board of directors, constituted as follows, one member of the Board of Directors from Willow, Redwood Valley, and Millview. Each member shall serve in his or her individual capacity, but at the pleasure of the appointing authority. Subject to the adoption of an annual budget, the members of the governing board may receive compensation for serving on the board of fifty (\$50.00) dollars per day not to exceed three hundred (\$300.00) per month, and shall be entitled to reimbursement for any expenses actually and necessarily incurred in connection with serving as a member if there are unencumbered funds available within the Agency's budget for such purpose. Each member of the governing board shall be entitled to one (1) vote.

6. Duties of the Governing Board. The Agency governing board shall serve as the planning, coordination and policy board for the Agency; for the oversight of Agency operations, and for the generation of revenue in support of these activities. The governing board may provide for staff and committees as deemed necessary for the accomplishment of the purposes of the Agency as set forth in this Agreement.

The Agency will promulgate policies, set standards, keep records, make technical evaluations, negotiate and enter into agreements with public and private parties.

The members of the governing board shall be responsible for periodically reporting to their respective local agencies on the activities of the Agency.

7. Meetings of the Governing Board. The Agency shall hold one regular meeting per month. The date upon which, and the hour and place at which such meeting shall be held shall be fixed by resolution of the governing board. The by-laws referred to in Paragraph 9 below may provide for additional regular and special meetings. All meetings of the governing board, including without limitation, regular, closed,

adjourned regular and special meetings, shall be called upon notice, held and conducted in accordance with the provisions of the Ralph M. Brown Act, (commencing with Government Code § 54950) or any successor legislation hereinafter enacted. The Secretary of the Agency shall keep minutes of all meetings and shall, as soon as practical after each meeting, cause a copy of the minutes to be forwarded to each member of the governing board. A majority of the Agency governing board shall constitute a quorum for the transaction of business, except as otherwise provided herein, except that less than a quorum may adjourn meetings from time to time. No action may be taken by the Agency governing board except upon the affirmative vote of two or more members.

9. Officers; Duties.

The governing board shall elect a Chair from among its members. The governing board shall also appoint a Secretary who may, but need not, be a member of the governing board.

The governing board shall designate an Executive Director of the Agency who shall serve at the pleasure of the Board. The governing board may appoint a staff member of the parties to serve as Executive Director, or may engage a consultant as an independent contractor to serve in this capacity. The Executive Director shall assume such functions as directed by the Agency governing board to further the accomplishment of its purposes. The duties of the Executive Director may include, without limitation, analyzing and making policy recommendations, project management, obtaining necessary funding, providing administrative services and public information, and otherwise assuming overall responsibility and supervision for the Agency's activities.

_____ is hereby designated as initial Controller of the Agency and shall perform the functions and have the powers, duties and responsibilities set forth in Government Code § 6505.5. The county treasurer of the County of Mendocino County may serve in the capacity as Controller of the Agency pursuant to contract by and between the Agency with the County of Mendocino. The Controller shall cause an audit to be made of the accounts and records of the Agency in accordance with Government Code Section 6505 and shall generally conform to the standards established and modified from time-to-time by the Government Accounting Standards Board or its successor, and more specifically, shall provide supplementary schedules and financial information consistent with the Statement on Auditing Standards 119, as said standards from time to time may be modified or supplanted..

The Controller shall draw warrants to pay demands against the Agency pursuant to authorization of the governing board. The Controller is designated as the public officer having charge of the property of the Agency'; and shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Joint Powers Law; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$12,500.

The Agency shall designate legal counsel to provide general legal assistance relative to Agency matters as may be required by the governing board. The Agency may select existing counsel of the parties or designate separate counsel.

The Agency may contract at cost with its members for services of such personnel to serve the Agency as may be necessary to carry out this Agreement, and shall have the power to employ professional and technical assistants for the performance of this Agreement.

Upon presentation, the Agency governing board or its designee shall approve proper charges made against the Agency for services of the Controller, legal counsel, and any other member employee performing services for the Agency, which charges shall not be a delegation or liability of the members.

9. By-Laws. The agency governing board shall adopt By-Laws that it, in its sole discretion, may deem necessary or desirable for the conduct of business of the Agency. Nothing in the By-Laws shall be inconsistent with the provisions of this Agreement.

10. Indemnification. The Agency shall acquire such insurance protection as is necessary to protect the interest of the Agency, its governing board, the parties to this Agreement and the public. The Agency shall assume the defense of, indemnify and save harmless, each party to this Agreement and its respective directors, agents and employees from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Agency or the activities undertaken by this Agreement.

Each member shall assume the defense of indemnify and save harmless the Agency and each other party to this Agreement and its respective directors, agents and employees from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the indemnifying member outside those contemplated by this Agreement.

11. Fiscal Year; Budget The fiscal year of the Agency shall be from July 1 to and including the following June 30, except for the first fiscal year which shall be the period from the effective date of this Agreement to the following June 30. The Agency shall prepare and adopt on an annual fiscal year basis operating and capital budgets. The Agency shall be funded by equal contributions of its members and public and private grant funding. The Agency may apply for, receive, and utilize State, local and federal funding and funds as well as private sources to assist in the development and implementation of the purposes of this Agreement.

12. Accounts and Reports. The Authority shall establish and maintain such funds and accounts as may be required by good accounting standards. The books and records of the Agency shall be open to inspection at all reasonable times to the parties to this Agreement and their representatives.

13. Conflict of Interest Code. the Agency governing board, by resolution shall adopt a conflict of interest code as required by law.

14. Notices. Any notices , communications and payments deemed by any party to be necessary or desirable to be given to the other parties shall be personally delivered, or dispatched by national courier service, signature required, and shall be deemed delivered on the date of delivery when dispatched as follows:

If to Willow: Willow County Water District
Attention: Dave Redding
151 Laws Avenue
Ukiah, Ca. 95482

If to Redwood Valley: Redwood Valley County Water District
Attention: Bill Koehler
2370 Webb Ranch Road
Redwood Valley, Ca. 95470

If to Millview: Millview County Water District
Attention: Tim Bradley
151 Laws Avenue
Ukiah, Ca. 95482

15. Withdrawal; Termination The parties may mutually agree to terminate this Agreement and dissolve the Agency at any time. The terms and conditions for such mutual termination shall be set forth in a written agreement.

Any party may withdraw from this Agreement upon one (1) year's written notice to the other parties given at least thirty (30) days prior to the end of any fiscal year. In the event of such a withdrawal by a single party, the Agency shall continue to exist, with the membership adjusted to reflect the withdrawal. Withdrawal by a single party shall not entitle that party to reimbursement for past capital contributions or to distribution of any assets or funds of the Agency, unless otherwise specified in a written agreement. If two of the parties to this Agreement withdraw, then this Agreement shall terminate at the end of the fiscal year following expiration of the one-year's notice given by the second party to withdraw from the Agreement.

At such time as this Agreement is terminated, any property interest remaining in the Agency, following discharge of all obligations due by the Agency, shall be disposed of and the proceeds or property shall be allocated in accordance with a separate agreement to be entered into between the parties. If the parties are unable to reach agreement, disposition of the proceeds or property shall be determined by binding arbitration. In addition, it is understood that the assets of the Agency shall be distributed, whether by agreement or arbitration determination, to a public entity.

16. Entire Understanding. This Agreement constitutes the entire understandings of the parties with respect to its subject matter as of the date hereof, and supersedes any prior or contemporaneous oral or written understandings and agreements between the parties on the same subject.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be a single Agreement.

18. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

19. Governing Law. This agreement shall be governed by and construed under the laws of the State of California as applied to contract that are made and performed entirely in California.

20. Amendments. This Agreement may be amended by mutual written consent of all of the parties. Any amendment shall be in writing signed by authorized

representatives of all parties hereto with the authorization being memorialized by a resolution duly adopted by the governing board of each member.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives as of the dates indicated below and shall become effective as of the second execution by a party.

Willow County Water District

Redwood Valley Water District

By: _____

By: _____

Dated: _____

Dated: _____

Millview County Water District

By: _____

Dated _____